

## Bellevue City Council Meeting

Monday, April 8, 2019 6:00 PM

Bellevue City Hall

1500 Wall Street

Bellevue, NE 68005

1. PLEDGE OF ALLEGIANCE
2. INVOCATION - Pastor David Lydick, Midlands Bible Baptist Church, 2407 Chandler Road E.
3. CALL TO ORDER AND ROLL CALL
4. OPEN MEETINGS ACT - Posted in the Entry to the Council Chambers
5. APPROVAL OF AGENDA, CONSENT AGENDA, CLAIMS, AND ADVISORY COMMITTEE REPORTS:
  - a. Approval of the Agenda.
  - b. Approval of the Consent Agenda. *(Items marked with an (\*) are approved where this item is, unless otherwise removed).*
    1. \*Approval of the Minutes from the March 25, 2019, City Council Meeting.
    2. \*Acknowledge Receipt of the Minutes from the March 28, 2019, Planning Commission Meeting.
6. \* APPROVAL OF CLAIMS.
7. ORGANIZATIONAL MATTERS:
  - a. \*Approve Appointments of Stacen Gross and Robert King to the LB840 Committee (Administration)
8. SPECIAL PRESENTATIONS:
  - a. Proclamation declaring April 7 - April 13, 2019, as "National Library Week" (Library Director)
  - b. Proclamation declaring April 26, 2019 as "Arbor Day" (Councilman Preister)
  - c. Recognition of TightCuts Barbershop for their participation in the Sarpy County Cuts for Kids Program (Police Chief)
9. APPROVED CITIZEN COMMUNICATION: NONE
10. LIQUOR LICENSES:
  - a. Approve recommendation of Willow Springs Bottling Co. Inc. dba Cornhusker Beverage Mart for a Special Designated Liquor License for an Alumni Party on June 1, 2019, from 3 p.m. - 11 p.m., at Daniel J. Gross Catholic High School, 7700 South 43rd Street (City Clerk)
11. ORDINANCES FOR ADOPTION (3rd reading): NONE
12. ORDINANCES FOR PUBLIC HEARING (2nd reading): NONE
13. ORDINANCES FOR INTRODUCTION (1st reading):
  - a. Ordinance No. 3938 (Annexation Area #1): Request to annex Lot 2, Daniell's Farm Addition except that portion lying west of Quail Drive; Lots 4 and 5, Daniell's Farm Addition; Lot 2, Daniell's Farm Addition Replat 1; Lots 1 and 2, Chadwick Apartments Addition; Lot 1, Katherine Addition; Tax Lots 13 and 26, Section 32, Township 14 North, Range 13 East of the 6th P.M.; part of the northeast quarter of the southeast quarter, north of road, Section 32, Township 14 North, Range 13 East of the 6<sup>th</sup> P.M.; part of Tax Lot 17A1A, lying east of 40<sup>th</sup> Street, Section 5, Township 13 North, Range 13 East of

the 6<sup>th</sup> P.M.; Tax Lots 16B, 17A1B, 17A2, 17B, and 18B, Section 5, Township 13 North, Range 13 East of the 6<sup>th</sup> P.M.; and all abutting county road rights-of-way. Applicant: City of Bellevue (Planning Director)

b. Ordinance No. 3939 (Annexation Area #2): Request to annex Lots 1 and 2, Watson's Replat II; Lots 1, 2, and 3, Mr. T's Addition; Lot 1, Cornelius Addition; Lot 1 and the north 100' of Lot 3, Dvorsky's Commercial Industrial Subdivision #II; Lot 1, Bellevue Cable Television Company Replat; Tax Lots 30C and 30D, Section 20, Township 14 North, Range 13 East of the 6<sup>th</sup> P.M.; Tax Lots E, F1A1, F2, F1A2, and F1B, Section 28, Township 14 North, Range 13 East of the 6<sup>th</sup> P.M.; part of the northeast quarter of the northwest quarter, west of railroad, (Parcel # 010609733), Section 28, Township 14 North, Range 13 East of the 6<sup>th</sup> P.M.; and all abutting county road rights-of-way. Applicant: City of Bellevue (Planning Director)

c. Ordinance No. 3940 (Annexation Area #3): Request to annex Lots 1 through 32 and vacated 37<sup>th</sup> Avenue, Barretts Subdivision; Lots 1 through 6, 9 through 20, 21B, and 24 through 30, Evening Vue; Lots 1 and 2, Evening Vue Replat 1; Lots 1 and 2, Evening Vue Replat 2; Lot 1, Clausen Acres; Lots 1 and 2, Paige Hill; Lots 1, 2, and 3, Loftus First Addition; Lot 1, Potter & George Replat 1; Lots 6, 7, and 8, Block 4, Potter & George Company's Subdivision; Lots 2, 3, 4, 5A, 5B, 6, 7A, 7B, 8B, 8A2, 9A2, and 9B, Block 3, Potter & George Company's Subdivision; Lots 1, 2, and 3, Syslo Addition; Lot 1, Boganowski Subdivision; Lot 1, Davis Subdivision; Tax Lots 1, 2A, 2B, F, and G, Section 21, Township 14 North, Range 13 East of the 6<sup>th</sup> P.M.; and all abutting county road rights-of-way. Applicant: City of Bellevue (Planning Director)

d. Ordinance No. 3941 (Annexation Area #4): Request to annex Lots 1 through 7, Edward Warren Addition; Lots 1 and 2, Denny's Subdivision; Lots 1, 2, and 3, Norton's First Addition; Lots 1 and 2, Cornelison Addition; Lots 1 through 5, Pleasant Valley; Lot 1, J&J Addition; Lot 1, Goers Addition; Lots 1 through 24 and vacated alley, Block 2, Pennington Heights; Lot 1, Armbrust Addition; Lot 2, Lucy's Acres; Lot 2, Lucy's Acres Replat; Lots 17A, 18A, 18B1A, 18B2, 19B, 19C, 19D, 20A2, 20A3, 20A4, 20B2, 20B3, 20B4, 20B5, 20E, 20F2, 21 except east 30', north half of Lot 22, 24A, 25, 26, 27, north 15' of Lot 28, south 75' of the south half of Lot 28, and 31A1 west of railroad, Pleasant Hill or Martin's Subdivision; Lots 31C1A and 31D, Pleasant Hill Replat; Tax Lots H2, J1, J2, K1, K2, L1, L2, M, N, O1, O2, P1, P2, Q1, Q2, R1, R2, R3, T1, T2, U, V1B1, north 65' of Tax Lot I-2, and south 75' of Tax Lot I-2, Section 16, Township 14 North, Range 13 East of the 6<sup>th</sup> P.M., and all abutting county road rights-of-way. Applicant: City of Bellevue (Planning Director)

e. Ordinance No. 3942 (Annexation #6): Request to annex Tax Lots 2A, 3B, 4E, and 4F, Section 27, Township 14 North, Range 13 East of the 6<sup>th</sup> P.M.; Tax Lot C and part of the northwest quarter of the northeast quarter east of Cedar Island Road and north of Cornhusker Road, Section 28, Township 14 North, Range 13 East of the 6<sup>th</sup> P.M.; and all abutting county road rights-of-way. Applicant: City of Bellevue (Planning Director)

f. Ordinance No. 3937, request to amend Section 2-30 of the City Code, pertaining to the City Council's Order of Business. (Pat

Shannon).

14. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:

a. Request approval to final plat Lots 1 through 121, and Outlots A through G, Belle Lago South, being a replat of Lots 20 through 22, and Outlots B, G, and H, Belle Lago, and platting of the Southwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$ , all located in Section 8, T13N, R13E of the 6th P.M., Sarpy County, Nebraska. Applicant: HRC Belle Lago, LLC. General Location: Southeast of 48th Street and Capehart Road. Case #: S-1902-02 (Planning Director)

1. Approval of the First Amendment to the Belle Lago Subdivision Agreement (Planning Director)

15. RESOLUTIONS: NONE

16. CURRENT BUSINESS:

a. \* Approval of Interlocal Agreement with ProPhoenix and Authorize the Mayor to sign (Police Chief)

b. \* Approval of Maintenance Agreement for AVI equipment at the Training Site and Authorize the Mayor to sign (Fire Chief)

c. \* Approval of the Addendum to the Medical Director Contract and Authorize the Mayor to sign (Fire Chief)

d. Request approval of a Short Form Agreement with HDR Engineering, Inc. for professional services for the South Lift Station Evaluation Project and authorize the Mayor to sign the Project Agreement not to exceed \$9,970. (Public Works Director).

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

18. CLOSED SESSION: NONE

19. ADJOURNMENT

# MINUTE RECORD

Bellevue City Council Meeting, March 25, 2019, Page 1

5bl.  
4-8-19

A meeting of the Mayor and Council of the City of Bellevue was called to order by Mayor Rusty Hike at the Bellevue City Hall on the 25<sup>th</sup> day of March, 2019, at 6:00 p.m. Present were Council Members Bob Stinson, Paul Cook, Pat Shannon, Don Preister, Thomas Burns, and Kathy Welch.

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

## Pledge of Allegiance and Invocation

Mayor Hike led in the Pledge of Allegiance.

## Open Meetings Act

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

## Approval of the Agenda

**Motion** was made by Shannon, seconded by Welch, to approve the agenda. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Preister, and Welch voted yes; voting no: none. Technical error occurred with Burns.

**Incidental Motion** was made by Shannon, seconded by Welch, to approve the agenda. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Preister, Burns and Welch voted yes; voting no: none.

## Approval of the Consent Agenda

**Motion** was made by Shannon, seconded by Cook, to approve the consent agenda which included the following: approval of the minutes from March 11, 2019, City Council Meeting and Claims. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

## ORGANIZATIONAL MATTERS: None.

## APPROVED CITIZEN COMMUNICATION: None Submitted.

## SPECIAL PRESENTATIONS:

### Deborah Woracek, Tree Board Member, Bellevue Tree Board, 2018 Annual Report

Presentation by Ms. Woracek. Discussion and questions by Council members and Mayor.

### Presentation by Dr. Eric Ernest, Physician Medical Director for Fire Department on 2018 Statistics

Presentation by Dr. Ernest regarding STEMI/Cath Lab activations and cardiac arrest date. Discussion and questions by Council members, Chief Guido and Mayor.

## Approved Citizen Communication: None.

## LIQUOR LICENSES:

### Manager Application: Mr. Binod Khadka as Manager of the Class "D" Liquor License held by Blessings of Santoshi Ma Inc., dba "Select Mart," located at 4741 Giles Road

The application for Approval to recommend the Manager Application from Mr. Binod Khadka as Manager of the Class "D" Liquor License held by Blessings of Santoshi Ma Inc., dba "Select Mart," located at 4741 Giles Road was presented for Council consideration. Appearance by Sean Kelley of Kelly Plucker, LLC, 2804 South 87<sup>th</sup> Avenue Omaha, Nebraska 68124, attorney for Applicant. Applicant is present. Mayor Hike asked for public comment. Discussion ensued by Councilman Preister. No one in the audience came forth to speak in support of or in opposition to the application. Mayor Hike declared the public hearing closed.

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

### Manager Application: Approve recommendation of Willow Springs Bottling Co. Inc. dba Cornhusker Beverage Mart for a Special Designated Liquor License for Booster Club meeting for Bellevue East on April 13, 2019, from 4 p.m. - 11 p.m., at John B. Mueller Building - Bellevue Univ. 1000 Galvin Rd. S.

The application for approval for recommendation of Willow Springs Bottling Co. Inc. dba Cornhusker Beverage Mart for a Special Designated Liquor License for Booster Club meeting for Bellevue East on April 13, 2019, from 4 p.m. - 11 p.m., at John B. Mueller Building - Bellevue Univ. 1000 Galvin Rd. S. No appearances of applicant. Mayor Hike asked for public comment. Michael Wills, 1321 Harris Street, Bellevue, Nebraska came forward with concerns. Discussion ensued with Councilmembers and Mayor. Mayor Hike declared the public hearing closed.

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



# MINUTE RECORD

Bellevue City Council Meeting, March 25, 2019, Page 2

**Ordinances for Adoption: (Third reading)** None.

**Ordinances for Public Hearing: (Second Reading)**

**Ordinance No. 3937: Amend Bellevue City Code Section 2-30, pertaining to City Council's Order of Business, to allow for an accurate and informational Quarterly Budget Presentation by Rich Severson, Finance Director.**

**Motion** made for Ordinance No. 3937 to Amend Bellevue City Code Section 2-30, pertaining to City Council's Order of Business, to allow for an accurate and informational Quarterly Budget Presentation. Waive rules and suspend third reading. This motion, made by Pat Shannon and seconded by Bob Stinson. Roll call vote on the motion was as follows: Stinson, Shannon, Preister, Burns, and Welch voted yes; voting no: Cook. Carried.

**Motion** made to amend Section 2-30 of the Bellevue Municipal Code pertaining to the City Council's Order of Business; to repeal such section as heretofore existing; and to provide for the effective date of this ordinance. This motion, made by Pat Shannon and seconded by Don Preister. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none. Carried.

**Ordinances for Introduction: (First Reading)** None.

**Public Hearings on Matters Other Than Ordinances:**

**Public Hearing on the request from SID 274, Hawk Ridge, for approval to expend \$59,257 for park improvements: Resolution No. 2019-09: Approval of SID 274, Hawk Ridge, for approval to expend \$59,257 for park improvements.**

**Motion** for approval for SID 274 to expend \$59,257 for park improvements. Don Heine, Engineer for SID #274, present. Discussion had by council. Mayor Hike asked for public comment. No one in the audience came forth to speak in support of or in opposition. Mayor Hike declared the public hearing closed. This motion, made by Don Preister and seconded by Bob Stinson. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none. Carried.

## **RESOLUTIONS:**

**Resolution 2019-10 to allow the City to waive the pre-connect fees for dwellings and businesses for certain dwellings and businesses impacted by the March 2019 flood.**

**Motion** to approve Resolution 2019-10 to allow the City to waive the pre-connect fees for dwellings and businesses for certain dwellings and businesses impacted by the March 2019 flood. Discussion had by council. Mayor Hike asked for public comment. No one in the audience came forth to speak in support of or in opposition. Mayor Hike declared the public hearing closed. This motion, made by Thomas Burns and seconded by Kathy Welch. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none. Carried.

**Resolution 2019-11 to allow the City to waive demolition permit fees for dwellings in the Green Acres neighborhood in Bellevue, Nebraska for dwellings affected by the March 2019 flood.**

**Motion** to Approve Resolution 2019-11 to allow the City to waive demolition permit fees for dwellings in the Green Acres neighborhood in Bellevue, Nebraska for dwellings affected by March 2019 floodwaters. Discussion had by council. Mayor Hike asked for public comment. No one in the audience came forth to speak in support of or in opposition. Mayor Hike declared the public hearing closed. This motion, made by Pat Shannon and seconded by Thomas Burns. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none. Carried.

## **CURRENT BUSINESS:**

Approval of the Proposal from Felsburg Holt & Ullevig to study the retiming of the traffic lights along the Cornhusker Road and authorize the Mayor to sign. This motion, made by Pat Shannon and seconded by Don Preister. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none. Carried.

Approval of Amendment No. Three to Agreement for Engineering Services and authorize the Mayor to sign the Agreement with HDR Engineering, Inc., not to exceed \$109,000. This motion, made by Paul Cook and seconded by Kathy Welch. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none. Carried.

Approval of the presentation of Finance Director, Rich Severson, and acceptance of the Annual Audited Financial Statement for the period October 1, 2017 through September 30, 2018. This motion, made by Paul Cook and seconded by Don Preister. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none. Carried.

Approval of the 2018 SAFER Grant for six full time firefighters. Federal Share: \$898,301. Applicant/City Share: \$558,403. This motion, made by Bob Stinson and seconded by Kathy Welch. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none. Carried.

# MINUTE RECORD

Bellevue City Council Meeting, March 25, 2019, Page 3

Approval of the low, responsible and responsive bidder for the Right-of-Way Mowing project and authorize Mayor to sign contract. This motion, made by Pat Shannon and seconded by Thomas Burns. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none. Carried.

## ADMINISTRATION REPORTS:

Mayor Hike asked if there were any questions/comments for the City Administrator, Councilmembers or any of the Directors on the report presented. Question was presented by Councilman Shannon regarding current state of the City of Bellevue regarding flood related items in the Director's Brief submitted by Chief Mark Elbert. Administrator Ristow updated as to status. Welch made comments. Mayor Hike made comment and further updated. No further questions or comments.

## CLOSED SESSION: None

## ADJOURNMENT:


There being no further business to come before the Council at this time, on motion by Shannon, seconded by Preister, Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none. At 7:41 p.m. the meeting adjourned.

  
Shirley R. Harbin, Deputy City Clerk



\_\_\_\_\_  
Rusty Hike, Mayor

I, the undersigned, Deputy City Clerk of the City of Bellevue, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the Mayor and Council on March 25, 2019; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and readily available for public inspection at the office of the City Clerk; that such subjects were contained in said agendas for at least twenty-four hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

  
Deputy City Clerk

# MINUTE RECORD

5b2.  
4-8-19

Bellevue Planning Commission Meeting, March 28, 2019, Page 1

The Bellevue Planning Commission held a regular meeting on Thursday, March 28, 2019 at 7:00 p.m. in the Bellevue City Council Chambers. Upon roll call, present were Commissioners Casey, Perrin, Cain, Aerni, Jacobson, Ackley, Cutsforth, and Smith. Absent was Commissioner Ritz. Also present were Chris Shewchuk, Planning Director, and Tammi Palm, Land Use Planner.

Notice of this meeting was given in advance thereof by publication in the Bellevue Leader and posting in two public places, and was also given to the Chairperson and members prior to the meeting. These minutes were written and available for public inspection within ten days of the meeting.

Jacobson announced a copy of the Open Meetings Act was posted in the entry to the City Council Chambers.

Motion was made by Cain, seconded by Cutsforth, to approve the minutes of the February 28, 2019 regular meeting as presented. Upon roll call, all present voted yes. Motion carried unanimously.

Shewchuk advised an email was received from Betty Neal regarding her property in Annexation Area #6. Ms. Neal is opposed to the annexation. He indicated he also received additional departmental reviews for the annexation in general, which will be discussed during those public hearings.

Motion was made by Casey, seconded by Aerni to accept into the record all staff reports, attachments, memos, and handouts regarding each application. Upon roll call, all present voted yes. Motion carried unanimously.

Jacobson explained the consent agenda process.

There was one item on the consent agenda:

Request to final plat Lots 1 through 121, and Outlots A through G, Belle Lago South, being a replat of Lots 20 through 22, and Outlots B, G, and H, Belle Lago, and a platting of the Southwest ¼ of the Northwest ¼, all located in Section 8, T13N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska. Applicant: HRC Belle Lago, LLC. General Location: Southeast of 48<sup>th</sup> Street and Capehart Road.

There was no one present to speak in favor of, or in opposition to this request.

MOTION was made by Ackley, seconded by Cain, to approve the consent agenda based upon conformance with the preliminary plat. Upon roll call, all present voted yes. MOTION carried.

**This item will proceed to CITY COUNCIL for PUBLIC HEARING on April 8, 2019.**

Jacobson explained the public hearing procedures

PUBLIC HEARING was held on a request to approve the Olde Towne Redevelopment Project Plan. Location: 204-210 West Mission Avenue (Lots 1 and 3, Civic Center Plaza), and 2216-2218 Franklin Street (Lots 4, 5, and 6, Block 181, Bellevue). Applicant: 1<sup>st</sup> City Development, LLC.

Brent Beller, 11440 West Center Road, Omaha, NE, was present on behalf of the applicant. Beller provided a brief summary of the project. He indicated this is a redevelopment plan to revitalize the Olde Towne area. Beller stated this is an opportunity for the City of Bellevue to rehabilitate its urban core. He mentioned the site plan proposes a mixed use development consisting of office, retail, and multi family residential. Beller stated the developer would like to attract a 14,000 square foot grocer as part of the project. He advised the streetscape and landscaping in this plan provide an exciting opportunity. Beller indicated the area will be pedestrian-friendly and walkable. He stated the conservative amount of the proposed costs of this project is \$10.3 million. Beller provided a breakdown of these costs. He mentioned the TIF (Tax Increment Financing) eligible expenses are \$1,537,000. Beller indicated he has had discussions with the Sarpy County Assessor regarding projected valuations of the properties once they are no longer city-owned. He stated the developer will demolish the existing buildings, so the base valuation is based on land value. Beller indicated based on the discussions with the Assessor, a valuation of \$1.07 per square foot, with an overall valuation of \$125,000 was utilized by the applicant. Beller mentioned valuation at full build-out is projected to be \$11 million. Using these figures, he stated the TIF would be paid off by year twelve. Beller estimated 50 new jobs would be created by this project with the office and retail, as well as 100 construction jobs. He concluded by stating hopefully this project would be an impetus for the area around it, creating more revitalization along the Olde Towne corridor.

# MINUTE RECORD

Bellevue Planning Commission Meeting, March 28, 2019, Page 2

There was no one else present to speak for, or against this request. Subsequently, Jacobson closed the public hearing.

Aerni inquired about the architect fees in the TIF eligible expenses. He requested Beller address the reasoning for including those as part of the redevelopment plan. Beller stated the use of architectural fees as a TIF eligible expense was discussed with staff. He indicated these fees are percentage based for the project. Beller advised architectural fees are a necessary part of the overall design and construction process in creating this new development, which is a future property tax base. He mentioned the public design, including streetscape, landscaping, and public spaces, are also part of these fees. Beller stated the architectural fees have been conservatively estimated for the project.

Cutsforth questioned whether or not the developer has begun recruiting tenants for the project. Beller stated the developer has begun these discussions; however, nothing has been finalized at this point. He pointed out the applicant needed to have rights to the land first, and did not want to get out ahead of himself. Beller advised since that has occurred, the applicant can move forward in pursuing possible tenants. Cutsforth pointed out the City of Omaha has had difficulty getting a grocery store in its urban core area. Beller stated he has worked on similar projects in Omaha, and grocers require adequate access to their buildings and parking. He indicated the Olde Towne site is different in that it has wide streets and alley access, which will lend itself well to the type of proposed development.

Smith asked if any thought been given to the architectural style of the development. Beller indicated the applicant has been working on architectural renderings. He indicated the development will meet the city's architectural standards and blend in with existing buildings in the area. Smith inquired as to what demographic the proposed apartments will be targeted to, as well as proposed market rents. Beller stated the multi family housing will be market rate. He mentioned it will not be low income housing. Beller indicated he did not know what current market rate was for Bellevue. He advised the apartments will appeal to a younger crowd with the live-work-play concept being proposed for this development. He stated this type of housing will also be attractive to empty nesters. Smith inquired if the grocer would be similar to a small, neighborhood store or a larger, chain retailer. Beller stated any opportunity would be taken at this point. He mentioned a neighborhood concept would be appealing in this area.

Casey inquired if purchase and demolition would be dependent upon the applicant securing tenants. Beller indicated that was not necessarily the case. He stated their plan is to close on the acquisition towards the end of 2019. Beller stated now that the feasibility period has been started with the city, it is "full-speed ahead" on trying to find users. He indicated the applicant would like to begin construction early 2020, with a completion date in 2021.

Cain stated she is in favor of the application. She mentioned it meets all of the state requirements for TIF. Cain stated this project will have a great benefit to the public. She thanked the applicant and his partners for the thought put into this plan. Cain stated this project will tremendously increase retail sales in the area, which will have an overall benefit to the schools and to the city as a whole. She mentioned it is the right area to develop, and it is consistent with the city's Comprehensive Plan.

Jacobson stated thought should be given as to how to integrate an activity center, or destination, into the rest of the community. He stated walkability was mentioned; however, bicycling and electric cars were not. Jacobson advised the trend is towards having more cyclists on the road. He asked how the applicant intends to integrate walkability and bikeability into the existing neighborhood. Beller stated he agreed these were important items for the proposed development. He advised the applicant is supportive of these concepts as well. Beller stated they would commit to working with city staff in regards to these items as the project moves forward.

MOTION was made by Cain, seconded by Cutsforth, to recommend APPROVAL of a request to approve the Olde Towne Redevelopment Project Plan. Location: 204-210 West Mission Avenue (Lots 1 and 3, Civic Center Plaza), and 2216-2218 Franklin Street (Lots 4, 5, and 6, Block 181, Bellevue). Applicant: 1<sup>st</sup> City Development, LLC. APPROVAL based upon conformance with the Comprehensive Plan, elimination of a blighted and substandard area, conformance with the requirements of the State Statutes, and the opportunity redevelopment in Olde Towne. Upon roll call, all present voted yes. MOTION carried.

**This item will proceed to CITY COUNCIL for PUBLIC HEARING on April 22, 2019.**

PUBLIC HEARING was held on a request to annex Lot 2, Daniell's Farm Addition except that portion lying west of Quail Drive; Lots 4 and 5, Daniell's Farm Addition; Lot 2, Daniell's Farm Addition Replat

# MINUTE RECORD

Bellevue Planning Commission Meeting, March 28, 2019, Page 3

1; Lots 1 and 2, Chadwick Apartments Addition; Lot 1, Katherine Addition; Tax Lots 13 and 26, Section 32, Township 14 North, Range 13 East of the 6<sup>th</sup> P.M.; part of the northeast quarter of the southeast quarter, north of road, Section 32, Township 14 North, Range 13 East of the 6<sup>th</sup> P.M.; part of Tax Lot 17A1A, lying east of 40<sup>th</sup> Street, Section 5, Township 13 North, Range 13 East of the 6<sup>th</sup> P.M.; Tax Lots 16B, 17A1B, 17A2, 17B, and 18B, Section 5, Township 13 North, Range 13 East of the 6<sup>th</sup> P.M.; and all abutting county road rights-of-way. Applicant: City of Bellevue.

Shewchuk stated the City of Bellevue held a strategic planning session in February 2019. Annexation was discussed as a priority during this meeting. Shewchuk mentioned annexation is part of the smart growth of the city. He stated it will also be beneficial to have these areas governed by the City Code and Code Enforcement Department. Shewchuk indicated the five areas being discussed at this meeting were part of a greater nine area annexation package of unincorporated areas next to the current city limits. He stated the next four areas will be presented at the April 25, 2019 Planning Commission meeting. Shewchuk stated there are approximately 180 lots in the current package. He mentioned the entire nine area package contains approximately 350 lots. Shewchuk stated additional reports were received from city departments since his memo was published last week. He indicated the biggest impact to the city will be in the Street Department. Shewchuk stated the main area in need of street improvements was Area #3. He stated the Police Department has requested one additional Code Enforcement Officer as a result of this annexation package. Shewchuk mentioned the bigger street projects would be done as CIP (Capital Improvement Plan) projects over the next 3-5 years. He stated the Street Department is willing to complete the improvements as needed. He mentioned all of the proposed annexation properties are currently in the city's extra-territorial jurisdiction; therefore, already governed by the city's Zoning Ordinance. Shewchuk stated this annexation would result in a tax increase for all properties. He advised the city's tax levy would be assessed, but the fire district levy would be removed. Shewchuk indicated there are several school and fire districts in these areas, so individual impact can sometimes be difficult to ascertain. He briefly discussed the process for the separate public hearings on each proposed annexation area. Shewchuk stated staff is recommending approval of each of the proposed annexation areas.

Dick Daniell, 3906 Capehart Road, Bellevue, NE, was present to speak on this request. He stated his opposition to being annexed. Daniell requested his property not be annexed. He stated the property has been in his family for over 100 years. Daniell advised he saw no benefit to being annexed. He mentioned he would have to pay a higher sales tax as a result. Daniell stated he's on the Anderson Grove Cemetery Board. He indicated when the cemetery was recently annexed, the Board received no help from the city when asked. Daniell believes this annexation will be no different.

There was no one else present to speak in favor of, or in opposition to this request. As a result, Jacobson closed the public hearing.

Aerni inquired as to the commercial area near South 42<sup>nd</sup> Street and Highway 370. He asked why this area was not included in the annexation package. Shewchuk stated that is SID #182, 370 Pointe. He indicated in addition to the proposed areas, the city is also looking at annexing several SIDs (Sanitary Improvement Districts) in the coming months. Shewchuk advised this is one of the SIDs the city will consider for annexation at that time.

MOTION made by Smith, seconded by Aerni, to recommend APPROVAL of a request to annex Lot 2, Daniell's Farm Addition except that portion lying west of Quail Drive; Lots 4 and 5, Daniell's Farm Addition; Lot 2, Daniell's Farm Addition Replat 1; Lots 1 and 2, Chadwick Apartments Addition; Lot 1, Katherine Addition; Tax Lots 13 and 26, Section 32, Township 14 North, Range 13 East of the 6<sup>th</sup> P.M.; part of the northeast quarter of the southeast quarter, north of road, Section 32, Township 14 North, Range 13 East of the 6<sup>th</sup> P.M.; part of Tax Lot 17A1A, lying east of 40<sup>th</sup> Street, Section 5, Township 13 North, Range 13 East of the 6<sup>th</sup> P.M.; Tax Lots 16B, 17A1B, 17A2, 17B, and 18B, Section 5, Township 13 North, Range 13 East of the 6<sup>th</sup> P.M.; and all abutting county road rights-of-way. Applicant: City of Bellevue. APPROVAL based upon conformance with the State Statutes and city ordinances. APPROVAL also based upon benefit to the City of Bellevue. Upon roll call, all present voted yes. MOTION carried.

**This item will proceed to CITY COUNCIL for PUBLIC HEARING on April 22, 2019.**

PUBLIC HEARING was held on a request to annex Lots 1 and 2, Watson's Replat II; Lots 1, 2, and 3, Mr. T's Addition; Lot 1, Cornelius Addition; Lot 1 and the north 100' of Lot 3, Dvorsky's Commercial Industrial Subdivision #II; Lot 1, Bellevue Cable Television Company Replat; Tax Lots 30C and 30D, Section 20, Township 14 North, Range 13 East of the 6<sup>th</sup> P.M.; Tax Lots E, F1A1, F2, F1A2, and F1B, Section 28, Township 14 North, Range 13 East of the 6<sup>th</sup> P.M.; part of the northeast quarter of the

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northwest quarter, west of railroad, (Parcel # 010609733), Section 28, Township 14 North, Range 13 East of the 6<sup>th</sup> P.M.; and all abutting county road rights-of-way. Applicant: City of Bellevue.

Ackley recused himself from this application and left the Chambers at 7:41 p.m.

Dale Watson, 12601 South 71<sup>st</sup> Street, Papillion, NE, was present to speak on this request. He stated he owns Lots 1 and 2, Watson's Replat II, and was requesting the city not annex Lot 2. He mentioned Lot 2 is agricultural ground in the floodplain. Watson stated he did not want to absorb the additional taxes. He indicated it would be appropriate to annex the property at such time it was rezoned for a more intense use. Shewchuk pointed out Watson's property on the overhead map for the Commission.

There was no one else present to speak for, or against, this request. Jacobson closed the public hearing.

Cain clarified there are floodplain properties within the city limits currently. Shewchuk stated that was correct. He indicated whether or not a property is in the floodplain should not influence a decision to annex.

MOTION was made by Cutsforth, seconded by Cain, to recommend APPROVAL of a request to annex Lots 1 and 2, Watson's Replat II; Lots 1, 2, and 3, Mr. T's Addition; Lot 1, Cornelius Addition; Lot 1 and the north 100' of Lot 3, Dvorsky's Commercial Industrial Subdivision #II; Lot 1, Bellevue Cable Television Company Replat; Tax Lots 30C and 30D, Section 20, Township 14 North, Range 13 East of the 6<sup>th</sup> P.M.; Tax Lots E, F1A1, F2, F1A2, and F1B, Section 28, Township 14 North, Range 13 East of the 6<sup>th</sup> P.M.; part of the northeast quarter of the northwest quarter, west of railroad, (Parcel # 010609733), Section 28, Township 14 North, Range 13 East of the 6<sup>th</sup> P.M.; and all abutting county road rights-of-way. Applicant: City of Bellevue. APPROVAL based upon staff's recommendation of approval. Upon roll call, all present voted yes. MOTION carried.

**This item will proceed to CITY COUNCIL for PUBLIC HEARING on April 22, 2019.**

Ackley re-entered the Chambers at 7:45 p.m.

PUBLIC HEARING was held on a request to annex Lots 1 through 32 and vacated 37<sup>th</sup> Avenue, Barretts Subdivision; Lots 1 through 6, 9 through 20, 21B, and 24 through 30, Evening Vue; Lots 1 and 2, Evening Vue Replat 1; Lots 1 and 2, Evening Vue Replat 2; Lot 1, Clausen Acres; Lots 1 and 2, Paige Hill; Lots 1, 2, and 3, Loftus First Addition; Lot 1, Potter & George Replat 1; Lots 6, 7, and 8, Block 4, Potter & George Company's Subdivision; Lots 2, 3, 4, 5A, 5B, 6, 7A, 7B, 8B, 8A2, 9A2, and 9B, Block 3, Potter & George Company's Subdivision; Lots 1, 2, and 3, Syslo Addition; Lot 1, Boganowski Subdivision; Lot 1, Davis Subdivision; Tax Lots 1, 2A, 2B, F, and G, Section 21, Township 14 North, Range 13 East of the 6<sup>th</sup> P.M.; and all abutting county road rights-of-way. Applicant: City of Bellevue.

Tom Reeker, 8610 South 39<sup>th</sup> Street, Bellevue, NE, inquired if residents would be assessed when city sewer is available to the area, as well as timing when a sewer for the area might be constructed. Shewchuk stated annexation itself would not require connection to city sewer. He stated if a property owner's septic system fails and it cannot be repaired or replaced, they would be required to connect to city sewer at that time if available. Shewchuk pointed out that is the case now, and annexation would not change that. He stated there is no sewer construction project planned for the area. Shewchuk advised the City Council would need to decide how to pay for such a system when the time comes. He indicated that could be through an assessment to the property owners based on lot frontage. Shewchuk mentioned the Street Department estimates \$750,000 in future street improvements needed for this area. These improvements would be programmed into the city's CIP.

Alan Doty, 8613 South 39<sup>th</sup> Street, Bellevue, NE had specific questions regarding potential sewer assessments. Shewchuk advised the City Council would determine how to pay for sewer construction. He reiterated one method of paying for that system would be through assessments to the property owners. Doty requested clarification as to what type of street improvements would be done. Shewchuk stated further evaluation would be done upon annexation to determine specific improvements. He indicated there would be a comprehensive plan from the Street Department to this regard.

Karen Doty, 8613 South 39<sup>th</sup> Street, Bellevue, NE, clarified the residents would be assessed for the street improvements. Shewchuk indicated the city typically pays for street repairs and upgrades. He stated a new sanitary sewer system could be assessed to the individual property owners. Doty inquired if new streets would be put through the neighborhood. Shewchuk stated there were no plans to do so. Doty initiated conversation regarding septic system failure. She stated if a system fails and cannot be



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repaired or replaced, there is no city sewer in the area to connect to. Shewchuk indicated that problem exists currently. He mentioned if a property is in the city limits that would be an opportunity to work with the city on a solution. Shewchuk stated the city would be inclined to work towards a bigger sewer infrastructure project if a number of systems failed. He indicated he was unsure if the city would undertake a large sewer project for only one septic system failure.

Mary Rydl, 8610 South 36<sup>th</sup> Street, Bellevue, NE, inquired as to where the nearest sewer was located. Shewchuk pointed out the nearest sewer line to the east of 36<sup>th</sup> Street on the overhead map. Discussion on this topic ensued. Rydl questioned the difference in pet licensing fees between Sarpy County and the City of Bellevue. Shewchuk indicated he was unsure as to the difference in fees, but stated pet licensing would be done through the city if the area was annexed.

John Kempf, 3821 Barretts Drive, Bellevue, NE, questioned how sewer assessment would be determined in a cul-de-sac or on a corner lot. Shewchuk stated he was not sure of those specifics. He indicated that would be determined at such time a sewer was constructed. Discussion followed on this topic.

Blaine Shoemaker, 3818 Barretts Drive, Bellevue, NE, inquired if Virginia Street would be annexed as well since it is a dirt road. He questioned if Virginia Street would be plowed as another way out of the development. Shoemaker also questioned if the city would be as good at snow removal as Sarpy County. Shewchuk stated the city has excellent snow removal services. He indicated the unimproved portion of Virginia Street would remain as is.

Kate Reeker, 8610 South 39<sup>th</sup> Street, Bellevue, NE, requested clarification that if one septic system failed and there was no sewer available to connect to, the house would be deemed uninhabitable. Shewchuk stated that would be correct if the septic system could not be repaired or replaced with the space available on the property. He mentioned if a house does not have a working system, it is uninhabitable. Reeker questioned what would happen if the property owner had space to put a new septic system in. Shewchuk stated the home owner would be allowed to do so.

Danielle Finch, 8310 South 36<sup>th</sup> Street, Bellevue, NE, stated 36<sup>th</sup> Street is extremely busy and inquired if there were plans for a sidewalk. Shewchuk stated if a road project was planned, sidewalks would be part of that project. He indicated there was not a project currently planned. Finch stated she was against the annexation.

Tim Lind, 8310 South 36<sup>th</sup> Street, Bellevue, NE, stated his opposition to the annexation. He indicated he only saw a higher tax bill.

Andrew Oakes, 8309 South 39<sup>th</sup> Street, Bellevue, NE, indicated he saw no benefit to being annexed. He mentioned their roads are fine. Oakes advised he does not get water and gas from the city. He stated he does not want the increase in taxes. He reiterated his opposition to the proposed annexation. Shewchuk mentioned people in the neighborhood currently receive city benefits based on the fact they drive out of their driveways onto city streets. He mentioned this annexation is part of the natural growth and development of the city.

Bonnie Healy, 8323 South 39<sup>th</sup> Street, Bellevue, NE, had concerns with South 39<sup>th</sup> Street. She indicated it is a dirt road and seems to migrate closer to her home. Healy stated the road has not been maintained well for the past 15 to 17 years. Shewchuk stated the road would be maintained in the right-of-way. He advised that would be something the Street Department would have to check into. Shewchuk mentioned the city is committed to maintaining these areas if annexed. Healy had specific questions regarding a potential sewer assessment against her property. Conversation on this topic ensued. Healy questioned if she would be able to replace her septic tank with her lot size of .9 acres. She thought she needed a minimum of one acre. Shewchuk indicated he believed she needed one-half of an acre under state requirements. He indicated the Permits Department could be contacted for more information. Healy stated Sarpy County provides excellent snow plowing services. She indicated she likes being on well water and septic and does not want city services.

John Kempf, 3821 Barretts Drive, Bellevue, NE, inquired if 39<sup>th</sup> Street would be straightened if improved. He indicated the street currently jogs out of the right-of-way onto his son's property. Shewchuk stated any street improvement would be done within the right-of-way.

John Baettner, 8406 South 36<sup>th</sup> Street, Bellevue, NE, indicated he has horses on his property. He questioned if rules regarding livestock or building codes would change for him once annexed. Shewchuk stated these items would not change. He pointed out this property is presently in the city's

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zoning jurisdiction and already governed by the city's Zoning Ordinance and Permits Department.

Kevin Luebbert, 3702 Marie Street, Bellevue, NE, stated one of the most appealing parts of living in his neighborhood is the lower property taxes. He indicated he is in the military and moved knowing Nebraska has higher than average property taxes. Luebbert commented his current tax levy is 1.86%. He inquired what his new levy would be with this annexation. Shewchuk stated it would be a 2.3% levy. Luebbert estimated this would increase his taxes by approximately \$500-700 annually. He stated he has a wife and two children to support. Luebbert mentioned the city should have an infrastructure plan in place if residents would see an increase in taxes. Shewchuk commented there are no firm infrastructure plans for the area. As a result, Luebbert stated his opposition to the annexation.

Jack Jones, 8259 South 32<sup>nd</sup> Street, Bellevue, NE, stated he is the owner of Tax Lots F and G. He indicated these are currently agricultural lots. Jones stated he is opposed to the annexation.

Mike Siedlik, 3811 Virginia Street, Bellevue, NE, clarified there was \$750,000 identified for road improvements. Shewchuk stated that was correct. Siedlik inquired as to the timeline for these improvements. Shewchuk indicated the Street Department has mentioned a 3 to 5 year timeframe. Siedlik mentioned he lives on unimproved Virginia Street. He asked if Virginia Street would be improved as part of the improvements identified. Shewchuk stated he was unsure. Siedlik clarified street improvements would be done with city money and not assessed to the property owners. Shewchuk advised that is typically the way it is done. Siedlik questioned if he would be required to connect to city sewer if it was available. Shewchuk stated if the city put in the sewer, his property would be assessed; however, it would be up to the individual property owner if they connected or not as long as they had a working septic system. Conversation on this matter followed. Siedlik stated the agricultural land on the east side of 36<sup>th</sup> Street should not be annexed. He advised he was opposed to the annexation.

Alan Doty, 8613 South 39<sup>th</sup> Street, Bellevue, NE, wanted to go on record as opposed to the annexation. He mentioned the city does not have a definitive plan for this area as far as infrastructure needs.

Kathy Welch, 2009 Fairview Street, Bellevue, NE, City Council Member for Ward #4 was present to address the property owners. She indicated she would most likely represent these residents if annexed. Welch stated she understood the concerns. She mentioned this annexation is not simply for tax dollars. Welch advised any time she has a constituent call her, she is responsive in getting them answers. She mentioned one resident had asked her if she had a well upon annexation, would she be required to hook up to city water if available. Shewchuk stated there is no requirement for anyone to hook up to city water. Welch stated she previously had a house on septic near 39<sup>th</sup> Street and Suburban Drive in which she was assessed when city sewer was constructed. She advised she knew the city would not want to put in a new sewer system until there were multiple septic system failures in the neighborhood. At that time, residents would be given the opportunity to connect. Welch invited residents to call and reach out to her for answers.

There was no one else present to speak for, or against, this request. Subsequently, Jacobson closed the public hearing.

Ackley stated there was an annexation package presented by the city approximately ten years ago in which a number of agricultural properties were removed. He inquired if any of the agricultural properties east of 36<sup>th</sup> Street were receiving greenbelt exemptions. Shewchuk stated he was aware some of these properties were receiving greenbelt. Ackley confirmed once annexed, these properties would lose their greenbelt. Shewchuk stated that was correct. He indicated this was specifically addressed with administration. Shewchuk advised the thought process is these properties are more urban in nature versus rural, and should be in the city. Ackley inquired as to which specific lots in this package were receiving greenbelt. Discussion followed on this matter. Ackley stated annexation is always controversial. He mentioned residents are already using city services by driving on city streets and the city does not get a tax benefit from that. Ackley indicated he had sympathy towards property owners receiving greenbelt. He stated a preference to remove the properties receiving greenbelt.

Jack and Tracey Jones, 8259 South 32<sup>nd</sup> Street, Bellevue, NE, stated they own Tax Lots F and G in this area and receive greenbelt status. Discussion ensued regarding the status of Tax Lot 1. It was verified that parcel also receives greenbelt.

Cain stated the Planning Commission is a recommending body. She mentioned the City Council will make the final decision. Cain advised these residents should make their comments known to the City Council. She also encouraged residents to contact individual city departments with specific questions. Cain stated she agreed with Ackley regarding properties with greenbelt status.



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Aerni questioned what these annexation areas will look like if large areas of greenbelt properties are not annexed. He inquired what that will look like from a big picture, comprehensive planning standpoint. Shewchuk stated "islands" of property left over create problems for law enforcement, as well as other city departments regarding questions over jurisdiction and regulations.

Cain commented residents were concerned the city was not prepared with a specific infrastructure plan upon annexation; however, she stated the city cannot have a plan until these properties are part of the city.

Ackley requested clarification as to the greenbelt status of Tax Lot 1. Shewchuk stated it appeared that property was receiving the greenbelt exemption.

MOTION made by Ackley, seconded by Cain, to recommend APPROVAL of a request to annex Lots 1 through 32 and vacated 37<sup>th</sup> Avenue, Barretts Subdivision; Lots 1 through 6, 9 through 20, 21B, and 24 through 30, Evening Vue; Lots 1 and 2, Evening Vue Replat 1; Lots 1 and 2, Evening Vue Replat 2; Lot 1, Clausen Acres; Lots 1 and 2, Paige Hill; Lots 1, 2, and 3, Loftus First Addition; Lot 1, Potter & George Replat 1; Lots 6, 7, and 8, Block 4, Potter & George Company's Subdivision; Lots 2, 3, 4, 5A, 5B, 6, 7A, 7B, 8B, 8A2, 9A2, and 9B, Block 3, Potter & George Company's Subdivision; Lots 1, 2, and 3, Syslo Addition; Lot 1, Boganowski Subdivision; Lot 1, Davis Subdivision; Tax Lots 2A and 2B, Section 21, Township 14 North, Range 13 East of the 6<sup>th</sup> P.M.; and all abutting county road rights-of-way. Applicant: City of Bellevue. This recommendation exempts the lots with greenbelt status. APPROVAL based upon the good of the city and in accordance with the Comprehensive Plan. Upon roll call, Casey, Perrin, Cain, Jacobson, Ackley and Smith voted yes. Aerni and Cutsforth voted no. Motion carried.

**This item will proceed to CITY COUNCIL for PUBLIC HEARING on April 22, 2019.**

PUBLIC HEARING was held on a request to annex Lots 1 through 7, Edward Warren Addition; Lots 1 and 2, Denny's Subdivision; Lots 1, 2, and 3, Norton's First Addition; Lots 1 and 2, Cornelison Addition; Lots 1 through 5, Pleasant Valley; Lot 1, J&J Addition; Lot 1, Goers Addition; Lots 1 through 24 and vacated alley, Block 2, Pennington Heights; Lot 1, Armbrust Addition; Lot 2, Lucy's Acres; Lot 2, Lucy's Acres Replat; Lots 17A, 18A, 18B1A, 18B2, 19B, 19C, 19D, 20A2, 20A3, 20A4, 20B2, 20B3, 20B4, 20B5, 20E, 20F2, 21 except east 30', north half of Lot 22, 24A, 25, 26, 27, north 15' of Lot 28, south 75' of the south half of Lot 28, and 31A1 west of railroad, Pleasant Hill or Martin's Subdivision; Lots 31C1A and 31D, Pleasant Hill Replat; Tax Lots H2, J1, J2, K1, K2, L1, L2, M, N, O1, O2, P1, P2, Q1, Q2, R1, R2, R3, T1, T2, U, V1B1, north 65' of Tax Lot I-2, and south 75' of Tax Lot I-2, Section 16, Township 14 North, Range 13 East of the 6<sup>th</sup> P.M., and all abutting county road rights-of-way. Applicant: City of Bellevue.

Rebecca Berg, 8105 South 36<sup>th</sup> Street, Bellevue, NE, stated she has issues with a culvert that runs under 36<sup>th</sup> Street and drains approximately 15 acres of stormwater onto her property. She provided a summary of this problem. Berg stated she previously worked with a hydrologist on this matter. She inquired if this issue would be addressed as part of an annexation. Discussion followed on this matter. Shewchuk advised he had gotten an email from Ms. Berg regarding this concern and had discussed it with the Public Works Department. He stated the Public Works Department advised the water naturally flows downhill, which cannot be prevented. Berg indicated the city diverts all of the water to her property from the culvert under 36<sup>th</sup> Street. Aerni mentioned if annexed, Ms. Berg would only have to deal with the city on this issue rather than both the city and Sarpy County. He indicated this could make it easier to resolve the problem. Berg initiated conversation regarding the effective date of the annexation.

Jack and Tracey Jones, 8259 South 32<sup>nd</sup> Street, Bellevue, NE, stated they own Tax Lots Q2 and T2, which are currently greenbelt. They advised they bale hay on these properties. Tracey Jones mentioned they also graze livestock on Lots 25 and 26, Pleasant Hill or Martin's Subdivision. Discussion on the properties which are used agriculturally and have greenbelt exemptions in this annexation area ensued. Shewchuk pointed out these properties are zoned RS-72 (Single Family Residence, 7,200 square foot zone) even though they may be used agriculturally. Discussion on the zoning and use of the properties followed. Jack Jones requested clarification on the cost of the road improvements, as well as how much it costs to resurface one mile of road. Shewchuk stated he was unsure as to specific costs per mile. He indicated the \$750,000 mentioned was a cumulative overview from the Street Department.

Greg Sorensen, 7725 South 36<sup>th</sup> Street, Bellevue, NE, stated he was opposed to the annexation. He indicated he built his house approximately 5-6 years ago and wanted to construct a garage this year; however, he will not be able to do so with increased taxes. Sorensen stated he would prefer these

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acreages not be annexed.

Matt Ramsey, 822 Bordeaux Avenue, Bellevue, NE was present to speak on this matter. He stated many of the parcels in this annexation package are large swaths of undeveloped land. Ramsey indicated the primary driver for new development has been through the use of SIDs. He described the use of SIDs as a financing method for developers. Ramsey clarified a SID cannot be created inside city limits. Shewchuk stated that was correct. Ramsey indicated annexing these properties would "freeze" them in their current state. He inquired if the city had financed the infrastructure for any private developments. Shewchuk stated the city has not done so. Ramsey stated he sees no issue from a legislative standpoint regarding these annexations; however, he indicated he did not believe it was beneficial to annex undeveloped land, essentially "locking" it for future use. Ackley commented there have been areas previously annexed into the city and later de-annexed once a developer came in to develop the area. He provided Kennedy Town Center near 25<sup>th</sup> Street and Chandler Road as an example of this. Ackley stated in this case and looking at the number of individual lots, it would be difficult for a developer to come in and put together an area of land large enough to develop. He mentioned he did not believe annexation would be prohibitive of future development, but rather with the amount of smaller, individually owned lots in this area it would be difficult for a developer to put together a parcel large enough to develop. Discussion on this topic followed.

Clara Gustafson, 8110 South 32<sup>nd</sup> Street, Bellevue, NE, stated she was against the annexation. She mentioned this property has been in her family since 1920. Gustafson indicated she sees no benefit to annexation and advised it would increase her property taxes. She mentioned that although she drives city streets, she also drives streets in Omaha as well and does not get charged for this "amenity." Gustafson stated her brother lives at 8008 South 32<sup>nd</sup> Street, Bellevue, NE, and was not able to attend the public hearing. She indicated her brother is opposed to the annexation also.

