

Bellevue City Council Meeting +++Amended Agenda+++

Tuesday, December 17, 2019 6:00 PM

Bellevue City Hall

1500 Wall Street

Bellevue, NE 68005

1. PLEDGE OF ALLEGIANCE

2. INVOCATION - Rev. Dr. Mike Elliott, First Presbyterian Church, 1220 Bellevue Blvd. S.

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 December 3, 2019 City Council Meeting

2. * Acknowledge Receipt of the Minutes from the November 21, 2019, Planning Commission Meeting.

3. * Acknowledge Receipt of the Minutes from the December 4, 2019 Building Board of Review Meeting.

6. * APPROVAL OF CLAIMS

7. SPECIAL PRESENTATIONS:

a. Swearing in of "Quinn" a Police Electronic Detection K-9, her Handler is Detective Roy Howell

b. Proclamation to Recognize the Merits of the Bellevue West Football Team for their second Class "A" Championship

c. Sarpy County Economic Development Corporation - 3rd Quarter Update (Andrew Rainbolt)

8. ORGANIZATIONAL MATTERS:

a. Election of the City Council President for 2020 (Motion is needed to vote by secret ballot)

9. APPROVED CITIZEN COMMUNICATION: No Requests have been received

10. LIQUOR LICENSES: None

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

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

13. ORDINANCES FOR INTRODUCTION (1st reading):

a. Ordinance No. 3985: Request to amend Section 19-3 of the Bellevue City Code pertaining to the nonexclusive illustrative list of examples of public nuisances (Police Department)

14. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:

15. RESOLUTIONS:

a. Resolution No. 2019-41: Request to vacate the final plat of Lots 1 through 16, Sherwood Estates. Applicant: Jerry Standerford. General Location: 400 MM Kounte Memorial Drive. (Planning Manager)

b. Resolution No. 2019-42: Request approval to operate a satellite keno location at the business operated by Industrial Social Hall, doing business under the name "Knights Event Center" at 1020 Lincoln Road and authorize the Mayor to sign (City Clerk)

16. CURRENT BUSINESS:

a. * Approval of the Request for Release of Funds for CDBG 2019 projects and authorize submittal to HUD, not to exceed \$480,531.35 (Council previously approved these projects in the 2019 Action Plan) (CDBG/Finance Department)

b. Approve budgeted purchase of computers for 2019/2020, not to exceed \$50,266 (Fire

Chief)

c. Request approval of the Yearly Renewal of Street Agreement and authorize the Mayor to sign the Agreement with the NE Department of Transportation for Maintenance Agreement No. 5, not to exceed \$21,859 (Public Works Director)

d. Request approval of the Agreement and authorize the Mayor to sign the Agreement with Elliott Equipment Company for a High Pressure Water Jetter Truck Mounted, not to exceed \$285,385.15 (Public Works Director)

e. Request approval of the Agreement and authorize the Mayor to sign the Agreement with the NE Department for Traffic Signal Phasing, not to exceed \$32,193 (Public Works Director)

f. Accept the proposal from Cornhusker International/Henderson Equipment and approve the purchase of various pieces of equipment - (6) Plow trucks, in an amount not to exceed, \$174,176 per truck, \$1,045,056 total (Public Works Director)

g. Approval of School Resource Officer (SRO) Program Memorandum of Understanding with Omaha Public Schools (OPS) to provide one uniformed Police Officer to Bryan Middle School and one uniformed Police Officer to Bryan High School as School Resource Officers (Police Chief)

h. Approve the Renewal of the Service Agreement for the LifePak AED's and authorize the Mayor to sign the Service Agreement (Police Chief)

i. Approve the 2020 Insurance Plans and Premiums (City Administrator)

j. Approve the Motion to Reconsider and to re-vote regarding amendments to Ordinance No. 3978 & Ordinance No. 3978 as it pertains to removing the "removal" from office language throughout such ordinance (Legal)

k. +++ Approve and authorize the Mayor to sign the Release and Settlement Agreement regarding the retirement of Police Chief Mark Elbert (City Administrator)

l. +++ Approve and authorize the Mayor to sign to Employment Agreement, with Mark Elbert, for the Community Development Director Position (City Administrator)

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

18. CLOSED SESSION: None

19. ADJOURNMENT

MINUTE RECORD

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12/17/19

Bellevue City Council Meeting, December 3, 2019, Page 1

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 3rd day of December, 2019, at 6:00 p.m. Present were Council Members Bob Stinson, Paul Cook, Pat Shannon, Don Preister, Thomas Burns, and Kathy Welch. Absent: None.

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. Pastor Joseph Gastineau, Revival Tabernacle Church, 2226 Jefferson, gave the invocation.

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 Cook, seconded by Welch, to amend the agenda, by moving Item 14a, Approving request of application for a privately-operated Farmers' Market at Washington Park to be held on Saturday mornings, 5/23/2020 thru 9/26/2020, with the exception of 8/1/2020, due to Arrows to Aerospace, from 6:30 A.M. – 12:00 P.M. (actual hours of operation of the market will be 8:00 A.M. to 12:00 P.M.) after Item #6, Approval of Claims. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

APPROVAL OF THE CONSENT AGENDA:

Motion was made by Cook, seconded by Burns, to approve the consent agenda which included the following: approval of the minutes from November 19, 2019, City Council Meeting; and Approval of Claims. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

PUBLIC HEARINGS ON MATTERS OTHER THAN ORDINANCES:

Approve request of application for a privately-operated farmers market at Washington Park to be held on Saturday mornings, 5/23/2020 to 9/26/2020 [with the exception of 8/1/2020 due to Arrows to Aerospace] from 6:30 A.M. to 12:00 P.M. [actual hours of operation of market will be 8:00 A.M. to 12:00 P.M.] (City Clerk)

Ms. Carol Blood provided a description of the Farmers Market. She explained the Farmers Market generates tax dollars for the City of Bellevue.

Mayor Hike opened the meeting to a public hearing to give opportunity for individuals to speak in favor of or in opposition to the application.

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

Motion made by Shannon, seconded by Burns, to approve the application for a privately-operated farmers market at Washington Park to be held on Saturday mornings, 5/23/2020 thru 9/26/2020 [with the exception of 8/1/2020 due to Arrows to Aerospace] from 6:30 A.M. to 12:00 P.M. [actual hours of operation of market will be 8:00 A.M. to 12:00 P.M.] Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

SPECIAL PRESENTATIONS: None

ORGANIZATIONAL MATTERS: None

APPROVED CITIZEN COMMUNICATION:

Request to address Council regarding increase in salary, Mr. Harvey Wiltsey, 211 Martin Drive. Mr. Wiltsey referred to Ordinance No. 3953 which recently passed, which was amended, allowing for a 2% increase in salary for the Mayor and City Council Members.

LIQUOR LICENSES: None

Ordinances for Adoption: (Third Reading)

Ordinance No. 3966: Request to annex Sanitary and Improvement District #67, Normandy Hills. Applicant: City of Bellevue. (Land Use Planner)

Ordinance No. 3966, an ordinance to annex to the City of Bellevue, Sarpy County, Nebraska, certain lands, lots, and real estate lying within Sanitary Improvement District # 67, as outlined in the Ordinance to the City of Bellevue, Sarpy County, Nebraska, and designating an effective date, was read by title only for the third time.

MINUTE RECORD

Bellevue City Council Meeting, December 3, 2019, Page 2

Motion was made by Cook, seconded by Welch, to table Ordinance No. 3966 to February 4, 2020. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

Ordinance No. 3970: Request to annex Sanitary and Improvement District #242, Cedar View. Applicant: City of Bellevue. (Land Use Planner)

Ordinance No. 3970, an ordinance to annex to the City of Bellevue, Sarpy County, Nebraska, certain lands, lots, and real estate lying within Sanitary Improvement District # 242, as outlined in the Ordinance to the City of Bellevue, Sarpy County, Nebraska, and designating an effective date, was read by title only for the third time.

Motion was made by Cook, seconded by Preister, to table Ordinance No. 3970 to February 4, 2020. Roll call vote on the motion to approve as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

Ordinance No. 3977: An Ordinance to amend Section 2-28 of the Bellevue City Code pertaining to executive sessions.

Ordinance No. 3977, an ordinance to amend Section 2-28 of the Bellevue Municipal Code pertaining to executive sessions of the City of Council; to repeal such Section as heretofore existing; and to provide an effective date of this ordinance, was read by title only for the final time.

Motion made by Preister, seconded by Cook, to approve Ordinance No. 3977: An Ordinance to amend Section 2-28 of the Bellevue City Code pertaining to executive sessions.

Councilman Shannon stated there have been several changes to Items 11c, 11d, and 11d.1. He would like to make a motion to reopen the public hearing on these items.

Motion made by Shannon, seconded by Stinson, to open the Public Hearing on Items 11c., 11d., and 11d.1.

Council Preister requested clarification from the City Attorney regarding the number of public hearings already held on the aforementioned items. He mentioned there was the original public hearing on the second reading. This was carried over for public hearing, to what would have been the third reading for a vote. At that meeting, the public hearing was closed, and reopened after Councilman Cook read his statement. He requested clarification if this would be the fourth public hearing, if it would be reopened. Ms. Bree Robbins, City Attorney, replied that is accurate. She explained there were no changes to Ordinance No. 3977. The changes made to Ordinance No. 3978 were based off of public comments at the last public hearing; there were no substantial changes.

Councilman Cook stated he would be willing to listen to comments only made on the changes from the last meeting.

Roll call vote on the motion to approve as follows: Voting yes: Stinson, Shannon, and Burns. Voting no: Cook, Preister, and Welch. Mayor Hike broke the tie and voted no. Motion failed.

Roll call vote on the motion to approve was as follows: Voting yes: Cook, Preister, Burns, and Welch. Voting no: Stinson and Shannon. Motion carried.

Ordinance No. 3978: An Ordinance to amend Article IV, Chapter 2, of the Bellevue City Code by adding a new Section 2-208 regarding removal of elected officials for misconduct and Policy Resolution 35: Approve amended Policy Resolution 35 regarding Principles of Conduct and Decorum. (City Attorney)

Ordinance No. 3978, an ordinance to amend Article IV, Chapter 2, of the Bellevue Municipal Code by adding a new Section 2-208 regarding removal of elected official for misconduct and other sanctions to provide for the effective date of this ordinance, was read by title only for the final time.

Motion made by Preister, seconded by Burns, to approve Ordinance No. 3978.

Motion made by Cook, seconded by Preister, to amend Ordinance No. 3978 where it talks about removal from committee assignments and/or loss of seniority, to state removal of committee assignments, task force assignments, and if the person is a Council President it would be an option to remove that person as a Council President, and/or loss of seniority.

Burns wanted to make motion to amend Ordinance No. 3978 by eliminating the word removal of office of elected official and replace the word removal with sanctions or just remove where it states removal of office of an elected official.

Councilman Preister stated there cannot be two amendments on the floor, each motion should be voted on one at a time.

Discussion occurred on voting on opening the public hearing with discussion limited only to amendments made to the ordinance from the last public hearing.

Motion made by Burns, seconded by Stinson, to open the Public Hearing with limitations to discuss only the amendments to Ordinance No. 3978. Roll call vote on the motion was as follows: Stinson, Cook,

MINUTE RECORD

Bellevue City Council Meeting, December 3, 2019, Page 3

Shannon, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

Mayor Hike opened the meeting to a public hearing to give opportunity for individuals to speak on the amendments to Ordinance No. 3978 and the Policy Resolution 35.

Ms. Robbins advised revisions were done to Ordinance No. 3978 on November 25, 2019. The revisions included the following: Paragraph one has the addition "of Bellevue" for clarification of the city; Paragraph (a) addition of an individual or entity conducting business with the City, an employee, staff member, elected official, or any individual in the administration for the City; Paragraph (a1.) a format change regarding the deletion of the aforementioned information in Paragraph (a); Paragraph (vi). If the City Attorney is the one bringing the written charge, the city shall contract another attorney to be the acting City Attorney for the purpose of this hearing; Paragraph (viii). If the hearing should go past 10:00 p.m., the public will be notified; and Paragraph (x) format changes. Policy Resolution No. 35 included punctuation and grammar changes.

Mr. Jim Moudry commented he agrees with the proposed amendments and changes to Ordinance No. 3978 and Policy Resolution No.35. He agreed with Councilman Cook's amendment. He requested clarification regarding Councilman Burns request to delete and replace the word removal with sanctions. He offered suggestions to the Ordinance. Councilman Burns clarified the word removal would be deleted.

Ms. Sarah Centineo mentioned she wrote a letter to Councilman Burns and asked that he submit her letter into the record. She expressed concerns with the conflict of interest issue with the City Attorney and appointing an outside an attorney. She stated anyone with a conflict of interest should be excluded from the process.

Motion made by Burns, seconded by Shannon, to allow Ms. Centineo to read the remarks she sent to Councilman Burns.

Councilman Cook stated he will not support this. He explained Ms. Centineo has spoken at every public hearing. She could have sent all of the Council Members the letter prior to the meeting.

Ms. Robbins explained the motion to open public hearing was based on addressing the revisions only. Ms. Centineo's letter expands beyond the proposed changes. The letter addresses items brought forward by Ms. Centineo in the last three public hearings.

Roll call vote on the motion to approve as follows: Voting yes: Stinson, Shannon, and Burns. Voting no: Cook, Preister, and Welch. Mayor Hike broke the tie and voted no. Motion failed.

Councilman Shannon imitated conversation with Ms. Centineo regarding her conflict of interest. She stated members of the Council who have been harassed or witnessed harassment should abstain from voting due to a conflict of interest. Ms. Robbins stated in that theory, the harasser would also need to abstain. She advised there is no conflict of interest, as the incidents were prior to the proposed ordinance or an effective date of the ordinance. Conversation ensued on this topic.

Mr. Todd Santoro commented the ordinance should go to the next election to the voters and they should be allowed to vote.

No one else in the audience came forth to speak. Mayor Hike declared the public hearing closed.

Councilman Cook referred to his statement he read at the last public hearing. He clarified the statements were all made by one elected official. He mentioned on Wednesday, November 27th, Councilman Shannon held a press conference to state he intended on filing a recall against Council Member Welch. He referred to articles in the newspaper regarding Councilman Shannon's reasons for the recall. Councilman Cook clarified Councilwoman Welch is not the City Council Member who made the comments he listed on November 19th in his statement. He advised he is in support of the ordinance.

Councilwoman Welch commented in despite of efforts of another Council Member to intimidate her and harass her into voting no on the ordinance, she will be voting yes.

Councilman Preister advised every time he speaks, he tries to be polite, thank people, and appreciate people. He stated he was very disappointed about the information shared by Councilman Cook in the last meeting. He thanked Councilwoman Welch, Councilman Burns, Councilman Stinson, and Councilman Cook for repudiating the comments made.

Councilman Cook thanked the public for the input they provided on the proposed ordinance.

Councilman Burns stated he wants to submit Ms. Centineo's letter into record. He stated he does not condone this kind of behavior but does not support the removal of a Council Member.

Roll call vote on the motion made by Cook, seconded by Preister to amend Ordinance No. 3978 where it talks about removal from committee assignments and/or loss of seniority, to state removal of committee assignments, task force assignments, and if the person is a Council President it would be an option to remove that person as a Council President, and/or loss of seniority was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

MINUTE RECORD

Bellevue City Council Meeting, December 3, 2019, Page 4

Motion made by Burns, seconded by Stinson, to amend Ordinance No. 3978 by deleting the words remove or removal of office and replace with the word sanction, and to completely remove paragraph 10d. Roll call vote was as follows: Stinson, Shannon, Burns, and Welch voted yes; voting no: Cook and Preister. Motion carried.

Roll call vote on the motion to approve Ordinance No. 3978 as amended is as follows: Voting yes: Stinson, Cook, Preister, Burns, and Welch. Voting no: Shannon. Motion carried.

Policy Resolution 35: Approve amended Policy Resolution 35 regarding Principles of Conduct and Decorum.

Motion made by Cook, seconded by Preister, to approve amended Policy Resolution 35 regarding Principles of Conduct and Decorum. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

Ordinance No. 3981, an ordinance to redefine ward boundaries due to recent annexations. (Administration)

Ordinance No. 3981, an ordinance to amend Section 9-3 of the Bellevue Municipal Code to provide for revised City Council ward boundaries; to repeal Section 9-3 of the Bellevue Municipal Code as heretofore existing; to provide for the publication of this ordinance in pamphlet form; and to provide for the effective date of this ordinance; was read by title only for the second time and presented public hearing.

Motion made by Cook, seconded by Preister, to approve Ordinance No. 3981. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

Ordinances for Public Hearing: (Second Reading) None

Ordinances for Introduction: (First Reading): None

Ordinance No. 3984: Request to amend Sections 5.22, 5.23, and 5.24, City of Bellevue Zoning Ordinance, regarding permitted uses. (Planning Manager)

Motion made by Shannon, seconded by Preister, to suspend the statutory three readings, hold the public hearing and then vote on this item tonight. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

Mayor Hike opened the meeting to a public hearing to give opportunity for individuals to speak in favor of or in opposition to the application.

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

Motion made by Shannon, seconded by Burns, to approve Ordinance No. 3984. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

RESOLUTIONS:

Resolution No. 2019-40: Authorizing the Submission of the Consolidated Annual Performance and Evaluation Report (CAPER) for the 2018-2019 Community Development Block Grant Program Year to the U.S. Department of Housing and Urban Development and authorize the Mayor to sign. (CDBG Specialist/Finance Director)

Mayor Hike opened the meeting to a public hearing to give opportunity for individuals to speak in favor of or in opposition to the application.

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

Motion made by Preister, seconded by Welch, to Approve Resolution No. 2019-40: Authorizing the Submission of the Consolidated Annual Performance and Evaluation Report (CAPER) for the 2018-2019 Community Development Block Grant Program Year to the U.S. Department of Housing and Urban Development and authorize the Mayor to sign. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

CURRENT BUSINESS:

Approval of the Veteran's Memorial Project at Bellevue Cemetery and to use Community Betterment Funds of \$16,812 to pay for the project. (City Administrator)

Motion made by Shannon, seconded by Burns, to Approval of the Veteran's Memorial Project at Bellevue Cemetery and to use Community Betterment Funds of \$16,812 to pay for the project.

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Bellevue City Council Meeting, December 3, 2019, Page 5

Councilman Shannon thanked everyone involved on this project.

Councilman Preister questioned what material the memorial will be made from. Mr. Ristow, City Administrator stated it will be made out of granite. He also appreciates all the work going into this project and to the City Administrator and Mayor for taking this forward and followed through with it, making this project happen quickly.

Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none. Motion 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. There were no 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 Burns, the meeting adjourned at 7:12 p.m. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.


Susan Kluthe, City Clerk



Rusty Hike, Mayor

I, the undersigned, City Clerk of the City of Bellevue, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the Mayor and Council on December 3, 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.


Susan Kluthe, City Clerk

MINUTE RECORD

Bellevue Planning Commission Meeting, November 21, 2019, Page 1

The Bellevue Planning Commission held a regular meeting on Thursday, November 21, 2019 at 7:00 p.m. in the Bellevue City Council Chambers. Upon roll call, present were Commissioners Casey, Perrin, Cain, Aerni, Ritz, Hankins, Cutsforth and Jacobson. Absent was Commissioner Ackley. Also present was Tammi Palm, Planning Department Manager.

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 are available for public inspection within ten days of the meeting.

Ritz 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 October 24, 2019 regular meeting as presented. Upon roll call, all present voted yes. Motion carried unanimously.

Palm advised staff received an amendment to item 3.b. which she would address during public hearing.

Motion was made by Jacobson seconded by Cain, 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.

Ritz explained the public hearing procedures.

PUBLIC HEARING was held on a request to rezone Lot 2, Twin Valley Church Replat 1 Addition from RG-28 to RG-28-PS for the purpose of Multi Family Residential Development, with site plan approval. Applicant: Encompass Design Inc. General Location: Ft Crook Rd & Grenoble Dr. Case#: Z-1906-05.

Palm advised there were no updates and as submitted in the packet provided to the Commissioners, the developer has requested a continuance to the December 19, 2019 Planning Commission meeting. Palm stated an amended site plan was received from the developer and is currently under review by staff.

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

Aerni asked staff if they felt a significant effort has been made by the developer to gain approval. He asked at what point the Commission should suggest continuing the case indefinitely. Palm stated the developer presented a new site plan and she believes the applicant will be present at the December 19, 2019 meeting. Palm recommended the Commission grant the 30 day extension.

MOTION was made by Jacobson, seconded by Aerni, to CONTINUE to the December 19, 2019 Planning Commission meeting a request to rezone Lot 2, Twin Valley Church Replat 1 Addition, from RG-28 to RG-28-PS for the purpose of Multi Family Residential Development, with site plan approval. Applicant: Encompass Design Inc. General Location: Ft Crook Rd & Grenoble Dr. Case#: Z-1906-05. Upon roll call, all present voted yes. MOTION carried unanimously.

This item will be continued to PLANNG COMMISSION for PUBLIC HEARING on December 19, 2019.

PUBLIC HEARING was held on a request to approve the Fiscal Year 2020-2025 Capital Improvement Plan. Applicant: City of Bellevue.

Palm advised the CIP was amended Wednesday, November 20, 2019. Changes were made as a result of a meeting held Tuesday, November 19, 2019 with the Finance Director and budget committee. Changes included the following:

1. Fiscal Year 2020

- a. Library - removal of \$100,000 for parking lot and sidewalk repair. It was determined repairs will coincide with the future renovation plan.
- b. Police Department - removal of \$95,000 turning target system. The City is currently considering other options for the range due to flooding in 2019.
- c. Lookingglass Park - \$400,000 (Phase 1) for Southwest Bellevue splashpad and restroom.

2. Fiscal Year 2021

- a. Lookingglass Park - \$700,000 (Phase 2) for Southwest Bellevue splashpad and restroom.

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

MINUTE RECORD

Bellevue Planning Commission Meeting, November 21, 2019, Page 2

Jacobson asked staff to elaborate on the City's plan for funding and acquisition of new equipment and hardware that will be needed to support the newly annexed areas. Palm stated all annexation packages are complete for the year with the inclusion of several areas and residences. Compensation for this is in the CIP, with the largest compensation being plow trucks for the street department and a new truck for the fire department. Palm stated to better serve the additional areas, new vehicles are budgeted for the Police Department and Code Enforcement. Cutsforth asked about the Hwy 75 trail project in fiscal year 2020-2021, and if the money allocated for this project will be used to connect the path that goes across the bridge connecting to Cass County. Palm said the funds were previously approved for this project and are now being allocated.

Ritz asked for a motion to reopen public hearing.

MOTION made by Cain, seconded by Jacobson, to reopen public hearing.

Abigail Stoffel, 2205 Scenic Hill Trail, Richfield, WI, expressed concerns with the purchase of new fire trucks and the possibility of them sitting idle due to lack of training. Palm stated the fire trucks in Bellevue are driven daily and will not sit idle due to lack of training.

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

Jacobson voiced concerns regarding the library renovation. He suggested allocating \$4 million in fiscal year 2021-2022 for planning, contracts, and preliminary engineering. He said cash flow for the project might be challenged if the \$9 million is not spread out over several years.

Aerni noted \$242,000 has been approved by SID boards for ongoing street repairs in the newly annexed areas.

Ritz asked if monies were allocated for needed repairs at Haworth Park, to include playgrounds and campgrounds. Cain stated page 11 shows plans to resurface Payne Drive and River Drive. Palm stated repairs have been discussed and the City will be in talks with FEMA to determine proper allocation of those funds.

Cain asked if the City has plans to begin LB 840 Infrastructure improvements. Palm stated LB 840 is fully funded each year of the plan, but the City does not have a specific project at this time.

MOTION made by Jacobson, seconded by Hankins, to recommend APPROVAL of the proposed Fiscal Year 2020-2025 City of Bellevue Capital Improvement Plan as presented. Applicant: City of Bellevue. Upon roll call, all present voted yes. Motion carried unanimously.

This item will proceed to CITY COUNCIL for PUBLIC HEARING on December 17, 2019.

PUBLIC HEARING was held on a request to amend Sections 5.22, 5.23, and 5.24, City of Bellevue Zoning Ordinance regarding permitted uses in the BG, BGM, and BGH zoning districts. Applicant: City of Bellevue.

Palm advised there were no updates and provided a summary of the request. She reminded the Commission of a previous amendment to the BN and BNH zoning districts where the language was changed to include "general office uses" as a permitted use. Palm stated the same language used in the BN and BNH zoning districts referencing "general office uses" as a permitted use is being carried over to the BG, BGM, and BGH districts. She added BG and BGH zoning districts currently have language permitting the use of printing jobs but limiting it to 4 employees or persons engaged in operating in equipment. To allow for more variety of use, the amendment will allow for 15 employees to operate equipment. Palm stated to avoid drastically changing the Olde Towne area, the language in the BGM zoning district will not be amended as such. She said the change in language creates consistency in the BN, BNH, BG, BGM and BGH zoning districts.

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

Cain asked if the language for printing is included in the amended language. Palm said the language is included and will affect the BG and BGH districts only; not BGM.

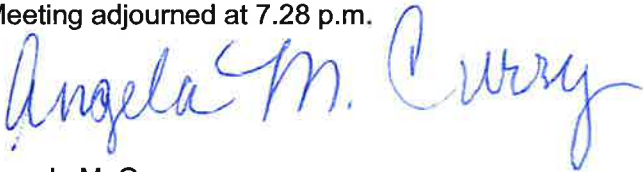
MINUTE RECORD

Bellevue Planning Commission Meeting, November 21, 2019, Page 3

MOTION made by Casey, seconded by Cain, to recommend APPROVAL of the request to amend Sections 5.22, 5.23, and 5.24, City of Bellevue Zoning Ordinance regarding permitted uses in the BG, BGM, and BGH zoning districts as presented. Applicant: City of Bellevue. Upon roll call, all present voted yes. Motion carried unanimously.

This item will proceed to CITY COUNCIL for PUBLIC HEARING on December 03, 2019.

Meeting adjourned at 7.28 p.m.



Angela M. Curry
Assistant Planning Manager

MINUTE RECORD

Bellevue Building Board of Review Meeting, December 4, 2019 page 1

The Building Board of Review held a special meeting on Wednesday, December 4, 2019 at 4:30 p.m. in the Bellevue City Council Chambers. Upon roll call, present were Building Board of Review members Yeoman, Gladbach, Kimball, Smith and Downs. Also present was Mike Christensen, Chief Building Official.

Notice of the meeting was given in advance thereof by publication in the Bellevue Leader and posting in one public place, 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.

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

Motion was made by Kimball, seconded by Yeoman to approve the minutes of the September 11, 2019 special meeting as presented. Upon roll call, all present voted yes. Motion carried unanimously

Gladbach explained the public hearing procedures.

PUBLIC HEARING was held on a request for waiver of the City of Bellevue's adopted IBC 2012 code Chapter 9, Section (F) 903.2.9 #5 Group S-1. An automatic sprinkler system shall be provided throughout all buildings containing a Group S-1 occupancy where one of the following conditions exist: #5. A Group S-1 occupancy used for the storage of upholstered furniture or mattresses exceeds 2,500 square feet. Applicant: Chandler Storage West. Contractor/Agent: Craig Falk. General location: 2715 Chandler Road. Case # BBOR-1910-03. Waiver request is to waive the requirements for a sprinkler system in an S-1 occupancy that may be used for storing upholstered furniture or mattresses exceeding 2,500 square feet as required by section (F) 903.2.9 #5.

Gladbach summarized the previous meeting held on September 11, 2019 stating the current code adopted by the State is the IBC 2018. The concern of the City is there is nothing on the books that would allow for an area increase beyond the requirements of Section 903.2.9 for an S-1 Occupancy. The Board of Review need to have a hardship application apply to the request. Gladbach asked Mike Christensen to give a summary of the review by the Building Department. Christensen said: "After looking into the Building Code portion of Chapter 9, most of the codes have an (F) in front of them indicating that it is actually a Fire Code. The International Codes place the International Fire Codes in the Building Code also so that Architects and Building Inspectors can see what is actually in the Fire Code. It is a Fire Code, and Captain Gifford commented in the first meeting that it was in the International Fire Code and it was mirrored in the International Building Code, so the problem that we have is it is a Fire Code and the Fire Department is not willing to amend or back off on the particular code. Recent conversations with the Fire Chief and Captain Gifford regarding their stance, is they have adopted the 2012 International Fire Code in its entirety with no amendments to that section, and will not be amending that section at this point in time."

Charles Faulk, 1625 S 109th Street, Omaha, NE, owner of Chandler Storage West, asked "if I understand correctly you are saying that right now there is no wiggle room according to the way the code has been adopted and the enforcement, but in 2021 assuming the Fire Code has changed, Bellevue is going to revisit the code and adopt the code in 2021." Christensen answered there is no guarantee the code would be adopted in 2021. Normally the City of Bellevue follows the State in adoptions. The State has adopted the IBC 2018, so most of the jurisdictions throughout the State of Nebraska will be adopting the IBC 2018. Charles Faulk asked if there was any sense in going ahead with this meeting. Christensen said "No. With the (F) being in front of the section it is a Fire Code and this Board does not have the power to overturn a Fire Code."

Gladbach stated to Charles Faulk as long as Fire Code and the Fire Department are not going to waiver on this, the Board's hands are tied on this request unless there was a building code hardship.

Craig Faulk 4969 F Street, Omaha, NE, stated the SSA is a self-storage organization which lobbies on behalf of all self-storage facilities. They noticed this change in the 2018 IBC when it came out. They lobbied against the rule change because they didn't feel it a reasonable way to handle self-storage with the exception of exterior drive up self-storage, which is what is proposed. That is where they made the exception in the 2021 IBC. Joe Doherty was going to tele-conference because he is overseeing this in other areas where this is an issue. The change was triggered by a mattress factory fire that was classified as an S-1 storage facility. The IBC has realized they should not have tagged self-storage, so they have made an exception in the memo which was passed out to the Board members at September 11, 2019 meeting. Gladbach asked if the IBC 2018 still states the 2500 square feet. Craig responded correct; the 2018 code does state that, and that is what the SSA lobbied against. The code compartmentalized the buildings so tightly, and most storage buildings are bigger than 2500 square feet. Most approach 10,000

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Bellevue Building Board of Review Meeting, December 4, 2019 page 2

or 12,000 square feet with exterior access, which is foolish and excessive to fire sprinkle it. Gladbach said "if you break it into 2500 square foot zones, you do not have to sprinkle." Faulk said "correct, but in order to break it up into 2500 square foot zones, a two- or three-hour fire wall would be required.

Gladbach stated on the revised layout given to the Board members there are nine units in each zone and that fits within the 2500 square feet. Faulk stated that was correct. It was what the architect showed for the preliminary drawings for the first set of plans submitted to the Board in September, but since there was no clear answer on how to move forward the final plans have not been done. Gladbach said "the 2500 is still in the 2018 code which the State now recognizes and has not amended." Faulk stated "you are exactly right. The SSA and Joe Doherty said "the IBC didn't mean for the rule to apply to self-storage, so they corrected it in the 2021 version and made an exception to S-1 self-storage. Basically, they made a mistake in the 2018 and did not have an opportunity to correct it until the 2021 code, Mike is correct the 2018 IBC is what the State has adopted and it does not call out the rule change, but the 2021 does."

Christensen stated it has actually gone through three code cycles. It surfaced in 2012 when it first came out, and then again in 2015 and in the 2018 code. It has been three code cycles, so until they get it published in the 2021 and it has been adopted, we have to enforce what we have adopted at this time. Faulk asked if it was a moot point what other jurisdictions have done with the 2018 and the 2021.

Christensen said "yes, especially since they're referencing the Fire Code. I have had extensive conversation with the Fire Department and their stance is it is in the adopted code of the 2012 IFC and they will stay firm on that". Faulk asked if there was any way to appeal to the Fire Chief or the Fire Marshall. Christensen said "you could contact the Fire Chief and see if they have a process."

Gladbach stated Omaha and Sarpy County have adopted the IBC 2012 and he believes have adopted the IBC 2012, so if they are allowing more than the 2500 feet, they're technically not following the code, unless they have amended the code by City Council. Omaha has a list of amendments in relation to the IBC 2012 but typically those are in conjunction with the State or it is more stringent than the code.

Faulk asked Mike Christensen if he had a chance to talk to Lincoln regarding this matter, because this matter came up in Lincoln and they did not view self-storage within the S-1 occupancy. Christensen stated he was not sure how the Building Department was making that decision because it is actually a Fire Code so it would be the Lincoln Fire Department that would enforce that.

Kimball asked Mike Christensen if they have proposed fire walls separating every 2500 square feet, do they have to have a sprinkler. Christensen and Gladbach said no; if they were to build it to this design, they would not need sprinklers. Kimball asked Faulk if they could build to that design. Faulk stated in the past if you had a building that was over 12,000 square feet you had to put a fire wall in it, which we had proposed for building C because it is 16,000 or 18,000 square feet. That building will have a fire wall, but then building B won't because it has to be sprinkled is our understanding. Kimball asked if it were separated would it need to be sprinkled. Christensen stated not if it were compartmentalized into the 2500 square feet. Christensen asked what the total square footage of building B was. Faulk stated building B was 16,000 square foot. Christensen ask if exceeds the 12,000 square feet. Faulk stated Christensen was correct it does not have to be sprinkled if you separate the building but then you have to compartmentalize the building with a two-hour separation.

Gladbach stated if this was a hardship the Board could respond to the request, but with the Fire Code and no hardship he was not sure the Board is able to grant the waiver.

Faulk asked if they wanted to pursue this further would they need to go to the City Council to ask for an amendment. Christensen said "the Fire Department would have to amend their Fire Code, and then it would need to go to the City Council for approval.

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

Motion was made by Yeoman, seconded by Downs to deny the request for a waiver. MOTION carried unanimously.

Meeting adjourned 4:52 P.M.