Sonya Hernandez, 7721 South 36<sup>th</sup> Street, Bellevue, NE, stated she and her husband own both 7717 and 7721 South 36<sup>th</sup> Street. She stated they are against the annexation and their taxes increasing.

There was no one else present to speak in favor of, or in opposition to this request. Subsequently, Jacobson closed the public hearing.

Aerni stated there is a 20 acre parcel to the east of Annexation Areas #3 and #4 which was not considered in the annexation package. Aerni stated the address of the parcel was 2803 Childs Road. He inquired as to why this was the case. Shewchuk replied the property owner of 2803 Childs Road (Jose Ramirez) had previously requested annexation as part of a small subdivision plat and rezoning request. He stated that request was moving through Planning Commission prior to this annexation package being put together. Shewchuk advised after Mr. Ramirez's hearing at Planning Commission, Mr. Ramirez withdrew his request for annexation. As a result, he stated the Ramirez property will be part of a later annexation package.

MOTION was made by ACKLEY, seconded by Smith, to recommend APPROVAL of a request to annex Lots 1 through 7, Edward Warren Addition; Lots 1 and 2, Denny's Subdivision; Lots 1, 2, and 3, Norton's First Addition; Lots 1 and 2, Cornelson Addition; Lots 1 through 5, Pleasant Valley; Lot 1, J&J Addition; Lot 1, Goers Addition; Lots 1 through 24 and vacated alley, Block 2, Pennington Heights; Lot 1, Armbrust Addition; Lot 2, Lucy's Acres; Lot 2, Lucy's Acres Replat; Lots 17A, 18A, 18B1A, 18B2, 19B, 19C, 19D, 20A2, 20A3, 20A4, 20B2, 20B3, 20B4, 20B5, 20E, 20F2, 21 except east 30', north half of Lot 22, 27, north 15' of Lot 28, south 75' of the south half of Lot 28, and 31A1 west of railroad, Pleasant Hill or Martin's Subdivision; Lots 31C1A and 31D, Pleasant Hill Replat; Tax Lots H2, J1, J2, K1, K2, L1, L2, M, N, O1, O2, P1, P2, Q1, R1, R2, R3, T1, U, V1B1, north 65' of Tax Lot I-2, and south 75' of Tax Lot I-2, Section 16, Township 14 North, Range 13 East of the 6<sup>th</sup> P.M., and all abutting county road rights-of-way. Applicant: City of Bellevue. This recommendation exempts the lots with greenbelt status. APPROVAL based upon consistency with the Comprehensive Plan.

Shewchuk clarified the legal description of the lots with greenbelt status.

Aerni stated he opposed the motion last time due to removing the lots with greenbelt status. He indicated he was not a fan of leaving parcels out of the annexation package for this reason. Aerni advised he understood why it was being proposed; however, he commented it was not good for the overall comprehensive plan of the city. As a result, he stated he would oppose the motion this time as well. Jacobson inquired if Aerni was proposing a different motion. Staff indicated there was a motion on the floor to be voted on unless that specific motion was amended. No further discussion was had on the motion. Casey clarified the lots being exempted in the motion did in fact receive greenbelt. Shewchuk stated that was correct.

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Upon roll call, Casey, Perrin, Cain, Jacobson, Ackley and Smith voted yes. Aerni and Cutsforth voted no. Motion carried.

**This item will proceed to CITY COUNCIL for PUBLIC HEARING on April 22, 2019.**

PUBLIC HEARING was held on a request to annex Tax Lots 2A, 3B, 4E, and 4F, Section 27, Township 14 North, Range 13 East of the 6th P.M.; Tax Lot C and part of the northwest quarter of the northeast quarter east of Cedar Island Road and north of Cornhusker Road, Section 28, Township 14 North, Range 13 East of the 6th P.M.; and all abutting county road rights-of-way. Applicant: City of Bellevue.

Suzy Plambeck, 2430 Glacier Drive, Papillion, NE, was present to represent her family who owns property at the northwest corner of 25<sup>th</sup> Street and Cornhusker Road. She indicated her family owns Tax Lot C. Plambeck indicated this property was owned by her family prior to the Depression. She stated her great-grandparents lost it in the Depression, and her grandmother saved her money and got the property back. Plambeck advised the property is over 20 acres and is used agriculturally. She mentioned corn and soybeans are planted on the property alternating years. Plambeck commented her family opposes the annexation due to the fact they would lose their greenbelt status, doubling their tax rate. She indicated it would also be a detriment to her family if they ever sold the property to be developed. Plambeck advised her family intends to keep farming it for now; however, she believes this property will be less attractive to developers if annexed. She stated annexation is not mutually beneficial for the property owner or the city.

Randy Plambeck, 2430 Glacier Drive, Papillion, NE, wanted to reiterate what Suzy Plambeck stated. He indicated this annexation would increase their taxes and make the property more difficult to sell in the future.

David and Roxanne Meisinger, 2721 Meisinger Road, Bellevue, NE, stated they own the property at the northeast corner of Cedar Island Road and Cornhusker Road. Mr. Meisinger indicated his property also has greenbelt. They stated their opposition to the annexation due to the fact they would lose their greenbelt status and their taxes would be increased. Conversation followed regarding greenbelt status and the annexation package.

Ackley clarified Tax Lot 4F was also greenbelt. Shewchuk stated it was. Ackley stated annexation makes it not economical for people to farm anymore if they lose their greenbelt status on these smaller parcels. He advised the city is forcing people to sell in this type of situation. Ackley mentioned if these people wanted to sell, they would have done so. He stated forcing people to sell and hoping to create development does not feel right to him. Ackley advised he realizes this leaves a "donut" situation for the city. He stated forcing people out of their greenbelt status does not philosophically feel right to him.

Aerni stated he agreed with Ackley on this particular annexation area. He mentioned these are truly parcels west of the current city limits, which does not create a "donut" situation for the city. Conversation on this matter followed.

MOTION was made by Ackley, seconded by Jacobson, to recommend APPROVAL of a request to annex Tax Lots 2A, 3B, and 4E, Section 27, Township 14 North, Range 13 East of the 6th P.M.; and all abutting county road rights-of-way. Applicant: City of Bellevue. APPROVAL based on consistency with the Comprehensive Plan. This recommendation exempts the lots with greenbelt status. Upon roll call, Casey, Perrin, Cain, Aerni, Jacobson, Ackley and Smith voted yes. Cutsforth voted no. Motion carried.

**This item will proceed to CITY COUNCIL for PUBLIC HEARING on April 22, 2019.**

Smith exited the Chambers at 9:46 p.m.

There was discussion regarding the revised 2019 Uniform Review Schedule.

MOTION was made by Cutsforth, seconded by Perrin, to APPROVE the revised 2019 Uniform Review Schedule as presented. Upon roll call, Casey, Perrin, Cain, Jacobson, Ackley, and Cutsforth, voted yes. Aerni voted no. Motion carried.

Smith re-entered the Chambers at 9:48 p.m.

Meeting adjourned at 9:48 p.m.

# MINUTE RECORD

Bellevue Planning Commission Meeting, March 28, 2019, Page 10

A handwritten signature in cursive script, reading "Tammi L. Palm".

Tammi L. Palm  
Land Use Planner

# MINUTE RECORD

4-8-19

## CLAIMS FOR APRIL 8, 2019

### MAYOR

BELLEVUE CHAMBER OF COMMERCE	CPS-LEGISLATIVE RECEPTION	20.00
METROPOLITAN AREA PLANNING AGENCY	CPS-MAPA LUNCHEON	15.00
		<u>\$ 35.00</u>

### CITY ADMINISTRATOR

BELLEVUE CHAMBER OF COMMERCE	CPS-LEGISLATIVE RECEPTION-RISTOW	20.00
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	105.34
CHICK-FIL-A	CPS-STRATEGIC PLANNING MEETING	220.00
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-APR 2019	5,219.88
SPARTAN NASH STORES, LLC	CPS-STRATEGIC PLANNING MEETING	56.75
U.S. CELLULAR	MONTHLY SERVICE	49.01
		<u>\$ 5,670.98</u>

### CITY COUNCIL

BELLEVUE CHAMBER OF COMMERCE	CPS-LEGISLATIVE RECEPTION-SHANNON	20.00
BELLEVUE CHAMBER OF COMMERCE	CPS-LEGISLATIVE RECEPTION-WELCH	20.00
DON PREISTER	REIMB INTERNET SERVICE	83.55
OFFUTT ADVISORY COUNCIL	MEMBERSHIP DUES-WELCH	200.00
		<u>\$ 323.55</u>

### LEGAL

AMAZON.COM, LLC	HP PRINTER, PRINTER SUPPLIES	390.67
DELL MARKETING L.P.	COMPUTERS-LEGAL OFFICE	4,650.86
INDOFF	OFFICE SUPPLIES	340.14
MIDLANDS PRINTING	BUSINESS CARDS, LETTERHEAD	608.37
MONTÉ EVANS	BUSINESS PHOTOS	89.95
U.S. CELLULAR	MONTHLY SERVICE	476.07
		<u>\$ 6,556.06</u>

### CABLE ADVISORY

AMAZON.COM, LLC	CONVERTER CABLE	54.09
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-APR 2019	3,857.20
PETTY CASH - FINANCE	DISC FOR RECORDER	70.91
U.S. CELLULAR	MONTHLY SERVICE	49.01
		<u>\$ 4,031.21</u>

### CITY CLERK

EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-APR 2019	3,924.31
MIDLANDS PRINTING	BUSINESS CARDS	84.76
		<u>\$ 4,009.07</u>

### FINANCE/RISK MANAGEMENT

CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	77.12
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-APR 2019	8,205.31
INDOFF	OFFICE SUPPLIES	407.33
MU CONFERENCE-ADA	CPS-ADA CONFERENCE-WOODARD	750.00
THE CURE	FIRST AID SUPPLIES	78.24
U.S. CELLULAR	MONTHLY SERVICE	49.01
		<u>\$ 9,567.01</u>

# MINUTE RECORD

## CLAIMS FOR APRIL 8, 2019

PAGE 2

### LIBRARY

AMAZON.COM, LLC	BOOKS, VIDEOS, PROGRAM SUPPLIES	395.95
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-APR 2019	7,540.89
INDOFF	OFFICE SUPPLIES	201.77
INGRAM LIBRARY SERVICES	BOOKS	1,642.71
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	215.40
NEOFUNDS BY NEOPOST	REFILL POSTAGE METER-LIBRARY	650.00
RECORDED BOOKS	RECORDED BOOKS	88.64
THE CLARK ENERSEN PARTNERS, INC	LIBRARY FEASIBILITY STUDY	5,957.29
WALMART COMMUNITY	IPAD, CASE, SUPPLIES	400.66
		<b>\$ 17,093.31</b>

### ADMINISTRATIVE SERVICES

ALEGENT HEALTH OHS/EAP	PHYSICALS	498.00
DILLONS CUSTOMER CHARGES	CPS-EMPLOYEE APPRECIATION LUNCHEON	85.16
DJ'S DUGOUT	CPS-EMPLOYEE APPRECIATION LUNCHEON	100.00
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-APR 2019	11,228.79
IDEAL PURE WATER COMPANY	BOTTLED WATER	124.00
INSTITUTE FOR COMMUNITY ALLIANCES	USER LICENSE FEE	200.00
INTEGRATED REHAB	RANDOM DRUG TESTS	1,860.00
OMAHA WORLD HERALD CO	LEGAL AD	9.43
ONE SOURCE	BACKGROUND CHECKS	410.05
PAYCHEX of NEW YORK, LLC	PAYCHEX ADMIN FEE-FEB 2019	99.00
SPARTAN NASH STORES, LLC	CPS-EMPLOYEE APPRECIATION LUNCHEON	17.98
U.S. CELLULAR	MONTHLY SERVICE	49.62
ULTIMATE SOFTWARE GROUP, INC	SUBSCRIPTION TO 6-2019	29,000.00
UPS	PAYROLL MAILING FEE	1.28
		<b>\$ 43,683.31</b>

### PUBLIC WORKS

CORNHUSKER INTERNATIONAL TRUCKS	INJECTOR, SUPPLIES	2,539.34
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-APR 2019	6,148.52
LOGAN CONTRACTORS SUPPLY	SHOVELS, MARKING PAINT, MEASURING WHEEL	656.88
MENARDS	GLOVES	47.92
MICHAEL TODD & COMPANY	TUBE BROOMS. GUTTER BROOMS	2,743.56
MIDWEST SALES & SERVICE CO	CHANNEL POSTS	861.50
NEBRASKA IOWA SUPPLY CO	DIESEL FUEL	2,124.68
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2019-3-13	156.67
THE CURE	GLOVES, VESTS, RESPIRATORS-FLOOD 2019	395.76
U.S. CELLULAR	MONTHLY SERVICE	171.84
		<b>\$ 15,846.67</b>

### PARKS

A-RELIEF SERVICES	PORTABLE RESTROOMS	332.00
CORPORATE PAYMENT SYSTEMS	CPS-FEE FOR LATE ORDER	100.00
DULTMEIER SALES LLC	LIQUID SOAP	46.00
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-APR 2019	12,380.42
FERGUSON ENTERPRISES INC #1657	PLUMBING SUPPLIES	119.95
GRAINGER	V-BELT	10.54
MENARDS	REINFORCED MESH, COMPOST, MANURE	567.60
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2019-3-12	889.74
NEBRASKA IOWA INDUSTRIAL FASTENERS	PINS, SHANKS FOR MOWERS	45.65
P&M HARDWARE	ICE MELT	1,680.00

# MINUTE RECORD

## CLAIMS FOR APRIL 8, 2019

PAGE 3

### PARKS (cont'd)

PETTY CASH - FINANCE	SNOW CREW MEALS, LANDFILL USE	72.96
U.S. CELLULAR	MONTHLY SERVICE	131.69
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	6.71
WESTLAKE ACE HARDWARE	CAUTION TAPE-FLOOD 2019	157.93
WESTLAKE ACE HARDWARE	OFFICE SUPPLIES, TOOLS	40.14
		<b>\$ 16,581.33</b>

### RECREATION

BRANDI UDELL	REFUND FLAG FOOTBALL	35.00
CHARLOTTE SAUTTER	REFUND T-BALL	35.00
DILLONS CUSTOMER CHARGES	CONCESSION SUPPLIES	79.60
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-APR 2019	2,109.96
KIM ECKLUND	REFUND COACH PITCH	35.00
KRISTINA BARNES	REFUND SWIMMING LESSONS	105.00
U.S. CELLULAR	MONTHLY SERVICE	49.01
VOGEL WEST	MARKING PAINT FOR BALLFIELDS	58.45
WALMART COMMUNITY	CPS-SUPPLIES	9.18
		<b>\$ 2,516.20</b>

### BUILDING MAINTENANCE

ASSOCIATED FIRE PROTECTION	ANNUAL MONITORING	2,140.00
BIG RED LOCKSMITHS	CHANGE CYLINDER COMBINATION	40.00
CARPENTER PAPER CO	JANITORIAL SUPPLIES	507.82
DAY ELECTRIC SERVICE, INC	REPLACE CIRCUIT BREAKER PANEL, REPAIR OVERHEAD HOIST, WIRE COMPRESSOR	9,338.46
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-APR 2019	8,083.14
FIRE PROTECTION SERVICES, LLC	INSPECT SMOKE DETECTORS	80.00
HILLYARD	JANITORIAL SUPPLIES	263.92
INDOFF	OFFICE SUPPLIES	66.64
JACKSON SERVICES, INC	DOOR MAT SERVICE-LIBRARY	163.88
MENARD - RALSTON	AERATOR	19.88
MENARDS	MULCH, RIVER ROCK, SUPPLIES, AERATOR, WEED KILLER, GRASS SHEARS	578.75
MENARDS- COUNCIL BLUFFS	AERATOR	9.94
THE HOME DEPOT PRO-SUPPLY WORKS	JANITORIAL SUPPLIES	1,551.36
TRICO MECHANICAL SERVICES	PAN TABLETS, FILTERS, FILTERS, BELTS	902.29
U.S. CELLULAR	MONTHLY SERVICE	24.81
WESTLAKE ACE HARDWARE	MASKING TAPE, AERATOR, ROLLER FRAME, SUPPLIES	23.24
		<b>\$ 23,794.13</b>

### CEMETERY

EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-APR 2019	1,506.62
NEBRASKA CEMETERY ASSOCIATION	MEMBERSHIP DUES-2019	40.00
U.S. CELLULAR	MONTHLY SERVICE	49.01
		<b>\$ 1,595.63</b>

### STREETS

ASPHALT & CONCRETE MATERIALS	ASPHALT	4,234.71
EBAY MARKET	CPS-CHARGER	101.99
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-APR 2019	37,108.89
INDOFF	OFFICE SUPPLIES-FLOOD 2019	354.05
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	83.73
MENARDS	GAS CAN, HELMETS, SUPPLIES	95.75
METROPOLITAN UTILITIES DIST	HYDRANT ASSEMBLY RENTAL	174.00

# MINUTE RECORD

## CLAIMS FOR APRIL 8, 2019

PAGE 4

### STREETS (cont'd)

MICHAEL TODD & COMPANY	SPRAY PAINT, RED FLAGS	118.32
PETTY CASH - FINANCE	PETTY CASH-VEHICLE TITLE	17.00
PRECISE MRM LLC	GPS TRACKING POOLED DATA PLAN	1,034.01
THE SCHEMMER ASSOCIATES	SIDNEY ST SURVEY	2,105.00
THOMPSON DREESSEN & DORNER	25TH ST IMPROVEMENTS	487.50
U.S. CELLULAR	MONTHLY SERVICE	148.95
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	6.71
		<b>\$ 46,070.61</b>

### FLEET MAINTENANCE

A&L HYDRAULICS, INC	HYD SNOW PLOW CYLINDER	247.32
ALLIED OIL & TIRE COMPANY	TRANS FLUID	525.75
AUTO BODY AUTHORITY	TOW CHARGE-CRUISER	90.00
AUTO VALUE PARTS - SOUTH OMAHA	PARTS	5.98
AUTOMOTIVE WAREHOUSE DIST, INC	PARTS, BELT TENSIONERS, HD SOLUTIONS	661.71
BAUER BUILT	TIRES	265.00
BAUM HYDRAULICS CORP	WIPER, COUPLING CHAINS	43.16
BAXTER FORD	WIRE, SPRINGS, ROTOR ASSEMBLY, WHEEL, HANDLE, ADJUSTER	461.59
BUMPER & AUTO OF OMAHA	BUMPER MOUNTS	459.00
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	25.97
CORNHUSKER INTERNATIONAL TRUCKS	BRACKET, FAN BELT, HEAT CLAMP, FRONT GUARD	410.33
DELL MARKETING L.P.	CPS-TABLETS	6,272.61
DULTMEIER SALES LLC	DISCHARGE HOSE, REDUCER	84.15
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-APR 2019	19,510.81
FACTORY MOTOR PARTS CO	FAN CONTROLLER, FAN ASSEMBLY, VAPOR CANISTER, FUEL PUMP	444.06
FARM PLAN	BREATHING, FILTER, WHEEL, BLOWER	569.02
FORCE AMERICA, INC	PRESSURE SWITCH	130.40
GCR TIRES & SERVICE	TIRE TUBES	70.00
HANNAY REELS	CPS-SUPER SWIVEL JST	90.00
INLAND TRUCK PARTS CO	SEAT AIR BAGS, REPAIR DRIVE SHAFT	1,499.83
INTERSTATE BATTERIES	BATTERIES	1,707.68
INTERSTATE POWER SYSTEMS, INC	POTENTIOMETER	315.97
J & J SMALL ENGINE SERVICE	CASTER KIT	245.22
JIM HAWK TRUCK TRAILERS	IP CARTRIDGE, SEALS	364.93
KRIHA FLUID POWER CO	FITTINGS, BRASS NIPPLES, HYD MOTOR, SWIVEL	506.22
MATHESON TRI-GAS INC	GLOVES, KNEE PADS	96.18
MAX I WALKER	UNIFORM PURCHASE-A DRELICHARZ	130.20
MENARDS	KNIFE AND TOOL SHARPENER, HAMMER, BATTERIES, VACUUM BAGS, SUPPLIES	285.18
NAPA AUTO PARTS	PUSH MOUNT TIES, FILTERS, LAMP, OIL ANTENNA, GROOMETS	1,320.65
NEBRASKA IOWA INDUSTRIAL FASTENERS	LOCK NUTS, BLADES, LOCKS, ROPE CLIPS, FITTINGS	858.38
NORTH EASTERN FIRE & RESCUE	CPS-NUTS	106.03
O'REILLY AUTOMOTIVE PARTS	DRYING TOOL, TIRE FOAM	75.93
P&M HARDWARE	BELTS, WHEELS, SUPPLIES, FILTERS, SPANNER TUBES, BLADES	1,026.49
QUALITY TIRES, INC	TIRES	111.00
ROGER'S TOWING	TOW CHARGE- CRUISER	80.00
SUSPENSION SHOP	SPRINGS, BOLTS	1,077.24
TDV DISTRIBUTING	AEROSOL CANS	214.80
TED'S MOWER SALES & SERVICE	WHEELS	31.79
THERMO KING CHRISTENSEN	SUPER DUTY IMPACT	649.71
TOYNE, INC	V CONNECTOR	93.08



# MINUTE RECORD

## CLAIMS FOR APRIL 8, 2019

PAGE 5

### FLEET MAINTENANCE (cont'd)

TRUCK CENTER COMPANIES	FREON	359.80
TY'S OUTDOOR POWER & SERVICE	CARBURATOR	310.64
U.S. CELLULAR	MONTHLY SERVICE	64.83
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	38.70
WATCHGUARD VIDEO	CABLE ASSEMBLY	80.00
WESTLAKE ACE HARDWARE	FASTENERS	17.16
WICK'S STERLING TRUCKS	SWITCH ASSEMBLY, LIGHT KNOB	110.08
		<b>\$ 42,144.58</b>

### PLANNING

COMFORT INN	LODGING FOR CONFERENCE-S CUTSFORTH	99.95
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-APR 2019	3,109.92
HAMPTON INN KEARNEY	LODGING FOR CONFERENCE-PALM	363.00
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	209.58
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2019-3-13	141.96
OMAHA WORLD HERALD	LEGAL ADS	45.51
		<b>\$ 3,969.92</b>

### PERMITS & INSPECTIONS

AMAZON.COM, LLC	CPS-OFFICE SUPPLIES	59.95
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-APR 2019	13,320.66
INDOFF	OFFICE SUPPLIES	6.80
INTERNATIONAL CODE COUNCIL, INC	CPS-RENEW MEMBERSHIP	90.00
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	160.65
MARRIOTT DENVER TECH	CPS-LODGING FOR CONFERENCE-CHRISTENSEN	770.00
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2019-3-13	189.27
SHELL SUPER STORE	CAR WASH	7.50
U.S. CELLULAR	MONTHLY SERVICE	177.85
		<b>\$ 14,782.68</b>

### POLICE/CODE ENFORCEMENT

AMAZON.COM, LLC	OFFICE SUPPLIES, FLAG DISPLAY CASE, CUTLERY, PRINTER SUPPLIES	499.05
A-RELIEF SERVICES	PORTABLE RESTROOM-RANGE	73.29
BLUE KNIGHTS	CPS-MOTORCYCLE CHALLENGES	180.00
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	205.31
DAY ELECTRIC SERVICE, INC	INSTALL OUTLET FOR CYBER LAB	1,339.02
DRURY HOTELS	CPS-LODGING FOR TRAINING	259.80
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-APR 2019	138,072.13
GREAT PLAINS UNIFORMS	UNIFORM PANTS, TACTICAL VEST	779.50
INDOFF	OFFICE SUPPLIES	93.96
INSTITUTE OF POLICE TECHNOLOGY & MANAGEMENT	CPS-SPECIAL EVENT PLANNING	595.00
INTERNATIONAL ASSOCIATION OF UNDERCOVER OFFICERS	CPS-UNDERCOVER TECHNIQUES	425.00
LIVE ACTION SAFETY	HEMORRHAGE CONTROL TRAINER	317.87
MENARDS	LUMBER, SUPPLIES, ELECTRICAL SUPPLIES	299.16
NEBRASKA STATE PATROL	MACH USER LICENSE-2019	1,632.00
NEBRASKA STATE PATROL	TRACS USE FEE-2019	3,900.00
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2019-3-13	3,451.50
PEER SUPPORT	CPS-INTERVENTION TRAINING	250.00
PETTY CASH - FINANCE	TOWELS, NOTARY FEE, MAIL, PARKING	57.16
SOUTHWEST AIRLINES	CPS-TRAVEL-SPECIAL EVENT TRAINING	582.99
TECHLINE TECHNOLOGIES, INC	TACMED TRAINING WOUND CARE	224.84
THE CURE	RESPIRATORS, KNEE BOOTS, GLASSES-FLOOD 2019	4,192.84
TWELVE SIXTY SIX	CPS-SOCIAL MEDIA TRAINING	600.00
U.S. CELLULAR	MONTHLY SERVICE	2,496.08
		<b>\$ 160,526.50</b>

# MINUTE RECORD

## CLAIMS FOR APRIL 8, 2019

PAGE 6

### FIRE & RESCUE

AMAZON.COM, LLC	COMPUTER SUPPLIES, OFFICE SUPPLIES, BOOTS, PRINTER SUPPLIES, KITCHEN SUPPLIES, SCANNER	1,593.35
AIRGAS USA, LLC	MEDICAL SUPPLIES	136.04
AUTO BODY AUTHORITY	SQUAD TOW CHARGE	150.00
BELLEVUE PRINTING COMPANY	OPEN BURNING PERMITS	90.00
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	10,379.38
CREIGHTON EMS EDUCATION	BLS INSTRUCTOR COURSES	2,635.00
DONALD GIFFORD	REIMBURSE FOR PER DIEM	89.25
ED M FELD EQUIPMENT CO	BREATHING AIR COMPRESSOR, SCBA REPAIR	38,469.00
EC DATA SYSTEMS, INC	CPS-MONTHLY SHARE OF FAX SERVER	7.95
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-APR 2019	62,054.79
GREAT PLAINS UNIFORMS	UNIFORM PANTS	841.50
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	292.02
MENARDS	REFLECTIVE NUMBERS, COFFEE MAKERS	41.46
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2019-3-13	1,414.19
MICHAEL ROBB	REIMBURSE FOR BOOTS	130.00
STRYKER SALES CORPORATION	WHEEL ASSEMBLY	56.19
UPS STORE	CPS-MAILING	23.98
U.S. CELLULAR	MONTHLY SERVICE	456.11
USAA REFUNDS	REIMBURSEMENT-44219467368970	750.00
WALMART COMMUNITY	SUPPLIES	57.89
WESTLAKE ACE HARDWARE	CLEANING SUPPLIES. SOCKET WRENCH, TOOL BOX	378.61
ZIRMED, INC	MONTHLY PROFESSIONAL CLAIMS FEES	124.00

**\$ 120,170.71**

### NON-DEPARTMENTAL/CONTRACTS

CENTURY LINK	MONTHLY SERVICE-2019-3-19	274.66
PM AM CORPORATION	ALARM FEES-FEB 2019	2,038.33
SCOTT WELCH	CPS-MONTHLY WEB MAINTENANCE	125.00

**\$ 2,437.99**

### INFORMATION TECHNOLOGY

AMAZON.COM, LLC	CISCO CLOUD, COMPUTER SUPPLIES, OFFICE SUPPLIES, UNIDEN HOME PATROL SERVICE	1,618.62
CORE TECHNOLOGIES, INC	COMMUNICATION SUPPORT	1,514.14
EN POINTE TECHNOLOGIES	ADOBE SYSTEM	657.64
HOSTGATOR.COM	CPS-MONTHLY DOMAIN FEE-MAR 2019	59.95
TESSCO	RECEIVER MULTI COUPLER	1,544.60

**\$ 5,394.95**

### WASTEWATER

AMAZON.COM, LLC	LED LIGHT BAR, OFFICE SUPPLIES	138.08
CITY OF OMAHA	SEWER FEES-NOV 2018	368,635.92
ELLIOTT EQUIPMENT CO	SEWER JET PARTS, STEEL GAUGE	467.14
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-APR 2019	8,716.18
GRAINGER	PRESSURE GAUGE, VALVE, SPOTLIGHT	392.71
HDR ENGINEERING, INC	QUAIL CREEK LIFT STATION	24,056.88
HOSE & HANDLING, INC	HOSE ASSEMBLY, COUPLERS, ADAPTERS	2,711.42
J & J SMALL ENGINE SERVICE	V BELT	22.94
KERSTENS PRECAST CONCRETE, LLC	MAHOLE HOLE RISER, COVERS	3,340.00
MENARDS	TEAM MEETING SUPPLIES, LATCH ROTOHEAD, ANTENNA, BATTERIES, HOOKS	429.55
MIDWEST LABORATORIES	FUEL FINGERPRINT	90.00
NEBRASKA FURNITURE MART	MONITOR FOR TV VAN	213.96
U.S. CELLULAR	MONTHLY SERVICE	310.09
USA BLUE BOOK	SURVEYOR SUPPLIES	616.98
UTILITY EQUIPMENT COMPANY	GREEN MARKING PAINT	60.60

**\$ 410,202.45**

# MINUTE RECORD

## CLAIMS FOR APRIL 8, 2019

PAGE 7

### COMMUNITY DEVELOPMENT

ABBY HIGHLAND

CONSULTANT EXPENSES-MAR 10-15, 2019

1,169.42

\$ 1,169.42

### FEDERAL FORFEITURES

VERIZON WIRELESS

MONTHLY SERVICE

341.37

\$ 341.37

### G.O. BONDS

S&P GLOBAL MARKET INTELLIGENCE

S&P RATING

15,000.00

\$ 15,000.00

**TOTAL CLAIMS FOR APR 8, 2019**

**\$ 973,514.64**

**TOTAL PAYROLL FOR MAR 22, 2019**

**\$ 982,641.47**

📧 Reply all | ▾ 🗑 Delete Junk | ▾ ...

## Interested In Position On Planning Commission

7a  
4-8-19  
LB 840 committee



Stacen Gross <sgross@blackhawkhomeowners.org>

Sat 1/19, 11:58 AM

Rusty Hike ▾

📧 Reply all | ▾

Inbox

You replied on 1/19/2019 12:55 PM.

Mayor Hike,

I am interested in serving on the Bellevue Planning Commission, especially now that I know that our neighborhood, Blackhawk, is being considered for annexation into the City as I received notification this week! I currently serve as Chairman of SID 147 (Blackhawk) and also President of our Homeowners Association. I served a couple of years on the Sarpy County Planning Commission (2007 – 2009) and really enjoyed being back in touch with the planning and development field.

About me...I grew up on a farm in western Iowa and attended Iowa State University where I received a BS degree in Community & Regional Planning with a minor in Public Administration. My first job out of college was with the Washington County Planning & Zoning Department in Blair followed by the Metropolitan Area Planning Agency (MAPA) in Omaha. After a couple of years at MAPA, I left public service for the private sector with GeoComm which is a public safety/9-1-1 software and services company. One of the projects I worked on at Washington Co was the conversion of rural route box number addresses to conventional city-style addressing which is where I had my first contact with public safety and 9-1-1. After some time at MAPA assisting local government on planning projects, I realized that I really liked working with local and state government, but I also liked the rewarding feeling I had working with public safety and 9-1-1 agencies, so I took a job with GeoComm which was a start-up at that time with 7 employees serving customers in the Upper Midwest. I am now a Territory Sales Manager and part owner and we have just over 100 employees and nearly 3,000 customers nationwide.

As far as family...my wife Molly and I have lived in Blackhawk for just about 15 years now and we love the community.

My wife Molly grew up here in Bellevue. We have 4 children, sons Tyler 25 who works with me at GeoComm, Evan 23 who works at NFM and Jordan 19, a freshman at UNO and Meg 15 who is a freshman at Bellevue West. Molly is a part-time photographer and is active in local, State and national PTA.

Thank you in advance for your consideration. I look forward to the opportunity of serving and being involved in shaping the future of this great community!

Stacen C. Gross  
2920 Blackhawk Cir  
Bellevue, NE 68123  
(402) 321-0817

**Robert James Klug**  
**2002 Geri Circle**  
**Bellevue, NE 68147**  
**(402) 659-9714**  
[klugr89@yahoo.com](mailto:klugr89@yahoo.com)

**Objective:** City of Bellevue Planning Commission/Other Boards

**Education:** University of Nebraska at Omaha  
Endorsement: Social Science, 7-12  
Bachelor of Science in Education 2009

Peru State College/Chadron State  
Endorsements/Certificates: Curriculum & Instruction/Administration  
Masters of Science in Education 2016

**Teaching**

**Experience:** Bellevue West High School, Bellevue Public Schools  
Bellevue, Nebraska: 9<sup>th</sup> Grade American History

- Develop and taught thought provoking lesson plans
- Implemented a constructive classroom management style
- Generate both formative and summative assessments strategies to check students learning
- Used technology within and throughout lessons to better help student comprehension
- Stay current on the ever changing subjects in which I teach
- Construct and maintain relationships with parents, faculty, and students
- 9<sup>th</sup> Grade Team Leader & PBIS Committee Member
- Co-teaching, MAP Testing, & Literacy Team Facilitator

**Related**

**Experience:** Bellevue West High School, Bellevue Public Schools  
Head Coach, 9<sup>th</sup> Grade, Fall 2014 – Present  
Assistant Football Coach, 9<sup>th</sup> Grade Offensive Coordinator, Fall 2010 – 2013

- Develop Offensive Philosophy Based on Varsity Concepts
- Organize community service programs for the football program
- Interact and participate in community
- Create sound communication to parents & to the rest of the coaching staff

Omaha Northwest High School, Omaha Public Schools, Omaha, NE  
Assistant Football Coach, 9<sup>th</sup>-12<sup>th</sup> Grades, Fall 2005 – Fall 2008

- Plan & organize daily practice schedule for wide receivers/defensive backs
- Interact with & develop first rate relationships with our players
- Prepare future generations through the program's youth summer camps

**Other**

**Employment:** Omaha Country Club, Omaha, NE  
Golf Shop Assistant, Summer 2004 – Summer 2017

- Organize and maintain bag room efficiency
- Supervise the outside bag room staff
- Oversee and balance the end of day golf shop closing

**Community  
Service:**

Salvation Army: Driver during bell season  
Make-A-Wish Foundation  
Special Olympics: Color Me Rad Run

**Honors/  
Awards:**

PTSA Teacher of the Year 2013  
Bellevue Rotary Teacher of the Year 2013  
Chick-Fil – A Teacher of the Month September 2013

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

80  
4-8-18

COUNCIL MEETING DATE:	04/08/2019	AGENDA ITEM TYPE:	
SUBMITTED BY:  Julie Dinville, Library Director		SPECIAL PRESENTATION	<input type="checkbox"/>
		LIQUOR LICENSE	<input type="checkbox"/>
		ORDINANCE	<input type="checkbox"/>
		PUBLIC HEARING	<input type="checkbox"/>
		RESOLUTION	<input type="checkbox"/>
		CURRENT BUSINESS	<input type="checkbox"/>
		OTHER (SEE CLERK)	<input checked="" type="checkbox"/>

SUBJECT:

**Proclamation for National Library Week 2019**

SYNOPSIS:

Mayor Hike proclaims April 7-13, 2019, as National Library Week

FISCAL IMPACT:

None

BUDGETED ITEM: ☐ YES ☒ NO

GRANT/MATCHING FUNDS

☐ YES ☒ NO

IF NO, EXPLAIN:

IF YES, %, \$, EXPLAIN:

No funds needed for the proclamation

PROJECT NAME, CALENDAR AND CODING:

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

RECOMMENDATION:

That a proclamation be made by Mayor Rusty Hike for April 7-13, 2019, as National Library Week

BACKGROUND:

National Library Week is an annual celebration highlighting the valuable role libraries, librarians and library workers play in transforming lives and communities. Libraries are at the heart of their cities, towns, schools and campuses. They have public spaces where people of all backgrounds can come together and connect. Library programs encourage community members to meet to discuss civic issues, work together using new technologies or learn new skills or about new ideas. Library staff also partner with other civic and service organizations to actively engage with the people they serve, always striving to make sure their community's core needs are being met. First sponsored in 1958, National Library Week is a national observance sponsored by the American Library Association (ALA) and libraries across the country each April.

ATTACHMENTS:

1 Proclamation

2

3

4

5

6

SIGNATURES:

ADMINISTRATOR APPROVAL: \_\_\_\_\_

FINANCE APPROVAL: \_\_\_\_\_

LEGAL APPROVAL: \_\_\_\_\_



**National Library Week 2019  
Proclamation**

**WHEREAS**, today's libraries are not just about books but what they do for and with people;

**WHEREAS**, libraries of all types are at the heart of cities, towns, schools and campuses;

**WHEREAS**, libraries have long served as trusted and treasured institutions where people of all backgrounds can be together and connect;

**WHEREAS**, libraries and librarians build strong communities through transformative services, programs and expertise;

**WHEREAS**, libraries, which promote the free exchange of information and ideas for all, are cornerstones of democracy;

**WHEREAS**, libraries promote civic engagement by keeping people informed and aware of community events and issues;

**WHEREAS**, librarians and library workers partner with other civic organizations to make sure their community's needs are being met;

**WHEREAS**, libraries and librarians empower their communities to make informed decisions by providing free access to information;

**WHEREAS**, libraries are a resource for all members of the community regardless of race, ethnicity, creed, ability, sexual orientation, gender identity or socio-economic status, by offering services and educational resources that transform lives and strengthen communities;

**WHEREAS**, libraries, librarians, library workers and supporters across America are celebrating National Library Week.

**NOW, THEREFORE**, be it resolved that I Mayor Rusty Hike proclaim National Library Week, April 7-13, 2019. I encourage all residents to visit the library this week and explore what's new at your library and engage with your librarian. Because of you, Libraries Transform.



Rusty Hike, Mayor

8b 4-8-19



*Whereas,* In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

*Whereas,* this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

*Whereas,* Arbor Day is now observed throughout the nation and the world, and

*Whereas,* trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and

*Whereas,* trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

*Whereas,* trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

*Whereas,* trees, wherever they are planted, are a source of joy and spiritual renewal.

*Now, Therefore, I,* Rusty Hike, Mayor of the City of  
Bellevue, Nebraska, do hereby proclaim  
April 26th, 2019 as

# Arbor Day

In the City of Bellevue, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and


*Further,* I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

*Dated this* 8th day of April 2019  
Mayor



CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

8C  
4-8-18

COUNCIL MEETING DATE:	04/08/2019	AGENDA ITEM TYPE:	
SUBMITTED BY:  Chief Elbert 		SPECIAL PRESENTATION	<input checked="" type="checkbox"/>
		LIQUOR LICENSE	<input type="checkbox"/>
		ORDINANCE	<input type="checkbox"/>
		PUBLIC HEARING	<input type="checkbox"/>
		RESOLUTION	<input type="checkbox"/>
		CURRENT BUSINESS	<input type="checkbox"/>
		OTHER (SEE CLERK)	<input type="checkbox"/>

SUBJECT:

**Recognition of TightCuts Barbershop (Cuts for Kids)**

SYNOPSIS:

Recognize TightCuts Barbershop for their participation in the Sarpy County Cuts for Kids Program.

FISCAL IMPACT:

None

BUDGETED ITEM: ☐ YES ☐ NO

GRANT/MATCHING FUNDS

☐ YES ☐ NO

IF NO, EXPLAIN:

IF YES, %, \$, EXPLAIN:

There is no cost to the City.

PROJECT NAME, CALENDAR AND CODING:

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

RECOMMENDATION:

Mayor to read a letter of appreciation of TightCuts Barbershop participation in the program and present a plaque to owner John James.

BACKGROUND:

TightCuts Barbershop has partnered with the Bellevue Police Department to establish the Cuts for Kids Program. Thus far, they have provided over three hundred haircuts to under privileged youth in our community. The owner and his staff have come in on their day off and also stay late after normal business hours in order to cut hair for the program. The cost of the haircuts for the families are \$5 per kid, which is significantly lower than a regularly priced haircut. The owner, John James established the business in 1995, and this BarberShop has been a part of many Bellevue residents lives since they were kids. Many of our youth go to this barbershop and are greeted with kindness, a positive environment and offered positive advice to help get and/or keep them on the right path to success in life. The owner has stated on many occasions that he does not care about the money, he just wants to help out the kids. Getting their haircut helps to build their self esteem and also takes away one more thing that others could use to make fun of and/or bullying these youth for.

ATTACHMENTS:

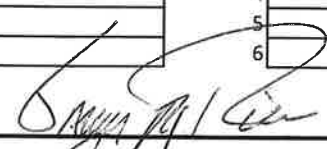

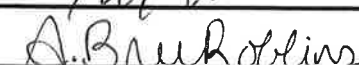
1		4	
2		5	
3		6	

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

10a  
4-8-19

COUNCIL MEETING DATE:	April 3, 2019	AGENDA ITEM TYPE:
SUBMITTED BY:  City Clerk's Office	SPECIAL PRESENTATION	<input type="checkbox"/>
	LIQUOR LICENSE	<input checked="" type="checkbox"/>
	ORDINANCE	<input type="checkbox"/>
	PUBLIC HEARING	<input type="checkbox"/>
	RESOLUTION	<input type="checkbox"/>
	CURRENT BUSINESS	<input type="checkbox"/>
	OTHER (SEE CLERK)	<input type="checkbox"/>

SUBJECT:

Application of Willow Springs Bottling Co. Inc. for special Designated Liquor License

SYNOPSIS:

Approve recommendation of Willow Springs Bottling Co. Inc. dba Cornhusker Beverage Mart for a Special Designated Liquor License for Alumni Party on June 1, 2019, from 3:00 p.m. to 11:00 p.m.

FISCAL IMPACT:

One Day License Fee - \$40.00

BUDGETED ITEM: ☐ YES ☒ NO

PROJECT # & TRACKING INFORMATION:

RECOMMENDATION:

The Police have reviewed the application and given feedback (see attached). Request Council to make a recommendation to the NLCC.

BACKGROUND:

Special Designated Liquor License (SDL's) Applications are turned in directly to the City Clerk's Office. They are reviewed by the Police, submitted to the City Council for review and recommendation, and then forwarded to the Nebraska Liquor Control Commission for issuance (if there are no issues).

ATTACHMENTS:

1	Application	4	
2	Police Report	5	
3		6	

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:

*[Signature]*

*N/A*

*A. Bruce Robbins*

## Special Designated License Local Recommendation (Form 200)

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

Willow Springs Bottling Co. Inc. DBA Cornhusker Beverage Mart

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

8510 K Street, Omaha 68127, Douglas County #1

Retail Liquor License Address or Non-Profit Business Address

CK 117309

Retail License Number or Non-Profit Federal ID #

Event Date(s):

6/1/2019

Event Start Time(s):

3pm

Event End Time(s):

11pm

Alternate Date: none

Alternate Location Building & Address: none

Event Building Name: Daniel Gross Catholic High School

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

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

Outdoor area to be licensed in length & width: 30 x 90 (Diagram Form #109 must be attached)

Type of Event: Alumni party Estimate # of attendees: 350

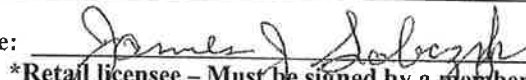
Type of alcohol to be served: Beer ☒ Wine ☒ Distilled Spirits ☒

(If not marked, you will not be able to serve this type of alcohol)

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

Event Contact Email: info@cornhuskerbeverage.com

\*Signature Authorized Representative:



\*Retail licensee – Must be signed by a member listed on permanent license

\*Non-Profit Organization – Must be signed by a Corporate Officer

Local Governing Body completes below:

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

Local Governing Body Authorized Signature

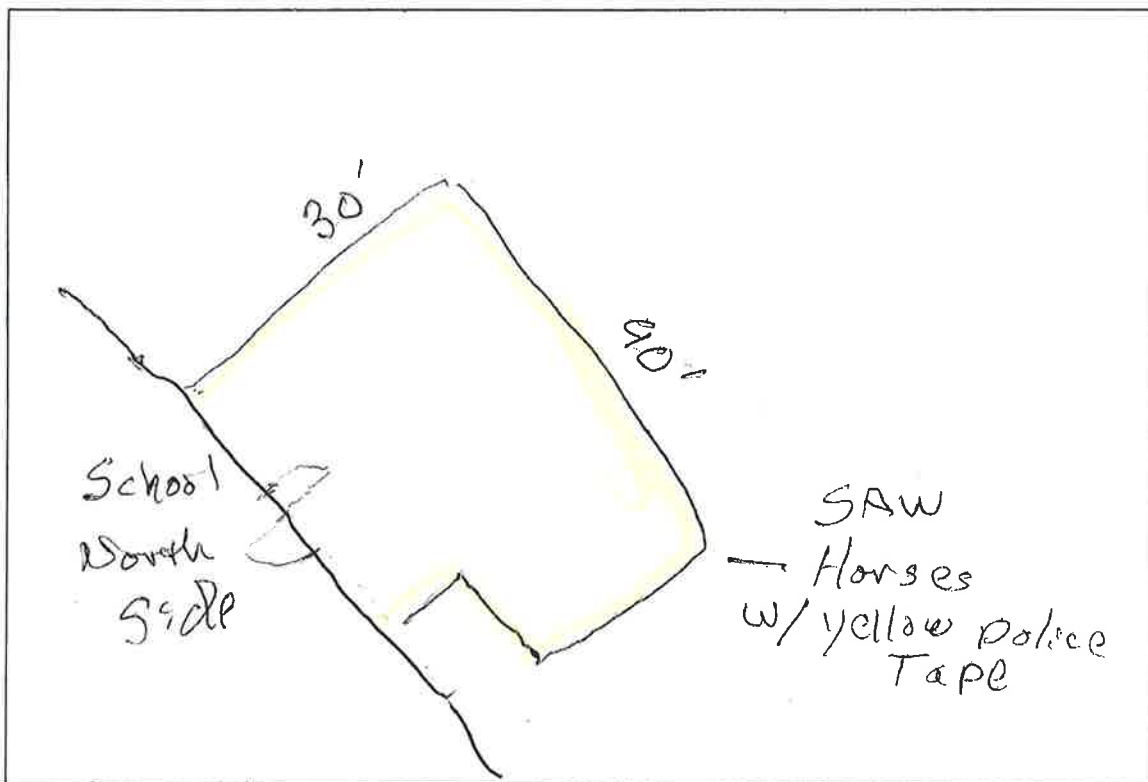
Date

# OUTDOOR AREA DIAGRAM

HOW AREA WILL BE PATROLLED They Have Paid Security

- IF APPLICABLE, OUTDOOR AREA MUST BE CONNECTED TO INDOOR AREA IF INDOOR AREA IS TO LICENSED
- MEASUREMENT OF OUTER WALLS OF AREA TO BE LICENSED MUST INCLUDED LENGTH & WIDTH IN FEET
- DOUBLE FENCING IS REQUIRED FOR ALL NON-PROFIT ORGANIZATIONS UNLESS FORM #140 IS FILED WITH THIS FORM AND IS APPROVED BY THE COMMISSION
- RETAIL LIQUOR LICENSE HOLDERS ARE NOT REQUIRED TO DOUBLE FENCE, ALTHOUGH MEASURES NEED TO BE TAKEN TO SECURE THE AREA

DIAGRAM OF PROPOSED AREA:



CORNHUSKER  
has a retail license.

## Nicole Bourquin

**From:** Molly Nolte <nolte@gcgmail.org>  
**Sent:** Monday, April 1, 2019 2:33 PM  
**To:** Nicole Bourquin  
**Subject:** RE: Fencing and Security

Nicole,

Below is a google maps screen shot of Gross Catholic and the area we would like included in the liquor license.

Let me know if you need anything else from me.

Thanks!

Molly

*Bar would be inside building. The outside area would be what is traced in yellow 30' x 90'. Area will be defined by 5 iron horses and yellow police tape.*





APPLICATION FOR SPECIAL DESIGNATED LIQUOR LICENSE

POLICE REPORT

DATE OF COUNCIL MEETING: 04-08-19 Due to City Clerk: 04-06-19

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

LOCATION/ADDRESS: Daniel Gross Catholic High School, 7700 South 43<sup>rd</sup> Street,  
Bellevue, NE 68147

REQUESTED ACTION: Approval of a Special Designated Liquor License to sell beer,  
wine & distilled spirits at the Alumni Party on 06/01/19, from 3:00 p.m. until 11:00 p.m.

INDIVIDUALS TO BE CHECKED:

Name & Address

D.O.B.

S.S.N.

Jim Sobczyk, Owner/Manager 402.216.4168

6-17-49

COMMENTS:

Approved

Sgt. Ding 4-3-19

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

13a  
4-8-19

COUNCIL MEETING DATE:	April 8, 2019	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"/>

SUBMITTED BY:	
Chris Shewchuk, Planning Director	

SUBJECT:

Request to annex Lot 2, Danielle's Farm Addition except that portion lying west of Quail Drive; Lots 4 and 5, Danielle's Farm Addition; Lot 2, Danielle's Farm Addition Replat 1; Lots 1 and 2, Chadwick Apartments Addition; Lot 1, Katherine Addition; Tax Lots 13 and 26, and part of the northeast quarter of the southeast quarter, north of road, Section 32, Township 14 North, Range 13 East of the 6th P.M.; Tax Lots 16B, 17A1B, 17A2, 17B, 18B, and part of Tax Lot 17A1A lying east of 40th Street, Section 5, Township 13 North, Range 13 East of the 6th P.M.; and all abutting county road right-of-way. Applicant: City of Bellevue.

SYNOPSIS:

The City is proposing to annex a number of unincorporated lots adjacent, or nearly adjacent, to the current city limits. The proposal has been divided into nine areas--the first five are on the current Council agenda, the next four will be on a Council agenda in May after having public hearing before the Planning Commission at its April meeting.

FISCAL IMPACT:

This annexation would have a positive fiscal impact on the City based upon tax revenues and expected departmental expenditures.

BUDGETED ITEM: ☐ YES ☐ NO

PROJECT # & TRACKING INFORMATION:

N/A

RECOMMENDATION:

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

BACKGROUND:

This ordinance pertains to Annexation Area #1. See attached Planning Department memorandum regarding the complete annexation package being proposed at this time.

ATTACHMENTS:

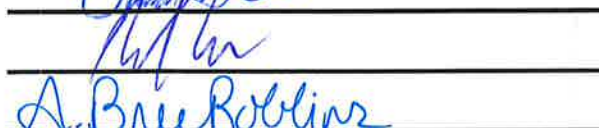
1 PC recommendation	4	
2 Planning Department staff memo	5	
3 Proposed Ordinance and Map	6	

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:



# City of Bellevue

## PLANNING COMMISSION RECOMMENDATION

APPLICANT: City of Bellevue

CITY COUNCIL HEARING DATE: April 22, 2019

REQUEST: Request to annex Lot 2, Daniell's Farm Addition except that portion lying west of Quail Drive; Lots 4 and 5, Daniell's Farm Addition; Lot 2, Daniell's Farm Addition Replat 1; Lots 1 and 2, Chadwick Apartments Addition; Lot 1, Katherine Addition; Tax Lots 13 and 26, Section 32, Township 14 North, Range 13 East of the 6<sup>th</sup> P.M.; part of the northeast quarter of the southeast quarter, north of road, Section 32, Township 14 North, Range 13 East of the 6<sup>th</sup> P.M.; part of Tax Lot 17A1A, lying east of 40<sup>th</sup> Street, Section 5, Township 13 North, Range 13 East of the 6<sup>th</sup> P.M.; Tax Lots 16B, 17A1B, 17A2, 17B, and 18B, Section 5, Township 13 North, Range 13 East of the 6<sup>th</sup> P.M.; and all abutting county road rights-of-way.

On March 28, 2019, the City of Bellevue Planning Commission voted eight yes, zero no, zero abstained, and one absent to recommend:

**APPROVAL** based upon based upon conformance with the State Statutes and city ordinances. **APPROVAL** also based upon benefit to the City of Bellevue.

VOTE:

Yes:	Eight:	No:	Zero:	Abstain:	Zero:	Absent:	One:
	Casey						Ritz
	Perrin						
	Cain						
	Aerni						
	Jacobson						
	Ackley						
	Cutsforth						
	Smith						

Planning Commission Hearing (s) was held on: March 28, 2019





## City of Bellevue

Office of the Planning Department

**To:** Mayor Hike, City Council, City Administrator Jim Ristow  
**From:** Chris Shewchuk, Planning Director *cms*  
**Date:** April 2, 2019  
**Subject:** City of Bellevue annexation proposal

As a result of its recent Strategic Planning session, the City is taking the position that it is in its best interest to annex areas adjacent to the existing city limits; it is also part of the natural growth and development of a city. The City of Bellevue is proposing to annex a large number of unincorporated lots adjacent or close to the existing city limits. We have divided the lots into nine geographical areas and have labeled them as Annexation Areas 1 through 9. The ordinances currently before the City Council are for the annexation of Areas 1, 2, 3, 4, and 6, as shown on the attached maps, comprised of 180 parcels. It is estimated that there are approximately 500 people living in these areas. The other four areas will be presented to the Planning Commission at its April meeting and brought to the Council in May. In some cases, residents are already receiving the benefits of city services, such as snow removal and fire protection; in other cases, the City is restricted in providing needed services, such as Code Enforcement, to areas that are outside the city limits.

Unlike with the annexation of Sanitary and Improvement Districts, the City does not assume any debt with the annexation of these unincorporated areas. The City will, however, begin receiving property tax revenue from these areas beginning in 2020. The current assessed value of the properties in this annexation proposal is \$33,821,438. Based upon the City's current levy, the increase in property tax receipts for the City would be \$206,310.77; this figure will change in the future based upon changes in assessed valuation and the City's property tax rate.

The properties involved in this annexation will see an increase in their tax levy in future years as a result of the City's levy being added to the tax bill; each property will also see the elimination of the levy assessed by its corresponding fire district. The properties involved in this annexation are in four different school districts and three different fire districts, resulting in six different total property tax levies across all the lots in this proposal. The following chart shows the current levies, based on school and fire districts:

School	Fire	Current levy	Future levy	Increase
Bellevue	Eastern Sarpy	1.77401	2.198227	0.424217
Bellevue	Papillion	1.723936	2.198227	0.474291
Omaha	Good Luck	1.848242	2.318495	0.470253
Omaha	Eastern Sarpy	1.894278	2.318495	0.424217
Papillion	Papillion	1.904194	2.378485	0.474291
Springfield	Papillion	1.625369	2.099660	0.474291

The annexation will affect the tax levy by removing the fire district levy and adding the City of Bellevue levy, currently 0.61. The annexation will not affect the levies of the other taxing jurisdictions. For a property valued at \$150,000, the change in property tax would be:

School	Fire	Current tax	Future tax	Increase
Bellevue	Eastern Sarpy	\$2,661.02	\$3,297.34	\$636.32
Bellevue	Papillion	\$2,585.90	\$3,297.34	\$711.44
Omaha	Good Luck	\$2,772.36	\$3,477.74	\$705.38
Omaha	Eastern Sarpy	\$2,841.42	\$3,477.74	\$636.32
Papillion	Papillion	\$2,856.29	\$3,567.73	\$711.44
Springfield	Papillion	\$2,438.05	\$3,149.49	\$711.44

The figures shown on these two charts reflect the current tax levy; levies and assessed valuations are subject to change.

This annexation proposal was distributed to other departments for review with a request to determine what additional resources they would require, in terms of manpower and equipment, to deliver services to the residents of these areas. While some departments indicated the ability to serve these areas with existing resources, the Police Department indicated the need for one additional Code Enforcement Officer to handle the expected increase in workload.

The Street Department also reported a need for additional manpower and equipment, plus an additional budget of \$86,592.96 for annual maintenance. While these five areas by themselves would result in partial needs, the total package of nine areas would result in the need for two full-time employees and one to two pieces of equipment. Additionally, approximately \$750,000 would need to be included in the CIP in the next three to five years for road projects. The City would receive an increase in its highway allocation of \$67,225.14 (based on current figures) with the addition of 7.98 lane miles in these areas. An estimated cost of street lighting has not been determined.

The financial aspects of this annexation proposal have been discussed with the City Administrator and Finance Director and both agreed the financial impacts of the annexation are within the City's budgetary means.

#### **DEPARTMENT RECOMMENDATION**

APPROVAL based upon the positive financial impact on the City and the natural growth and development of the City.

#### **PLANNING COMMISSION RECOMMENDATION**

APPROVAL of the annexation of all areas as proposed, with the exception of removing parcels from Areas 3, 4, and 6 which have greenbelt status.

**NOTE:** The ordinances as presented do not reflect the Planning Commission's recommendation; if the Council wishes to remove any parcels from the annexation it would have to vote to amend the ordinances.



## **MEMORANDUM**

**To:** Chris Schewchuk Planning Director  
**Cc:** Jeff Roberts Public Works Director  
**From:** Bobby Riggs Street Superintendent  
**Subject:** Annexation Package Review  
**Date:** March 2019

### ○ **PACKAGE SUMMARY TOTALS:**

- Package Totals:
  - Lane Miles = 22.48
  - Annual Street Lighting Cost = Unknown at this time
  - Manpower additions – 176% of level threshold; 2 full-time employees
  - Equipment additions – 134 % of level threshold; 1-2 pieces
  - Needed annual maintenance budget increase, not including first-year additional personnel or equipment costs – \$86,592.96
  - Projected annual Highway Allocation revenue increase -\$189,459.98
  - Needed roadway work to be added to, programmed in CIP- \$4,675,000

Given time constraints, schedule and workload, the lighting cost information was not obtained for this report. All lane mile information is basic in nature and should only be looked as 90% accurate, underestimated. With that in mind, please also consider the associated percentage thresholds and budgetary numbers are most likely somewhat underestimated.

### ○ **AREA 1 – SOUTH AND WEST OF 36<sup>TH</sup> ST AND CAPEHART RD**

Lane Miles = 2.28

OPPD street lighting cost = Unknown at this time

Additional equipment needs – 13.6% of level needed to add one additional piece of equipment  
(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:16.72 lane miles)

Additional manpower needs – 17.9% of level needed to add one employee  
(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:12.74 lane miles)

Needed yearly operational maintenance budget increase - \$8,782.56  
(based on current FY 18-19 levels, \$2,189,954 or \$3,852 per lane mile)

Annual Highway Allocation revenue increase - \$19,216  
(based on current FY 18-19 projected budget levels, \$8,427.92 per lane mile)

Mailing Address: 210 West Mission Avenue Bellevue, Nebraska 68005





Error! Main Document Only. City of Bellevue

Street Department

206 Industrial Dr • Bellevue, Nebraska 68005 • (402) 293-3126

Misc - CIP, road conditions and project needs: No additional comments at this time

○ **AREA 2 – AREA AROUND 36<sup>TH</sup> ST AND CORNHUSKER RD**

Lane Miles = 1.78

OPPD street lighting cost = Unknown at this time

Additional equipment needs – 10.6% of level needed to add one additional piece of equipment  
(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:16.72 lane miles)

Additional manpower needs – 14% of level needed to add one employee  
(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:12.74 lane miles)

Needed yearly operational maintenance budget increase - \$6,856.56  
(based on current FY 18-19 levels, \$2,189,954 or \$3,852 per lane mile)

Annual Highway Allocation revenue increase - \$15,001.70  
(based on current FY 18-19 projected budget levels, \$8,427.92 per lane mile)

Misc - CIP, road conditions and project needs: No additional comments at this time

○ **AREA 3 – ALONG 36<sup>TH</sup> ST, BETWEEN CORNHUSKER AND GILES RD**

Lane Miles = 1.73

OPPD street lighting cost = Unknown at this time

Additional equipment needs – 10.3% of level needed to add one additional piece of equipment  
(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:16.72 lane miles)

Additional manpower needs – 13.6% of level needed to add one employee  
(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:12.74 lane miles)

Needed yearly operational maintenance budget increase - \$6,663.96  
(based on current FY 18-19 levels, \$2,189,954 or \$3,852 per lane mile)

Annual Highway Allocation revenue increase - \$14,580.30  
(based on current FY 18-19 projected budget levels, \$8,427.92 per lane mile)

Misc - CIP, road conditions and project needs:

Extensive rehab and resurfacing needs, reconstruction of all residential asphalt streets cost could approach and exceed \$750 k and will be necessary within the first 3 to 5 years after annexation. Expected extensive maintenance resources to maintain yearly until project could be completed.

Mailing Address: 210 West Mission Avenue Bellevue, Nebraska 68005





○ **AREA 4 – SOUTH OF CHANDLER RD, EAST OF 36<sup>TH</sup> ST**

Lane Miles = 0.00

No additional operational needs, concerns at this time

○ **AREA 5 – BETWEEN 25<sup>TH</sup> ST AND KENNEDY FREEWAY, S/ KENNEDY TOWN CENTER**

Lane Miles = 5.33

OPPD street lighting cost = Unknown at this time

Additional equipment needs – 31.9% of level needed to add one additional piece of equipment  
(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:16.72 lane miles)

Additional manpower needs – 41.8% of level needed to add one employee  
(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:12.74 lane miles)

Needed yearly operational maintenance budget increase - \$20,531.16  
(based on current FY 18-19 levels, \$2,189,954 or \$3,852 per lane mile)

Annual Highway Allocation revenue increase - \$44,920.81  
(based on current FY 18-19 projected budget levels, \$8,427.92 per lane mile)

Misc - CIP, road conditions and project needs:

Extensive rehab and resurfacing needs, reconstruction of all residential asphalt streets north of Childs Rd cost could approach and exceed \$925 k and will be necessary within the first 3 to 5 years after annexation. Expected extensive maintenance resources to maintain yearly until project could be completed. Childs Rd from 25th St, east to the Kennedy Freeway will also need to be resurfaced along with the residential streets south of Childs Rd in the area. Costs for resurfacing will exceed \$600 k and the work should be completed within the first 3-5 years following annexation.

○ **AREA 6 – AREA AROUND 25<sup>TH</sup> ST AND CORNHUSKER RD**

Lane Miles = 2.19

OPPD street lighting cost = Unknown at this time

Additional equipment needs – 13.1% of level needed to add one additional piece of equipment  
(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:16.72 lane miles)

Additional manpower needs – 17.2% of level needed to add one employee  
(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:12.74 lane miles)

Mailing Address: 210 West Mission Avenue Bellevue, Nebraska 68005







**Error! Main Document Only. City of Bellevue**

**Street Department**

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Needed yearly operational maintenance budget increase - \$8435.88  
(based on current FY 18-19 levels, \$2,189,954 or \$3,852 per lane mile)

Annual Highway Allocation revenue increase - \$18,457.14  
(based on current FY 18-19 projected budget levels, \$8,427.92 per lane mile)

Misc - CIP, road conditions and project needs:

No additional CIP needs identified currently, yearly maintenance only for the first five years after annexation.

○ **AREA 7 – BETWEEN KENNEDY FREEWAY AND FT CROOK RD, S/ CHILDS RD**

Lane Miles = 1.25

OPPD street lighting cost = Unknown at this time

Additional equipment needs – 7.5% of level needed to add one additional piece of equipment  
(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:16.72 lane miles)

Additional manpower needs – 9.8% of level needed to add one employee  
(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:12.74 lane miles)

Needed yearly operational maintenance budget increase - \$4,815.00  
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Annual Highway Allocation revenue increase - \$10,534.90  
(based on current FY 18-19 projected budget levels, \$8,427.92 per lane mile)

Misc - CIP, road conditions and project needs:

Extensive rehab needed on Kasper within the first 3-5 years following annexation. Costs could approach \$200 k.

○ **AREA 8 – EAST OF OFFUTT AFB**

Lane Miles = 0.00

No additional operational needs, concerns at this time

○ **AREA 9 – SOUTH OF OFFUTT AFB**

Lane Miles = 7.92

OPPD street lighting cost = Unknown at this time

Additional equipment needs – 47.4% of level needed to add one additional piece of equipment

Mailing Address: 210 West Mission Avenue Bellevue, Nebraska 68005





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Street Department  
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(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:16.72 lane miles)

Additional manpower needs – 62.2% of level needed to add one employee  
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(based on current FY 18-19 levels, \$2,189,954 or \$3,852 per lane mile)

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(based on current FY 18-19 projected budget levels, \$8,427.92 per lane mile)

Misc - CIP, road conditions and project needs:

Extensive rehab along Ft Crook , including major bridge rehab repairs and resurfacing needs. Costs could approach and exceed \$2.2 M and will be necessary within the first 3 to 5 years after annexation. Expected extensive maintenance resources to maintain yearly until project could be completed.

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ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE TO ANNEX TO THE CITY OF BELLEVUE, SARPY COUNTY, NEBRASKA, CERTAIN LANDS, LOTS AND REAL ESTATE LYING WITHIN THE BELOW DESCRIBED BOUNDARIES, TO THE CITY OF BELLEVUE, SARPY COUNTY, NEBRASKA, AND DESIGNATING AN EFFECTIVE DATE.

WHEREAS, ALL OF THE LOTS, LANDS, AND REAL ESTATE LYING WITHIN THE BOUNDARIES DESCRIBED AS FOLLOWS, AND SHOWN ON THE ATTACHED MAP, TO WIT:

Lot 2, Daniell's Farm Addition, except that portion lying west of Quail Drive;

Lots 4 and 5, Daniell's Farm Addition;

Lot 2, Daniell's Farm Addition Replat 1;

Lots 1 and 2, Chadwick Apartments Addition;

Lot 1, Katherine Addition;

Tax Lots 13 and 26, Section 32, Township 14 North, Range 13 East of the 6<sup>th</sup> P.M.;

Part of the northeast quarter of the southeast quarter, north of road, Section 32, Township 14 North, Range 13 East of the 6<sup>th</sup> P.M.;

Tax Lots 16B, 17A1B, 17A2, 17B, 18B, and part of Tax Lot 17A1A lying east of 40<sup>th</sup> Street, Section 5, Township 13 North, Range 13 East of the 6<sup>th</sup> P.M.;

and all abutting county road rights-of-way

ARE CONTIGUOUS AND ADJACENT TO THE CITY OF BELLEVUE, NEBRASKA, AND ARE URBAN OR SUBURBAN IN CHARACTER, AND

WHEREAS, SAID REAL ESTATE WILL RECEIVE MATERIAL BENEFITS AND ADVANTAGES FROM ANNEXATION TO THE SAID CITY.

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

Section 1. All of the real estate lying within the area heretofore described be and the same hereby is included within the boundaries and territory of the City of Bellevue, Nebraska, and said lands and the persons residing thereon shall hereafter be subject to all of the rules, regulations, ordinances, taxes, and all other burdens and benefits of other persons and territory included with the City of Bellevue, Nebraska.

Section 2. This ordinance shall become effective after its passage, approval, 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

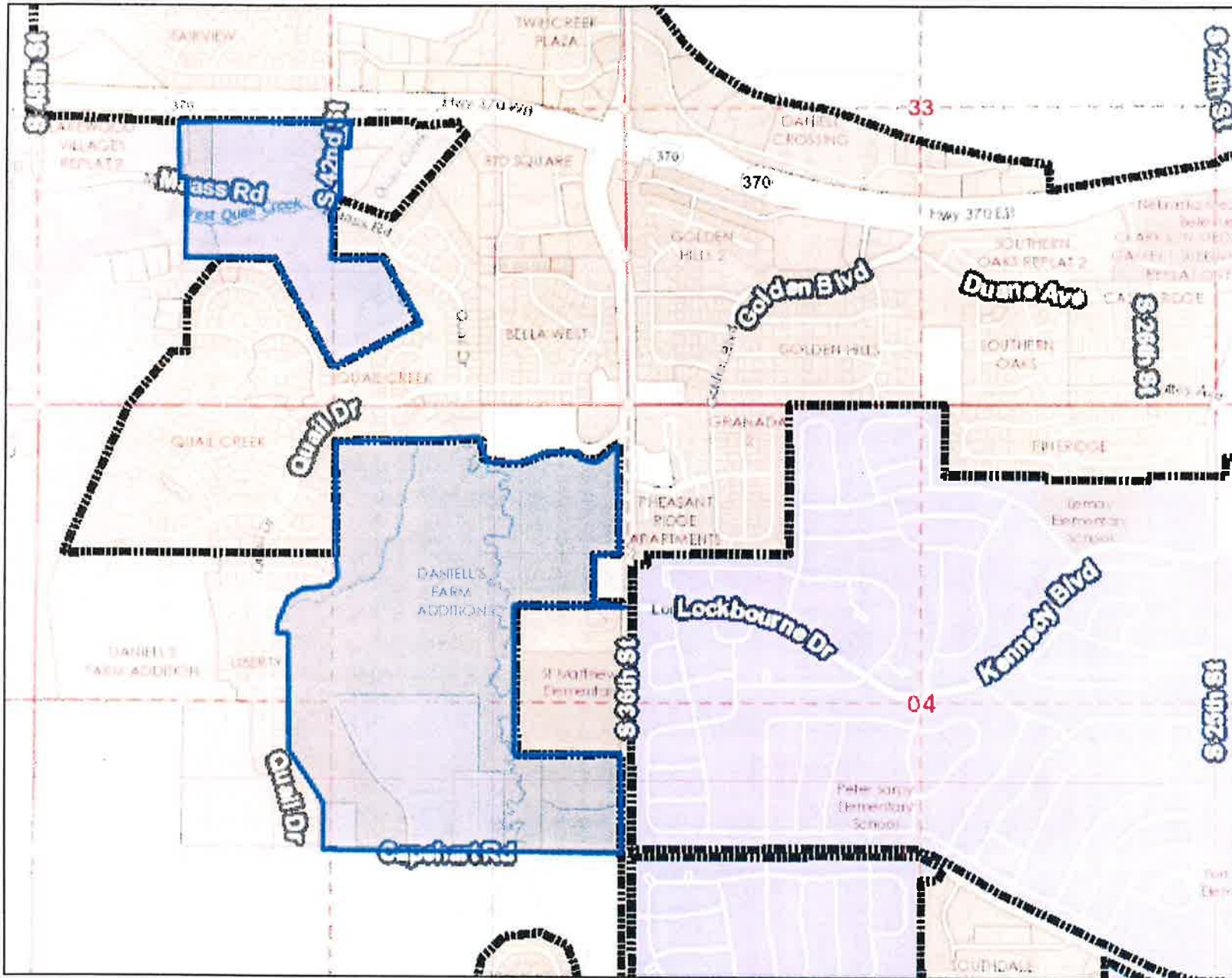
\_\_\_\_\_  
Mayor

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

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

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

# Annexation Area # 1



## Location



## Legend



Road Centerlines

Municipal Boundaries



1: 15,840

0 660 1320 2640  
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

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

13b  
4-8-19

COUNCIL MEETING DATE:	April 8, 2019	AGENDA ITEM TYPE:
SUBMITTED BY:  Chris Shewchuk, Planning Director <i>CHS</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 annex Lots 1 and 2, Watson's Replat II; Lots 1, 2, and 3, Mr. T's Addition; Lot 1, Cornelius Addition; Lot 1 and the north 100' of Lot 3, Dvorak's Commercial Industrial Subdivision #II; Lot 1, Bellevue Cable Television Company Replat; Tax Lots 30C and 30D, Section 26, Township North, Range 13 East of the 6th P.M.; Tax Lots E, F1A1, F2, F1A2, and F1B, Section 26, Township 14, Range 13 East of the 6th P.M.; part of the northeast quarter of the northwest quarter, west of railroad, (Parcel # 010000730), Section 26, Township 14 North, Range 13 East of the 6th P.M., and all abutting county road rights-of-way. Applicant: City of Bellevue.

SYNOPSIS:

The City is proposing to annex a number of unincorporated lots adjacent, or nearly adjacent, to the current city limits. The proposal has been divided into nine areas--the first five are on the current Council agenda, the next four will be on a Council agenda in May after having public hearing before the Planning Commission at its April meeting.

FISCAL IMPACT:

This annexation would have a positive fiscal impact on the City based upon tax revenues and expected departmental expenditures.

BUDGETED ITEM: ☐ YES ☐ NO

PROJECT # & TRACKING INFORMATION:

N/A

RECOMMENDATION:

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

BACKGROUND:

This ordinance pertains to Annexation Area #2. See attached Planning Department memorandum regarding the complete annexation package being proposed at this time.

ATTACHMENTS:

1	PC recommendation	4	
2	Planning Department staff memo	5	
3	Proposed Ordinance and Map	6	

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:

*[Handwritten signatures]*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*A. Breckert*

# City of Bellevue

## PLANNING COMMISSION RECOMMENDATION

APPLICANT: City of Bellevue

CITY COUNCIL HEARING DATE: April 22, 2019

REQUEST: Request to annex Lots 1 and 2, Watson's Replat II; Lots 1, 2, and 3, Mr. T's Addition; Lot 1, Cornelius Addition; Lot 1 and the north 100' of Lot 3, Dvorsky's Commercial Industrial Subdivision #II; Lot 1, Bellevue Cable Television Company Replat; Tax Lots 30C and 30D, Section 20, Township 14 North, Range 13 East of the 6<sup>th</sup> P.M.; Tax Lots E, F1A1, F2, F1A2, and F1B, Section 28, Township 14 North, Range 13 East of the 6<sup>th</sup> P.M.; part of the northeast quarter of the northwest quarter, west of railroad, (Parcel # 010609733), Section 28, Township 14 North, Range 13 East of the 6<sup>th</sup> P.M.; and all abutting county road rights-of-way.

On March 28, 2019, the City of Bellevue Planning Commission voted seven yes, zero no, one abstained (with conflict), and one absent to recommend:

**APPROVAL** based upon based upon staff's recommendation.

### VOTE:

Yes:	Seven:	No:	Zero:	Abstain (With Conflict):	One:	Absent:	One:
	Casey				Ackley		Ritz
	Perrin						
	Cain						
	Aerni						
	Jacobson						
	Cutsforth						
	Smith						

Planning Commission Hearing (s) was held on: March 28, 2019



## City of Bellevue

Office of the Planning Department

**To:** Mayor Hike, City Council, City Administrator Jim Ristow  
**From:** Chris Shewchuk, Planning Director *CMS*  
**Date:** April 2, 2019  
**Subject:** City of Bellevue annexation proposal

As a result of its recent Strategic Planning session, the City is taking the position that it is in its best interest to annex areas adjacent to the existing city limits; it is also part of the natural growth and development of a city. The City of Bellevue is proposing to annex a large number of unincorporated lots adjacent or close to the existing city limits. We have divided the lots into nine geographical areas and have labeled them as Annexation Areas 1 through 9. The ordinances currently before the City Council are for the annexation of Areas 1, 2, 3, 4, and 6, as shown on the attached maps, comprised of 180 parcels. It is estimated that there are approximately 500 people living in these areas. The other four areas will be presented to the Planning Commission at its April meeting and brought to the Council in May. In some cases, residents are already receiving the benefits of city services, such as snow removal and fire protection; in other cases, the City is restricted in providing needed services, such as Code Enforcement, to areas that are outside the city limits.

Unlike with the annexation of Sanitary and Improvement Districts, the City does not assume any debt with the annexation of these unincorporated areas. The City will, however, begin receiving property tax revenue from these areas beginning in 2020. The current assessed value of the properties in this annexation proposal is \$33,821,438. Based upon the City's current levy, the increase in property tax receipts for the City would be \$206,310.77; this figure will change in the future based upon changes in assessed valuation and the City's property tax rate.

The properties involved in this annexation will see an increase in their tax levy in future years as a result of the City's levy being added to the tax bill; each property will also see the elimination of the levy assessed by its corresponding fire district. The properties involved in this annexation are in four different school districts and three different fire districts, resulting in six different total property tax levies across all the lots in this proposal. The following chart shows the current levies, based on school and fire districts:

<u>School</u>	<u>Fire</u>	<u>Current levy</u>	<u>Future levy</u>	<u>Increase</u>
Bellevue	Eastern Sarpy	1.77401	2.198227	0.424217
Bellevue	Papillion	1.723936	2.198227	0.474291
Omaha	Good Luck	1.848242	2.318495	0.470253
Omaha	Eastern Sarpy	1.894278	2.318495	0.424217
Papillion	Papillion	1.904194	2.378485	0.474291
Springfield	Papillion	1.625369	2.099660	0.474291

The annexation will affect the tax levy by removing the fire district levy and adding the City of Bellevue levy, currently 0.61. The annexation will not affect the levies of the other taxing jurisdictions. For a property valued at \$150,000, the change in property tax would be:

<u>School</u>	<u>Fire</u>	<u>Current tax</u>	<u>Future tax</u>	<u>Increase</u>
Bellevue	Eastern Sarpy	\$2,661.02	\$3,297.34	\$636.32
Bellevue	Papillion	\$2,585.90	\$3,297.34	\$711.44
Omaha	Good Luck	\$2,772.36	\$3,477.74	\$705.38
Omaha	Eastern Sarpy	\$2,841.42	\$3,477.74	\$636.32
Papillion	Papillion	\$2,856.29	\$3,567.73	\$711.44
Springfield	Papillion	\$2,438.05	\$3,149.49	\$711.44

The figures shown on these two charts reflect the current tax levy; levies and assessed valuations are subject to change.

This annexation proposal was distributed to other departments for review with a request to determine what additional resources they would require, in terms of manpower and equipment, to deliver services to the residents of these areas. While some departments indicated the ability to serve these areas with existing resources, the Police Department indicated the need for one additional Code Enforcement Officer to handle the expected increase in workload.

The Street Department also reported a need for additional manpower and equipment, plus an additional budget of \$86,592.96 for annual maintenance. While these five areas by themselves would result in partial needs, the total package of nine areas would result in the need for two full-time employees and one to two pieces of equipment. Additionally, approximately \$750,000 would need to be included in the CIP in the next three to five years for road projects. The City would receive an increase in its highway allocation of \$67,225.14 (based on current figures) with the addition of 7.98 lane miles in these areas. An estimated cost of street lighting has not been determined.

The financial aspects of this annexation proposal have been discussed with the City Administrator and Finance Director and both agreed the financial impacts of the annexation are within the City's budgetary means.

#### **DEPARTMENT RECOMMENDATION**

APPROVAL based upon the positive financial impact on the City and the natural growth and development of the City.

#### **PLANNING COMMISSION RECOMMENDATION**

APPROVAL of the annexation of all areas as proposed, with the exception of removing parcels from Areas 3, 4, and 6 which have greenbelt status.

**NOTE:** The ordinances as presented do not reflect the Planning Commission's recommendation; if the Council wishes to remove any parcels from the annexation it would have to vote to amend the ordinances.





## **MEMORANDUM**

**To:** Chris Schewchuk Planning Director  
**Cc:** Jeff Roberts Public Works Director  
**From:** Bobby Riggs Street Superintendent  
**Subject:** Annexation Package Review  
**Date:** March 2019

○ **PACKAGE SUMMARY TOTALS:**

- Package Totals:
  - Lane Miles = 22.48
  - Annual Street Lighting Cost = Unknown at this time
  - Manpower additions – 176% of level threshold; 2 full-time employees
  - Equipment additions – 134 % of level threshold; 1-2 pieces
  - Needed annual maintenance budget increase, not including first-year additional personnel or equipment costs – \$86,592.96
  - Projected annual Highway Allocation revenue increase -\$189,459.98
  - Needed roadway work to be added to, programmed in CIP- \$4,675,000

Given time constraints, schedule and workload, the lighting cost information was not obtained for this report. All lane mile information is basic in nature and should only be looked as 90% accurate, underestimated. With that in mind, please also consider the associated percentage thresholds and budgetary numbers are most likely somewhat underestimated.

○ **AREA 1 – SOUTH AND WEST OF 36<sup>TH</sup> ST AND CAPEHART RD**

Lane Miles = 2.28

OPPD street lighting cost = Unknown at this time

Additional equipment needs – 13.6% of level needed to add one additional piece of equipment  
(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:16.72 lane miles)

Additional manpower needs – 17.9% of level needed to add one employee  
(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:12.74 lane miles)

Needed yearly operational maintenance budget increase - \$8,782.56  
(based on current FY 18-19 levels, \$2,189,954 or \$3,852 per lane mile)

Annual Highway Allocation revenue increase - \$19,216  
(based on current FY 18-19 projected budget levels, \$8,427.92 per lane mile)

Mailing Address: 210 West Mission Avenue Bellevue, Nebraska 68005





Misc - CIP, road conditions and project needs: No additional comments at this time

○ **AREA 2 – AREA AROUND 36<sup>TH</sup> ST AND CORNHUSKER RD**

Lane Miles = 1.78

OPPD street lighting cost = Unknown at this time

Additional equipment needs – 10.6% of level needed to add one additional piece of equipment  
(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:16.72 lane miles)

Additional manpower needs – 14% of level needed to add one employee  
(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:12.74 lane miles)

Needed yearly operational maintenance budget increase - \$6,856.56  
(based on current FY 18-19 levels, \$2,189,954 or \$3,852 per lane mile)

Annual Highway Allocation revenue increase - \$15,001.70  
(based on current FY 18-19 projected budget levels, \$8,427.92 per lane mile)

Misc - CIP, road conditions and project needs: No additional comments at this time

○ **AREA 3 – ALONG 36<sup>TH</sup> ST, BETWEEN CORNHUSKER AND GILES RD**

Lane Miles = 1.73

OPPD street lighting cost = Unknown at this time

Additional equipment needs – 10.3% of level needed to add one additional piece of equipment  
(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:16.72 lane miles)

Additional manpower needs – 13.6% of level needed to add one employee  
(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:12.74 lane miles)

Needed yearly operational maintenance budget increase - \$6,663.96  
(based on current FY 18-19 levels, \$2,189,954 or \$3,852 per lane mile)

Annual Highway Allocation revenue increase - \$14,580.30  
(based on current FY 18-19 projected budget levels, \$8,427.92 per lane mile)

Misc - CIP, road conditions and project needs:

Extensive rehab and resurfacing needs, reconstruction of all residential asphalt streets cost could approach and exceed \$750 k and will be necessary within the first 3 to 5 years after annexation. Expected extensive maintenance resources to maintain yearly until project could be completed.

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○ **AREA 4 – SOUTH OF CHANDLER RD, EAST OF 36<sup>TH</sup> ST**

Lane Miles = 0.00

No additional operational needs, concerns at this time

○ **AREA 5 – BETWEEN 25<sup>TH</sup> ST AND KENNEDY FREEWAY, S/ KENNEDY TOWN CENTER**

Lane Miles = 5.33

OPPD street lighting cost = Unknown at this time

Additional equipment needs – 31.9% of level needed to add one additional piece of equipment  
(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:16.72 lane miles)

Additional manpower needs – 41.8% of level needed to add one employee  
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Needed yearly operational maintenance budget increase - \$20,531.16  
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○ **AREA 6 – AREA AROUND 25<sup>TH</sup> ST AND CORNHUSKER RD**

Lane Miles = 2.19

OPPD street lighting cost = Unknown at this time

Additional equipment needs – 13.1% of level needed to add one additional piece of equipment  
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Additional manpower needs – 17.2% of level needed to add one employee  
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Mailing Address: 210 West Mission Avenue Bellevue, Nebraska 68005





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**Street Department**

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Misc - CIP, road conditions and project needs:

No additional CIP needs identified currently, yearly maintenance only for the first five years after annexation.

○ **AREA 7 – BETWEEN KENNEDY FREEWAY AND FT CROOK RD, S/ CHILDS RD**

Lane Miles = 1.25

OPPD street lighting cost = Unknown at this time

Additional equipment needs – 7.5% of level needed to add one additional piece of equipment  
(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:16.72 lane miles)

Additional manpower needs – 9.8% of level needed to add one employee  
(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:12.74 lane miles)

Needed yearly operational maintenance budget increase - \$4,815.00  
(based on current FY 18-19 levels, \$2,189,954 or \$3,852 per lane mile)

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Misc - CIP, road conditions and project needs:

Extensive rehab needed on Kasper within the first 3-5 years following annexation. Costs could approach \$200 k.

○ **AREA 8 – EAST OF OFFUTT AFB**

Lane Miles = 0.00

No additional operational needs, concerns at this time

○ **AREA 9 – SOUTH OF OFFUTT AFB**

Lane Miles = 7.92

OPPD street lighting cost = Unknown at this time

Additional equipment needs – 47.4% of level needed to add one additional piece of equipment

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WHEREAS, ALL OF THE LOTS, LANDS, AND REAL ESTATE LYING WITHIN THE BOUNDARIES DESCRIBED AS FOLLOWS, AND SHOWN ON THE ATTACHED MAP, TO WIT:

Lots 1 and 2, Watson's Replat II;

Lots 1, 2, and 3, Mr. T's Addition;

Lot 1, Cornelius Addition;

Lot 1, and the north 100' of Lot 3, Dvorsky's Commercial Industrial Subdivision #II;

Lot 1, Bellevue Cable Television Company Replat;

Tax Lots 30C and 30D, Section 20, Township 14 North, Range 13 East of the 6<sup>th</sup> P.M.;

Tax Lots E, F1A1, F2, F1A2, and F1B, Section 28, Township 14, Range 13 East of the 6<sup>th</sup> P.M.;

Part of the northeast quarter of the northwest quarter, west of railroad, Section 28, Township 14 North, Range 13 East of the 6<sup>th</sup> P.M.;

and all abutting county road rights-of-way

ARE CONTIGUOUS AND ADJACENT TO THE CITY OF BELLEVUE, NEBRASKA, AND ARE URBAN OR SUBURBAN IN CHARACTER, AND

WHEREAS, SAID REAL ESTATE WILL RECEIVE MATERIAL BENEFITS AND ADVANTAGES FROM ANNEXATION TO THE SAID CITY.

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

Section 1. All of the real estate lying within the area heretofore described be and the same hereby is included within the boundaries and territory of the City of Bellevue, Nebraska, and said lands and the persons residing thereon shall hereafter be subject to all of the rules, regulations, ordinances, taxes, and all other burdens and benefits of other persons and territory included with the City of Bellevue, Nebraska.

Section 2. This ordinance shall become effective after its passage, approval, 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: \_\_\_\_\_  
Second Reading: \_\_\_\_\_  
Third Reading: \_\_\_\_\_

# Annexation Area # 2

## Location

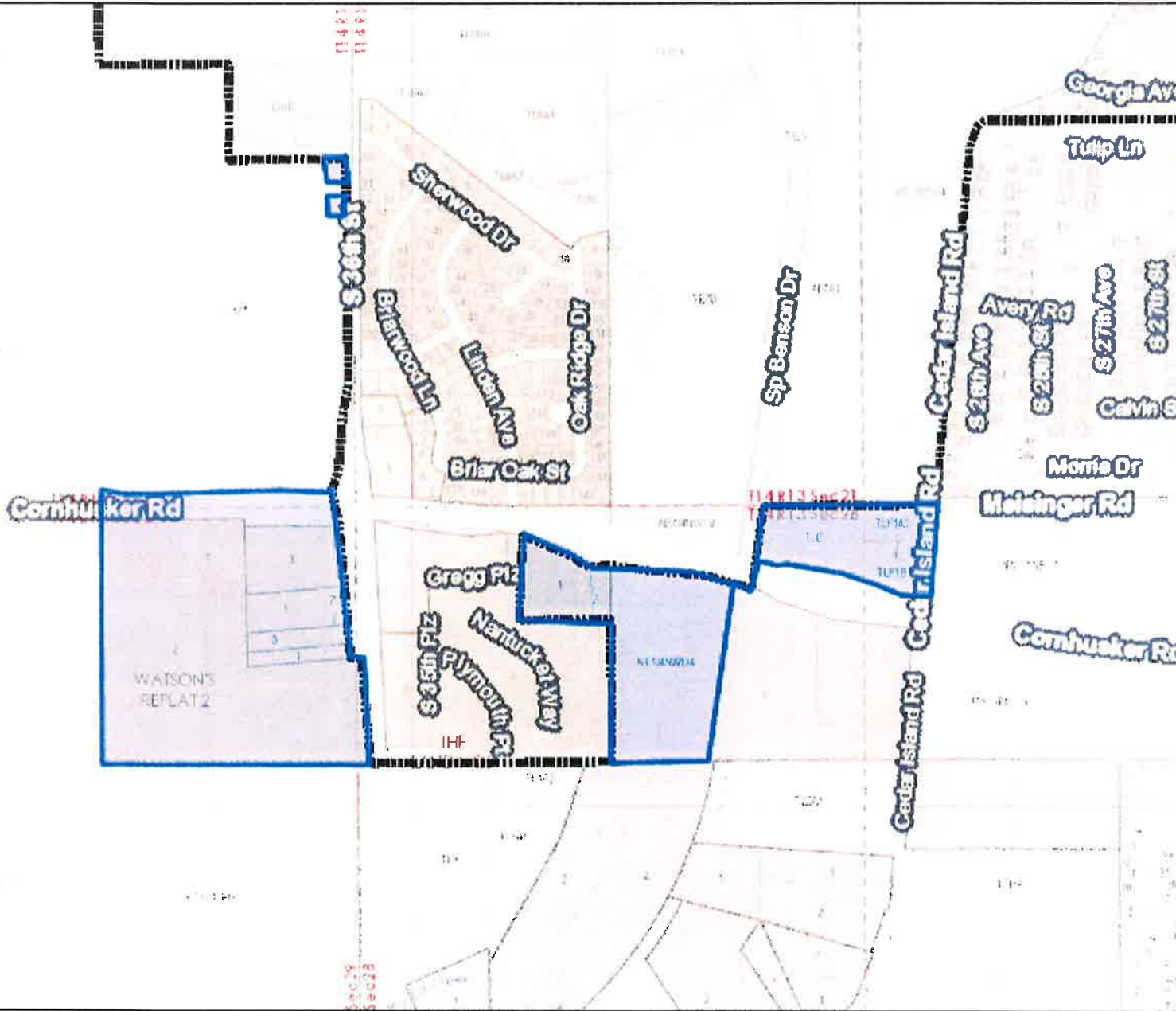


## Legend

Road Centerlines



Municipal Boundaries



1: 9,600

0 400 800 1600



Feet

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**Sarpy County GIS**



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



CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

13C  
4-8-19

COUNCIL MEETING DATE:	April 8, 2019	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 annex Lot 1 through 32 and vacated 37th Avenue, Barnette Subdivision; Lots 1 through 6, 9 through 20, 21B, and 24 through 30, Evening View; Lots 1 and 2, Evening View Replat 1; Lots 1 and 2, Evening View Replat 2; Lot 1, Clausen Acres; Lot 1 and 2, Paige Hill; Lots 1, 2, and 3, Lofree First Addition; Lot 1, Potter & George Replat 1; Lots 6, 7, and 8, Block 4, Potter & George Company's Subdivisions; Lots 2, 3, 4, 5A, 5B, 6, 7A, 7B, 8B, 8A2, 8A, and 8B, Block 3, Potter & George Company's Subdivisions; Lots 1, 2, and 3, Syde Addition; Lot 1, Bogenmeyer Subdivision; Lot 1, Davis Subdivision; Tax Lots 1, 2A, 2B, F, and G, Section 21, Township 14 North, Range 13 East of the 6th P.M.; and all abutting county road rights-of-way. Applicant: City of Bellevue.

SYNOPSIS:

The City is proposing to annex a number of unincorporated lots adjacent, or nearly adjacent, to the current city limits. The proposal has been divided into nine areas--the first five are on the current Council agenda, the next four will be on a Council agenda in May after having public hearing before the Planning Commission at its April meeting.

FISCAL IMPACT:

This annexation would have a positive fiscal impact on the City based upon tax revenues and expected departmental expenditures.

BUDGETED ITEM: ☐ YES ☐ NO

PROJECT # & TRACKING INFORMATION:

N/A

RECOMMENDATION:

The Planning Department has recommended approval of this request. The Planning Commission has recommended approval of this annexation request, except for the removal of Tax Lots 1, F, and G which have Greenbelt status.

BACKGROUND:

This ordinance pertains to Annexation Area #3. See attached Planning Department memorandum regarding the complete annexation package being proposed at this time.

ATTACHMENTS:

1 PC recommendation	4	
2 Planning Department staff memo	5	
3 Proposed Ordinance and Map	6	

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:

*[Signature]*  
*[Signature]*  
*[Signature]*



# City of Bellevue

## PLANNING COMMISSION RECOMMENDATION

APPLICANT: City of Bellevue

CITY COUNCIL HEARING DATE: April 22, 2019

REQUEST: Request to annex Lots 1 through 32 and vacated 37<sup>th</sup> Avenue, Barretts Subdivision; Lots 1 through 6, 9 through 20, 21B, and 24 through 30, Evening Vue; Lots 1 and 2, Evening Vue Replat 1; Lots 1 and 2, Evening Vue Replat 2; Lot 1, Clausen Acres; Lots 1 and 2, Paige Hill; Lots 1, 2, and 3, Loftus First Addition; Lot 1, Potter & George Replat 1; Lots 6, 7, and 8, Block 4, Potter & George Company's Subdivision; Lots 2, 3, 4, 5A, 5B, 6, 7A, 7B, 8B, 8A2, 9A2, and 9B, Block 3, Potter & George Company's Subdivision; Lots 1, 2, and 3, Syslo Addition; Lot 1, Boganowski Subdivision; Lot 1, Davis Subdivision; Tax Lots 1, 2A, 2B, F, and G, Section 21, Township 14 North, Range 13 East of the 6<sup>th</sup> P.M.,; and all abutting county road rights-of-way.

On March 28, 2019, the City of Bellevue Planning Commission voted six yes, two no, zero abstained, and one absent to recommend:

**APPROVAL** with the exception of Tax Lots 1, F, and G, based on their agricultural use and greenbelt status.  
**APPROVAL** based upon the good of the city and in accordance with the Comprehensive Plan.

### VOTE:

Yes:	Six:	No:	Two:	Abstain:	Zero:	Absent:	One:
	Casey		Aerni				Ritz
	Perrin		Cutsforth				
	Cain						
	Jacobson						
	Ackley						
	Smith						

Planning Commission Hearing (s) was held on: March 28, 2019



## City of Bellevue

Office of the Planning Department

**To:** Mayor Hike, City Council, City Administrator Jim Ristow  
**From:** Chris Shewchuk, Planning Director *cms*  
**Date:** April 2, 2019  
**Subject:** City of Bellevue annexation proposal

As a result of its recent Strategic Planning session, the City is taking the position that it is in its best interest to annex areas adjacent to the existing city limits; it is also part of the natural growth and development of a city. The City of Bellevue is proposing to annex a large number of unincorporated lots adjacent or close to the existing city limits. We have divided the lots into nine geographical areas and have labeled them as Annexation Areas 1 through 9. The ordinances currently before the City Council are for the annexation of Areas 1, 2, 3, 4, and 6, as shown on the attached maps, comprised of 180 parcels. It is estimated that there are approximately 500 people living in these areas. The other four areas will be presented to the Planning Commission at its April meeting and brought to the Council in May. In some cases, residents are already receiving the benefits of city services, such as snow removal and fire protection; in other cases, the City is restricted in providing needed services, such as Code Enforcement, to areas that are outside the city limits.

Unlike with the annexation of Sanitary and Improvement Districts, the City does not assume any debt with the annexation of these unincorporated areas. The City will, however, begin receiving property tax revenue from these areas beginning in 2020. The current assessed value of the properties in this annexation proposal is \$33,821,438. Based upon the City's current levy, the increase in property tax receipts for the City would be \$206,310.77; this figure will change in the future based upon changes in assessed valuation and the City's property tax rate.

The properties involved in this annexation will see an increase in their tax levy in future years as a result of the City's levy being added to the tax bill; each property will also see the elimination of the levy assessed by its corresponding fire district. The properties involved in this annexation are in four different school districts and three different fire districts, resulting in six different total property tax levies across all the lots in this proposal. The following chart shows the current levies, based on school and fire districts:

School	Fire	Current levy	Future levy	Increase
Bellevue	Eastern Sarpy	1.77401	2.198227	0.424217
Bellevue	Papillion	1.723936	2.198227	0.474291
Omaha	Good Luck	1.848242	2.318495	0.470253
Omaha	Eastern Sarpy	1.894278	2.318495	0.424217
Papillion	Papillion	1.904194	2.378485	0.474291
Springfield	Papillion	1.625369	2.099660	0.474291

The annexation will affect the tax levy by removing the fire district levy and adding the City of Bellevue levy, currently 0.61. The annexation will not affect the levies of the other taxing jurisdictions. For a property valued at \$150,000, the change in property tax would be:

School	Fire	Current tax	Future tax	Increase
Bellevue	Eastern Sarpy	\$2,661.02	\$3,297.34	\$636.32
Bellevue	Papillion	\$2,585.90	\$3,297.34	\$711.44
Omaha	Good Luck	\$2,772.36	\$3,477.74	\$705.38
Omaha	Eastern Sarpy	\$2,841.42	\$3,477.74	\$636.32
Papillion	Papillion	\$2,856.29	\$3,567.73	\$711.44
Springfield	Papillion	\$2,438.05	\$3,149.49	\$711.44

The figures shown on these two charts reflect the current tax levy; levies and assessed valuations are subject to change.

This annexation proposal was distributed to other departments for review with a request to determine what additional resources they would require, in terms of manpower and equipment, to deliver services to the residents of these areas. While some departments indicated the ability to serve these areas with existing resources, the Police Department indicated the need for one additional Code Enforcement Officer to handle the expected increase in workload.

The Street Department also reported a need for additional manpower and equipment, plus an additional budget of \$86,592.96 for annual maintenance. While these five areas by themselves would result in partial needs, the total package of nine areas would result in the need for two full-time employees and one to two pieces of equipment. Additionally, approximately \$750,000 would need to be included in the CIP in the next three to five years for road projects. The City would receive an increase in its highway allocation of \$67,225.14 (based on current figures) with the addition of 7.98 lane miles in these areas. An estimated cost of street lighting has not been determined.

The financial aspects of this annexation proposal have been discussed with the City Administrator and Finance Director and both agreed the financial impacts of the annexation are within the City's budgetary means.

#### **DEPARTMENT RECOMMENDATION**

APPROVAL based upon the positive financial impact on the City and the natural growth and development of the City.

#### **PLANNING COMMISSION RECOMMENDATION**

APPROVAL of the annexation of all areas as proposed, with the exception of removing parcels from Areas 3, 4, and 6 which have greenbelt status.

**NOTE:** The ordinances as presented do not reflect the Planning Commission's recommendation; if the Council wishes to remove any parcels from the annexation it would have to vote to amend the ordinances.



## MEMORANDUM

**To:** Chris Schewchuk                      Planning Director  
**Cc:** Jeff Roberts                          Public Works Director  
**From:** Bobby Riggs                      Street Superintendent  
**Subject:** Annexation Package Review  
**Date:** March 2019

○ **PACKAGE SUMMARY TOTALS:**

- Package Totals:
  - Lane Miles = 22.48
  - Annual Street Lighting Cost = Unknown at this time
  - Manpower additions – 176% of level threshold; 2 full-time employees
  - Equipment additions – 134 % of level threshold; 1-2 pieces
  - Needed annual maintenance budget increase, not including first-year additional personnel or equipment costs – \$86,592.96
  - Projected annual Highway Allocation revenue increase -\$189,459.98
  - Needed roadway work to be added to, programmed in CIP- \$4,675,000

Given time constraints, schedule and workload, the lighting cost information was not obtained for this report. All lane mile information is basic in nature and should only be looked as 90% accurate, underestimated. With that in mind, please also consider the associated percentage thresholds and budgetary numbers are most likely somewhat underestimated.