Dianna Van Horn

Dianna Van Horn

Permit Technician

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CLAIMS FOR DECEMBER 17, 2019

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MAYOR

CENTURY LINK	MONTHLY SERVICE-2019-11-22	13.84
		<u>\$ 13.84</u>

CITY ADMINISTRATOR

BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2019-11-21	96.27
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	69.45
CENTURY LINK	MONTHLY SERVICE-2019-11-22	26.79
DOLLAR GENERAL	BINDERS FOR LB840 MEETING	16.05
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-DEC 2019	2,109.96
GREATER BELLEVUE AREA CHAMBER OF COMMERCE	LEADERSHIP GRADUATION-RISTOW	25.00
LANSKYS RESTAURANT	LUNCH MEETING ON RE-DISTRICTING ANNEXED AREAS	35.96
METLIFE GROUP BENEFITS	LIFE INSURANCE-DEC 2019	27.00
METLIFE GROUP BENEFITS	LTD INSURANCE-DEC 2019	42.22
METLIFE GROUP BENEFITS	DENTAL INSURANCE-DEC 2019	62.26
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES-DEC 2019	99.63
		<u>\$ 2,610.59</u>

CITY COUNCIL

METLIFE GROUP BENEFITS	DENTAL INSURANCE-DEC 2019	145.69
		<u>\$ 145.69</u>

LEGAL SERVICES

CENTURY LINK	MONTHLY SERVICE-2019-11-22	27.24
CROKER, HUCK, KASHER, DeWITT	LEGAL SERVICES-SID 77	1,195.45
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-DEC 2019	3,109.92
METLIFE GROUP BENEFITS	LIFE INSURANCE-DEC 2019	26.38
METLIFE GROUP BENEFITS	LTD INSURANCE-DEC 2019	38.83
METLIFE GROUP BENEFITS	DENTAL INSURANCE-DEC 2019	62.26
REMBOLT LUDTKE LLP	LEGAL FEES THRU 09-30-2019	195.00
		<u>\$ 4,655.08</u>

CABLE ADVISORY

B & H PHOTO-VIDEO	MEMORY CARDS	100.51
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2019-11-21	81.83
CENTURY LINK	MONTHLY SERVICE-2019-11-22	9.23
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-DEC 2019	3,857.20
METLIFE GROUP BENEFITS	LIFE INSURANCE-DEC 2019	23.08
METLIFE GROUP BENEFITS	LTD INSURANCE-DEC 2019	29.75
METLIFE GROUP BENEFITS	DENTAL INSURANCE-DEC 2019	62.26
		<u>\$ 4,163.86</u>

CITY CLERK

BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2019-11-21	72.20
CENTURY LINK	MONTHLY SERVICE-2019-11-22	13.84
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-DEC 2019	3,924.31
METLIFE GROUP BENEFITS	LIFE INSURANCE-DEC 2019	18.84
METLIFE GROUP BENEFITS	LTD INSURANCE-DEC 2019	23.67
METLIFE GROUP BENEFITS	DENTAL INSURANCE-DEC 2019	62.26
SARPY CO REGISTER OF DEEDS	ORDINANCE	22.00
		<u>\$ 4,137.12</u>

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FINANCE/RISK MANAGEMENT

CARHARTT, INC	FY 2019-2020 UNIFORM	293.24
BELLEVUE OPTICAL	SAFETY GLASSES	207.00
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2019-11-21	125.15
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	69.67
CENTURY LINK	MONTHLY SERVICE-2019-11-22	67.08
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-DEC 2019	6,576.53
HANEY SHOE STORE	SAFETY SHOES (2 EMP)	330.98
INDOFF	OFFICE SUPPLIES	412.41
INFOSAFE SHREDDING	SHREDDING SERVICE	30.00
METLIFE GROUP BENEFITS	LIFE INSURANCE-DEC 2019	68.36
METLIFE GROUP BENEFITS	LTD INSURANCE-DEC 2019	101.69
METLIFE GROUP BENEFITS	DENTAL INSURANCE-DEC 2019	186.78
NEOFUNDS	REFILL POSTAGE-1510 WALL ST	2,000.00
RED WING BUSINESS ADVANTAGE ACCOUNT	SAFETY SHOES (2 EMP)	582.48
SEAN SCHRADER	REIMB FOR SAFETY BOOTS	142.37
TOTAL FUNDS BY HASLER	REFILL POSTAGE-1500 WALL ST	1,000.00
		\$ 12,193.74

LIBRARY

AMBER PASSEY	REIMB FOR MILEAGE	124.70
AMERICAN LIBRARY ASSOCIATION	RENEW MEMBERSHIPS-2020	661.00
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2019-11-21	284.26
CENTURY LINK	MONTHLY SERVICE-2019-11-22	46.15
CHEERFUL BOOKS, LLC	BOOK	23.96
CITY OF KEARNEY	REIMB FOR LOST BOOK	25.00
COMPUTER CABLE CONNECTION	INSTALL COMPUTER CONNECTION	1,998.00
COX BUSINESS SERVICES	MONTHLY SERVICE-2019-11-23	107.39
CRYSTAL ANDERSON	REIMB FOR MILEAGE	32.46
DEX.YP	ADVERTISING CHARGE	560.00
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-DEC 2019	6,298.49
INDOFF	OFFICE SUPPLIES	59.06
INGRAM LIBRARY SERVICES	BOOKS	1,202.81
METLIFE GROUP BENEFITS	LIFE INSURANCE-DEC 2019	74.38
METLIFE GROUP BENEFITS	LTD INSURANCE-DEC 2019	88.27
METLIFE GROUP BENEFITS	DENTAL INSURANCE-DEC 2019	249.04
MICHELLE BULLOCK	REIMB FOR MILEAGE	122.09
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2019-11-22	1,581.27
RUFF WATERS	AQUARIUM MANAGEMENT	69.99
SENSOURCE	ANNUAL DATA HOSTING SERVICE FEE	180.00
STAPLES ADVANTAGE	OFFICE SUPPLIES	188.99
WORLD BOOK SCHOOL & LIBRARY	WORLDBOOK ENCYCLOPEDIA	999.00
		\$ 14,976.31

ADMINISTRATIVE SERVICES/PERSONNEL

BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2019-11-21	105.90
CARHARTT, INC	FY 2019-2020 UNIFORMS	559.87
CENTURY LINK	MONTHLY SERVICE-2019-11-22	64.49
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-DEC 2019	10,800.78
INFOSAFE SHREDDING	SHREDDING SERVICE	30.00
MATRIX BUSINESS SYSTEMS	COPIER EXPENSE	102.41
METLIFE GROUP BENEFITS	LIFE INSURANCE-DEC 2019	89.18
METLIFE GROUP BENEFITS	LTD INSURANCE-DEC 2019	109.14
METLIFE GROUP BENEFITS	DENTAL INSURANCE-DEC 2019	280.17
ULTIMATE SOFTWARE GROUP, INC	SUBSCRIPTION FEE FOR PAYROLL-SEPT/OCT/NOV 2019 & JAN-MAR 2020	29,139.23
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES-DEC 2019	1,818.05
		\$ 43,099.22

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PUBLIC WORKS

BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2019-11-21	97.08
CENTURY LINK	MONTHLY SERVICE-2019-11-22	55.38
GREATER BELLEVUE AREA CHAMBER OF COMMERCE	LEADERSHIP GRADUATION-ROBERTS	25.00
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-DEC 2019	6,148.52
MATRIX BUSINESS SYSTEMS	COPIER EXPENSE	131.47
METLIFE GROUP BENEFITS	LIFE INSURANCE-DEC 2019	66.25
METLIFE GROUP BENEFITS	LTD INSURANCE-DEC 2019	96.37
METLIFE GROUP BENEFITS	DENTAL INSURANCE-DEC 2019	155.65
ONE CALL CONCEPTS	DIGGERS HOTLINE LOCATES	489.01
SARPY CO REGISTER OF DEEDS	WAIVER, RECORDING EASEMENT	176.00
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES-DEC 2019	131.47
		\$ 7,572.20

PARKS

BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2019-11-21	20.75
CARHARTT, INC	FY 2019-2020 UNIFORMS	1,684.83
CENTURY LINK	MONTHLY SERVICE-2019-11-22	41.53
COMMERCIAL MOWING, INC	SID 208 MOWING	1,160.00
COX BUSINESS SERVICES	MONTHLY SERVICE-2019-11-23	363.42
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-DEC 2019	8,517.19
INDOFF	COPY PAPER	78.00
MENARDS	LIGHT CLIPS, FIELD SHARPENER, PAINT	38.24
METLIFE GROUP BENEFITS	LIFE INSURANCE-DEC 2019	77.09
METLIFE GROUP BENEFITS	LTD INSURANCE-DEC 2019	87.01
METLIFE GROUP BENEFITS	DENTAL INSURANCE-DEC 2019	280.17
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2019-11-1	172.03
NMC EXCHANGE LLC	STUMP GRINDER	7,130.00
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2019-11-22	1,747.42
PAPILLION SANITATION	EMPTY CODE DUMPSTER	446.92
PLATTEVIEW TURF, INC	MOWING	2,800.00
ROYAL LAWNS, INC	SID 180-MOWING. OCT 2019	6,525.00
TAB HOLDING COMPANY	AMERICAN HEROES PARK-FINAL	54,361.40
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES-DEC 2019	1,508.70
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	6.71
WALMART COMMUNITY	WALMART-INV 005438	892.64
WESTLAKE ACE HARDWARE	TIMER, FILTER	39.98
		\$ 87,979.03

RECREATION

CENTURY LINK	MONTHLY SERVICE-2019-11-22	58.30
COX BUSINESS SERVICES	MONTHLY SERVICE-2019-11-23	88.39
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-DEC 2019	2,109.96
METLIFE GROUP BENEFITS	LIFE INSURANCE-DEC 2019	24.34
METLIFE GROUP BENEFITS	LTD INSURANCE-DEC 2019	31.28
METLIFE GROUP BENEFITS	DENTAL INSURANCE-DEC 2019	62.26
MIDWEST IMPRESSIONS	T-SHIRTS-BELLEVUE BREEZE	219.75
NEVCO SPORTS, LLC	INSTALL SCOREBOARD-BALDWIN	4,951.44
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES-DEC 2019	99.48
		\$ 7,645.20

BUILDING MAINTENANCE

BIG RED LOCKSMITHS	LABOR TO DISABLE 2 LOCKS	105.00
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2019-11-21	1,836.68
CARHARTT, INC	FY 2019-2020 UNIFORMS	785.91
CENTURY LINK	MONTHLY SERVICE-2019-11-22	4.61
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-DEC 2019	8,083.14
FIRE PROTECTION SERVICES, LLC	SEMI-ANNUAL FIRE INSPECTION	220.00

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BUILDING MAINTENANCE (cont'd)

HOTSY EQUIPMENT CO	PRESSURE WASHER PARTS	413.89
IDEAL PURE WATER COMPANY	BOTTLED WATER	29.49
JACKSON SERVICES, INC	DOOR MAT SERVICE	163.88
KB BUILDING SERVICES	JANITORIAL SERVICE-DEC 2019	10,708.50
LARRY CHAFFEE	REIMB FOR SUPPLIES	54.50
MENARDS	GLOVES, WAX RING, ELEC SUPPLIES, LIMESTONE, CONCRETE SEALER	443.07
METLIFE GROUP BENEFITS	LIFE INSURANCE-DEC 2019	61.86
METLIFE GROUP BENEFITS	LTD INSURANCE-DEC 2019	70.25
METLIFE GROUP BENEFITS	DENTAL INSURANCE-DEC 2019	217.91
MICHAEL BECCARD	REIMB FOR TRAINING MATERIALS	58.85
O'KEEFE ELEVATOR COMPANY	ELEVATOR MAINTENAMCE	455.92
OMAHA DOOR & WINDOW COMPANY	SET OF NEW FRONT DOORS-REED CENTER	4,531.40
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2019-11-22	1,589.10
PLIBRICO REFRACTORY CONSTRUCTION	REPAIR HEAT PUMP	223.00
THE HOME DEPOT PRO-SUPPLY WORKS	JANITORIAL SUPPLIES	924.35
TITANIUM FIRE SPRINKLER COMPANY	REPAIRS ON BACKFLOW	425.00
WESTLAKE ACE HARDWARE	TERMINAL, CAULK, KITCHEN FAUCET	121.57
ZEP SALES AND SERVICE	SUPPLIES	142.97
		\$ 31,670.85

CEMETERY

BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2019-11-21	20.75
CENTURY LINK	MONTHLY SERVICE-2019-11-22	4.61
COX BUSINESS SERVICES	MONTHLY SERVICE-2019-11-23	83.39
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-DEC 2019	1,506.62
METLIFE GROUP BENEFITS	LIFE INSURANCE-DEC 2019	17.74
METLIFE GROUP BENEFITS	LTD INSURANCE-DEC 2019	22.06
METLIFE GROUP BENEFITS	DENTAL INSURANCE-DEC 2019	62.26
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2019-11-22	744.01
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES-DEC 2019	181.33
		\$ 2,642.77

STREETS

AVERY RENTS	PROPANE	64.88
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2019-11-21	307.06
BOBCAT OF OMAHA	BUCKET	1,616.72
CARHARTT, INC	FY 2019-2020 UNIFORMS	5,663.61
CENTURY LINK	MONTHLY SERVICE-2019-11-22	41.53
CORNHUSKER INTERNATIONAL TRUCKS	2020 INT'L TRUCK	197,200.00
COX BUSINESS SERVICES	MONTHLY SERVICE-2019-11-23	274.17
DC ELECTRIC/HEARTLAND LIGHTING	MISSION AVE LIGHTS	2,368.40
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-DEC 2019	35,686.56
FELSBURG HOLT & ULLEVIG, INC	36TH ST PROJECT	33,131.90
FLATBED EXPRESS, INC	WEIGH FOR TRUCK CALIBRATION	255.00
IMSA	MEMBERSHIP DUES	200.00
INDEPENDENT SALT CO	ICE CONTROL SALT	1,624.13
LYMAN RICHEY SAND & GRAVEL	SAND/GRAVEL	5,409.40
MCDONALD AND ASSOCIATES	GIFT CARDS FOR SNOW CREWS	860.00
MENARDS	UTILITY MATS	89.94
METLIFE GROUP BENEFITS	LIFE INSURANCE-DEC 2019	262.19
METLIFE GROUP BENEFITS	LTD INSURANCE-DEC 2019	307.60
METLIFE GROUP BENEFITS	DENTAL INSURANCE-DEC 2019	955.05
METRO LEASING	LEASE 8698-SWEEPER	9,587.45
METROPOLITAN UTILITIES DIST	HYDRANT RENTAL	174.00

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STREETS (cont'd)

MIDWEST RIGHT OF WAY SERVICES, INC	ROW SERVICES #545	12,205.12
MIDWEST SALES & SERVICE CO	WEDGE, ADAPTER	1,297.00
NAPA AUTO PARTS	HOSE	46.79
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2019-11-22	13,610.02
OMAHA PUBLIC POWER DISTRICT	MONTHLY STREET LIGHTING-2019-11-26	77,230.60
OMAHA PUBLIC POWER DISTRICT	SID 208-MONTHLY SERVICE-2019-10-29	2,493.28
OMNI	CONCRETE	1,109.73
PRECISE MRM LLC	POOLED DATA PLAN	151.33
READY MIXED CONCRETE COMPANY	CONCRETE	781.95
SARPY CO REGISTER OF DEEDS	RECORDING EASEMENT, DEED	156.00
SPARTAN NASH STORES, LLC	SNOW PLOW MEETING DONUTS	35.96
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES-DEC 2019	6,277.07
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	6.71
		\$ 411,481.15

FLEET MAINTENANCE

911 CUSTOM, LLC	LIGHTS FOR P0620	169.96
A&L HYDRAULICS, INC	PRINCE HANDLE KIT	22.50
AUTO VALUE PARTS - SOUTH OMAHA	CHOKE AND THROTTLE CLEANER	151.22
AUTOMOTIVE WAREHOUSE DIST, INC	BEARING PULLERS, GATES, LUBRICANT, PARTS	1,641.35
BAUER BUILT	TIRES	211.40
BAXTER CHRYSLER DODGE JEEP	THERMOSTAT, RADIATOR HOSE, CUSHION, DRIVE SHAFT, PARTS	1,311.20
BAXTER FORD	GASKET, MUFFLER, PARTS	654.71
BEARDMORE CHEVROLET	OUTLET	39.56
BELLEVUE TIRE & AUTO SERVICE	TIRES	1,088.00
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2019-11-21	673.18
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	37.43
CARHARTT, INC	FY 2019-2020 UNIFORMS	974.85
CENTURY LINK	MONTHLY SERVICE-2019-11-22	32.30
CORNHUSKER INTERNATIONAL TRUCKS	PAN OIL, HEX SCREWS, PARTS	160.40
COX BUSINESS SERVICES	MONTHLY SERVICE-2019-11-23	107.39
DELLEN CHEVY-BUICK	FAULTY ALTERNATOR-TOWING	614.22
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-DEC 2019	19,510.81
EXCELLANCE, INC	TRANSDUCER WITH PIGTAIL	458.53
FACTORY MOTOR PARTS CO	OIL	101.28
FARM PLAN	HEX NUTS, DEFLECTOR, BELT PULLEY	211.50
FORCE AMERICA, INC	SENSOR CABLE	133.64
GALVIN GLASS	REPLACE REAR WINDOW	280.55
GRAINGER	DRILL CHUCK	193.00
INLAND TRUCK PARTS CO	AIR MODULATOR, SLACK ADJUSTER	186.44
JIM HAWK TRUCK TRAILERS	BRAKLEEN, VALVES	372.90
JUDAH CASTER COMPANY	WHEELS FOR PARTS ROOM CART	50.80
KELLY SUPPLY COMPANY	DISPOSABLE GLOVES	141.19
KIMBALL MIDWEST	CUTTING OIL SPRAY	147.53
KRIHA FLUID POWER CO	FITTINGS	35.08
MATHESON TRI-GAS INC	WELDING SUPPLIES	240.00
MENARDS	CLEANING SUPPLIES, HASPS, PVC PIPE	213.80
METLIFE GROUP BENEFITS	LIFE INSURANCE-DEC 2019	145.54
METLIFE GROUP BENEFITS	LTD INSURANCE-DEC 2019	182.32
METLIFE GROUP BENEFITS	DENTAL INSURANCE-DEC 2019	466.95
NAPA AUTO PARTS	STARTER, FILTERS, BATTERY ACCESSORIES, SHOCKS, PARTS	608.96

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CLAIMS FOR DECEMBER 17, 2019

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FLEET MAINTENANCE (cont'd)

NEBRASKA IOWA INDUSTRIAL FASTENERS	HEAD SOCKETS, LOCK NUTS, CRIMPING TOOL, BOLTS	1,076.36
NOREGON SYSTEMS	FLEET DOCUMENTS SUBSCRIPTION RENEWAL	270.00
OFFICEMAX CONTRACT	LAMINATING SERVICE	28.68
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2019-11-22	1,177.32
OMAHA SLINGS	JAW TURNBUCKLE	234.58
P&M HARDWARE	VALVE	12.65
PIONEER INDUSTRIAL CORPORATION	SURFACE LUBE	91.77
SEAGRAVES FIRE APPARATUS, LLC	MODULATOR	302.74
SPARTAN MOTORS USA, INC	AIR HORN	200.13
TERMINAL SUPPLY CO	TERMINALS, CONNECTORS	95.20
TESSCO	COMPUTER MOUNT FOR MOTORCYCLES	224.11
TOYNE, INC	CONNECTORS	181.42
TY'S OUTDOOR POWER & SERVICE	BREATHING CAP	106.01
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES-DEC 2019	703.29
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	39.70
WESTLAKE ACE HARDWARE	SUPPLIES	1.60
		\$ 36,316.05

SOLID WASTE

WASTE CONNECTIONS OF NEBRASKA	TRASH HAULING FEES-OCT 2019	249,602.01
WASTE CONNECTIONS OF NEBRASKA	TRASH HAULING FEES	1,663.25
		\$ 251,265.26

PLANNING

BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2019-11-21	87.37
CENTURY LINK	MONTHLY SERVICE-2019-11-22	13.84
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-DEC 2019	3,533.28
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	161.69
METLIFE GROUP BENEFITS	LIFE INSURANCE-DEC 2019	21.65
METLIFE GROUP BENEFITS	LTD INSURANCE-DEC 2019	26.11
METLIFE GROUP BENEFITS	DENTAL INSURANCE-DEC 2019	62.26
SUBURBAN NEWS ADV	LEGAL ADS	23.63
		\$ 3,929.83

PERMITS & INSPECTIONS

BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2019-11-21	116.50
BUNDLE BANDS/CLIPPER TAGS	METAL CLIPS AND TAGS	79.23
CARHARTT, INC	FY 2019-2020 UNIFORMS	899.99
CENTURY LINK	MONTHLY SERVICE-2019-11-22	23.07
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-DEC 2019	9,763.28
HAMPTON INN KEARNEY	LODGING FOR TRAINING-FOLLMER	209.90
IDEAL PURE WATER COMPANY	BOTTLED WATER	25.00
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	322.71
METLIFE GROUP BENEFITS	LIFE INSURANCE-DEC 2019	73.63
METLIFE GROUP BENEFITS	LTD INSURANCE-DEC 2019	93.25
METLIFE GROUP BENEFITS	DENTAL INSURANCE-DEC 2019	301.32
SHELL SUPER STORE	CAR WASH	3.75
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES-DEC 2019	705.30
		\$ 12,616.93

POLICE/CODE ENFORCEMENT

BELLEVUE FORT CROOK, LLC	RENT FOR K9 BUILDING-JAN 2020	1,200.00
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2019-11-21	2,126.09
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	103.45

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CLAIMS FOR DECEMBER 17, 2019

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POLICE/CODE ENFORCEMENT (cont'd)

CENTURY LINK	MONTHLY SERVICE-2019-11-22	422.53
CIOX - HEALTHPORT	SUBPEONA FOR INVESTIGATION	20.00
COX BUSINESS SERVICES	MONTHLY SERVICE-2019-11-23	172.47
DILLON BROTHERS H-D BUELL	MOTORCYCLE LEASE (6)	19,080.00
DON'S PIONEER, UNIFORMS	DUTY BELT-TREINEN	69.99
DOUGLAS COUNTY SHERIFF OFFICE	FORENSIC FEE	350.00
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-DEC 2019	123,461.67
FEDERAL EXPRESS	MAILING CHARGES	9.90
GREAT PLAINS UNIFORMS	TACTICAL VEST-HAVERTY	680.00
INFOSAFE SHREDDING	SHREDDING SERVICE	180.00
LAW ENFORCEMENT SEMINARS	TRAINING-ABBOTT	350.00
L-TRON CORP	PARTS FOR NEW CRUISERS	2,015.19
MATRIX BUSINESS SYSTEMS	COPIER EXPENSE	435.69
MENARDS	OUTDOOR TIMER, ELEC SUPPLIES, CLEANING SUPPLIES	131.68
METLIFE GROUP BENEFITS	LIFE INSURANCE-DEC 2019	859.23
METLIFE GROUP BENEFITS	LTD INSURANCE-DEC 2019	1,628.40
METLIFE GROUP BENEFITS	DENTAL INSURANCE-DEC 2019	3,820.18
PLIBRICO REFRACTORY CONSTRUCTION	REPLACE BLOWER MOTOR, TROUBLESHOOT AC, INSTALL DUCTWORK	4,286.36
POLICE OFFICERS ASSOCIATION OF NEBRASKA	MEMBERSHIP DUES (2)	30.00
RALLY POINT	TRAINING-BOYLE	249.00
TARGETS ONLINE	TARGETS	360.00
THE GPS STORE, INC	GPS ANTENNAS	299.50
ULINE	EVIDENCE SUPPLIES	131.31
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES-DEC 2019	11,954.28
VERIZON WIRELESS	MONTHLY SERVICE	231.05
WESTLAKE ACE HARDWARE	KEYS, TIMER	21.95
		\$ 174,679.92

FIRE & RESCUE

AIRGAS USA, LLC	MEDICAL SUPPLIES	296.06
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2019-11-21	781.93
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	3,020.19
CENTURY LINK	MONTHLY SERVICE-2019-11-22	117.62
COX BUSINESS SERVICES	MONTHLY SERVICE-2019-11-23	576.95
CREIGHTON EMS EDUCATION	CPR CARDS	300.00
EC DATA SYSTEMS, INC	SHARE OF FAX SERVER	7.95
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-DEC 2019	66,448.33
GREAT PLAINS UNIFORMS	UNIFORM ITEMS	2,211.50
INTERSTATE POWER SYSTEMS, INC	BLOCK HEATER	446.90
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	521.53
MENARDS	EAR PROTECTION, SUPPLIES	170.57
METLIFE GROUP BENEFITS	LIFE INSURANCE-DEC 2019	503.34
METLIFE GROUP BENEFITS	LTD INSURANCE-DEC 2019	777.89
METLIFE GROUP BENEFITS	DENTAL INSURANCE-DEC 2019	1,961.19
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2019-11-22	6,552.79
U.S. CELLULAR	MONTHLY SERVICE-2019-11-10	479.56
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES-DEC 2019	6,538.70
WALMART COMMUNITY	SUPPLIES	670.98
WESTLAKE ACE HARDWARE	SUPPLIES, BUNGEE CORDS	19.17
ZIRMED, INC	MONTHLY PROF CLAIMS MGT FEE	130.20
		\$ 92,533.35

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CLAIMS FOR DECEMBER 17, 2019

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NON-DEPARTMENTAL/CONTRACTS

BENEFIT PLANS	CIV RET PLAN-TPA FEES-JUL/SEP 2019	961.25
CENTURY LINK	MONTHLY SERVICE-2019-11-19	563.97
COX BUSINESS SERVICES	MONTHLY SERVICE-2019-11-23	341.73
E&A CONSULTING GROUP	SERVICES-SID 280	526.78
GREATER BELLEVUE AREA CHAMBER OF COMMERCE	ECONOMIC DEVELOPMENT CONTRACT	3,000.00
JUSTIN THOMS	2019 HARVESTING	5,005.38
LOCKTON COMPANIES, LLC	WELLNESS CONSULTING FEE-DEC 2019	1,650.00
PREMIER WASTE SOLUTIONS, LLC	SOLID WASTE-OAKHURST/SID 215	13,135.50
PREMIER WASTE SOLUTIONS, LLC	SPRING CREEK-SOLID WASTE	2,394.00
SARPY COUNTY COURT HOUSE	ANIMAL CONTROL-JAN 2020	13,406.75
SARPY COUNTY TREASURER	PROPERTY TAXES-2019 RE TAX	2,619.18
SCOTT WELCH	MONTHLY WEB MAINTENANCE	125.00
		\$ 43,729.54

INFORMATION TECHNOLOGY

CARHARTT, INC	FY 2019-2020 UNIFORMS	516.24
CORE TECHNOLOGIES, INC	TELEPHONE MAINTENANCE BILLING TIME	30.38
FIRST WIRELESS, INC	COMMUNICATION PARTS	422.88
GRAYBAR ELECTRIC	BACKUP UPS CHARGING PORTS	911.89
HOSTGATOR.COM	MONTHLY DOMAIN MAINTENANCE	59.95
		\$ 1,941.34

WASTEWATER

AMERICAN UNDERGROUND SUPPLY, LLC	ADAPTER, VALVE	55.11
CARHARTT, INC	FY 2019-2020 UNIFORMS	248.46
CENTURY LINK	MONTHLY SERVICE-2019-11-22	59.24
CITY OF OMAHA	SEWER FEES-AUG 2019	507,739.07
COX BUSINESS SERVICES	MONTHLY SERVICE-2019-11-23	83.39
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-DEC 2019	6,609.82
HANEY SHOE STORE	SAFETY SHOES (2 EMP)	378.98
HDR ENGINEERING	EAST LIFT STATION AND FORCE MAIN	4,272.98
INDOFF	OFFICE SUPPLIES	68.20
MATRIX BUSINESS SYSTEMS	COPIER EXPENSE	62.08
MENARDS	TOOLS, TEAM MEETING SUPPLIES	120.85
METLIFE GROUP BENEFITS	LIFE INSURANCE-DEC 2019	83.37
METLIFE GROUP BENEFITS	LTD INSURANCE-DEC 2019	99.10
METLIFE GROUP BENEFITS	DENTAL INSURANCE-DEC 2019	363.58
NEUVIRTH CONSTRUCTION	EAST LIFT STATION AND FORCE MAIN	188,526.86
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2019-11-22	2,805.94
U.S. CELLULAR	MONTHLY SERVICE-2019-11-10	457.30
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES-DEC 2019	1,327.91
UTILITY EQUIPMENT COMPANY	GREEN MARKING PAINT	56.88
WESTLAKE ACE HARDWARE	SUPPLIES, GALV CABLE, ELEC SUPPLIES	428.50
		\$ 713,847.62

COMMUNITY BETTERMENT

OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2019-11-22	100.16
		\$ 100.16

COMMUNITY DEVELOPMENT

ABBY HIGHLAND	CDBG CONSULTING EXPENSES-NOV 2019	3,965.65
SUBURBAN NEWSPAPERS	LEGAL AD	99.35
		\$ 4,065.00

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CLAIMS FOR DECEMBER 17, 2019

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FEDERAL FORFEITURES

VERIZON WIRELESS	MONTHLY SERVICE	341.19
		<u>\$ 341.19</u>

G.O. BONDS

BANK OF OKLAHOMA	BOND PAYMENTS-POOLS, CONV CTR	569,260.00
DEPOSITORY TRUST/CLEARING CORP	PUB SAFETY BONDS 2/27/14 \$2,620,00,000 PRIN DTCC	100,000.00
DEPOSITORY TRUST/CLEARING CORP	PUB SAFETY BONDS 2/27/14 \$2,620,000 INT DTCC	3,250.00
DEPOSITORY TRUST/CLEARING CORP	PUB SAFETY BONDS 6/3/13 \$5,500,000 INT DTCC	29,337.50
FIRST NATIONAL BANK-FREMONT	BOND PYMT-DTD 2018-6-8	9,460.00
SARPY COUNTY TREASURER	PROPERTY TAXES-2019 RE TAX	29,926.02
		<u>\$ 741,233.52</u>

TOTAL CLAIMS FOR DECEMBER 17, 2019	\$2,711,586.36
TOTAL PAYROLL FOR NOVEMBER 28, 2019	<u>\$ 992,121.71</u>

PROCLAMATION

7b.
12/17/19

WHEREAS, The **Bellevue West** High School Varsity Football team wins the second Class "A" State Championship in the history of **Bellevue West** High School; and

WHEREAS, The Thunderbirds wrapped up an undefeated season by beating Omaha Westside 35-0 in the State Final Game on a snowy and blustery night at Memorial Stadium in Lincoln which capped off a perfect 13-0 season; and

WHEREAS, **Jay Ducker**, closed out his record setting senior season, where he was named Nebraska's Gatorade Player of the year, by rushing for 214 yards and added three touchdowns to his all-time state record behind his big offensive line and junior **Keagan Johnson** added two more long touchdown runs, while the **Bellevue West** defense was flying around making tackles all over the field and recorded their 7th shutout of the season on this memorable night for all the players, coaches, families and fans; and

WHEREAS, Coach Mike Huffman has brought the State Championship back to the Bellevue Community, with help from the coaching staff of Mike Pokorski, Wade McVey, Jack Oholendt, Adam Heuertz, BJ Anderson, Trae Bradburn, Ron Pavlik, Brent Litz, Joe Garry, Luke Procoppio, Chase Reis, Jack Kalina, Kenneth Staskiewicz, Rob Klug, Jerry Schumacher, Jake Perez and Mike Keller and Student Managers Jack Mettin and Caleb Ollis along with athletic trainers Shannon Gier and Sydney Todd and all the players whose hard work and dedication resulted in this memorable championship season; and

WHEREAS, Members of the State Champion Thunderbirds, Will Kieser, Kaden Helms, Tyrus McPherson, Nate Sullivan, Keagan Johnson, Trey Hepburn, Jay Ducker, Giovonni Contreras, Hunter Brown, Nick Chanez, Riley Sine, Evan Cleveland, Jacob Witkop, Xavier Betts, Devin Mills, Tye Stuck, Nate Glantz, Jack McDonnell, Preston Ames, Cruz Jurado, Jerome Houston, Jayshaun Smith, Zack Busse, Markus Sallach, Ryan Rogers, Seth Gage, Jaelin Avant, Jackson Frill, Jayden Roberts, Kier Kier, Maro Smith, Wyatt Cooper, Kameron House, Austin Woodard, Anthony Garcia, LJ Richardson, Keenan Torres, Jarrett McQueen, Alec Franks, CJ Lilienkamp, Anthony Gianelli, Ethan Remmen, Dylan Foutch, Gabriel Champion, Cole Arnold, Ben Hazel, Brett Ginter, Henry Rickels, Kaiden Metz, Nathan Hensley, Caden Camese, Kellen Steuben, Jacob Stephenson, Jayden Kunzman, Dominick Mertz, Kekoa Chai, Logan Glasgo, Adam Johnson, Gary Cullen, Thomas Ault, Kaiden Blobaum, Caden Lind, Kameron Kodat, Tyran Griffin, Jakob Wedel, David Waller, Tyler Chaney, Richard Carper, Jeremiah Warren, Micah Riley, Chase Anderson, Luis Carranza, Matt Thompson and David Shannon have made the Bellevue Community Proud;

NOW, THEREFORE I, Rusty Hike, Mayor of the City of Bellevue, Nebraska do hereby urge the Citizens of Bellevue to recognize the merits of the **Bellevue West** Football Team and to congratulate them for bringing the State Championship to **Bellevue!**

Rusty Hike, Mayor
December 17th, 2019



3rd Qtr. Report
July 2019 - Sept. 2019

BUILDING PERMIT VALUATIONS					
Community	July 2019	Aug. 2019	Sept. 2019	3rd Qtr. 2019	3rd Qtr. 2018
Sarpy County	\$ 8,916,102	\$ 9,103,899	\$ 12,880,564	\$ 30,900,565	\$ 33,387,173
Bellevue	\$ 10,820,375	\$ 32,536,708	\$ 7,107,796	\$ 50,464,879	\$ 31,375,472
Papillion	\$ 28,151,490	\$ 42,031,942	\$ 633,874,325	\$ 704,057,757	\$ 302,294,475
La Vista	\$ 3,604,005	\$ 5,478,308	\$ 1,457,467	\$ 10,539,780	\$ 22,955,540
Gretna	\$ 2,917,623	\$ 6,737,180	\$ 1,712,780	\$ 11,367,583	\$ 10,368,195
Springfield	\$ 134,632	\$ 1,009,872	\$ 1,062,923	\$ 2,207,427	\$ 1,797,704
TOTAL	\$ 54,544,227	\$ 96,897,909	\$ 658,095,855	\$ 809,537,991	\$ 402,178,559

NEW BUSINESS / INDUSTRIAL / OFFICE PARK SUBDIVISIONS PLATTED			
Subdivision Name		Location	Lots
Brook Valley Business Park	109th & Olive Street	La Vista	2
		TOTAL	2

SINGLE FAMILY HOUSING SUBDIVISIONS PLATTED			
Subdivision Name		Location	Lots
Ashbury Creek Phase II	NW Corner 114th & Schram Road	Papillion	112
Scholting Estates	179th South 180th Street	Sarpy	7
Remington Ridge Phase V	Hwy 6 & Hwy 31 & Giles Road	Sarpy	52
		TOTAL	171

SINGLE FAMILY HOUSING PERMITS ISSUED					
Community	July 2019	Aug. 2019	Sept. 2019	3rd Qtr. 2019	3rd Qtr. 2018
Sarpy County	28	30	41	99	106
Bellevue	13	25	17	55	53
Papillion	13	26	43	82	64
La Vista	0	1	0	1	3
Gretna	9	15	7	31	42
Springfield	0	2	4	6	7
TOTAL	63	99	112	274	275

MULTI-FAMILY HOUSING PERMITS ISSUED (# OF UNITS)					
Community	July 2019	Aug. 2019	Sept. 2019	3rd Qtr. 2019	3rd Qtr. 2018
Sarpy County	0	0	0	0	0
Bellevue	0	0	0	0	0
Papillion	114	146	0	260	0
La Vista	0	36	0	36	227
Gretna	0	0	0	0	0
Springfield	0	0	0	0	0
TOTAL	114	182	0	296	227

SARPY COUNTY LABOR FORCE STATISTICS				
Month	Labor Force	Employment	Unemployment	Rate
July 2019	99,343	96,307	3,036	3.1%
Aug. 2019	98,458	95,577	2,881	2.9%
Sept. 2019	97,157	94,456	2,701	2.8%
July 2018	95,125	92,360	2,765	2.9%
Aug. 2018	95,085	92,589	2,496	2.6%
Sept. 2018	94,034	91,706	2,328	2.5%

BUILDING PERMIT VALUATIONS						
Community	Year	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	YTD
Sarpy County	2019	\$ 23,678,366	\$ 38,748,808	\$ 30,900,565		\$ 93,327,739
	2018	\$ 30,382,818	\$ 33,387,173	\$ 21,277,610		\$ 85,047,601
Bellevue	2019	\$ 18,351,453	\$ 44,755,840	\$ 50,464,879		\$ 113,572,172
	2018	\$ 84,815,947	\$ 31,375,472	\$ 23,596,987		\$ 139,788,406
Papillion	2019	\$ 41,526,867	\$ 76,074,927	\$ 704,057,757		\$ 821,659,551
	2018	\$ 31,997,175	\$ 302,294,475	\$ 153,780,244		\$ 488,071,894
La Vista	2019	\$ 4,547,303	\$ 15,696,049	\$ 10,539,780		\$ 30,783,132
	2018	\$ 12,211,283	\$ 22,955,540	\$ 18,319,850		\$ 53,486,673
Gretna	2019	\$ 16,910,464	\$ 11,936,296	\$ 11,367,583		\$ 40,214,343
	2018	\$ 7,835,541	\$ 10,368,195	\$ 11,692,204		\$ 29,895,940
Springfield	2019	\$ 1,522,428	\$ 879,656	\$ 2,207,427		\$ 4,609,511
	2018	\$ 1,602,523	\$ 1,797,704	\$ 1,971,936		\$ 5,372,163
TOTALS	2019	\$ 106,536,881	\$ 188,091,576	\$ 809,537,991	\$ -	\$ 1,104,166,448
	2018	\$ 168,845,287	\$ 402,178,559	\$ 230,638,831	\$ -	\$ 801,662,677

SINGLE FAMILY HOUSING PERMITS ISSUED						
Community	Year	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	YTD
Sarpy County	2019	77	115	99		291
	2018	83	106	62		251
Bellevue	2019	26	46	55		127
	2018	42	53	32		127
Papillion	2019	44	54	82		180
	2018	84	64	78		226
La Vista	2019	0	0	1		1
	2018	2	3	0		5
Gretna	2019	21	15	31		67
	2018	24	42	29		95
Springfield	2019	5	3	6		14
	2018	5	7	8		20
TOTALS	2019	173	233	274		680
	2018	240	275	209		724

MULTI-FAMILY HOUSING PERMITS ISSUED (# OF UNITS)						
Community	Year	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	YTD
Sarpy County	2019	0	0	0		0
	2018	0	0	0		0
Bellevue	2019	0	204	0		204
	2018	130	0	0		130
Papillion	2019	0	36	260		296
	2018	0	0	235		235
La Vista	2019	0	60	26		86
	2018	0	227	84		311
Gretna	2019	0	0	0		0
	2018	0	0	0		0
Springfield	2019	0	0	0		0
	2018	0	0	0		0
TOTALS	2019	0	300	286		586
	2018	130	227	319		676

SINGLE FAMILY HOUSING SUBDIVISIONS PLATTED (# OF LOTS)						
Community	Year	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	YTD
Sarpy County	2019	0	0	59		59
	2018	0	0	267		267
Bellevue	2019	0	121	0		121
	2018	228	0	0		228
Papillion	2019	30	287	112		429
	2018	124	265	122		511
La Vista	2019	0	0	0		0
	2018	0	0	0		0
Gretna	2019	0	0	0		0
	2018	0	193	0		193
Springfield	2019	0	0	0		0
	2018	2	0	0		2
TOTALS	2019	30	408	171		609
	2018	354	458	389		1,201

MAJOR VALUATION PROJECTS - 3rd Qtr. 2019

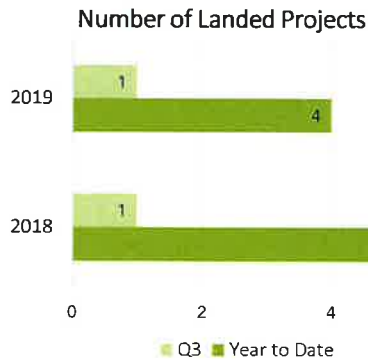
(Over \$75,000)

Project	Address/Location	Community	Valuation	Square Footage
Facebook	12421 Highway 50	Papillion	\$609,000,000	0
Elementary School	11740 South 120th Street	Papillion	\$8,800,000	55,139
Trinity Lutheran Church	848 Gold Coast Road	Papillion	\$7,658,960	0
Pella Office	14478 Crest Road	Papillion	\$6,521,000	0
St. Columbkille School	224 East 5th Street	Papillion	\$6,500,000	0
Google - Data center substation	14865 Gold Coast Road	Papillion	\$5,000,000	0
CLAAS Omaha	8401 South 132nd Street	La Vista	\$3,154,159	12,665
3D Storage	7016 South 104th Street	La Vista	\$2,800,000	0
Diversified Storage (Phase 2)	12033 Valley Ridge Drive	Papillion	\$2,621,189	0
Werner	14507 Frontier Road	Papillion	\$1,485,000	0
Ditch Witch	14061 South 220th Street	Gretna	\$1,412,272	14,766
B Douglas	20816 Gruenther Road	Gretna	\$1,143,885	18,168
Alpine Village Apartments	7100 South 86th Street	La Vista	\$955,076	0
Werner Park	12356 Ballpark Way	Papillion	\$950,000	0
Dr. Barry Weber Dental	10983 Cumberland Drive	Papillion	\$697,130	0
Hail Protection Canopy Carports	14920 Crest Road	Papillion	\$600,000	0
Apartments at Lux 96	1001 West 6th Street	Papillion	\$547,921	0
Northern Natural Gas Company	8305 Cedar Island Road	Bellevue	\$513,906	0
Pinnacle Bank	1100 Park Drive	Springfield	\$418,686	3,919
Level III Communications	1514 Chandler Road	Bellevue	\$408,000	0
Gretna Elementary School (addition)	801 South Street	Gretna	\$347,564	3,478
Pointview Vision	9412 Giles Road	La Vista	\$322,500	0
Gretna Bus Barn	21710 Schram Road	Gretna	\$299,088	6,200
Merrell	Nebraska Crossing	Gretna	\$245,900	2,500
Sperry	Nebraska Crossing	Gretna	\$238,644	2,426
Casey's General Store	9911 South 71st Ave.	Papillion	\$220,000	0
Heights Draft House	7861 Main Street, Suite H	La Vista	\$202,500	0
Athletico Physical Therapy	16918 Morgan Ave., Suite 11	Sarpy	\$187,783	2,640
Tommy Hilfiger	Nebraska Crossing	Gretna	\$184,735	7,512
Dollar Tree	10515 South 15th Street, Bay 103	Bellevue	\$182,235	12,149
Walmart (remodel)	10504 South 15th Street	Bellevue	\$158,738	204,755
Shopko Optical	848 Cornhusker Road, Suite 105	Bellevue	\$150,000	2,125
Verizon (remodel)	11651 South 73rd Street	Papillion	\$150,000	0
Inspro Insurance	12329 Southport Parkway, Suite 100	La Vista	\$150,000	0
Columbia Insurance	12329 Southport Parkway Suite 200	La Vista	\$150,000	0
Serenity Dental	12221-12229 West Giles Road	La Vista	\$150,000	0
Midlands Scientific	10651 Chandler Road, Suite 103	La Vista	\$141,275	0
R&R Commerce Park	14472 Gold Coast Road	Papillion	\$120,000	0
Soleil Nails	9815 Giles Road	La Vista	\$115,000	0
Forged Woodworks	631 South 1st Street, Bay 1	Springfield	\$114,198	672
Central Sales Lighting	6940 South 108th Street	La Vista	\$100,000	0
Casey's General Store	7828 South 123rd Plaza	La Vista	\$90,000	0
Metro West Dental Clinic	12225 West Giles Road	La Vista	\$85,000	0

GOAL

Create, grow and recruit businesses, jobs and investment in Sarpy County

Landed Projects



Capital Investment - Q3
\$10,000,000
YTD: \$17,726,859

Total Jobs - Q3
0

0 New Jobs | 0 Retained Jobs

YTD: 12 New Jobs | 40 Retained Jobs



Project Pipeline

9 Opportunities - Q3

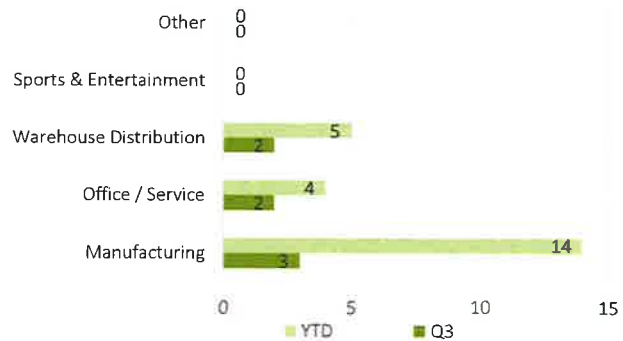
7 New to Market | 2 Existing Business

YTD: 23 New to Market | 6 Existing Business



■ New to Market / Start Up
■ Retention / Expansion

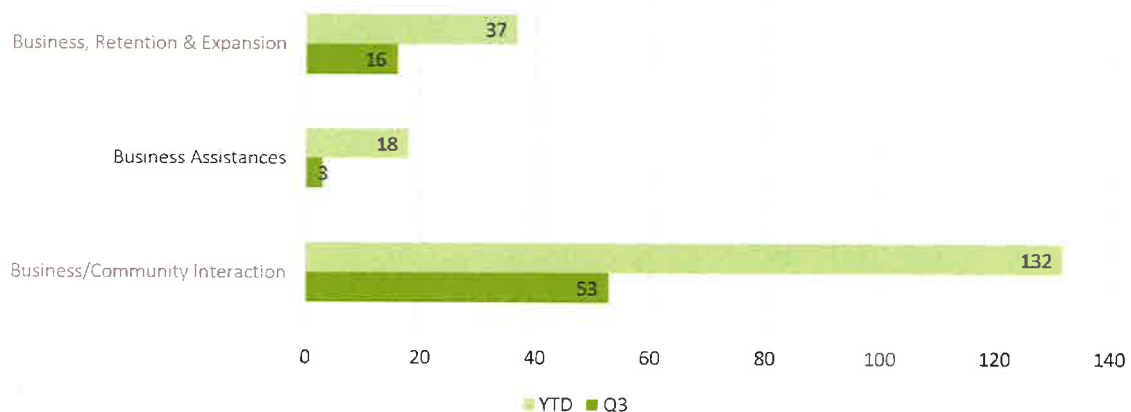
New to Market Project Type



1 Prospect Visits - Q3

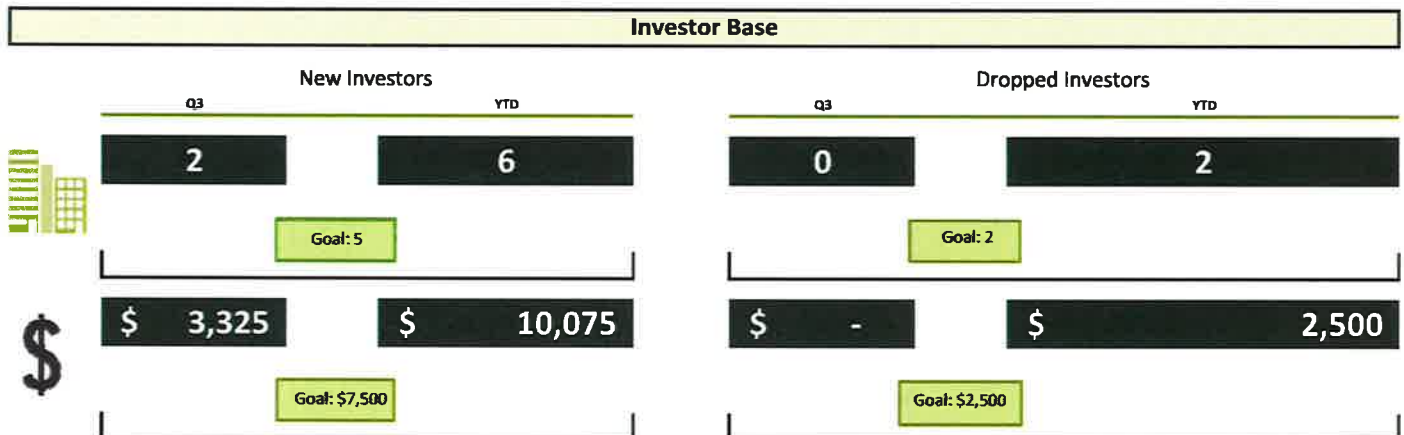
YTD: 5

Business Interactions



GOAL

Deliver relevant and high quality member programs, events, services and information



Event Engagement

Investor Engagement

(264) Annual Meeting
(29) 1st Qtr. Committee Meetings
(57) 1st Qtr. Investor Meeting
(32) Happy Hour
(32) 2nd Qtr. Committee Meetings
(43) 2nd Qtr. Investor Meeting
(34) Happy Hour
(29) 3rd Qtr. Committee Meetings



Board Member Engagement

(35) Board Meeting (March)
(30) Board Meeting (June)
(28) Board Meeting (September)

Organizational Resources

Revenue

\$254,272

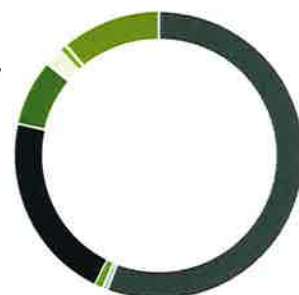
- Private Investments
- Public Investments
- Events
- Other Income



Expenses

\$290,021

- Salaries/Fringe Benefits
- Meals/Entertainment
- Professional & Legal Fees
- Project Investments
- Events/Meetings
- Training/Registrations
- Travel
- Dues & Subscriptions
- Operations



Total Revenue Budget: \$355,275

Total Expense Budget: \$448,438

Strategic Meetings

	Q3	YTD
Speaking Engagements	7	22
Site Investigation & Development TAG Meetings	16	48
Investor Relation Meetings	4	23

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

13a.
12/17/19

COUNCIL MEETING DATE:	SUBMITTED BY: Police	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input checked="" type="checkbox"/>
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>

SUBJECT:

Request to amend Section 19-3 pertaining to lists of examples of public nuisances.

SYNOPSIS/BACKGROUND:

To update Section 19-3 of the Bellevue City Code pertaining to the illustrative list of examples of public nuisances, for the purposes of the maintaining, using, placing, depositing, leaving or permitting to be or remain on the public or private property of any of the listed items, conditions or actions and to declare to be public nuisances.

FISCAL IMPACT: 0.00 BUDGETED FUNDS: NO GRANT/MATCHING FUNDS: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: NO	COUNTER-PARTY:	INTERLOCAL AGREEMENT: NO
CONTRACT DESCRIPTION:		
CONTRACT EFFECTIVE DATE:	CONTRACT TERM:	CONTRACT END DATE:
PROJECT NAME:		
START DATE:	END DATE:	PAYMENT DATE:
		INSURANCE REQUIRED: NO
CIP PROJECT NAME:	CIP PROJECT NAME:	
STREET DISTRICT NAME (S):	STREET DISTRICT NUMBER (S):	
ACCOUNTING DISTRIBUTION CODE:	ACCOUNT NUMBER:	

RECOMMENDATION:

Approve to amend Section 19-3 of the Bellevue City Code pertaining to the nonexclusive illustrative list of examples of public nuisances.

ATTACHMENTS:

1. Red-lined Ordinance No.	2. Clean Ordinance No.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. Bruce Robbins
[Signature]

ORDINANCE NO. 3985

AN ORDINANCE TO AMEND SECTION 19-3 PERTAINING TO THE NONEXCLUSIVE ILLUSTRATIVE LIST OF EXAMPLES OF PUBLIC NUISANCES THAT EXIST PURSUANT TO THE DEFINITIONS IN SECTION 19.2: TO REPEAL SUCH SECTION AS HERETOFORE EXISTING IN 19-3: 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 19-3 of the Bellevue Municipal Code is hereby amended to read as follows:

Sec. 19-3.- Illustrative enumeration.

For the purposes of this chapter, the maintaining, using, placing, depositing, leaving or permitting to be or remain on the public or private property of any of the following items, conditions or actions is a nonexclusive illustrative list of examples of public nuisances that exist pursuant to the definitions in section 19.2:

- (a) Any condition which provides harborage for rats, mice, snakes or other vermin.
- (b) All unnecessary or unauthorized noises and annoying vibrations, including, but not limited to, animal noises.
- (c) All disagreeable or obnoxious gases, odors and/or fumes, as well as the conditions, substances or other causes which give rise to the emission or generation of such gases, odors and/or fumes.
- (d) The dressed or undressed carcasses of fish, animals or fowl, wild game or domestic animals, not disposed of, or removed from the general public view.
- (e) The pollution of any public well or cistern, stream, lake, canal or body of water by sewage, dead animals, creamery or industrial wastes, or other substances.
- (f) Any building, structure or location wherein or upon which any activity which is in violation of local, state or federal law is conducted, performed or maintained.
- (g) Dense smoke, noxious fumes, gas, soot or cinders, in unreasonable quantities.

- (h) Any method of human excreta disposal which does not conform to the provisions of this chapter, state law or city ordinance, rule or regulation.
- (i) Leaking or defective water pipes, sewer pipes, hydrants, cisterns, wells, gutters, drains, rain spouts or seepage in or about any structure used for human occupancy or the surrounding earth.
- (j) Any abandoned or open wells, cisterns or cellars.
- (k) The discharge of any filthy or offensive water, swill, liquid or waste from any commercial establishment into or on any street, alley, sidewalk, gutter, vacant lot, stream or river.
- (l) Any building or structure, including the ground on which it sits, that is used for the unlawful manufacture, cultivation, growth, production, processing, sale, possession, or storage of any controlled substances as defined in R.R.S. 1943, § 28-401 et seq.
- (m) Any building or other structure which is in such a dilapidated condition that it is unfit for human habitation, or kept in such an unsanitary condition that it is a menace to the health of people residing in the vicinity thereof, or presents a fire hazard in the vicinity where it is located.
- (n) Any accumulation of stagnant water permitted or maintained on any lot or property.
- (o) The parking or storage of any vehicle or machine or parts thereof in violation of any municipal code, state statute or federal law.
- (p) Any gathering of five or more persons after 1:00 a.m. but before 6:00 a.m. which results in criminal activity, excessive noise that is the subject of complaints from others, or creates a result in violation of section 19-2(f).
- (q) Any open or exposed surface or substrata in any dwelling which is coated with, consists of or contains any lead-based paint or other lead-based coating material is declared to be a hazard and a nuisance if such surface, substrata, or generated debris is accessible or may become accessible to ingestion or inhalation by any person, but particularly children under the age of six, or may become accessible as a result of a remediation, repair, or construction and is flaking, cracking, peeling, scaling, blistered, chipped or loose, and is present on or in any interior or exterior surface, including but not necessarily limited to any porches or their steps, decking, banisters or railing, walls, windows and sills, doors and jambs, ceilings, exterior trim, boarding, or fascia.
- (r) Any building, structure or dwelling which has upholstered or other furniture which is designed or manufactured primarily for indoor use, including but not limited to upholstered chairs, upholstered couches, appliances, and mattresses used or left on unenclosed exterior porches,

1 balconies or in an exposed open area including but not limited to decks, patios, roofs, yards,
2 driveways or walkways.

3
4 (s) Every other act or thing done, made, permitted, allowed or continued on any property,
5 whether public or private, detrimental to the health or likely to injure any of the inhabitants of the
6 city or its extraterritorial jurisdiction.

7
8 Section 2. That Section 19-3 of the Bellevue Municipal Code as heretofore existing is hereby
9 repealed in its entirety.

10
11 Section 3. This Ordinance shall take effect and be in full force from and after its passage, approval
12 and publication as provided by law.

13
14 ADOPTED by the Mayor and City Council this _____ day of _____ 2019.

15
16
17
18 _____
19 Mayor, Rusty Hike

20
21 ATTEST:

22
23 _____
24 City Clerk

25
26 APPROVED AS TO FORM:

27
28 _____
29 City Attorney

30
31
32 First Reading 12-17-19
33 Second Reading _____
34 Third Reading _____

ORDINANCE NO. 3985

AN ORDINANCE TO AMEND SECTION 19-3 PERTAINING TO THE NONEXCLUSIVE ILLUSTRATIVE LIST OF EXAMPLES OF PUBLIC NUISANCES THAT EXIST PURSUANT TO THE DEFINITIONS IN SECTION 19.2: TO REPEAL SUCH SECTION AS HERETOFORE EXISTING IN 19-3: 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 19-3 of the Bellevue Municipal Code is hereby amended to read as follows:

Sec. 19-3.- Illustrative enumeration.

For the purposes of this chapter, ~~the maintaining, using, placing, depositing, leaving or permitting to be or remain on the public or private property of any of the following items, conditions or actions~~ ~~the following~~ is a nonexclusive illustrative list of examples of public nuisances that exist pursuant to the definitions in section 19.2:

- (a) Any condition which provides harborage for rats, mice, snakes or other vermin.
- (b) All unnecessary or unauthorized noises and annoying vibrations, including, but not limited to, animal noises.
- (c) All disagreeable or obnoxious gases, odors and/or fumes, as well as the conditions, substances or other causes which give rise to the emission or generation of such gases, odors and/or fumes.
- (d) The dressed or undressed carcasses of fish, animals or fowl, wild game or domestic animals, not disposed of, or removed from the general public view.
- (e) The pollution of any public well or cistern, stream, lake, canal or body of water by sewage, dead animals, creamery or industrial wastes, or other substances.
- (f) Any building, structure or location wherein or upon which any activity which is in violation of local, state or federal law is conducted, performed or maintained.
- (g) Dense smoke, noxious fumes, gas, soot or cinders, in unreasonable quantities.

- (h) Any method of human excreta disposal which does not conform to the provisions of this chapter, state law or city ordinance, rule or regulation.
- (i) Leaking or defective water pipes, sewer pipes, hydrants, cisterns, wells, gutters, drains, rain spouts or seepage in or about any structure used for human occupancy or the surrounding earth.
- (j) Any abandoned or open wells, cisterns or cellars.
- (k) The discharge of any filthy or offensive water, swill, liquid or waste from any commercial establishment into or on any street, alley, sidewalk, gutter, vacant lot, stream or river.
- (l) Any building or structure, including the ground on which it sits, that is used for the unlawful manufacture, cultivation, growth, production, processing, sale, possession, or storage of any controlled substances as defined in R.R.S. 1943, § 28-401 et seq.
- (m) ~~Every other act or thing done, made, permitted, allowed or continued on any property, whether public or private, detrimental to the health or likely to injure any of the inhabitants of the city or its extraterritorial jurisdiction.~~ Any building or other structure which is in such a dilapidated condition that it is unfit for human habitation, or kept in such an unsanitary condition that it is a menace to the health of people residing in the vicinity thereof, or presents a fire hazard in the vicinity where it is located.
- (n) Any accumulation of stagnant water permitted or maintained on any lot or property.
- (o) The parking or storage of any vehicle or machine or parts thereof in violation of any municipal code, state statute or federal law.
- (p) Any gathering of five or more persons after 1:00 a.m. but before 6:00 a.m. which results in criminal activity, excessive noise that is the subject of complaints from others, or creates a result in violation of section 19-2(f).
- (q) Any open or exposed surface or substrata in any dwelling which is coated with, consists of or contains any lead-based paint or other lead-based coating material is declared to be a hazard and a nuisance if such surface, substrata, or generated debris is accessible or may become accessible to ingestion or inhalation by any person, but particularly children under the age of six, or may become accessible as a result of a remediation, repair, or construction and is flaking, cracking, peeling, scaling, blistered, chipped or loose, and is present on or in any interior or exterior surface, including but not necessarily limited to any porches or their steps, decking, banisters or railing, walls, windows and sills, doors and jambs, ceilings, exterior trim, boarding, or fascia.

1 (r) Any building, structure or dwelling which has upholstered or other furniture which is
2 designed or manufactured primarily for indoor use, including but not limited to upholstered chairs,
3 upholstered couches, appliances, and mattresses used or left on unenclosed exterior porches,
4 balconies or in an exposed open area including but not limited to decks, patios, roofs, yards,
5 driveways or walkways.

6
7 (s) Every other act or thing done, made, permitted, allowed or continued on any property,
8 whether public or private, detrimental to the health or likely to injure any of the inhabitants of the
9 city or its extraterritorial jurisdiction.

10
11 Section 2. That Section 19-3 of the Bellevue Municipal Code as heretofore existing is hereby
12 repealed in its entirety.

13
14 Section 3. This Ordinance shall take effect and be in full force from and after its passage, approval
15 and publication as provided by law.

16
17 ADOPTED by the Mayor and City Council this _____ day of _____ 2019.

18
19
20
21 _____
22 Mayor, Rusty Hike

23
24 ATTEST:

25
26 _____
27 City Clerk

28
29 APPROVED AS TO FORM:

30
31 _____
32 City Attorney

33
34
35 First Reading _____
36 Second Reading _____
37 Third Reading _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

15a.
12/17/19

COUNCIL MEETING DATE: 12/17/2019		SUBMITTED BY: Tammi Palm, Planning Manager		
AGENDA ITEM:		CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>		ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input checked="" type="checkbox"/>		CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Request to vacate the final plat of Lots 1 through 16, Sherwood Estates. Applicant: Jerry Standerford. General Location: 400 MM Kountze Memorial Drive.

SYNOPSIS/BACKGROUND:

Jerry Standerford has requested the vacation of the final plat of Lots 1 through 16, Sherwood Estates. This plat was recorded in 1994 and never developed. The applicant has indicated he has no plans to develop the property. The property would be extremely difficult to develop due to its topography. In turn, it would be challenging to get utilities to this area. Existing sewer and access easements will remain.

FISCAL IMPACT: BUDGETED FUNDS?: GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: <input type="text" value="NO"/>	COUNTER-PARTY: <input type="text"/>	INTERLOCAL AGREEMENT: <input type="text" value="NO"/>
CONTRACT DESCRIPTION: <input type="text"/>		
CONTRACT EFFECTIVE DATE: <input type="text"/>	CONTRACT TERM: <input type="text"/>	CONTRACT END DATE: <input type="text"/>
PROJECT NAME: <input type="text"/>		
START DATE: <input type="text"/>	END DATE: <input type="text"/>	PAYMENT DATE: <input type="text"/>
		INSURANCE REQUIRED: <input type="text" value="YES"/>
CIP PROJECT NAME: <input type="text"/>	CIP PROJECT NUMBER: <input type="text"/>	
STREET DISTRICT NAME (S): <input type="text"/>	STREET DISTRICT NUMBER (S): <input type="text"/>	
ACCOUNTING DISTRIBUTION CODE: <input type="text"/>	ACCOUNT NUMBER: <input type="text"/>	

RECOMMENDATION:

The Planning Department recommends approval of this request.

ATTACHMENTS:

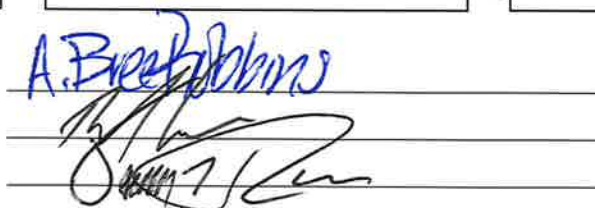
1. Resolution 2019-41	2. Copy of Sherwood Estates Final Plat	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



RESOLUTION NO. 2019-41

APPROVE VACATION OF FINAL PLAT – SHERWOOD ESTATES

WHEREAS, pursuant to Nebraska Revised Statutes a City of the First Class has the power to do all acts on relation to the concerns of the City necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Nebraska Revised Statutes, the powers of the City as a body are exercised by the Mayor & City Council; and,

WHEREAS, the Mayor & City Council has the authority to adopt ordinances, resolution and other regulations, which shall have the force and effect of law; and,

WHEREAS, pursuant to Neb. Rev. Stat. § 19-917, plats or additions to municipalities that have been previously processed and approved may be vacated or changed when such changes are deemed by the municipality to be advantageous and in its best interest; and,

WHEREAS, pursuant to Neb. Rev. Stat. § 19-917, the owner or all the owners of lots or lands in a plat or addition to the municipality are required to petition the municipality to vacate all or part of the plat or addition; and,

WHEREAS, pursuant to Neb. Rev. Stat. § 19-917, the Mayor & City Council are required to approve or decline an application for vacation of a final plat; and

WHEREAS, the applicant, Jerry Standerford, applied for the approval of vacation of the final plat for Sherwood Estates, generally located near 400 MM Kountze Memorial Drive.

WHEREAS, the City of Bellevue Planning Manager reviewed the application for the vacation of the final plat for compliance with the Bellevue City Code and made a recommendation of approval. Attached hereto and incorporated by reference, is the Application, Approval, aerial map of the property and a copy of the Final Plat.

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

I. Sherwood Estates consists of Lots 1 through 16 as platted and recorded in Sarpy County in 1994, located in the Northwest ¼ of Section 30, T14N, R14E, and the Northeast ¼ of Section 25, T14N, R13E, of the 6th P.M., Sarpy County, Nebraska.

II. The current approved final plat for is not consistent for future land use designation.

III. The proposed vacation of the final plat of Sherwood Estates is in conformity with Bellevue City Code and is deemed to be advantageous and in its best interest of the City of Bellevue.

IV. The Planning Manager recommends approval.

BE IT FURTHER RESOLVED THAT the final plat of a subdivision known as Sherwood Estates located in the Northwest ¼ of Section 30, T14N, R14E, and the Northeast ¼ of Section 25, T14N, R13E, of the 6th P.M., Sarpy County, Nebraska is deemed to be advantageous and in its best interest of the City of Bellevue, Nebraska and is hereby vacated.

ADOPTED AND APPROVED this _____ day of December, 2019.

Mayor

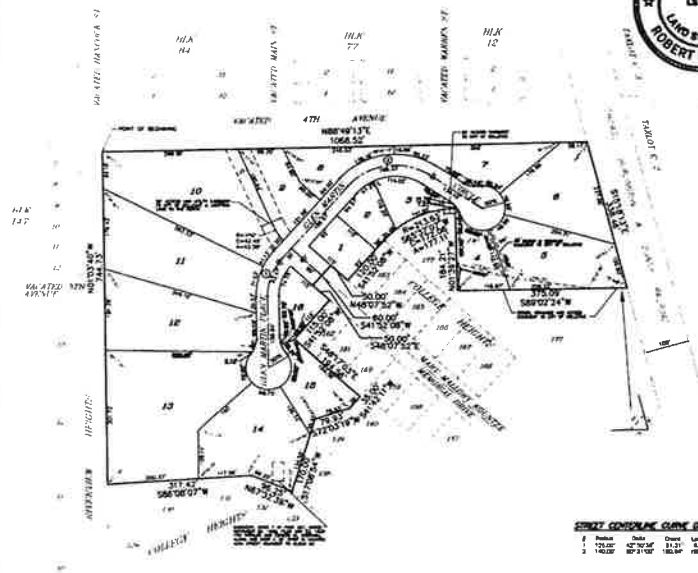
ATTEST:

City Clerk

Print V
D.E. 8 W
Verify _____
Filmed _____
Checked 4070
Fee \$ 256.42

SHERWOOD ESTATES

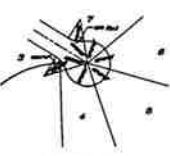
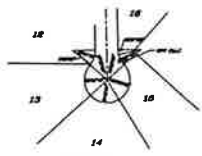
LOTS 1 THRU 16, INCLUSIVE, BEING A PLATTING OF VACATED BLOCKS 13, 75, 76, 85 AND 86, TOGETHER WITH THE VACATED PORTIONS OF STREETS AND AVENUES ADJOINING THERETO, HERETOFORE VACATED BY THE CITY OF BELLEVUE, SAID BLOCKS LYING IN THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 14 NORTH, RANGE 14 EAST AND THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE 6TH P.M., SAPPY COUNTY, NEBRASKA.



STREET CONTINUING CLARK DR

NOTES

1. ALL DISTANCES ARE SHOWN IN DECIMAL FEET.
2. ALL DISTANCES SHOWN ALONG CLAVES ARE AS DISTANCES NOT CHORD DISTANCES.
3. ALL ANGLES ARE NOT LIMITED TO 90 DEGREE NOTES.
4. ALL LOT LINES ON CLINED STREETS ARE BOUND, UNLESS OTHERWISE NOTED (N.E.).
5. DISTANCES AND ANGLES SHOWN IN PARENTHESES REFER TO EASEMENTS.



GLEN MARTIN PLACE

GLEN MARTIN CIRCLE

SUBSCRIBERS, CONTINUE

[illegible]

Robert G. Frost, L.S. 378

Jun 27, 1964

94-20824

CLINICAL

[illegible]

SHERWOOD HOLDINGS, INC.

A National Corporation, DRI:R
Glenn R. Palmer
 GLENN R. PALMER, President

Date of Interview: 1/25/01

County of Douglas

On this 14th day of June, 1917, A.B. before me, a Notary Public, duly commissioned and qualified for said County, appeared CLYDE H. PALMER, who personally known to me to be the identical person whose name is affixed to the above instrument as President of SOUTHWESTERN POWER, INC., a Nebraska Corporation, and he did acknowledge his execution of the foregoing Subpoena to be his voluntary act and deed as such officer and the validity of said Corporation.

Witness my hand and official seal the date last aforesaid.

John B. Mah.

Witness my hand and official seal the date last aforesaid

I HEREBY APPROVE this plot of SHERWOOD ESTATES (Lots 1 through 16, inclusive), the 27-7-1911

APPROVAL OF CITY PLANNING COMMISSION

The plot of SHERWOOD ESTATE was approved by the City Planning Commission of the City of Raleigh on 28th day of July 1964.

This plot of S-CROWOOD ESTATES was approved and accepted by the City Council on the 22nd day of August, 1994.

with the Register of Deeds as provided in Section 4-115 of the City of Chicago Ordinance

_____ Aug 23 1894 _____ 12 miles 4 rods

COUNTY TREASURER'S CERTIFICATE

THIS IS TO CERTIFY THAT I find no reason to suspect fraud or collusion against the property described in the Surveyor's Certificate and endorsed in this plot, as shown by the records of this office, this 32 day of Aug. 1984.

TREASURER'S CERTIFICATION

TREASURER'S CERTIFICATION
IS ONLY VALID UNTIL
DECEMBER 30th OF THIS YEAR

20824

FINAL PLAT

Lamp, Rynearson & Associates, Inc.

SHERWOOD ESTATES
BELLEVUE, NEBRASKA

designed by
ACF
drawn by
(HWS)
revision(s)
job number
93045-472
date
5/24/94
sheet
1 of 1

15b.
12/17/19

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 12/17/2019		SUBMITTED BY: Susan Kluthe, City Clerk	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input checked="" type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Approval to operate a satellite keno location at the Knights Event Center

SYNOPSIS/BACKGROUND:

Advanced Gaming has a Lottery Operator's Agreement with the City allowing them to receive City Council approval of satellite and other keno locations to be operated in accordance with this agreement. Advanced Gaming received an application for permission to operate a satellite location at 1020 Lincoln Road, a business owned and operated by Industrial Social Hall, dba "Knights Events Center." Advanced Gaming is now requesting permission from City Council to operate a satellite keno location at this site.

FISCAL IMPACT: N/A BUDGETED FUNDS: NO GRANT/MATCHING FUNDS: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: NO		COUNTER-PARTY:	INTERLOCAL AGREEMENT: NO
CONTRACT DESCRIPTION:			
CONTRACT EFFECTIVE DATE:	CONTRACT TERM:	CONTRACT END DATE:	
PROJECT NAME:			
START DATE:	END DATE:	PAYMENT DATE:	INSURANCE REQUIRED: NO
CIP PROJECT NAME: n/a	CIP PROJECT NAME: n/a		
STREET DISTRICT NAME (S): n/a	STREET DISTRICT NUMBER (S): n/a		
ACCOUNTING DISTRIBUTION CODE: n/a	ACCOUNT NUMBER: n/a		

RECOMMENDATION:

Approval of Resolution No. 2019-42: Requesting approval to operate a satellite keno location at the business operated by Industrial Social Hall, dba "Knights Event Center" at 1020 Lincoln Road, Bellevue, NE and authorize the Mayor to sign

ATTACHMENTS:

1. Resolution No. 2019-42	2. Form 50G Location License App	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. Fred Robbins
[Signature]

RESOLUTION NO. 2019-42

WHEREAS, the City of Bellevue has entered into a Lottery Operator's Agreement with Advanced Gaming Technologies, Inc. ("Advanced"), to operate a keno-type lottery within the City of Bellevue, Nebraska ("the Lottery Operator's Agreement"); and,

WHEREAS, the Lottery Operator's Agreement allows Advanced to receive the Bellevue City Council's approval of satellite and other keno locations to be operated in accordance with the Lottery Operator's Agreement approved by this Council; and,

WHEREAS, Advanced has received an application for permission to operate a satellite location at 1020 Lincoln Road, Bellevue, Nebraska, a business operated by Industrial Social Hall., doing business under the name "Knights Event Center."

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

Advanced Gaming Technologies, Inc., is hereby granted approval to operate a satellite keno location at the business operated by Industrial Social Hall, doing business under the name "Knights Event Center" at 1020 Lincoln Road, Bellevue, Nebraska.

PASSED AND APPROVED this 17th day of December 2019.

APPROVED AS TO FORM:

City Attorney

Mayor

ATTEST:

City Clerk



Nebraska Schedule II - County/City Lottery Sales Outlet Location Application

Form 50G
Schedule II

- No license fee required.
- Incomplete schedules will be returned.

1 Nebraska ID Number of County, City, or Village

323357

2 County, City, or Village Name on Form 50G

City of Bellevue

Please Do Not Write In This Space

Sales Outlet Location Information (Attach additional sheet if necessary)

3 Nebraska ID Number

01-2252147

4 Federal ID or Social Security Number

47-0659459

5 Type of Application:

☒ New ☐ Renewal ☐ Report Changes ☐ Cancel

Business Name and Location Address

Name

INDUSTRIAL SOCIAL HALL

Trade Name of Business (If Different Than Above)

Knights Event Center

Street Address

City

State

Zip Code

County

Business Name and Mailing Address

Business Name

KNIGHTS EVENT CENTER

Street or Other Mailing Address

1020 LINCOLN RD

City

State

Zip Code

Bellevue NE 68005

Nebraska Liquor License Number

010661

6 Type of Ownership

☐ Sole Proprietorship

☐ Domestic Corporation

☐ Limited Liability Company

☒ Nonprofit Corporation or Organization

☐ Partnership

☐ Foreign Corporation

☐ Domesticated Corporation

☐ Other

7 Location Type

☒ Keno Satellite

☐ Keno Independent Game

Your Social Security number and date of birth are required under the Nebraska County and City Lottery Act and will be used to request criminal history information from law enforcement agencies to determine if the legal requirements for a lottery sales outlet location's license are met.

8 List the Social Security number, full name, home address, date of birth, type of involvement, and percentage of ownership for each of the following persons involved with the applicant.

a. If a sole proprietorship, list the individual owner.

b. If a partnership, list each partner and spouse.

c. If a corporation, list each officer and spouse and each person holding 10% or more of the debt or equity of the applicant corporation. If any person holding 10% or more of the debt or equity of the applicant corporation is a partnership, limited liability company, or corporation, list each partner of such partnership, each member of such limited liability company, or each officer of such corporation and every person holding 10% or more of the debt or equity of any such partnership, limited liability company or corporation.

d. If a limited liability company, list each member and spouse.

e. If a nonprofit organization or nonprofit corporation, list each officer and the individual designated as manager.

(Attach additional sheet if necessary)

Social Security Number	Name, Address, City, State, Zip Code (See instructions)	Date of Birth	Type of Involvement and Percentage of Ownership
506-66-6643	Larry J Red? 101 Kings Dr Bellevue 68005	1-12-61	Manager
227-72-9339	Tony Reed 101 Kings Dr Bellevue	7-25-50	Asst Mgr

9 Does any person other than those listed in line 8 above have any ownership interest in the license applicant? (See instructions)

☐ Yes

☒ No

If Yes, In the case of an individual, identify the Social Security number, full name, home address, date of birth, type of ownership interest of each such individual. In the case of a business, identify the federal employer ID number, business name, address, and type of ownership interest of each such business. (Attach additional sheet if necessary)

10a Has anyone listed in line 8 ever been convicted of, forfeited bond upon a charge of, or pled guilty or nolo contendere to any felony or misdemeanor at any time involving any gambling activity, fraud, theft, willful failure to make required payments or reports, or filing false reports with a governmental agency at any level? This includes shoplifting or issuing bad checks.

☐ Yes

☒ No If Yes, see instructions.

10b Has anyone listed in line 8 ever been convicted of, forfeited bond upon a charge of, or pled guilty or nolo contendere to any felony other than that described in line 10a within 10 years preceding the date of this application?

☐ Yes

☒ No If Yes, see instructions.

11 Has each of the individuals listed in line 8 above complied with the Instructions for Completing Fingerprint Application, or when applicable, filed a signed Affidavit by Spouse for Waiver form?

☒ Yes

☐ No (See What Must Be Filed instructions)

12 Do any of the individuals listed in line 8 above have a financial interest, directly or indirectly, in any company licensed as a manufacturer or distributor pursuant to the Nebraska Bingo Act or the Nebraska Pickle Card Lottery Act or in any company licensed as a manufacturer-distributor pursuant to the Nebraska County and City Lottery Act?

☐ Yes

☒ No If Yes, attach a detailed explanation of such interests.

13 Does any member of the governing board or any governing official of the county, city, or village named in this application have any financial interest, directly or indirectly, in the business named in this application?

☐ Yes

☒ No If Yes, attach a detailed explanation of such interests.

14 Do any of the individuals listed in line 8 above currently hold or have they previously held any other licenses issued under the Nebraska Bingo Act, the Nebraska Pickle Card Lottery Act, the Nebraska Lottery and Raffle Act, or the Nebraska County and City Lottery Act?

☐ Yes

☒ No If Yes, indicate the types of licenses, and their current status (active, suspended, cancelled, revoked, or expired).

sign
here

Signature of Sales Outlet Location Owner, Member, Partner, Officer, or Person Authorized by Attached Power of Attorney
Name of Person to Contact Regarding This Application:
Name: Judy M Reed Title: Asst Mgr

Signature: Manager Title: Manager

Date: 11-25-19 Daytime Phone Number: 402-210-6167

Attach documentation indicating approval of location by governing board of the county, city, or village and a copy of the site agreement.

I declare that I have examined this application, and authorize the applicant to conduct a lottery on behalf of the county, city, or village named in this application.

sign
here

Authorized Signature

Title

Date

Daytime Phone Number

Retain a copy for your records.

**CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET**

***16a.
12/17/19**

COUNCIL MEETING DATE: 12/17/2019		SUBMITTED BY: CDBG/Finance Department		
AGENDA ITEM:		CONSENT AGENDA <input checked="" type="checkbox"/>	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 <input type="checkbox"/>	

SUBJECT:

Approve Request for Release of Funds for CDBG 2019 projects and authorize submittal to HUD. (Council previously approved these projects in the 2019 Action Plan.)

SYNOPSIS/BACKGROUND:

The City of Bellevue is required to perform an environmental assessment for all projects receiving CDBG assistance to identify any potential environmental issues and verify there will not be a negative impact on the surrounding environment. The Environmental Review Record for 2019 Projects has been completed and a Notice of Finding of No Significant Impact and Request for Release of Funds published and posted at locations identified in the Citizen Participation Plan. The 2019 project were approved by Council in the 2019 Action Plan on 7/16/19 and in the CDBG Funding Agreement on 11/19/19.

FISCAL IMPACT: \$480,531.35 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: YES No matching funds

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: NO		COUNTER-PARTY:	INTERLOCAL AGREEMENT: NO	
CONTRACT DESCRIPTION:				
CONTRACT EFFECTIVE DATE:		CONTRACT TERM:	CONTRACT END DATE:	
PROJECT NAME:				
START DATE: 10/01/2019	END DATE: 09/30/2020	PAYMENT DATE:	INSURANCE REQUIRED: YES	
CIP PROJECT NAME:		CIP PROJECT NUMBER:		
STREET DISTRICT NAME (S):		STREET DISTRICT NUMBER (S):		
ACCOUNTING DISTRIBUTION CODE: HUD FY-19		ACCOUNT NUMBER: 4720		

RECOMMENDATION:

Approve the HUD Form 7015.15 - Request for Release of Funds and Certifications and submission to HUD.

ATTACHMENTS:


1. Combined Notice	2.	3.
4. HUD Form 7015.15	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



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

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

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

REQUEST FOR RELEASE OF FUNDS

On or after December 17, 2019, the City of Bellevue will submit a request to the U.S. Department of Housing and Urban Development (HUD) for the release of CDBG program funds under Title I of the Housing and Community Development Act of 1974, as amended, in the amount of \$355,531 which will be used in addition to \$125,000.35 in reallocated funds, to implement the following projects: Administration, Acquisition, Public Facility and Improvements, Housing and Public Service activities. The following projects identified in the City of Bellevue FY 2019 Action Plan are exempt from 24 CFR 58.34 Subpart D: Housing Foundation Capacity Building, &10,000; BJS Sports Participation Assistance Program, \$8,000; Heartland Family Services Housing Navigator Program \$15,000; Program Administration, \$50,000. The following projects are not exempt from 24 CFR Part 58.34 Subpart D – Environmental Review Process, therefore, a public notice is required.

Categorically Excluded, Subject to 58.5

- Habitat for Humanity of Sarpy County 2020 Land Purchase – project includes purchase of a vacant lot for the development of affordable housing, \$22,000.00
- Chandler Hills Curb and Reconstruction Project – project will include reconstruction of existing deteriorated streets and curbs in an LMI census tract in northern Bellevue, \$260,631.35
- Washington Park Improvement – project will include sidewalk, crosswalk, and other ADA improvements to Washington Park, \$114,900.00

FINDING OF NO SIGNIFICANT IMPACT

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

PUBLIC COMMENTS

Any individual, group, or agency may submit written comments on the ERR to the City of Bellevue, Office of the Mayor, 1500 Wall Street, Bellevue, NE 68005. All comments received by December 17, 2019, will be considered by the City of Bellevue prior to authorizing submission of a request for release of funds. Comments should specify which Notice they are addressing.