○ **AREA 1 – SOUTH AND WEST OF 36<sup>TH</sup> ST AND CAPEHART RD**

Lane Miles = 2.28

OPPD street lighting cost = Unknown at this time

Additional equipment needs – 13.6% of level needed to add one additional piece of equipment  
(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:16.72 lane miles)

Additional manpower needs – 17.9% of level needed to add one employee  
(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:12.74 lane miles)

Needed yearly operational maintenance budget increase - \$8,782.56  
(based on current FY 18-19 levels, \$2,189,954 or \$3,852 per lane mile)

Annual Highway Allocation revenue increase - \$19,216  
(based on current FY 18-19 projected budget levels, \$8,427.92 per lane mile)

Mailing Address: 210 West Mission Avenue Bellevue, Nebraska 68005





Misc - CIP, road conditions and project needs: No additional comments at this time

○ **AREA 2 – AREA AROUND 36<sup>TH</sup> ST AND CORNHUSKER RD**

Lane Miles = 1.78

OPPD street lighting cost = Unknown at this time

Additional equipment needs – 10.6% of level needed to add one additional piece of equipment  
(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:16.72 lane miles)

Additional manpower needs – 14% of level needed to add one employee  
(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:12.74 lane miles)

Needed yearly operational maintenance budget increase - \$6,856.56  
(based on current FY 18-19 levels, \$2,189,954 or \$3,852 per lane mile)

Annual Highway Allocation revenue increase - \$15,001.70  
(based on current FY 18-19 projected budget levels, \$8,427.92 per lane mile)

Misc - CIP, road conditions and project needs: No additional comments at this time

○ **AREA 3 – ALONG 36<sup>TH</sup> ST, BETWEEN CORNHUSKER AND GILES RD**

Lane Miles = 1.73

OPPD street lighting cost = Unknown at this time

Additional equipment needs – 10.3% of level needed to add one additional piece of equipment  
(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:16.72 lane miles)

Additional manpower needs – 13.6% of level needed to add one employee  
(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:12.74 lane miles)

Needed yearly operational maintenance budget increase - \$6,663.96  
(based on current FY 18-19 levels, \$2,189,954 or \$3,852 per lane mile)

Annual Highway Allocation revenue increase - \$14,580.30  
(based on current FY 18-19 projected budget levels, \$8,427.92 per lane mile)

Misc - CIP, road conditions and project needs:

Extensive rehab and resurfacing needs, reconstruction of all residential asphalt streets cost could approach and exceed \$750 k and will be necessary within the first 3 to 5 years after annexation. Expected extensive maintenance resources to maintain yearly until project could be completed.

Mailing Address: 210 West Mission Avenue Bellevue, Nebraska 68005







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**Street Department**

206 Industrial Dr • Bellevue, Nebraska 68005 • (402) 293-3126

○ **AREA 4 – SOUTH OF CHANDLER RD, EAST OF 36<sup>TH</sup> ST**

Lane Miles = 0.00

No additional operational needs, concerns at this time

○ **AREA 5 – BETWEEN 25<sup>TH</sup> ST AND KENNEDY FREEWAY, S/ KENNEDY TOWN CENTER**

Lane Miles = 5.33

OPPD street lighting cost = Unknown at this time

Additional equipment needs – 31.9% of level needed to add one additional piece of equipment  
(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:16.72 lane miles)

Additional manpower needs – 41.8% of level needed to add one employee  
(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:12.74 lane miles)

Needed yearly operational maintenance budget increase - \$20,531.16  
(based on current FY 18-19 levels, \$2,189,954 or \$3,852 per lane mile)

Annual Highway Allocation revenue increase - \$44,920.81  
(based on current FY 18-19 projected budget levels, \$8,427.92 per lane mile)

Misc - CIP, road conditions and project needs:

Extensive rehab and resurfacing needs, reconstruction of all residential asphalt streets north of Childs Rd cost could approach and exceed \$925 k and will be necessary within the first 3 to 5 years after annexation. Expected extensive maintenance resources to maintain yearly until project could be completed. Childs Rd from 25th St, east to the Kennedy Freeway will also need to be resurfaced along with the residential streets south of Childs Rd in the area. Costs for resurfacing will exceed \$600 k and the work should be completed within the first 3-5 years following annexation.

○ **AREA 6 – AREA AROUND 25<sup>TH</sup> ST AND CORNHUSKER RD**

Lane Miles = 2.19

OPPD street lighting cost = Unknown at this time

Additional equipment needs – 13.1% of level needed to add one additional piece of equipment  
(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:16.72 lane miles)

Additional manpower needs – 17.2% of level needed to add one employee  
(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:12.74 lane miles)

Mailing Address: 210 West Mission Avenue Bellevue, Nebraska 68005





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**Street Department**

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Needed yearly operational maintenance budget increase - \$8435.88  
(based on current FY 18-19 levels, \$2,189,954 or \$3,852 per lane mile)

Annual Highway Allocation revenue increase - \$18,457.14  
(based on current FY 18-19 projected budget levels, \$8,427.92 per lane mile)

Misc - CIP, road conditions and project needs:

No additional CIP needs identified currently, yearly maintenance only for the first five years after annexation.

○ **AREA 7 – BETWEEN KENNEDY FREEWAY AND FT CROOK RD, S/ CHILDS RD**

Lane Miles = 1.25

OPPD street lighting cost = Unknown at this time

Additional equipment needs – 7.5% of level needed to add one additional piece of equipment  
(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:16.72 lane miles)

Additional manpower needs – 9.8% of level needed to add one employee  
(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:12.74 lane miles)

Needed yearly operational maintenance budget increase - \$4,815.00  
(based on current FY 18-19 levels, \$2,189,954 or \$3,852 per lane mile)

Annual Highway Allocation revenue increase - \$10,534.90  
(based on current FY 18-19 projected budget levels, \$8,427.92 per lane mile)

Misc - CIP, road conditions and project needs:

Extensive rehab needed on Kasper within the first 3-5 years following annexation. Costs could approach \$200 k.

○ **AREA 8 – EAST OF OFFUTT AFB**

Lane Miles = 0.00

No additional operational needs, concerns at this time

○ **AREA 9 – SOUTH OF OFFUTT AFB**

Lane Miles = 7.92

OPPD street lighting cost = Unknown at this time

Additional equipment needs – 47.4% of level needed to add one additional piece of equipment

Mailing Address: 210 West Mission Avenue Bellevue, Nebraska 68005







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**Street Department**

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(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:16.72 lane miles)

Additional manpower needs – 62.2% of level needed to add one employee

(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:12.74 lane miles)

Needed yearly operational maintenance budget increase - \$30,507.84

(based on current FY 18-19 levels, \$2,189,954 or \$3,852 per lane mile)

Annual Highway Allocation revenue increase - \$66,749.13

(based on current FY 18-19 projected budget levels, \$8,427.92 per lane mile)

Misc - CIP, road conditions and project needs:

Extensive rehab along Ft Crook , including major bridge rehab repairs and resurfacing needs. Costs could approach and exceed \$2.2 M and will be necessary within the first 3 to 5 years after annexation. Expected extensive maintenance resources to maintain yearly until project could be completed.

Mailing Address: 210 West Mission Avenue Bellevue, Nebraska 68005



ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE TO ANNEX TO THE CITY OF BELLEVUE, SARPY COUNTY, NEBRASKA, CERTAIN LANDS, LOTS AND REAL ESTATE LYING WITHIN THE BELOW DESCRIBED BOUNDARIES, TO THE CITY OF BELLEVUE, SARPY COUNTY, NEBRASKA, AND DESIGNATING AN EFFECTIVE DATE.

WHEREAS, ALL OF THE LOTS, LANDS, AND REAL ESTATE LYING WITHIN THE BOUNDARIES DESCRIBED AS FOLLOWS, AND SHOWN ON THE ATTACHED MAPS, TO WIT:

Lots 2, 3, 7, 8, and 10 through 32, Barretts Subdivision;

Lot 1, Barretts Subdivision and east ½ vacated 37<sup>th</sup> Avenue adjacent on west and south 8' Virginia Street;

Lots 4 and 5, Barretts Subdivision and east ½ vacated 37<sup>th</sup> Avenue adjacent;

Lot 6, Barretts Subdivision and vacated strip of road;

Lot 9, Barretts Subdivision and west ½ of vacated 37<sup>th</sup> Avenue adjacent;

Lots 1 through 6, 9 through 20, 21B, and 24 through 30, Evening Vue;

Lots 1 and 2, Evening Vue Replat 1;

Lots 1 and 2, Evening Vue Replat 2;

Lot 1, Clausen Acres;

Lots 1 and 2, Paige Hill;

Lots 1, 2, and 3, Loftus First Addition;

Lot 1, Potter & George Replat 1;

Lots 6, 7, and 8, Block 4, Potter & George Company's Subdivision;

Lots 2, 3, 4, 5A, 5B, 6, 7A, 7B, 8B, 8A2, 9A2, and 9B, Block 3, Potter & George Company's Subdivision;

Lots 1, 2, and 3, Syslo Addition;

Lot 1, Boganowski Subdivision;

Lot 1, Davis Subdivision;

Tax Lots 1, 2A, 2B, F, and G, Section 21, Township 14 North Range 13 East of the 6<sup>th</sup> P.M.;

and all abutting county road rights-of-way

ARE CONTIGUOUS AND ADJACENT TO THE CITY OF BELLEVUE, NEBRASKA, AND ARE URBAN OR SUBURBAN IN CHARACTER, AND

WHEREAS, SAID REAL ESTATE WILL RECEIVE MATERIAL BENEFITS AND ADVANTAGES FROM ANNEXATION TO THE SAID CITY.

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

Section 1. All of the real estate lying within the area heretofore described be and the same hereby is included within the boundaries and territory of the City of Bellevue, Nebraska, and said lands and the persons residing thereon shall hereafter be subject to all of the rules, regulations, ordinances, taxes, and all other burdens and benefits of other persons and territory included with the City of Bellevue, Nebraska.

Section 2. This ordinance shall become effective after its passage, approval, 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

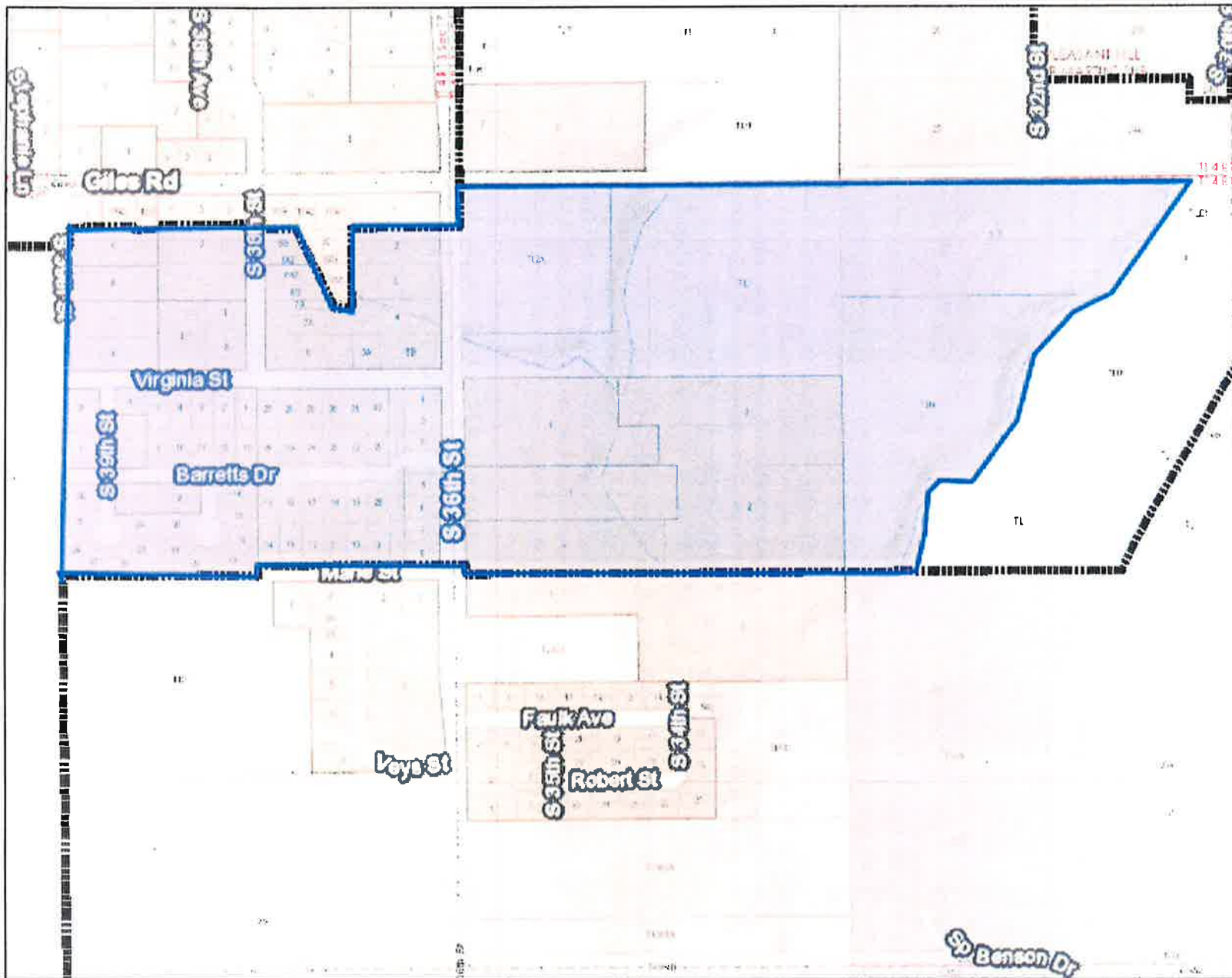
\_\_\_\_\_  
Mayor

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

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

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

# Annexation Area # 3



## Location



## Legend

Road Centerlines



Municipal Boundaries



1: 6,000

0 250 500 1000



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  
Papillon, NE 68046  
maps.sarpy.com

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

13d.  
4-8-19

COUNCIL MEETING DATE:	April 8, 2019	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 annex Lots 1 through 7, Edward Warren Addition; Lots 1 and 2, Danny's Subdivision; Lots 1, 2, and 3, Norton's First Addition; Lots 1 and 2, Cornelson Addition; Lots 1 through 5, Pleasant Valley; Lot 1, J&J Addition; Lot 1, Owens Addition; Lots 1 through 24 and vacated alley, Block 2, Pennington Heights; Lot 1, Armbrust Addition; Lot 2, Lucy's Acres; Lot 2, Lucy's Acres Replat; Lots 17A, 18A, 18B1A, 18B2, 18B, 19C, 19D, 20A2, 20A3, 20A4, 20B2, 20B3, 20B4, 20B5, 20E, 20F2, 21 except west 30', north half of Lot 22, 24A, 25, 26, 27, north 15' of Lot 28, south 75' of the south half of Lot 28, and 31A1, Pleasant Hill or Martin's Subdivision; Lots 31C1 and 31D, Pleasant Hill Replat; Tax Lots H2, J1, J2, K1, K2, L1, L2, M, N, O1, O2, P1, P2, Q1, Q2, R1, R2, R3, T1, T2, U, V1B1, north 65' of Tax Lot I-2, and south 75' of Tax Lot I-2, Section 18, Township 14 North, Range 13 East of the 6th P.M., and all abutting county road right-of-way. Applicant: City of Bellevue

SYNOPSIS:

The City is proposing to annex a number of unincorporated lots adjacent, or nearly adjacent, to the current city limits. The proposal has been divided into nine areas--the first five are on the current Council agenda, the next four will be on a Council agenda in May after having public hearing before the Planning Commission at its April meeting.

FISCAL IMPACT:

This annexation would have a positive fiscal impact on the City based upon tax revenues and expected departmental expenditures.

BUDGETED ITEM: ☐ YES ☐ NO

PROJECT # & TRACKING INFORMATION:

N/A

RECOMMENDATION:

The Planning Department has recommended approval of this request. The Planning Commission has recommended approval of this annexation request, except for the removal of Lots 24A, 25 and 26, Pleasant Hill or Martin's Subdivision and Tax Lots Q2 and T2 which have Greenbelt status.

BACKGROUND:

This ordinance pertains to Annexation Area #4. See attached Planning Department memorandum regarding the complete annexation package being proposed at this time.

ATTACHMENTS:

- 1 PC recommendation
- 2 Planning Department staff memo
- 3 Proposed Ordinance and Map

4	
5	
6	

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:

*[Signature]*  
*[Signature]*  
*[Signature]*

# City of Bellevue

## PLANNING COMMISSION RECOMMENDATION

APPLICANT: City of Bellevue

CITY COUNCIL HEARING DATE: April 22, 2019

REQUEST: Request to annex Lots 1 through 7, Edward Warren Addition; Lots 1 and 2, Denny's Subdivision; Lots 1, 2, and 3, Norton's First Addition; Lots 1 and 2, Cornelison Addition; Lots 1 through 5, Pleasant Valley; Lot 1, J&J Addition; Lot 1, Goers Addition; Lots 1 through 24 and vacated alley, Block 2, Pennington Heights; Lot 1, Armbrust Addition; Lot 2, Lucy's Acres; Lot 2, Lucy's Acres Replat; Lots 17A, 18A, 18B1A, 18B2, 19B, 19C, 19D, 20A2, 20A3, 20A4, 20B2, 20B3, 20B4, 20B5, 20E, 20F2, 21 except east 30', north half of Lot 22, 24A, 25, 26, 27, north 15' of Lot 28, south 75' of the south half of Lot 28, and 31A1 west of railroad, Pleasant Hill or Martin's Subdivision; Lots 31C1A and 31D, Pleasant Hill Replat; Tax Lots H2, J1, J2, K1, K2, L1, L2, M, N, O1, O2, P1, P2, Q1, Q2, R1, R2, R3, T1, T2, U, V1B1, north 65' of Tax Lot I-2, and south 75' of Tax Lot I-2, Section 16, Township 14 North, Range 13 East of the 6<sup>th</sup> P.M., and all abutting county road rights-of-way.

On March 28, 2019, the City of Bellevue Planning Commission voted six yes, two no, zero abstained, and one absent to recommend:

**APPROVAL** with the exception of Tax Lots Q2 and T2, and Lots 24A, 25, and 26, Pleasant Hill or Martin's Subdivision, based on their agricultural use and greenbelt status. **APPROVAL** based upon consistency with the Comprehensive Plan.

### VOTE:

Yes:	Six:	No:	Two:	Abstain:	Zero:	Absent:	One:
	Casey		Aerni				Ritz
	Perrin		Cutsforth				
	Cain						
	Jacobson						
	Ackley						
	Smith						

Planning Commission Hearing (s) was held on: March 28, 2019





## City of Bellevue

Office of the Planning Department

**To:** Mayor Hike, City Council, City Administrator Jim Ristow  
**From:** Chris Shewchuk, Planning Director *cms*  
**Date:** April 2, 2019  
**Subject:** City of Bellevue annexation proposal

As a result of its recent Strategic Planning session, the City is taking the position that it is in its best interest to annex areas adjacent to the existing city limits; it is also part of the natural growth and development of a city. The City of Bellevue is proposing to annex a large number of unincorporated lots adjacent or close to the existing city limits. We have divided the lots into nine geographical areas and have labeled them as Annexation Areas 1 through 9. The ordinances currently before the City Council are for the annexation of Areas 1, 2, 3, 4, and 6, as shown on the attached maps, comprised of 180 parcels. It is estimated that there are approximately 500 people living in these areas. The other four areas will be presented to the Planning Commission at its April meeting and brought to the Council in May. In some cases, residents are already receiving the benefits of city services, such as snow removal and fire protection; in other cases, the City is restricted in providing needed services, such as Code Enforcement, to areas that are outside the city limits.

Unlike with the annexation of Sanitary and Improvement Districts, the City does not assume any debt with the annexation of these unincorporated areas. The City will, however, begin receiving property tax revenue from these areas beginning in 2020. The current assessed value of the properties in this annexation proposal is \$33,821,438. Based upon the City's current levy, the increase in property tax receipts for the City would be \$206,310.77; this figure will change in the future based upon changes in assessed valuation and the City's property tax rate.

The properties involved in this annexation will see an increase in their tax levy in future years as a result of the City's levy being added to the tax bill; each property will also see the elimination of the levy assessed by its corresponding fire district. The properties involved in this annexation are in four different school districts and three different fire districts, resulting in six different total property tax levies across all the lots in this proposal. The following chart shows the current levies, based on school and fire districts:

School	Fire	Current levy	Future levy	Increase
Bellevue	Eastern Sarpy	1.77401	2.198227	0.424217
Bellevue	Papillion	1.723936	2.198227	0.474291
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Papillion	Papillion	1.904194	2.378485	0.474291
Springfield	Papillion	1.625369	2.099660	0.474291

The annexation will affect the tax levy by removing the fire district levy and adding the City of Bellevue levy, currently 0.61. The annexation will not affect the levies of the other taxing jurisdictions. For a property valued at \$150,000, the change in property tax would be:

School	Fire	Current tax	Future tax	Increase
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Papillion	Papillion	\$2,856.29	\$3,567.73	\$711.44
Springfield	Papillion	\$2,438.05	\$3,149.49	\$711.44

The figures shown on these two charts reflect the current tax levy; levies and assessed valuations are subject to change.

This annexation proposal was distributed to other departments for review with a request to determine what additional resources they would require, in terms of manpower and equipment, to deliver services to the residents of these areas. While some departments indicated the ability to serve these areas with existing resources, the Police Department indicated the need for one additional Code Enforcement Officer to handle the expected increase in workload.

The Street Department also reported a need for additional manpower and equipment, plus an additional budget of \$86,592.96 for annual maintenance. While these five areas by themselves would result in partial needs, the total package of nine areas would result in the need for two full-time employees and one to two pieces of equipment. Additionally, approximately \$750,000 would need to be included in the CIP in the next three to five years for road projects. The City would receive an increase in its highway allocation of \$67,225.14 (based on current figures) with the addition of 7.98 lane miles in these areas. An estimated cost of street lighting has not been determined.

The financial aspects of this annexation proposal have been discussed with the City Administrator and Finance Director and both agreed the financial impacts of the annexation are within the City's budgetary means.

#### **DEPARTMENT RECOMMENDATION**

APPROVAL based upon the positive financial impact on the City and the natural growth and development of the City.

#### **PLANNING COMMISSION RECOMMENDATION**

APPROVAL of the annexation of all areas as proposed, with the exception of removing parcels from Areas 3, 4, and 6 which have greenbelt status.

**NOTE:** The ordinances as presented do not reflect the Planning Commission's recommendation; if the Council wishes to remove any parcels from the annexation it would have to vote to amend the ordinances.



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**Street Department**

206 Industrial Dr • Bellevue, Nebraska 68005 • (402) 293-3126

## **MEMORANDUM**

**To:** Chris Schewchuk                      Planning Director  
**Cc:** Jeff Roberts                          Public Works Director  
**From:** Bobby Riggs                      Street Superintendent  
**Subject:** Annexation Package Review  
**Date:** March 2019

### ○ **PACKAGE SUMMARY TOTALS:**

- Package Totals:
  - Lane Miles = 22.48
  - Annual Street Lighting Cost = Unknown at this time
  - Manpower additions – 176% of level threshold; 2 full-time employees
  - Equipment additions – 134 % of level threshold; 1-2 pieces
  - Needed annual maintenance budget increase, not including first-year additional personnel or equipment costs – \$86,592.96
  - Projected annual Highway Allocation revenue increase -\$189,459.98
  - Needed roadway work to be added to, programmed in CIP- \$4,675,000

Given time constraints, schedule and workload, the lighting cost information was not obtained for this report. All lane mile information is basic in nature and should only be looked as 90% accurate, underestimated. With that in mind, please also consider the associated percentage thresholds and budgetary numbers are most likely somewhat underestimated.

### ○ **AREA 1 – SOUTH AND WEST OF 36<sup>TH</sup> ST AND CAPEHART RD**

Lane Miles = 2.28

OPPD street lighting cost = Unknown at this time

Additional equipment needs – 13.6% of level needed to add one additional piece of equipment  
(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:16.72 lane miles)

Additional manpower needs – 17.9% of level needed to add one employee  
(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:12.74 lane miles)

Needed yearly operational maintenance budget increase - \$8,782.56  
(based on current FY 18-19 levels, \$2,189,954 or \$3,852 per lane mile)

Annual Highway Allocation revenue increase - \$19,216  
(based on current FY 18-19 projected budget levels, \$8,427.92 per lane mile)

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Misc - CIP, road conditions and project needs: No additional comments at this time

○ **AREA 2 – AREA AROUND 36<sup>TH</sup> ST AND CORNHUSKER RD**

Lane Miles = 1.78

OPPD street lighting cost = Unknown at this time

Additional equipment needs – 10.6% of level needed to add one additional piece of equipment  
(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:16.72 lane miles)

Additional manpower needs – 14% of level needed to add one employee  
(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:12.74 lane miles)

Needed yearly operational maintenance budget increase - \$6,856.56  
(based on current FY 18-19 levels, \$2,189,954 or \$3,852 per lane mile)

Annual Highway Allocation revenue increase - \$15,001.70  
(based on current FY 18-19 projected budget levels, \$8,427.92 per lane mile)

Misc - CIP, road conditions and project needs: No additional comments at this time

○ **AREA 3 – ALONG 36<sup>TH</sup> ST, BETWEEN CORNHUSKER AND GILES RD**

Lane Miles = 1.73

OPPD street lighting cost = Unknown at this time

Additional equipment needs – 10.3% of level needed to add one additional piece of equipment  
(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:16.72 lane miles)

Additional manpower needs – 13.6% of level needed to add one employee  
(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:12.74 lane miles)

Needed yearly operational maintenance budget increase - \$6,663.96  
(based on current FY 18-19 levels, \$2,189,954 or \$3,852 per lane mile)

Annual Highway Allocation revenue increase - \$14,580.30  
(based on current FY 18-19 projected budget levels, \$8,427.92 per lane mile)

Misc - CIP, road conditions and project needs:

Extensive rehab and resurfacing needs, reconstruction of all residential asphalt streets cost could approach and exceed \$750 k and will be necessary within the first 3 to 5 years after annexation. Expected extensive maintenance resources to maintain yearly until project could be completed.

Mailing Address: 210 West Mission Avenue Bellevue, Nebraska 68005





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(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:16.72 lane miles)

Additional manpower needs – 62.2% of level needed to add one employee

(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:12.74 lane miles)

Needed yearly operational maintenance budget increase - \$30,507.84

(based on current FY 18-19 levels, \$2,189,954 or \$3,852 per lane mile)

Annual Highway Allocation revenue increase - \$66,749.13

(based on current FY 18-19 projected budget levels, \$8,427.92 per lane mile)

Misc - CIP, road conditions and project needs:

Extensive rehab along Ft Crook , including major bridge rehab repairs and resurfacing needs. Costs could approach and exceed \$2.2 M and will be necessary within the first 3 to 5 years after annexation. Expected extensive maintenance resources to maintain yearly until project could be completed.

Mailing Address: 210 West Mission Avenue Bellevue, Nebraska 68005



ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE TO ANNEX TO THE CITY OF BELLEVUE, SARPY COUNTY, NEBRASKA, CERTAIN LANDS, LOTS AND REAL ESTATE LYING WITHIN THE BELOW DESCRIBED BOUNDARIES, TO THE CITY OF BELLEVUE, SARPY COUNTY, NEBRASKA, AND DESIGNATING AN EFFECTIVE DATE.

WHEREAS, ALL OF THE LOTS, LANDS, AND REAL ESTATE LYING WITHIN THE BOUNDARIES DESCRIBED AS FOLLOWS, AND SHOWN ON THE ATTACHED MAP, TO WIT:

Lots 1 through 7, Edward Warren Addition;

Lots 1 and 2, Denny's Subdivision;

Lots 1, 2, and 3, Norton's First Addition;

Lots 1 and 2, Cornelison Addition;

Lots 1 through 5, Pleasant Valley;

Lot 1, J&J Addition;

Lot 1, Goers Addition;

Lots 1 through 24 and vacated alley, Block 2, Pennington Heights;

Lot 1, Armbrust Addition;

Lot 2, Lucy's Acres;

Lot 2, Lucy's Acres Replat;

Lots 18A, 18B2, 19B, 19C, 19D, 20A2, 20A3, 20A4, 20B2, 20B3, 20B4, 20B5, 20E, 20F2, 24A, 25, 26, and 27, Pleasant Hill or Martin's Subdivision;

Lots 31C1A and 31D, Pleasant Hill Replat;

Tax Lots H2, North 65' of Tax Lot I-2, South 75' of Tax Lot I-2, J1, J2, K1, K2, L1, L2, M, N, North 89.6' of Tax Lots O and P, North 104.3' of the south of 241.9' of Tax Lots O and P, North 104.6' of the south 137.6' of Tax Lots O and P, South 33' of Tax Lots O and P, Q1, Q2, R1, R2, R3, T1, T2, and U, Section 16, Township 14 North, Range 13 East of the 6<sup>th</sup> P.M.;

Lot 31A1, west of railroad, Pleasant Hill or Martin's Subdivision, and Tax Lot V1B1, Section 16, Township 14 North, Range 13 East of the 6<sup>th</sup> P.M., Sarpy County;

Lots 17A, 18B1A, and north 15' of Lot 28, Pleasant Hill or Martin's Subdivision;

South 75' of the south one-half of Lot 28, Pleasant Hill or Martin's Subdivision;

North one-half of Lot 27, except south 75', Pleasant Hill or Martin's Subdivision;

South one-half of Lot 27 and south 75' of the north one-half of Lot 27, Pleasant Hill or Martin's Subdivision;

Lot 21, except east 30', Pleasant Hill or Martin's Subdivision;

North one-half of Lot 22, Pleasant Hill or Martin's Subdivision;



and all abutting county road rights-of-way

ARE CONTIGUOUS AND ADJACENT TO THE CITY OF BELLEVUE,  
NEBRASKA, AND ARE URBAN OR SUBURBAN IN CHARACTER, AND

WHEREAS, SAID REAL ESTATE WILL RECEIVE MATERIAL BENEFITS AND  
ADVANTAGES FROM ANNEXATION TO THE SAID CITY.

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

**S**ection 1. All of the real estate lying within the area heretofore described be and the  
same hereby is included within the boundaries and territory of the City of Bellevue, Nebraska,  
and said lands and the persons residing thereon shall hereafter be subject to all of the rules,  
regulations, ordinances, taxes, and all other burdens and benefits of other persons and territory  
included with the City of Bellevue, Nebraska.

**S**ection 2. This ordinance shall become effective after its passage, approval, and  
publication according to law.

**A**DOPTEd by the Mayor and City Council this \_\_\_\_\_ day of \_\_\_\_\_,  
2019.

APPROVED AS TO FORM:

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

ATTEST

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

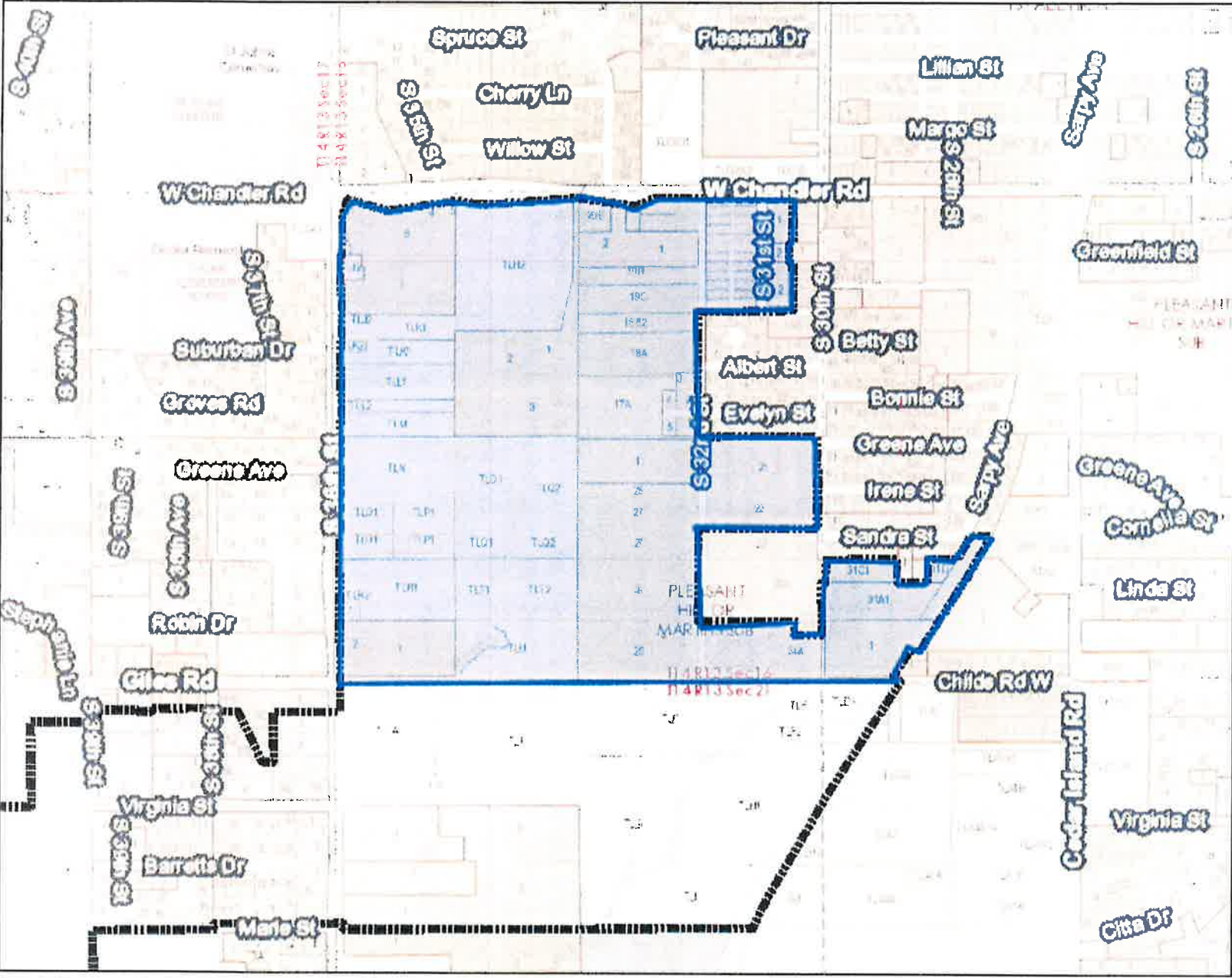
\_\_\_\_\_  
Mayor

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

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

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


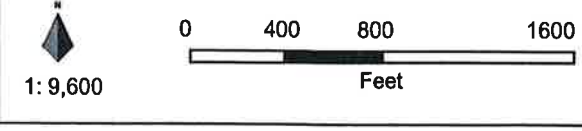
**Annexation Area # 4**



A diagram showing a red dot on a white background, labeled "Location".

### Legend

Road Centerlines

 Municipal Boundaries

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

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CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

13e  
4-8-19

COUNCIL MEETING DATE:	April 8, 2019	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 annex Tax Lots 2A, 3B, 4E, and 4F, Section 27, Township 14 North, Range 13 East; Tax Lot C and part of the northwest quarter of the northeast quarter east of Cedar Island Road and north of Cornhusker Road, Section 28, Township 14 North, Range 13 East of the 6th P.M.; and all abutting county road rights-of-way. Applicant: City of Bellevue.

SYNOPSIS:

The City is proposing to annex a number of unincorporated lots adjacent, or nearly adjacent, to the current city limits. The proposal has been divided into nine areas--the first five are on the current Council agenda, the next four will be on a Council agenda in May after having public hearing before the Planning Commission at its April meeting.

FISCAL IMPACT:

This annexation would have a positive fiscal impact on the City based upon tax revenues and expected departmental expenditures.

BUDGETED ITEM: ☐ YES ☐ NO

PROJECT # & TRACKING INFORMATION:

N/A

RECOMMENDATION:

The Planning Department has recommended approval of this request. The Planning Commission has recommended approval of this annexation request, except for the removal of Tax Lots C and 4F and part of the northwest quarter of the northeast quarter of Section 28, east of Cedar Island Road and north of Cornhusker Road which have Greenbelt status.

BACKGROUND:

This ordinance pertains to Annexation Area #6. See attached Planning Department memorandum regarding the complete annexation package being proposed at this time.

ATTACHMENTS:

- 1 PC recommendation
- 2 Planning Department staff memo
- 3 Proposed Ordinance and Map

4	
5	
6	

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:

*[Signature]*  
*[Signature]*  
*A. Bue Robbins*

# City of Bellevue

## PLANNING COMMISSION RECOMMENDATION

APPLICANT: City of Bellevue

CITY COUNCIL HEARING DATE: April 22, 2019

REQUEST: Request to annex Tax Lots 2A, 3B, 4E, and 4F, Section 27, Township 14 North, Range 13 East of the 6th P.M.; Tax Lot C and part of the northwest quarter of the northeast quarter east of Cedar Island Road and north of Cornhusker Road, Section 28, Township 14 North, Range 13 East of the 6<sup>th</sup> P.M.; and all abutting county road rights-of-way.

On March 28, 2019, the City of Bellevue Planning Commission voted seven yes, one no, zero abstained, and one absent to recommend:

**APPROVAL** with the exception of Tax Lots C and 4F, and part of the northwest  $\frac{1}{4}$  of the northeast  $\frac{1}{4}$  east of Cedar Island Road and north of Cornhusker Road, based on their agricultural use and greenbelt status.  
**APPROVAL** based on consistency with the Comprehensive Plan.

VOTE:


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

Planning Commission Hearing (s) was held on: March 28, 2019



## City of Bellevue

Office of the Planning Department

**To:** Mayor Hike, City Council, City Administrator Jim Ristow  
**From:** Chris Shewchuk, Planning Director   
**Date:** April 2, 2019  
**Subject:** City of Bellevue annexation proposal

As a result of its recent Strategic Planning session, the City is taking the position that it is in its best interest to annex areas adjacent to the existing city limits; it is also part of the natural growth and development of a city. The City of Bellevue is proposing to annex a large number of unincorporated lots adjacent or close to the existing city limits. We have divided the lots into nine geographical areas and have labeled them as Annexation Areas 1 through 9. The ordinances currently before the City Council are for the annexation of Areas 1, 2, 3, 4, and 6, as shown on the attached maps, comprised of 180 parcels. It is estimated that there are approximately 500 people living in these areas. The other four areas will be presented to the Planning Commission at its April meeting and brought to the Council in May. In some cases, residents are already receiving the benefits of city services, such as snow removal and fire protection; in other cases, the City is restricted in providing needed services, such as Code Enforcement, to areas that are outside the city limits.

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The financial aspects of this annexation proposal have been discussed with the City Administrator and Finance Director and both agreed the financial impacts of the annexation are within the City's budgetary means.

#### **DEPARTMENT RECOMMENDATION**

APPROVAL based upon the positive financial impact on the City and the natural growth and development of the City.

#### **PLANNING COMMISSION RECOMMENDATION**

APPROVAL of the annexation of all areas as proposed, with the exception of removing parcels from Areas 3, 4, and 6 which have greenbelt status.

**NOTE:** The ordinances as presented do not reflect the Planning Commission's recommendation; if the Council wishes to remove any parcels from the annexation it would have to vote to amend the ordinances.





## **MEMORANDUM**

**To:** Chris Schewchuk Planning Director  
**Cc:** Jeff Roberts Public Works Director  
**From:** Bobby Riggs Street Superintendent  
**Subject:** Annexation Package Review  
**Date:** March 2019

### ○ **PACKAGE SUMMARY TOTALS:**

- Package Totals:
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Additional equipment needs – 13.6% of level needed to add one additional piece of equipment  
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(based on current FY 18-19 levels, \$2,189,954 or \$3,852 per lane mile)

Annual Highway Allocation revenue increase - \$19,216  
(based on current FY 18-19 projected budget levels, \$8,427.92 per lane mile)

Mailing Address: 210 West Mission Avenue Bellevue, Nebraska 68005





Misc - CIP, road conditions and project needs: No additional comments at this time

○ **AREA 2 – AREA AROUND 36<sup>TH</sup> ST AND CORNHUSKER RD**

Lane Miles = 1.78

OPPD street lighting cost = Unknown at this time

Additional equipment needs – 10.6% of level needed to add one additional piece of equipment  
(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:16.72 lane miles)

Additional manpower needs – 14% of level needed to add one employee  
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Annual Highway Allocation revenue increase - \$15,001.70  
(based on current FY 18-19 projected budget levels, \$8,427.92 per lane mile)

Misc - CIP, road conditions and project needs: No additional comments at this time

○ **AREA 3 – ALONG 36<sup>TH</sup> ST, BETWEEN CORNHUSKER AND GILES RD**

Lane Miles = 1.73

OPPD street lighting cost = Unknown at this time

Additional equipment needs – 10.3% of level needed to add one additional piece of equipment  
(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:16.72 lane miles)

Additional manpower needs – 13.6% of level needed to add one employee  
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Street Department

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○ **AREA 4 – SOUTH OF CHANDLER RD, EAST OF 36<sup>TH</sup> ST**

Lane Miles = 0.00

No additional operational needs, concerns at this time

○ **AREA 5 – BETWEEN 25<sup>TH</sup> ST AND KENNEDY FREEWAY, S/ KENNEDY TOWN CENTER**

Lane Miles = 5.33

OPPD street lighting cost = Unknown at this time

Additional equipment needs – 31.9% of level needed to add one additional piece of equipment  
(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:16.72 lane miles)

Additional manpower needs – 41.8% of level needed to add one employee  
(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:12.74 lane miles)

Needed yearly operational maintenance budget increase - \$20,531.16  
(based on current FY 18-19 levels, \$2,189,954 or \$3,852 per lane mile)

Annual Highway Allocation revenue increase - \$44,920.81  
(based on current FY 18-19 projected budget levels, \$8,427.92 per lane mile)

Misc - CIP, road conditions and project needs:

Extensive rehab and resurfacing needs, reconstruction of all residential asphalt streets north of Childs Rd cost could approach and exceed \$925 k and will be necessary within the first 3 to 5 years after annexation. Expected extensive maintenance resources to maintain yearly until project could be completed. Childs Rd from 25th St, east to the Kennedy Freeway will also need to be resurfaced along with the residential streets south of Childs Rd in the area. Costs for resurfacing will exceed \$600 k and the work should be completed within the first 3-5 years following annexation.

○ **AREA 6 – AREA AROUND 25<sup>TH</sup> ST AND CORNHUSKER RD**

Lane Miles = 2.19

OPPD street lighting cost = Unknown at this time

Additional equipment needs – 13.1% of level needed to add one additional piece of equipment  
(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:16.72 lane miles)

Additional manpower needs – 17.2% of level needed to add one employee  
(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:12.74 lane miles)

Mailing Address: 210 West Mission Avenue Bellevue, Nebraska 68005





Error! Main Document Only. **City of Bellevue**

**Street Department**

206 Industrial Dr • Bellevue, Nebraska 68005 • (402) 293-3126

Needed yearly operational maintenance budget increase - \$8435.88  
(based on current FY 18-19 levels, \$2,189,954 or \$3,852 per lane mile)

Annual Highway Allocation revenue increase - \$18,457.14  
(based on current FY 18-19 projected budget levels, \$8,427.92 per lane mile)

Misc - CIP, road conditions and project needs:

No additional CIP needs identified currently, yearly maintenance only for the first five years after annexation.

○ **AREA 7 – BETWEEN KENNEDY FREEWAY AND FT CROOK RD, S/ CHILDS RD**

Lane Miles = 1.25

OPPD street lighting cost = Unknown at this time

Additional equipment needs – 7.5% of level needed to add one additional piece of equipment  
(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:16.72 lane miles)

Additional manpower needs – 9.8% of level needed to add one employee  
(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:12.74 lane miles)

Needed yearly operational maintenance budget increase - \$4,815.00  
(based on current FY 18-19 levels, \$2,189,954 or \$3,852 per lane mile)

Annual Highway Allocation revenue increase - \$10,534.90  
(based on current FY 18-19 projected budget levels, \$8,427.92 per lane mile)

Misc - CIP, road conditions and project needs:

Extensive rehab needed on Kasper within the first 3-5 years following annexation. Costs could approach \$200 k.

○ **AREA 8 – EAST OF OFFUTT AFB**

Lane Miles = 0.00

No additional operational needs, concerns at this time

○ **AREA 9 – SOUTH OF OFFUTT AFB**

Lane Miles = 7.92

OPPD street lighting cost = Unknown at this time

Additional equipment needs – 47.4% of level needed to add one additional piece of equipment

Mailing Address: 210 West Mission Avenue Bellevue, Nebraska 68005





**Error! Main Document Only. City of Bellevue**

**Street Department**

206 Industrial Dr • Bellevue, Nebraska 68005 • (402) 293-3126

(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:16.72 lane miles)

Additional manpower needs – 62.2% of level needed to add one employee

(based on fall, 2018 Annexation pkg review recommendation of a ratio of 1:12.74 lane miles)

Needed yearly operational maintenance budget increase - \$30,507.84

(based on current FY 18-19 levels, \$2,189,954 or \$3,852 per lane mile)

Annual Highway Allocation revenue increase - \$66,749.13

(based on current FY 18-19 projected budget levels, \$8,427.92 per lane mile)

Misc - CIP, road conditions and project needs:

Extensive rehab along Ft Crook , including major bridge rehab repairs and resurfacing needs. Costs could approach and exceed \$2.2 M and will be necessary within the first 3 to 5 years after annexation. Expected extensive maintenance resources to maintain yearly until project could be completed.

Mailing Address: 210 West Mission Avenue Bellevue, Nebraska 68005





ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE TO ANNEX TO THE CITY OF BELLEVUE, SARPY COUNTY, NEBRASKA, CERTAIN LANDS, LOTS AND REAL ESTATE LYING WITHIN THE BELOW DESCRIBED BOUNDARIES, TO THE CITY OF BELLEVUE, SARPY COUNTY, NEBRASKA, AND DESIGNATING AN EFFECTIVE DATE

WHEREAS, ALL OF THE LOTS, LANDS, AND REAL ESTATE LYING WITHIN THE BOUNDARIES DESCRIBED AS FOLLOWS, AND SHOWN ON THE ATTACHED MAP, TO WIT:

Tax Lots 2A, 3B, 4E, and 4F, Section 27, Township 14 North, Range 13 East of the 6<sup>th</sup> P.M.;

Tax Lot C and part of the northwest quarter of the northeast quarter east of Cedar Island Road and north of Cornhusker Road, Section 28, Township 14 North, Range 13 East of the 6<sup>th</sup> P.M.;

and all abutting county road rights-of-way

ARE CONTIGUOUS AND ADJACENT TO THE CITY OF BELLEVUE, NEBRASKA, AND ARE URBAN OR SUBURBAN IN CHARACTER, AND

WHEREAS, SAID REAL ESTATE WILL RECEIVE MATERIAL BENEFITS AND ADVANTAGES FROM ANNEXATION TO THE SAID CITY.

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

Section 1. All of the real estate lying within the area heretofore described be and the same hereby is included within the boundaries and territory of the City of Bellevue, Nebraska, and said lands and the persons residing thereon shall hereafter be subject to all of the rules, regulations, ordinances, taxes, and all other burdens and benefits of other persons and territory included with the City of Bellevue, Nebraska.

Section 2. This ordinance shall become effective after its passage, approval, and publication according to law.

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

APPROVED AS TO FORM:

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

ATTEST

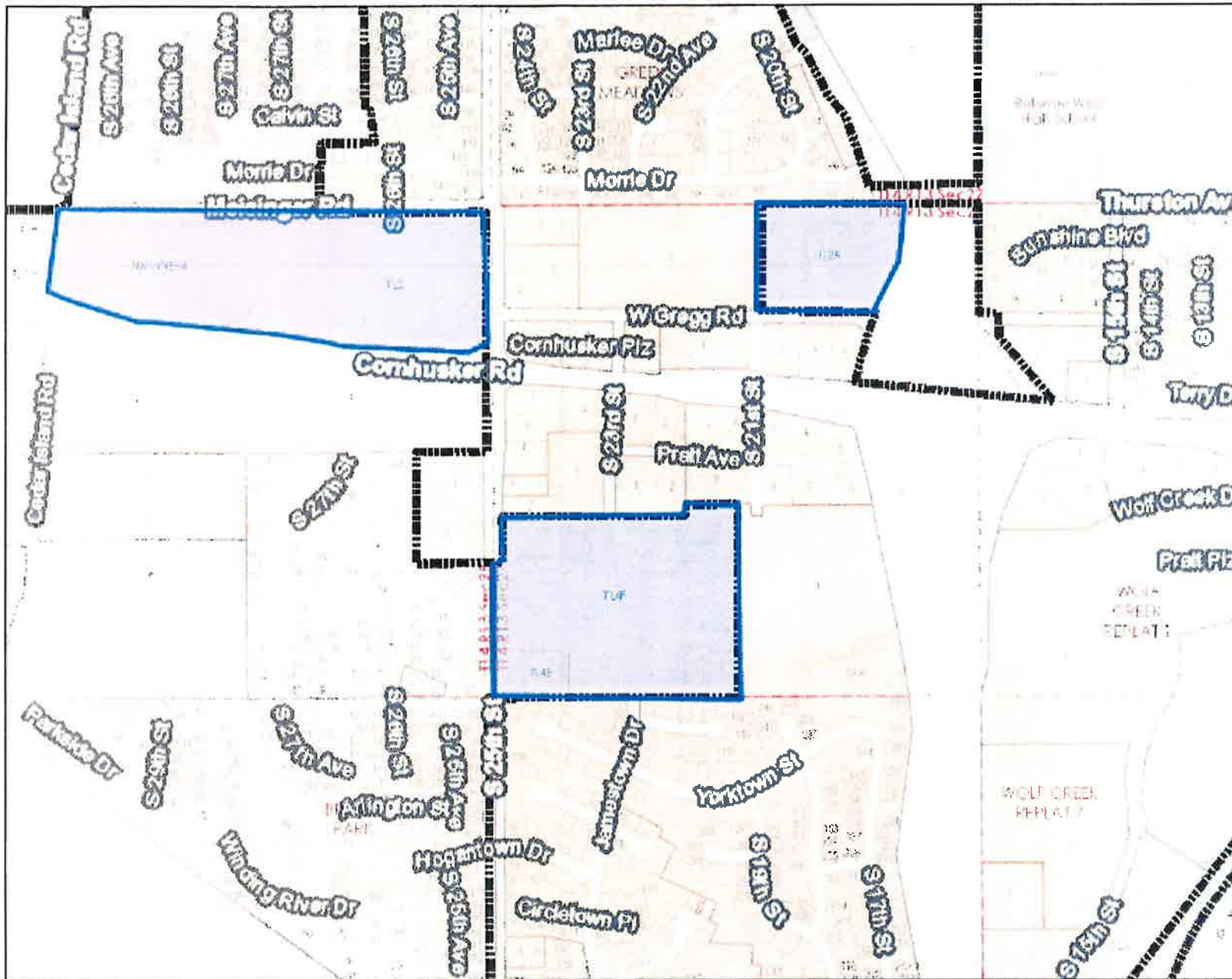
\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

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



# Annexation Area # 6



## Location



## Legend



Road Centerlines



Municipal Boundaries



1: 9,600

0 400 800 1600

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

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

138  
4-8-19

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

SUBJECT:

Ordinance No. 3937

SYNOPSIS:

Ordinance No. 3937, request to amend section 2-30 of the City Code, pertaining to the City Council's Order of Business.