RELEASE OF FUNDS

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

OBJECTIONS TO RELEASE OF FUNDS

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

Abby Highland
CDBG Program Administrator

Rusty Hike
Mayor, City of Bellevue

Request for Release of Funds and Certification

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

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

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

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

1. Program Title(s) Community Development Block Grant Entitlement	2. HUD/State Identification Number B-19-MC-31003	3. Recipient Identification Number (optional)
4. OMB Catalog Number(s) 14.218	5. Name and address of responsible entity City of Bellevue 1500 Wall Street Bellevue, NE 68005	
6. For information about this request, contact (name & phone number) Abby Highland, CDBG Program Administrator, (402)293-3000		
8. HUD or State Agency and office unit to receive request U.S. Department of Housing & Urban Development Omaha Field Office, Edward Zorinsky Federal Building 1616 Capital, Suite 329 Omaha, NE 68102-4908	7. Name and address of recipient (if different than responsible entity)	

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

9. Program Activity(ies)/Project Name(s) 2019 Action Plan Activities; Habitat 2020 Land Purchase, Chandler Hills Curb & Reconstruction Project, Washington Park Improvements, Housing Foundation Capacity Building, BJSA Participation Assistance Program, Heartland Housing Navigator, Program Administrator	10. Location (Street address, city, county, State) City-wide, Bellevue, NE 68005
---	--

11. Program Activity/Project Description

Acquisition/Clearance, Habitat for Humanity of Sarpy County, 2020 Land Purchase, project includes purchase of one vacant lot for development of affordable housing, \$22,000

Public Facilities and Improvements, City of Bellevue, Chandler Hills Curb and Reconstruction Project, reconstruction of deteriorated streets and installation of curb, guttering, and guard rails in an LMI census tract, \$260,631.35

Public Facilities and Improvements, City of Bellevue, Washington Park Improvement Project, project includes replacement and installation of ADA sidewalks, curb ramps, and other accessibility improvements to park in LMI census tract, \$114,900

Housing, Housing Foundation of Sarpy County, project includes funds to assist capacity building and planning for future development to address affordable housing in Bellevue city limits, \$ 10,000

Public Service, BJSA Sports Participation Assistance Program, project will provide participation assistance in organized sports programs for LMI households from Bellevue, \$8,000

Public Service, Heartland Family Service Housing Navigator Program, project will provide assistance for housing navigator services and with obtaining housing to LMI households, \$15,000

Program Administration, project will provide funding for the administration of the CDBG program, \$50,000

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

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

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

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

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

Signature of Certifying Officer of the Responsible Entity	Title of Certifying Officer Mayor, City of Bellevue
X	Date signed 1/21/2020

Address of Certifying Officer

1500 Wall Street, Bellevue, NE 68005

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

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

Signature of Authorized Officer of the Recipient	Title of Authorized Officer
X	Date signed

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

**CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET**

**16b.
12/17/19**

COUNCIL MEETING DATE:	December 17, 2019	AGENDA ITEM TYPE:	
		SPECIAL PRESENTATION	<input type="checkbox"/>
SUBMITTED BY:		ORDINANCE	<input type="checkbox"/> PUBLIC HEARING REQUIRED <input type="checkbox"/>
Chief Perry Guido		RESOLUTION	<input type="checkbox"/> PUBLIC HEARING REQUIRED <input type="checkbox"/>
		CURRENT BUSINESS	<input checked="" type="checkbox"/> PUBLIC HEARING REQUIRED <input type="checkbox"/>
		CONSENT	<input checked="" type="checkbox"/>
		OTHER (SEE CLERK)	<input checked="" type="checkbox"/>

SUBJECT:

Budgeted Computers for 2019/2020

SYNOPSIS:

Budgeted replacement computers for the City Departments

BACKGROUND

Continued rotation replacement of city computers.

FISCAL IMPACT: \$ 50,266.00

BUDGETED FUNDS? Yes

GRANT/MATCHING FUNDS? N/A

TRACKING INFORMATION FOR CONTRACTS & PROJECTS

IS THIS A CONTRACT? N/A		COUNTER-PARTY:		INTERLOC N/A	
CONTRACT DESCRIPTION:					
CONTRACT EFFECTIVE DATE:		CONTRACT TERM:		CONTRACT END DATE:	
PROJECT NAME:					
START DATE:		END DATE:		PAYMENT DATE:	
				INSURANCE REQUIRED	
CIP PROJECT NAME:		CIP PROJECT NUMBER:			
MAPA NAME(S):		MAPA NUMBER(S):			
STREET DISTRICT NAME(S):		STREET DISTRICT NUMBER(S):			
ACCOUNTING DISTRIBUTION CODE:		10-24-6342		ACCOUNT NUMBER:	

RECOMMENDATION:

Approve purchase

ATTACHMENTS:

1 Dell Quote

2

3

4

5

6

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL TO SUBMIT:

A. Bree Roblins

[Signature]



A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000051066270.1	Sales Rep	Janitta Swain
Total	\$50,266.00	Phone	(800) 456-3355, 5138885
Customer #	92749231	Email	Janitta_Swain@Dell.com
Quoted On	Nov. 26, 2019	Billing To	RUSTY ETHRIDGE
Expires by	Dec. 26, 2019		SARPY COUNTY INFORMATION S
Deal ID	18433295		YST
			1210 GOLDEN GATE DR
			STE 1130
			PAPILLION, NE 68046-2842

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Janitta Swain

Shipping Group

Shipping To	Shipping Method
RUSTY ETHRIDGE	Standard Delivery
SARPY COUNTY INFORMATION	
SYST	
1210 GOLDEN GATE DR	
PAPILLION, NE 68046-2839	
(402) 593-1569	

Product	Unit Price	Qty	Subtotal
OptiPlex 7470 AIO MLK	\$1,226.00	41	\$50,266.00

Subtotal:	\$50,266.00
Shipping:	\$0.00
Non-Taxable Amount:	\$50,266.00
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00
<hr/>	
Total:	\$50,266.00

Special lease pricing may be available for qualified customers and offers. Please contact your DFS Sales Representative for details.

Shipping Group Details

Shipping To

RUSTY ETHRIDGE
SARPY COUNTY INFORMATION
SYST
1210 GOLDEN GATE DR
PAPILLION, NE 68046-2839
(402) 593-1569

Shipping Method

Standard Delivery

OptiPlex 7470 AIO MLK		\$1,226.00	Qty	Subtotal
Estimated delivery if purchased today:			41	\$50,266.00
Dec. 18, 2019				
Contract # C000000012101				
Customer Agreement # MNWNC-108 /14252				
Description	SKU	Unit Price	Qty	Subtotal
OptiPlex 7470 All-in-One XCTO	210-ASEV	-	41	-
Intel® Core™ i5-9500 (6 Cores/9MB/6T/3.0GHz to 4.4GHz/65W); supports Windows 10/Linux	338-BRSY	-	41	-
Windows 10 Pro (64bit) English	619-AHCR	-	41	-
No AutoPilot	340-CKSZ	-	41	-
No Productivity Software	630-AAPK	-	41	-
8GB 1X8GB DDR4 2666MHz Non-ECC	370-ADZL	-	41	-
No Out-of-Band Systems Management	631-ACCY	-	41	-
No Additional Hard Drive	401-AADF	-	41	-
No Wireless LAN Card	555-BBFO	-	41	-
No Wireless Driver	340-AFMQ	-	41	-
7470 AIO 23.8" FHD 1920x1080 IPS Non-Touch Anti-Glare, IR Camera, Integrated Graphics, Platinum PSU	329-BEJC	-	41	-
Dell Black Wireless 10 Key Numeric Keypad Multimedia Keys KM636 Keyboard w/Mouse	580-AEYY	-	41	-
Mouse included with Keyboard	570-AADI	-	41	-
No Cable Cover	325-BCZQ	-	41	-
No Additional Cable Requested	379-BBCY	-	41	-
Not selected in this configuration	817-BBBC	-	41	-
OptiPlex All-in-One DVD+/-RW enclosed in Height Adjustable Stand, 7460/7470 All-in-One	575-BBRE	-	41	-
SupportAssist	525-BBCL	-	41	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	41	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	41	-
Waves Maxx Audio	658-BBRB	-	41	-
Dell Developed Recovery Environment	658-BCUV	-	41	-
Infrared camera driver for OptiPlex 7470/7770 AIO	658-BEHF	-	41	-
Software for OptiPlex 7470/7770 AIO	658-BEHG	-	41	-

OS-Windows Media Not Included	620-AALW	-	41	-
ENERGY STAR Qualified	387-BBLW	-	41	-
Non-Touch LCD, Dell OptiPlex AIO	391-BBDM	-	41	-
Dell Developed Recovery Environment	658-BCUV	-	41	-
No FGA	817-BBBB	-	41	-
Intel Integrated Graphics, Dell OptiPlex	490-BBFG	-	41	-
2.5 inch 512GB SATA Class 20 Solid State Drive	400-BDWO	-	41	-
No External ODD	429-ABGY	-	41	-
Setup and feature guide for 7470AIO	340-CMLL	-	41	-
Intel(R) Core(TM) i5 Processor Label	340-CKVN	-	41	-
Safety/Environment and Regulatory Guide (English/French Multi-language)	340-AGIK	-	41	-
No UPC Label	389-BCGW	-	41	-
TPM Enabled	329-BBJL	-	41	-
No Optane	400-BFPO	-	41	-
US Order	332-1286	-	41	-
NO RAID	817-BBBN	-	41	-
Desktop BTO Standard shipment	800-BBIO	-	41	-
No Intel Rapid Start or Smart Connect	409-BBCF	-	41	-
No Anti-Virus Software	650-AAAM	-	41	-
FCC Declaration of Conformity Label	389-DPBE	-	41	-
MOD,LBL,REG,FSJ,GS,7470	389-DPYO	-	41	-
Ship Material for OptiPlex All-in-One DVD+/-RW enclosed in Height Adjustable Stand, 7460 All-in-One	340-CHGD	-	41	-
Shipping Label for DAO	389-BBUU	-	41	-
System Power Cord (Philippine/TH/US)	450-AAOJ	-	41	-
Dell Limited Hardware Warranty Plus Service	997-6870	-	41	-
Onsite/In-Home Service After Remote Diagnosis 4 Years	997-6873	-	41	-

Subtotal:	\$50,266.00
Shipping:	\$0.00
Estimated Tax:	\$0.00
Total:	\$50,266.00

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at <http://www.dell.com/terms> or www.dell.com/oemterms); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions : Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms : Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms.

In case of Resale only : Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^Dell Business Credit (DBC):

OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of \$15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.

**CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET**

**16c.
12/17/19**

COUNCIL MEETING DATE:	12/17/2019	AGENDA ITEM TYPE:	
		SPECIAL PRESENTATION	<input type="checkbox"/>
SUBMITTED BY: Jeff Roberts, Public Works Director		ORDINANCE	PUBLIC HEARING REQUIRED <input type="checkbox"/>
		RESOLUTION	PUBLIC HEARING REQUIRED <input type="checkbox"/>
		CURRENT BUSINESS	PUBLIC HEARING REQUIRED <input checked="" type="checkbox"/>
		CONSENT	<input checked="" type="checkbox"/>
		OTHER (SEE CLERK)	

SUBJECT:

Maintenance Agreement NO. 5

SYNOPSIS:

Approve the Agreement between the City of Bellevue and the Nebraska Department of Transportation for reimbursement for HWY 370 Maintenance in the amount of \$21,859.

BACKGROUND

Yearly Renewal of Street Agreement with Nebraska Department of Transportation for maintenance at HWY 370.

FISCAL IMPACT: \$21,859.00

\$21,859.00

BUDGETED FUNDS? N/A

GRANT/MATCHING FUNDS? N/A

TRACKING INFORMATION FOR CONTRACTS & PROJECTS

IS THIS A CONTRACT?	N/A	COUNTER-PARTY:		INTERLOC	N/A
CONTRACT DESCRIPTION:					
CONTRACT EFFECTIVE DATE:		CONTRACT TERM:		CONTRACT END DATE:	
PROJECT NAME:					
START DATE:		END DATE:		PAYMENT DATE:	
CIP PROJECT NAME:			CIP PROJECT NUMBER:		
MAPA NAME(S):			MAPA NUMBER(S):		
STREET DISTRICT NAME(S):			STREET DISTRICT NUMBER(S):		
ACCOUNTING DISTRIBUTION CODE:			ACCOUNT NUMBER:		

RECOMMENDATION:

Request approval of the Agreement and authorize the Mayor to sign the Agreement between the City of Bellevue and NE Dept of Transportation for Maintenance Agreement NO. 5.

ATTACHMENTS:

1 Letter Form Agreement

2

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6

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL TO SUBMIT:

A. B. Robbins

AGREEMENT RENEWAL

Maintenance Agreement No. 5
Maintenance Agreement between the Nebraska Department of Transportation and the
Municipality of Bellevue
Municipal Extensions in Bellevue

We hereby agree that Maintenance Agreement No. 5 described above be renewed for the period January 1, 2020 to December 31, 2020.

All figures, terms and exhibits to remain in effect as per the original agreement dated January 1, 2016 with Attachments B and C attached hereto.

In witness whereof, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates indicated below.

Executed by the City this _____ day of _____,

ATTEST: City of Bellevue

City Clerk/Witness

Mayor/Designee

Executed by the State this _____ day of _____,

ATTEST: State of Nebraska

District Engineer, Department of Transportation



Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

City Maintenance Agreement

Attachment B

City of: Bellevue

Date: 1/1/20

☒ Surface Maintenance

From Attachment "C", it is determined that the State's responsibility for surface maintenance within the City limits is 8.64 lane miles. Pursuant to Sections 1a, 8a, 8d of the Agreement and to Attachment "C" made part of this Agreement through reference, the State agrees to pay to the City the sum of \$2,530.00 per lane mile for performing the surface maintenance on those lanes listed on Attachment "C".

Amount due the City for surface maintenance:

8.64 lane miles x \$2,530.00 per lane mile = \$21,859.20.

☐ Snow Removal

From Attachment "A", it is determined that snow removal within City limits is the responsibility of the City. Pursuant to Section 8d of the Agreement and to Attachment "C" made a part of this Agreement through reference, the City agrees to pay to the State the sum of \$ _____ per lane mile for performing snow removal on those lanes listed on Attachment "C".

Amount due the State for snow removal:

_____ lane miles x \$ _____ per lane mile = \$ _____

☐ Other (*Explain*)

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION

City of Bellevue

RESPONSIBILITY FOR SURFACE MAINTENANCE
OF MUNICIPAL EXTENSIONS

Neb. rev. Stat. 39-1339
and Neb. Rev. Stat. 39-2105

DESCRIPTION	HWY NO.	REF FROM	POST TO	LENGTH IN MILES	TOTAL DRIVING LANES	TOTAL LANE MILES	RESPONSIBILITY STATE	CITY
West City Limits 48th Street to 25th Street	370	13.40	15.46	2.06	4	8.24	8.24	
Hwy75 Bridge to Hwy 75 North off Ramp	370	16.06	16.16	0.10	4	0.40	0.40	
Total Lane Miles						8.64	8.64	

CERTIFICATE OF COMPLIANCE

Maintenance Agreement No. 5 QE 1120 Supp 2
Maintenance Agreement between the Nebraska Department of Roads and the
Municipality of Bellevue
Municipal Extensions in Bellevue

We hereby certify that all roadway snow removal and/or surface maintenance has been accomplished as per terms of the Maintenance Agreement specified above.

As per Section 8d of the Agreement, we are submitting this certificate to District Engineer Timothy W. Weander, Department of Roads, Bellevue, Nebraska.

ATTEST: _____ day of _____, 20.

City Clerk

Mayor/Designee

I hereby certify that all roadway snow removal and/or surface maintenance was performed as per the above listed agreement and payment for the same should be made.

District Engineer, Department of Roads

For Office Use Only

Agreement No.: _____
Pay/Bill Code: _____
Contractor No.: _____
Amount: \$ _____

**CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET**

16d.
12/17/19

COUNCIL MEETING DATE:	12/17/2019	AGENDA ITEM TYPE:	
		SPECIAL PRESENTATION	<input type="checkbox"/>
SUBMITTED BY: Jeff Roberts, Public Works Director		ORDINANCE	<input type="checkbox"/> PUBLIC HEARING REQUIRED <input type="checkbox"/>
		RESOLUTION	<input type="checkbox"/> PUBLIC HEARING REQUIRED <input type="checkbox"/>
		CURRENT BUSINESS	<input checked="" type="checkbox"/> PUBLIC HEARING REQUIRED <input type="checkbox"/>
		CONSENT	<input type="checkbox"/>
		OTHER (SEE CLERK)	<input type="checkbox"/>

SUBJECT:

High Pressure Water Jetter Truck Mounted

SYNOPSIS:

Approve the Agreement between the City of Bellevue and Elliott Equipment company for a High Pressure Water Jetter Truck Mounted.

BACKGROUND

This replace the existing sewer jet truck.

FISCAL IMPACT: \$285,385.15

BUDGETED FUNDS? Yes

GRANT/MATCHING FUNDS? N/A

10-20-7000

TRACKING INFORMATION FOR CONTRACTS & PROJECTS

IS THIS A CONTRACT? N/A		COUNTER-PARTY:		INTERLOC N/A	
CONTRACT DESCRIPTION:					
CONTRACT EFFECTIVE DATE:		CONTRACT TERM:		CONTRACT END DATE:	
PROJECT NAME:					
START DATE:		END DATE:		PAYMENT DATE:	
				INSURANCE REQUIRED <input type="checkbox"/>	
CIP PROJECT NAME: Sewer Jet			CIP PROJECT NUMBER: VVW 20(2)		
MAPA NAME(S):			MAPA NUMBER(S):		
STREET DISTRICT NAME(S):			STREET DISTRICT NUMBER(S):		
ACCOUNTING DISTRIBUTION CODE:			ACCOUNT NUMBER:		

RECOMMENDATION:

Request approval of the Agreement and authorize the Mayor to sign the Agreement between the City of Bellevue and Elliott Equipment Company for a High Pressure Water Jetter Truck Mounted not to exceed \$285,385.15.

ATTACHMENTS:

1 Letter Form Agreement

2

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SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL TO SUBMIT:

A. Brad Roberts
[Signature]
[Signature]

PRICING PAGE -

HIGH PRESSURE WATER JETTER TRUCK MOUNTED

Price quote for:

Vendor Name

Contact Person

Street Address

PO Box

Vendor Name

City, State, Zip

Phone #

Toll Free #

Fax #

Email Address

Elliott Equipment Company

Mark Van Gundy

4000 SE Beisser Dr

Elliott Equipment Company

Grimes, Iowa 50111

515-986-4840

515-986-9530

mark@elliottequipco.com accounting@elliottequipco.com

Make & Model Super jet/Sewer Duck 1580 HF

Spec #	Description	Qty	Price	Subtotal
1.0	<u>Price for base unit:</u>	1	\$122,680.00	\$ 122,680.00
2.0	<u>Pump Options</u>			
2.1	Different size GPM/PSI pump, 80 GPM / 2000 PSI	1	\$3,150	\$ 3,150.00
2.2	* Hydrostatic Drive system		Standard	
	* 65 GPM / 2000 PSI			
	* General triplex piston water pump			
2.3	50 GPM / 3000 PSI		\$ 3,150.00	\$ -
2.4	Water pump drain valves	1	\$ 155.00	\$ 155.00
3.0	<u>Hose and Reel Options</u>			
	Option Ideas listed below, add or delete as needed			
3.1	Fixed Rear outside reel - outside of enclosure-700' capacity	1	Standard	
3.2	Rear outside reel 180 degree rotation- Manual		\$ 3,918.00	\$ -
3.3	Rear outside reel 180 degree rotation- Hydraulic		\$ 7,000.00	\$ -
3.4	Larger capacity hose reel, 1000 ft capacity		\$ 1,026.00	\$ -
3.5	Auto level winding guide	1	\$ 6,150.00	\$ 6,150.00
3.6	Hose tension - air operated	1	\$ 2,836.00	\$ 2,836.00
3.7	Hose level wind manual telescoping		\$ 715.00	\$ -
3.8	Sewer hose, 3/4", per ft		\$ 4.20	\$ -
3.9	Sewer hose, 1", per ft	800	\$ 4.75	\$ 3,800.00
3.10	Hydraulic pressure gauge		\$ 258.00	\$ -
3.11	Hydraulic extend / retract hose reel from enclosure	1	\$ 16,225.00	\$ 16,225.00
3.12	Lateral cleaning kit portable mounted on cart 150' x 1/2"		\$ 1,790.00	\$ -
3.13	Footage counter mechanical		\$ 567.00	\$ -
3.14	<u>Rear Mounted Hose Reel, 700' capacity</u>		Standard	
3.15	<u>Pendant - basic - wireless</u>	1	\$ 4,200.00	\$ 4,200.00
3.16	<u>Pendant - basic - wired</u>		\$ 1,546.40	\$ -
3.17	<u>Footage counter digital</u>	1	\$ 1,415.00	\$ 1,415.00

STATE OF MINNESOTA
PRICING PAGE -

2 of 4

Spec #	Description	Qty	Price	Subtotal
4.0	<u>Water system options</u>			
	Option Ideas listed below, add or delete as needed			
4.1	Upgrade to 2500 gallon water tank		\$ 16,497.00	\$ -
4.2	Upgrade to 2000 gallon water tank		\$ 5,155.00	\$ -
4.3	Upgrade to 3000 gallon water tank		\$ 19,072.15	\$ -
4.4	Dual fill system	1	\$ 475.00	\$ 475.00
4.1	Street flusher bar at front bumper, gravity flow	1	\$ 1,237.10	\$ 1,237.10
4.2	Tank ladder	1	\$ 824.75	\$ 824.75
4.3	Automatic continous fill system		\$ 2,010.00	\$ -
4.4	Unloader valve for handgun circuit		\$ 762.90	\$ -
4.1	Hand gun hose reel, retractable w/50' x 1/2" hose	1	\$ 1,495.00	\$ 1,495.00
4.2	Hand gun hook-ups, each	1	\$ 361.00	\$ 361.00
4.3	Nozzles, one Penetrator, one Flusher	1	Standard	
4.4	Water pump drain valves		\$ 155.00	\$ -
4.1	Air Purge System	1	\$ 295.00	\$ 295.00
4.2	Twin fan 65,000 BTU compartment heater	1	\$ 1,702.00	\$ 1,702.00
4.3	Low Water Warning Alarm	1	\$ 670.10	\$ 670.10
4.4	Water Tank Shutoff Valve	1	Standard	
4.3	Through tank overflow drain	1	Standard	
4.4	Recirculating System	1	\$810.00	\$ 810.00
4.5	Additional water level sight tubes (per each)	1	\$250.00	\$ 250.00
5.0	<u>Tool box options</u>			
	add or delete lines as needed			
5.1	Storage deck space inside enclosure	1	Standard	
5.2	Behind Cab tool box 82 x 55 x 24 Aluminum diamond plate	1	\$ 4,536.10	\$ 4,536.10
5.3	Pump Compartment insulation	1	\$ 515.50	\$ 515.50
5.4	Nozzle rack	1	\$ 361.00	\$ 361.00
5.5	Steps (fold down) and grab rails at compartment	1	\$ 300.00	\$ 300.00
5.6	Long handled tool storage	1	\$ 875.00	\$ 875.00
5.7	Fill hose storage rack	1	\$ 180.50	\$ 180.50
5.8	Rear canopy, in lieu of rear roll up door		\$ 1,288.70	\$ -
5.9	Aluminum roll up doors 3 Each	1	Standard	
5.10	Safety cone rack with 6 - 26" orange cones	1	\$ 543.30	\$ 543.30
5.11	Pull out rear weather canopy	1	\$ 3,200.00	\$ 3,200.00
6.0	<u>Other options</u>			
	Option Ideas listed below, add or delete as needed			
6.1	LED DOT lighting	1	Standard	
6.3	Rear LED Arrowstick	1	\$ 876.30	\$ 876.30
6.4	Illuminated Instrument Panel	1	Standard	
6.5	Handlight with 25' cord on retractable reel		\$ 360.90	\$ -
6.6	Handlight LED rechargeable	3	\$ 335.50	\$ 1,006.50
6.7	Strobe light LED omni-directional	1	\$ 525.00	\$ 525.00
6.8	Strobe lights two each flush mount rear pillar	1	\$ 525.00	\$ 525.00
6.9	Strobe lights two each flush mount front bumper	1	\$ 525.00	\$ 525.00

STATE OF MINNESOTA
PRICING PAGE -

3 of 4

Spec #	Description	Qty	Price	Subtotal
6.10	Strobe lights two each flush mount mid ship	1	\$ 525.00	\$ 525.00
6.11	Compartment exterior dual LED work lights	1	\$ 737.20	\$ 737.20
6.12	Compartment interior dual LED work lights	1	\$ 737.00	\$ 737.00
6.13	Auto Wind system with tower, complete assembly	1	\$ 3,400.00	\$ 3,400.00
6.14	2 1/2" Lb. Fire extinguisher	1	\$ 65.00	\$ 65.00
6.15	No rust / corrosion rear compartment	1	Standard	
6.17	Back up alarm	1	Standard	
6.18	Engine hour meter (with optional Auxiliary engine drive		Standard	
6.19	Rear backup camera	1	\$ 1,082.50	\$ 1,082.50
6.20	Black finish compartment / Black texture tank		Standard	
6.21	Compartment color other than black (tank is black only)	1	\$ 2,350.00	\$ 2,350.00
7.0	<u>Performance options</u>			
	Option Ideas listed below, add or delete as needed			
7.1	Auxiliary Engine Drive- Diesel		\$ 18,875.00	\$ -
7.2	Hydrostatic drive system		Standard	
7.3	10 year water tank warranty, 5 year General water pump , one year unit		Standard	
7.4	Hydraulic system monitor, temp, pressure, filter change indicators		\$ 695.90	\$ -
7.5	GP Sewer Cam System, complete	2	\$ 4,900.00	\$ 9,800.00
7.6	Manhole top roller aluminum		\$ 196.00	\$ -
7.7	Nozzle - USB Gernade -3D 10 jet stainless steel	1	\$ 978.35	\$ 978.35
7.8	Nozzle - USB Super Slam -3D stainless steel		\$ 1,639.20	\$ -
7.9	Nozzle - USB Ultimate chisel penetrator stainless	1	\$ 875.25	\$ 875.25
7.10	Nozzle -USB Large Rotor stainless steel		\$ 1,163.00	\$ -
7.11	Nozzle - USB Flyier-3D stainless steel		\$ 871.80	\$ -
7.12	Nozzle - USB Superior Penetrator-3D stainless steel		\$ 788.65	\$ -
7.13	Nozzle - USB Turbo S400 w/flexible guide skid stainless steel		\$ 5,460.00	\$ -
7.14	Nozzle - USB Large Primus 3D stainless steel	1	\$ 2,933.00	\$ 2,933.00
7.15	Grabber	1	\$ 415.00	\$ 415.00
7.16	Aluminum pole	4	\$ 250.00	\$ 1,000.00
7.17	Water system electronic display, pressure and GPM	1	\$ 1,726.80	\$ 1,726.80
	Modular self contained mainline CCTV video inspection system with 500' TV cable, pan and tilt, auto iris / focus color camera. Six wheel drive tractor with high traction tires. Sunlight compatable monitor, digital video recorder, on-screen footage display. Includes controllers, inverter kit and complete installation.			
7.18	System is fully upgradeable.		\$ 79,250.00	
7.19	Customer Trade-in, deduct		\$	
7.20	Customer Discount	1	\$ (20,000.00)	\$ (20,000.00)

STATE OF MINNESOTA
PRICING PAGE -

4 of 4

Spec #	Description	Qty	Price	Subtotal
8.0	<u>Delivery starting point</u> See Special Terms and conditions NO FLAT RATE ALLOWED Delivery price per loaded mile			
	DELIVERY STARTING POINT - City, State, Zip			
8.1	Crystal Lake, Illinois or New Berlin WI	510	\$ 2.30	\$ 1,173.00
9.0	<u>Suggested truck chassis</u> add or delete lines as needed			
9.1	2019-2020 International Workstar Series, 260 HP, 3000, V-8 Engine---With a RDS Auto transmission, 33,000 GVW single axle. DT466 Engine priced at \$99,473.00		\$ 95,623.00	\$ -
9.2	2019-2020 Freightliner M2106 ISB260 35K GVW single axle, 1500 gal	1	\$ 95,721.00	\$ 95,721.00
9.3	2019-2020 Freightliner M2106 ISB300 48K GVW single axle, 2000 gal		\$108,491.00	\$ -
9.4	2019-2020 Freightliner M2106 ISB300 60K GVW dual axle, 2500 gal		\$108,713.00	\$ -
9.5	2019-2020 Freightliner M2106 ISB300 60K GVW dual axle, 3000 gal		\$108,801.00	\$ -
10.0	Equipment inspection and Repair			
10.1	Rate for Initial Inspection/Diagnostics, per hour		\$ 135.00	\$ -
10.2	Rate for Mechanical Work, per hour		\$ 135.00	\$ -
12.0	New Equipment Rental Program			
12.1	Hourly Rental Rate		NA	
12.2	Daily Rental Rate		NA	
12.3	Weekly Rental Rate		NA	
	Percent (%) of rental rate applied to Purchase Price		NA	
			Total Cost	\$285,385.15



City of Bellevue
Fleet Maintenance Department
2012 Betz Road • Bellevue, Nebraska 68005 • (402) 293-3129

MEMORANDUM

To: Jeff Roberts
CC: Epiphany Ramos
From: Todd Jarosz
Subject: Jet Truck replacement
Date: December 9, 2019

In July of 2018 the WW133 suffered a major engine failure. WW133 is a 2009 Freightliner with a Cummins ISC-240 engine. Cummins had quoted us \$30000.00 to repair the engine. With a cost analysis it was not justifiable to proceed with the repairs and at this time the current budget did not allow for the replacement of the front-line Jet truck. WW107 the back-up Jet truck was called in for duty. The back up Jet truck is a 1999 International that already meet the replacement criteria for the City of Bellevue.

Reviewing the new Annexation package, it is clear that the addition of equipment will be needed to provide the level of service required by the Waste Water Department. I have outlined my recommendation for the repair and addition of equipment that will be required by the Waste Water Department to keep up with the demand. The addition of man power will also be a consideration to operate the required equipment.

Considering the best plan to move forward to provide the equipment for the Waste Water Department would be, to order a new replacement Jet truck and also have Fleet proceed with finding a replacement engine to repair WW133. After WW133 is back up and running then sell WW107 to cover most or all of the cost for the repairs on WW133.

It is my recommendation and in the best interest for the City of Bellevue is the replacement and repair of the Jet trucks be considered at the soonest date possible to prevent a further negative impact.

**CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET**

16e.
12/17/19

COUNCIL MEETING DATE:	12/17/2019	AGENDA ITEM TYPE:	
		SPECIAL PRESENTATION	<input type="checkbox"/>
SUBMITTED BY: Jeff Roberts, Public Works Director		ORDINANCE	<input type="checkbox"/> PUBLIC HEARING REQUIRED <input type="checkbox"/>
		RESOLUTION	<input type="checkbox"/> PUBLIC HEARING REQUIRED <input type="checkbox"/>
		CURRENT BUSINESS	<input checked="" type="checkbox"/> PUBLIC HEARING REQUIRED <input type="checkbox"/>
		CONSENT	<input type="checkbox"/>
		OTHER (SEE CLERK)	<input type="checkbox"/>

SUBJECT:

Traffic Signal Phasing

SYNOPSIS:

Approve the Agreement between the City of Bellevue and the Nebraska Department of Transportation for rephrasing traffic signals in the amount not to exceed \$32,193.

BACKGROUND

Traffic Signal Phasing Nebraska Department of Transportation

FISCAL IMPACT: \$32,193

BUDGETED FUNDS? Yes

GRANT/MATCHING FUNDS? N/A

50/50 share cost with NDOT (\$64,386)
10-15-7010

TRACKING INFORMATION FOR CONTRACTS & PROJECTS

IS THIS A CONTRACT? N/A		COUNTER-PARTY:		INTERLOC N/A	
CONTRACT DESCRIPTION:					
CONTRACT EFFECTIVE DATE:		CONTRACT TERM:		CONTRACT END DATE:	
PROJECT NAME:					
START DATE:		END DATE:		PAYMENT DATE:	
				INSURANCE REQUIRED <input type="checkbox"/>	
CIP PROJECT NAME:			CIP PROJECT NUMBER:		
MAPA NAME(S):			MAPA NUMBER(S):		
STREET DISTRICT NAME(S):			STREET DISTRICT NUMBER(S):		
ACCOUNTING DISTRIBUTION CODE:			ACCOUNT NUMBER:		

RECOMMENDATION:

Request approval of the Agreement and authorize the Mayor to sign the Agreement between the City of Bellevue and NE Dept of Transportation for Traffic Signal Phasing not to exceed \$32,193.

ATTACHMENTS:

1 Letter Form Agreement

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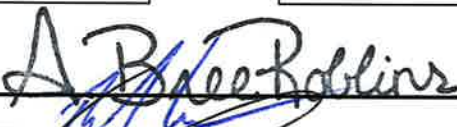
6

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL TO SUBMIT:





Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

November 1, 2019

Sabrina Ohnmacht
City of Bellevue
210 West Mission
Bellevue, NE 68509

Subject: ITS-NH-370-1(131) CN 22754, N-370 Traffic Signal Phasing

Dear Ms. Ohnmacht,

Enclosed are 2 duplicate original agreements for this project. Please obtain the proper officials' signatures on each original and return them to my office.

Please note that a City Resolution is required for this agreement. Please attach an original resolution to each original agreement marked as EXHIBIT "A".

You will receive an original after all signatures have been obtained.

Sincerely,

Thomas A. Parks for:

Timothy W. Weander, P.E.
District Engineer

Enclosure
tw/nc



AGREEMENT

STATE OF NEBRASKA, DEPARTMENT OF TRANSPORTATION
CITY OF BELLEVUE
PROJECT NO. ITS-NH-370-1(131)
CONTROL NO. 22754
N-370 TRAFFIC SIGNAL PHASING

THIS AGREEMENT is between City of Bellevue, a municipal corporation of the State of Nebraska ("Municipality"), and State of Nebraska, Department of Transportation ("State"), collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, State has plans for traffic signal improvements which includes installation of Dedicated Short Range Communications (DSRC) Road Side Units (RSU) at the signalized intersections along N-370 corridor to broadcast Signal Phasing and Timing (SPaT) and intersection geometry (MAP) messages for connected vehicles (CV) to support vehicle to infrastructure (V2I) communications; installation of CCTV cameras at the signalized intersections along N-370 corridor to monitor and manage traffic flow; and

WHEREAS, State intends that the improvement to be developed and constructed under the designation of Project No ITS-NH-370-1(131); and

WHEREAS, the Municipality is provided with jurisdiction in matters involving the installation and operation of Traffic Control devices on State Highway extensions through such corporate areas as provided by Neb.Rev.Stat. §60-6,120(2)(b); and

WHEREAS, these improvements are located at various locations within Municipality corporate limits; and

WHEREAS, the Parties intend that this Agreement describe certain roles and responsibilities applicable to this project; and

WHEREAS, it is the desire of the Municipality that the improvements described in this agreement be made; and

WHEREAS, Federal Regulations provide that Municipalities shall not profit or otherwise gain from local property assessments that exceed Municipalities' share of project costs; and

WHEREAS, Mayor is authorized by the City Council to execute this Agreement, as evidenced by the Resolution of City Council dated the _____ day of _____, 2019, attached as Exhibit "A", and incorporated herein by this reference.

NOW THEREFORE, in consideration of these facts and the mutual promises of the Parties hereto, the Parties agree as follows:

SECTION 1. DURATION OF THE AGREEMENT

- 1.1 Effective Date** - This Agreement will be effective immediately on the date it is fully executed by the Parties.
- 1.2 Identifying Date** - For convenience, the identifying date of this Agreement will be the date State signed the Agreement.
- 1.3 Duration** - The Agreement is completed when State provides written acceptance of the Project. After completion of the Project, this Agreement will remain in full force and effect regarding State's and Municipality's future responsibilities described herein, such as maintenance cost for the continued operation of the traffic signals.
- 1.4 Termination** - State reserves the right to terminate this Agreement as provided herein.

SECTION 2. DESCRIPTION OF THE PROJECT

State has plans for traffic signal improvements which includes installation of DSRC RSU at the signalized intersections along N-370 corridor to broadcast SPaT and MAP messages for CV to support V2I communications; installation of CCTV cameras at the signalized intersections along N-370 corridor to monitor and manage traffic flow at 48th St, 42nd St, 36th St, Golden Blvd, 25th St, US-75 NB Off Ramp/Arboretum Dr.

SECTION 3. STATE'S RESPONSIBILITIES

State will:

- 3.1** Prepare plans and specifications for the contemplated improvements described in Section 2, and such plans will be available upon request at the office of the State Traffic Engineer, Department of Transportation, Lincoln, Nebraska.

- 3.2 Advertise and conduct a letting and receive bids on the proposed improvement. State has the sole authority to determine, and award the contract to, the lowest responsible bidder. State shall sign the construction contract.
- 3.3 Supervise and cause completion of the modification as shown in the construction contract documents and modifications thereto. State has sole authority to execute any contractor change orders-supplemental agreements required for construction of the project within Municipality's' corporate limits.
- 3.4 Inspect installation and such inspection shall become a project cost.
- 3.5 Pay 50% of the actual project costs including, but not limited to, the construction and construction engineering costs for all improvements and 50% of actual costs for the state supplied equipment.

SECTION 4. MUNICIPALITY'S RESPONSIBILITIES

Municipality shall at no cost to State:

- 4.1 Regulate, to the extent Municipality has authority to do so, all future development and use of property adjoining the public ROW as described in SECTION 6. MUNICIPALITY'S DUTIES AND RIGHTS REGARDING RIGHT OF WAY.
- 4.2 Require that all future entrances from private property to the highway ROW within the limits of this project receive approval of the Director-State Engineer, Department of Transportation or authorized representative, pursuant to Neb. Rev. Stat. § 39-1332 prior to Municipality's approval or Municipality's issuing a building permit for the site.
- 4.3 Cause the removal of all advertising signs from the existing highway ROW. Municipality also agree to cause the removal from the existing highway ROW of other privately owned encroachments, facilities, objects, structures, or things, and to keep the existing and new highway ROW free of future encroachments, facilities, objects, structures, or things, except those authorized by permit from Municipality and approved by State and Federal Highway Administration.
- 4.4 Cause the removal, alteration, or relocation of pipe lines, poles or other underground or overhead services not owned by Municipalities and located within the corporate limits as necessary for the construction of the project.
- 4.5 Comply with, for project work performed by Municipality, the provisions of the Nebraska Fair Employment Practices Act, Neb. Rev. Stat. §§ 48-1101 - 48-1126, and all regulations

relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49 CFR, Parts 21 and 27, as set forth in the SECTION 17. TITLE VI NONDISCRIMINATION CLAUSES.

- 4.6 Perform the present and future duties assigned to Municipality under this Agreement at its sole cost except when costs are specifically reimbursable under this agreement.
- 4.7 Obtain approval of State, with Federal Highway Administration concurrence, prior to making or causing changes in the roadway geometrics, either during project construction or after the project is completed. Changes that require prior approval include but are not limited to: access control, driveways, median breaks, parking restrictions or any other traffic control items.

SECTION 5. CONSTRUCTION SCHEDULE

State will determine the construction schedule for this project.

SECTION 6. MUNICIPALITY'S DUTIES AND RIGHTS REGARDING RIGHT OF WAY

- 6.1 Encroachments: Municipality and State will cooperate to cause the removal from public right-of-way ("ROW"), or correction or alteration in the public ROW, as necessary for the construction of the aforesaid project, all pipe lines, poles or other underground or overhead services not owned by Municipality and located within the corporate limits.
- 6.2 Adjacent Development: Municipality understands that State highway ROW shall be held inviolate for State highway purposes pursuant to Neb. Rev. Stat. § 39-1359, and no physical or functional encroachments, structures, or uses shall be permitted within such right-of-way limits, except by written consent of State. Municipality will regulate, to the fullest extent allowed by law, the private or non-transportation related public development of property adjoining the public ROW, to prevent future encroachment or uses of the public ROW, except by written consent of State. Municipality shall not issue a building permit for an adjacent property which requires or indicates in the building plans, work on the State highway right of way prior to obtaining State's written approval of the plan.
- 6.3 Special Assessments: Municipality shall not use special assessments to defray Municipality's costs under this agreement unless Municipality has received, in advance, written consent from State's Right of Way Division Manager.

SECTION 7. THROUGH SECTION 10. (THESE SECTIONS HAVE INTENTIONALLY BEEN LEFT BLANK)

SECTION 11. FINANCIAL RESPONSIBILITIES.

The Municipality agrees to pay for 50 percent of the actual cost for, construction and construction engineering for the improvements described in Section 2 and 50% of the actual cost of the state supplied equipment costs. The total cost for construction and construction engineering for this project within Municipality corporate limits is currently estimated to be \$41,694 and the total cost for the state supplied equipment is currently estimated to be \$22,692 with the Municipality's 50% share currently estimated to be \$32,193. The actual costs may come in higher or lower than the current estimated amount. The State will invoice the Municipality upon completion of the work under this agreement. The Municipality shall pay the State within thirty days after receipt of the State's invoice.

SECTION 12. THROUGH SECTION 14.

THESE SECTIONS HAVE INTENTIONALLY BEEN LEFT BLANK

SECTION 15. FAIR EMPLOYMENT PRACTICES ACT

Municipality agrees to abide by the Nebraska Fair Employment Practices Act, as provided by Neb.Rev.Stat. 48-1101 through 48-1126.

SECTION 16. DISADVANTAGED BUSINESS ENTERPRISES

- 16.1 Policy: Municipality and State further agree to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the disadvantaged business requirements of 49 CFR Part 26 are hereby made a part of and incorporated by this reference into this Agreement.
- 16.2 Disadvantaged Business Enterprises Obligation: Municipality and State further agree to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, Municipality shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Municipality shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of FHWA assisted contracts.

Municipality acting as a sub-recipient of Federal-aid funds on this project agree to adopt the Nebraska Disadvantaged Business Enterprise Unified Certification Program for the Federal-aid contracts Municipality executes on this project.

Failure of Municipality to carry out the requirements set forth above on any work performed by Municipality shall constitute breach of contract and, after the notification of the FHWA, may result in termination of the agreement or contract by State or such remedy as State deems appropriate.

SECTION 17. TITLE VI NONDISCRIMINATION CLAUSES

During the performance of this agreement, the Municipality, for itself, its assignees and successors in interest agree as follows:

- 17.1 Compliance with Regulations:** The Municipality shall comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Parts 21 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.
- 17.2 Nondiscrimination:** The Municipality, with regard to the work performed by it after award and prior to completion of the contract work, shall not discriminate on the basis of disability, race, color, sex, religion or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Municipality shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix "A," "B," and "C" of Part 21 of the Regulations.
- 17.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Municipalities for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Municipality of the Municipality's obligations under this agreement and the Regulations relative to nondiscrimination on the basis of disability, race, color, sex, religion or national origin.
- 17.4 Information and Reports:** The Municipality shall provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by State or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor

is in the exclusive possession of another who fails or refuses to furnish this information, the Municipality shall so certify to State, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

17.5 Sanctions for Noncompliance: In the event of the Municipality's noncompliance with the nondiscrimination provisions of this agreement, State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including but not limited to:

- (a) Withholding of payments to the Municipality under this Agreement until the Municipality complies, and/or
- (b) Cancellation, termination or suspension of this agreement, in whole or in part.

17.6 Incorporation of Provisions: The Municipality shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Municipality shall take such action with respect to any subcontract or procurement as State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Municipality may request State to enter into such litigation to protect the interests of State, and in addition, the Municipality may request the United States to enter into such litigation to protect the interests of the United States.

SECTION 18. ENTIRE AGREEMENT

This instrument, and any supplements hereto, embodies the entire agreement of the Parties; however, provisions of prior agreement(s) between the Parties concerning the applicable segment of State Highway N-370 shall remain in effect except to the extent the provisions of the prior agreement(s) conflict with this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereby execute this Agreement pursuant to lawful authority as of the date signed by each party.

EXECUTED by Municipality this ___ day of _____, 2019.

WITNESS:

CITY OF BELLEVUE

City Clerk

Mayor

EXECUTED by State this _____ day of _____, 2019.

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION
Daniel J. Waddle, P.E.

Traffic Engineer

RECOMMENDED:
Timothy W. Weander, P.E.

District 2 Engineer

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16f.
12/17/19

COUNCIL MEETING DATE: 12/17/2019	SUBMITTED BY: Public Works - Street Dept	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	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 <input type="checkbox"/>

SUBJECT:

Purchase of six (6) single-axle plow truck from Cornhusker International/Henderson Equipment
\$174,1760.00/truck - build out price for chassis, hydraulics, controllers, plow, muni-body style dump box

SYNOPSIS/BACKGROUND:

Replacement of two (2) 1994 model year, single axle plow trucks -
Street 19 (Ford L8000) and Street 57 (Ford L8000)

Replacement of four (4) 2000 and 2001 model year, single axle plow trucks -
Street 11, Street 18, Street 44, and Street 48 (International IHC 4900)

FISCAL IMPACT: \$1,045,056.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: NO	COUNTER-PARTY:	INTERLOCAL AGREEMENT: NO
CONTRACT DESCRIPTION:		
CONTRACT EFFECTIVE DATE:	CONTRACT TERM:	CONTRACT END DATE:
PROJECT NAME:		
START DATE:	END DATE:	PAYMENT DATE:
		INSURANCE REQUIRED: YES
CIP PROJECT NAME: Vehicles and Equipment	CIP PROJECT NUMBER: Streets 20(15)	
STREET DISTRICT NAME (S):	STREET DISTRICT NUMBER (S):	
ACCOUNTING DISTRIBUTION CODE:	ACCOUNT NUMBER:	

RECOMMENDATION:

Purchase. Lead time for truck/chassis order production and up-building can run from 8-10 months from time of order. The intent of this purchase would be to have the trucks ready for next winter season.

ATTACHMENTS:

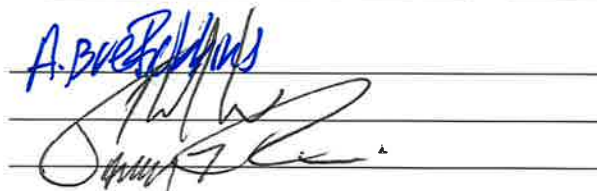
1. City of Bellevue Proposal 12665	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

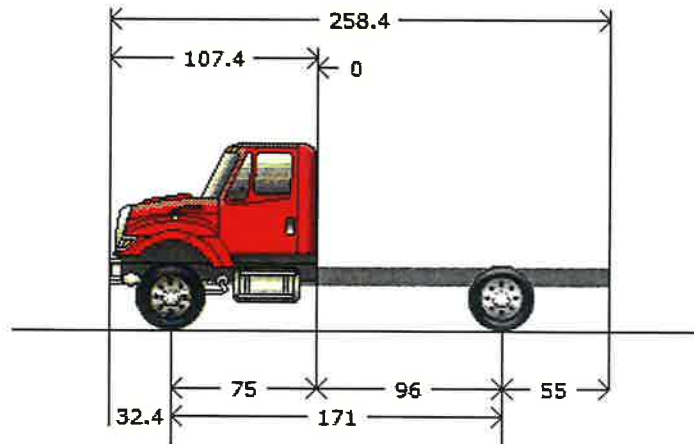
ADMINISTRATOR APPROVAL AS TO FORM:



Prepared For:
CITY OF BELLEVUE
Bobby Riggs
210 W Mission Ave.
Bellevue, NE 68005-5299
(402)293 - 3126
Reference ID: Muni Dumps

Presented By:
CORNHUSKER INTERNATIONAL TRUCKS, INC
Rob Roane
4502 S. 110th Street
Omaha NE 68137 -
(402)331-8801

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.



Model Profile
2021 HV507 SFA (HV507)

AXLE CONFIG:	4X2
APPLICATION:	Front Plow with spreader
MISSION:	Requested GVWR: 35000. Calc. GVWR: 36220 Calc. Start / Grade Ability: 44.14% / 2.83% @ 55 MPH Calc. Geared Speed: 73.5 MPH
DIMENSION:	Wheelbase: 171.00, CA: 96.00, Axle to Frame: 55.00
ENGINE, DIESEL:	{Cummins L9 300} EPA 2017, 300HP @ 2000 RPM, 860 lb-ft Torque @ 1300 RPM, 2200 RPM Governed Speed, 300 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3500 RDS} 5th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-14-143A} Wide Track, I-Beam Type, 14,000-lb Capacity
AXLE, REAR, SINGLE:	{Meritor RS-23-160} Single Reduction, 23,000-lb Capacity, Driver Controlled Locking Differential, 200 Wheel Ends Gear Ratio: 5.63
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 11R22.5 Load Range H HSC 3 (CONTINENTAL), 496 rev/mile, 68 MPH, All-Position
TIRE, REAR:	(4) 11R22.5 Load Range G HDR2 (CONTINENTAL), 491 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, SINGLE:	23,500-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs
PAINT:	Cab schematic 100WK Location 1: 0316, Orange (Custom) Chassis schematic N/A

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)	<u>List</u> (US DOLLAR)
HV50700	Base Chassis, Model HV507 SFA with 171.00 Wheelbase, 96.00 CA, and 55.00 Axle to Frame.	5946/3741	9687	\$86,329.00
1570	TOW HOOK, FRONT (2) Frame Mounted	8/0	8	\$84.00
1572	TOW HOOK, REAR (2)	0/10	10	\$75.00
1ANA	AXLE CONFIGURATION {Navistar} 4x2	0/0	0	\$0.00
<u>Notes</u> : Pricing may change if axle configuration is changed.				
1CAJ	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.866" x 3.622" x 0.437" (276.0mm x 92.0mm x 11.1mm); 456.0" (11582mm) Maximum OAL	129/242	371	\$783.00
1LLA	BUMPER, FRONT Swept Back, Steel, Heavy Duty	0/0	0	\$0.00
1WDS	FRAME EXTENSION, FRONT Integral; 20" In Front of Grille	142/-37	105	\$590.00
1WDU	CROSSMEMBER, FRONT for Hydraulic Pump, Mounting Flange to Accommodate Pump	41/4	45	\$155.00
1WEV	WHEELBASE RANGE 146" (370cm) Through and Including 195" (495cm)	0/0	0	\$0.00
2ARV	AXLE, FRONT NON-DRIVING {Meritor MFS-14-143A} Wide Track, I-Beam Type, 14,000-lb Capacity	60/0	60	\$973.00
3ADD	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 14,000-lb Capacity, with Shock Absorbers	44/0	44	\$311.00
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications	0/0	0	\$0.00
<u>Includes</u> : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SLACK ADJUSTERS, FRONT Automatic (with Air Cam Brakes) : SLACK ADJUSTERS, REAR Automatic (with Air Cam Brakes) : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6				
4193	BRAKES, FRONT, AIR CAM 16.5" x 6", Includes 24 Sqn Long Stroke Brake Chambers	26/0	26	\$265.00
4732	DRAIN VALVE {Berg} with Pull Chain, for Air Tank	0/0	0	\$0.00
4AZA	AIR BRAKE ABS {Bendix AntiLock Brake System} Full Vehicle Wheel Control System (4-Channel)	0/0	0	\$0.00
4EBT	AIR DRYER {Bendix AD-IP} with Heater	16/11	27	\$526.00
4EXU	BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 Spring Brake	0/39	39	\$0.00
4EXV	BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 Sqn	18/0	18	\$0.00

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)	<u>List</u> (US DOLLAR)
4NDB	BRAKES, REAR, AIR CAM S-Cam; 16.5" x 7.0"; Includes 30/30 Sq.In. Long Stroke Brake Chamber and Spring Actuated Parking Brake	0/26	26	\$0.00
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM	0/0	0	\$0.00
4VKC	AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab	13/8	21	\$50.00
4WBX	DUST SHIELDS, FRONT BRAKE for Air Brakes	5/0	5	\$35.00
4WDM	DUST SHIELDS, REAR BRAKE for Air Brakes	0/6	6	\$70.00
4WZJ	AIR TANK LOCATION (2) : One Mounted Under Each Frame Rail, Front of Rear Suspension, Parallel to Rail	0/0	0	\$288.00
5710	STEERING COLUMN Tilting and Telescoping	16/3	19	\$463.00
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black	0/0	0	\$0.00
5PSA	STEERING GEAR {Sheppard M100} Power	0/0	0	\$0.00
6DGC	DRIVELINE SYSTEM {Dana Spicer} SPL170, for 4x2/6x2	8/30	38	\$612.00
7BEV	AFTERTREATMENT COVER Steel, Black	10/3	13	\$0.00
7BKS	EXHAUST SYSTEM Single, Horizontal Aftertreatment Device, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab	125/51	176	\$2,128.00
7WAZ	TAIL PIPE (1) Turnback Type	0/0	0	\$64.00
7WDM	EXHAUST HEIGHT 10'	2/0	2	\$0.00
7WDN	MUFFLER/TAIL PIPE GUARD (1) Aluminum	0/0	0	\$0.00
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment	0/0	0	\$0.00
<u>Includes</u> : DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab : HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel : HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever : PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light : STARTER SWITCH Electric, Key Operated : STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector : TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature : WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever : WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted : WIRING, CHASSIS Color Coded and Continuously Numbered				
8541	HORN, ELECTRIC (2) Disc Style	1/0	1	\$29.00
8GXD	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type; 12 Volt 160 Amp. Capacity, Pad Mount, with Remote Sense	0/0	0	\$0.00
8HAE	BODY BUILDER WIRING Rear of Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn	0/3	3	\$209.00

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs) 23/30	<u>Tot Wt</u> (lbs) 53	<u>List</u> (US DOLLAR)
8MSG	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 1980CCA Total, Top Threaded Stud			\$103.00
8NAA	TAIL LIGHT WIRING MODIFIED Includes: Wiring for Standard Lt & Rt Tail Lights; Separate 8.0' of Extra Cable Wiring for Lt & Rt Body Mounted Tail Lights	0/2	2	\$74.00
8REA	2-WAY RADIO Wiring Effects; Wiring with 20 Amp Fuse Protection, Includes Ignition Wire with 5 Amp Fuse, Wire Ends Heat Shrink and 10' Coil Taped to Base Harness	2/0	2	\$163.00
8RML	RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input, MP3, Apple Device Play & Control	4/0	4	\$483.00
8RMV	SPEAKERS (2) 6.5" Dual Cone Mounted in Doors	0/0	0	\$48.00
8THB	BACK-UP ALARM Electric, 102 dBA	0/3	3	\$120.00
8THJ	AUXILIARY HARNESS 3.0' for Auxiliary Front Head Lights and Turn Signals for Front Plow Applications	2/0	2	\$158.00
8TPS	STOP, TURN, TAIL & B/U LIGHTS {Weldon} Multi-Function LED Lamp, Mounted Inside Rails, Includes LED License Plate Light	-3/14	11	\$250.00
8WBW	JUMP START STUD Remote Mounted	2/0	2	\$168.00
8WMA	SWITCH, TOGGLE, FOR WORK LIGHT Lighted; on Instrument Panel and Wiring Effects for Customer Furnished Back of Cab Light	2/1	3	\$59.00
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade	0/0	0	\$0.00
8WPZ	TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights	0/0	0	\$42.00
8WTK	STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt, Less Thermal Over-Crank Protection	8/1	9	\$0.00
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm	0/0	0	\$0.00
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses	0/0	0	\$0.00
8XDU	BATTERY BOX Steel, with Aluminum Cover, 14" Wide, 2-3 Battery Capacity, Mounted Left Side Under Cab	-12/6	-6	\$461.00
8XHN	HORN, AIR Black, Single Trumpet, with Lanyard Pull Cord	3/0	3	\$94.00
8XJE	TURN SIGNALS, FRONT Dual Face, LED, Amber/Amber, Mounted on Top of Fender, Used with Standard Flush Mounted Front Turn Signal, Side Marker Lamps, Parking Lights and Reflectors	0/0	0	\$187.00
9585	FENDER EXTENSIONS Rubber	6/0	6	\$104.00
9AAB	LOGOS EXTERIOR Model Badges	0/0	0	\$0.00
9AAE	LOGOS EXTERIOR, ENGINE Badges	0/0	0	\$0.00
9HAN	INSULATION, UNDER HOOD for Sound Abatement	10/0	10	\$167.00
9HBM	GRILLE Stationary, Chrome	0/0	0	\$0.00
9HBN	INSULATION, SPLASH PANELS for Sound Abatement	2/0	2	\$76.00

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)	<u>List</u> (US DOLLAR)
9WAC	BUG SCREEN Mounted Behind Grille	5/0	5	\$131.00
9WBC	FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV	0/0	0	\$0.00
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100	0/0	0	\$0.00
	<u>Includes</u> : PAINT SCHEMATIC ID LETTERS "WK"			
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone	0/0	0	\$0.00
10771	PAINT CLASS Single Custom Color	0/0	0	\$600.00
10943	KEYS - ALL ALIKE Fleet - Includes Ignition and Cab Door Keys	0/0	0	\$48.00
10SLV	PROMOTIONAL PACKAGE Government Silver Package	0/0	0	\$0.00
11001	CLUTCH Omit Item (Clutch & Control)	-51/-12	-63	\$0.00
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/-40 Degrees C, Freeze Protection	0/0	0	\$0.00
12849	BLOCK HEATER, ENGINE 120V/1000W, for Cummins ISB/B6.7/ISL/L9 Engines	3/0	3	\$98.00
	<u>Includes</u> : BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door			
12851	PTO EFFECTS, ENGINE FRONT Less PTO Unit, Includes Adapter Plate on Engine Front Mounted	10/0	10	\$353.00
12EHU	ENGINE, DIESEL {Cummins L9 300} EPA 2017, 300HP @ 2000 RPM, 860 lb-ft Torque @ 1300 RPM, 2200 RPM Governed Speed, 300 Peak HP (Max)	559/5	564	\$7,875.00
12THT	FAN DRIVE {Horton Drivemaster} Direct Drive Type, Two Speed with Residual Torque Device for Disengaged Fan Speed	0/0	0	\$0.00
	<u>Includes</u> : FAN Nylon			
12UWY	RADIATOR Cross Flow, Series System; 1228 SqIn Aluminum Radiator Core and 1167 SqIn Charge Air Cooler	0/0	0	\$0.00
	<u>Includes</u> : DEAERATION SYSTEM with Surge Tank : HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps : RADIATOR HOSES Premium, Rubber			
12VAG	AIR CLEANER Single Element, with Integral Snow Valve and In-Cab Control	2/0	2	\$301.00
12VHJ	FEDERAL EMISSIONS {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2020	0/0	0	\$0.00
12VXT	THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel	0/0	0	\$0.00
12VYL	ACCESSORY WIRING, SPECIAL for Road Speed Wire Coiled Under Instrument Panel for Customer Use	0/0	0	\$45.00

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)	<u>List</u> (US DOLLAR)
12WZE	EMISSION COMPLIANCE Federal, Does Not Comply with California Clean Air Idle Regulations	0/0	0	\$0.00
12XAT	ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls; with Ignition Switch Control for Cummins ISB/B6.7 or ISL/L9 Engines	0/0	0	\$45.00
13AVL	TRANSMISSION, AUTOMATIC {Allison 3500 RDS} 5th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway	179/71	250	\$9,976.00
13WAW	OIL COOLER, AUTO TRANSMISSION {Modine} Water to Oil Type	25/0	25	\$667.00
13WET	TRANSMISSION SHIFT CONTROL for Column Mounted Stalk Shifter	0/0	0	\$50.00
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints	0/0	0	\$203.00
13WUC	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS); General Purpose Trucks, Construction	0/0	0	\$0.00
13WYH	TRANSMISSION TCM LOCATION Located Inside Cab	0/0	0	\$141.00
13WYU	SHIFT CONTROL PARAMETERS Allison 3000 or 4000 Series Transmissions, 5th Generation Controls, Performance Programming	0/0	0	\$0.00
13XAL	PTO LOCATION Customer Intends to Install PTO at Left Side of Transmission	0/0	0	\$0.00
14ARB	AXLE, REAR, SINGLE {Meritor RS-23-160} Single Reduction, 23,000-lb Capacity, Driver Controlled Locking Differential, 200 Wheel Ends . Gear Ratio: 5.63	0/218	218	\$1,767.00
14VAH	SUSPENSION, REAR, SINGLE 23,500-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs	0/62	62	\$169.00
15924	FUEL TANK STRAPS Bright Finish Stainless Steel	0/0	0	\$260.00
15LMN	FUEL/WATER SEPARATOR {Racor 400 Series,} 12 VDC Electric Heater, Includes Pre-Heater, with Primer Pump, Includes Water-in-Fuel Sensor	0/0	0	\$123.00
15LPE	LOCATION FUEL/WATER SEPARATOR Mounted Inboard of 5 Gallon DEF Tank, Under Cab	2/-2	0	\$50.00
15SXJ	FUEL TANK Top Draw, Non-Polished Aluminum, 24" Dia, 50 US Gal (189L), Mounted Left Side, Under Cab	29/5	34	\$294.00
15WCN	DEF TANK 5 US Gal (19L) Capacity, Frame Mounted Outside Left Rail, Under Cab	-2/19	17	\$178.00
16030	CAB Conventional, Day Cab	0/0	0	\$0.00
16BAM	AIR CONDITIONER with Integral Heater and Defroster	54/2	56	\$923.00
16GDG	GAUGE CLUSTER Premium Level; English with English Speedometer and Tachometer, for Air Brake Chassis, Includes Engine Coolant Temperature, Primary and Secondary Air Pressure, Fuel and DEF Gauges, Oil Pressure Gauge, Includes 5 Inch LCD Color Display	0/0	0	\$488.00

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)	<u>List</u> (US DOLLAR)
16HGH	GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission	1/0	1	\$48.00
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster	0/0	0	\$0.00
16JNT	SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, with 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust	-12/-6	-18	\$116.00
16SEE	GRAB HANDLE, EXTERIOR Chrome, Towel Bar Type, with Anti-Slip Rubber Inserts, for Cab Entry Mounted Left Side at B-Pillar	3/0	3	\$118.00
16SJW	MIRROR, CONVEX, HOOD MOUNTED {Lang Mekra} (2) Right and Left Sides, Black, Heated, 7.5" Sq.	9/0	9	\$265.00
16SMN	SEAT, PASSENGER {National} Non Suspension, High Back, Fixed Back, Integral Headrest, Vinyl	14/9	23	\$368.00
16SNT	MIRRORS (2) Aero Pedestal, Power Adjust, Heated, Turn Signals, Black Heads and Arms, 6.5" x 14" Flat Glass, Includes 6.5" x 6" Convex Mirrors, for 102" Load Width	0/0	0	\$462.00
<u>Notes</u> : Mirror Dimensions are Rounded to the Nearest 0.5"				
16VKB	CAB INTERIOR TRIM Classic, for Day Cab	0/0	0	\$0.00
<u>Includes</u> : CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger : DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Overhead Console, Center Mounted : SUN VISOR (2) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Toll Ticket Strap				
16VKX	MONITOR, TIRE PRESSURE {SmarTire} System gives Warning that Tire Pressure is below Set Pressure, Monitors Tire Pressure of Each Tire with Temperature Compensation, Data Displayed in the LCD of the Premium Level Cluster	0/0	0	\$1,580.00
16VSL	WINDSHIELD Heated, Single Piece	0/0	0	\$632.00
16WBY	ARM REST, RIGHT, DRIVER SEAT	3/0	3	\$39.00
16WLS	FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood	0/0	0	\$76.00
16WSK	CAB REAR SUSPENSION Air Bag Type	0/0	0	\$0.00
16XCK	WINDOW, MANUAL (2) and Manual Door Locks, Left and Right Doors	0/0	0	\$0.00
16XJP	INSTRUMENT PANEL Wing Panel	0/0	0	\$333.00
16XXC	COWL TRAY LID	7/4	11	\$200.00
16ZBT	ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab	0/0	0	\$0.00

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)	<u>List</u> (US DOLLAR)
27DTJ	WHEELS, FRONT {Maxion 90541} DISC; 22.5x8.25 Rims, Painted Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs	-4/0	-4	(\$37.00)
28DTJ	WHEELS, REAR {Maxion 90541} DUAL DISC; 22.5x8.25 Rims, Painted Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs	0/-8	-8	(\$58.00)
29PAR	PAINT IDENTITY, FRONT WHEELS Disc Front Wheels; with Vendor Applied White Powder Coat Paint	0/0	0	\$24.00
29PAS	PAINT IDENTITY, REAR WHEELS Disc Rear Wheels; with Vendor Applied White Powder Coat Paint	0/0	0	\$48.00
7372135423	(4) TIRE, REAR 11R22.5 Load Range G HDR2 (CONTINENTAL), 491 rev/mile, 75 MPH, Drive	0/60	60	\$160.00
7382135438	(2) TIRE, FRONT 11R22.5 Load Range H HSC 3 (CONTINENTAL), 496 rev/mile, 68 MPH, All-Position	32/0	32	\$332.00
Total of Product Features				\$126,287.00
Cab schematic 100WK				
Location 1: 0316, Orange (Custom)				
Chassis schematic N/A				
Services Section:				
40128	WARRANTY Standard for HV507, HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A	0/0	0	\$0.00
Total of Service Features				\$0.00
Total Component Weight:		7527/4624	12151	
Total List Price Including Options:				\$126,287.00
1	Henderson Quote 125298 for MuniBody, Pre-Wet, Plow, and Force America Hydraulics	0/0	0	\$89,676.00
Total Body Allied:		0/0	0	\$89,676.00

The weight calculations included in this proposal are an estimate of future vehicle weight. The actual weight as manufactured may be different from the estimated weight. Navistar, Inc. shall not be liable for any consequences resulting from any differences between the estimated weight of a vehicle and the actual weight.

<u>Description</u>	(US DOLLAR)	<u>Price</u>
Factory List Prices:		
Product Items	\$126,287.00	
Service Items	\$0.00	
Total Factory List Price Including Options:		\$126,287.00
Freight	\$2,250.00	
Total Freight:		\$2,250.00
Total Factory List Price Including Freight:		\$128,537.00
Less Customer Allowance:		(\$44,037.00)
Total Vehicle Price:		\$84,500.00
Total Body/Allied Equipment:		\$89,676.00
Total Sale Price:		\$174,176.00
Total Per Vehicle Sales Price:		\$174,176.00
Total For 6 Vehicle Sales:		\$1,045,056.00
Net Sales Price:		\$1,045,056.00

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

Approved by Seller:

Accepted by Purchaser:

Official Title and Date

Firm or Business Name

Authorized Signature

Authorized Signature and Date

This proposal is not binding upon the seller without
Seller's Authorized Signature

Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.

OPS

SCHOOL RESOURCE OFFICER PROGRAM MEMORANDUM OF UNDERSTANDING

This agreement is entered into as of July 10, 2017 by and between the City of Bellevue, Nebraska, hereinafter referred to as the "City" and Douglas County School District 0001 (Omaha Public Schools), hereinafter referred to as "OPS".

For and in consideration of the mutual promises, terms, covenants, and conditions set forth herein, the parties agree as follows:

1. PURPOSE OF AGREEMENT

The purpose of this agreement is for the City to assign one uniformed Police Officer to Bryan Middle School and one to Bryan High School as the School Resource Officer. The School Resource Officer, hereinafter referred to as "SRO", will work with the school principal to provide alcohol and drug education, maintain a peaceful campus environment, selectively become involved in mutually agreed upon instructional topics, and take appropriate action regarding on-campus or school-related unlawful activity.

2. TERM AND SERVICE TIMES

- 2.1 This Agreement shall be effective as of the 1st day of August, 2016, and shall remain in effect until either the City or OPS terminates this Agreement at the end of any school year with ninety (90) days prior written notice, or upon written agreement of the City and the School District. This Agreement will expire on July 31, 2019.
- 2.2 The City shall provide one SRO for Bryan High School and one SRO for Bryan Middle School on all days that school is in session. OPS shall provide the City a school calendar on or before June 1st of each year.
- 2.3 OPS may request, and the City shall provide, an SRO at Bryan Middle School and/or Bryan High School for the Fall orientation.
- 2.4 OPS may request, and the City shall provide an SRO for summer school at Bryan High School which shall not exceed thirty (30) summer school days.
- 2.5 During days that school is not in session, the SRO is subject to other assignments as determined by the City.
- 2.6 The SRO will not be directly responsible for security at after-school functions, including athletic events or social events beyond the normal eight (8) hour school day.

3. RELATIONSHIP OF PARTIES

- 3.1 The City shall have the status of an independent contractor for the purpose of this Agreement. The SRO assigned to OPS is an employee of the City and shall not be considered an employee of OPS and shall be subject to Police Department control, supervision, policies, procedures and General Orders.
- 3.2 Compensation and fringe benefits shall be paid directly by the City and shall be in accordance with the Bellevue Police Department's policies, as established for its employees and in accordance with union contract agreements with the Bellevue Police Officer's Association. The City shall maintain appropriate worker's compensation, health and unemployment insurance coverage for the SROs.
- 3.3 The SRO will be subject to current procedures in effect for City Police Officers, including attendance at all mandated training and testing to maintain State Peace Officer certification. This training and certification takes place throughout the year and will necessitate the absence of the SRO from the school building.

4. SCHOOL RESOURCE OFFICER SELECTION, TRANSFER AND REMOVAL

- 4.1 OPS and the City will mutually agree on the selection of the SRO. The Chief of Police will have final decision on all appointments.
- 4.2 If OPS is dissatisfied with the performance of the SRO, they shall contact the Police Officer's Sergeant or appropriate Supervisor, who shall instruct the Police Officer to leave the school, and reassign another SRO to perform the services described in this contract, if so required by OPS.
- 4.3 The Chief of Police shall discipline, dismiss or reassign the SRO based on Department guidelines and/or General Orders, and in compliance with the union contract and when it is in the best interest of the City, the school system and the students.
- 4.4 In the event of a resignation, retirement, dismissal or reassignment of the SRO, or in the case of long-term absences by the SRO, the Chief of Police shall provide a temporary replacement for the SRO within thirty (30) school days of receiving notice of such absence, dismissal, resignation or reassignment. As soon as practicable, a permanent replacement for the SRO position shall be assigned by the Chief of Police.

5. **SCHOOL RESOURCE OFFICER'S RESPONSIBILITIES**

- 5.1 Work in concert with the school principals, or designee, by meeting with the principal on at least a weekly basis.
- 5.2 Provide a program of educational leadership by acting as a guest speaker to address tobacco, alcohol, and other drug issues, conflict resolution, and safety issues in the school and the community.
- 5.3 Act as a communication liaison with law enforcement agencies, and provide basic information concerning students on the campus served by the Officer.
- 5.4 Present programs to parents on issues related to tobacco, alcohol and other drugs, violence prevention or conflict resolution and safety.
- 5.5 Provide informational in-service programs for staff on issues related to alcohol and other drugs and the law, violence, gangs, safety and security.
- 5.6 Participate in classroom activities, when invited. To discuss agreed upon topics or to interact with students in an educational or recreational setting.
- 5.7 Identify potential problems and activity that disrupts the school.
- 5.8 Assist in maintaining order and enforcing school policies and laws on school property. In conjunction with school officials, the SRO will take the appropriate law enforcement action, consistent with a Police Officer's duty. As soon as practicable, the SRO shall make the principal of the school aware of such action. At the principal's request, the SRO shall take appropriate law enforcement action against intruders and unwanted guests who may appear at the school and related school functions, to the extent that the SRO may do so under the authority of law. Whenever practicable, the SRO shall advise the principal before requesting additional Police assistance on campus.
- 5.9 Refer students and/or their families to the appropriate agencies for assistance when need is determined.
- 5.10 The SRO shall not act as a school disciplinarian. However, if the principal believes an incident is a violation of law, the principal may contact the SRO and the SRO shall then determine whether law enforcement action is appropriate.
- 5.11 The SRO can perform other duties as may be mutually agreed upon in writing by the City and OPS, provided that nothing required herein is intended to or will constitute a relationship of duty for the assigned Police Officer or the City beyond the general duties that exist for law enforcement Officers within the State.
- 5.12 The SRO shall be in uniform at all times while serving as an SRO and will wear a name tag. The SRO shall be equipped with a portable radio and access to 911 for emergency communications.

6. PAYMENT FOR SERVICES

- 6.1 OPS will pay 50% of the SRO's base wages (excluding any benefits) for the hours worked as an SRO during school year and including summer school hours.
- 6.2 The City shall be responsible for all of the SRO's compensation on days when schools are in session and the SRO is not at his or her assignment at the school, unless the SRO's absence is due to attending an off-campus activity at the school's request.
- 6.3 The City shall be responsible for all of the SRO's compensation on all holidays, vacation days, compensatory days or sick leave days.
- 6.4 Payment from OPS to the City will be made once per calendar year, upon receipt of an invoice from the City, which shall be provided not prior to July 1 of each year, and must be provided by July 31 of each year, until this agreement expires.
- 6.5 The City agrees to pay all other SRO costs, including training and certification, unless written agreement is made with the City and the School District for training that is directly related to the SRO's functions within the school environment.
- 6.6 All other work assignments where OPS requests SRO presence (i.e., sports events, parent/teacher conferences, etc) will be contracted separately as secondary employment and paid directly to the SRO by OPS. All secondary employment is subject to prior approval by the City's SRO supervisor.

7. TIME AND PLACE OF PERFORMANCE

- 7.1 The City will assure that the SRO will be on the campus of Bryan High School and Bryan Middle School each day that school is in session at a time of 15 minutes prior to the start of classes and until 15 minutes after classes are dismissed. The SRO's activities will be restricted to the assigned school campus except for:
 - 7.1a Follow-up home visits when needed as a result of school-related student problems.
 - 7.1b School-related off-campus activities when the principal requests Officer participation and it is approved by the City.
 - 7.1c Response to off-campus, but school-related criminal activity.
 - 7.1d Response to off-campus emergency law enforcement needs.
 - 7.1e Appearances in court or other similar required activities.
- 7.2 Regular working hours may be adjusted on a situational basis by OPS with the consent of the SRO's Supervisor. These adjustments should be approved prior to

their being required and should be to cover activities that are a normal part of the scheduled school day, requiring the presence of a law enforcement Officer.

8. OMAHA PUBLIC SCHOOL RESPONSIBILITIES

OPS will provide the SRO with an office to be used by the SRO alone which can be locked and access to such equipment as is necessary at the assigned school. This equipment shall include access, but not be limited to, a telephone, fax, copier, filing cabinet capable of being secured, and to provide a computer and secretarial assistance.

9. NOTICE.

Any notice required to be given by this Agreement shall be sufficient if communicated in writing and sent by hand delivery or by certificated United States Mail, postage prepaid, or by facsimile transmission. Notice shall be given as follows:

OPS: Superintendent, Omaha Public Schools, 3215 Cuming Street,
Omaha, NE 68131 FAX: (402) 557-2019

CITY: Administrator, City of Bellevue, 210 West Mission Ave. Bellevue, NE
68005 FAX: (402) 293-3090

10. NON-DISCRIMINATION.

The parties of this Agreement shall not, in the performance of this Agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, color, religions, sex, sexual orientation, national origin, disability, age, marital status, genetic information, citizenship status, or economic status.

11. GOVERNING LAW.

This Agreement shall be interpreted according to the law of the State of Nebraska, and any conflict arising under this Agreement or any applicable Project Attachment will be heard by a Nebraska court of competent jurisdiction.

12. CITIZENSHIP VERIFICATION.

City shall ensure that any persons physically perform services in the State of Nebraska pursuant to a Project shall, pursuant to Nebraska state law, use a federal electronic verification program authorized by the Illegal Immigration Reform and Immigration Responsibility Act of 1996, 8 U.S.C. 1324 ("E-verify Program" or an equivalent federal program designated by the Department of Homeland Security or other authorized federal agency) to verify the work eligibility status of employees.

13. AMENDMENT.

This Agreement may be amended at any time by an agreement in writing execute by the authorized representatives of OPS and City.

14. **WAIVER.**

Any waiver by either party of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any other provision or any subsequent breach.

15. **ASSIGNMENT.**

This Agreement may not be assigned or transferred except by written agreement of OPS and City.

16. **DATA SHARING AND CONFIDENTIALITY.**

The parties expressly acknowledge that all student information not designated by OPS as "directory information" is considered private and subject to protection. The parties further acknowledge that OPS has implemented policies and guidelines which describe when and how protected student information may be obtained, shared or otherwise disseminated and that City and its agents are subject to such policies and guidelines and will comply with same. Any student information that City or its agents receives is confidential and may only be used for providing services under this Agreement. City agrees to maintain the confidentiality of information that it may have access to under this Agreement and further agrees not to disclose any such information gained during the course of providing services under this Agreement to any person or entity other than the student, parent, guardian, OPS, or City, as applicable, without the express agreement of OPS. To facilitate the success of this Agreement and to monitor and evaluate student progress, OPS may provide to SROs providing services hereunder, limited FERPA protected personally identifiable information from students' education records. Individuals providing services to OPS students pursuant to this Agreement shall be expected to maintain this information in confidence, and as necessary shall sign a confidentiality statement and, if appropriate a data user agreement.

17. **ENTIRE AGREEMENT.**

This Agreement, together with any Project Attachments and any exhibits or schedules thereto, constitutes the entire Agreement between the parties as to the subject matter hereof, and replaces all prior written and oral statements and understandings.

[Signature page follows]

Signed in agreement on the day below:

DOUGLAS COUNTY SCHOOL DISTRICT 0001

By: Lacey J. Merica
Lacey J. Merica
Board of Education President

7/24/17

Date

By: Matthew J. Ray
Matthew J. Ray
Secretary to the Board of Education

7/24/2017

Date

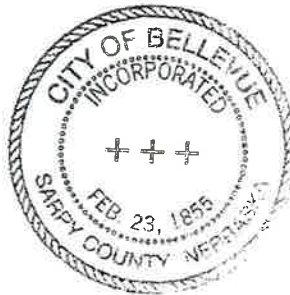
CITY OF BELLEVUE, NEBRASKA

By: Rita Sanders
Rita Sanders, Bellevue Mayor

8/14/17

Date

DOCS/1084161.2



**SCHOOL RESOURCE OFFICER PROGRAM
MEMORANDUM OF UNDERSTANDING**

This agreement is entered into as of August 1, 2019 by and between the City of Bellevue, Nebraska, hereinafter referred to as the "City" and Douglas County School District 0001 (Omaha Public Schools), hereinafter referred to as "OPS".