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

RECOMMENDATION:

Approve Ordinance No. 3937 amending section 2-30 of the City Code, pertaining to the City Council's Order of Business.

BACKGROUND:

--

ATTACHMENTS:

1 Ordinance 3937

2

3

4

5

6

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:

*[Signature]*

N/A

*[Signature]*

ORDINANCE NO. 3937

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

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

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

**Sec. 2-30. Order of business.**

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

- (1) Pledge of allegiance;
- ~~(1)(a)~~ (2) Invocation;
- ~~(2)~~ (3) Call to order and roll call;
  - a. Election of Presiding Officer (when applicable)
- ~~(2)(a)~~ (4) Open Meetings Act;
- ~~(3)~~ (5) Approval of agenda, consent agenda, minutes and advisory committee reports;
  - a. Approval of Minutes from Prior Meeting
  - b. Adjourn sine die (only when new members need sworn in);
  - c. Presiding Officer calls to order and roll call (only when new members need sworn in);
  - b. Approval of the Agenda
  - c. Approval of the Consent Agenda
  - d. Approval of Advisory Committee Report
- ~~(4)~~ (6) Approval of claims (statements of account);
- ~~(5)~~ (7) Special presentations (quarterly budget update);
- ~~(5)(a)~~ (8) Organizational Matters (when necessary to elect a new council president)
- ~~(6)~~ (9) Approved Citizen Communication
- ~~(7)~~ (10) Liquor licenses;
- ~~(8)~~ (11) Ordinances for adoption (third reading);
- ~~(9)~~ (12) Ordinances for public hearing (second reading);
- ~~(10)~~ (13) Ordinances for introduction (first reading) read only;
- ~~(11)~~ (14) Public hearing on matters other than ordinances;
- ~~(12)~~ (15) Resolutions for adoption;
- ~~(13)~~ (16) Current business;
- ~~(14)~~ (17) Administrative reports;
- ~~(15)~~ (18) Closed or Executive Session; and
- ~~(16)~~ (19) Adjournment.

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

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

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

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

1 ATTEST:

2

3

4 City Clerk

5

6 First Reading

7 Second Reading

8 Third Reading

\_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

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

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

14a + 14a.1  
4-8-19

COUNCIL MEETING DATE:	April 8, 2019	AGENDA ITEM TYPE:
SUBMITTED BY:  Chris Shewchuk, Planning Director <i>CMS</i>	SPECIAL PRESENTATION	<input type="checkbox"/>
	LIQUOR LICENSE	<input type="checkbox"/>
	ORDINANCE	<input type="checkbox"/>
	PUBLIC HEARING	<input checked="" type="checkbox"/>
	RESOLUTION	<input type="checkbox"/>
	CURRENT BUSINESS	<input type="checkbox"/>
	OTHER (SEE CLERK)	<input type="checkbox"/>

SUBJECT:

Request for approval of the final plat of Lots 1 through 121 and Outlots A through G, Belle Lago South, and request for approval of the First Amendment to Subdivision Agreement of Belle Lago. Applicant: HRC Belle Lago, LLC. General Location: Southeast of 48th Street and Capehart Road.

SYNOPSIS:

Dave Vogtman, for HRC Belle Lago, LLC, is requesting approval of the final plat of Lots 1 through 121 and Outlots A through G, Belle Lago South, and approval of the Amendment to Belle Lago Subdivision Agreement. The preliminary plat and change of zone for this area were approved by the City Council on February 11, 2019. The final plat is in conformance with the approved preliminary plat.

FISCAL IMPACT:

None

BUDGETED ITEM: ☐ YES ☐ NO

PROJECT # & TRACKING INFORMATION:

N/A

RECOMMENDATION:

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

BACKGROUND:

Dave Vogtman, for HRC Belle Lago, LLC, is requesting approval of the final plat of Lots 1 through 121 and Outlots A through G, Belle Lago South. This development will become part of SID #325 Belle Lago, therefore the applicant is also requesting approval of the First Amendment to the Belle Lago Subdivision Agreement. The Subdivision Agreement amendment has been reviewed by the City Attorney. This final plat is in conformance with the approved preliminary plat.

ATTACHMENTS:

- 1 PC recommendation
- 2 Planning Department staff report
- 3 Subdivision Agreement

4	
5	
6	

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:

*[Handwritten signatures]*

# City of Bellevue

## PLANNING COMMISSION RECOMMENDATION

APPLICANT: HRC Belle Lago, LLC

GENERAL LOCATION: Southeast of 48<sup>th</sup> Street and Capehart Road

CASE #: Z-1902-02

CITY COUNCIL HEARING DATE: April 8, 2019

REQUEST: to final plat Lots 1 through 121, and Outlots A through G, Belle Lago South, being a replat of Lots 20 through 22, and Outlots B, G, and H, Belle Lago, and a platting of the Southwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$ , all located in Section 8, T13N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska.

On March 28, 2019, the City of Bellevue Planning Commission voted eight yes, zero no, zero abstained, and one absent to recommend:

**APPROVAL** based upon conformance with the preliminary plat.

### VOTE:

Yes:	Eight:	No:	Zero:	Abstain:	Zero:	Absent:	One:
	Casey						Ritz
	Perrin						
	Cain						
	Aerni						
	Jacobson						
	Ackley						
	Cutsforth						
	Smith						

Planning Commission Hearing (s) was held on: March 28, 2019



# **CITY OF BELLEVUE PLANNING DEPARTMENT**

## **RECOMMENDATION REPORT # 2**

**CASE NUMBERS:** S-1902-02

**FOR HEARING OF:**

**REPORT #1:** March 28, 2019

**REPORT #2:** April 8, 2019

### **I. GENERAL INFORMATION**

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

HRC Belle Lago, LLC  
Attn: Dave Vogtman  
6900 Westown PKWY  
West Des Moines, IA 50266

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

HRC Belle Lago, LLC  
Attn: Dave Vogtman  
6900 Westown PKWY  
West Des Moines, IA 50266

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

Southeast of 48<sup>th</sup> Street and Capehart Road

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

Lots 1 through 121, and Outlots A through G, Belle Lago South, being a replat of Lots 20 through 22, and Outlots B, G, and H, Belle Lago, and a platting of the Southwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$ , all located in Section 8, T13N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska.

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

1. Final plat Lots 1 through 121, and Outlots A through G, Belle Lago.

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

AG, Vacant

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

The purpose of this request is to obtain final plat approval to enable single family residential development.

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

The site is approximately 65 acres.

## **II. BACKGROUND INFORMATION**

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

The site is presently vacant and most recently used agriculturally.

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

- 1. **North:** Single Family Residential (Belle Lago), RG-50-PS
- 2. **East:** Vacant, AG
- 3. **South:** Single Family Residential, RS-72-PS
- 4. **West:** Vacant, AG

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

1. On March 23, 2017, the Planning Commission recommended approval of a request to rezone Lots 1 through 75, and Outlots A through F, Belle Lago, being a platting of Tax Lot 15, except the irregular 400; located in the Northwest  $\frac{1}{4}$  of Section 8, T13N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska from AG to RG-50; and preliminary plat Lots 1 through 75, and Outlots A through F, Belle Lago. On April 24, 2017 the City Council approved the aforementioned request.

2. On August 24, 2017, the Planning Commission recommended approval of a request to rezone Lots 1 through 107, and Outlots A through H, Belle Lago, being a platting of Tax Lot 14 and Tax Lot 15, located in part of the North  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$ , Section 8, T13N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska from AG to RE, RG-50-PS, and RG-28-PS; site plan approval for the purpose of single family residential and multi-family residential development; and preliminary plat Lots 1 through 107, and Outlots A through H, Belle Lago. On October 9, 2017, the City Council approved the aforementioned request.

3. On October 19, 2017, the Planning Commission recommended approval of a request to final plat Lots 1 through 81, and Outlots A through H, Belle Lago, being a platting of Tax Lots 14 and 15, located in the Northwest  $\frac{1}{4}$  of Section 8, T13N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska. On November 13, 2017, the City Council approved the aforementioned request.

4. On December 20, 2018, the Planning Commission recommended approval of a request to rezone Lots 1 through 121, and Outlots A through G, Belle Lago South, being a replat of Lots 20 through 22, and Outlots B, G, and H, Belle Lago, and a platting of the Southwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$ , all located in Section 8, T13N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska from AG to RG-50-PS to RG-50-PS for residential development; and preliminary plat Lots 1 through 121, and Outlots A through G, Belle Lago South. On February 11, 2019, the City Council approved the aforementioned request.

5. On March 28, 2019, the Planning Commission recommended approval of a request to final plat Lots 1 through 121, and Outlots A through G, Belle Lago South, being a replat of Lots 20 through 22, and Outlots B, G, and H, Belle Lago, and a platting of the Southwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$ , all located in Section 8, T13N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska.

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

1. Chapter 4, Subdivision Regulations, regarding Final Plats.
5. Chapter 7, Subdivision Regulations, regarding Capital Improvements.

### **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 are approximately 1,400 vehicles per day near the intersection of 48<sup>th</sup> Street and Capehart Road per the 2014 MAPA Traffic Count data. This is the most current traffic information available for this area.
2. Access will be from South 44<sup>th</sup> Avenue, as well as extensions of South 42<sup>nd</sup> Avenue, South 44<sup>th</sup> Street, and South 45<sup>th</sup> Street.

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

All utilities are available or will be constructed to serve this development.

**E. ANALYSIS:**

1. Dave Vogtman, on behalf of HRC Belle Lago, LLC, has submitted a request to final plat Lots 1 through 121, and Outlots A through G, Belle Lago South.
2. RG-50-PS zoning was previously requested for the development. This zoning will take effect upon filing of the final plat.
3. This application was sent out to the following departments/individuals for review: Public Works, Permits and Inspections, Offutt Air Force Base, Sarpy County Planning Director, Sarpy County Public Works Director, Bellevue Public School District, and the Springfield Platteview 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.

Public Works Engineer Matt Knight had minor technical comments pertaining to the plat. The applicant's engineer has since made the necessary revisions.

No other comments were received on this case.

4. As of the date of this report, the applicant's attorney indicates the applicant has "an agreement in principle" with the adjacent property owner in regards to the right-of-way necessary for a connection to South 45<sup>th</sup> Street.
5. The final plat is in conformance with the approved preliminary plat.
6. The applicant submitted a Subdivision Agreement which has been reviewed by the City Attorney.

**F. TECHNICAL DEFICIENCIES:**

None

**IV. DEPARTMENT RECOMMENDATION**

APPROVAL based upon conformance with the preliminary plat.

**V. PLANNING COMMISSION RECOMMENDATION**

APPROVAL based upon conformance with the preliminary plat.

**VI. ATTACHMENTS TO REPORT**

1. Zoning Map
2. 2018 GIS aerial photo of the property
3. Final plat received March 18, 2019
4. Subdivision Agreement received March 18, 2019

**VII. COPIES OF REPORT TO:**

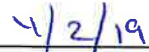
1. HRC Belle Lago, LLC (Dave Vogtman)
2. E & A Consulting Group, Inc. (Mark Westergard)
3. Fullenkamp, Doyle, and Jobeun (Larry Jobeun)
4. Fitzgerald Schorr PC (Paul R. Elofson)
5. Public Upon Request



Prepared by:

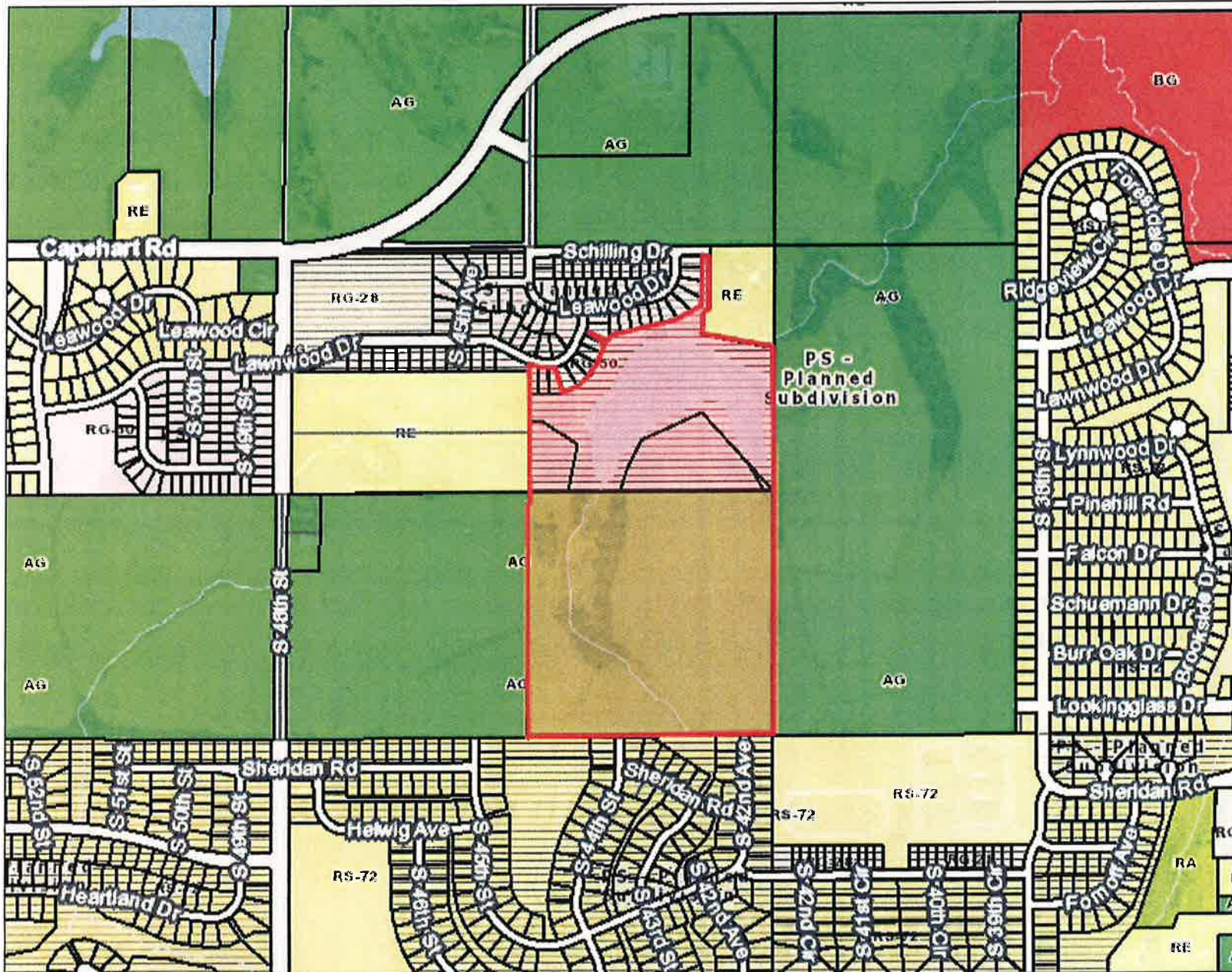


Planning Director



Date of Report

# Belle Lago South Zoning Map



## Location



## Legend

Road Centerlines  
2018 Aerial Photo

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



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

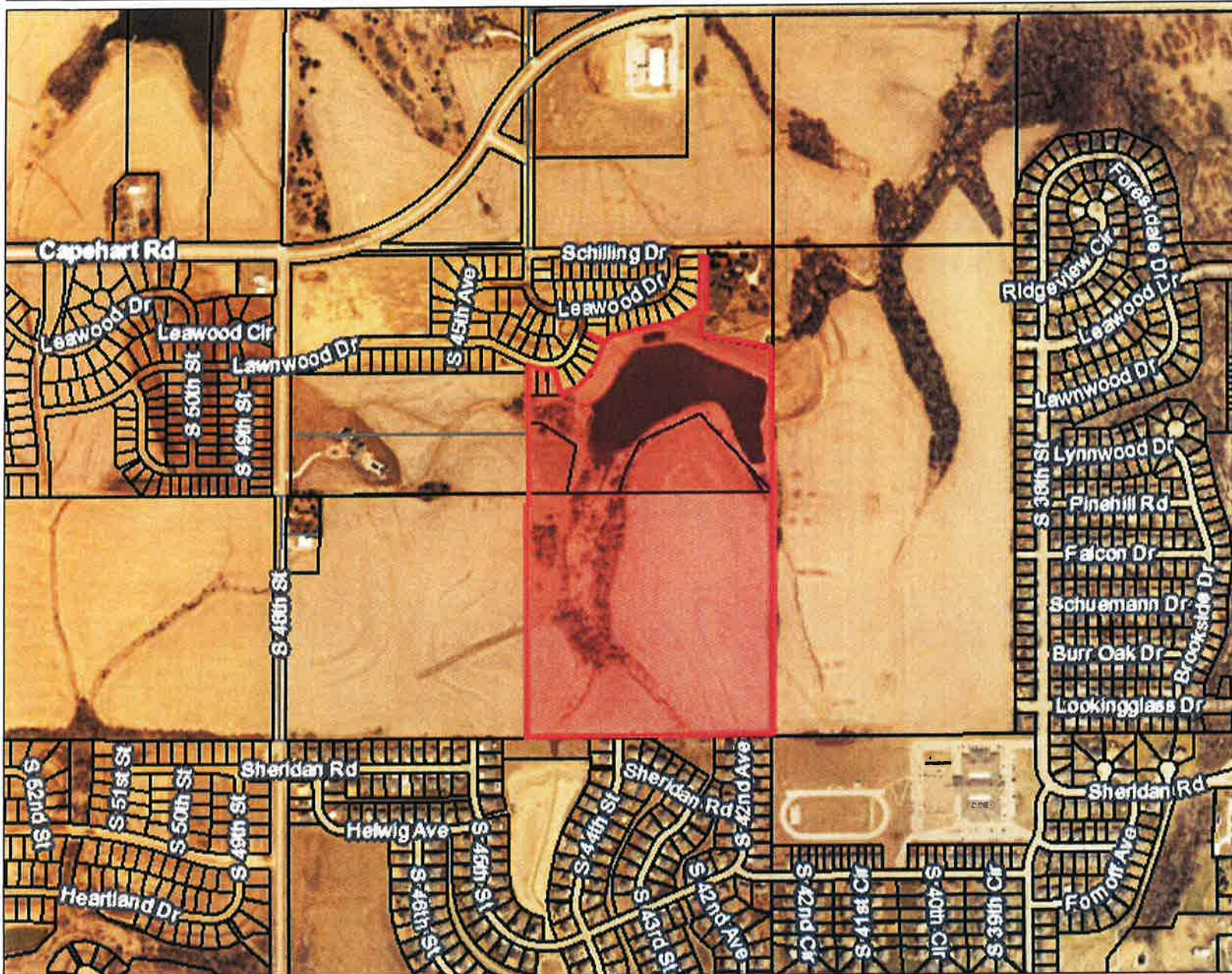
## Sarpy County GIS



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



# Belle Lago South



## Location



## Legend

Road Centerlines  
2018 Aerial Photo

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



1: 9,600

0 400 800 1600



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





## FIRST AMENDMENT TO SUBDIVISION AGREEMENT OF BELLE LAGO

This First Amendment to Subdivision Agreement ("Amendment") is made this \_\_\_\_ day of \_\_\_\_\_, 2019 ("Effective Date"), by and among HRC Belle Lago, Inc., a Nebraska corporation ("Developer"), Sanitary and Improvement District No. 325 of Sarpy County, Nebraska, and The Home Company, Inc., a Nebraska political subdivision ("District"), and The City of Bellevue, a municipal corporation of the first class ("City").

### WITNESSETH:

WHEREAS, the Parties hereto entered into a Subdivision Agreement ("Agreement") for the Belle Lago subdivision on the 13th day of November, 2017,

WHEREAS, the District and Developer desire to plat additional property adjacent to Belle Lago to be known as Lots 1-121 and Outlots "A" through "G", Belle Lago South. SID 325 shall annex Belle Lago South into the existing boundary of SID 325. District and Developer shall construct, install and locate certain public improvements within the development area; and

WHEREAS, the development area is outside the incorporated limits of City but within the City's zoning and platting jurisdiction thereby necessitating City's review and approval of the desired improvements.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, THE PARTIES HERETO AGREE AS FOLLOWS:

1. The Agreement shall be amended by adding to the following exhibits, to-wit:

Exhibit "A-1", Final Plat, Belle Lago South  
Exhibit "B" Paving Exhibit  
Exhibit "B-1", Storm Sewer Exhibit  
Exhibit "B-2", Trail Exhibit  
Exhibit "B-3", Water Exhibit  
Exhibit "C", Sanitary Sewer Exhibit

2. Developer shall contribute \$ 55,693.70 to the Park Development Fund for Belle Lago South calculated as 65.522 acres x \$850 per acre prior to the filing of the final plat. A trail credit shall be refunded in the amount of \$19,656.60 to the developer from the city upon installation of the trails as per Exhibit "B-2."

3. District shall pay to the City \$ 26,379, calculated as 1% of the estimated public improvement costs, concurrent with the City's approval of the plans and specifications for the Public Improvements of Belle Lago South, as reimbursement for any costs incurred by the City for review of this Agreement and all actions undertaken by the City in connection with the adoption of this agreement and the development contemplated thereby; provided, however, District shall not be

permitted to generally obligate, in the aggregate, an amount exceeding thirty percent (30%) of the fee paid.

4. The construction of a trail along Lookingglass Drive and S 44<sup>th</sup> Avenue shall be constructed at the same time as the initial public improvements. The trail along S 44<sup>th</sup> Avenue may be indicated in either option included in Exhibit "B-2". The trails shall comply with all planning requirements as indicated on Exhibit "B-2". The cost of said improvement may be a general obligation of the District.

5. The construction of trail within Outlot 'A' shall be constructed within two years of the initial public improvements as outlined herein. The cost of said improvement may be a general obligation of the District.

6. The cost of the acquisition of the right-of-way for the extension of Lookingglass Drive to the west and S. 45<sup>th</sup> Street to the south may be a general obligation of the District.

7. In the event that an agreement cannot be completed with Maalreo, LLC, landowner to the west, for the property required for the construction of Lookingglass Drive to the west and S 45<sup>th</sup> Street to the south, the District shall proceed with the acquisition of the ground through process of eminent domain in accordance with all applicable laws, statutes and ordinances. The City shall not be responsible or liable for any fees or costs associated with this process.

8. The City of Bellevue shall not issue building permits within Belle Lago South until such time as the connection to S 45<sup>th</sup> Street is under contract and bonded.

9. Developer agrees that no on street parking will be allowed on either side of S. 44<sup>th</sup> Avenue.

10. Developer shall provide to the City Engineer along with the final plat GIS deliverables for the area to be developed conforming to the requirements of the Sarpy County GIS Department. All pertinent GIS information for storm and sanitary sewer infrastructure shall be provided including, but not limited to: manhole type, diameter, rim and invert elevations, inlet type, size, rim/intake and invert elevations, pipe type, size, invert elevations, slope, and stubout locations, etc. Once the construction of the infrastructure is complete, as-built information shall be provided including mylars, CAD drawings, Adobe PDF files, and updated GIS information.

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

CITY OF BELLEVUE

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

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

ATTEST:

APPROVED AS TO FORM:

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

By: \_\_\_\_\_  
Attorney for City of Bellevue

SANITARY AND IMPROVEMENT DISTRICT NO.  
325 OF SARPY COUNTY, NEBRASKA

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

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

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Clerk

By: \_\_\_\_\_  
Attorney for SID #325

THE HOME COMPANY, INC.

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

By: \_\_\_\_\_  
Dave Vogtman, Managing Member

APPROVED AS TO FORM

HRC BELLE LAGO, INC.

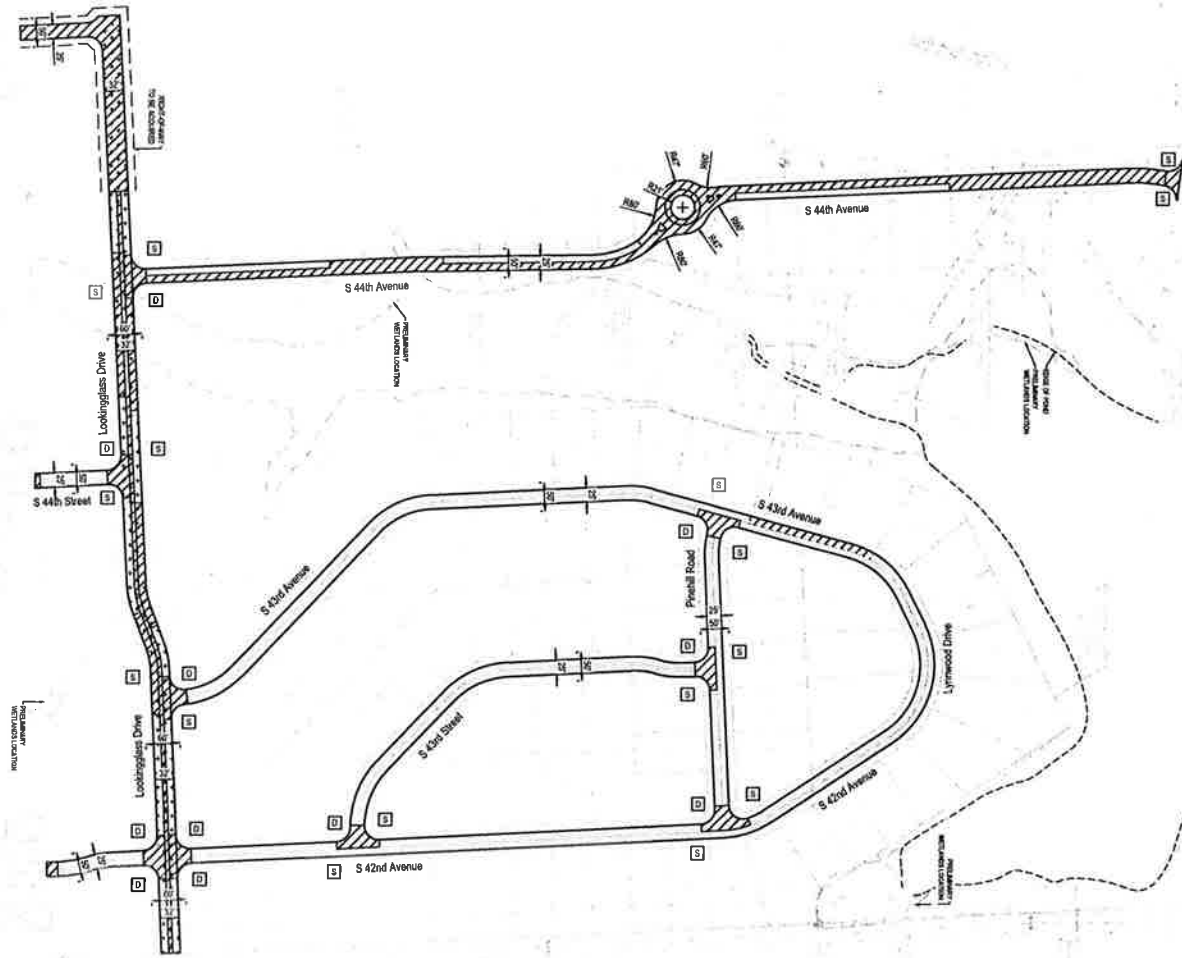
By: \_\_\_\_\_  
Attorney for Developer

By: \_\_\_\_\_  
Dave Vogtman, Managing Member







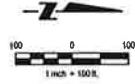


# **NOTE**

1. On street parking is to be restricted on S 44th Avenue.
2. ADA compliant curb ramps will be required at each intersection with a minimum of one pair of ramps crossing the through street and one crossing the stop street.
3. All radii shall be 20' unless otherwise noted.

# **LEGEND**

- 9" - Pavement
- 9" - General Obligation Pavement
- 7" - Pavement
- 7" - General Obligation Pavement
- 5" - Sidewalk
- 10' - Trail
- Double ramp location
- Single ramp location



**E & A CONSULTING GROUP, INC.**  
Engineering • Planning • Environmental & Field Services



BELLE LAGO SOUTH  
BELLEVUE, WISCONSIN

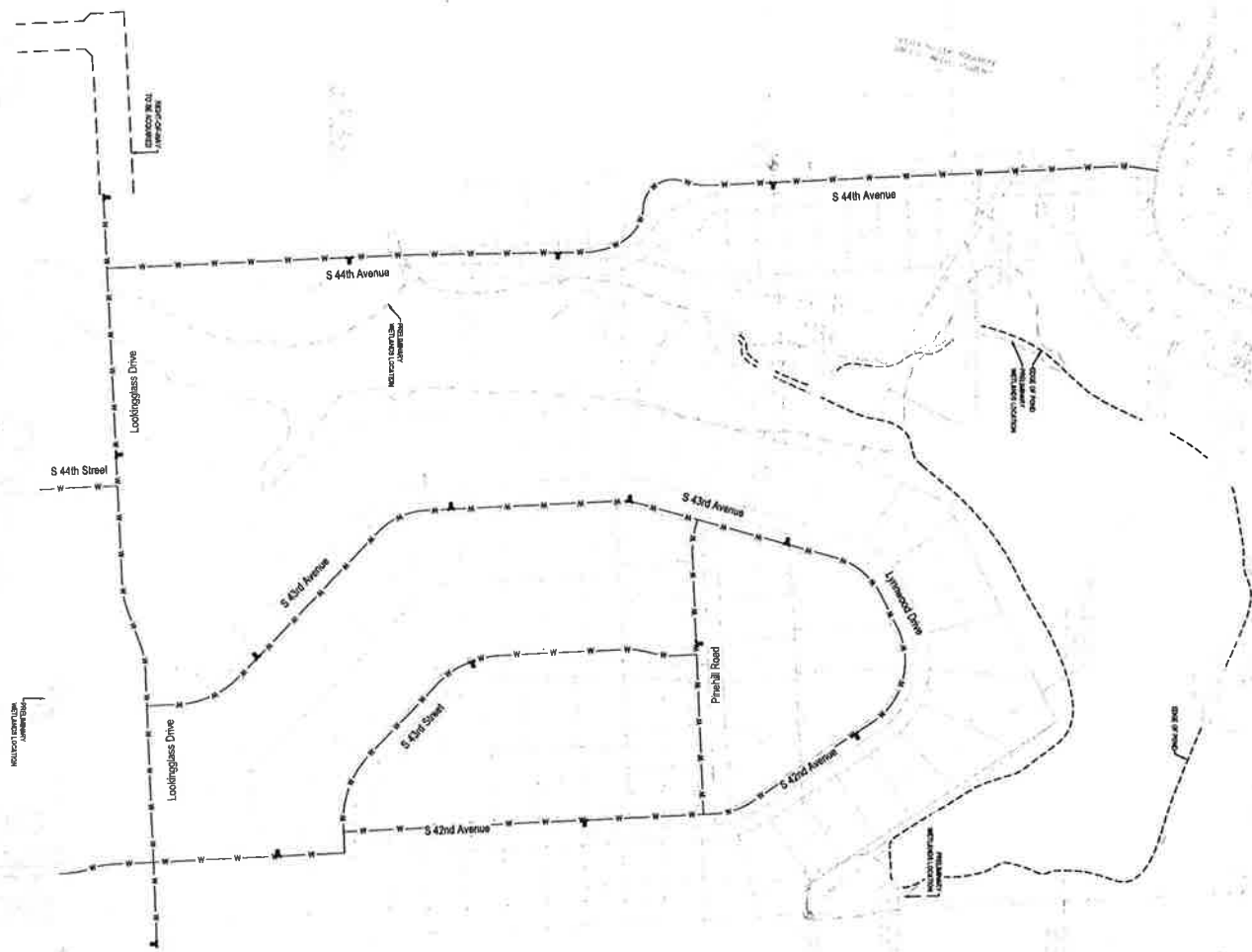
EXHIBIT B  
PAVING

Drawn By	Checked By	Date	Description
JAN/02	JAN/02		
JAN/02	JAN/02		
JAN/02	JAN/02		

Scale: 1" = 150'



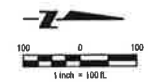
[illegible]



LEGEND

— W — W — W — Proposed 6" or 8" Water Main

--- Existing Water Main



Note: All water mains shall be designed and constructed in accordance with Metropolitan Utilities District Specifications and The Ten State Standards.

**E & A CONSULTING GROUP, INC.**  
 Engineering • Planning • Environmental & Field Services  
 10000 Old Valley Road, Suite 100 • Omaha, NE 68134  
 Phone: 402.262.7700 • Fax: 402.262.7888  
 www.eagroup.com



BELLE LAGO SOUTH  
 BELLEVUE, NEBRASKA

EXHIBIT B-3  
 WATER

Revision	Date	Description
1	11/15/2018	Initial Design
2	11/15/2018	Final Design

Drawn By: J. Smith  
 Checked By: M. Jones  
 Date: 11/15/2018  
 Scale: AS SHOWN  
 Title: WATER MAINS

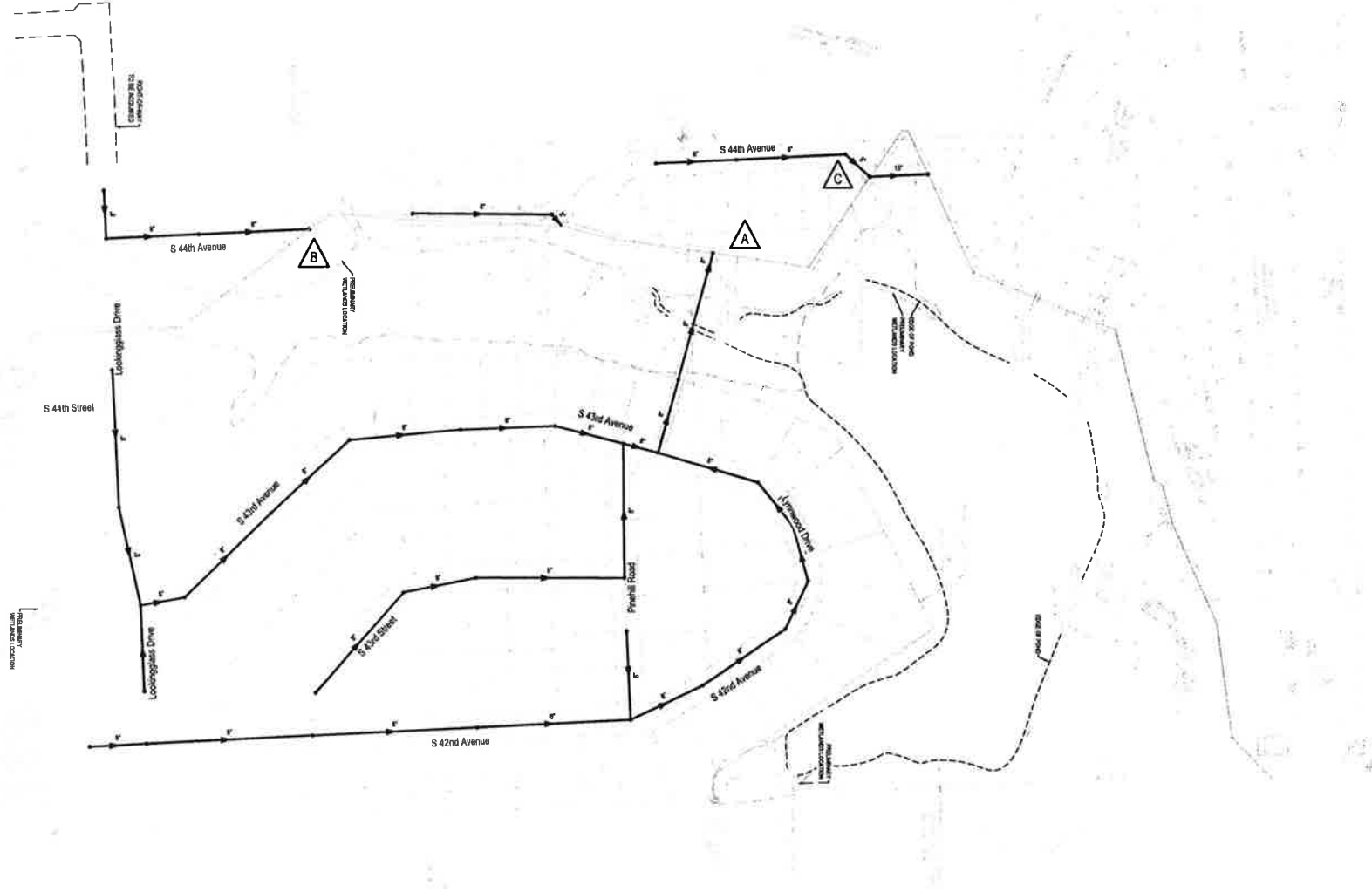
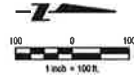
SANITARY SEWER IMPACT TABLE

IMPACT POINT	CONTRIBUTING AREA TYPE	AC.	UNITS	CAPITA	BASLINE FLOW (GPCD)	PEAKING FACTOR	PEAK FLOW* (GPCD)	PEAK FLOW* (GPD)	TOTAL PEAK FLOW (GFS)	COMMENTS
A			100	207	124	3.30	408.01	109,206	0.189	
B	Lots 15-21 and 2.6 Acres Future Development	15	40		124	3.81	472.43	18,867	0.029	
C		7	19		124	3.86	478.72	9,086	0.014	

\* Includes Calculated Peaking Factor (PF x 100 GPCD)

LEGEND

PROF. SANITARY SEWER  
EXIST. SANITARY SEWER



E & A CONSULTING GROUP, INC.  
Engineering • Planning • Environmental & Field Services



BELLE LAGO SOUTH  
BELLINGHAM, WASHINGTON

EXHIBIT C  
SANITARY SEWER

Revision	Date	Description
1	11/15/2018	Initial
2	11/15/2018	Revised
3	11/15/2018	Revised
4	11/15/2018	Revised
5	11/15/2018	Revised
6	11/15/2018	Revised
7	11/15/2018	Revised
8	11/15/2018	Revised
9	11/15/2018	Revised
10	11/15/2018	Revised

10000 M Valley Road, Suite 100 • Omaha, NE 68114  
Phone: 402.896.0700 • Fax: 402.896.0701  
www.eandagroup.com

# MINUTE RECORD

Bellevue City Council Meeting, September 24, 2018, Page 3

Public Works Director Jeff Roberts furthered explained the proposed changes to Harlan Drive and Galvin Road to allow for access to the property.

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

Mr. David Madden appeared on behalf of Galaxy Ventures and answered questions from the Council. Ms. Kathy Welch stated this could be a catalyst for development in Olde Towne. We need to allow time for staff to do their due diligence. Mr. Chuck Fredrick questioned if there would still be two left-hand turn lanes onto Harlan Drive from Northbound Galvin Road. Mr. Roberts answered affirmatively.

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

Motion was made by Preister, seconded by Burns, to approve Resolution No. 2018-28. Roll call vote on the motion was as follows: Hansen, Cook, Shannon, Preister, Burns, and Moudry voted yes; voting no: none. Motion carried.

## PUBLIC HEARINGS ON MATTERS OTHER THAN ORDINANCES: None

### RESOLUTIONS:

Resolution No. 2018-30: Approving an Acquisition Services Contract between the City of Bellevue and Midwest Right-of-Way Services for the 36th Street Improvement Project

Motion was made by Preister, seconded by Burns, to approve Resolution No. 2018-30. Roll call vote on the motion was as follows: Hansen, Cook, Shannon, Preister, Burns, and Moudry voted yes; voting no: none. Motion carried.

### CURRENT BUSINESS:

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

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

Approval of the First Addendum to the Interlocal Cooperation Agreement between Sarpy County and the City of Bellevue for IT Services

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

Approval of and Authorization for the Mayor to sign the Interlocal Cooperation Agreement between Sarpy County and the Cities of Bellevue, LaVista, and Papillion to share the costs of ProPhoenix, an Integrated Public Safety Software System, in an amount up to \$258,828 for Bellevue

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

Request for Approval to purchase two John Deere Gators for the Parks Department from Sourcewell Grounds Maintenance 062117-DAC in an amount not to exceed \$23,209.86

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

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

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

### ADMINISTRATION REPORTS:

City Administrator Joe Mangiamelli was absent, so there were no questions on the Administration Reports.

### PUBLIC REQUESTS TO BE HEARD:

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

Mrs. Molly Ducker said she is no longer proud to live in Bellevue because the Police Department and City have leadership problems. There are integrity and human decency problems. She said there is the potential to lose officers to Omaha because of lateral moves.



CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16a  
4-8-19

COUNCIL MEETING DATE:	04/08/2019	AGENDA ITEM TYPE:
SUBMITTED BY:  Chief Mark Elbert  <i>Chief Elbert</i>	SPECIAL PRESENTATION	<input type="checkbox"/>
	LIQUOR LICENSE	<input type="checkbox"/>
	ORDINANCE	<input type="checkbox"/>
	PUBLIC HEARING	<input type="checkbox"/>
	RESOLUTION	<input type="checkbox"/>
	CURRENT BUSINESS	<input checked="" type="checkbox"/>
	OTHER (SEE CLERK)	<input type="checkbox"/>

SUBJECT:

**Interlocal Cooperation Agreement ProPhoenix**

SYNOPSIS:

This is the Law Enforcement Records Management agreement including all Sarpy County Law Enforcement agencies.

FISCAL IMPACT:

N/A

BUDGETED ITEM: ☐ YES ☐ NO

GRANT/MATCHING FUNDS

☐ YES

☐ NO

IF NO, EXPLAIN:

IF YES, %, \$, EXPLAIN:

PROJECT NAME, CALENDAR AND CODING:

Requestor	Project Name:	LRMS
	Expected Start Date:	04/15/2019
	Expected End Date:	04/15/2022
	CIP Project Name:	
	MAPA # and Name:	
Finance	Street District # and Name:	
	Distribution Code:	10/20
	GL Account #:	6501
		[Fund-Dept-Project-Subproject-Funding Source-Cost Center]
		GL Account Name: E-911 - Sarpy County

RECOMMENDATION:

We are requesting to have the Mayor sign the Interlocal Cooperation Agreement.

BACKGROUND:

On September 24, 2018, the City Council approved an Interlocal Cooperation Agreement with Sarpy County, LaVista and Papillion for the purchase and implementation of a Law Records Management System (ProPhoenix). During discussions surrounding the Agreement, La Vista proposed an Advisory Board be created via an Interlocal Cooperation Agreement with a representative from each agency to make policy decisions moving forward with ProPhoenix. The Board would also be authorized to make policy regarding the System as necessary. The Interlocal Cooperation Agreement approved on September 24, 2018 included a section regarding system governance and this proposed Interlocal Cooperation Agreement sets forth the governance structure. The Sarpy County Attorney's Office has created the Interlocal Cooperation Agreement.

"E. GOVERNANCE: An Executive Board, composed of the Sarpy County Sheriff and the Police Chiefs from the Cities of Bellevue, La Vista, and Papillion (or his/her designee), shall be created to govern the affairs of the ProPhoenix Integrated Safety Software System. Such Executive Board shall be created by a separate document." Such document has been created and is attached for approval.

ATTACHMENTS:

1	Interlocal Cooperation Agreement	4	
2	County Commissioners resolution	5	
3	Support paperwork	6	

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:

*[Signature]*  
*[Signature]*  
*A. Brubovins*

**BOARD OF COUNTY COMMISSIONERS  
SARPY COUNTY, NEBRASKA**

**RESOLUTION APPROVING AND AUTHORIZING CHAIRMAN TO SIGN  
INTERLOCAL AGREEMENT WITH THE CITIES OF BELLEVUE, PAPILLION AND  
LA VISTA FOR COST SHARING AGREEMENTS FOR LAW ENFORCEMENT  
RECORDS MANAGEMENT SOFTWARE**

WHEREAS, pursuant to Neb. Rev. Stat. § 23-104(6), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. § 23-103, the powers of the County as a body are exercised by the County Board; and,

WHEREAS, the County entered into an agreement with ProPhoenix for Law Records Management Software via Resolution 2018-325 and the County entered into an agreement with Public Safety Consultants (PSCI) via Resolution 2018-326; and,

WHEREAS, the Cities of Bellevue, Papillion, and La Vista desire to utilize the services and products of ProPhoenix and PSCI under the same terms and conditions as the County; and

WHEREAS, pursuant to Neb. Rev. Stat. § 13-801, the County desires to enter into an Interlocal Agreement with the Cities of Bellevue, Papillion, and La Vista for cost sharing in order to outline the terms of payment and services which shall benefit the Cities; and

WHEREAS, it is in the best interests of the residents of Sarpy County to participate in said Interlocal Agreement, a copy of which is attached hereto and incorporated by reference.

NOW, THEREFORE, BE IT RESOLVED that the attached Interlocal Agreement is hereby approved and the Chairman is authorized to sign it along with any other related documents, the same being approved by the Board.

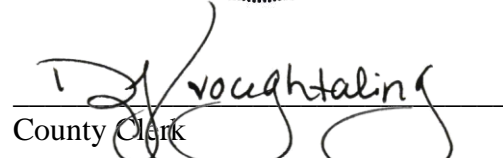
The above Resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 16th day of October, 2018.

Attest

SEAL



  
Sarpy County Board Chairman

  
County Clerk

## INTERLOCAL COOPERATION AGREEMENT

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

COUNTY OF SARPY, NEBRASKA,

A Nebraska Political Subdivision

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

Sarpy County Board Chairman

Date: 10/16/18



Attest:

Debra J. Houghtaling  
Deb Houghtaling, County Clerk

Approved as to Form:

Hayla A. Miller  
Deputy Sarpy County Attorney



CITY OF BELLEVUE, NEBRASKA,

A municipal corporation and Nebraska Political Subdivision

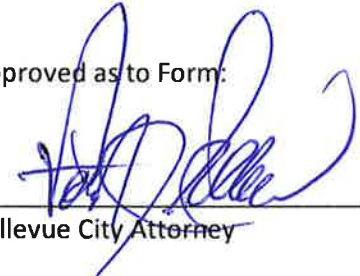
By:   
Mayor

Date: 9-24-18

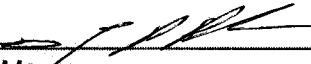
Attest:

  
City Clerk

Approved as to Form:

  
Bellevue City Attorney

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

By:   
Mayor

Date: 10-2-18

Attest:

  
City Clerk



Approved as to Form:

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

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

By:   
Mayor

Date: 9/18/2018

Attest:

  
City Clerk

Approved as to Form:

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

**EXHIBIT 1****Cost Breakdown by Agency**

<b>Agency</b>	<b>Sworn FY18</b>	<b>%</b>	<b>New LRMS</b>	<b>Consultant</b>	<b>External Interfaces</b>	<b>Q-Tel Ext. Interface</b>	<b>Q-Tel ProPhx Interface</b>	<b>ProPhx Civil Process</b>	<b>TOTAL</b>
La Vista	37	12.33%	\$61,976	\$6,561	\$9,928				\$78,466
Papillion	44	14.67%	\$73,701	\$7,803	\$11,807				\$93,311
Bellevue	98	32.67%	\$164,153	\$17,379	\$26,297	\$30,000	\$21,000		\$258,828
SCSO	121	40.33%	\$202,678	\$21,457	\$32,468			\$15,000	\$271,604
<b>Total</b>	<b>300</b>	<b>100.00%</b>	<b>\$502,508</b>	<b>\$53,200</b>	<b>\$80,500</b>	<b>\$30,000</b>	<b>\$21,000</b>	<b>\$15,000</b>	<b>\$702,208</b>



Pricing Proposal  
Quotation #: 15340387  
Created On: 5/15/2018  
Valid Until: 5/31/2018

---

## County of Sarpy NE

---

### Beth Garber

1210 Golden Gate Drive  
Papillion, NE 68046  
United States  
Phone: (402) 593-4476  
Fax:  
Email: bgarber@sarpy.com

---

## Inside Account Manager

---

### Alyssa Benson

290 Davidson Ave  
Somerset, NJ 08873  
Phone: 888-591-3400  
Fax: 877-289-6088  
Email: GovNE@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Project Initiation ProPhoenix - Part#: NPN-PHOEN-INITIAL Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSPO16-130651 Subcontract #: 14680 OC	1	\$107,766.60	\$107,766.60
2 Software Installation ProPhoenix - Part#: NPN-PHOEN-INSTALL Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSPO16-130651 Subcontract #: 14680 OC	1	\$188,402.01	\$188,402.01
3 Training Completed and system ready for go-live ProPhoenix - Part#: NPN-PHOEN-TRAIN Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSPO16-130651 Subcontract #: 14680 OC	1	\$134,572.86	\$134,572.86
4 Mission Critical Interfaces completed ProPhoenix - Part#: NPN-PHOEN-INTER Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSPO16-130651 Subcontract #: 14680 OC	1	\$107,766.60	\$107,766.60
Subtotal			\$538,508.07
Shipping			\$0.00
Total			\$538,508.07

---

### Additional Comments

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Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084.

---

*The Products offered under this proposal are subject to the SHI Return Policy posted at [www.shi.com/returnpolicy](http://www.shi.com/returnpolicy), unless there is an existing agreement between SHI and the Customer.*



**Proposal For: Sarpy County RMS**

**Sarpy County**

Attention: IT Mgr. Public Safety John Prince  
**1208 Golden Gate Dr**  
**Papillion, NE 68046**  
Phone# **402-593-2288**

**Proposal# 17-000294**  
**Date: 02/13/2018**  
**Valid Until: 07/15/2018**

**Submitted By:**

Johnston, Fred  
Phone# **609-953-6850 x**  
E-Mail:  
**fred.johnston@prophoenix.com**

Dear IT Mgr. Public Safety John Prince,

On behalf of ProPhoenix Corporation, we are pleased to present this proposal for various components of the Phoenix Public Safety Solution Suite. The attached proposal details the required software modules and associated support services in order to successfully implement the proposed solution. If hardware is being proposed and/or recommended, please take note of the specific operating requirements outlined in the Proposal Notes and/or Terms section.