For and in consideration of the mutual promises, terms, covenants, and conditions set forth herein, the parties agree as follows:

1. PURPOSE OF AGREEMENT

The purpose of this agreement is for the City to assign one uniformed Police Officer to Bryan Middle School and one to Bryan High School as the School Resource Officer. The School Resource Officer, hereinafter referred to as "SRO", will work with the school principal to provide alcohol and drug education, maintain a peaceful campus environment, selectively become involved in mutually agreed upon instructional topics, and take appropriate action regarding on-campus or school-related unlawful activity.

2. TERM AND SERVICE TIMES

- 2.1 This Agreement shall be effective on the 1st day of August, 2019, and shall remain in effect until either the City or the School District terminates the Agreement at the end of any given School year with ninety (90) days prior written notice, or upon written agreement of the City and the School District. Unless terminated sooner, this Agreement will automatically expire on June 1, 2022.
- 2.2 The City shall provide one SRO for Bryan High School and one SRO for Bryan Middle School on all days that school is in session. OPS shall provide the City a school calendar on or before June 1st of each year.
- 2.3 OPS may request, and the City shall provide, an SRO at Bryan Middle School and/or Bryan High School for the Fall orientation. This shall be requested at least 30 days in advance.
- 2.4 OPS may request, and the City shall provide an SRO for summer school at Bryan High School which shall not exceed thirty (30) summer school days. This shall be requested at least 30 days in advance.
- 2.5 During days that school is not in session, the SRO is subject to other assignments as determined by the City.
- 2.6 The SRO will not be directly responsible for security at after-school functions, including athletic events or social events beyond the normal eight (8) hour school day. The School District will be responsible for arranging and compensating law enforcement for special School events and activities that take place outside the normal School day.

3. RELATIONSHIP OF PARTIES

- 3.1 The City shall have the status of an independent contractor for the purpose of this Agreement. The SRO assigned to OPS is an employee of the City and shall not be considered an employee of OPS and shall be subject to Police Department control, supervision, policies, procedures and General Orders.
- 3.2 Compensation and fringe benefits shall be paid directly by the City and shall be in accordance with the Bellevue Police Department's policies, as established for its employees and in accordance with union contract agreements with the Bellevue Police Officer's Association. The City shall maintain appropriate worker's compensation, health and unemployment insurance coverage for the SROs.
- 3.3 The SRO will be subject to current procedures in effect for City Police Officers, including attendance at all mandated training and testing to maintain State Peace Officer certification. This training and certification takes place throughout the year and will necessitate the absence of the SRO from the school building.

4. SCHOOL RESOURCE OFFICER SELECTION, TRANSFER AND REMOVAL

- 4.1 OPS and the City will mutually agree on the selection of the SRO. The Chief of Police will have final decision on all appointments.
- 4.2 If OPS is dissatisfied with the performance of the SRO, they shall contact the Police Officer's Sergeant or appropriate Supervisor, who shall instruct the Police Officer to leave the school, and reassign another SRO to perform the services described in this contract, if so required by OPS.
- 4.3 The Chief of Police shall discipline, dismiss or reassign the SRO based on Department guidelines and/or General Orders, and in compliance with the union contract and when it is in the best interest of the City, the school system and the students.
- 4.4 In the event of a resignation, retirement, dismissal or reassignment of the SRO, or in the case of long-term absences by the SRO, the Chief of Police shall provide a temporary replacement for the SRO within thirty (30) school days of receiving notice of such absence, dismissal, resignation or reassignment. As soon as practicable, a permanent replacement for the SRO position shall be assigned by the Chief of Police.

5. SCHOOL RESOURCE OFFICER'S RESPONSIBILITIES

- 5.1 Work in concert with the school principals, or designee, by meeting with the principal on at least a weekly basis.
- 5.2 Provide a program of educational leadership by acting as a guest speaker to address tobacco, alcohol, and other drug issues, conflict resolution, and safety issues in the school and the community.
- 5.3 Act as a communication liaison with law enforcement agencies, and provide basic information concerning students on the campus served by the Officer.

- 5.4 Present programs to parents of School students on issues related to tobacco, alcohol and other drugs, violence prevention or conflict resolution and safety.
- 5.5 Provide informational in-service programs for School_staff on issues related to alcohol and other drugs and the law, violence, gangs, safety and security.
- 5.6 Participate in classroom activities, when invited. To discuss agreed upon topics or to interact with students in an educational or recreational setting.
- 5.7 Gather information regarding potential problems such as criminal activity, gang activity and student unrest, and attempt to identify particular individuals who may be a disruptive influence to the School and/or its students.
- 5.8 Assist in maintaining order and enforcing school policies and laws on school property. In conjunction with school officials, the SRO will take the appropriate law enforcement action, consistent with a Police Officer's duty. As soon as practicable, the SRO shall make the principal of the school aware of such action. At the principal's request, the SRO shall take appropriate law enforcement action against intruders and unwanted guests who may appear at the school and related school functions, to the extent that the SRO may do so under the authority of law. Whenever practicable, the SRO shall advise the principal before requesting additional Police assistance on campus.
- 5.9 Refer students and/or their families to the appropriate agencies for assistance when need is determined.
- 5.10 The SRO shall not act as a school disciplinarian. However, if the principal believes an incident is a violation of law, the principal may contact the SRO and the SRO shall then determine whether law enforcement action is appropriate.
- 5.11 The SRO can perform other duties as may be mutually agreed upon in writing by the City and OPS, provided that nothing required herein is intended to or will constitute a relationship of duty for the assigned Police Officer or the City beyond the general duties that exist for law enforcement Officers within the State.
- 5.12 The SRO shall be in uniform at all times while serving as an SRO and will wear a name tag. The SRO shall be equipped with a portable radio and access to 911 for emergency communications.
- 5.13 The SRO shall attend a minimum of twenty hours of training focused on school law, students rights, understanding special needs students and students with disabilities, conflict de-escalation techniques, ethics for school resource officers, teenage brain development, adolescent behavior, implicit bias training, diversity and cultural awareness, trauma-informed responses, and preventing violence in school settings.
- 5.14 The SRO shall follow guidelines established in the Juvenile Operations policy when interrogating a student.

6. PAYMENT FOR SERVICES

- 6.1 The School District shall compensate the City for each SRO assigned to an OPS School at an annual rate of \$46,584.72 for the first year, and \$47,516.41 for the second year, and \$48,466.74 for the third year. This rate is based on the annual salary for a Bellevue Police Officer at step 8 of the Bellevue Police Officers Association, BPOA, wage schedule and the annual increase is due to a typical 2% BPOA contract pay increase.
- 6.2 The City shall be responsible for all of the SRO's compensation on days when schools are in session and the SRO is not at his or her assignment at the school, unless the SRO's absence is due to attending an off-campus activity at the school's request.
- 6.3 The City shall be responsible for all of the SRO's compensation on all holidays, vacation days, compensatory days or sick leave days.
- 6.4 Payment from OPS to the City will be made once per calendar year, upon receipt of an invoice from the City, which shall be provided not prior to July 1 of each year, and must be provided by July 31 of each year, until this agreement expires.
- 6.5 The City agrees to pay all other SRO costs, including training and certification, unless written agreement is made with the City and the School District for training that is directly related to the SRO's functions within the school environment.
- 6.6 All other work assignments where OPS requests SRO presence (i.e., sports events, parent/teacher conferences, etc) will be contracted separately as secondary employment and paid directly to the SRO by OPS. All secondary employment is subject to prior approval by the City's SRO supervisor.

7. TIME AND PLACE OF PERFORMANCE

- 7.1 The City will assure that the SRO will be on the campus of Bryan High School and Bryan Middle School each day that school is in session at a time of 15 minutes prior to the start of classes and until 15 minutes after classes are dismissed. The SRO's activities will be restricted to the assigned school campus except for:
 - 7.1.1 Follow-up home visits when needed as a result of school-related student problems.
 - 7.1.2 School-related off-campus activities when the principal requests Officer participation and it is approved by the City.
 - 7.1.3 Response to off-campus, but school-related criminal activity.
 - 7.1.4 Response to off-campus emergency law enforcement needs.
 - 7.1.5 Appearances in court or other similar required activities.
- 7.2 Regular working hours may be adjusted on a situational basis by OPS with the consent of the SRO's Supervisor. These adjustments should be approved prior to

their being required and should be to cover activities that are a normal part of the scheduled school day, requiring the presence of a law enforcement Officer.

8. OMAHA PUBLIC SCHOOL RESPONSIBILITIES

- 8.1 OPS will provide the SRO with an office to be used by the SRO alone which can be locked and access to such equipment as is necessary at the assigned school. This equipment shall include access, but not be limited to, a telephone, fax, copier, filing cabinet capable of being secured, and to provide a computer and secretarial assistance.
- 8.2 The School District shall designate at least one administrator from Bryan Middle School to attend a minimum of twenty hours of training focused on school-based law enforcement, including, but not limited to, coursework focused on school law, student rights, understanding special needs students and students with disabilities, conflict de-escalation techniques, ethics for school resource officers and security guards, teenage brain development, adolescent behavior, implicit bias training, diversity and cultural awareness, trauma-informed responses, and preventing violence in school settings.
- 8.3 The School District will adopt prior to January 1, 2021, a policy or policies which address under what circumstances a student will be advised of constitutional rights prior to being questioned or interrogated by a School Official or the SRO regardless of whether the SRO is acting as a school official or as an SRO.
- 8.4 The School District will adopt prior to January 1, 2021, a policy or policies which address when a parent or guardian will be notified or present, in a language that such parent or guardian understands, if a student is subjected to questioning or interrogation by a school official or by a school resource officer or security guard operating in conjunction with a school official.
- 8.5 The School District has adopted and will adopt on an annual basis a Student Code of Conduct which addresses the type or category of student conduct or actions that will be referred to law enforcement for prosecution and the type of student conduct or actions that will be resolved as a disciplinary matter by a school official and not subject to referral to law enforcement.

9. CITY AND SRO RESPONSIBILITIES.

- 9.1 The City and the SRO agree to comply with all laws, rules, regulations, ordinances, codes, guidelines, and directives which set forth standards and procedures to be followed by the City and the SRO in discharging its obligations under Agreement.
- 9.2 The City and the SRO shall maintain records on each student referral for prosecution by the SRO in response to an incident occurring at school, on school grounds, or at a school-sponsored event and ensure that such records allow for analysis of related data and delineate:
 - a. The reason for such referral; and
 - b. Federally identified demographic characteristics of such student;

- 9.3 The City shall provide the School District, within 60 days of the last day of school, a report detailing the name of each student referred for prosecution by the SRO during the school year, the reason for such referral and the federally identified demographic characteristics of each student.
- 9.4 The City shall, prior to January 1, 2021, identify a student and parent complaint process to express a concern or file a complaint about a school resource officer or security guard and the practices of such school resource officer guard with the law enforcement agency.

10. NOTICE.

Any notice required to be given by this Agreement shall be sufficient if communicated in writing and sent by hand delivery or by certificated United States Mail, postage prepaid, or by facsimile transmission. Notice shall be given as follows:

OPS: Superintendent, Omaha Public Schools, 3215 Cuming Street,
Omaha, NE 68131 FAX: (402) 557-2019

CITY: Administrator, City of Bellevue, 1500 Wall St. Bellevue, NE 68005
FAX: (402) 293-3090

11. NON-DISCRIMINATION.

The parties of this Agreement shall not, in the performance of this Agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, color, national origin, religion, sex (including pregnancy), marital status, sexual orientation, disability, age, genetic information, gender identity, gender expression, citizenship status, veteran status, political affiliation or economic status.

12. GOVERNING LAW.

This Agreement shall be interpreted according to the law of the State of Nebraska, and any conflict arising under this Agreement or any applicable Project Attachment will be heard by a Nebraska court of competent jurisdiction.

13. CITIZENSHIP VERIFICATION.

City shall ensure that any persons physically perform services in the State of Nebraska pursuant to a Project shall, pursuant to Nebraska state law, use a federal electronic verification program authorized by the Illegal Immigration Reform and Immigration Responsibility Act of 1996, 8 U.S.C. 1324 ("E-verify Program" or an equivalent federal program designated by the Department of Homeland Security or other authorized federal agency) to verify the work eligibility status of employees.

14. AMENDMENT.

This Agreement may be amended at any time by an agreement in writing execute by the authorized representatives of OPS and City.

15. **WAIVER.**

Any waiver by either party of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any other provision or any subsequent breach.

16. **ASSIGNMENT.**

This Agreement may not be assigned or transferred except by written agreement of OPS and City.

17. **DATA SHARING AND CONFIDENTIALITY.**

The parties expressly acknowledge that all student information not designated by OPS as "directory information" is considered private and subject to protection. The parties further acknowledge that OPS has implemented policies and guidelines which describe when and how protected student information may be obtained, shared or otherwise disseminated and that City and its agents are subject to such policies and guidelines and will comply with same. Any student information that City or its agents receives is confidential and may only be used for providing services under this Agreement. City agrees to maintain the confidentiality of information that it may have access to under this Agreement and further agrees not to disclose any such information gained during the course of providing services under this Agreement to any person or entity other than the student, parent, guardian, OPS, or City, as applicable, without the express agreement of OPS. To facilitate the success of this Agreement and to monitor and evaluate student progress, OPS may provide to SROs providing services hereunder, limited FERPA protected personally identifiable information from students' education records. Individuals providing services to OPS students pursuant to this Agreement shall be expected to maintain this information in confidence, and as necessary shall sign a confidentiality statement and, if appropriate a data user agreement. OPS hereby designates the SRO as a School Official for purposes of FERPA. As a school official, the SRO may review and use FERPA records if the SRO has a legitimate education interest in those records. The City and the SRO agree to in all respects comply with all applicable provisions of FERPA. Nothing in this Agreement may be construed to allow either party to maintain, use, disclose, or share student record information in a manner not permitted by FERPA.

18. **ENTIRE AGREEMENT.**

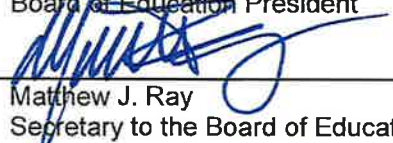
This Agreement, together with any Project Attachments and any exhibits or schedules thereto, constitutes the entire Agreement between the parties as to the subject matter hereof, and replaces all prior written and oral statements and understandings.

Signed in agreement on the day below:

DOUGLAS COUNTY SCHOOL DISTRICT 0001

By: 
Marque Snow
Board of Education President

12-2-2019
Date

By: 
Matthew J. Ray
Secretary to the Board of Education

12-2-2019
Date

CITY OF BELLEVUE, NEBRASKA

By: _____
Rusty Hike, Bellevue Mayor

Date _____

DOCS/2376652.1

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16h.
12/17/19

COUNCIL MEETING DATE: 12/17/2019		SUBMITTED BY: Chief Mark Elbert			
AGENDA ITEM:		CONSENT AGENDA <input checked="" type="checkbox"/>		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 <input type="checkbox"/>	

SUBJECT:

AED Service Agreement

SYNOPSIS/BACKGROUND:

This is a service plan renewal covering the LifePak1000 AEDs. This is a one-year plan with quarterly payments. The payment schedule is attached. The Police Department has 15 AED's for the district cars and the Supervisors. Each year these units need to be inspected and calibrated. If repairs are needed, the technician repairs them or replaces them.

FISCAL IMPACT: \$5,940.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES		COUNTER-PARTY:		INTERLOCAL AGREEMENT: NO	
CONTRACT DESCRIPTION: Service Agreement					
CONTRACT EFFECTIVE DATE: 12/01/2019		CONTRACT TERM: 1 year		CONTRACT END DATE: 11/30/2020	
PROJECT NAME:					
START DATE:	END DATE:	PAYMENT DATE:	INSURANCE REQUIRED:		
CIP PROJECT NAME:		CIP PROJECT NUMBER:			
STREET DISTRICT NAME (S):		STREET DISTRICT NUMBER (S):			
ACCOUNTING DISTRIBUTION CODE: 10-20		ACCOUNT NUMBER: 6247			

RECOMMENDATION:

Approve the renewal of the service agreement for the LifePak AEDs and authorize the Mayor to sign the service agreement.

ATTACHMENTS:

1. Service Agreement	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

[Handwritten signatures]

Sales Rep Name: Scott Pufahl
ProCare Service Rep: Jeremy Stevens

3800 E. Centre Ave
Portage, MI 49009

Date: 12/2/2019
ID #: 191202075659

PROCARE PROPOSAL SUBMITTED TO:

Account Number: 1335573
Account Name: Bellevue Police Dept
Account Address: 1510 Wall St
City, State Zip: Bellevue, NE 68005

Name: Karen Eidenmiller
Title:
Phone: (402) 293-3172
Email: kareneidenmiller@bellevue.net

PROCARE COVERAGE

Item No.	Model Number	Model Description	ProCare Program	Qty	Yrs		Total
1	LP1000	LifePak 1000	LP1000 PM Only Onsite	15	1		\$5,940.00

PROGRAM INCLUDES:**LP1000 PM Only Onsite:**

- Update software to the most current version
- Check all batteries and battery pins
- Inspect the integrity of accessories and recommend replacement as needed
- Test the integrity of all cables and recommend replacement as needed
- Electrical safety check in accordance with NFPA guidelines
- Computer-aided diagnostics to verify the unit functions accurately, including waveform shape and defibrillation energy
- Replace up to 1 battery pack in accordance with the device operating instructions or upon battery failure
- Replace 1 set of expired adult therapy electrodes at scheduled time of service

** (Onsite PM or Depot Depending on Agreement) **

Unless otherwise stated on contract, payment is expected upfront.	ProCare Total	\$5,940.00
	FINAL TOTAL	\$5,940.00

Start Date: 12/1/2019
End Date: 11/30/2020

Stryker Signature

Date

Customer Signature

Date

Purchase Order Number (MUST INCLUDE HARD COPY)



Check of Purchase Order is not required

COMMENTS:

Please email signed Proposal and Purchase Order to procarecoordinators@stryker.com.
information contained within this quotation is considered confidential and proprietary and is not subject to public disclosure.
pricing valid for 30 days.

All
**Quote

PAYMENT SCHEDULE

<u>Date</u>		<u>Payment</u>		<u>Int Paid</u>		<u>Prin. Remaining</u>		<u>Balance</u>
Starting Balance							\$	5,940.00
12/1/2019	\$	1,485.00	\$	-	\$	4,455.00	\$	4,455.00
3/1/2020	\$	1,485.00	\$	-	\$	2,970.00	\$	2,970.00
6/1/2020	\$	1,485.00	\$	-	\$	1,485.00	\$	1,485.00
9/1/2020	\$	1,485.00	\$	-	\$	-	\$	-

SERIAL NUMBER SHEET

Item No.	Model	Serial Number	Program
1	LP1000	42689364	LP1000 PM Only Onsite
2	LP1000	44978873	LP1000 PM Only Onsite
3	LP1000	45216979	LP1000 PM Only Onsite
4	LP1000	46248657	LP1000 PM Only Onsite
5	LP1000	46248658	LP1000 PM Only Onsite
6	LP1000	46248659	LP1000 PM Only Onsite
7	LP1000	48221033	LP1000 PM Only Onsite
8	LP1000	48221034	LP1000 PM Only Onsite
9	LP1000	46248660	LP1000 PM Only Onsite
10	LP1000	46248655	LP1000 PM Only Onsite
11	LP1000	46248654	LP1000 PM Only Onsite
12	LP1000	46248656	LP1000 PM Only Onsite
13	LP1000	46248653	LP1000 PM Only Onsite
14	LP1000	39832533	LP1000 PM Only Onsite
15	LP1000	40342421	LP1000 PM Only Onsite

SERVICE AGREEMENT

This document sets forth the entire Product Service Plan Agreement ("Agreement") between Stryker Medical, (a division of Stryker Corporation), herein and after referred to as "Stryker", and Bellevue Police Dept, herein and after, referred to as the "Customer". This is the entire Agreement and no other oral modifications are valid. This Agreement shall remain in effect unless canceled or modified by either party according to the following terms and conditions.

1. SERVICE COVERAGE AND TERM

Stryker shall provide to Customer the services (the "Services") as defined on Page 1 of the Stryker Quote as the equipment ProCare Program (hereinafter each, a "Service Plan"). The equipment covered under said Service Plan is set forth on Exhibit A to the Quote (the "Equipment"). The Services and Service Plan are ancillary to and not a complete substitute for the requirements of Customer to adhere to the routine maintenance instructions provided by Stryker, its equipment and operations manuals, and accompanying labels and/or inserts for the Equipment. Customer covenants and agrees that its personnel will follow the instructions and contents of those manuals, labels and inserts. When Equipment or a component is replaced, the item provided in replacement will be the Customer's property (if Customer owns the Equipment) and the replaced item will be Stryker's property. The Service Plan coverage, term, start date, and price of the Services appear on the Service Plan.

2. EQUIPMENT SCHEDULE CHANGES

During the term of the Agreement and upon each party's written consent, additional Equipment may be included in the Exhibit A. All additions are subject to the terms and conditions contained herein. Stryker shall adjust the charges and modify Exhibit A to reflect the additions.

3. INSPECTION SCHEDULING

Service inspections will be scheduled in advance at a mutually agreed upon time for such period of time as is reasonably necessary to complete the Services. Equipment not made available at the specified time will be serviced at the next scheduled service inspection unless specific arrangements are made with Stryker. Such arrangements will include travel and other special charges at Stryker's then current rates.

4. INSPECTION ACTIVITY

On each scheduled service inspection, Stryker's Service Representative will inspect each available item of Equipment as required in accordance with Stryker's then current Maintenance procedures for said Equipment. If there is any discrepancy or questions on the number of inspections, price, or Equipment, Stryker may amend this Agreement.

5. CUSTOMER OBLIGATIONS

Customer shall use commercially reasonable efforts to cooperate with Stryker in connection with Stryker's performance of the Services. Customer understands and acknowledges that Stryker employees will not provide surgical or medical advice, will not practice surgery or medicine, will not come in physical contact with the patient, will not enter the "sterile field" at any time, and will not direct equipment or instruments that come in contact with the patient during surgery. Customer's personnel will refrain from requesting Stryker employees to take any actions in violation of these requirements or in violation of applicable laws, rules or regulations, Customer policies, or the patient's informed consent. A refusal by Stryker employees to engage in such activities shall not be a breach of this Agreement. Customer consents to the presence of Stryker employees in its operating rooms, where applicable, in order for Stryker to provide Services under this Agreement and represents that it will obtain all necessary consents from patients.

6. SERVICE INVOICING

Invoices will be sent on the agreed payment method. All prices are exclusive of state and local use, sales or similar taxes. In states assessing upfront sales and use tax, Customer's payments will be adjusted to include all applicable sales and use tax amortized over the Service Plan term using a rate that preserves for Stryker, its affiliates and /or assigns, the intended economic yield for the transaction described in this Agreement. All invoices issued under this Agreement are to be paid within thirty (30) days of the date of the invoice. Failure to comply with Net 30 Day terms will constitute breach of contract and future Service will only be made on a prepaid or COD basis, or until the previous obligation is satisfied, or both. Stryker reserves the right, with no liability to Stryker, to cancel any contract on the basis of payment default for any previous equipment or service provided by Stryker or any of its affiliates.

7. PRICE CHANGES

The Service prices specified herein are those in effect as of the date of acceptance of this Agreement and will continue in effect throughout the term of the Service Plan.

8. INITIAL INSPECTION

This Agreement shall be applicable only to such Equipment as listed in Exhibit A, which has been determined by a Stryker's Representative to be in good operating condition upon his/her initial inspection thereof.

9. OPERATION MAINTENANCE

Stryker's Services are ancillary to and not a complete substitute for the requirements of Customer to adhere to the routine maintenance instructions provided by Stryker, its Equipment and operations manuals, and accompanying labels and/or inserts for each item of Equipment. Customer's appropriate user personnel should be entirely familiar with the instructions and contents of those manuals, labels and inserts and implement them accordingly.

10. SERVICE PLAN WARRANTY AND LIMITATIONS

Stryker represents and warrants that the Services shall be performed in a workmanlike manner and with professional diligence and skill. Services will comply with all applicable laws and regulations. During the term of the Service Plan, Stryker will maintain the Equipment in good working condition. Notwithstanding any other provision of this Agreement, the Service Plan does not include repairs or other services made necessary by or related to, the following: (1) abnormal wear or damage caused by misuse or by failure to perform normal and routine maintenance as set out in the Stryker maintenance manual or operating instructions. (2) accidents (3) catastrophe (4) acts of god (5) any malfunction resulting from faulty maintenance, improper repair, damage and/or alteration by non-Stryker authorized personnel (6) Equipment on which any original serial numbers or other identification marks have been removed or destroyed; or (7) Equipment that has been repaired with any unauthorized or non-Stryker components. In addition, in order to ensure safe operation of the Equipment, only Stryker accessories should be used. Stryker reserves the right to invalidate the Service Plan if Equipment is used with accessories not manufactured by Stryker.

TO THE FULLEST EXTENT PERMITTED BY LAW, THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION ARE THE ONLY WARRANTIES APPLICABLE TO THE SERVICES AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTY BY STRYKER, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

11. WAIVER EXCLUSIONS

No failure to exercise and no delay by Stryker in exercising any right, power or privilege hereunder shall operate as a waiver thereof. No waiver of any breach of any provision by Stryker shall be deemed to be a waiver by Stryker of any preceding or succeeding breach of the same or any other provision. No extension of time by Stryker for performance of any obligations or other acts hereunder or under any other Agreement shall be deemed to be an extension of time for performances of any other obligations or any other acts by Stryker.

12. LIMITATION OF LIABILITY

EXCEPT FOR THIRD PARTY DAMAGES RELATED TO STRYKER'S INDEMNITY OBLIGATIONS UNDER SECTION 13, STRYKER'S LIABILITY ARISING UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNT OF SERVICE FEES PAID DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE, IN NO INSTANCE WILL STRYKER BE LIABLE TO CUSTOMER FOR INCIDENTAL, PUNITIVE, SPECIAL, COVER, EXEMPLARY, MULTIPLIED OR CONSEQUENTIAL DAMAGES OR ATTORNEYS' FEES OR COSTS FOR ANY ACTIONS UNDER OR RELATED TO THIS AGREEMENT.

13. INDEMNIFICATION

Stryker shall indemnify and hold harmless Customer from any loss or damage brought by a third party which Customer may suffer directly as a result of the gross negligence or willful misconduct of Stryker or its employees or agents in the course of providing Services. The foregoing indemnification will not apply to any liability arising from: (i) an injury or damage due to the negligence of any person other than Stryker's employee or agent; (ii) the failure of any person other than Stryker's employee or agent to follow any instructions outlined in the labeling, manual, and/or instructions for use of the Equipment; (iii) the use of any equipment or part not purchased from Stryker or any equipment or any part thereof that has been modified, altered or repaired by any person other than Stryker's employee or agent; or (iv) any actions taken or omissions made by any Stryker employee while under the direction or control of Customer's staff. Customer agrees to hold Stryker harmless from and indemnify Stryker for any claims or losses or injuries arising from (i)-(iv) above resulting from Customer's or its employees' or agents' actions.

14. TERM AND TERMINATION

The Agreement shall commence on the date indicated on the first Service Plan entered into between the parties and shall continue until Stryker ceases to provide Services or the Agreement is canceled by either party by giving a ninety (90) days prior written notice of any such cancellation to the other party. If this Agreement is canceled during or before the expiration date of the Agreement, Customer will owe for the months covered up to the cancellation date of the Agreement and for any parts, labor, and travel charges, required to maintain Equipment, exceeding that already paid during the Agreement. In the event Customer has pre-paid for the services hereunder, any unused amount as of the date of cancellation shall be returned to the Customer on a pro-rata basis.

15. FORCE MAJEURE

Except for Customer's payment obligations, which may only be delayed and not excused entirely, neither party to this Agreement will be liable for any delay or failure of performance that is the result of any happening or event that could not reasonably have been avoided or that is otherwise beyond its control, provided that the party hindered or delayed immediately notifies the other party describing the circumstances causing delay. Such happenings or events will include, but not be limited to, terrorism, acts of war, riots, civil disorder, rebellions, fire, flood, earthquake, explosion, action of the elements, acts of God, inability to obtain or shortage of material, equipment or transportation, governmental orders, restrictions, priorities or rationing, accidents and strikes, lockouts or other labor trouble or shortage.

16. INSURANCE REQUIREMENTS

Stryker shall maintain the following insurance coverage during the term of the Agreement: (i) commercial general liability coverage, including coverage for products and completed operations liability, with minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate applying to bodily injury, personal injury, and property damage; (ii) automobile liability insurance with combined single limits of \$1,000,000.00 for owned, hired, and non-owned vehicles; and (iii) worker's compensation insurance as required by applicable law. At Customer's written request, certificates of insurance shall be provided by Stryker prior to commencement of the Services at any premises owned or operated by Customer. To the extent permitted by applicable laws and regulations, Stryker shall be permitted to meet the above requirements through a program of self-insurance.

17. WARRANTY OF NON-EXCLUSION

Each party represents and warrants that as of the Effective Date, neither it nor any of its employees, are or have been excluded, terminated, suspended, or debarred from a federal or state health care program or from participation in any federal or state procurement or non-procurement programs. Each party further represents that no final adverse action by the federal or state government has occurred or is pending or threatened against the party, its affiliates, or, to its knowledge, against any employee, Stryker, or agent engaged to provide Services under this Agreement. Each party also represents that if during the term of this Agreement it, or any of its employees becomes so excluded, terminated, suspended, or debarred from a federal or state health care program or from participation in any federal or state procurement or non-procurement programs, such will promptly notify the other party. Each party retains the right to terminate or modify this Agreement in the event of the other party's exclusion from a federal or state health care program.

18. COMPLIANCE

Stryker, as supplier, hereby informs Customer, as buyer, of Customer's obligation to make all reports and disclosures required by law or contract, including without limitation properly reporting and appropriately reflecting actual prices paid for each item supplied hereunder net of any discount (including rebates and credits, if any) applicable to such item on Customer's Medicare cost reports, and as otherwise required under the Federal Medicare and Medicaid Anti-Kickback Statute and the regulations thereunder (42 CFR Part 1001.952(h)). Pricing under this Agreement (and each Service Plan) may constitute discounts on the purchase of Services. Customer represents that (i) it shall make all required cost reports, and (ii) it has the corporate power and authority to make or cause such cost reports to be made. To the extent required by law, Customer and Stryker agree to comply with the Omnibus Reconciliation Act of 1980 (P.L. 962499) and its implementing regulations (42 CFR, Part 420). To the extent applicable to the activities of Stryker hereunder, Stryker further specifically agrees that until the expiration of four (4) years after furnishing Services pursuant to this Agreement, Stryker shall make available, upon written request of the Secretary of the Department of Health and Human Services, or upon request of the Comptroller General, or any of their duly authorized representatives, this Agreement and the books, documents and records of Stryker that are necessary to verify the nature and extent of the costs charged to Customer hereunder. Stryker further agrees that if Stryker carries out any of the duties of this Agreement through a subcontract with a value or cost of ten thousand dollars (\$10,000) or more over a twelve (12) month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary, or upon request to the Comptroller General, or any of their duly authorized representatives the subcontract, and books and documents and records of such organization that are necessary to verify the nature and extent of such costs.

19. CONFIDENTIALITY

The parties hereto shall hold in confidence this Agreement and the terms and conditions contained herein (including Services Plan pricing) and any information and materials which are related to the business of the other or are designated as proprietary or confidential, herein or otherwise, or which a reasonable person would consider to be proprietary or confidential information; and (b) hereby covenant that they shall not disclose such information to any third party without prior written authorization of the one to whom such information relates. The rights and remedies available to a party hereunder shall not limit or preclude any other available equitable or legal remedies.

20. HIPAA

Stryker is not a "business associate" of Customer, as the term "business associate" is defined by HIPAA (the Health Insurance Portability and Accountability Act of 1996 and 45 C.F.R., parts 142 and 160-164, as amended). To the extent the parties mutually agree that Stryker becomes a business associate of Customer, the parties agree to negotiate to amend the Service Plan or this Agreement as necessary to comply with HIPAA, and if an agreement cannot be reached the applicable Service Plan will immediately terminate. All medical information and/or data concerning specific patients (including, but not limited to, the identity of the patients), derived incidentally during the course of this Agreement, shall be treated by both parties as confidential, and shall not be released, disclosed, or published to any party other than as required or permitted under applicable laws. Notwithstanding the foregoing, Stryker may be considered a "business associate" of Customers related to any Service Plan for wireless products and/or other designated business associate services. If Stryker is considered a "business associate" of Customer, Stryker will agree to enter into a business associate agreement with Customer as required by HIPAA.

21. MISCELLANEOUS

Neither party may assign or transfer their rights and/or benefits under this Agreement without the prior written consent of the other party, except that Stryker shall have the right to assign this Agreement or any rights under or interests in this Agreement to any parent, subsidiary or affiliate of Stryker. All of the terms and provisions of this Agreement shall be binding upon, shall inure to the benefit of, and be enforceable by permitted successors and assigns of the parties to this Agreement. This Agreement shall be construed and interpreted in accordance with the laws of the State of Michigan. The invalidity, in whole or in part, of any of the foregoing paragraphs, where determined to be illegal, invalid, or unenforceable by a court or authority of competent jurisdiction, will not affect or impair the enforceability of the remainder of the Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior negotiations and agreements between the parties concerning the subject matter of this Agreement. In the event of an inconsistency or conflict between this Agreement and any purchase order, invoice, or similar document, this Agreement will control. Any inconsistency or conflict between the terms of this Agreement and a Service Plan shall be resolved in favor of the Service Plan. The sections entitled Limitation of Liability, Indemnification, Compliance, Confidentiality and Miscellaneous of this Agreement shall survive its termination or expiration.

22. MAINTENANCE INSPECTION

This service contract may include products which are beyond their warranty period and tested expected service life. Any such product will be inspected to determine if the product meets the operations and maintenance manual guidelines for that particular product as of the date of inspection. Despite any such inspection, Stryker makes no claims or assurances as to future performance, including no express or implied warranty, for any product which was inspected outside of its warranty period or beyond its tested expected service life.

**CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET**

**16i.
12/17/19**

COUNCIL MEETING DATE: 12/17/2019		SUBMITTED BY: <u>Jim Ristow</u>		City Administrator	
AGENDA ITEM:		CONSENT AGENDA <input type="checkbox"/>		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 <input type="checkbox"/>	

SUBJECT:

Annual renewal of the City Employee Medical, Dental, Vision, Legal, Life and Disability Insurance for 2020

SYNOPSIS/BACKGROUND:

The City provides subsidized healthcare insurance to qualified employees and retirees. The medical insurance subsidies for current employees are 92.5% for individual coverage and 82% for other coverage. The medical plan received a 3% decrease in the fully-insured premiums (approx. \$125k for 2020). The Health Care Insurance Committee, made up of members of City Administration and the Bargaining Units, recommended that the savings be used to increase the self-funded component of the plan to mitigate any future increases in cost. Therefore, no increase (or decrease) in the medical premium is proposed and no other changes to the plan are contemplated at this time. Dental insurance premiums increased 5%. No other changes.

FISCAL IMPACT: \$-0- BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: <u>YES</u>		COUNTER-PARTY: <u>Blue Cross Blue Shield</u>		INTERLOCAL AGREEMENT: <u>NO</u>	
CONTRACT DESCRIPTION: <u>Group Insurance Plan</u>					
CONTRACT EFFECTIVE DATE: <u>01/01/2020</u>		CONTRACT TERM: <u>1 Year</u>		CONTRACT END DATE: <u>12/31/2020</u>	
PROJECT NAME: <u></u>					
START DATE: <u></u>	END DATE: <u></u>	PAYMENT DATE: <u></u>	INSURANCE REQUIRED: <u>NO</u>		
CIP PROJECT NAME: <u></u>		CIP PROJECT NAME: <u></u>			
STREET DISTRICT NAME (S): <u></u>		STREET DISTRICT NUMBER (S): <u></u>			
ACCOUNTING DISTRIBUTION CODE: <u></u>		ACCOUNT NUMBER: <u></u>			

RECOMMENDATION:

Approve the 2020 insurance plans and premiums.

ATTACHMENTS:

1. <u>BCBS Plan & Application</u>	2. <u>Insurance Premium Schedules</u>	3. <u></u>
4. <u></u>	5. <u></u>	6. <u></u>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



Premier Blue



PLAN COMPARISON

Large Group (151+ Eligible Employees) Master Group Contract

**For Fully-insured Groups
Effective Jan. 1, 2020**



Contract Modifications

Master Contract 96-067-I 01/2020

Large group clients (151+ eligible employees) will receive a revised large group master contract with plan years or renewals effective on or after Jan. 1, 2020. The new contract and Schedule of Benefits Summary from Blue Cross and Blue Shield of Nebraska (BCBSNE) now includes clarification throughout the document, along with several benefit provision changes.

The charts on the following pages provide a high-level overview of the changes made to the contract. They give an overview of the current and new contract provisions, as well as the rationale for the changes. Please note: Minor changes, such as capitalization, grammar fixes and other punctuation, are not reflected in the chart.

Contact your Blue Cross and Blue Shield of Nebraska sales or account management representative for more information.