Phoenix represents a major "paradigm shift" in the value provided to Public Safety agencies throughout the United States. There are several differentiating benefits realized by an agency when implementing Phoenix Software. Highlights include;

- ✓ Deep horizontal and vertical integration throughout the entire software suite
- ✓ Integration of 3rd party tools which are transparent to the end user
- ✓ A complete, end-to-end, Public Safety lifecycle suite deployable throughout the entire agency
- ✓ Complete design, development, deployment, and maintenance conducted by ProPhoenix personnel
- ✓ Fiscal responsibility for both the initial procurement as well as ongoing sustainability
- ✓ An "all-inclusive" module philosophy within the major application offerings, e.g., CAD, RMS, Mobile, Fire, Corrections
- ✓ Continual incorporation of the latest in tools and technology to stay ahead of the technology curve
- ✓ Business Intelligence (B/I) capabilities providing "actionable insight" for enhancing decision making in support of Intelligence Led Policing (ILP) initiatives
- ✓ Adherence to National information sharing standards, e.g. National Information Exchange Model (NIEM) based of Global Justice Extensible Mark-up Language (GJXML)

The Phoenix Public Safety Software Suite embraces our "i3" design philosophy of "Integrated, Intuitive, Innovative". By implementing these tenets, our goal is to maximize an agency's effectiveness and optimize its efficiency through the use of our software. We are confident in our ability to exceed your operational expectations, and are grateful for the opportunity to compete for, and earn your business. Should you have any questions, please do not hesitate to contact us.

**Please have an authorized officer sign below and return a copy to me. Upon execution by both parties, this proposal and its terms and conditions will become a binding agreement.**

**Acceptance:**

**By: Sarpy County**

**ProPhoenix Corporation**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

ProPhoenix Corporation ("Company") proposal contains information and data, which are privileged, confidential and/or proprietary to the Company. This information and data is commercially sensitive and/or financial in nature and is not made available for public review. This information is submitted on a confidential basis only in response to a specific customer request. The information contained herein is protected, among other things by the Trade Secrets Act, as codified, and any improper use, distribution, or reproduction is specifically prohibited. No license or right of any kind whatsoever is granted to any third party to use the information contained herein unless a written agreement exists between Company and the third party which desires access to the information. The information contained herein is submitted for purposes of review and evaluation in connection with Company's response to the specific request denoted herein. No other use of the information and data contained herein is permitted without the express written permission of the Company. Under no condition should the information contained herein be provided in any manner whatsoever to any third party without first receiving the express written permission from the Company.

**Total Solution Cost:****Final Proposal Amount****\$535,600.00****Annual Support and Maintenance****\$53,394.00****Cost Summary:**

\*A.S.M: Annual Support &amp; Maintenance

Category	Total Price	A.S.M
<b>ProPhoenix Items</b>		
Application Software	279,000.00	39,999.00
Interface	98,300.00	13,020.00
1. Civil Process Info to NE State - \$15,000 – Yearly Maintenance - \$2,250		
2. ESRI to ProPhoenix RMS - \$19,000 – Yearly Maintenance - \$2,100		
3. IMACS Name Push to RMS - \$12,500 – Yearly Maintenance - \$1,875		
4. Motorola P1 CAD to Phoenix RMS - \$21,000 – Yearly Maintenance - \$3,150		
5. NE TraCS to Phoenix RMS Configuration and Set-up - \$9,800 – Yearly Maintenance - \$1,470		
6. QueTel Property and Evidence for Bellevue Only - \$21,000 – Yearly Maintenance - \$2,175		
Installation	9,000.00	375.00
Travel	7,700.00	-
Conversion	77,500.00	-
Training	22,100.00	-
Project Management	42,000.00	-
ProPhoenix Items total:	535,600.00	53,394.00
<b>Proposal total</b>	<b>535,600.00</b>	<b>53,394.00</b>

Customer Signature

Date

**Item Details:**

Description		Qty
<b><u>Application Software</u></b>		
RMS-CLI-MJ-P-SIT	RMS Client - MultiJuris - Police (Site License)  In this price, we have added numbers to consider some possibilities to add some new configurations	1
RMS-SER-MJ	RMS Server - MultiJuris - Police  Sarpy County Sheriff Office. Bellevue Police Dept. Papillion Police Dept. La Vista Police Dept.	1
<b><u>Interface</u></b>		
INT-ESRI-RMS	Interface - ESRI to Phoenix RMS	1
INT-IMACS-CMS	Interface - IMACS Name Push to RMS	1
INT-NE-CIVIL	Interface - Civil Process Info to NE State	1
INT-QUETEL-PROP	Interface - QueTel Property and Evidence  Bellevue PD Only	1
INT-MOTO-CAD	Interface - Motorola P1 CAD to Phoenix RMS	1
INT-TRACS-NE	Interface - NE TraCS to RMS Configuration and Setup	1
<b><u>Installation</u></b>		
INS-SER-TEST	Installation - Components/Licensing for Test Server	1
INS-PNX-RMS	Installation - Police RMS Software	1
<b><u>Travel</u></b>		
PNX-TRA	On-site Travel, Lodging, M&IE  Not to exceed price.	1
<b><u>Conversion</u></b>		
CON-GC	Populate Geo (Address)	1
CON-MOTO-RMS	Data Conversion - Motorola RMS	1
DATA-ANA	Data Conversion - Need Analysis	1
<b><u>Training</u></b>		
TRN-GO-LIVE	Training - On-Site Go Live	3
TRN-ONS-TTT	Training - On-Site Train the Trainer	10
TRN-POST-LIVE	Training - On-Site Post Go Live  Approximately 1 year after Go Live	2
TRN-ONS-SPECIAL	Training - On-Site Specialized Training	3
<b><u>Project Management</u></b>		





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## Terms & Conditions

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### Application Software

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#### RMS Client - MultiJuris - Police (Site License)

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Hardware and all the necessary system software, along with it's installation & configuration, are the responsibility of the customer unless otherwise specifically stated.

System specifications must meet the minimum requirements.

Minimum system requirements change frequently due to technological improvements by ProPhoenix and other Hardware and Software Manufacturers. Please check with your Sales Representative or Account Manager for the most current requirements.

Onsite will require travel costs that are the responsibility of the customer and will be billed upon completion in accordance to the terms and conditions of this agreement.

#### RMS Server - MultiJuris - Police

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Minimum system requirements change frequently due to technological improvements by ProPhoenix and other Hardware and Software Manufacturers. Please check with your Sales Representative or Account Manager for the most current requirements.

Onsite will require travel costs that are the responsibility of the customer and will be billed upon completion in accordance to the terms and conditions of this agreement.

### Interface

#### Interface – Civil Process to the State of Nebraska

#### Interface – RMS to QueTel for Bellevue Police Department

#### Interface – Nebraska NIBRS Compliant

Sarpy County and ProPhoenix will work with the State of Nebraska to ensure NIBRS Compliance throughout the duration of the contract.

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#### Interface - ESRI to Phoenix RMS

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Requires ARC GIS Web Server. Shape files to be deployed via the Web Server including Sarpy County GIS service and US Census web service for address verification.

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#### Interface - IMACS Name Push to RMS

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A unique "record/Transaction" will be created in ProPhoenix for the person that is booked into the Sarpy County Jail using IMACS software from vendor Intellitech Corp. The record would contain name of person, booking date, release date, booking number and while the person is actively booked into the Sarpy County Jail a visual "Flag/Alert" would be placed on the person record indicating they are currently "housed/booked" in the Sarpy County Jail,. The visual "Flag/Alert" would be removed once the person has been released from the Sarpy County Jail and the release date will be inserted into the booking record within ProPhoenix.

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#### Interface - Motorola P1 CAD to Phoenix RMS

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Incident data entered in the CAD system will populate event records in Phoenix RMS. This would include the details of the call, dispatcher/officer notes, and the NCIC/CIB information for names and vehicles. ProPhoenix will bring required Call data from CAD into Phoenix RMS, as defined by Sarpy County and mutually agreed upon specifications. Cooperation of the CAD vendor is vital to a successful interface. ProPhoenix cannot bring over information that the CAD system or CAD vendor will not, or can not, provide.



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## Interface - NE TraCS to RMS Configuration and Setup

All the necessary hardware and software required for the TraCS program must be installed by the Customer. When available from the State of Nebraska, Summons/Citations/Crash/Parking and other transferable data entered via the TraCS program will be automatically downloaded from the customer created TraCS Tran Folder on the Customer TraCS Server into Phoenix RMS and a Citation /Crash will be created. - An automatic duplicate name check will be performed. If a match is found with the Last Name, First Name, DOB, Race, and Sex, the existing name will be used. If not, a new name will be created.

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## Installation

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### Installation - Components/Licensing for Test Server

Setup and Install Test Database on Customer Server. ProPhoenix recommends a test server and test database be used to qualify new releases before moving the new version to the production database.

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### Installation - Police RMS Software

Hardware and system software must be installed, configured and available before installation. Customer must provide access with full Administrator privilege to the server. Client workstation(s) (including mobile) access verification is customer's responsibility. Maintaining the in-house network is the customer's responsibility. RMS installation can be performed on-site, or remotely using Remote Desktop access. Optional on-site installations will require travel costs that are the responsibility of the customer and will be billed upon completion. Estimates of cost will be provided if on-site installation is desired. Contact us to discuss the minimum server requirements and various configuration options.

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## Travel

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### On-site Travel, Lodging, M&IE

Actual expenses will be billed. An estimate of expenses are included in the contract price and listed in this proposal. This price is a do not exceed price. If additional travel is requested, or required, and expenses will, or may exceed this estimate, all expenses exceeding this estimate will be pre-approved by the Customer prior to any travel arrangements.

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## Conversion

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### Data Conversion - Motorola RMS

Customer is responsible to provide the data in ASCII, comma delimited format, or in SQL format along with its data layout. In addition, Customer must provide code mapping assistance and validate all converted data for accuracy. Company will then work with the Customer and convert as much meaningful data that can be brought over to the existing Phoenix modules as possible. Meaningful data is defined as Incident Data, Name Data, Arrest Entry Data, Mug Shots, CAD Data, Citations, and Report Narratives (if possible; TBD after analysis). Any additional data conversion requested must be mutually agreed upon and may be at additional cost and analysis. Customer must validate the data for accuracy. ProPhoenix does not recommend conversion of warrant data. Property room conversion may be limited, or not possible, due to restrictions on data entry from incumbent vendor. Exact data to be converted will not be known until after analysis with customer.

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### Data Conversion - Need Analysis

ProPhoenix Project Manager will co-ordinate with the assigned customer's Project Manager to execute the needs analysis. Project life cycle includes:

- Needs analysis meeting
- Initial plan for conversion
- Risk Management and mitigation recommendations
- Determine what data technically be converted and what data is defined in the proposal for conversion

Needs assessment analysis does not include onsite travel and travel expenses.





If applicable, on-site will require travel costs that are the responsibility of the customer and will be billed upon completion. Customer must assist the ProPhoenix conversion team with data analysis and present needed data bases, etc.

### Populate Geo (Address)

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Customer is responsible for providing the required Geo data based on the ProPhoenix data layout in the GEO spreadsheet or pay for the purchase the address only data from online sources. If Lat/Long information is not provided by customer, Company will populate the Latitude and Longitude for addresses based on the match found in the US Census web services and will generate a report of all the addresses not found in these programs.

Customer will be required to correct addresses, or manually update the latitude/longitude, for any missing entries. Customer is responsible to verify and update GEO data in the spreadsheets before Company inserts the GEO data.

## Training

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### Training - On-Site Go Live

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Specific tasks and agenda expectations must be provided by the customer prior to any on-site visits to any of the four agencies. Scheduling will be subject to resource availability. If travel expenses are not listed as included in this proposal they will be additional and the responsibility of the customer.

### Training - On-Site Post Go Live

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Follow up training provided after initial 45 days and one year after go live system use, as requested by Sarpy County. This training is to address set up and user concerns discovered after go live use. If not listed as an item in this proposal travel expenses are additional and the responsibility of the customer.

### Training - On-Site Specialized Training

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On-Site Specialized Advanced Training. If travel expenses are not listed as included in this proposal they will be additional and the responsibility of the customer.

### Training - On-Site Train the Trainer

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If travel expenses are not specifically listed as included in this proposal, they will be additional and the responsibility of the customer.

## Project Management

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### Project Management and Professional Services

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ProPhoenix has developed a project management methodology based on best practices and on Project Management Institute (PMI) recommendations. All new projects are divided into the following six distinctive project phases.

1. Initiation: Establish initial communication with the customer, set up internal systems, on-site analysis and initiation of the planning stage.
2. Planning: Conduct site visit if applicable, finalize project plan, and prepare internal team.
3. Implementation: Install and configure software, conduct system administration training, and execute a sample data conversion (if contracted)
4. User Training: Conduct train the trainer training, assist end user training, and prepare to go live.
5. Go-Live: Go live, conduct post go-live training, and perform data conversion (if contracted).
6. Closing: Conduct final review and project close-out. At completion, transfer project management to technical support staff.

# SOFTWARE LICENSE AND SUPPORT AGREEMENT

This SOFTWARE LICENSE AND SUPPORT AGREEMENT ("Agreement") is entered into this \_\_\_\_ of April, 2018 by and between Chenosa Systems Corporation, a New Jersey corporation doing business as "ProPhoenix," with its principal place of business at 502 Pleasant Valley Avenue, Moorestown, NJ 08057 ("ProPhoenix"), and Sarpy County, NE, a municipal corporation with its principal place of business at 1210 Golden Gate Drive Papillion, NE 68046 ("Licensee").

In consideration for the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree that ProPhoenix will provide, and Licensee will accept, the software and services described in the proposal described below and attached to this Agreement as Appendix A (the "Proposal"), in exchange for the fees set forth in the Proposal and pursuant to the terms and conditions set forth in this Agreement.

## THE PROPOSAL INCORPORATED INTO THIS AGREEMENT IS:

**Title: ProPhoenix Software for Multi-Juris Records Management**

**Proposal #: 17-000294**

**Date: 02-13-2018**

## ADDITIONAL TERMS AND LICENSE RESTRICTIONS:

**Number of licensed Sites: 1**

**Number of licensed Concurrent Users for CAD Clients: 0**

**PAYMENT TERMS: Purchased through SHI, Nebraska State Contract 79380 (O4).**

### Project Milestones

Payment Milestones	When Invoiced
1. <b>Project Initiation 20%</b>	At contract signing.
2. <b>Software Installation 35%</b>	Installation of the software.
3. <b>Training Completed and System Ready for Go-Live 25%</b> (Train the Trainer and Specialized training necessary for go-live)	Go –Live training completed as proposed and system ready for live use.
4. <b>Mission critical interfaces completed 20%</b>	P1 CAD interface and State compliant IBRS completed.

**Subsequent Year Software and Support Fees begin (1) one year from date shown below**

Support Year			Annual Support Fee	When Invoiced
Year 1			\$	Waived
Year 2	2019	3%	\$	1 <sup>st</sup> Anniversary of Signing
Year 3	2020	3%	\$	2 <sup>nd</sup> Anniversary of Signing
Year 4	2021	3%	\$	3 <sup>rd</sup> Anniversary of Signing
Year 5	2022	3%	\$	4 <sup>th</sup> Anniversary of Signing
Year 6	2023	3%	\$	5 <sup>th</sup> Anniversary of Signing
Each year thereafter			Limited to 3% maximum increase over prior year's total.	

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The parties agree to the terms and conditions of this Software License and Support Agreement as of the date set forth above.

**PROPHOENIX CORPORATION:**

**CUSTOMER:**

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

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

Name: Jeffrey Reit

Name: \_\_\_\_\_

Title: Executive Vice President

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

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

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

Delivery Address, if different from above:

\_\_\_\_\_  
\_\_\_\_\_

# TERMS AND CONDITIONS

## PART I. SOFTWARE LICENSE TERMS

**Capitalized terms (shown in bold at their first use in this Agreement) are defined in Section 14.**

### 1.0 LICENSE AND SOFTWARE USE

1.1 ProPhoenix grants Licensee a non-exclusive license to install and use the **Software** in object code form only and to use the **Documentation**, as described in this Section 1. The Software is being licensed, not sold, to Licensee by ProPhoenix for use only under the terms of this Agreement, and ProPhoenix reserves all rights not expressly granted to Licensee.

1.2 Licensee may:

- A. Install the Software on a single **Server** (or any additional number specified in the Proposal, on the initial pages of this Agreement, or in an exhibit, amendment or schedule hereto), using only one (1) production database and/or unlimited training databases (unless otherwise specified in the Proposal, on the initial pages of this Agreement, or in an exhibit, amendment or schedule hereto), to process information internally for the governmental and public safety functions assigned to Licensee by the relevant governmental authorities.
- B. Use the Software subject to the limitations on the number and type of **Concurrent Users** specified in the Proposal, on the initial pages of this Agreement, or in an exhibit, amendment or schedule hereto.
- C. Make one (1) backup copy of the Software to protect against malfunction or damage to Licensee's computer systems or the media on which the Software is stored.
- D. Physically duplicate the Documentation for archival purposes and for individuals employed by Licensee who are directly responsible for the daily ongoing operation of the Software.
- E. Make an appropriate number of copies of the Software and Documentation for internal training and testing purposes.
- F. Permit Licensee's employees and agents to use the Software and Documentation on Licensee's behalf if they agree in writing to comply with the terms and conditions of Sections 1 and 11 of this Agreement or substantially similar terms; Licensee will remain responsible for the compliance with these terms by third parties using the Software or Documentation with Licensee's permission.

If Licensee desire to use any Software or Documentation for purposes that exceed the restrictions set forth in this Agreement, then an additional license will be required.

1.3 Licensee may not:

- A. Use the Software for any purpose other than for the governmental and public safety functions assigned to Licensee by the relevant governmental authorities.
- B. License, sell, rent, lend, sublicense or lease the Software

or Documentation to, or permit the use of the Software by or for the primary benefit of, any third party.

- C. Modify or attempt to modify the Software or any part of it.
- D. Reverse engineer, decompile or disassemble the Software (or attempt to do so) under any circumstances.
- E. Copy any part of the Software or Documentation unless this Agreement permits it.
- F. Merge, associate or combine, or attempt to merge, associate or combine, the Software with or into any third party software other than the **Third Party Software**.
- G. Remove or destroy any proprietary markings or legends, including copyright and trademark notices, appearing on or contained within any Software or Documentation.
- H. Export or re-export the Software and/or associated documentation in violation of the United States export rules and regulations.

1.4 The Software, documentation and any other materials accompanying this Agreement may be provided by ProPhoenix, at its option, on disk, in read only memory, via an FTP website download, or on any other media or in any other form

1.5 ProPhoenix and its **Third-Party Software Providers** (if any) retain all right, title and interest in the Software and Documentation (including copies made by Licensee), except for those rights expressly granted to Licensee under this Agreement. Licensee acknowledge that ProPhoenix, its Third-Party Software Providers (if any), and their successors and assigns own all proprietary rights in the Software and Documentation, including copyrights and valuable trade secrets.

1.6 The Third-Party Software Providers are beneficiaries of this Agreement and may enforce this Agreement to protect their rights in the Third-Party Software. Licensee acknowledges the right of the Third Party Software Providers in their respective software and related data and materials, including, but not limited to, trademarks and copyrights. Each party to this Agreement expressly indemnifies and holds the other party harmless against all claims, suits and damages by Third Party Software providers arising out of or caused by that party's breach of such Third Party Software license agreements.

1.7 If requested by ProPhoenix, Licensee will submit an annual certification, signed by an officer or authorized representative, specifying the number of users and number and location of all copies of the Software that Licensee has. ProPhoenix may also, once annually, upon reasonable notice and during regular business hours, audit compliance with the license restrictions; to that end, Licensee shall permit ProPhoenix to inspect Licensee's computer system on which Licensee is operating the Software upon forty-eight (48) hours' prior written notice to Licensee.

2.0 **SERVICES.** Licensee is responsible for the installation and configuration of the Software, training, on-site services and other professional services, unless either (a) those services are described in the Proposal or (b) Licensee has agreed in writing to purchase those professional services from ProPhoenix pursuant to a separate agreement, at ProPhoenix's

standard rates in effect at the time. If on-site services (or training anywhere other than at a ProPhoenix facility) are requested, Customer will also reimburse ProPhoenix for its reasonable travel expenses.

## **PART II. SUPPORT AND MAINTENANCE TERMS**

### **3.0 SOFTWARE SUPPORT**

**3.1** During the term of any Software Support period in effect, ProPhoenix will provide Licensee with the following Software Support:

- A. **Enhancements** and related documentation made generally available at no additional charge to all licensees of ProPhoenix who have purchased support and maintenance. Nothing herein shall be construed as requiring ProPhoenix to provide Enhancements that are generally not available to other clients of ProPhoenix. Any product that is designated by ProPhoenix as a new product will not be included in Software Support. Where ProPhoenix makes a new product available, Licensee may obtain such product from ProPhoenix pursuant to its regular purchasing practices.
- B. Telephone, online and e-mail consultation services, for up to one **Support Environment** including problem solving, bug reporting, documentation clarification and technical guidance for the Software. Telephone and e-mail consultations will be available during the hours of 9:00 a.m. to 5:00 p.m. Eastern Time, Monday through Friday, exclusive of ProPhoenix holidays, and pager support for **Critical Errors** will be available at all other times.
- C. Online support options are available on a 24 hours-a-day, 7 days-a-week basis through the Internet at <http://support.prophoenix.com>. The information available at this website will, at ProPhoenix's option, include, timesaving technical tips, online support, a download library of Enhancements, and Documentation associated with the Software. ProPhoenix will endeavor to post its latest technical notes on this website.

**3.2** ProPhoenix will endeavor to respond to Licensee within two (2) hours after contact by Licensee's authorized personnel for any **Critical Errors**, within two (2) business hours for any **High Errors** and within two to three (2-3) business days for all other issues. ProPhoenix will expend commercially reasonable efforts to provide an **Error Correction** designed to solve or bypass a reported **Error**. ProPhoenix will reasonably determine the priority level of Errors and use the following protocol for **Critical or High Errors**: (1) promptly assign specialists to correct the Error on an expedited basis; (2) provide ongoing communication on the status of an Error Correction; and (3) commence efforts to provide a temporary workaround or fix.

**3.3** Requests for support outside normal support hours may be made by leaving a voicemail on the ProPhoenix support number, or by sending an email, fax or online request to ProPhoenix. ProPhoenix will use commercially reasonable efforts to respond to requests for Software Support outside of normal hours within eight (8) business hours of its actual receipt and knowledge of such voice, email, fax or online request. After hour support for non-critical issues is provided for an additional cost calculated at ProPhoenix's then-current hourly rate (presently \$125 per hour), per support issue.

**3.4** Software Support will be provided remotely via an online connection. Software Support, including all diagnostic and remedial assistance at Licensee's facilities or other remote

locations is not included within the Software Support provided hereunder. Such diagnostic and remedial assistance at Licensee's facilities or other remote locations may be obtained by Licensee by purchasing separate consulting services from ProPhoenix at ProPhoenix's then-existing rates, plus expenses.

### **4.0 TERMS OF PERFORMANCE OF SOFTWARE SUPPORT SERVICES**

**4.1** ProPhoenix will be obligated to perform Software Support for the Software only if it remains unmodified, or modified only by ProPhoenix or its agents. Support does not include (i) any work related to providing consultation about or ensuring Software compatibility with application servers, platforms, network configurations, customizations (unless additional Support for customized versions is purchased), web browsers, databases other than those with which the Software is then currently developed to work, or versions of any of the foregoing, (ii) database performance tuning, (iii) Licensee-specific application usage assistance, or (iv) hardware maintenance.

**4.2** ProPhoenix will not provide Software Support with respect to problems with the Software or other Product which results from any negligent conduct or misuse by Licensee, its employees or agents, or any other third party, including without limitation, (1) damages caused by accidents, relocation or other movement; (2) neglect; (3) a failure to maintain proper environmental conditions; or (4) a failure to use the Software in accordance with the applicable Documentation.

**4.3** Licensee will be responsible for the following:

- A. Installing the Software as well as any Enhancements to the Software, unless Licensee has retained ProPhoenix to complete the installation. Where Licensee installs any software or performs any installation activities, it must confirm the compatibility of such software prior to installation.
- B. Keeping its hardware and network in proper working order and running the latest releases of all Third Party Software and other operating software.
- C. Maintaining trained designated representatives with a working knowledge of Licensee's programs and system hardware;
- D. Promptly notifying ProPhoenix of suspected Errors or needs for service, and upon request, providing to ProPhoenix written documentation with respect to any such Errors. In order to maintain its right to obtain Software Support, including remote troubleshooting and other diagnostic and repair functions, Licensee must provide ProPhoenix with access (via secure Internet connection) to servers running the Software whenever necessary to troubleshoot or fix a specific problem that has arisen and for which assistance has been requested pursuant to this Agreement. Licensee will communicate with ProPhoenix with respect to the Software Support only through its designated representative.
- E. All maintenance and support of any network linked to the CPU containing the Software.

**4.4** If Software Support is terminated, then (a) support of all types, including but not limited to Enhancements, operational support and telephone or email support will only be available on a non-priority basis at ProPhoenix's time and material rates as then in effect, and (b) ProPhoenix reserves the right to enter into a new Software Support agreement with Licensee only on re-

negotiated terms. In the event that Licensee terminates its Software Support, and Licensee thereafter wishes to reinstate those Software Support (and ProPhoenix agrees to such reinstatement), in addition to the then-existing rate for Software Support, ProPhoenix may require Licensee to pay a Reinstatement Fee equal to thirty five percent (35%) of such then-existing rate.

**4.5** In the event that Licensee has (i) elected to discontinue Support services or (ii) breached Licensee's payment obligations under this Agreement or any other agreement between the parties, ProPhoenix may elect to withhold Software Support, and this action by ProPhoenix would not constitute a breach of this Agreement or a waiver of Licensee's breach.

**4.6** A version of the Software will be deemed obsolete one hundred twenty (120) days following receipt by Licensee of a new Enhancement superseding the prior version of the Software. ProPhoenix will not support obsolete versions of the Software. In no event, however, shall ProPhoenix be required to support an obsolete version of the Software for more than twelve (12) months from the date of release of an Enhancement superseding the prior version of the Software.

**4.7** ProPhoenix relies on its electronic CRM system that Licensee is required to use. ProPhoenix shall keep an accurate event log in the CRM electronic supporting system showing every CRM reported incident of trouble, every action taken by ProPhoenix personnel with respect to each such incident, as well as every report of trouble by customer to the ProPhoenix CRM, including time and resolution. Licensee may at any time during a Software Support period access and view the CRM for complete information relating to the foregoing.

If Licensee does not use the ProPhoenix CRM, Licensee shall keep an accurate event log for any support requests not submitted via the ProPhoenix CRM electronic supporting system showing every incident of trouble, every action taken by Licensee's personnel with respect to each such incident, as well as every report of trouble by Licensee to ProPhoenix, including time of fix and/or resolution. Upon request by ProPhoenix, Licensee shall provide a report to ProPhoenix relating to the foregoing.

**4.8** No action by ProPhoenix in the performance of Software Support shall be deemed to expand the scope of Software Support as defined herein.

**4.9** Licensee is responsible for the installation and configuration of the Software, training, on-site services and other professional services. See Section 2.0 of this Agreement. Ongoing or follow up training is not considered Support or Maintenance. Additional training will be provided and invoiced at the standard rates in effect at the time.

### **PART III. PAYMENT AND OTHER GENERAL TERMS**

#### **5.0 FEES AND INVOICES**

**5.1** The payments set forth in the Proposal, on the initial pages of this Agreement, or in an exhibit, amendment or schedule hereto are due within thirty (30) days of an accomplished milestone. Unless the Software is found defective in a live production environment with a critical issue causing the Software to be down or preventing Customer from performing critical functions of the Software necessary to Customer's operations, after an uncured event of default under section 7.2 of this Agreement, Licensee shall be responsible for the payment of all installation charges, as set forth in the Proposal, on the initial pages of this Agreement, or in an exhibit, amendment or schedule

Rev. 12-21-2016

hereto, as well as all incidental expenses associated with such installation, including travel and materials. If Licensee makes an advance payment for installation or configuration of the Software, training, on-site services or other professional services pursuant to the Proposal, that amount will be credited to fees for such services (and not Software license or maintenance fees) and will become non-refundable if Licensee does not permit ProPhoenix to commence performance of the services within one (1) year of the payment.

**5.2** The license fee for additional Sites or Concurrent Users will be billed at the then current rate, unless a different rate is contained in this Agreement. Licensee must notify ProPhoenix no later than thirty (30) days after the number of Sites or Concurrent Users exceeds the contracted number. The license fee for additional Sites and Concurrent Users added will be due and payable within 30 days after the number of Concurrent Users exceeds the contracted number.

**5.3** All invoices are due and payable in US dollars upon receipt.

**5.4** Software Support for any Software Support periods that Licensee agrees to purchase after the initial 12-month Software Support period (to the extent set forth in the Proposal, on the initial pages of this Agreement or in an exhibit, amendment or schedule hereto) will be invoiced annually and will be paid in full upon Licensee's receipt of invoice.

**5.5** Software Support Fees for any additional Site or Concurrent Users will be subject to negotiation and will be prorated for any partial year from the date on which the number of Sites or Concurrent Users exceeded the contracted number.

**5.6** All fees and charges listed in the Proposal, on the initial pages of this Agreement, or in an exhibit, amendment or schedule hereto do not include sales, use, value-added and similar taxes, which are Licensee's responsibility. Without limiting the foregoing, Licensee shall promptly pay to ProPhoenix an amount equal to any such items actually paid or required to be collected or paid by ProPhoenix.

#### **6.0 TERM**

Software Support may be terminated by either party after a 12-month Software Support period by providing at least 90 days written notice before the end of the period. If not terminated, Parts II and III of this Agreement will continue in effect for 12 additional months, and Licensee will be obligated to pay the fee specified in the Proposal, on the initial pages of this Agreement, or in an exhibit, amendment or schedule hereto, or if none is specified, ProPhoenix's then-current annual Software Support fee.

#### **7.0 TERMINATION**

**7.1** This Agreement may be terminated as set forth in this Section 7 (or Section 9 below).

**7.2** If either party defaults in the performance of any material obligations under this Agreement, and such default is not corrected within forty five (45) days after receipt of written notification of the default from the non-defaulting party, then the non-defaulting party may terminate this Agreement (or, if applicable, individual Software license(s) upon delivery of the written notice of termination to the defaulting party.

The following, without limitation, shall constitute material events of default under this Section 7.2:



- A. any failure by Licensee to make payment in full when due;
- B. any failure by ProPhoenix to provide any products or services to Licensee which it is required to provide pursuant to the terms of this or any associated agreement between these parties; or
- C. any attempted assignment, sublicense or transfer of this Agreement by Licensee without the prior written consent of ProPhoenix.

**7.3** ProPhoenix may terminate this Agreement and any license granted under Part I immediately if Licensee materially violate Section 1 or 11 of this Agreement.

**7.4** This Agreement and license granted under Part I shall terminate, immediately and without notice, if Licensee: (a) files in any court pursuant to any statute of the United States or any individual state, a petition in insolvency or for the appointment of a receiver or trustee of Licensee or of Licensee's assets; (b) proposes a written agreement for the composition or extension of Licensee's debts; (c) is served with an involuntary petition against Licensee, filed in any insolvency proceeding, and such petition shall not be dismissed within 60 days after the filing thereof; (d) proposes or becomes a party to any dissolution or liquidation; or (e) makes an assignment for the benefit of creditors.

**7.5** Within one month after the date of termination of this Agreement and/or license granted under Part I, Licensee will return to ProPhoenix or destroy (at ProPhoenix's option) the original and all copies, in whole or in part as then remaining, in any form, of all Software, Documentation and other **Confidential Information** that are the subject of such termination and not applicable to any public records laws, and an officer of Licensee will certify to the foregoing in writing delivered to ProPhoenix.

**7.6** Licensee will pay all charges required under this Agreement incurred prior to the date of termination.

## **8.0 ASSIGNMENT**

**8.1** Without the prior written consent of ProPhoenix, Licensee's rights to any Software and Documentation under this Agreement may not be assigned, sublicensed, or otherwise transferred, voluntarily or otherwise, by Licensee.

**8.2** ProPhoenix may assign its rights to receive payment under this Agreement, or grant a security interest in this Agreement or such payment right to any third party without Licensee's consent. Otherwise, without Licensee's prior written consent, ProPhoenix's obligations under this Agreement may not be assigned or otherwise transferred, voluntarily or otherwise, except in connection with the sale of its business by merger, stock sale or transfer of a substantial portion of its assets.

## **9.0 WARRANTY AND INDEMNITY**

**9.1** ProPhoenix warrants that the Software will operate in substantial conformity with the Documentation for ninety (90) days after the date of Delivery of the relevant Software to Licensee. Licensee's exclusive remedy and ProPhoenix's sole liability under this warranty will be for ProPhoenix to attempt through reasonable efforts to correct any material failure of any such copies of the Software to perform as warranted, if such failure is reported to ProPhoenix within the warranty period and Licensee, at ProPhoenix's request, will make reasonable efforts to provide ProPhoenix with sufficient information (which may include access to such copies of the Software on Licensee's computer system by ProPhoenix personnel) to reproduce the defect in question. This

warranty does not apply to the Software or any Third Party Software that has been altered or modified in any way by Licensee or someone other than ProPhoenix or its authorized agents.

**9.2** ProPhoenix warrants that the Software, when used within the scope of this Agreement, does not infringe any United States patent, copyright or trade secret. ProPhoenix will defend at its expense any action brought against Licensee to the extent based on a claim that the Software, when used within the scope of this Agreement, infringes a U.S. patent, copyright or trade secret. ProPhoenix will pay any costs and damages finally awarded against Licensee in such action that are attributable to such claim, provided that Licensee promptly notifies ProPhoenix in writing of the claim, allows ProPhoenix to control the defense, provides ProPhoenix with the information and assistance necessary for the defense and/or settlement of the claim, and does not agree to any settlement without ProPhoenix's prior written consent. Should the Software become, or in ProPhoenix's opinion be likely to become, the subject of any claim of infringement, ProPhoenix may at its option (i) procure for Licensee the right to continue using the Software, (ii) replace or modify the Software so as to make it non-infringing, or, if (i) and (ii) are not commercially reasonable, (iii) terminate the license granted hereunder and refund the remainder of the amounts paid for such license, using straight-line depreciation based on a five (5)-year useful life. ProPhoenix will have no liability for any claim of infringement based upon (i) use of other than the latest unmodified release of the Software available to Licensee if such infringement would have been avoided by the use of such release, (ii) use or combination of the Software with other programs or data if such infringement would not have occurred without such use or combination, or (iii) use of the Software after receiving notice from a third party, or having reason to believe, that the Software infringes a patent, copyright or trade secret right of a third party unless prompt written notice thereof is given to ProPhoenix. The forgoing states the exclusive remedy of Licensee and ProPhoenix's entire liability with respect to infringement of patents, copyrights, trade secrets or other proprietary rights.

## **10.0 LIMITATIONS**

**10.1** OTHER THAN THE WARRANTIES EXPRESSLY STATED IN THIS AGREEMENT, PROPHOENIX NEITHER MAKES NOR GRANTS ANY WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESS OR IMPLIED. PROPHOENIX EXPRESSLY EXCLUDES ALL IMPLIED WARRANTIES, REPRESENTATIONS AND CONDITIONS, INCLUDING SPECIFICALLY ANY AND ALL IMPLIED WARRANTIES, REPRESENTATIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY, ACCURACY, QUIET ENJOYMENT OR FITNESS FOR ANY PURPOSE, PARTICULAR, SPECIFIC OR OTHERWISE. PROPHOENIX DOES NOT WARRANT THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE.

**10.2** EXCEPT FOR ANY MATERIAL VIOLATION OF SECTION 9.2 OR SECTION 11, LICENSEE'S SOLE AND EXCLUSIVE REMEDY FOR ANY DAMAGE OR LOSS IN ANY WAY CONNECTED WITH THE SOFTWARE, THIS AGREEMENT, SOFTWARE SUPPORT OR ANY OTHER MATERIAL, INFORMATION OR SERVICES FURNISHED BY PROPHOENIX HEREUNDER, WHETHER OR NOT CAUSED BY PROPHOENIX'S BREACH OF WARRANTY, NEGLIGENCE OR ANY BREACH OF ANY OTHER DUTY, SHALL BE, AT PROPHOENIX'S OPTION, REPLACEMENT OF THE SOFTWARE, DOCUMENTATION OR ENHANCEMENTS, REPERFORMANCE OF THE SOFTWARE SUPPORT OR SERVICES, OR RETURN OR CREDIT OF THE APPROPRIATE PORTION OF ANY AMOUNTS RECEIVED BY PROPHOENIX

FROM LICENSEE. IN NO EVENT SHALL PROPHOENIX'S LIABILITY EXCEED THE AMOUNTS RECEIVED BY PROPHOENIX FOR THE SOFTWARE AND DOCUMENTATION OR FOR SOFTWARE SUPPORT OR OTHER SERVICES UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING LICENSEE'S CLAIM FOR RECOVERY, EVEN IF PROPHOENIX IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR INSTANCES OF INTENTIONAL VIOLATION OF THE OTHER PARTY'S CONFIDENTIALITY OR INTELLECTUAL PROPERTY RIGHTS, NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES HEREUNDER, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF USE OR THE LOSS OF DATA OR INFORMATION OF ANY KIND, HOWEVER CAUSED, OR ANY LIABILITY TO END-USERS OR TO THIRD PARTIES (EXCEPT AS SET FORTH IN SECTION 9.2), INCLUDING WITHOUT LIMITATION LOSS OF PROPERTY, PERSONAL INJURY OR LOSS OF LIFE. THE LIMITED WARRANTY AND LIMITED LIABILITY ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN PROPHOENIX AND LICENSEE. PROPHOENIX WOULD NOT BE ABLE TO PROVIDE THE SOFTWARE WITHOUT SUCH LIMITATIONS. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO THE LICENSEE. PROPHOENIX HAS NO LIABILITY TO LICENSEE UNDER THIS AGREEMENT FOR ANY CLAIM BASED UPON LICENSEE'S USE, COMBINATION OR OPERATION OF THE SOFTWARE WITH ANY SOFTWARE NOT SUPPLIED BY PROPHOENIX, OR BASED UPON ALTERATION OF SOFTWARE BY LICENSEE OR ANYONE OTHER THAN A PROPHOENIX-AUTHORIZED REPRESENTATIVE.

## **11.0 CONFIDENTIALITY**

**11.1** Each party agrees to treat as confidential and not to disclose, publish, release, transfer or otherwise make available to third parties (except as provided in this Agreement or required by law) any information that the other designates as confidential or proprietary ("Confidential Information"). ProPhoenix's Confidential Information includes, without limitation, its technology, processes, specifications, developments and software programs (including the Software and Documentation), whether or not designated as Confidential Information. In addition, any Third Party Software shall be included as Confidential Information, whether or not designated as Confidential Information. This Section 11 does not negate or supersede the terms of any other confidentiality agreement between Licensee and ProPhoenix. Neither party may disclose the financial terms of this Agreement to any third party other than its counsel or accountants or as required by law.

**11.2** Unless otherwise agreed in advance and in writing, in the event that Licensee or any employee or agent of Licensee suggests any improvements or modifications to the Software, Licensee acknowledges and agrees that, whether such improvements and/or modifications are implemented by ProPhoenix in whole or part, it assigns all right, title and interest, including all copyrights, patents, trade secrets, and all other intellectual property rights, in any such suggestions, improvements and modifications to ProPhoenix without payment or compensation of any kind, and that it will execute any reasonable documentation requested by ProPhoenix to memorialize such assignment. Licensee further acknowledges and agrees that any audio or visual recording or broadcast of ProPhoenix training sessions, for any purpose is prohibited without express written consent from ProPhoenix. To the extent permitted by law, Licensee agrees to take all reasonable

Rev. 12-21-2016

precautions, including those that may be reasonably requested by ProPhoenix, to protect its Confidential Information.

**11.3** ProPhoenix agrees that all records and data entered into the database or imported from previously-used computer systems operated by Licensee are and shall remain the sole property of Licensee. Licensee shall not provide, and ProPhoenix shall not, without Licensee's written consent, copy or use such records except insofar as is necessary to carry out work on behalf of or for Licensee or as otherwise pursuant to this Agreement.

**11.4** Any use or attempted use of the Software or disclosure of Confidential Information in violation of the restrictions of this Section 11 is a material breach of this Agreement that will cause irreparable harm, entitling the violated party to injunctive relief in addition to all legal remedies. The obligations set forth in this Section 11 shall survive the termination of this Agreement for any reason for a period of two (2) years; provided, however, that such obligations shall not be deemed to survive only to the extent such information: (i) was a matter of public knowledge or available in published literature at the time ProPhoenix communicated this to Licensee; (ii) becomes a matter of public knowledge or available in published literature through no fault of Licensee subsequent to the time of communication thereof to Licensee; (iii) was in Licensee's possession free of any obligation of confidence at the time of the ProPhoenix communication thereof to Licensee; (iv) was rightfully communicated by a third party to Licensee free of any obligation of confidence subsequent to the time of the ProPhoenix communication thereof to Licensee; (v) was developed by officers, employees or agents of, or consultants to Licensee independently of and without reference to the Software or associated materials or documentation; or (vi) as otherwise required by law.

## **12.0 GENERAL**

**12.1** This Agreement constitutes the entire understanding between the parties with respect to its subject matter and supersedes any and all other prior understandings, statements, warranties, representations and agreements, oral or written, relating to them, except the terms and conditions associated with the State of Nebraska SHI contract and the terms of any earlier nondisclosure or confidentiality agreement shall remain in full force and effect. Licensee is not relying on any representations about the Software or any future releases of the Software other than the Documentation, unless such representations are attached in writing to this Agreement. Any amendment to this Agreement must be in writing and signed by both parties. Printed or standard terms on any order form submitted by Licensee shall not apply if, and to the extent that, they are inconsistent with this Agreement. This Agreement may be executed in multiple counterparts, which may be exchanged via electronic facsimile machines or electronic signature devices.

**12.2** This Agreement will be governed by and interpreted in accordance with the laws of the State of Nebraska, excluding its principles relating to conflicts of laws.

**12.3** Except for actions initiated by either party to this Agreement for injunctive relief to enforce its rights pursuant to Section 11 above or, at the election of the party seeking collection, for the collection of any payments due in the normal course of business, any dispute or claim arising in connection with this Agreement will be adjudicated in the appropriate courts located in the State of New Jersey. It is the expressed desire of both parties, however, that a good faith effort be made to resolve all disputes prior to the resort to judicial proceedings. Accordingly, it is agreed that any dispute arising under this Agreement, including without limitation, any dispute regarding the operation of the Software, or payments due hereunder, shall be expressed to the other party in

a writing that describes each dispute in detail and includes documentation sufficient to evidence the nature of the dispute. The writing shall be delivered to the other party at the address set forth herein. The party receiving the dispute shall respond in writing within thirty (30) days and shall provide documentation supporting its response. Following such delivery and response, the parties shall engage in direct, good faith negotiations for the following thirty (30) days in an effort to resolve all disputes. If the parties are unable to reach an agreement, and in the absence of a written agreement to extend the negotiation period, either party may seek judicial relief. The existence of a dispute shall not, however, be cause for either party to avoid any obligation under this Agreement or any associated agreement, including without limitation, any payment or support obligation.

**12.4** Licensee will comply with, and at all times cooperate promptly with ProPhoenix to enable ProPhoenix to comply with, the provisions of the United States Export Administration Act, War Powers Act, or other law or Executive Order relating to control of exports or transfer of technology, and the regulations of the United States Departments of State, Commerce and Defense relating to them (in present form or as they may be amended in the future). In particular, but without limitation, the Software may not be exported or re-exported (a) into (or to a national or resident of) any U.S. embargoed countries (currently Cuba, Iran, Iraq, Libya, North Korea, Sudan and Syria), or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Software, Licensee represents and warrants that Licensee is not located in, under the control of, or a national or resident of any such country or on any such list.

**12.5.** Notices delivered under the terms of this Agreement will be in writing and sent by prepaid certified mail, return receipt requested, or by a nationally recognized overnight courier service to the respective addresses of the parties set forth in the recitals and signature page to this Agreement. In the case of ProPhoenix, such notices will be directed to the attention of the President; and, in Licensee's case, such notices will be directed to the attention of the individual named above executing this Agreement on Licensee's behalf. Notices will be effective on the date received.

**12.6** No term or provision of this Agreement will be deemed waived and no breach of this Agreement will be deemed consented to or excused, unless such waiver, consent or excuse will be expressed in writing and signed by the party claimed to have so waived, consented or excused such term or provision.

**12.7** The application to this Agreement of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly excluded.

**12.8** After expiration or termination of this Agreement, all provisions relating to payment shall survive until completion of required payments. In addition, all provisions regarding scope of the license granted in Part I, audit, indemnification, warranties, liability and limits thereon, assignment and confidentiality or protection of proprietary rights and trade secrets, shall survive indefinitely.

**12.9** No failure or omission by either party to carry out or observe any of the Terms or Conditions of this Agreement shall give rise to any claim against that party or be deemed to be a breach of this Agreement if such failure or omission arises, without limitation, due to act of God, insurrection or civil disorder, war or military operations, national or local emergency, acts or omissions of any government authority or third party, industrial disputes, fire, lightning, explosion, inclement weather, or other causes beyond the control of either party.

**12.10 ELECTRONIC SOFTWARE DELIVERY.** With respect to all the Software licensed by Licensee hereunder, all Software updates delivered under ProPhoenix's Support obligations under this Agreement or any programs or modules licensed by Licensee in the future, ProPhoenix shall deliver such Software, Enhancements, programs or modules via electronic software delivery over a secure VPN connection established between ProPhoenix and Licensee ("ESD"). ProPhoenix shall use commercially reasonable efforts to secure all file transfers via ESD. Licensee acknowledges that, despite such efforts by ProPhoenix to effect a secure file transfer, including using a non-public server and transferring by appointment only, there remains some level of risk of invasive activity by unknown third parties.

**12.11 RESIDENCY VERIFICATION.** ProPhoenix agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. ProPhoenix is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

**12.12 SECURITY CERTIFICATIONS.** ProPhoenix shall maintain documentation or certification of their systems' security during the term of the contract. Certifications may be any common or accepted industry standard.

### **13.0 SOURCE CODE ESCROW OPTION**

**13.1** If desired by Licensee, ProPhoenix will deposit the **Source Code** for the Software with a certified third party escrow agent. The certified third party escrow agent will be selected and paid by Licensee, subject to ProPhoenix's approval, where such approval will not be unreasonably withheld. Licensee will provide ProPhoenix with any documents necessary to establish the escrow agreement. The purpose of the source code escrow is to provide for retention, administration and controlled access and release of the deposit materials to Licensee under certain conditions listed below (the "Escrow Release Events"). The Escrow Release Events shall consist of the following:

- A. If ProPhoenix or a successor that assumes its obligations under this Agreement ceases to transact business; or
- B. If ProPhoenix or a successor that assumes its obligations under this Agreement ceases to provide support for the Software as required by this Agreement and does not offer to Licensee another software product to perform the same or similar functions as the Software.
- C. If ProPhoenix triggers any of the termination events described in Section 7.4.

**13.2.** In the event of a release of the Source Code to Licensee, Licensee shall have the limited right and license to use, copy and modify the Source Code solely for the purposes of maintenance and support of the software for Licensee's internal use only. Such license shall be non-exclusive and non-transferable. Licensee agrees that the Source Code delivered under this Section is subject to the confidentiality restrictions recited elsewhere in this Agreement. Notwithstanding any terms to the contrary, Licensee may disclose the Source Code to consultants and agents for the sole purpose of supporting and maintaining the Software, provided such consultants and agents agree to be bound by the confidentiality restrictions which are applicable to Licensee hereunder.

**13.3.** In addition, ProPhoenix will, at Licensee's sole expense, deposit the Source Code with an escrow agent pursuant to an

escrow agreement between ProPhoenix and escrow agent, a copy of which will be provided to Licensee at Licensee's request, and ProPhoenix shall maintain such escrow, and update the Source Code, for the period that Licensee purchases Software Support. The escrow agreement shall require release of the source code to Licensee solely upon the occurrence of the Escrow Release Events. Licensee will be responsible for the full expense associated with facilitating the Source Code deposit and establishing the escrow relationship. Licensee acknowledges that the Source Code is a valuable commodity that cannot be transported through mail delivery. Licensee may select a provider to facilitate secure delivery of the Source Code, subject to ProPhoenix's approval. Additionally, no later than Thirty (30) days after the execution of this Agreement, Licensee shall be added as a beneficiary to the escrow agreement. Licensee shall use its reasonable efforts to promptly provide the escrow agent with executed documents as may be required of Licensee pursuant to the escrow agreement. Licensee shall be responsible for payment of all annual fees related to the escrow agreement and Licensee shall be responsible for payment of the fees applicable to technical verification of the Source Code. ProPhoenix and Licensee desire the escrow agreement to be supplementary to this Agreement, pursuant to 11 U.S.C., § 365(n) (Bankruptcy; executory contracts and unexpired leases).

**14.0 DEFINITIONS.** For purposes of this Agreement, the following terms shall be defined as follows:

"CAD Client" means a single computer terminal at a licensed Site, which may be used by one Concurrent User at a time but may be used by several Concurrent Users at different times.

"Concurrent User" means any individual user using or having access to the Software at a single point in time.

"Confidential Information" is defined in Section 11.

"Critical Error" means an Error that causes the Software production system to go down or prevents Licensee from working in the Software.

"Delivery" occurs when ProPhoenix has first delivered the Software and Documentation on CD-ROM to a common carrier, by ESD (electronic delivery), or personally by an authorized employee or agent of ProPhoenix at Licensee's address set forth above.

"Designated Representatives" shall mean Licensee's employee who is trained and continues to keep updated with the ongoing product details in the Software and capable of providing support to their users.

"Documentation" means the user guide and technical guide related to the Software, any related support material specified in an exhibit, addendum or schedule, and the functionality described at the ProPhoenix website at [www.prophoenix.com](http://www.prophoenix.com), as may be modified from time to time by ProPhoenix as permitted by this Agreement. Documentation may, at the option of ProPhoenix, be provided in paper or electronic form.

"Enhancements" are new releases and versions, error

corrections, minor updates and modifications of the Software.

"Error" means a failure of the Software to conform to the specifications therefor as set forth in the Documentation resulting in the inability to use or a considerable restriction in use of the Software.

"Error Correction" means either a software modification or addition that, when made or added to the Software, corrects the Error, or a procedure or routine that, when observed in the regular operation of the Software, eliminates the practical adverse effect of the Error on Licensee.

"Escrow Release Event" is defined in Section 13.

"High Error" means an Error which represents a failure of expected functionality that causes serious degradation to Licensee's use of the Software production system.

"Maintenance Release" means a subsequent version of the Software that includes Error Corrections and/or Enhancements.

"Server" means a single CPU or multi-core server (physical or virtual). A Server may be located at a different location than the Licensee's permitted Site.

"Site" means a single facility or other physical location at which Licensee's users operate the Software.

"Software" means the Phoenix-Law and Fire CAD, RMS and WDA software modules listed on the initial page(s) of this Agreement (or an exhibit, amendment or schedule hereto), as it may be upgraded, enhanced, and/or modified by ProPhoenix (unless such upgrade is accompanied by a separate license agreement, in which case the terms of that license agreement will govern the Software as upgraded), in machine-readable, object code form only. The Software includes any Third-Party Software products and related documentation listed in the Proposal, on the initial pages of this Agreement, or in an exhibit, amendment or schedule hereto.

"Source Code" means the human-readable version of the Software, comprised of a text listing of commands to be compiled or assembled into an executable computer program, along with any associated developers' notes.

"Support Environment" means up to two (2) Software instances (typically one production instance and one QA instance) at Licensee's site location.

"Third-Party Software" means software of companies other than ProPhoenix that ProPhoenix has licensed to Licensee under this Agreement.

"Third-Party Software Provider" means a company, other than ProPhoenix, that has licensed Third Party Software to ProPhoenix, which ProPhoenix sublicenses to Licensee under this Agreement.

**APPENDIX A**

**[ATTACH THE DEFINITIVE PROPOSAL]**

Final proposal will be attached here.



## Statement of Work

BETWEEN

### **Sarpy County**

1208 Golden Gate Dr  
Papillion, NE 68046

AND

### **ProPhoenix Corporation**

502 Pleasant Valley Ave  
Moorestown, NJ 08057  
Phone: 609-953-6850  
Fax: 609-953-5311  
[www.prophoenix.com](http://www.prophoenix.com)

**For An Integrated Public Safety Software System**

May 10, 2018



## **Introduction**

This Statement of Work (SOW) governs the project scope, deliverables, mutual responsibilities, assumptions, and other project tasks as part of the delivery of an integrated Public Safety System known as Phoenix Software ("Phoenix") between Sarpy County and ProPhoenix Corporation.

Successful implementation requires dedicated commitment and leadership from ProPhoenix and Sarpy County. This SOW details the steps necessary to accomplish this goal.

## **Assumptions**

1. This Statement of Work will be utilized by ProPhoenix and Sarpy County to manage implementation of the Phoenix software and to convert Sarpy County from its existing environment.
2. The project consists of the delivery, installation, configuration, testing, implementation, and go-live support of the Licensed Standard Software providing the functionality and operation described in the Phoenix user documentation.
3. Work will be performed at Sarpy County's location and ProPhoenix offices. Work will be performed on Business Days during normal business hours, except when both parties agree otherwise.
4. Sarpy County and ProPhoenix expect and agree that the SOW will be modified from time to time, especially after the initial on-site analysis and ProPhoenix gains a more complete understanding of Sarpy County's existing system and specific requirements.
5. Additional work activities or software functionality not described in the Statement of Work and/or the Proposal will be considered a change to this project and will be authorized by Sarpy County using the Project Modification Request process.

## **General PM Responsibilities**

ProPhoenix shall act as Project Manager (PM) to assist Sarpy County, or designated representative, in implementing Phoenix Software and other ProPhoenix deliverables as described in the proposal.

ProPhoenix responsibility includes understanding, describing, documenting, coordinating, reporting, and managing the overall Implementation Plan with Sarpy County.

ProPhoenix and Sarpy County shall use ProPhoenix CRM, Outlook, Word, Excel, and other software that may be necessary for Project Management activities.

## **Scope**

The scope of this project is to implement Licensed Phoenix Software at Sarpy County's location and migrate to the Phoenix Public Safety Software Solution.

ProPhoenix shall:

1. Conduct a Business Analysis for each agency and understand the specificity of the agency's environment and then deliver and install Licensed Standard Software Applications described in the Agreement.



2. Install third party hardware and software sold through ProPhoenix if any as described in the Agreement.
3. Assist Sarpy County in installing the associated hardware and system software to be used for Phoenix which was not procured through ProPhoenix.
4. Work closely with the Sarpy County's system administrator to configure Phoenix software to optimize its usability.
5. Work with Sarpy County to define and map data for conversion to ProPhoenix and perform data conversion as agreed.
6. Deliver, install, configure, and test the Interfaces described in the Agreement.
7. Train people identified by Sarpy County to allow Sarpy County to: install, upgrade, configure, maintain, operate, back-up, restore, identify, and report faults in the Licensed Standard Software.
8. Assist in Go-Live transition.

Configuration does not include modifications to the software source code, database layouts, report customization, or interfaces to internal or external databases or systems unless otherwise specified in the proposal. Any such modifications are considered customization of the Phoenix Software and are not included in the scope of this project.

ProPhoenix is not responsible for the decommissioning and removal of any existing hardware, software, or technology used by Sarpy County.

### **Project Management Team**

**ProPhoenix and Sarpy County Staff, or designated Sarpy County 3<sup>rd</sup> party contractor**

#### **ProPhoenix Team**

##### **Jeff Reit, Vice President – Business Development**

Mr. Reit is the ProPhoenix Executive responsible for the overall management of the Company's business development organization. He will stay actively involved throughout the project lifecycle.

##### **Joseph Lehmann, Jr., Director of Professional Services**

Mr. Lehmann is responsible for all professional services and support for all Phoenix projects. He will directly oversee Project Management and stay actively involved throughout the project lifecycle.

##### **[TBD] , Project Manager**

[TBD] has been assigned as your Project Manager. He/She may provide some of the initial set up and training and will also serve as a technical liaison to ProPhoenix. He/She will be active in all aspects of the project, such as implementation and the scheduling of resources. In addition, he/she will generate all status reports and correspondence and work very closely with Sarpy County throughout the project lifecycle.

### **ProPhoenix On-Site Implementation Team**

These professionals will be assigned to the implementation of the ProPhoenix deliverables. They will

provide the initial set up, testing, and user training, go-live training, and post go-live support.

**Greg Dietrich, ProPhoenix Data Conversion Manager**

Mr. Dietrich is responsible for the analysis, data mapping, development of conversion programs, testing, and verification of the converted legacy data. He will work very closely with the ProPhoenix Project Manager and Sarpy County Project Manager to ensure that the data is converted as agreed.

**Sarpy County Project Team****Sarpy County Project Manager**

The Sarpy County Project Manager will be the primary contact for ProPhoenix. He/She will be responsible for ongoing communication with the Sarpy County Management regarding project progress, issues and/or changes and will coordinate and manage activities of Sarpy County's staff in fulfilling the Sarpy County's responsibilities within this SOW and the Agreement.

**System Administrator**

The System Administrator will be responsible to: ensure Sarpy County's network, servers, and client (PC) environment is installed and maintained properly; provide operational support of Sarpy County's hardware and system software infrastructure; provide operational support for ProPhoenix Standard Software to Sarpy County's users; and perform routine software upgrades, backup, and recovery tasks for the Phoenix Software.

**Requesting Additional Management Support**

ProPhoenix and Sarpy County expect that the designated Project Managers will manage and resolve all matters required for Sarpy County to effectively utilize the Licensed Standard Software. If the Project Managers are unable to effectively advance the project in a timely manner, the escalation chain for ProPhoenix is as follows:

1. ProPhoenix Project Manager
2. Director of Professional Services
3. Vice President Business Development
4. President

In the unlikely event of a dispute, should the people indicated in this Statement of Work be unable to resolve it, the Dispute Resolution Process described in the License and Software Agreement shall be followed.

**ProPhoenix Responsibilities**

1. Establish and maintain effective and efficient communications concerning the project with the Sarpy County's Project Manager.
2. Conduct status meetings with Sarpy County on an as needed basis, minimum monthly, or on a mutually agreed upon schedule.
3. Coordinate all ProPhoenix activities with Sarpy County's Project Manager.
4. Maintain CRM with up-to-date status of the project. Communicate with the necessary executives to keep everyone informed with the current project status.



5. Maintain the Project Plan
6. Track and manage modifications requests.
7. Manage all third party related tasks such as ordering, installation, and completion of the items to be installed.
8. Schedule and manage the resources as per the project plan.
9. Ensure all necessary approvals are in place before moving on to the next phase.
10. Resolve disputes by coordinating with ProPhoenix Management and Sarpy County Management.

### **Sarpy County Responsibilities**

1. Establish and maintain effective and efficient communications concerning the project with the ProPhoenix Project Manager.
2. Conduct status meetings with ProPhoenix on an as needed basis, minimum monthly, or on a mutually agreed upon schedule.
3. Coordinate with the ProPhoenix Project Manager for the maintenance of Project Plan.
4. Organize and manage all onsite visits by the ProPhoenix personnel. Provide ProPhoenix with a reasonable office work environment and internet connectivity.
5. Resolve disputes (if any) by coordinating with ProPhoenix Management and Sarpy County Management.
6. Work with finance/accounts payable to ensure timely payment as per the agreement

### **Communications Plan**

ProPhoenix CRM and Teamwork, if required, will be used to maintain all correspondences, which can be viewed online.

The following communications plan will be used throughout the implementation. Unless specified, all communications are done as needed between Customer PM and ProPhoenix PM.

1. Project Status Report:  
ProPhoenix PM to Sarpy County PM: Regular posted on CRM with E-Mail notification
2. Modification Requests, Schedule Changes by Sarpy County:  
Sarpy County PM to ProPhoenix PM: via Phone, E-Mail or CRM



3. Modification Requests, Schedule Changes by ProPhoenix:  
ProPhoenix PM to Sarpy County PM: via Phone, E-Mail or CRM
4. Software Issues:  
Sarpy County PM to Technical Support: via Phone or CRM

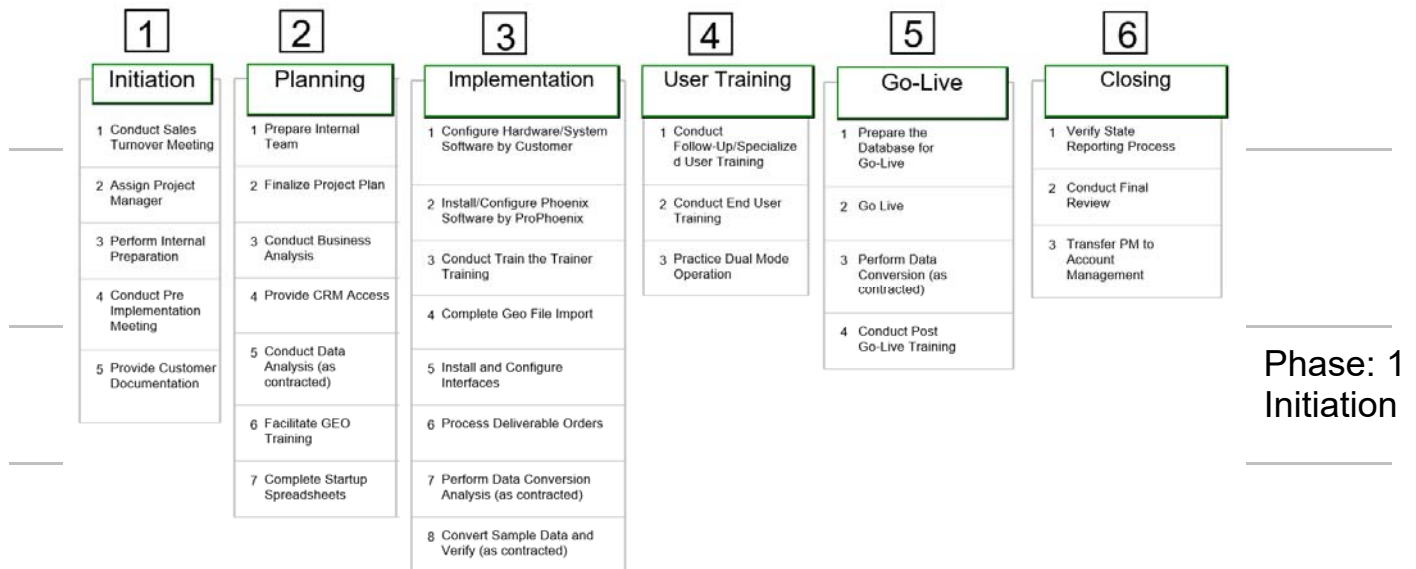
## **Project Implementation Methodology**

### **Overview**

ProPhoenix has developed a project management methodology based on best practices and on Project Management Institute (PMI) recommendations. All new projects are divided into the following six distinct project phases.

1. **Initiation:** Establish initial communication with the customer, set up internal systems, and initiate the planning stage.
2. **Planning:** Conduct Customer Business Analysis, finalize the project plan, and prepare the internal team.
3. **Implementation:** Install and configure software, conduct train-the-trainer training, and execute a sample data conversion.
4. **User Training:** Conduct follow-up/specialized training, end user training, and prepare to go live.
5. **Go-Live:** Go live, conduct post go-live training, and perform data conversion.
6. **Closing:** Conduct final review and project close-out. At completion, transfer project management to technical support staff.

Each phase consists of many tasks and each phase must be completed before proceeding to the next phase. Each task is described in greater detail in the following sections. The flow chart describing all the phases is shown below.



## 1. Conduct Sales Turnover Meeting

ProPhoenix will conduct an internal meeting with Sales to understand the project as a whole and to gather all pertinent documents, including the Sales Turnover Form.

## 2. Assign Project Manager

ProPhoenix will assign the Project Manager.

## 3. Perform Internal Preparation

ProPhoenix will conduct internal meetings with all agencies to discuss customer specifics regarding the project and devise the project plan.

## 4. Conduct Pre Implementation Meeting

Participate in Pre-Implementation kickoff meeting with ProPhoenix.

1. Review the Statement of Work (SOW).
2. Review all the interface specifications including NCIC and plan to get the projects started

## 5. Provide Customer Documentation

The customer is to be provided with the access to the following documentation:

- GEO Documentation
- GEO Spreadsheet Instructions
- GEO Spreadsheet
- Prerequisites for Phoenix Setup
- System Admin Guide
- Statement of Work





- Startup Spreadsheets and the guide

## Phase: 2 Planning

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### 1. Prepare Internal Team

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ProPhoenix will conduct an internal meeting with the key team members.

### 2. Finalize Project Plan

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ProPhoenix will prepare Microsoft Project Plan.

### 3. Conduct Business Analysis

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The customer should assign appropriate agency staff to participate in a Business Analysis meeting with ProPhoenix staff to review policy and procedures of the organization and how they relate to ProPhoenix Software.

### 4. Provide CRM Access

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The customer will provide a list of users that will have access to our Customer Relationship Management (CRM) site. These users should attend the System Admin training.

### 5. Conduct Data Analysis (as contracted)

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The customer shall participate in a "Data Analysis" to review and confirm which data can be converted into ProPhoenix.

### 6. Facilitate GEO Training

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GEO training has been completed by verifying the GEO Spreadsheet.

1. Insure that has all streets, addresses, intersections and common names are identified by political juris.
2. Insure a patrol area is assigned for each address/intersection.
3. Insure that a Run Assignment is assigned for addresses/intersections.

### 7. Complete Startup Spreadsheets

---

The Customer must complete the appropriate Startup Spreadsheets based on the scope of the project. Explanation on how they must be completed will be provided by ProPhoenix. Information from spreadsheets will be inserted in the customer system by ProPhoenix.

Personnel; Police CAD CFS Codes; Police Units; Police CAD Dispositions; Charges; NIBRS Charges; Terminals; Property Room; Locations; Inventory; Inventory History; Fleet; Course; Training.

## Phase: 3 Implementation

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### 1. Configure Hardware/System Software by Customer

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The customer will provide a list of users that will have access to our Customer Relationship Management (CRM) site. These users should attend the System Admin training.



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## 2. Install/Configure Phoenix Software by ProPhoenix

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ProPhoenix will Install/Configure Phoenix Software

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## 3. Conduct Train the Trainer Training

---

The customer is responsible for having the appropriate agency staff actively participate in the training.

- All students attending should be dedicated to the entire training session, not assigned other duties.
- Students should give their full attention to the class and not be permitted to use personnel devices for email or texting.
- Suitable classroom space must be provided, with a workstation and projector available for the instructor.
- No more than two (2) students per workstation.
- Each student must have a copy of the training workbooks, if provided for class.
- Workstations must be preconfigured with applications/icons available on the desktop.
- Students should be able to log into Windows.
- User names and password tested
- Necessary Windows privileges/security must be assigned.
- Students should be able to log into ProPhoenix.
- User names and passwords must be tested.
- Necessary roles must be assigned.
- RMS workstations should be configured with:
  - High-speed internet access
  - Screen: 21-inch, with minimum resolution of 1366 X 768
  - Windows 7 or greater with IE 11
  - Minimum of 6 GB of RAM
  - Microsoft .Net Framework 4.5.1 (if using CAD/WDA)

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## 4. Complete Geo File Import

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1. The customer completes the GEO spreadsheets as per GEO Instruction document and training.
2. The customer ensures that individual political juris are identified in the spreadsheets for all records.
3. ProPhoenix performs initial GEO Conversion. The customer is required to review the GEO and provide timely feedback to ProPhoenix.
4. The customer will notify ProPhoenix upon acceptance of the GEO, and approve it to be inserted into the live database.

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## 5. Install and Configure Interfaces

The customer and ProPhoenix are responsible for assisting and verifying the functionality of interfaces. The customer and ProPhoenix are also required to make arrangements and coordinate with any third party vendor for implementation of the interface with ProPhoenix.

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## 6. Process Deliverable Orders

Deliverable items such as third-party hardware; ProPhoenix will be processing the Orders.

1. Purchasing will place the orders on behalf of the customer.
2. Shipment will come directly from the distributor.

The customer is responsible for installing it and configuring the items unless ProPhoenix to assist.

---

## 7. Perform Data Conversion Analysis (as contracted)

1. The customer must assign a resource familiar with the legacy database and table structure and able to work with the Data Conversion team to analyze data being converted into ProPhoenix.
2. The customer needs to provide timely feedback to ProPhoenix.

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## 8. Convert Sample Data and Verify (as contracted)

The customer is responsible for reviewing converted data and providing timely feedback to ProPhoenix.

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## Phase: 4 User Training

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### 1. Conduct Follow-Up/Specialized User Training

The customer will dedicate appropriate personnel to attend the specialized training. This training is targeted for the personnel within the agency overseeing the implementation of the project. The same conditions as "3. Conduct Train the Trainer Training" under Implementation apply here.

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### 2. Conduct End User Training

The customer is responsible to conduct end-user training following the Train-the-Trainer training.

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### 3. Practice Dual Mode Operation

The customer is responsible for performing dual mode operation for a period of time prior to go-live. This is side-by-side operation of their existing application along with ProPhoenix to ensure smooth transition upon go-live.

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## Phase: 5 Go-Live

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### 1. Prepare the Database for Go-Live

The customer is responsible to insure all the necessary System Parameters are set for go-live.



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## 2. Go-Live

1. The customer will coordinate with ProPhoenix to schedule a go-live date and time.
2. The customer will make all the necessary agency preparations for go-live.

## 3. Perform Data Conversion (as contracted)

1. The customer is responsible for notifying ProPhoenix when they have finished using their old system.
2. The customer is responsible for reviewing and providing timely feedback to ProPhoenix on sample data conversion.
3. The customer

## 4. Conduct Post Go-Live Training

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The customer is responsible for having the appropriate agency staff participate in the training.

## Phase: 6 Closing

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### 1. Verify State Reporting Process

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The customer and ProPhoenix are responsible for verifying the state reporting process and providing feedback to ProPhoenix.

### 2. Conduct Final Review

---

ProPhoenix will conduct a final review of the project with Sarpy County Project Manager.

### 3. Transfer PM to Account Management

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Upon conclusion of the Project, the customer to be transferred to Account Management.



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### **8 Project Management**

- 8.1 Project Management and Professional Services

## 1. Application Software

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### **RMS Client - MultiJuris - Police (Site License)**

Hardware and all the necessary system software, along with its installation & configuration, are the responsibility of the customer unless otherwise specifically stated. System specifications must meet the minimum requirements.

Minimum system requirements change frequently due to technological improvements by ProPhoenix and other Hardware and Software Manufacturers. Please check with your Sales Representative or Account Manager for the most current requirements.

Onsite will require travel costs that are the responsibility of the customer and will be billed upon completion.

### **RMS Server - MultiJuris – Police**

Minimum system requirements change frequently due to technological improvements by ProPhoenix and other Hardware and Software Manufacturers. Please check with your Sales Representative or Account Manager for the most current requirements.

Onsite will require travel costs that are the responsibility of the customer and will be billed upon completion.

## 2. Interfaces

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Sarpy County is responsible for contacting the third party vendor or entity to secure requirements/specifications for each interface. The information is to be provided to ProPhoenix. If necessary, Sarpy County will arrange a meeting with the third party to work out any details, resolve issues and assist with development of the software. Sarpy County is responsible for any fees or charges the third party vendor or entity may require for their work as part of this interface.

### **Interface - ESRI to Phoenix RMS**

Sarpy County will use the County GIS ESRI ArcGIS Server mapping system and, if needed, the County will also use the Census's geocoding services. Interface will enable ESRI maps to display in all areas of the product where maps are used.

### **IMACS Name Push to RMS**

A unique "record/Transaction" will be created in ProPhoenix for the person that is booked into the Sarpy County Jail using IMACS software from vendor Intellitech Corp. The record would contain name of person, booking date, release date, booking number and while the person is actively booked into the Sarpy County Jail a visual "Flag/Alert" would be placed on the person record indicating they are currently "housed/booked" in the Sarpy County Jail,. The visual "Flag/Alert" would be removed once the person has been released from the Sarpy County Jail.

### **Interface - Civil Process Info to NE State**

Sarpy County to secure point of contact and specifications as mentioned above.

### **Interface - QueTel Property and Evidence**

Sarpy County to secure point of contact and specifications as mentioned above.

### **Interface - Motorola P1 CAD to Phoenix RMS**

Incident data entered in the CAD system will populate event records in Phoenix RMS. This would include the details of the call, dispatcher/officer notes, and the NCIC/CIB information for names and vehicles.

Cooperation of the CAD vendor is vital to a successful interface. ProPhoenix cannot bring over information that the CAD system or CAD vendor will not, or cannot, provide.

### **Interface - NE TraCS to RMS Configuration and Setup**

All the necessary hardware and software required for the TraCS program must be installed by the Customer. When available from the State of Nebraska, Summons/Citations/Crash/Parking and other transferable data entered via the TraCS program will be automatically downloaded from the customer created TraCS Tran Folder on the Customer TraCS Server into Phoenix RMS and a Citation/Crash will be created. - An automatic duplicate name check will be performed. If a match is found with the Last Name, First Name, DOB, Race, and Sex, the existing name will be used. If not, a new name will be created. The interface will comply with State of Nebraska requirements.



## Interface – Nebraska NIBRS Compliance

ProPhoenix must be compliant with Nebraska NIBRS State requirements.

### 3. Project Management

---

ProPhoenix has developed a project management methodology based on best practices and on Project Management Institute (PMI) recommendations. All new projects are divided into the following six distinctive project phases.

1. Initiation: Establish initial communication with the customer, set up internal systems, on-site analysis and initiation of the planning stage.
2. Planning: Conduct site visit if applicable, finalize project plan, and prepare internal team.
3. Implementation: Install and configure software, conduct system administration training, and execute a sample data conversion (if contracted)
4. User Training: Conduct train the trainer training, assist end user training, and prepare to go live.
5. Go-Live: Go live, conduct post go-live training, and perform data conversion (if contracted).
6. Closing: Conduct final review and project closeout. At completion, transfer project management to technical support staff.

### 4. Enhancements Requested

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ProPhoenix will make the following enhancements as requested by Sarpy County:

- 1 Flag colors shall match the color of the “I” bubbles.
- 2 A notary function shall be added to the Arrest and Detention Report
- 3 Add a comments section for the DA Package creation.
- 4 Active Warrants will display in RED, dispositioned warrants will display in BLACK.
- 5 Provide an option to close warrant upon Arrest Entry for the warrant
- 6 Retention schedule or follow up date tied to the statutes
- 6.1 Sarpy County will need to provide more detail on this item.
- 7 Provide the ability to add multiple names to one piece of evidence.
- 8 Provide a drop down for the Warrant Entry Screen via a statute look up table.
- 9 Provide short cut button in crash entry screen to branch to add citation.
- 10 Decode 3D Bar Code from vehicle Registration to parse into tow record.
- 10.1 More research is needed to complete this.

### 5. Travel

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#### On-site Travel, Lodging, M&IE

Actual expenses will be billed. An estimate of expenses are included in the contract price and listed in the proposal. This price is a do not exceed price. If additional travel is requested, or required, and expenses will, or may exceed this estimate, all expenses exceeding this estimate will be pre-approved by the Customer prior to any travel arrangements.

Travel expenses will be invoiced at the completion of each occurrence.

### 6. Conversion

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#### Data Conversion - Need Analysis

ProPhoenix Project Manager will co-ordinate with the assigned customer's Project Manager to execute the needs analysis. Project life cycle includes:

- Needs analysis meeting
- Initial plan for conversion



- Risk Management and mitigation recommendations
  - Determine what data technically be converted and what data is defined in the proposal for conversion
- Needs assessment analysis does not include onsite travel and travel expenses.

If applicable, on-site will require travel costs that are the responsibility of the customer and will adhere to section 5 of this document.

### **Populate Geo (Address)**

Customer is responsible for providing the required Geo data based on the ProPhoenix data layout in the GEO spreadsheet or pay for the purchase the address only data from online sources.

Customer will be required to correct addresses, or manually update the latitude/longitude, for any missing entries. Customer is responsible to verify and update GEO data in the spreadsheets before Company inserts the GEO data.

# CONSULTING AGREEMENT

THIS AGREEMENT is made as of \_\_\_\_\_ 2018, between **Sarpy County** \_\_, hereinafter referred to as "Client" and Public Safety Consultants, Inc. hereinafter referred to as "Consultant".

In the event of a conflict in the provisions of any attachments hereto and the provisions set forth in this Agreement, the provisions of such attachments shall govern.

1. **Services.** Consultant agrees to perform for client the services as described in the Scope of Services section in Exhibit A attached hereto and as executed by Client and Consultant. Such services are hereinafter referred to as "Services." Client agrees that Consultant shall have ready access to Client's staff and resources as necessary to perform the Consultant's Services provided for by this contract.
2. **Rate of Payment for Services.** Client agrees to pay Consultant for Services in accordance with the specific payment schedule contained in the Exhibits attached hereto and executed by both Client and Consultant. Unless otherwise specified in a specific Exhibit, this contract represents a fixed price contract, under which Consultant will charge, and Client will pay for services. Consulting services provided outside the scope of this contract will be billed at a fee of \$120.00 per hour plus ordinary and necessary expenses for travel, lodging, rental car, meals, materials, and other such items, as approved by Sarpy County.
3. **Invoicing.** Client shall pay the amounts agreed to herein, due upon receipt of invoices which shall be sent by Consultant or his representative. Client shall be billed monthly for services provided in the preceding thirty days. Client shall timely pay the amount of such invoices to Consultant or his specific designee.

**Confidential Information.** Each party hereto ("Such Party") shall hold in trust for the other party hereto ("Such Other Party"), and shall not disclose to any nonparty to the Agreement, any confidential information of Such Other Party. Confidential Information is Information which relates to Such Other Party's research, development, trade secrets or business affairs, but does not include information which is generally known or easily ascertainable by nonparties of ordinary skill in computer design and programming. Consultant hereby acknowledges that during the performance of this contract, Consultant may learn or receive confidential Client information and therefore Consultant hereby confirms that all such information relating to the Client's business will be kept confidential by Consultant, except to the extent that such information is required to be divulged to Consultant's clerical or support staff or associates in order to enable Consultant to perform Consultant's contract obligations.

4. **Staff.** Consultant is an independent contractor and neither Consultant nor Consultant's staff is, or shall be deemed to be, employed by Client. Client is hereby contracting with Contractor for the Services described in Exhibit A (Scope of Services) and Consultant reserves the right to determine the method, manner and means by which their Services will be performed. Consultant is not required to perform the Services during fixed hourly or daily time and if the Services are performed at the Client's premises, then Consultant's time spent at the premises is to be at the discretion of Consultant; subject to the Client's normal business hours and security

requirements. Consultant hereby confirms to the Client that the Client will not be required to furnish or provide any training to Consultant to enable Consultant to perform the Services required hereunder. The Services shall be performed by Consultant, or Consultant's staff, and the Client shall not be required to hire, supervise or pay any assistants to help Consultant who performs the Services under this Agreement. Consultant shall not be required to devote Consultant's fulltime nor the fulltime of Consultant's staff to the performance of the Service required hereunder, and it is acknowledged that Consultant has other clients and Consultant offers Services to the general public. The order of sequence in which the work is to be performed shall be under the control of Consultant.

5. **Termination.** Consultant's Services hereunder cannot be terminated or canceled short of completion of the Services agreed upon except for Consultant's failure to perform the contract's specifications as required hereunder and conversely, subject to Client's obligation to make full and timely payment(s) for Consultant's Service as set forth in Exhibit A, Consultant shall be obligated to complete the Services to the extent and as provided in Paragraph \_\_\_\_ hereof. The Client shall not provide any insurance coverage of any kind for Consultant or Consultant's staff, and Client will not withhold any amount that would normally be withheld from any employee's pay.
6. **Use of Work Product.** Except as specifically set forth in writing and signed by both Client and Consultant, Consultant shall have all copyright and patent right with respect to all materials developed under this contract, and Client is hereby granted a nonexclusive license to use and employ such materials within the Client's business.
7. **Client Representative.** The following individual, \_\_\_\_\_, shall represent Client during the performance of this contract with respect to the Services and deliverables as defined herein and has authority to execute written modifications or additions to this contract.
8. **Residency Verification Clause:** Pursuant to Neb. Rev. Stat. § 4-114 et seq., each party shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. § 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.
9. **Disputes.**
10. **Savings Clause.** The Agreement shall be interpreted, construed and enforced under the laws of the State of Nebraska. It is understood and agreed by the County and the Consultant hereto that if any part, term, condition, or provision of this Agreement is held to be illegal or in conflict with any law of the State of Nebraska or of the United States, the validity of the remaining parts, terms, conditions, or provisions shall not be affected, and the rights and

obligations of the County and the Consultant shall be construed and enforced as if the Agreement did not contain the particular part, term, condition, or provisions held to be invalid.

11. **Hold Harmless.** The Consultant agrees to hold harmless and indemnify the County, its employees, agents, assignees, and legal representatives harmless from all liabilities, demands, claims, suits, losses, damages, causes of action, fines, or judgments and all expenses incident thereto, for injuries to persons, for civil rights liability, and for loss of, damage to, or destruction of property arising out of or in connection with this Agreement and proximately caused by the negligent or intentional acts or omissions of the Consultant, its officers, employees, assignees, or agents. Any liability on the part of the County is limited to the extent provided by the Nebraska Political Subdivisions Tort Claims Act and any other applicable provisions of law. The County does not assume liability for the actions of the Consultant.
12. **Conflict of Interest.** Pursuant to Neb. Rev. Stat. § 23-3113, the Parties hereto declare and affirm that no officer, member, or employee of the County, and no member of its governing body, and no other public official of the County who exercises any functions or responsibilities in the review or approval of the undertaking described in this Agreement, or the performing of services pursuant to this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or any corporation, partnership, or association in which he or she is directly or indirectly interested; nor shall any employee of the County, nor any member of its governing body, have any interest, direct or indirect, in this Agreement or the proceeds thereof.

IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

COUNTY OF SARPY, NEBRASKA,  
A body Politic and Corporate

(Seal)

ATTEST:

\_\_\_\_\_  
Debra Houghtaling  
Sarpy County Clerk

\_\_\_\_\_  
Don Kelly, Chairperson  
Sarpy County Board Of Commissioners

Approved as to Form:

Consultant: \_Public Safety Consultants, Inc.

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

By: Ralph E. Seimo, DPA

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



# 1 Exhibit A: Scope of Work

PSCI has provided a task breakdown as to how we will approach the management of this project. It will entail working closely with Sarpy County as well as the contractor selected by Sarpy County. Once Sarpy County has selected a contractor, PSCI will work closely with the contractor and the county to develop a fair and equitable contract that will protect the county and insure the timely implementation of the RMS and Mobile Computing system. Once the contractor is on board, PSCI will oversee and coordinate the following tasks:

1. Bi-weekly Meetings and Reports: It is estimated that PSCI will need to prepare a minimum of twelve reports over the course of the project. These reports will describe the progress of the project. They will include the following:
  - a. Tasks completed to date.
  - b. Upcoming Tasks and who is responsible as well as due dates
  - c. Issues to be resolved, who is responsible as well as due dates
  - d. Key project deliverables and due dates
  - e. Project risks
  - f. Miscellaneous task and or issues to be addressed
2. Onsite or telephone meetings with Contractor as needed
3. Component Level Testing: PSCI will review all component level testing, test plans and test procedures. PSCI will oversee testing and document all level 1, 2, and 3, errors. Level 1 errors are those that halt the system, level 2 critical but processing can continue but the system cannot be accepted until they are fixed, and level 3 that are cosmetic in nature but need to be addressed and a date set for the errors to be fixed.
4. PSCI will oversee the final Acceptance testing and document all issues.
5. PSCI will provide a Final Report and presentation to review with public bodies on behalf of Sarpy County.

The following subsections describe PSCI's approach in greater detail.

## **1.1 Project Management**

Dr. Ioimo will manage and monitor the project by tracking the cost and schedule against the planned activities. Dr. Ioimo will organize the staff and activities and review progress, and with input from the other project team members, develop the monthly status reports. He will delegate the tasks to the staff and coordinate all work performed by PSCI, the County and the Contractor.

As a contributing member on the project, the project manager will also be working on a daily basis on specific project deliverables. Project management duties are collateral to the primary mission.

However, PSCI adheres to the Project Management Institute (PMI)<sup>1</sup> practices and will adhere to the best practices of the Project Management Body of Knowledge (PMBOK) during the execution of his project management responsibilities.

The Project Manager will prepare written status reports with input from the team members. The status report will summarize current activities and accomplishments, plans for the next reporting period, and identify issues and recommended course of action. We will deliver a written report once per month. We will meet bi-weekly with the contractor to discuss the project's progress.

Dr. Ioimo, and selected team members, as appropriate, will review the status of the project with the Sarpy County monthly, or as requested by the County. We will use the written status report as a basis for discussion at the status meetings. The Project Manager will be the primary point of contact for all project activities. The project report will include the following:

- a. Tasks completed to date.
- b. Upcoming Tasks and who is responsible as well as due dates
- c. Issues to be resolved, who is responsible as well as due dates
- d. Key project deliverables and due dates
- e. Project risks
- f. Miscellaneous task and or issues to be addressed

## **1.2 Selection Process**

PSCI will provide Final Contract Negotiation Support, if requested. We will also provide the necessary support with internal political bodies, Board of Commissioners during the Contract award process.

PSCI will work with the selected Contractor to establish a realistic project schedule that is agreed to by all parties. PSCI will use Teamwork Project for project management services to document all tasks, both Contractor's and Sarpy County's and track each task and sub tasks progress.

## **1.3 Onsite meetings required throughout the project**

PSCI will conduct onsite and telephone meetings as required. PSCI anticipates a minimum of one onsite or telephone meeting per month throughout the project.

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<sup>1</sup> For more information on the PMI, see [www.pmi.org](http://www.pmi.org).

#### **1.4 Monthly Status Reports**

PSCI will prepare a monthly status report and present it to the Sarpy County. We will then conduct a meeting to review the project progress and discuss the important contents and issues presented in the report. PSCI will also meet with the selected contractor on a monthly basis to go over the project's progress.

#### **1.5 Meetings with Contractor**

PSCI will meet with the selected contractor at a minimum of once a month and as might be required throughout the life the project. These meetings would be to discuss the project's progress and any issues that might need to be resolved.

#### **1.6 Testing**

PSCI anticipates two levels of testing, component and system level. PSCI intends to review the contractor's test plans and test procedures prior to any testing. Once approved PSCI will oversee the testing and document all system levels 1, 2, and 3 errors. PSCI will go over each error with the contractor and Sarpy County and develop a schedule for the correction and retesting of each error.

Upon the successful completion of the final system level test, PSCI will submit a report to Sarpy County with recommendation for final acceptance.

#### **1.7 Final Report**

Upon final project completion, PSCI shall develop a comprehensive final report. In this report we will summarize the project, highlight the successes, the areas that require improvement and provide future recommendations. PSCI will also make formal presentations as required by the Cities that comprise the Sarpy County system.

## Exhibit B: Pricing

The following is the pricing for the project management consulting services.

Payment Milestone	When Invoiced	Amount
1. <b>Project Initiation</b>	Contract Signing	20% \$10,640.00
2. <b>Software Installation and Testing</b>	Completion of software installation and testing	35% \$18,620.00
3. <b>Training and System Go-Live testing</b>	All training and testing completed, System ready for Go-Live. Level1 and 2 errors fixed	25% \$13,300.00
4. <b>Interface Testing</b>	All interfaces functioning	15% \$ 7,980.00
5. <b>Final Report</b>	Final report to Sarpy County	5% \$ 2,660.00
6. <b>TOTAL PRICE</b>		<b>100% \$53,200.00</b>

PSCI anticipates the need to be onsite during milestones 2, 3, and 4. We estimate each trip to cost approximately \$1,150.00 totaling \$3,450. PSCI only charges for actual travel and per diem expenses and only for the actual number of trips. All other meetings will be conducted through Skype when possible. PSCI anticipates a minimum of bi-monthly meetings to review the project's progress. Any impromptu meetings that might be necessary can also be conducted using Skype.

## INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement (hereinafter "Agreement") is made and entered into by and between the County of Sarpy, Nebraska (hereinafter "County"), and the Cities of Bellevue, Nebraska; La Vista, Nebraska; and Papillion, Nebraska (hereinafter, each individually a "City" or collectively the "Cities"), located in the County of Sarpy, State of Nebraska (collectively, "the Parties").

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

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

WHEREAS, in the Fall of 2018, the Parties hereto entered into a cost sharing Interlocal Cooperation Agreement (hereinafter "Cost Sharing Interlocal Agreement") for (1) a new Integrated Public Safety Software System (hereinafter "Law Records Management System" or "LRMS") which was to be provided to Sarpy County by ProPhoenix Corporation, and (2) project management consulting services from PSCI in connection with the new LRMS project, which Cost Sharing Interlocal Agreement is attached hereto as EXHIBIT "A"; and

WHEREAS, Paragraph E. GOVERNANCE of the Cost Sharing Interlocal Agreement specifically provides that an Executive Board, composed of the Sarpy County Sheriff and the Police Chiefs from the Cities of Bellevue, La Vista, and Papillion (or his/her designee), shall be created by a separate document to govern the affairs of the ProPhoenix LRMS project.

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

1. EXECUTIVE BOARD. The Parties hereby create the SARPY COUNTY LAW ENFORCEMENT RECORDS MANAGEMENT SYSTEM (LRMS) EXECUTIVE BOARD (hereinafter "LRMS Board") to govern the affairs of the ProPhoenix LRMS project. The agencies that are parties to the Cost Sharing Interlocal Agreement from time to time shall collectively be known as the "Member Agencies" of the LRMS Board. The initial parties to the Cost Sharing Interlocal Agreement and Member Agencies are listed below. Any party that withdraws from the Cost Sharing Interlocal Agreement automatically shall cease to be included in the Member Agencies of the LRMS Board effective upon such withdrawal.

- Sarpy County Sheriff's Department
- Bellevue Police Department
- La Vista Police Department
- Papillion Police Department

2. DEFINITIONS.

A. Sarpy County Law Enforcement Records Management System (LRMS) Executive Board, or LRMS Board: The collective group of law enforcement and justice Member Agencies who from time to time are parties to the Cost Sharing Interlocal Agreement, attached hereto as EXHIBIT "A", including without limitation any additional law enforcement and justice agency within Sarpy County becoming a party by amendment, adopted and approved by all parties to the Cost Sharing Interlocal Agreement. Such LRMS Board shall serve as the governing Board of Directors of the LRMS and oversee the ProPhoenix LRMS project.

B. Member Agency: Any Agency that is a party to the Cost Sharing Interlocal Agreement and serving on the LRMS Board.

C. Host Agency or Host: The Member Agency which is assigned in the Cost Sharing Interlocal Agreement with the primary responsibility of serving as the LRMS hardware and overall system administrator. The initial Host Agency under the Cost Sharing Interlocal Agreement is Sarpy County.

3. COMPOSITION OF LRMS BOARD. The LRMS Board shall be comprised of two representatives of the Host Agency and one representative of each other Member Agency. Each Member Agency or its representative shall be authorized to designate one or more alternates to serve in the absence of the Member Agency's representative. All representatives and alternates of a Member Agency shall serve at the pleasure of the Member Agency and may be removed or replaced by the Member Agency at any time. Any vacancy in the representative or alternate of a Member Agency shall be filled by the Member Agency. The initial LRMS Board shall be comprised of five (5) representatives of the Member Agencies as follows:

- One Director shall be the Sarpy County Sheriff.
- One Director shall be the Sarpy County Information Systems Director.
- One Director shall be the Chief of the Bellevue Police Department.
- One Director shall be the Chief of the La Vista Police Department.
- One Director shall be the Chief of the Papillion Police Department.

4. QUORUM AND VOTING. A majority of the members of the entire LRMS Board shall constitute a quorum for the transaction of business. Each Director shall have one vote. Actions by the LRMS Board shall require the affirmative vote of a majority of the entire LRMS Board (i.e. three (3) affirmative votes).

5. ELECTION OF OFFICERS. Every year the LRMS Board shall elect a Chair from among its membership to preside at meetings and shall select a Secretary who may, but need not, be one of the five Directors.

6. MEETINGS. The LRMS Board shall hold at least one meeting each year, and may schedule additional or special meetings as necessary.
7. GOVERNANCE AND PURPOSE. The LRMS Board shall (a) establish and adopt a governance process for the LRMS Board, and (b) set policies for the use of the ProPhoenix LRMS. Specifically, the LRMS Board is established for the purpose of creating policy, evolution, and implementation of the ProPhoenix LRMS software, including but not limited to the following:
- Guiding the evolution and implementation of the LRMS;
  - Creating policy and compliance oversight for LRMS data sharing/exchange with and within Member Agencies, and with the public pursuant to any public records laws;
  - Ensuring that the Criminal Justice Information System (CJIS) and other Federal, State and Local laws on data handling and security are followed;
  - Creating and forming committees, working groups, and task forces, as deemed necessary, to aid the LRMS Board in fulfilling its duties;
  - Recommending an operational budget, training, and other items for the improvement of the LRMS for the Member Agencies.
8. INSURANCE. Each Member Agency, at its sole cost and expense, shall carry insurance or self-insure its activities in connection with the activities of this Agreement, and shall obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability, workers compensation, and business automobile liability adequate to cover its potential liabilities hereunder. Each Member Agency shall carry a minimum of one million dollars (\$1,000,000) in general liability insurance.
9. DURATION AND TERMINATION. This Agreement shall commence immediately when it has been executed by all four Parties. It shall remain in effect for one year thereafter and it shall thereafter automatically renew for successive additional one year periods, provided, however, (i) this Agreement automatically shall terminate effective upon termination of the Cost Sharing Interlocal Agreement and (ii) any Member Agency's participation in this Agreement automatically shall terminate if the Member Agency withdraws or its participation in the Cost Sharing Interlocal Agreement otherwise terminates.
10. COMPLIANCE WITH AGREEMENT. The Parties hereby agree to and shall be bound by the terms of the Agreement. Any material breach of the terms of such Agreement by any Party shall terminate that Party's rights under this Agreement. In no event shall any indemnification obligation allow or require indemnification in excess of the statutory limits of liability specified in the Nebraska Political Subdivisions Tort Claims Act or in other provisions of law.
11. NOTICE. Notice to the Parties shall be given in writing to each of the Member Agencies named below:



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

City of Papillion: City Clerk  
122 East 3rd St.  
Papillion, NE 68046

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

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

12. RESIDENCY VERIFICATION CLAUSE. Pursuant to Neb. Rev. Stat. § 4-114 et seq., each Party shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. §1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.
13. NONDISCRIMINATION. Pursuant to Neb. Rev. Stat. § 73-102, the Parties declare, promise, and warrant that they have and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A. § 1985, et seq.), and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1101, et seq., in that there shall be no discrimination against any employee who is employed in the performance of this Agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.
14. NO SEPARATE ENTITY. This Agreement does not create a separate legal entity under Neb. Rev. Stat. § 13-804(4). Members of the LRMS Board will carry out this Agreement.
15. NO RELIEF FROM LEGAL OBLIGATIONS. Pursuant to Neb. Rev. Stat. §13-804(5), the Parties hereto acknowledge, stipulate, and agree that this Agreement shall not relieve any public agency of any obligation or responsibility imposed upon it by law.
16. RECITALS. The recitals set forth above are, by this reference, incorporated into and deemed to be part of this Agreement.

17. AMENDMENTS. This Agreement may not be amended except by mutual agreement of the Parties and then only in writing.
18. SEVERABILITY. If any part, term, condition or provision of this agreement is held to be illegal, void, or in conflict with any law of this State or the United States, the validity of the remaining parts, terms, conditions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular part, term, condition or provisions held to be illegal and/or invalid.
19. MODIFICATIONS. No modification, termination or amendment of this Agreement may be made except by written agreement signed by all Parties.
20. ENTIRE AGREEMENT. This instrument and its incorporated exhibits contains the entire Agreement of the Parties and shall be binding upon the successors and assigns of the respective Parties. This instrument may be executed in one or more identical counterparts which, taken together, shall form but one and the same instrument.
21. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each and all of which shall constitute an original and all of which when taken together shall constitute the same agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

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

COUNTY OF SARPY, NEBRASKA,  
A Nebraska Political Subdivision

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

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

Attest:

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

Approved as to Form:

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

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

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

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

Attest:

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

Approved as to Form:

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

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

By: \_\_\_\_\_  
David P. Black, Mayor

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

Attest:

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

Approved as to Form:

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

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

By: \_\_\_\_\_  
Doug Kindig, Mayor

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

Attest:

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

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

166  
4-8-19

COUNCIL MEETING DATE:	4/4/2018	AGENDA ITEM TYPE:
SUBMITTED BY:  Chief Perry Guido		SPECIAL PRESENTATION <input type="checkbox"/>
		LIQUOR LICENSE <input type="checkbox"/>
		ORDINANCE <input type="checkbox"/>
		PUBLIC HEARING <input type="checkbox"/>
		RESOLUTION <input type="checkbox"/>
		CURRENT BUSINESS <input checked="" type="checkbox"/>
		OTHER (SEE CLERK) <input type="checkbox"/>

SUBJECT:

Maintenance agreement for AV equipment at the Training Site

SYNOPSIS:

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

FISCAL IMPACT:

Budgeted Item 85,200 / YR

BUDGETED ITEM: ☒ YES ☐ NO

PROJECT # & TRACKING INFORMATION:

RECOMMENDATION:

Approve agreement

BACKGROUND:

There has been no increase in price for the last 2 years and we divide the total and pay SEI quarterly.

ATTACHMENTS:

1 Retail Service Agreement

2

3

4

5

6

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:

*[Handwritten signatures]*



# Retail Sales Agreement



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

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

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

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

## BILL TO

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

## SITE

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

## COMMENTS

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

## PRODUCTS AND SERVICES SUMMARY

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

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

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

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

## INVOICING AND PAYMENT TERMS

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

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

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

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

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

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

## TAXES AND DELIVERY

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

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

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

## AGREED AND ACCEPTED BY

---

\_\_\_\_\_  
Company

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
**AVI Systems, Inc.**

\_\_\_\_\_  
Company

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Date

## CONFIDENTIAL INFORMATION

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

## SERVICES TO BE PROVIDED

### INTEGRATION SERVICES

#### INTEGRATION SCOPE OF WORK

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

#### Equipment list

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

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



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

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

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

### SYSTEM SUPPORT SERVICES TO BE PROVIDED

#### System Recertification

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

#### Training

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

#### Asset Tracking

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

#### Systems Support

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

### SYSTEM SUPPORT DEFINITIONS

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

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

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

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

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

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

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

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



## SYSTEM SUPPORT TERMS

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

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

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

## PRODUCTS AND SERVICES DETAIL

### PRO SUPPORT:

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

### AVI Systems General Terms and Conditions of Sale

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16C  
4-8-19

COUNCIL MEETING DATE:	4/8/19	AGENDA ITEM TYPE:
SUBMITTED BY: Fire Chief <i>AG</i>	SPECIAL PRESENTATION	<input type="checkbox"/>
	LIQUOR LICENSE	<input type="checkbox"/>
	ORDINANCE	<input type="checkbox"/>
	PUBLIC HEARING	<input type="checkbox"/>
	RESOLUTION	<input type="checkbox"/>
	CURRENT BUSINESS	<input checked="" type="checkbox"/>
	OTHER (SEE CLERK)	<input type="checkbox"/>

SUBJECT:

Approval of Medical Director Contract

SYNOPSIS:

Addendum to the Medical Director contract which would allow an Assistant Medical Director to work under the same contract under the supervision of the Medical Director and Fire Chief. Essentially authorizes the Assistant Medical Director to act in the same capacity as the Medical Director any time the Medical Director is absent.