Contract Section	Contract Provision	Rationale	Applies to COC	Section of COC
Face Page		Clarification: Document title updated to call out "Health Benefits" contract.	No	
Contacts	Important Telephone Numbers	Change: Updating member number.	Yes	Contacts
Continuation of Coverage for Children to Age 30	Eligible Dependents	Clarification: Covered dependent identified as a "child."	No	
Diabetic Supplies	Diabetic Supplies	Change: As a result of changes to PDL 40, insulin pump and supplies including batteries, needles, alcohol wipes/swabs and tubing are available under medical benefits only. These services are not covered under the RX Nebraska Drug Program. Endorsement 3-00423.	Yes	Covered Health Care Services - Diabetic Supplies
Hearing Aids	Hearing Aids	Added: As a result of State Mandate LB15 Children of Nebraska Hearing Aid Act, benefits are available for covered persons up to age 19 for hearing impairment. Cochlear implants and bone anchored hearing aids are separate and will not count toward this hearing aid maximum.	Yes	Covered Health Care Services - Hearing Aids
Residential Treatment Services	Residential Treatment Services	Clarification: Benefits for residential treatment centers are available subject to certification and medical necessity criteria and utilization management. Autism spectrum disorders or pervasive developmental conditions, developmental delays or sensory integration disorders, unless otherwise required by law or as specifically covered under the Plan are not covered. No changes in how we administer benefits today.	Yes	Benefit Description - Residential Treatment Services
Oral Surgery and Dentistry	Anesthesia and Hospitalization for Dental Services	Change: Oral surgery and dentistry provision updated to match the state mandate. As required by law, services are payable for covered persons up to eight years of age or developmentally disabled to safely receive dental care. Services will not be covered for anyone over the age of 8, unless developmentally disabled.	Yes	Benefit Description - Oral Surgery and Dentistry
Organ Transplants	Organ and Tissue Transplants	Clarification: All transplant services must be certified by BCBSNE and meet BCBSNE established criteria and medical policies. This update includes covered services, exclusions and limitations.	Yes	Benefit Description - Organ Transplants

Contract Section	Contract Provision	Rationale	Applies to COC	Section of COC
Physician Services - Physician Office Visit	Mental Illness and Substance Dependence Abuse	Clarification: Mental illness and substance dependence and abuse services are payable subject to the cost-sharing amounts shown on the Schedule of Benefits Summary (SOBS). These services are included in the office visit benefit.	Yes	Benefit Description - Mental Illness and Substance Dependence Abuse
Physician Services - Covered Office Services	Covered Office Services	Clarification: Updated to include "diagnostic" x-rays.	Yes	Benefit Description - Covered Office Service
Physician Services - Non-covered Under Office Service Benefit	Manipulations and Adjustments	Clarification: Chiropractic/osteopathic manipulations and adjustments are non-covered under the office service benefit.		Benefit Description - Non-covered Physician Services
Physician Services - Non-covered Under Office Service Benefit	Drugs Administered During the Office Visit	Clarification: Drugs that are only payable under the Prescription Drug Program are not covered under the office benefit.	Yes	Benefit Description - Non-covered Physician Services
Physician Services - Non-covered Under Office Service Benefit	Drugs in an Outpatient Setting	Clarification: Certain prescription drugs administered in an outpatient setting are only covered under pharmacy.		Benefit Description - Non-covered Physician Services
Therapy	Cognitive Training	Clarification: Covered therapy services include cognitive training. No change in how we administer.	Yes	Benefit Description - Therapy Services
Preventive Services	ACA Preventive Services	Change: Deleting reference to services not part of the ACA to allow flexibility to modify. Directs covered persons to the SOBS for more information.	Yes	Preventive Services
Exclusions	Certification of Coverage	Clarification: Defined term is Certificate of Coverage.	No	Exclusion "Certification of Coverage"
Exclusions	Hearing Aids	Added: Hearing aid added as an exception as a result of State Mandate LB15 Children of Nebraska Hearing Aid Act.	No	Exclusion "Vision and Hearing"
Prescription Drug Benefits	Diabetic and Insulin Supplies	Change: As a result of changes to PDL 40, reflected insulin syringes, test strips, lancets/ lancet devices and glucose/sugar test tablets are covered under the pharmacy benefit. Endorsement 3-00423.	Yes	Prescription Drug Benefits - Diabetic and Insulin Supplies

Contract Section	Contract Provision	Rationale	Applies to COC	Section of COC
Prescription Drug Benefits	Generic Drugs	Change: This is an update to the existing mandatory generic drug penalty. If the covered person or the ordering provider requests a brand name drug when a generic drug equivalent is available, the covered person may be required to pay a penalty equal to the difference in cost between the brand name drug and the generic drug.	Yes	Prescription Drug Benefits - Generic Drugs
Prescription Drug Benefits	Limitation on Pharmacy	Adding: We currently have a provision in the pharmacy section of the contracts that provides us the right to limit a covered person to an in-network pharmacy of the member's choice or deny mail order prescriptions if we determine there is over utilization of the prescription in a six-month period and exceeds certain threshold amounts. We are adding to this provision to limit the prescribing physician of their choice, "as approved by us". We can steer the member to a specific pharmacy and physician to assist with monitoring opioids and other abused drugs.	Yes	Prescription Drug Benefits "Limitations"
Prescription Drug Benefits - Oral Anticancer Medication	Orally Administered Anticancer Medication	Clarification: Orally administered anticancer medication used to kill or slow the growth of cancerous cells will be paid no less favorably than intravenously administered or injected anticancer medications covered under the medical provisions of the plan.	Yes	Prescription Drug Benefits "Limitations"
Prescription Drug Benefits	Preauthorization	Clarification: Under the Rx Nebraska Drug Program, preauthorization is required for prescriptions as determined by BCBSNE.		Prescription Drug Benefits - Preauthorize
Prescription Drug Benefits	Route or Administration of Drugs	Clarification: Added verbiage that the formulary drug list reflects which benefits for certain prescription drugs, based on the route or method of administration, may only be paid under medical coverage.		Prescription Drug Benefits - Limitations
Prescription Drug Benefits	Contracted Amount	Added: Adding definition. The amount the in-network pharmacy has agreed to accept as payment in full for a covered prescription drug product pursuant to an agreement with the PBM.	Yes	Prescription Drug Benefits "Definitions"

Contract Section	Contract Provision	Rationale	Applies to COC	Section of COC
Prescription Drug Benefits	Formulary	<p>Clarification: Updated to include "continually updated" to the definition.</p> <p>A continually updated list of covered pharmaceutical products, which represents the current clinical judgment of physicians and other experts in the diagnosis and treatment of disease and preservation of health.</p>	Yes	Prescription Drug Benefits "Definitions"
Prescription Drug Benefits	Narrow Therapeutic Index	<p>Clarification: Adding definition.</p> <p>Medications that generally require careful dosage adjustment and patient monitoring due to small variances in a patient's blood levels which can change the effectiveness and toxicity of the drug.</p>	Yes	Prescription Drug Benefits "Definitions"
Coordination of Benefits	Order of Benefit Determination Rules	<p>Clarification: Language updated to include retiree as a covered person.</p>	No	



Master Group Application (Insured)

☐ New Group ☒ Renewal ☐ Revision
☒ Fully Insured ☐ Minimum Premium Unique Prefix (if applicable): _____
Account/Group No. 101936 Sub Account/Roll No. _____ ☒ Sub Account/Roll Listing Attached
Market Affiliation Code: 0898 NAICS: 92110

Effective Date: This Master Group Contract shall be effective on 1/1/2020 (Effective Date) provided this Application is accepted by Blue Cross and Blue Shield of Nebraska (BCBSNE), and payment of the charges is made as provided in this Master Group Application (Application). Changes in the terms of this Application may only be made during the anniversary month of the Effective Date, unless prior BCBSNE approval is obtained for an off-anniversary change. In the absence of the Group providing Us written documentation regarding plan year, the Group's plan year for all purposes shall be coincident with the Group's Effective Date as stated on the Group's Application or renewal confirmation.

APPLICANT INFORMATION

A. Applicant/Employer City of Bellevue
Address 1500 Wall St. Bellevue NE 68005-5237
(Street) (City) (State, Zip Code)

(PO Box) (City) (State, Zip Code)
Billing Address (if different) Attn: Jennifer Talley P O Box 1053 Burlington IA 52601
(Street) (City) (State, Zip Code)

Group Leader/Group Health Plan Primary Contact:

(Name) Cathey Rabbass
(Title) Human Resources Coordinator
(Phone) 402-293-3009
(Fax) 402-293-6797
(Email) Cathey.rabbass@bellevue.net

Employer (Tax) Identification Number (EIN) 47-6006099

B. ☒ Yes ☐ No Please advise if the above contact should receive all written BCBSNE correspondence.

If no, please provide the following contact information

(Name) _____
(Title) _____
(Phone) _____
(Fax) _____
(Email) _____

C. Names of subsidiaries or affiliated organizations to be covered (must be majority-owned - 51% or greater):

D. ☐ Yes ☒ No Is the Group Health Plan subject to the Employee Retirement Income Security Act of 1974 (ERISA)?

E. ☒ Yes ☐ No Is the Group Health Plan subject to the Consolidated Omnibus Reconciliation Act (COBRA), as amended, during this calendar year?

☐ Yes ☒ No If yes, does the Group have a COBRA Administrator?

☐ Yes ☒ No Does the Group have a direct relationship with the vendor?

Please provide name of the COBRA Administrator*:

*If through BCBSNE partnership, attach completed Employer Setup Form and create Client Service Agreement through Legal

F. ☒ Yes ☐ No Does the Applicant authorize BCBSNE to administer dependent coverage requests involving court-ordered alternate recipients, which will include reviewing and determining dependent coverage and notifications required by OBRA '93 regarding Qualified Medical Child Support Orders (QMSCO)?

G. ☐ Yes ☒ No Does the Applicant have an HSA Administrator? If yes, identify the vendor below:

☐ **Discovery Benefits (03)**

☐ **Other**

☐ Yes ☐ No Does the Group have a direct relationship with the vendor?

(If Discovery Benefits is selected, attach completed Employer Setup Form and create Client Service Agreement through Legal. HSA administration is provided independently by the entity identified above. BCBSNE does not provide HSA administration. The entity identified above is solely responsible.)

H. ☒ Yes ☐ No Does the Applicant have an HRA Administrator? If yes, identify the vendor below:

☐ **Discovery Benefits (39)** ☒ **EBS (34)** ☐ **MidAmerican Benefits (32)**

☐ **Other**

☒ Yes ☐ No Does the Group have a direct relationship with the vendor?

(HRA administration is provided independently by the entity identified above. BCBSNE does not provide HRA administration. The entity identified above is solely responsible. If through BCBSNE partnership attach completed Employer Setup Form and create Client Service Agreement through Legal.)

I. ☐ Yes ☒ No Does the Applicant have an FSA Administrator? If yes, identify the vendor below:

☐ **Discovery Benefits (39)**

☐ **Other**

☐ Yes ☐ No Does the Group have a direct relationship with the vendor?

(If Discovery Benefit is selected, attach completed Employer Setup Form and create Client Service Agreement through Legal. FSA administration is provided independently by the entity identified above. BCBSNE does not provide FSA administration. The entity identified above is solely responsible.)

J. **Employee Data:** The following is from and agrees with your payroll and personnel records:

<u>378</u>	1. Total employees on the payroll (includes full-time, part-time, leased employees)
<u>295</u>	2. Total eligible employees on the payroll on the effective date of the Contract
<u> </u>	3. Eligible employees not enrolling due to coverage
<u> </u>	a. Number of employees with creditable coverage (Medicare, Medicaid, Spousal coverage)
<u> </u>	b. Number of employees with individual coverage
<u> </u>	c. Number of employees not enrolling due to cost or other reasons
<u>260</u>	4. Eligible employees enrolling on the effective date of the Contract
<u> </u>	5. Persons on COBRA or State Continuation Coverage

K. Other Applicant Information:

Other applicant information The Group/Plan Administrator, on behalf of itself or any subgroups, acknowledges and agrees that it is responsible to provide notice of benefit, coverage or plan changes to enrolled employees, including persons on continuation coverage, prior to the effective date of such change(s).

- L. **Certificate of Coverage:** BCBSNE will provide the Group an electronic copy of the Certificate of Coverage. The Group is responsible for providing this document to its enrolled employees, including retirees and COBRA participants.

ELIGIBILITY AND ENROLLMENT

- A. An employee must work a minimum of 30 hours per week on a regular calendar year basis to be eligible for coverage. Coverage for an eligible employee will become effective on:
- ☒ The first of the month after such employee has completed a waiting period of 30 days (not to exceed 60 days) after the date of hire.
- ☐ The date of hire.
- ☐ The 1st day following 90 days from the date of hire.
- ☐ Other: _____

The employee must complete the applicable enrollment form. To remain eligible, the employee must continue to work the minimum number of hours per week required.

Other Eligibility Provisions:

see other on Endorsement Summary

- B. ☒ Yes ☐ No Retirees eligible? (Attach a list of retirees and copy of Retirement Program describing plan eligibility requirements and your contribution toward the monthly charges.)

C. Enrollment Options - Membership Units: (Check all that apply)

Standard Membership Units

- ☒ Single - Employee Only
- ☒ Employee & Spouse
- ☒ Employee & Children
- ☒ Family

Alternate Membership Tiers

- ☐ Employee & One Dependent
- ☐ Employee & Two or More Dependents

Other Enrollment Provisions: _____

- D. **Late Enrollment:** Late enrollment is only allowed during the open enrollment period, which is the month prior to the annual renewal date. Enrollment Forms must be signed by the last day of open enrollment and must be received by BCBSNE in a timely manner.

Other Provisions: _____

E. Other Eligibility Provisions:

Endorsement Title or Description of Provision	Endorsement Number	Medical	Dental
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>

EMPLOYER CONTRIBUTION AND MONTHLY CHARGES

- A. ☒ Yes ☐ No Does your plan have a Section 125 plan which offers employees cash in lieu of health plan benefits?
If yes, please provide the amount funded and the applicable option: See other on Endorsement Summary
- B. ☒ Yes ☐ No Do you as an employer have a Section 125 plan which funds a portion of the employee's deductible?
If yes, please provide the amount funded and the which option: See other on Endorsement Summary
- C. Please indicate the premium and employer's contribution to premium by completing the **App-Att-Employer Contribution and Monthly Charges Form**. Attach the form to the Application.
- D. It is understood that the amount shown as employer contribution will be paid by you without charge to the eligible employees and the remainder collected by you from the eligible employees by payroll deduction and remitted monthly to BCBSNE.

The monthly charges will not change prior to 1/1/2021. This rate guarantee and continuation of coverage is subject to the Applicant continuing to meet BCBSNE underwriting guidelines, including minimum requirements for participation and contribution. If the number of covered employees increases or decreases 5% or more, or the terms of the Contract are changed, BCBSNE reserves the right to change rates.
Other Provisions: _____

GROUP DATA FOR CALCULATION OF MEDICAL LOSS RATIO

As part of BCBSNE's compliance with the Patient Protection and Affordable Care Act, BCBSNE must collect information on group size in order to calculate and report medical loss ratios. On average, how many employees did you employ on business days during the calendar year prior to the effective date of this application? This total should include full-time, part-time, and seasonal employees, but exclude independent contractors. If your company has affiliated parent or sister companies that are members of the same control group for IRS reporting purposes, all employees in all the affiliated companies should be included in your total, whether or not the affiliated companies have coverage with BCBSNE.

☐ 50 or Fewer

☒ 51 or More

GROUP DATA FOR MEDICARE SECONDARY PAYER

BCBSNE is required to collect information in order to properly pay claims for your employees who are eligible for Medicare benefits. In accordance with Medicare law, depending on the current employment status of your employee and/or employer size, BCBSNE may be required to pay primary to Medicare for certain group health benefits, regardless of an employee's or dependent's entitlement to Medicare.

- A. **Employee Information:** Do you have employees or covered dependents enrolled in your group health plan who also currently have Medicare coverage or who are turning 65 this year? ☒ Yes ☐ No If yes, please attach a list of covered employees and dependents who currently have Medicare or who are turning 65 this year.)
- B. **Employer Information:** When responding to questions 1 through 3 below, include full-time, part-time, leased and seasonal employees, but exclude independent contractors. If your company has affiliated parent or sister companies that are members of the same control group for IRS reporting purposes, all employees in all the affiliated companies should be included in your total, whether or not the affiliated companies have coverage with BCBSNE.
1. Do you have 20 or more employees for 20 or more calendar weeks during the current calendar year?
☒ Yes ☐ No If yes, please provide the date this threshold was reached 1/1/2008
 2. Did you have 20 or more employees for 20 or more calendar weeks during the previous calendar year?
☒ Yes ☐ No If yes, please provide the date this threshold was reached 1/1/2008
 3. Did you have 100 or more employees during 50 percent of your business days during the previous calendar year? ☒ Yes ☐ No

UNIFORM SUMMARY OF BENEFITS & COVERAGE

In compliance with the Patient Protection and Affordable Care Act, BCBSNE will make available to the Group Leader/ Group Health Plan Primary Contact the Group's Uniform Summary of Benefits and Coverage (SBC).

The Group, on behalf of itself and any of its Subgroups, acknowledges that it has:

- ☒ Received a copy of the SBC for the Group Health Plan; **or**
- ☐ Been given information about how to access the SBC online.

The Group, on behalf of itself and any of its Subgroups, acknowledges and agrees as follows: (1) that it will provide the SBC to all active and eligible employees and their dependents who reside at another address (collectively "Employee"); (2) agrees to provide the SBC for all plan options available to the Employee; (3) agrees to provide the SBC in compliance with any instructions provided by BCBSNE; and (4) agrees to provide information to BCBSNE upon request to show compliance with this obligation.

The Group agrees to indemnify and hold BCBSNE harmless against any and all loss, damage, expenses, and penalties imposed by law with respect to the Group's failure to provide Employees with the SBC as agreed to herein.

Other Provisions:

BENEFITS DESIGNS - COVERAGE ELECTION

The Benefit Plan Design options described in the Application Forms or Schedule of Benefits Summaries.

Please indicate the Benefit Plan Design(s) requested by marking the applicable box(es) below, and complete the appropriate Attachment Form(s) or attach the Schedule of Benefits Summary(ies). **The applicable form(s) must be attached to this Application.**

- ☒ PPO Option (attach Schedule of Benefits Summary)
- ☐ HSA-QHDHP Option (attach Schedule of Benefits Summary)
- ☐ Rx Nebraska Prescription Drug Program - **App-Att-C**
- ☐ Dental Coverage
- ☐ Group Medicare Supplemental - Retirees Only - **App-Att-E**
- ☐ 4718A - Benefit Schedule Attachment
- ☒ Other Benefit Plan Design 1 PPO (SOB), Employer Contribution form, Endorsement Summary & Roll Listing

PROGRAMS AND SERVICES

Please Describe Other Programs and Services:

AUTHORIZED PLAN CONTACTS

The HIPAA Privacy Rules provide that the Group Health Plan (GHP) is a separate legal entity from the Employer/Plan Sponsor. In compliance with the HIPAA Privacy Rules, it is necessary to designate Authorized Plan Contacts for the GHP.

The GHP Primary Contact is indicated on page 1 of this Application. The GHP Primary Contact serves as BCBSNE's primary contact for the GHP, and may also designate additional Authorized Plan Contacts for the GHP. The GHP Primary Contact shall notify BCBSNE of any additions or deletions to the following list, by noting changes/additions below.

We will automatically include your GHP's Agent of Record as one of your Authorized Plan Contacts. If you choose not to have the GHP's Agent of Record authorized to receive this information, please check here: ☐

In addition, the following individuals may be given access to our GHP information received from BCBSNE in accordance to the requirements set forth within the HIPAA Privacy Rules.

Authorized Plan Contacts:

Please select all that apply: New ☐ Delete ☐

☐ Billing Contact ☐ Decision Maker

Name: _____

Email: _____

Title: _____

Phone: _____

Please select all that apply: New ☐ Delete ☐

☐ Billing Contact ☐ Decision Maker

Name: _____

Email: _____

Title: _____

Phone: _____

Please select all that apply: New ☐ Delete ☐

☐ Billing Contact ☐ Decision Maker

Name: _____

Email: _____

Title: _____

Phone: _____

BCBSNE will not release protected health information (PHI) to fully insured groups, except as specifically agreed in writing by BCBSNE the GHP, and Employer/Plan Sponsor. When there is a written agreement, all disclosure of PHI from BCBSNE shall be made to the GHP, or an Authorized Plan Contact.

APPLICANT CERTIFICATION AND SIGNATURE

I have read and understand the provisions of this Application for a Master Group Contract and certify that all information herein is true and accurate and agree to the provisions specified. I understand that if any of the information on this Application is in conflict with the proposal, BCBSNE reserves the right to recalculate and change the rates previously proposed, or to decline coverage. I understand the possible effect of canceling our current group plan coverage or administrative services prior to receiving final approval from BCBSNE.

The Group/Plan Administrator, on behalf or itself and any subgroups, acknowledges and agrees that it is responsible to provide notice of benefit, coverage or plan changes to enrolled employees, including persons on continuation coverage, prior to the effective date of such change(s).

By signing this Application, I represent that I am authorized to obtain coverage on behalf of the Group Health Plan.

JAMES L. RISTON City Admin. 11-18-19
Printed Signature Title Date

[Signature]
Signature

AGENT CERTIFICATION:

I certify that I have verified the information in this Application for a Master Group Contract with the records of the Applicant and it is true and accurate to the best of my knowledge.

Michael R Williams Broker
Printed Signature Title Date

Signature

ACCEPTANCE BY BLUE CROSS AND BLUE SHIELD OF NEBRASKA:

☐ This Master Group Application is accepted.

☐ This Master Group Application is accepted with the following changes: _____

Signature (BCBSNE)

Title

Date

The noted changes in this Part are acceptable.

Signature of Applicant

Date

Retain a signed copy and return the original to Blue Cross and Blue Shield of Nebraska.

FOR OFFICIAL USE ONLY									
Contract No.	Health		Dental		Med. Supp.				
Endorsements:									



**BlueCross BlueShield
of Nebraska**

An Independent Licensee of the Blue Cross and Blue Shield Association

**MASTER GROUP APPLICATION
01/01/2020 Sub Account Listing**

City of Bellevue 101936

Account Number	Sub Account Number	Sub Account Name
101936	Top Account	City of Bellevue
101936	001	City of Bellevue
101936	002	City of Bellevue-RETIREE
101936	003	City of Bellevue-COBRA

Sub Account Addition/Deletion		
Account Number	Sub Account Number	Sub Account Name

Break Out Code	
Code	Description

Blue Cross and Blue Shield of Nebraska

Endorsement Summary

Group/Account Name: City of Bellevue Effective Date: 1/1/2020

Market Affiliation Code: 0898 Group/Account Number(s): 101936

Roll/Sub Account Number(s): ALL

Medical Contract No.: 96-067 I (01/2020)

Dental Contract No.: N/A

Medical Networks (select all that apply):

- ☒ Network Blue
- ☐ Premier Select BlueChoice
- ☐ Blueprint Health

This form is intended to identify those endorsements that amend the Master Group Contract of the group coverage described above and should be considered a part of the Master Group Application.

Endorsement #	Title	Applicable Group/Account / Roll Number/Sub Account Number / Option Number/Name	Medical	HDHP	Dental

Please note, additional endorsements may be added as required for legal and/or contractual purposes.
You will be notified of any additions after the Master Group Application processing is completed.

Miscellaneous Notes

Medical	Medical structured option 13 \$3,000 Deductible PPO with non-standard ER Copay RX Option 1 \$3,000 PPPO Plan has an update to the mental health benefit.
Dental	
Other	Other Eligibility Provisions: In the event that an employee suffers a death or disability in the line of duty as a direct result of the performance of his or her duties on behalf of the City, the spouse of said employee and/or any dependents of employee below the age of 26 years may maintain group health coverage through the City of Bellevue under the provisions of this article upon the payment of the appropriate premiums for family coverage and said spouse and/or dependents will continue to be eligible under the plan of benefits offered to active employees during the



	<p>period that the spouse and/or dependents remain eligible for coverage. IN the event that the spouse obtains coverage or is eligible for coverage through Medicare/Medicaid or through another group health coverage plan as a result of employment, eligibility for benefits under the line of duty death coverage listed herein shall be terminated. Eligibility for benefits under the line of duty death coverage shall also term upon the event of remarriage by the spouse.” Retiree Guidelines: Over 55 and presently taking insurance while active employee, retired from City: 1st 24 months at employee contribution rate and 50% of premium thereafter until Medicare eligible.</p>
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Section 125 amount funded and the applicable option:

Employer funds down total out-of-pocket of \$1000 Single/\$2000 Family.

City of Bellevue
Group Health Benefits and Rate Comparison
Effective January 1, 2020



Date prepared: October 30, 2019

 The Harry A. Koch Co. Insurance & Financial Consultants <small>Member of First Insurance Group, LLC</small>		 BlueCross BlueShield of Nebraska	
AM Best Carrier Rating		A-	
Network		Network Blue	
BENEFIT SUMMARY		In-Network	Out-of-Network
Deductible			
Single		\$250	\$6,000
Family		\$500	\$12,000
Office Visit Copay			
Physician (PCP)		\$30 Copay	Deductible & Coinsurance
Specialist		\$45 Copay	Deductible & Coinsurance
Hospital Visit		Deductible & Coinsurance	Deductible & Coinsurance
Co-Insurance		50%	50%
Out-of-Pocket (Includes Ded.)			
Single		\$1,000	\$8,000
Family		\$2,000	\$16,000
Maximum Benefit		Unlimited	
Prescription Drug			
Deductible			
Generic		\$10 Copay	In-Network + 25%
Formulary		\$30 Copay	In-Network + 25%
Non-Formulary		\$50 Copay	In-Network + 25%
Specialty		\$100 Copay	Not Covered
Mail Order		90 Day Supply	
Routine Care			
Adult Physicals		100% Covered	
Preventive Care		100% Covered	
Short-Term Therapies		Visit Limitations May Apply	
Spinal Manipulation (Chiropractic)		Deductible & Coinsurance	Deductible & Coinsurance
Physical, Speech, Occupational		Deductible & Coinsurance	Deductible & Coinsurance
Cardiac/Pulmonary Rehabilitation		Deductible & Coinsurance	Deductible & Coinsurance
Mental Health / Substance Abuse		Prior Authorization Required	
Outpatient		100% Covered	Deductible & Coinsurance
Office Visit		Deductible & Coinsurance	Deductible & Coinsurance
Other Services		Deductible & Coinsurance	Deductible & Coinsurance
Inpatient			
Emergency Care		\$100 Copay	In -Network Benefit
Urgent Care		\$50 Copay	Deductible & Coinsurance
Maternity		Deductible & Coinsurance	Deductible & Coinsurance
Rate Guarantee		Deductible & Coinsurance	Deductible & Coinsurance
RATE SUMMARY W/ PSF FUNDING		2020 PSF Plan	
		Count	
			Current
			Renewal
Employee	97	\$814.39	\$814.39
Employee/Spouse	36	\$1,654.45	\$1,654.45
Employee/Child(ren)	31	\$1,440.64	\$1,440.64
Family	100	\$2,351.96	\$2,351.96
			\$0.00
Monthly Premium		\$418,411.87	\$418,411.87
Annual Premium		\$5,020,942.44	\$5,020,942.44
Percentage Change from Current			0%

This is a partial summary of the major benefits and an estimate of premium based upon information currently available. Actual policy provisions and final premium may vary.

City of Bellevue
Group Dental Renewal
Effective January 1, 2020

Date Prepared: September 30, 2019

			
AM Best Carrier Rating		A+	
BENEFITS		Current Benefits	
Class A - PREVENTIVE & DIAGNOSTIC		Exams, Cleanings, Fluoride, Bitewing X-Rays, Full Mouth X-Rays, Space Maintainers, Sealants	
Class B - BASIC		Periodontal Maintenance, Emergency Palliative Treatment, Periodontal Root Planing & Scaling, Periodontal Surgery, Amalgam & Composite Fillings, Simple Extractions, Root Canal, Surgical Extractions, Crown Repair	
Class C - MAJOR & RESTORATIVE		Crowns, Inlays, Outlays, Dentures, Bridges, General Anesthesia, Implants	
Class D - ORTHODONTIA			
DEDUCTIBLE (Calendar Year)		In-Network	Out-of-Network
Individual		\$25	\$50
Family		\$75	\$150
Waived for Preventive (Yes or No)			
PERCENTAGE		In-Network	Out-of-Network
Class A		100%	80%
Class B		80%	60%
Class C		60%	50%
Class D		50%	50%
MAXIMUMS		In-Network	Out-of-Network
Classes A, B & C combined (annual)		\$1,500	\$1,000
Class D (lifetime maximum)		\$1,500	\$1,500
WAITING PERIODS			
Major/Orthodontia:		None	
Late Entrant:		Yes	
USUAL & CUSTOMARY		In-Network	Out-of-Network
		90th U & C	
ER Contribution			
Rate Guaranteee		12 months	
RATE SUMMARY		Current	Renewal
Employee	Count 143	\$31.13	\$32.69
Employee + Spouse			
Employee + Child			
Family	151	\$83.41	\$87.58
Total Monthly Premium		\$17,046.50	\$17,899.25
Total Annual Premium		\$204,558.00	\$214,791.00
Percentage Change from Current		5.00%	

This is a partial summary of the major benefits and an estimate of premium based upon the information currently available.



SMD

Actual policy provisions and final premiums may vary.

9901




City of Bellevue
Vision Renewal
Effective January 1, 2020

Date prepared: September 30, 2019

			
AM Best Carrier Rating		A+	
Benefits		In-Network	Out-of-Network
Deductible/Copay		\$25 Copay	N/A
Eye Exam		\$10 Copay	Covered up to \$45
Standard Plastic Lenses			
Single		Covered After Copay	\$30 Allowance
Bifocal		Covered After Copay	\$50 Allowance
Trifocal		Covered After Copay	\$65 Allowance
Lenticular Lens		Covered After Copay	\$100 Allowance
Frames		\$130 Allowance	\$70 Allowance
Contact Lenses			
Necessary		Covered in Full	\$210 Allowance
Elective		\$130 Allowance	\$105 Allowance
Fitting Evaluation		Covered in Full Not to Exceed \$60	Applied to Allowance for Lenses
Frequency			
Examination			12
Frame			12
Lenses			24
Rate Guarantee		24 Months	
RATES		Current	Renewal
Employee	55	\$7.15	\$7.15
Employee + Spouse	24	\$14.32	\$14.32
Employee + Child(ren)	11	\$12.12	\$12.12
Family	41	\$19.98	\$19.98
Monthly Premium		\$1,689.43	\$1,689.43
Annual Premium		\$20,273.16	\$20,273.16
Percentage Change from Current			0.00%



City of Bellevue
Life Renewal
Effective January 1, 2020

Date prepared: September 30, 2019

		
AM Best Carrier Rating	A+	A+
	Current Benefits	Current Benefits
Eligibility/Classes	Class 1 All Full Time Public Safety	Class 2 All Other Full Time EE's
Basic Life/AD&D Amount	Flat \$52,000	1 X Pay Plus \$7,000 to \$100,000
Definition of Earnings	W2	W2
Maximum Benefit	\$52,000	\$100,000
Guarantee Issue	\$52,000	\$100,000
Participation	100%	100%
Reduction Schedule	At Age: Benefits Reduce To: 70 35% 75 55% 80 70%	At Age: Benefits Reduce To: 70 35% 75 55% 80 70%
Premium Waiver	Yes	Yes
Accelerated Benefit	Yes	Yes
Conversion	Included	Included
AD&D Exclusions	<p><i>physical or mental illness or infirmity, or the diagnosis or treatment of such illness or infirmity; infection, other than infection occurring in an external accidental wound; suicide or attempted suicide; intentionally self-inflicted injury; service in the armed forces of any country or international authority; any accident related to; travel in an aircraft as a pilot, crew member, flight student or acting in any capacity other than passenger / travel in aircraft for purpose of parachuting or otherwise exiting such aircraft while in flight / parachuting or otherwise exiting from an aircraft which such aircraft is in flight except for self preservation / travel in aircraft for experimental purposes; committing or attempting to commit a felony; Voluntary intake of use by any means of any drug, medication or sedative, unless it is; taken or prescribed by a Physician or an "over the counter" / alcohol in combinations with any drug, medication, or sedative / poison, gas, or fumes; war, whether declared or undeclared, or act of war, insurrection, rebellion, riot; driving vehicle while intoxicated as defined by the laws of the jurisdiction in which the vehicle or other device was being operated</i></p>	
Waive Actively At Work	Applies	Applies
RATE GUARANTEE	24 Months	24 Months
Rate Summary	Current Renewal	Current Renewal
Basic Life		
Volume	\$16,477,950	\$16,477,950
Lives		
Life Rate per \$1,000	0.123	0.123
AD&D Rate per \$1,000	0.034	0.034
Combined Rate per \$1,000	\$0.16	\$0.16
Monthly Premium	\$2,587.04	\$2,587.04
Annual Premium	\$31,044.46	\$31,044.46
Percentage Change from Current	0.00%	0.00%




City of Bellevue
Voluntary Life Renewal
Effective January 1, 2020

Date prepared: September 30, 2019

 <div>The Harry A. Koch Co. Insurance & Financial Consultants <small>Member of First Insurance Group, LLC</small></div>	 <div>MetLife</div>	
AM Best Carrier Rating	A+	
BENEFITS	Current Benefits	
Life Amounts		
Employee Maximum	5X Salary \$500,000	
Minimum	\$10,000	
Spouse Maximum Minimum	\$75,000 \$5,000	
Child Birth to 14 days Age 14 days to 6 mos 6 months or older	\$0 \$1,000 \$10,000	
Premium Waiver	Yes	
Guaranteed Issue Employee Spouse Children	\$125,000 \$30,000 \$10,000	
Conversion	Yes	
Portability	Yes	
Exclusions	Suicide or Attempted Suicide; Intentionally Self-inflicted injury; service in the armed forces; Committing or attempting to commit a felony	
AD&D		
Participation		
Eligibility	Full Time Employees	
Rate Guarantee	24 Months	
Life Rate per \$1,000		
Age	Current	Renewal
Less than 30	\$0.070	\$0.070
30-34	\$0.080	\$0.080
35-39	\$0.100	\$0.100
40-44	\$0.135	\$0.135
45-49	\$0.185	\$0.185
50-54	\$0.265	\$0.265
55-59	\$0.465	\$0.465
60-64	\$0.695	\$0.695
65-69	\$1.305	\$1.305
70-74	\$2.095	\$2.095
75-99	\$2.095	\$2.095
Child Rate per \$1,000	\$0.800	\$0.800
AD&D Rate per \$1,000	\$0.035	\$0.035

City of Bellevue
Long Term Disability Renewal
Effective January 1, 2020

Date prepared: September 30, 2019

 <p>The Harry A. Koch Co. Insurance & Financial Consultants <small>Member of First Insurance Group, LLC</small></p>	 <p>MetLife</p>	 <p>MetLife</p>
AM Best Carrier Rating	A+	
BENEFITS	Current Benefits	
Definition of Disability	Own Occupation 24 Months	
Definition of Earnings	W2	
Eligibility	Class 1 All Other Full Time EE's	
Partial/Residual Benefit	60%	
Percentage	\$10,000	
Maximum	\$50	
Minimum	180 Days	
Elimination	Normal Retirement Age	
Duration	Family Social Security	
Social Security Offset	Yes	
Cost of Living Freeze	3 \ 12	
Pre-existing Condition Limitation	Work Incentive	
Mandatory Rehabilitation		
Exclusions	<i>War, whether declared or undeclared, or act of war, insurrection, rebellion, or terrorist act; Active participation in a riot; Intentionally Self-inflicted injury; Attempted suicide; or Commission of or attempt to commit a felony</i>	
Mental/Nervous	24 Months	
Alcohol/Drug	24 Months	
Self Reported Symptom Limitation	No Limitation	
Survivor Benefit	Yes	
Premium Waiver	Yes	
Work Incentive	Yes	
Participation	100%	
Contributions	Employer Paid	
RATE GUARANTEE	24 Months	
Rate Summary		
No. of Participants	Current	Renewal
Covered Monthly Earnings	\$1,473,148.33	\$1,473,148.33
Rate per \$100	\$0.27	\$0.27
Monthly Premium	\$3,977.50	\$3,977.50
Annual Premium	\$47,730.01	\$47,730.01
Percentage Change from Current	0.00%	

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16j.
12/17/19

COUNCIL MEETING DATE:	SUBMITTED BY: Legal	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	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 <input checked="" type="checkbox"/>

SUBJECT:

Motion to Reconsider requested by Councilwoman Kathy Welch.

SYNOPSIS/BACKGROUND:

Motion to Reconsider amendments to Ordinance No. 3978 and Ordinance No. 3978 as it pertains to removing the "removal" from office language throughout such ordinance.

FISCAL IMPACT: 0.00 BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: NO	COUNTER-PARTY:	INTERLOCAL AGREEMENT: NO	
CONTRACT DESCRIPTION:			
CONTRACT EFFECTIVE DATE:	CONTRACT TERM:	CONTRACT END DATE:	
PROJECT NAME:			
START DATE:	END DATE:	PAYMENT DATE:	INSURANCE REQUIRED: NO
CIP PROJECT NAME:	CIP PROJECT NAME:		
STREET DISTRICT NAME (S):	STREET DISTRICT NUMBER (S):		
ACCOUNTING DISTRIBUTION CODE:	ACCOUNT NUMBER:		

RECOMMENDATION:

To approve the Motion to Reconsider and to re-vote regarding amendments to Ordinance No. 3978 & Ordinance No. 3978 as it pertains to removing the "removal" from office language throughout such ordinance.

ATTACHMENTS:

1. 11d. 12/3/19 Ordinance 3978	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:




**CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET**

**11d.
12/3/19**

COUNCIL MEETING DATE: 11/05/2019		SUBMITTED BY: Legal	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input checked="" type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Add section 2-208 to the City Code pertaining to conduct.

SYNOPSIS/BACKGROUND:

There are several codes that require to be updated. Pursuant to Section 16-217 & 35-568(3) of the Neb. Rev. Stats. allows for an ordinance for removal of elected officials for misconduct. It is the request that Article IV, Chapter 2, of the Bellevue City Code be amended by adding a new section 2-208 regarding removal of elected officials for misconduct.

FISCAL IMPACT: 0.00 BUDGETED FUNDS? NO GRANT/MATCHING FUNDS? NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT? NO	COUNTER-PARTY:	INTERLOCAL AGREEMENT: NO
CONTRACT DESCRIPTION:		
CONTRACT EFFECTIVE DATE:	CONTRACT TERM:	CONTRACT END DATE:
PROJECT NAME:		
START DATE:	END DATE:	PAYMENT DATE: INSURANCE REQUIRED: NO
CIP PROJECT NAME:	CIP PROJECT NAME:	
STREET DISTRICT NAME (S):	STREET DISTRICT NUMBER (S):	
ACCOUNTING DISTRIBUTION CODE:	ACCOUNT NUMBER:	

RECOMMENDATION:

To approve an ordinance to amend Article IV, Chapter 2, of the Bellevue City Code by adding a new section 2-208 regarding removal of elected officials for misconduct.

ATTACHMENTS:

1. Red-lined-Ord 3978	2. Clean-Ord 3978	3. Amended-Ord. 3978
4. Clean-Amended-Ord. 3978	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. Bree Robbins
[Signature]
[Signature]

REVISED 11.25.19

ORDINANCE NO. 3978

AN ORDINANCE TO AMEND ARTICLE IV, CHAPTER 2, OF THE BELLEVUE MUNICIPAL CODE BY ADDING A NEW SECTION 2-208 REGARDING REMOVAL OF AN ELECTED OFFICIAL FOR MISCONDUCT AND OTHER SANCTIONS **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 2-208 of Chapter 2, Article IV of the Bellevue Municipal Code is hereby added to read as follows:

Sec. 2-208. Removal of Elected Official for Misconduct.