FISCAL IMPACT:

no change in contract price

*\$35,000/YR*

BUDGETED ITEM: ☒ YES ☐ NO

PROJECT # & TRACKING INFORMATION:

N/A

RECOMMENDATION:

I am recommending the Council approve the addendum to the Medical Director Contract

BACKGROUND:

see Synopsis

ATTACHMENTS:

1  
2  
3


4  
5  
6


SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:

*[Signature]*  
*[Signature]*  
*A. Bree Robbins*

## **EMS MEDICAL DIRECTOR AGREEMENT**

**THIS AGREEMENT** is entered into by and between the **City of Bellevue**, a municipal corporation located in Sarpy County, Nebraska, (hereinafter "BELLEVUE"), and **UNMC Physicians** (hereinafter "UNMCP"), a Nebraska non-profit corporation, whose principal address is 981150 Nebraska Medical Center, Omaha, NE 68198-1150 (hereinafter "UNMC").

### **RECITALS**

**WHEREAS**, it is the desire of BELLEVUE to provide an Emergency Medical Service which entails an organized emergency medical response or transportation unit, or both, which utilizes the services of persons certified as Emergency Medical Technicians-B, Emergency Medical Technicians-1/85, and Emergency Medical Technicians-P, (collectively referred to herein as "Out-of-Hospital Care Providers") and which has been approved by the Nebraska Board of Advanced Emergency Medical Care; and the State of Nebraska Department of Health;

**WHEREAS**, the statutes of the state of Nebraska require that an approved Emergency Medical Service necessitates a Physician Medical Director who shall be an approved, licensed physician who shall be responsible for the overall medical control of the Emergency Medical Service;

**WHEREAS**, UNMCP employs or otherwise contracts with physicians licensed to practice medicine in the state of Nebraska who are qualified to provide competent medical direction and overall supervision of the medical aspect of an Emergency Medical Service; and

**WHEREAS**, BELLEVUE desires to employ UNMCP, for the provision of a properly qualified physician to serve as the Physician Medical Director and Assistant Physician Medical Director for BELLEVUE's Emergency Medical Service, and UNMCP desires to be so employed.

**NOW, THEREFORE**, in consideration of these mutual covenants, the parties agree as follows:

#### **I. DUTIES AND RESPONSIBILITIES:**

A. UNMCP represents and warrants that it will provide BELLEVUE with a properly qualified physician to serve as the Physician Medical Director for BELLEVUE's Emergency Medical Service. UNMCP shall initially provide Eric V. Ernest, M.D. to serve as the Physician Medical Director of BELLEVUE's Emergency Medical Service and an Assistant Physician Medical Director to be approved by the Fire Chief of the Bellevue Fire Department.

B. In the event of the death, disability, resignation or termination of the Physician Medical Director or Assistant Physician Medical Director, UNMC shall promptly select a new Physician Medical Director and/or Assistant Physician Medical Director provided that BELLEVUE must first approve such selection.

C. In the event the Physician Medical Director is not available, then the Assistant Physician Medical Director shall be required to fulfill all duties and responsibilities as set forth in the following paragraphs: D and E, including all subparagraphs 1-19. If there is a disagreement between an order and/or directive provided by the Physician Medical Director and the Assistant Physician Medical Director, the order and/or directive received from the Physician Medical Director shall stand and take precedence.

D. The Physician Medical Director shall be expected to devote an average of five (5) hours per week, fifty-two (52) weeks per year, to performing the services of this Agreement. Such hours shall include a weekly meeting with the EMS Chief and the paramedic shift supervisor(s). In addition, the Physician Medical Director shall be reasonably available to consult with BELLEVUE's Emergency Medical Services personnel as necessary.

E. The duties and responsibilities of the Physician Medical Director shall include, but not be limited to, the following:

1. Making recommendations concerning appropriate supplies and equipment to be carried by the Emergency Medical Service's ambulances and personnel as authorized by the Emergency Medical Service's license;
2. Establishing and approving written policies concerning sanitation and infection control in accordance with applicable laws and regulations and in coordination with the BELLEVUE Fire Department Infectious Disease Control Officer;
3. Establishing and approving written procedures for disposal of equipment and supplies identified by the manufacturer as single use or disposable;
4. Coordinating training and continuing education program(s) for the Emergency Medical Service's personnel;
5. Notifying the Nebraska Department of Health and Human Services Regulation and Licensure ("Department") of the name(s) of the licensed Emergency Medical Services personnel for which s/he is serving as the physician medical director;
6. Provide off-line medical direction services to include specification, review, and approval of the service protocols, quality improvement reviews, personnel evaluations for clinical fitness for duty/coverage by medical malpractice, advice to Bellevue Fire Department EMS regarding EMS and medical direction, and other mutually agreed upon duties.
7. Limiting the skills that each member of the Emergency Medical Service may perform until satisfied that the out-of-hospital emergency care provider has satisfactorily completed a training program for the skill;
8. Supervising the development of a medical quality control program for the



service in accordance with all applicable laws and regulations, including but not limited to, conducting an annual review of protocols and standing orders; medical care audits as determined necessary by the Physician Medical Director; continuing medical education for the Emergency Medical Services personnel and conducting yearly evaluations of all Emergency Medical Services personnel, continual review of treatment provided by Emergency Medical Services personnel, and evaluation of patient treatment in coordination with the area hospital emergency department physicians;

9. Ensuring that each written standing order and/or protocol is appropriate for the certification and skill level of each of the individuals to whom the performance of medical acts is delegated and authorized;

10. Assist the EMS Supervisor in setting up and evaluating a continuous quality improvement programs in accordance with the state and federal regulations.

11. Continually evaluating the competency of the Emergency Medical Service's personnel of the BELLEVUE's Emergency Medical Service, to operate a recording monitor/defibrillator, in accordance with all applicable laws and regulations.

12. Establishing procedures, protocols and policies for the distribution, storage, and security of medications and controlled substances utilized by the service;

13 Registering and managing all controlled substances that are utilized by BELLEVUE's Emergency Medical Service in accordance with state and federal statutes and regulations; including but not limited to, developing, implementing and maintaining comprehensive record keeping and security measures for controlled substances used or carried by BELLEVUE's Emergency Medical Service;

14. Maintaining liaison with other physicians, including the medical director and assistant medical director, of the BELLEVUE approved training program and the supervising physician(s) of BELLEVUE's Emergency Medical Service;

15. Inform the department in writing of any change in the BELLEVUE Emergency Medical Service operation;

16. Retaining ultimate authority and responsibility for monitoring and supervision, for establishing protocols, for standing orders and for the overall supervision of the medical aspects of the emergency medical service.

17. Assist in the coordination of research projects and their implementation to include the obtaining of grants.

18. Assist in the planning and implementation of new/expanded programs that promote the public welfare and the welfare of the agency's personnel.

## **II. COMPENSATION:**

1. BELLEVUE agrees to pay the sum of Thirty-Five Thousand and 00/100 dollars (\$35,000.00) per annum for the full and completed performance of the terms of this Agreement to UNMC. BELLEVUE and UNMC agree that if, during the term of this Agreement, this Agreement is terminated for any reason, payment shall be prorated to the date of termination.

2. The payment referred to in section II.A. (above) shall be payable in equal quarterly payments commencing January \_\_, 2019. Such payment shall be due no later than the 15th day of the month in which the payment is due. Any payments not made on or prior to the 15th day of the month in which the payment is due shall accrue interest at the rate of 1.5% per month.

3. Beginning on the first anniversary of this Agreement and continuing on each subsequent anniversary an annual inflationary adjustment of three and one-half percent (3.5%) shall be applied to the compensation provided for in paragraph II.1. above.

## **III. TERM AND TERMINATION:**

A. The term of this Agreement shall commence January \_\_, 2019, and remain in full force and effect for a period of one (1) year ending January \_\_, 2020. Thereafter, this Agreement shall automatically renew for additional terms of one (1) year unless and until either party provides at least sixty (60) days notice of its intent not to renew this Agreement.

B. This Agreement shall be terminated upon the happening of any of the following events:

1. By either party, upon thirty (30) days prior written notice to the other party, in the event the other party fails or refuses to perform any of its duties and responsibilities under this Agreement; provided, however, that in the event the failure is remedied within thirty (30) days after such notice is given, such notice shall be null and void and the Agreement shall continue in full force and effect;

2. By BELLEVUE, immediately upon written notice to UNMCP, in the event of:

(a) the limitation, suspension or loss of the Physician Medical Director's medical license or

(b) the conviction of Physician Medical Director of any felony or offense involving moral turpitude; or

3. Notwithstanding the above, either party may terminate this Agreement for any reason upon sixty (60) days written notice to the other party.

## **IV. PROFESSIONAL LIABILITY INSURANCE:**

UNMCP shall provide and maintain professional liability insurance coverage for the Physician

Medical Director and the Assistant Physician Medical Director, with total limits of \$1 million per claim and \$3 million aggregate coverage per year ("Professional Liability Insurance"), and UNMCP will provide a certificate of such Professional Liability Insurance to BELLEVUE upon request. UNMCP shall be responsible for payment of the premiums to maintain such Professional Liability Insurance in force. If such insurance is "claims made", an extended reporting endorsement ("Tail") for such Professional Liability Insurance shall be purchased in the event of the termination of the Physician Medical Director's services, and UNMC shall be responsible for and shall pay any such Tail insurance premium.

## **V. INDEPENDENT CONTRACTOR:**

A. UNMCP, the Physician Medical Director and Assistant Physician Medical Director (whether acting as an employee or through other contractual relationship with UNMC) shall act as independent contractors, in relation to BELLEVUE in the performance of their duties under this Agreement. The sole interest of BELLEVUE is to assure that the services shall be performed in a competent, efficient and satisfactory manner for the care and well-being of the patient population.

1. BELLEVUE will not treat Physician Medical Director or the Assistant Physician Medical Director as an employee of BELLEVUE for purposes of the Federal Insurance Contributions Act ("FICA"), the Social Security Act, the Federal Unemployment Tax Act ("FUTA"), the Medicare tax, income tax withholding, workers' compensation, unemployment insurance, life insurance, travel insurance, group insurance, disability insurance, death benefits, pension or profit sharing plans, or any other expense customarily paid by an employer with respect to an employee.

2. Physician Medical Director and the Assistant Physician Medical Director will not receive sick leave or vacation with pay from BELLEVUE.

B. Nothing in this Agreement shall be deemed to restrict in any way the prerogative and responsibility of Physician Medical Director and/or the Assistant Physician Medical Director to exercise independent medical judgment in all matters within the scope of Physician Medical Director's license and duties relative to the provision of services hereunder.

## **VI. GENERAL PROVISIONS:**

A. Severability. In the event that any word, phrase, clause, sentence, paragraph, section or other provision of this Agreement shall violate any applicable statute, ordinance or rule of law in any jurisdiction which governs this Agreement, such provision shall be ineffective to the extent of such violation without invalidating any other provision of this Agreement.

B. Construction of Agreement. The language in all parts of this Agreement shall in all cases be simply construed according to its fair meaning and not strictly for or against UNMCP, Physician Medical Director or BELLEVUE. The headings preceding each paragraph are for convenience only and shall not in any way be construed to affect the meaning of the paragraphs themselves.

C. Assignments Prohibited. Nothing in this Agreement shall be construed to permit assignment by BELLEVUE or UNMCP of any rights or duties under this Agreement and such assignment is expressly prohibited.

D. Hold Harmless. UNMCP agrees to accept and be responsible for its own acts or omissions, as well as the acts or omissions of its employees, in providing services under this Agreement and nothing in this Agreement shall be interpreted to place any such responsibility for professional acts or omissions onto BELLEVUE. UNMCP agrees to indemnify, defend and hold harmless BELLEVUE, its directors, officers, agents, and employees from and against all claims, actions or causes of actions, including attorney fees, arising out of UNMCP's services under this Agreement.

BELLEVUE similarly agrees to accept and be responsible for its own acts or omissions, as well as those acts or omissions of its employees, and nothing in this Agreement shall be interpreted to place any such responsibility onto UNMCP, the Physician Medical Director or the Assistant Physician Medical Director. BELLEVUE agrees to indemnify, defend and hold harmless UNMCP, its directors, officer, agents, and employees, including the Physician Medical Director or the Assistant Physician Medical Director, from and against all claims, actions or causes of actions, including attorney fees arising out of BELLEVUE's actions or services under this Agreement.

E. Notice. The following named individuals shall be the authorized representatives of the parties to this Agreement. Moreover, any notice required or permitted to be given under this Agreement shall be in writing, and shall be delivered personally, or sent by overnight courier service or by U.S. certified mail, return receipt requested, postage prepaid, to the authorized representatives at the address listed below:

If to BELLEVUE:  
City of Bellevue  
211 W. 22<sup>nd</sup> Ave.  
Bellevue, NE 68005  
Attn: Fire Chief

If to UNMC:  
UNMC Physicians  
Dept of Emergency Medicine  
981150 University of Nebraska Medical Center  
Omaha, Nebraska 68198-1150  
Attn: Department Chair

With a copy to: Nebraska Medicine  
Attn: Legal Department  
988176 Nebraska Medical Center  
Omaha, NE 68198-8176

F. Entire Agreement; Amendments; No Waiver. This Agreement contains the entire agreement between the parties with respect to the matters covered by this Agreement and supersedes all prior negotiations, agreements and employment agreements between the parties, whether oral or in writing. This Agreement may not be amended, altered or modified except by written agreement signed by the parties. No provision of this Agreement may be waived except by an agreement in writing signed by the waiving party. A waiver of any term or provision shall not be construed as a waiver of any other term or provision.

G. Equal Opportunity. The parties hereto shall not discriminate against any patient or employee because of race, color, handicap, age or national origin nor shall there be any such discrimination in the employment practices and personnel policies of either party.

Refusal by UNMC or any subcontractor to comply with any portion of this program as therein stated and described will subject the offending party to refusal of all future bids for any contracts with BELLEVUE or any of its departments or divisions until such time as UNMCP or subcontractor demonstrates that s/he has established and shall carry out the policies of the program as herein outlined.

H. Government Access to Records. In accordance with 42 U.S.C. Section 1395x(v)(1) and 42 C.F.R. Section 402.300-402.304, UNMCP agrees that it will provide to the extent allowable by the law the Secretary of Health and Human Services and the Comptroller General access to the Agreement between UNMCP and BELLEVUE, and to such of UNMCP's books, documents and records necessary to verify the cost of services performed until the expiration of four (4) years after the services are furnished. Such access shall be provided upon written request from the Secretary of Health and Human Services or the Comptroller General or their authorized representatives. If UNMCP carries out any of the duties of this Agreement through a subcontract, with a value or cost of \$10,000 or more over a twelve-month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary of the federal Department of Health and Human Services or upon request to the Comptroller General of the United States, or any of their duly authorized representatives, the subcontract, any books, documents and records of such organization that are necessary to verify the nature and extent of the cost of services provided pursuant to said subcontract.

I. HIPAA Compliance. UNMCP acknowledges that BELLEVUE is bound by law to have written agreements with its business partners who may have access to patient information requiring compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the rules and regulations promulgated thereunder. Accordingly, UNMCP shall execute the Agreement attached hereto as Exhibit A. Failure by UNMCP to comply with this provision shall result in immediate and automatic termination of the Agreement without penalty or cost to BELLEVUE.

J. Authority. The persons signing below have the right and authority to execute this Agreement for their respective entities and no further approvals are necessary to create a binding Agreement.

K. Confidentiality. Neither party to this Agreement nor their employees or agents, shall disclose to any unauthorized person any confidential information received in the course of the association created through this Agreement.

L. Applicable Law. Parties to this Agreement shall comply with all existing and applicable city ordinances, resolutions, state laws, federal laws, and all existing and applicable rules and regulations. Nebraska law will govern the terms and performance of this Agreement.

M. Interest of UNMCP. UNMCP covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict with the performance of services required to be performed under this Agreement. UNMCP further covenants that it shall not employ or contract with any person having any such interest in the performance of this Agreement.

N. Strict Compliance. All provisions of this Agreement and each and every document that shall be attached shall be strictly complied with as written, and no substitution or change shall be made except upon written direction from an authorized representative of both parties.

## **VII. MISCELLANEOUS PROVISIONS**

A. The Physician Medical Director and Assistant Physician Medical Director shall be furnished with turn out gear including current fire standard jacket, pants, boots, nomex hood, gloves, and helmet to provide personal protection while on a potentially hazardous scene. The Physician Medical Director and Assistant Physician Medical Director understand that they will only operate in EMS functions.

B. The Physician Medical Director and Assistant Physician Medical Director shall be furnished a digital handheld radio capable of receiving and transmitting as well as monitoring of dispatch, fireground, and hospital channels.

C. The Physician Medical Director and Assistant Physician Medical Director will be allowed to train with EMS providers in the areas of confined space, trench rescue, extrication, and hazmat operations as well as regularly scheduled EMS training in order to develop or revise specialized EMS protocols and standing orders for the Bellevue Fire Department.

D. The Physician Medical Director and Assistant Physician Medical Director shall be issued two (2) duty collared shirts.

E. The Physician Medical Director and Assistant Physician Medical Director shall have rights to operate a response vehicle designated by the Fire Chief after showing completion of an approved DOT CEVO course.

F. The Physician Medical Director and Assistant Physician Medical Director shall receive orientation with personal protective equipment, communication equipment, and other agency-issued supplies.

## **VIII. NEW EMPLOYEE WORK ELIGIBILITY STATUS**

UNMCP is required and hereby agrees to use a federal immigration verification system to determine the work eligibility stats 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.

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

UNMC Physicians

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

Name: \_\_\_\_\_

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

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

City of Bellevue

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

Name: \_\_\_\_\_

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

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



**NOTICE OF PRIVACY PRACTICES  
FOR PROTECTED HEALTH INFORMATION**  
[45 CFR 164.520]

**Background**

The HIPAA Privacy Rule gives individuals a fundamental new right to be informed of the privacy practices of their health plans and of most of their health care providers, as well as to be informed of their privacy rights with respect to their personal health information. Health plans and covered health care providers are required to develop and distribute a notice that provides a clear explanation of these rights and practices. The notice is intended to focus individuals on privacy issues and concerns, and to prompt them to have discussions with their health plans and health care providers and exercise their rights.

**How the Rule Works**

**General Rule.** The Privacy Rule provides that an individual has a right to adequate notice of how a covered entity may use and disclose protected health information about the individual, as well as his or her rights and the covered entity's obligations with respect to that information. Most covered entities must develop and provide individuals with this notice of their privacy practices.

The Privacy Rule does not require the following covered entities to develop a notice:

- Health care clearinghouses, if the only protected health information they create or receive is as a business associate of another covered entity. See 45 CFR 164.500(b)(1).
- A correctional institution that is a covered entity (e.g., that has a covered health care provider component).
- A group health plan that provides benefits only through one or more contracts of insurance with health insurance issuers or HMOs, and that does not create or receive protected health information other than summary health information or enrollment or disenrollment information.

See 45 CFR 164.520(a).

**Content of the Notice.** Covered entities are required to provide a notice in *plain language* that describes:

- How the covered entity may use and disclose protected health information about an individual.
- The individual's rights with respect to the information and how the individual may exercise these rights, including how the individual may complain to the covered entity.
- The covered entity's legal duties with respect to the information, including a statement that the covered entity is required by law to maintain the privacy of protected health information.
- Whom individuals can contact for further information about the covered entity's privacy policies.

The notice must include an effective date. See 45 CFR 164.520(b) for the specific requirements for developing the content of the notice.

A covered entity is required to promptly revise and distribute its notice whenever it makes material changes to any of its privacy practices. See 45 CFR 164.520(b)(3), 164.520(c)(1)(i)(C) for health plans, and 164.520(c)(2)(iv) for covered health care providers with direct treatment relationships with individuals.

#### Providing the Notice.

- A covered entity must make its notice available to any person who asks for it.
- A covered entity must prominently post and make available its notice on any web site it maintains that provides information about its customer services or benefits.
- *Health Plans* must also:
  - ▶ Provide the notice to individuals then covered by the plan no later than April 14, 2003 (April 14, 2004, for small health plans) and to new enrollees at the time of enrollment.
  - ▶ Provide a revised notice to individuals then covered by the plan within 60 days of a material revision.
  - ▶ Notify individuals then covered by the plan of the availability of and how to obtain the notice at least once every three years.
- *Covered Direct Treatment Providers* must also:

- ▶ Provide the notice to the individual no later than the date of first service delivery (after the April 14, 2003 compliance date of the Privacy Rule) and, except in an emergency treatment situation, make a good faith effort to obtain the individual's written acknowledgment of receipt of the notice. If an acknowledgment cannot be obtained, the provider must document his or her efforts to obtain the acknowledgment and the reason why it was not obtained.
  - ▶ When first service delivery to an individual is provided over the Internet, through e-mail, or otherwise electronically, the provider must send an electronic notice automatically and contemporaneously in response to the individual's first request for service. The provider must make a good faith effort to obtain a return receipt or other transmission from the individual in response to receiving the notice.
  - ▶ In an emergency treatment situation, provide the notice as soon as it is reasonably practicable to do so after the emergency situation has ended. In these situations, providers are not required to make a good faith effort to obtain a written acknowledgment from individuals.
  - ▶ Make the latest notice (i.e., the one that reflects any changes in privacy policies) available at the provider's office or facility for individuals to request to take with them, and post it in a clear and prominent location at the facility.
- A covered entity may e-mail the notice to an individual if the individual agrees to receive an electronic notice.

See 45 CFR 164.520(c) for the specific requirements for providing the notice.

#### Organizational Options.

- Any covered entity, including a hybrid entity or an affiliated covered entity, may choose to develop more than one notice, such as when an entity performs different types of covered functions (i.e., the functions that make it a health plan, a health care provider, or a health care clearinghouse) and there are variations in its privacy practices among these covered functions. Covered entities are encouraged to provide individuals with the most specific notice possible.
- Covered entities that participate in an organized health care arrangement may choose to produce a single, joint notice if certain requirements are met. For example, the joint notice must describe the covered entities and the service

delivery sites to which it applies. If any one of the participating covered entities provides the joint notice to an individual, the notice distribution requirement with respect to that individual is met for all of the covered entities. See 45 CFR 164.520(d).

### **Frequently Asked Questions**

To see Privacy Rule FAQs, click the desired link below:

**[FAQs on Notice of Privacy Practices](#)**

**[FAQs on ALL Privacy Rule Topics](#)**

(You can also go to [http://answers.hhs.gov/cgi-bin/hhs.cfg/php/enduser/std\\_alp.php](http://answers.hhs.gov/cgi-bin/hhs.cfg/php/enduser/std_alp.php), then select "Privacy of Health Information/HIPAA" from the Category drop down list and click the Search button.)

UNMC Physicians

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

Name: \_\_\_\_\_

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

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

City of Bellevue

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

Name: \_\_\_\_\_

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

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

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16d  
4-8-19

COUNCIL MEETING DATE:	4/08/2019	AGENDA ITEM TYPE:	
SUBMITTED BY:  Jeff Roberts, Public Works Director		SPECIAL PRESENTATION	<input type="checkbox"/>
		LIQUOR LICENSE	<input type="checkbox"/>
		ORDINANCE	<input type="checkbox"/>
		PUBLIC HEARING	<input type="checkbox"/>
		RESOLUTION	<input type="checkbox"/>
		CURRENT BUSINESS	<input checked="" type="checkbox"/>
		OTHER (SEE CLERK)	<input type="checkbox"/>

SUBJECT:

South Lift Station Evaluation Project

SYNOPSIS:

Request approval of a Short Form Agreement with HDR Engineering, Inc. for professional services for the South Lift Station Evaluation Project.

FISCAL IMPACT:

\$9,970

BUDGETED ITEM: ☐ YES ☒ NO

PROJECT # & TRACKING INFORMATION:

20-7000 WW - Possible funding by FEMA for mitigation from future flooding

RECOMMENDATION:

Request approval of a Short Form Agreement with HDR Engineering, Inc. for professional services for the South Lift Station Evaluation Project and authorize the Mayor to sign the Project Agreement not to exceed \$9,970.

BACKGROUND:

The Short Form Agreement with HDR Engineering, Inc. will be to provide professional services related to the South Lift Station. The South Lift Station was inundated by flood waters and has been rendered inoperable. The city is looking to move the new pump station to a location that is beyond the risk of flooding. The complete Scope of Services is outlined in Exhibit A.

ATTACHMENTS:

1 Short Form Agreement

2

3

4

5

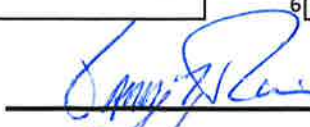

6

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:


**SHORT FORM AGREEMENT BETWEEN OWNER AND  
HDR ENGINEERING, INC. FOR PROFESSIONAL SERVICES**

**THIS AGREEMENT** is made as of this \_\_\_\_\_ day of April, 2019, between City of Bellevue, Nebraska ("OWNER") a municipal corporation, with principal offices at 1510 Wall Street, Bellevue, NE 68005, and HDR ENGINEERING, INC., ("ENGINEER") a Nebraska corporation, with principal offices at 1917 S. 67<sup>th</sup> Street, Omaha, Nebraska, 68106 for services in connection with the project known as Bellevue South Lift Station Evaluation ("Project");

**WHEREAS**, OWNER desires to engage ENGINEER to provide professional engineering, consulting and related services ("Services") in connection with the Project; and

**WHEREAS**, ENGINEER desires to render these Services as described in SECTION I, Scope of Services.

**NOW, THEREFORE**, OWNER and ENGINEER in consideration of the mutual covenants contained herein, agree as follows:

**SECTION I. SCOPE OF SERVICES**

ENGINEER will provide Services for the Project, which consist of the Scope of Services as outlined on the attached Exhibit A.

**SECTION II. TERMS AND CONDITIONS OF ENGINEERING SERVICES**

The "HDR Engineering, Inc. Terms and Conditions for Professional Services," which are attached hereto in Exhibit B, are incorporated into this Agreement by this reference as if fully set forth herein.

**SECTION III. RESPONSIBILITIES OF OWNER**

The OWNER shall provide the information set forth in paragraph 6 of the attached "HDR Engineering, Inc. Terms and Conditions for Professional Services."

**SECTION IV. COMPENSATION**

Compensation for ENGINEER'S services under this Agreement shall be on the basis of Direct Labor Costs times a factor of 3.18 for the services of ENGINEER'S personnel engaged on the Project, plus Reimbursable Expenses, with a not to exceed amount of \$9,970.

The amount of any sales tax, excise tax, value added tax (VAT), or gross receipts tax that may be imposed on this Agreement shall be added to the ENGINEER'S compensation as Reimbursable Expenses.

Compensation terms are defined as follows:

Direct Labor Cost shall mean salaries and wages, (basic and overtime) paid to all personnel engaged directly on the Project. The Direct Labor Costs and the factor applied to Direct Labor Costs will be adjusted annually as of the first of every year to reflect equitable changes to the compensation payable to Engineer.

Reimbursable Expense shall mean the actual expenses incurred directly or indirectly in connection with the Project for transportation travel, subconsultants, subcontractors, technology charges, telephone, telex, shipping and express, and other incurred expense. ENGINEER will add ten percent (10%) to invoices received by ENGINEER from subconsultants and subcontractors to cover administrative expenses and vicarious liability.

## **SECTION V. PERIOD OF SERVICE**

Upon receipt of written authorization to proceed, ENGINEER shall perform the services as follows:

Notice to Proceed:	April 9, 2019
Draft Memorandum:	April 30, 2019

Unless otherwise stated in this Agreement, the rates of compensation for ENGINEER'S services have been agreed to in anticipation of the orderly and continuous progress of the project through completion. If any specified dates for the completion of ENGINEER'S services are exceeded through no fault of the ENGINEER, the time for performance of those services shall be automatically extended for a period which may be reasonably required for their completion and all rates, measures and amounts of ENGINEER'S compensation shall be equitably adjusted.

## **SECTION VI. SPECIAL PROVISIONS**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

CITY OF BELLEVUE, NEBRASKA

"OWNER"

BY: \_\_\_\_\_

NAME: Rusty Hike

TITLE: Mayor

ADDRESS: 1500 Wall Street  
Bellevue, NE 68005



HDR ENGINEERING, INC.  
"ENGINEER"

BY:

  
\_\_\_\_\_

NAME:

Ron Sova, P.E.

TITLE:

Senior Vice President

ADDRESS:

1917 S. 67<sup>th</sup> Street  
Omaha, NE 68106

**EXHIBIT A**  
**SCOPE OF SERVICES**

**PART 1.0 PROJECT DESCRIPTION:**

The South Bellevue Lift Station was inundated in March, 2019 by flood waters and rendered inoperable.

The Scope of Work is the preliminary evaluation of a new pump station at a location that is beyond the risk of flooding. The evaluation will address the initial pump station sizing and layout; costs; property acquisition; operations; connections for the south service area; and connections to the existing force main. The evaluation will be based on the recommendations provided in the HDR South Pump Station Report dated December 5, 2017 for the sizing of the pumps, wet well, and force main.

A subsequent contract amendment will address the final design, bidding services, and construction phase services for the project.

**Key Understandings:**

1. All travel will be in proximity to the City of Bellevue, Nebraska.
2. All meetings and presentations will be at the City Engineer's office or City administrative offices.
3. OWNER will provide for access to the selected lift station location for location evaluation.
4. The lift station sizing will be based on the South Pump Station Report.
5. The proposed new lift station will be located approximately south and west of 33<sup>rd</sup> and Jackson Street.
6. The proposed new lift station will connect to the existing dual force mains.
7. The report will address the service area that can no longer be served by gravity to the relocated station. The area may need to be served by a small lift station and force main.
8. The scope of work does not include wetland delineation, survey, geotechnical investigation, final design, land acquisition, or construction phase services.

**PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER**

**Task Series 100 – Preliminary Design Report**

**Objective:** Preparation preliminary design report evaluating new lift station location.

**HDR Activities** **110 – Kickoff Meeting/Data Collection**

- Receive and assemble available project data.
- Establish design parameters and assumptions.

- Develop list of required design information needed from OWNER.
- Attend one meeting on site with OWNER to review list of needed information.
- The meeting will address lift station location, new pigging station locations, and points of connection for the force main; small lift station location; controls; electrical connections; and access.
- Summarize and distribute meeting notes.

#### **120 – Field Investigation**

- Drive selected route.

#### **130 – Development of Preliminary Design Report**

- Evaluate the anticipated sewer flows for the proposed lift station.
- Complete flow calculations for the proposed lift station and force mains.
- Evaluate the potential future connections and flows.
- Conceptual sizing of the pump station and force main including pumps, wet well, and controls.
- Prepare preliminary opinion of probable project cost.
- Prepare draft design memorandum for review.

#### **140 – Submittal and Review Meeting**

- Submit three sets of memorandum summarizing findings to the OWNER for review.
- Attend one review meeting.
- Summarize and distribute the meeting notes.
- Incorporate the review comments and finalize the memorandum

**Deliverables:** Kickoff Meeting notes  
Draft design memorandum  
Final design memorandum

### **PART 3.0 OWNER'S RESPONSIBILITIES:**

1. Access to the existing lift station and the selected new lift station location for evaluation.
2. Information on existing property ownership and easements.
3. Provide access to pump station and open equipment as necessary.

**EXHIBIT B**  
**TERMS AND CONDITIONS**

# HDR Engineering, Inc.

## Terms and Conditions for Professional Services

### 1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

### 2. INSURANCE/INDEMNITY

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. If flying an Unmanned Aerial System (UAS or drone), ENGINEER will procure and maintain aircraft unmanned aerial systems insurance of \$1,000,000 per occurrence. OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for third party personal injury and property damage claims to the extent caused by ENGINEER's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; and/or fines or penalties), loss of profits or revenue arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract.

### 3. OPINIONS OF PROBABLE COST (COST ESTIMATES)

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

### 4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. OWNER agrees to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

### 5. CONTROLLING LAW

This Agreement is to be governed by the law of the state where ENGINEER's services are performed.

### 6. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any

OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

### 7. SUCCESSORS, ASSIGNS AND BENEFICIARIES

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other. No third party beneficiaries are intended under this Agreement.

### 8. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

### 9. TERMINATION OF AGREEMENT

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice to the other party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

### 10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

### 11. INVOICES

ENGINEER will submit monthly invoices for services rendered and OWNER will make payments to ENGINEER within thirty (30) days of OWNER's receipt of ENGINEER's invoice.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date OWNER receives ENGINEER's invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

## **12. CHANGES**

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

## **13. CONTROLLING AGREEMENT**

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

## **14. EQUAL EMPLOYMENT AND NONDISCRIMINATION**

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

## **15. HAZARDOUS MATERIALS**

OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or

near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

## **16. EXECUTION**

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and OWNER, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

## **17. ALLOCATION OF RISK**

**OWNER AND ENGINEER HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING ENGINEER'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS, SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF ENGINEER (AND ITS RELATED CORPORATIONS, SUBCONSULTANTS AND EMPLOYEES) TO OWNER AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE LESSER OF \$1,000,000 OR ITS FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF ENGINEER'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY.**

## **18. LITIGATION SUPPORT**

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

## **19. NO THIRD PARTY BENEFICIARIES**

No third party beneficiaries are intended under this Agreement. In the event a reliance letter or certification is required under the scope of services, the parties agree to use a form that is mutually acceptable to both parties.

## **20. UTILITY LOCATION**

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the OWNER's property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The OWNER agrees to waive any claim against ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.

## **21. UNMANNED AERIAL SYSTEMS**

If operating UAS, ENGINEER will obtain all permits or exemptions required by law to operate any UAS included in the services. ENGINEER's operators have completed the training, certifications and licensure as required by the applicable jurisdiction in which the UAS will be operated. OWNER will obtain any necessary permissions for ENGINEER to operate over private property, and assist, as necessary, with all other necessary permissions for operations.

- Usual payroll duties including all Admin Leave and Comp time Banks  
Very busy with all overtime conversions and pay outs for CEA members.  
Usual figuring of all FLSA overtime for Fire Dept.  
Paying banks for union dues  
All other usual payroll duties.

Submitted by  
Jeanne Huelskamp

- Specialized Transportation traveled 2,465 Miles with 378 passengers and the office registered 4 new clients the last two weeks.
- Human Service Manager assisted with 6 cases of financial assistance and has attended 8 community meetings. The HS manager also kept FMLA cases organized during payroll and assisted with coving the Specialized Transportation Dispatch duties.

## MEMORANDUM

**To:** Ashley Decker, HR Manager  
**From:** Cathey Rabbass, HR Coordinator and Michelle Bagby, Personnel Technician  
**Date:** April 2, 2019  
**bject:** Activity Report - Personnel Division

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 February 22, March 8, March 22 and April 5th	
Processed Address Changes – 9	Name Change - 0
Travel & Training Requests Processed 39	Narratives Received - 9
Recorded Performance Evaluations 13	Verifications of Employment – 6

**Applicants/Recruitment:** Advertise AEO I & AEO II Street, Librarian II HAS, Planning Assistant, Street Sign/Signal Technician, Seasonal Recreation, Seasonal Parks

Regret letters for Deputy City Clerk.

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

4 - Full Time Exit  
5 – Full Time Benefit Orientation  
1 - Promotion



- 0 – Return from Leave
- 0 – Transfer
- 1 –Leave of Absence
- 6 - Resignations/Terminations

**Benefit Administration:**

COBRA Notices – 4

Retirement Enrollment/Rollovers - 4

Retirement Payout/Withdrawal -

Processed 457 Transfers/Enrollments/Changes - 3

Beneficiary Changes - 1

QDRO - 0

Processed New or changes to Principal Loan – 1

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 corrected 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.

Audited and sent to finance for payment the EBS bill

Audited and sent to finance for payment the AFLAC bill

Updating all files and data base with new LTD amounts and creating census for monthly billing 2019

Auditing all beneficiaries for retirement and life ongoing

Performed Quarterly Random Drug and Alcohol Testing for all CDL required drivers

**Payroll Administration:**

Prep, E-Verify and Process New Hires - 5

Background Checks - 5

Medical Testing for New Employees - 5

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 – 10

Audited wellness incentives and corrected discrepancies

**Reports:**

Prepared Activity Report for HR Manager

Participated in Survey for City of Dubuque

Participated in Survey for City of Fremont

**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

Prepare orientation packets & manuals for new employees.

Continuous auditing benefit deductions for new payroll software

**Training:** Benefit Issues for the Modern Family; Labor Law Update; Recent Guidance Affecting Pay Practices

**Civilian Retirement Committee:** Coordinating with DC Retirement Strategies schedules for annual educational training.



## City of Bellevue

Office of the City Clerk

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

April 8, 2019

From: Susan Kluthe, City Clerk

RE: Information for Administration Report

- Notice of Sale and Remonstrance for property sold to Kim Albert Howley (Published - 03.06, 03.13, & 03.20); Notice of Sale and Remonstrance for property sold to Jack & Tracey Jones (Published – 03.13, 03.20, & 03.27); Ordinance No. 3938 (Published – 03.27); Completion of Proceedings, Claims, and Notice of Meeting, (Published - 4.03.19)
- Completion of Minutes of 3.25.19 Council Meeting
- Attended Agenda Meeting/Director Meeting 4.03.19
- Posting of agenda for 4.04.19 Council Meeting
- Preparation of Council Packet and put on City of Bellevue & Sparq websites for the 4.04.19 Council Meeting
- Working on organizing office and filing of documents
- April 1<sup>st</sup> was the deadline for Fireworks Distributor License (received 4)
- April 3<sup>rd</sup> Applications for Retail Sale of Fireworks Licenses become available
- Unpaid pet licenses (1)
- Waste Haulers Licenses (2 have paid)
- Unpaid Vender fees for Annual Occupation Tax Stickers (8)
- Liquor License Renewal Payments continue to come in for all Non-Class “C” license holders – May 1<sup>st</sup> new licenses become effective – Current licenses expire April 30th
- Updating Contract Management Records with contracts, agreements, etc. & filing
- Shirley Harbin has been hired as the Deputy City Clerk – She has been a huge asset to the office. I believe we will make an excellent team in getting the office organized and running efficiently.
- Day to day tasks, as usual.





## CITY OF BELLEVUE FINANCE DEPARTMENT

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

### Bellevue Finance Department Status Report April 8, 2019

#### **ACCOUNTING AND FINANCE**

- Treasury management; Deposit confirmations, Researched undocumented cash receipts
- Issued payments for approved expenses
- Payroll downloads / imported into Abila
- Adjusted rights to approve use in Abila system
- Data Entry of Journal Entries for department
- Authorized CDBG reimbursement
- Researched bills on minute record
- Paid bills online as approved/requested
- Worked on o/s EBS checks
- Worked on clearing o/s a/p checks
- AP Review
- Rescue Fees
- Lease entries
- Monthly tax reports
- Retrieved document for and answered March financial questions for departments
- Started forecast work for 2<sup>nd</sup> quarter
- Booked various cash receipts
- Monthly allocations to departments for fuel, fleet and postage, office supplies, janitorial supplies

#### **CDBG:**

- Continued work on the 2019 Action Plan draft.
- Answered questions and researched activity eligibility for proposed CDBG applications.
- Completed final Substantial Amendment to the 2018 Action Plan and submitted to HUD through IDIS.
- Prepared for HUD Environmental Training by reviewing all necessary regulations and completing webinars.
- Participated in HUD conference call regarding utilizing CDBG funds for disaster assistance and reviewed guidance provided.

## **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
- Conferred with legal, employees, and insurance carrier on liability claims/lawsuits
- Flood damage mitigation meetings daily
- Met with insurance adjusters to begin processing flood damage claims
- Helped coordinate vaccinations to staff involved in flood cleanup
- Ordered and delivered specific flood cleanup PPE to all staff involved in flood cleanup
- Worked on ADA updates/transition plan for ADA committee
- Conducted all duties associated with surplus equipment auction
- Total Surplus Sales as of today: \$335,850.51

Respectfully submitted,

Rich Severson  
Finance Director, City of Bellevue



## City of Bellevue

### Fire Department

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

## Bellevue Fire Department Council Report

Report Date 4/3/2019

### A. General Items:

- QA/QI
- We have administered 75 Tdap shots to City employees.
- Attending the Sarpy EOC meetings
- Attending Bellevue EOC meetings
- Captain Schuster assisting with IAP's ,202 and 204 flood documentation.
- Working on performance management sheets.

### B. Training:

- Training hours for NREMT were entered into the training database. Deadline was 03/31/19
- NIOSH reviews
- Ground ladder review
- Ventilation review
- Hazmat decontamination review
- Plant tour MUD water plant.
- Assisting Offutt Fire moving into District 4.
- Assisting with police surveillance camera repair.
- Providing radios to Salvation Army and Nation Guard for flood.

### C. Inspections:

- Birchcrest School life safety update plan review.
- Loving homes service fire sprinkler plan review.
- Wolf Creek Apartment plan review.



## City of Bellevue

### Fire Department

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

#### **D. Calls: March 20<sup>th</sup> through April 2nd**

Fire — 60

Rescue - 141

#### **E. Ambulance Billing**

##### **March 1-31, 2019**

\$ 165,899.50 has been billed out to insurance companies (212 insurance claims)

<\$ 74,654.78 >approximate amount we will have to write off due to mandatory adjustments/write-offs  
(45% of \$165,899.50)

**\$ 91,244.72** is the anticipated, approximate net revenue from these insurance billings

##### **Deposited into Bank:**

**\$ 82,048.65** deposited into the bank March 1-31, 2019.

**2801.29** in Credit/Debit card payments for March 1-31, 2019.

**\$ 84,849.94 TOTAL** March 1-31, 2019 rescue fee revenue

##### **Statement Billing:**

257 statements were mailed to patients for unpaid account balances.

These statements totaled \$113,100.05.

This is money owed the City from patients who have balances on their accounts after their insurance has paid **OR** patients who are self-pay.







## City of Bellevue

### Fire Department

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

#### F. Manpower Report Staffing

##### Staffing Report from 3/18/2019 through 3/24/2019

Monday	AM	E-1,21,41	3-Person	EMS OOS
Monday	PM	Full		
Tuesday	AM	E-1	3-Person	
Tuesday	PM	Full		
Wednesday	AM	E-41	3-Person	
Wednesday	PM	Full		
Thursday	AM	Full		
Thursday	PM	E-41	3-Person	
Friday	AM	E-1, T21, E31	3-Person	
Friday	PM	T21, E41	3-Person	
Saturday	AM	E21,41	3-Person	
Saturday	PM	E-21	3-Person	
Sunday	AM	E-31	3-Person	
Sunday	PM	Full		

##### Staffing Report from 3/25/2019 through 3/31/2019

Monday	AM	E-21	3-Person	
Monday	PM	Full		
Tuesday	AM	E-1	3-Person	
Tuesday	PM	Full		
Wednesday	AM	T-21	3-Person	
Wednesday	PM	Full		
Thursday	AM	E-41	3-Person	
Thursday	PM	Full		
Friday	AM	E-41	3-Person	
Friday	PM	Full		
Saturday	AM	E-1,T-2131 ,41	3- Person	EMS OOS
Saturday	PM	E-1,31,41	3- Person	
Sunday	AM	T-21	3-Person	E-1 OOS
Sunday	PM	Full		



## City of Bellevue

### Bellevue Public Library

1003 Lincoln Road • Bellevue, Nebraska 68005 • (402) 293-3157

## Memo

**To:** Jim Ristow, City Administrator

**From:** Julie Dinville, Library Director

**Date:** 3/26/2019

- Children's Librarian Michelle Bullock attended the Bellaire Elementary Greatest Literacy Night on Earth event on March 14. She shared information on children's programs at the Bellevue Public Library, many of which are centered around childhood literacy, as well as handed out library brochures and calendars for activities at the library for all ages.
- Library Director Julie Dinville attended a meeting of the Sarpy County library directors in Papillion on March 20. The libraries worked together last year to host an author event at the Beardmore Event Center. The directors discussed options for hosting another shared event, probably for August 2019. Possible venues and author guests were discussed.
- A task force reviewing the Bellevue Public Library Advisory Board's policies, made up of Library Director Dinville and three members of the Advisory Board, met March 20. The task force will be meeting throughout the year to review policies to consider possible changes to reflect current operations and conditions.
- The Bellevue Public Library Advisory Board held their monthly meeting on March 20. The Board welcomed Barbara Van Wassenhoven as a new member. She is fulfilling a vacancy of an unexpired term to June 2021. The Board also heard an overview of the 2019 Adult Library Program from Frankie Hannan, Head of Adult Services, reviewed proposed bylaws changes, and heard an update on the Feb. 26 presentation on the site feasibility assessment to the Bellevue City Council.
- Thirty-four children and family members attended the LEGO Club held at the library on March 23. Families worked together with great teamwork to build LEGO creations. The library provides thousands of LEGOs and Mega Bloks for use by those attending the club. LEGO Club is offered one Monday afterschool and one Saturday each month.



## City of Bellevue

### Bellevue Public Library

1003 Lincoln Road • Bellevue, Nebraska 68005 • (402) 293-3157

## Memo

**To: Jim Ristow, City Administrator**

**From: Julie Dinville, Library Director**

**Date: 4/02/2019**

- The Bellevue Public Library is working with Bellevue East High School to place one B.E.S.T. (Bellevue East Student Training) student at the library in the second half of this semester. The student has been working with Circulation Manager Martha Ruff for the past few weeks on various tasks, including checking in materials, "dressing" shelves, light cleaning and other activities. He will be working at the library an hour each day through the end of the semester.
- The Bellevue Public Library will be hosting their annual appreciation luncheon for volunteers on Monday, April 8. The potluck luncheon gives the library an opportunity to thank its many volunteers for all that they do for the library. Volunteer Coordinator Linda Hanson is organizing the event.
- A first meeting of a task force to look at possible renovation/addition to the current library building at 1003 Lincoln Road was held on Thursday, March 28, at City Hall. Task Force members attending included Jim Ristow, City Administrator, Jeff Roberts, Public Works Director, Kathy Welch, City Council Member, Julie Dinville, Library Director, Sandra Astleford, Assistant Library Director, John Seyfarth, Bellevue Public Library Advisory Board President, Marti Noden, Friends of the Bellevue Public Library President, Lupe Mier, Bellevue Library Foundation Treasurer, and Leland Jacobson, Planning Commission. The task force discussed working on a request for a proposal regarding a renovation/addition project.
- The 2019 Adult Library Program is underway at the Bellevue Public Library, running April 1 through May 11. This year's theme is "A Universe of Stories." Participants read or listen to any adult/young adult level books (including OverDrive and RBDigital titles) and fill in title slips to be used for weekly and grand prize drawings. Drawing slips are also awarded for each event attended. Grand prizes this year include a \$50 gift card to Walmart; two Kindle Fire HD8 tablets; a Star Wars Millennium Falcon drone; and a Star Trek USS Enterprise drone. The Adult Library Program is made possible through partnerships with the Bellevue Library Foundation and the Friends of the Bellevue Public Library.

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## INTEROFFICE MEMORANDUM

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**TO:** JIM RISTOW  
**FROM:** CHIEF ELBERT  
**SUBJECT:** DIRECTORS BRIEF  
**DATE:** 4/3/2019

We continue to staff checkpoints at Green Acres and Paradise Lake.

Participating at meetings of the Sarpy County Emergency Operations Center.

Detective Roy Howell was recognized as the Bellevue Police Department's Officer of the Year at the annual awards banquet held March 30<sup>th</sup>.

Detective Howell has also been invited by Homeland Security Investigations to be part of a task force focused on child pornography, human trafficking and on-line enticement.

We are holding a drug take back event in the parking lot of 1510 Wall St. on Saturday, April 27<sup>th</sup> from 10:00 AM to 2:00 PM.

We are exploring upgrade options for several computers which are still operating on Windows 7. This is a mandate for computers with access to very sensitive law enforcement data and information which we must operate on Windows 10.

Promotional testing for the rank of Sgt. will be held this month to include a written test and an assessment center.

## **Dave Stukenholtz**

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**From:** Angela Curry  
**Sent:** Monday, April 01, 2019 9:29 AM  
**To:** Mark Elbert; Dave Stukenholtz  
**Cc:** Angela Curry; Ed Foreman  
**Subject:** Weekly Stats

CE1 – Tuesday March 26, 2019 thru Friday March 29, 2019

CE2 – Monday March 25, 2019 thru Wednesday March 27, 2019; Friday March 29, 2019

CE3 – Monday March 25, 2019; Wednesday March 27 thru Friday March 29, 2019

Calls – 185

Notices:

Zoning – 4

Nuisance – 51

Clean Ups - 0

Tree Removal – 0

Certified Notices – 2

Officer Initiated – 27

Towed Vehicles – 3

Red Tags – 7

Snow Notices – 0

Angela Curry  
Bellevue Police Department  
Code Enforcement Technician  
402-293-1403



## City of Bellevue

Office of the Planning Department

**To:** Mayor Hike  
City Council  
City Administrator Jim Ristow  
**From:** Chris Shewchuk, Planning Director *CS*  
**Date:** April 3, 2019  
**Subject:** Department comments for Administration Report

The second of two annexation proposals for unincorporated areas will be on the Planning Commission agenda for public hearing for the April 25<sup>th</sup> meeting. The first proposal was recommended for approval by the Planning Commission and will have City Council public hearing on April 22<sup>nd</sup>.

The Planning Department continues to review SIDs for annexation in conjunction with the Finance Department. An SID annexation package will be developed in the very near future for presentation to the Planning Commission and City Council.

The next meeting of the Planning Commission will be on April 25<sup>th</sup>. In addition to the annexation proposal, the agenda will include a Conditional Use Permit for auto sales on Galvin Road North.

We are in the process of filling the Planning Assistant position which became vacant with Shirley's move to the Clerk's office. The application period ends April 8.

I have attended several meetings in response to the flooding situation the City is currently experiencing.

Tammi attended the Bellevue Chamber Economic Development Committee meeting.

I met with the City Attorney and other staff regarding the placement of small cell infrastructure in the City right-of-way.

The building permit for the Wolf Creek Apartments has been submitted, it is currently under review.