Any member of the Bellevue City Council or the Mayor (hereinafter referred to as "elected official") of the City of Bellevue may be removed from office for misconduct or receive other sanctions as outlined herein. Misconduct has been outlined in Policy Resolution 35; however, said misconduct is not an exhaustive list of misconduct and other misconduct may be identified pursuant to City Code or State Law. Sanctions, including removal from office for misconduct, shall be initiated as follows:

- a. Upon the filing of written charges **that must be 1) signed and verified (in front of a notary public) by the person(s) making the claim(s), and 2) provided to the City Clerk within sixty (60) days of the alleged incident, 3) if the written charge is filed by a citizen, the citizen must be a resident of Bellevue and must list their home address in the written charge. If the written charge is filed by an individual or entity conducting business with the City, the individual or entity must list their business address in the written charge and include a statement of the business conducted with the City. If the written charge is filed by an employee, staff member, elected official, or any individual in the administration for the City of Bellevue, the written charge must include a statement of their position with the City, and 4) must provide a detailed statement of the misconduct alleged. The City Clerk shall then provide a copy of the written charges to the City Administrator and copy all elected officials.**
 - i. The City Administrator, after receiving the written charges from the City Clerk will review the written charge to ensure that the requirements in section (a) above are met. ~~1) it was timely filed, 2) that the written charge was signed and verified, 3) that if it was filed by a citizen that their home address is listed in the written charge and that they are a resident of Bellevue, and 4) that the written charges specifically identify misconduct.~~

- ii. If after review the requirements in a(i) are not met, the matter will be administratively closed by the City Administrator and said closure will be documented and kept in the City Clerk's office and the individual filing the written charge will be notified by mail (if mailing address was listed) by the City Clerk, or by email if the individual has a city issued email address. All elected officials will be notified of this action. If any elected official contests the closure of the written charge ~~complaint~~, they may have a Resolution created as outlined in a(iii) and the Resolution shall be set for the next regularly scheduled City Council meeting.
- iii. If after review, the requirements in a(i) are met, the City Administrator shall have a Resolution created for the next regularly scheduled City Council meeting. The Resolution shall set a time and place for hearing on the written charges and shall attach the written charges to the Resolution as Exhibit "A". The Resolution shall be placed on the next regularly scheduled meeting for council consideration. At said council meeting, the council shall decide by majority vote whether the written charge shall move forward for a formal hearing before the Council or whether it should be dismissed. The accused elected official shall abstain from the vote. If the Council votes to approve the Resolution, the written charge shall be set for hearing not less than seven (7) days nor more than forty-five (45) days subsequent to the passage of the Resolution. Said hearing may be set for special hearing. If the Council does not approve the Resolution, the matter will be deemed dismissed and the City Clerk will notify the individual filing the written charge via mail (if mailing address was listed).
- iv. If the City Council approves the Resolution and sets the matter for hearing, the City Clerk shall notify the individual who filed the written charges of the time and place of said hearing by mailing notification to them at the address stated in their written charges, or if the charges were filed by a city official, employee, other elected official, or city staff, notice may be sent via e-mail. The City Clerk shall also email the approved Resolution to the accused elected official and notify him or her of the date and time of the scheduled hearing.
- v. If the matter is set for hearing, the elected official whose conduct shall have been called into question shall have the right to be present to interrogate witnesses, to be represented by counsel at his or her cost, and either in person or by counsel make a statement or argument to the council regarding the allegations made against him or her. The individual(s) bringing forth the alleged misconduct shall be present at the hearing in order for the hearing to proceed. The accused, either personally or through counsel if represented, shall have the right to confront and cross-examine their accuser. All hearings will be recorded via audio recording.

- vi. The city attorney shall act as prosecuting attorney and shall have the right to examine or cross examine each witness presented, or call witnesses, and to make any statement or argument to the council. If the city attorney is the one bringing the written charge, the city shall contract another attorney to be the acting city attorney for the purposes of this hearing.
- vii. The hearing shall be limited to the charges as outlined in the written charge only.
- viii. If the hearing is not concluded prior to 10:00 p.m., the council may, by motion to continue and majority vote, end the hearing and re-schedule the hearing for the next regularly scheduled meeting or special meeting and shall publish the same in accordance with the rules and regulations for setting such hearings.
- ix. If upon such hearing, the council shall by a majority vote (with the exception of the elected official who is charged with the misconduct) find or determine that the elected official in question is guilty of misconduct, the city council may then determine the appropriate sanction to be applied.
- x. The sanction to be applied shall be made by motion, and voted upon in a separate motion apart from the finding(s), and shall be agreed upon by a majority vote (with the exception of the elected official who is charged with the misconduct). If removal from office is the sanction proposed, the vote shall be unanimous (with the exception of the elected official who is charged with the misconduct). The determination after hearing and any sanction applied shall be made during an open meeting on the record and shall be memorialized in writing by a Resolution. The City Council is committed to following a model of progressive sanctions for allegations of misconduct. When deemed appropriate the City Attorney shall disclose any prior sanctions. The following sanctions may be imposed by the City Council if there is a finding that the elected official in question is guilty of misconduct as charged.
 - a. Written reprimand – This sanction would include a written letter outlining the misconduct violation, date of occurrence, and that the elected official was counseled on said matter. A written reprimand may be administered by the City Council after hearing. A copy of the written reprimand will be provided to the accused elected official and to all other members of the council and the Mayor. A written reprimand should be used as a corrective step or warning to the elected official for specific misconduct allegations that are not severe in nature but that are violations of City Code or this policy.

- b. **Public reprimand** – This sanction would include a verbal admonishment during an open meeting of the City Council and would outline the reason for the reprimand. A public reprimand may only be administered by the City Council after a hearing. The date, time, and nature of said public reprimand will be memorialized in writing. A public reprimand should be used for corrective action if prior written reprimands were not effective or when the severity of the misconduct warrants a public admonishment due to the nature of the complaint.
- c. **Removal from committee assignment(s) and/or Loss of Seniority** – This sanction would include a finding after a hearing that the elected official's behavior warrants action greater than a written reprimand or public reprimand and that due to the elected official's behavior he or she should be removed from specific committee(s) or lose seniority within the council. The removal from a committee or loss of seniority may only be administered by the City Council after hearing. The date, time and sanction outlined herein will be memorialized in writing. Removal from a committee or committees and loss of seniority should be used if the misconduct would lose public trust or council trust for the elected official to remain on the committee or keep the seniority position, if the misconduct impacts the operations of the committee, the offense was committed during a committee meeting, or the offense was directed toward another committee member or member addressing that committee.
- d. **Removal from Office** – This sanction should not be imposed unless progressive sanctions were previously implemented or when the elected official's misconduct is determined to be severe or egregious. This sanction would include a finding after hearing that the elected official's behavior warrants removal from office and that due to the elected official's behavior, he or she should be removed from office. This sanction may only be administered by the City Council after hearing as outlined in City Code 2-208 and a unanimous vote on the matter. The date, time, and findings will be memorialized in writing. Removal from office should be used if the misconduct is so severe or egregious that it loses the public's trust or council's trust in the elected official's ability to continue ~~continuing~~ serving the City of Bellevue in their current capacity or when the elected official's misconduct has already been addressed through progressive sanctions, but continues to be repeated.

- xi. If the council votes to remove the charged elected official from office, the office shall be declared vacant and such office shall be vacant forthwith.
- xii. If there is a vacancy on the city council or a vacancy of the Mayor, such vacancy shall be filled pursuant to Neb. Rev. Stat. § 35-568(3).

Section 2. This Ordinance shall take effect and be in full force fifteen (15) days after it is passed and signed by the Mayor.

(State law reference: Neb. Rev. Stat. 16-217, 35-568(3))

ADOPTED by the Mayor and City Council this ____ day of _____, 2019.

ATTEST:

Mayor, Rusty Hike

City Clerk

First Reading: _____

Second Reading: _____

Third Reading: _____

APPROVED AS TO FORM:

City Attorney

REVISED 11.25.19 (Clean Copy)

ORDINANCE NO. 3978

AN ORDINANCE TO AMEND ARTICLE IV, CHAPTER 2, OF THE BELLEVUE MUNICIPAL CODE BY ADDING A NEW SECTION 2-208 REGARDING REMOVAL OF AN ELECTED OFFICIAL FOR MISCONDUCT AND OTHER SANCTIONS 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 2-208 of Chapter 2, Article IV of the Bellevue Municipal Code is hereby added to read as follows:

Sec. 2-208. Removal of Elected Official for Misconduct.

Any member of the Bellevue City Council or the Mayor (hereinafter referred to as "elected official") of the City of Bellevue may be removed from office for misconduct or receive other sanctions as outlined herein. Misconduct has been outlined in Policy Resolution 35; however, said misconduct is not an exhaustive list of misconduct and other misconduct may be identified pursuant to City Code or State Law. Sanctions, including removal from office for misconduct, shall be initiated as follows:

- a. Upon the filing of written charges that must be 1) signed and verified (in front of a notary public) by the person(s) making the claim(s), 2) provided to the City Clerk within sixty (60) days of the alleged incident, 3) if the written charge is filed by a citizen, the citizen must be a resident of Bellevue and must list their home address in the written charge. If the written charge is filed by an individual or entity conducting business with the City, the individual or entity must list their business address in the written charge and include a statement of the business conducted with the City. If the written charge is filed by an employee, staff member, elected official, or any individual in the administration for the City of Bellevue, the written charge must include a statement of their position with the City, and 4) must provide a detailed statement of the misconduct alleged. The City Clerk shall then provide a copy of the written charges to the City Administrator and copy all elected officials.
 - i. The City Administrator, after receiving the written charges from the City Clerk will review the written charge to ensure that the requirements in section (a) above are met.

- ii. If after review the requirements in a(i) are not met, the matter will be administratively closed by the City Administrator and said closure will be documented and kept in the City Clerk's office and the individual filing the written charge will be notified by mail (if mailing address was listed) by the City Clerk, or by email if the individual has a city issued email address. All elected officials will be notified of this action. If any elected official contests the closure of the written charge, they may have a Resolution created as outlined in a(iii) and the Resolution shall be set for the next regularly scheduled City Council meeting.
- iii. If after review, the requirements in a(i) are met, the City Administrator shall have a Resolution created for the next regularly scheduled City Council meeting. The Resolution shall set a time and place for hearing on the written charges and shall attach the written charges to the Resolution as Exhibit "A". The Resolution shall be placed on the next regularly scheduled meeting for council consideration. At said council meeting, the council shall decide by majority vote whether the written charge shall move forward for a formal hearing before the Council or whether it should be dismissed. The accused elected official shall abstain from the vote. If the Council votes to approve the Resolution, the written charge shall be set for hearing not less than seven (7) days nor more than forty-five (45) days subsequent to the passage of the Resolution. Said hearing may be set for special hearing. If the Council does not approve the Resolution, the matter will be deemed dismissed and the City Clerk will notify the individual filing the written charge via mail (if mailing address was listed).
- iv. If the City Council approves the Resolution and sets the matter for hearing, the City Clerk shall notify the individual who filed the written charges of the time and place of said hearing by mailing notification to them at the address stated in their written charges, or if the charges were filed by a city official, employee, other elected official, or city staff, notice may be sent via e-mail. The City Clerk shall also email the approved Resolution to the accused elected official and notify him or her of the date and time of the scheduled hearing.
- v. If the matter is set for hearing, the elected official whose conduct shall have been called into question shall have the right to be present to interrogate witnesses, to be represented by counsel at his or her cost, and either in person or by counsel make a statement or argument to the council regarding the allegations made against him or her. The individual(s) bringing forth the alleged misconduct shall be present at the hearing in order for the hearing to proceed. The accused, either personally or through counsel if represented, shall have the right to confront and cross-examine their accuser. All hearings will be recorded via audio recording.

- vi. The city attorney shall act as prosecuting attorney and shall have the right to examine or cross examine each witness presented, or call witnesses, and to make any statement or argument to the council. If the city attorney is the one bringing the written charge, the city shall contract another attorney to be the acting city attorney for the purposes of this hearing.
- vii. The hearing shall be limited to the charges as outlined in the written charge only.
- viii. If the hearing is not concluded prior to 10:00 p.m., the council may, by motion to continue and majority vote, end the hearing and re-schedule the hearing for the next regularly scheduled meeting or special meeting and shall publish the same in accordance with the rules and regulations for setting such hearings.
- ix. If upon such hearing, the council shall by a majority vote (with the exception of the elected official who is charged with the misconduct) find or determine that the elected official in question is guilty of misconduct, the city council may then determine the appropriate sanction to be applied.
- x. The sanction to be applied shall be made by motion, voted upon in a separate motion apart from the finding(s), and be agreed upon by a majority vote (with the exception of the elected official who is charged with the misconduct). If removal from office is the sanction proposed, the vote shall be unanimous (with the exception of the elected official who is charged with the misconduct). The determination after hearing and any sanction applied shall be made during an open meeting on the record and shall be memorialized in writing by a Resolution. The City Council is committed to following a model of progressive sanctions for allegations of misconduct. When deemed appropriate the City Attorney shall disclose any prior sanctions. The following sanctions may be imposed by the City Council if there is a finding that the elected official in question is guilty of misconduct as charged.
 - a. Written reprimand – This sanction would include a written letter outlining the misconduct violation, date of occurrence, and that the elected official was counseled on said matter. A written reprimand may be administered by the City Council after hearing. A copy of the written reprimand will be provided to the accused elected official and to all other members of the council and the Mayor. A written reprimand should be used as a corrective step or warning to the elected official for specific misconduct allegations that are not severe in nature but that are violations of City Code or this policy.

- b. Public reprimand – This sanction would include a verbal admonishment during an open meeting of the City Council and would outline the reason for the reprimand. A public reprimand may only be administered by the City Council after a hearing. The date, time, and nature of said public reprimand will be memorialized in writing. A public reprimand should be used for corrective action if prior written reprimands were not effective or when the severity of the misconduct warrants a public admonishment due to the nature of the complaint.
- c. Removal from committee assignment(s) and/or Loss of Seniority – This sanction would include a finding after a hearing that the elected official's behavior warrants action greater than a written reprimand or public reprimand and that due to the elected official's behavior he or she should be removed from specific committee(s) or lose seniority within the council. The removal from a committee or loss of seniority may only be administered by the City Council after hearing. The date, time and sanction outlined herein will be memorialized in writing. Removal from a committee or committees and loss of seniority should be used if the misconduct would lose public trust or council trust for the elected official to remain on the committee or keep the seniority position, if the misconduct impacts the operations of the committee, the offense was committed during a committee meeting, or the offense was directed toward another committee member or member addressing that committee.
- d. Removal from Office – This sanction should not be imposed unless progressive sanctions were previously implemented or when the elected official's misconduct is determined to be severe or egregious. This sanction would include a finding after hearing that the elected official's behavior warrants removal from office and that due to the elected official's behavior, he or she should be removed from office. This sanction may only be administered by the City Council after hearing as outlined in City Code 2-208 and a unanimous vote on the matter. The date, time, and findings will be memorialized in writing. Removal from office should be used if the misconduct is so severe or egregious that it loses the public's trust or council's trust in the elected official's ability to continue serving the City of Bellevue in their current capacity or when the elected official's misconduct has already been addressed through progressive sanctions, but continues to be repeated.

- xi. If the council votes to remove the charged elected official from office, the office shall be declared vacant and such office shall be vacant forthwith.
- xii. If there is a vacancy on the city council or a vacancy of the Mayor, such vacancy shall be filled pursuant to Neb. Rev. Stat. § 35-568(3).

Section 2. This Ordinance shall take effect and be in full force fifteen (15) days after it is passed and signed by the Mayor.

(State law reference: Neb. Rev. Stat. 16-217, 35-568(3))

ADOPTED by the Mayor and City Council this ____ day of _____, 2019.

ATTEST:

Mayor, Rusty Hike

City Clerk

First Reading: _____

Second Reading: _____

Third Reading: _____

APPROVED AS TO FORM:

City Attorney

REVISED 11.14.19

ORDINANCE NO. 3978

AN ORDINANCE TO AMEND ARTICLE IV, CHAPTER 2, OF THE BELLEVUE MUNICIPAL CODE BY ADDING A NEW SECTION 2-208 REGARDING REMOVAL OF ~~AN~~ ELECTED OFFICIAL FOR MISCONDUCT AND ~~OTHER SANCTIONS~~ 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 2-208 of Chapter 2, Article IV of the Bellevue Municipal Code is hereby added to read as follows:

Sec. 2-208. Removal of Elected Official for Misconduct.

~~Any member of the Bellevue City Council or the Mayor (hereinafter referred to as "elected official") elected-official~~ of the City may be removed from office for misconduct ~~or receive other sanctions as outlined herein~~. Misconduct has been outlined in Policy Resolution 35, however said misconduct is not an exhaustive list of misconduct ~~and other misconduct may be identified pursuant to City Code or State Law~~. Sanctions, including removal from office for misconduct, shall be ~~Removal from office for misconduct may be~~ initiated as follows:

- a. Upon the filing of written charges signed and verified (in front of a notary public) by the person(s) making the claim(s) and provided to the City Clerk within sixty (60) days of the alleged incident. If the written charge is filed by a citizen, the citizen must be a resident of Bellevue and must list their home address in the written charge. The City Clerk shall then provide a copy of the written charges to the City Administrator ~~and copy all elected officials~~.
 - i. The City Administrator, after receiving the written charges from the City Clerk will review the written charge to ensure that 1) it was timely filed, 2) that the written charge was signed and verified, 3) that if it was filed by a citizen that their home address is listed in the written charge and that they are a resident of Bellevue, and 4) that the written charges specifically identify misconduct. ~~as outlined in Policy Resolution 35.~~
 - ii. If after review ~~the these~~ requirements in a(i) are not met, the matter will be administratively closed by the City Administrator and said closure will be documented and kept in the City Clerk's office and the individual filing the written charge will be notified by mail (if mailing address was listed) by the City Clerk. ~~All elected officials will be notified of this action. If any elected official contests the closure of the complaint, they may have a Resolution created as outlined in a(iii)~~

and the Resolution shall be set for the next regularly scheduled City Council meeting.

- iii. **If after review, the ~~these~~ requirements in a(i) are met the City Administrator will** ~~review the file of the council member or Mayor who is charged with the misconduct to determine the history, consider progressive sanctions, and determine the severity of said written charge.~~ shall have a Resolution created for the next regularly scheduled City Council meeting. The Resolution shall set a time and place for hearing on the written charges and shall attach the written charges to the Resolution as Exhibit "A". The Resolution shall be placed on the next regularly scheduled meeting for council consideration. At said council meeting, the council shall decide by majority vote whether the written charge shall move forward for a formal hearing before the Council or whether it should be dismissed. The accused elected official shall abstain from the vote. If the Council votes to approve the Resolution, the written charge shall be set for hearing not less than seven (7) days nor more than forty-five (45) days subsequent to the passage of the Resolution. Said hearing may be set for special hearing. If the Council does not approve the Resolution, the matter will be deemed dismissed and the City Clerk will notify the individual filing the written charge via mail (if mailing address was listed).

~~If after review the City Administrator determines that only a written reprimand would be appropriate, the City Administrator will meet with the charged council member or Mayor, explain the charges, hear the council member or Mayor's position, and decide whether a written reprimand should be issued or whether no action should be taken. The decision of the City Administrator will be provided to the council member or Mayor and placed in the file of the charged member. All members of the City Council and the Mayor will be notified in writing if a written reprimand is placed in another member's file. The individual(s) filing the written charge will be notified in writing that the matter has been handled internally.~~

~~If after review the City Administrator feels said written charge could warrant a public reprimand, removal from a committee, loss in seniority, or removal from office, the City Administrator shall have a Resolution created for the next regularly scheduled City Council meeting. The Resolution shall set a time and place for hearing on the written charges and shall attach the written charges to the Resolution. The Resolution shall set the time for hearing on the charges not less than five (5) days nor more than fourteen (14) days subsequent to the passage of such Resolution. The City Clerk shall notify the individual who filed the written charges of the time and place of said hearing by mailing notification to them at the address stated in their written charges, or if the charges were filed by a city official, employee, or city staff, notice may be sent via e-mail.~~

- iv. If the City Council approves the Resolution and sets the matter for hearing, the City Clerk shall notify the individual who filed the written charges of the time and place of said hearing by mailing notification to them at the address stated in their written charges, or if the charges were filed by a city official, employee, other elected official, or city staff, notice may be sent via e-mail. The City Clerk shall also email the approved Resolution to the accused elected official and notify him or her of the date and time of the scheduled hearing.
- v. If the matter is set for hearing, ~~At such hearing,~~ the elected official whose conduct shall have been called into question shall have the right to be present to interrogate witnesses, to be represented by counsel ~~at his or her cost,~~ and either in person or by counsel make a statement or argument to the council regarding the allegations made against him or her. The individual(s) bringing forth the alleged misconduct ~~submitting the written charge~~ shall be present at the hearing in order for the hearing to proceed. ~~These matters may be held in closed session upon the majority vote and approval of the remaining council members and mayor.~~ The accused, either personally or through counsel if represented, shall have the right to confront and cross-examine their accuser. All hearings will be recorded via audio recording.
- vi. The city attorney shall act as prosecuting attorney and shall have the right to examine or cross examine each witness presented ~~or call witnesses~~ and to make any statement or argument to the council.
- vii. The hearing shall be limited to the charges as outlined in the written charge only.
- viii. If the hearing is not concluded prior to 10:00 p.m., the council may, by motion to continue and majority vote, end the hearing and re-schedule the hearing for the next regularly scheduled meeting or special meeting.
- ix. If upon such hearing, the council shall by a ~~unanimous~~ majority vote ~~of all the council members~~ (with the exception of the elected official who is charged with the misconduct), find or determine that the elected official in question is guilty of misconduct ~~rendering him or her an unfit person to hold such office; then~~ the city council may then determine the appropriate sanction to be applied. ~~including declaring such office vacant.~~ The sanction to be applied shall be made by motion and voted upon ~~by the council~~ in a separate motion apart from the finding(s) and shall be agreed upon by a majority vote ~~of all the council members~~ (with the exception of the elected official who is charged with the misconduct). If removal from office is the sanction proposed, the vote shall be unanimous (with the exception of the elected official who is charged with the misconduct). The determination after hearing and any sanction applied shall be made during an open meeting on the record and shall be memorialized in writing by a Resolution. The City Council is committed to following a model of progressive sanctions for allegations of misconduct. When deemed appropriate the City Attorney shall disclose any prior sanctions. The following sanctions may be imposed by the City Council if there is a finding that the elected official in question is guilty of misconduct as charged.

- a. Written reprimand – This sanction would include a written letter outlining the misconduct violation, date of occurrence, and that the elected official was counseled on said matter. A written reprimand may be administered by ~~the City Administrator as outlined in City Code 2-208 or by~~ the City Council after hearing. A copy of the written reprimand will be provided to the accused ~~member~~ elected official and to all other members of the council and the Mayor. A written reprimand should be used as a corrective step or warning to the elected official ~~member~~ for specific misconduct allegations that are not severe in nature but that are violations of City Code or this policy. ~~State Law or Policy Resolution 35.~~
- b. Public reprimand – This sanction would include a verbal admonishment during an open meeting of the City Council and would outline the reason for the reprimand. A public reprimand may only be administered by ~~the City Administrator, council, or Mayor~~ the City Council after a hearing ~~as outlined in City Code 2-208 and a unanimous vote on the matter.~~ The date, time, and nature of said public reprimand will be memorialized in writing ~~and contained in the member's file with the City.~~ A public reprimand should be used for corrective action if prior written reprimands were not effective or when the severity of the misconduct warrants a public admonishment due to the nature of the complaint.
- c. Removal from committee assignment(s) and/or Loss of Seniority – This sanction would include a finding after a hearing ~~as outlined in City Code 2-208~~ that the ~~elected official's member's~~ behavior warrants action greater than a written reprimand or public reprimand and that due to the ~~elected official's member's~~ behavior he or she should be removed from specific committee(s) or lose seniority within the council. The removal from a committee or loss of seniority may only be administered by the ~~City Administrator, council, or Mayor~~ City Council after hearing ~~as outlined in City Code 2-208 and a unanimous vote on the matter.~~ The date, time and sanction outlined herein will be memorialized in writing ~~and contained in the member's file with the City.~~ Removal from a committee or committees and loss of seniority should be used if the misconduct would lose public trust or council trust for the ~~elected official member~~ to remain on the committee or keep the seniority position, if the misconduct impacts the operations of the committee or the offense was committed during a committee meeting or directed toward another committee member or ~~member addressing that committee.~~
- d. Removal from Office – This sanction should not be imposed unless progressive sanctions were previously implemented or when the ~~elected official's member's~~ misconduct is determined to be severe or egregious. This sanction would include a finding after hearing ~~as outlined in City Code 2-208~~ that the ~~elected official's member's~~ behavior warrants removal from office and that due to the ~~elected official's member's~~ behavior he or she

should be removed from office ~~and that due to the member's behavior he or she should be removed from office~~. This sanction may only be administered by the ~~City Administrator, council, or Mayor~~ City Council after hearing as outlined in City Code 2-208 and a unanimous vote on the matter. The date, time, and findings will be memorialized in writing ~~and contained in the member's file with the City~~. Removal from office should be used if the misconduct is so severe or egregious that it loses the public's trust or council's trust in the ~~elected official's member's~~ ability to continuing serving the City of Bellevue in their current capacity or when the ~~elected official's member's~~ misconduct has already been addressed through progressive sanctions but continues to be repeated.

- x. ~~If the council votes to remove the charged elected official from office, the office shall be declared vacant and such office shall be vacant forthwith. If the office is declared vacant, such office shall then be vacant forthwith. The City Council may impose sanctions as outlined in Policy Resolution 35 other than removal of office if they deem a lesser sanction is appropriate or warranted. The determination after hearing and any sanction applied shall be made during an open meeting and not in closed session.~~
- xi. If there is a vacancy on the city council or a vacancy of the Mayor, such vacancy shall be filled pursuant to Neb. Rev. Stat. § 35-568(3).

Section 3. This Ordinance shall take effect and be in full force ~~November 30, 2019~~ fifteen (15) days after it is passed and signed by the Mayor.

(State law reference: Neb. Rev. Stat. 16-217, 35-568(3))

ADOPTED by the Mayor and City Council this ____ day of _____, 2019.

ATTEST:

Mayor, Rusty Hike

City Clerk

First Reading: _____

Second Reading: _____

Third Reading: _____

APPROVED AS TO FORM:

City Attorney

ORDINANCE NO. _____

AN ORDINANCE TO AMEND ARTICLE IV, CHAPTER 2, OF THE BELLEVUE MUNICIPAL CODE BY ADDING A NEW SECTION 2-208 REGARDING REMOVAL OF ELECTED OFFICIAL FOR MISCONDUCT 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 2-208 of Chapter 2, Article IV of the Bellevue Municipal Code is hereby added to read as follows:

Sec. 2-208. Removal of Elected Official for Misconduct.

Any elected official of the City may be removed from office for misconduct. Misconduct has been outlined in Policy Resolution 35, however said misconduct is not an exhaustive list of misconduct. Removal from office for misconduct may be initiated as follows:

- a. Upon the filing of written charges signed and verified by the person(s) making the claim(s) and provided to the City Clerk within sixty (60) days of the alleged incident. The City Clerk shall then provide a copy of the written charges to the City Administrator who shall have a Resolution created for the next regularly scheduled City Council meeting. The Resolution shall set a time and place for hearing on the written charges and shall attach the written charges to the Resolution. The Resolution shall set the time for hearing on the charges not less than five (5) days nor more than fourteen (14) days subsequent to the passage of such Resolution.
- b. At such hearing, the official whose conduct shall have been called into question shall have the right to be present to interrogate witnesses, to be represented by counsel, and either in person or by counsel make a statement or argument to the council regarding the allegations made against him or her. These matters may be held in closed session upon the majority vote and approval of the remaining council members and mayor.
- c. The city attorney shall act as prosecuting attorney and shall have the right to examine or cross examine each witness presented and to make any statement or argument to the council.
- d. If upon such hearing, the council shall by a three-fourths vote of all the council members (with the exception of the official who is charged with the misconduct), find or determine that the official in question is guilty of misconduct rendering him or her an unfit person to hold such office, then the city council may declare such office vacant and such office shall then be vacant forthwith. The City Council may impose sanctions as outlined in Policy Resolution 35 other than removal of office if they deem a lesser sanction is appropriate or warranted.
- e. If there is a vacancy on the city council or a vacancy of the Mayor, such vacancy shall be filled pursuant to Neb. Rev. Stat. § 35-568(3).

Section 3. This Ordinance shall take effect and be in full force October 30, 2019.

(State law reference: Neb. Rev. Stat. 16-217, 35-568(3))

ADOPTED by the Mayor and City Council this ____ day of _____, 2019.

ATTEST:

Mayor, Rusty Hike

City Clerk

First Reading: _____

Second Reading: _____

Third Reading: _____

APPROVED AS TO FORM:

City Attorney

REVISED 10.16.19

ORDINANCE NO. 3978

AN ORDINANCE TO AMEND ARTICLE IV, CHAPTER 2, OF THE BELLEVUE MUNICIPAL CODE BY ADDING A NEW SECTION 2-208 REGARDING REMOVAL OF ELECTED OFFICIAL FOR MISCONDUCT 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.

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Any elected official of the City may be removed from office for misconduct. Misconduct has been outlined in Policy Resolution 35, however said misconduct is not an exhaustive list of misconduct. Removal from office for misconduct may be initiated as follows:

- a. Upon the filing of written charges signed and verified (in front of a notary public) by the person(s) making the claim(s) and provided to the City Clerk within sixty (60) days of the alleged incident. If the written charge is filed by a citizen, the citizen must be a resident of Bellevue and must list their home address in the written charge. The City Clerk shall then provide a copy of the written charges to the City Administrator.
 - i. The City Administrator, after receiving the written charges from the City Clerk will review the written charge to ensure that 1) it was timely filed, 2) that the written charge was signed and verified, 3) that if it was filed by a citizen that their home address is listed in the written charge and that they are a resident of Bellevue, and 4) that the written charges specifically identify misconduct as outlined in Policy Resolution 35.
 - ii. If after review those requirements are not met, the matter will be administratively closed by the City Administrator and said closure will be documented and kept in the City Clerk's office and the individual filing the written charge will be notified by mail (if mailing address was listed) by the City Clerk.
 - iii. If after review, those requirements are met the City Administrator will review the file of the council member or Mayor who is charged with the misconduct to determine the history, consider progressive sanctions, and determine the severity of said written charge.
 - a. If after review the City Administrator determines that only a written reprimand would be appropriate, the City Administrator will meet with the charged council member or Mayor, explain the charges, hear the council member or Mayor's position, and decide whether a written reprimand

should be issued or whether no action should be taken. The decision of the City Administrator will be provided to the council member or Mayor and placed in the file of the charged member. All members of the City Council and the Mayor will be notified in writing if a written reprimand is placed in another member's file. The individual(s) filing the written charge will be notified in writing that the matter has been handled internally.

b. If after review the City Administrator feels said written charge could warrant a public reprimand, removal from a committee, loss in seniority, or removal from office, the City Administrator shall have a Resolution created for the next regularly scheduled City Council meeting. The Resolution shall set a time and place for hearing on the written charges and shall attach the written charges to the Resolution. The Resolution shall set the time for hearing on the charges not less than five (5) days nor more than fourteen (14) days subsequent to the passage of such Resolution. The City Clerk shall notify the individual who filed the written charges of the time and place of said hearing by mailing notification to them at the address stated in their written charges, or if the charges were filed by a city official, employee, or city staff, notice may be sent via e-mail.

1. At such hearing, the official whose conduct shall have been called into question shall have the right to be present to interrogate witnesses, to be represented by counsel, and either in person or by counsel make a statement or argument to the council regarding the allegations made against him or her. The individual(s) submitting the written charge shall be present at the hearing in order for the hearing to proceed. These matters may be held in closed session upon the majority vote and approval of the remaining council members and mayor. All hearings will be recorded via audio recording.
2. The city attorney shall act as prosecuting attorney and shall have the right to examine or cross examine each witness presented and to make any statement or argument to the council.
3. If upon such hearing, the council shall by a unanimous vote of all the council members (with the exception of the official who is charged with the misconduct), find or determine that the official in question is guilty of misconduct rendering him or her an unfit person to hold such office, then the city council may then determine the appropriate sanction to be applied, including declaring such office vacant. If the office is declared vacant, such office shall then be vacant forthwith. The City Council may impose sanctions as outlined in Policy Resolution 35 other than removal of office if they deem a lesser sanction is appropriate or warranted. The determination after hearing and any sanction applied shall be made during an open meeting and not in closed session.

- b. If there is a vacancy on the city council or a vacancy of the Mayor, such vacancy shall be filled pursuant to Neb. Rev. Stat. § 35-568(3).

Section 3. This Ordinance shall take effect and be in full force **November 30, 2019.**

(State law reference: Neb. Rev. Stat. 16-217, 35-568(3))

ADOPTED by the Mayor and City Council this ____ day of _____, 2019.

ATTEST:

Mayor, Rusty Hike

City Clerk

APPROVED AS TO FORM:

First Reading: _____

Second Reading: _____

Third Reading: _____

City Attorney

ORDINANCE NO. 3978

AN ORDINANCE TO AMEND ARTICLE IV, CHAPTER 2, OF THE BELLEVUE MUNICIPAL CODE BY ADDING A NEW SECTION 2-208 REGARDING REMOVAL OF ELECTED OFFICIAL FOR MISCONDUCT 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 2-208 of Chapter 2, Article IV of the Bellevue Municipal Code is hereby added to read as follows:

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Any elected official of the City may be removed from office for misconduct. Misconduct has been outlined in Policy Resolution 35, however said misconduct is not an exhaustive list of misconduct. Removal from office for misconduct may be initiated as follows:

- a. Upon the filing of written charges signed and verified (in front of a notary public) by the person(s) making the claim(s) and provided to the City Clerk within sixty (60) days of the alleged incident. If the written charge is filed by a citizen, the citizen must be a resident of Bellevue and must list their home address in the written charge. The City Clerk shall then provide a copy of the written charges to the City Administrator.
 - i. The City Administrator, after receiving the written charges from the City Clerk will review the written charge to ensure that 1) it was timely filed, 2) that the written charge was signed and verified, 3) that if it was filed by a citizen that their home address is listed in the written charge and that they are a resident of Bellevue, and 4) that the written charges specifically identify misconduct as outlined in Policy Resolution 35.
 - ii. If after review those requirements are not met, the matter will be administratively closed by the City Administrator and said closure will be documented and kept in the City Clerk's office and the individual filing the written charge will be notified by mail (if mailing address was listed) by the City Clerk.
 - iii. If after review, those requirements are met the City Administrator will review the file of the council member or Mayor who is charged with the misconduct to determine the history, consider progressive sanctions, and determine the severity of said written charge.
 - a. If after review the City Administrator determines that only a written reprimand would be appropriate, the City Administrator will meet with the charged council member or Mayor, explain the charges, hear the council member or Mayor's position, and decide whether a written reprimand should be issued or whether no action should be taken. The decision of the City Administrator will be provided to the council member or Mayor and

placed in the file of the charged member. All members of the City Council and the Mayor will be notified in writing if a written reprimand is placed in another member's file. The individual(s) filing the written charge will be notified in writing that the matter has been handled internally.

b. If after review the City Administrator feels said written charge could warrant a public reprimand, removal from a committee, loss in seniority, or removal from office, the City Administrator shall have a Resolution created for the next regularly scheduled City Council meeting. The Resolution shall set a time and place for hearing on the written charges and shall attach the written charges to the Resolution. The Resolution shall set the time for hearing on the charges not less than five (5) days nor more than fourteen (14) days subsequent to the passage of such Resolution. The City Clerk shall notify the individual who filed the written charges of the time and place of said hearing by mailing notification to them at the address stated in their written charges, or if the charges were filed by a city official, employee, or city staff, notice may be sent via e-mail.

1. At such hearing, the official whose conduct shall have been called into question shall have the right to be present to interrogate witnesses, to be represented by counsel, and either in person or by counsel make a statement or argument to the council regarding the allegations made against him or her. The individual(s) submitting the written charge shall be present at the hearing in order for the hearing to proceed. These matters may be held in closed session upon the majority vote and approval of the remaining council members and mayor. All hearings will be recorded via audio recording.
 2. The city attorney shall act as prosecuting attorney and shall have the right to examine or cross examine each witness presented and to make any statement or argument to the council.
 3. If upon such hearing, the council shall by a unanimous vote of all the council members (with the exception of the official who is charged with the misconduct), find or determine that the official in question is guilty of misconduct rendering him or her an unfit person to hold such office, then the city council may then determine the appropriate sanction to be applied, including declaring such office vacant. If the office is declared vacant, such office shall then be vacant forthwith. The City Council may impose sanctions as outlined in Policy Resolution 35 other than removal of office if they deem a lesser sanction is appropriate or warranted. The determination after hearing and any sanction applied shall be made during an open meeting and not in closed session.
- b. If there is a vacancy on the city council or a vacancy of the Mayor, such vacancy shall be filled pursuant to Neb. Rev. Stat. § 35-568(3).

Section 3. This Ordinance shall take effect and be in full force November 30, 2019.

(State law reference: Neb. Rev. Stat. 16-217, 35-568(3))

ADOPTED by the Mayor and City Council this ____ day of _____, 2019.

ATTEST:

Mayor, Rusty Hike

City Clerk

First Reading: _____

Second Reading: _____

Third Reading: _____

APPROVED AS TO FORM:

City Attorney

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16k.
12/17/19

COUNCIL MEETING DATE: 12/17/2019	SUBMITTED BY: City Administrator	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	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 <input type="checkbox"/>

SUBJECT:

Release and Settlement Agreement regarding the retirement of Chief Mark Elbert.

SYNOPSIS/BACKGROUND:

Chief Mark Elbert is seeking retirement as Chief of Police and acceptance of the Community Development Director position (separate item). In consideration of releasing claims as identified, the City and Elbert have entered into certain agreements for settlement and release payments upon Elbert reaching the age of 55.

FISCAL IMPACT: \$78,000/year beginning in 4 years BUDGETED FUNDS: NO GRANT/MATCHING FUNDS: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES	COUNTER-PARTY: Mark Elbert	INTERLOCAL AGREEMENT: NO
CONTRACT DESCRIPTION: Release and Settlement Agreement		
CONTRACT EFFECTIVE DATE: 12/17/2019	CONTRACT TERM: Until death (or applicable 12 year survivor benefit)	CONTRACT END DATE:
PROJECT NAME:		
START DATE:	END DATE:	PAYMENT DATE: 09/13/2023 INSURANCE REQUIRED: NO
CIP PROJECT NAME:	CIP PROJECT NAME:	
STREET DISTRICT NAME (S):	STREET DISTRICT NUMBER (S):	
ACCOUNTING DISTRIBUTION CODE:	ACCOUNT NUMBER:	

RECOMMENDATION:

Approve and authorize the Mayor to sign the Release and Settlement Agreement.

ATTACHMENTS:

1. Release and Settlement Agreement	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



RELEASE AND SETTLEMENT AGREEMENT

This Release and Settlement Agreement (hereinafter "Agreement") is made by and between Mark Elbert (hereinafter "Elbert") and the City of Bellevue (hereinafter "City").

WHEREAS, Elbert is employed with the City of Bellevue as the Chief of Police.

WHEREAS, Elbert desires to retire from his position as Chief of Police and the City desires to accept Elbert's retirement notification, effective upon the date of this Agreement being approved by City Council and signed by the Mayor.

WHEREAS, a new job posting became available for a Community Development Director (hereinafter "Director Position") for which Elbert applied and was found to be the most qualified candidate for the position. The City desires for Elbert to accept the position and Elbert desires to accept the position. Upon acceptance, Elbert will continue to serve the City of Bellevue in this Director Position upon retirement from his position as Chief of Police.

WHEREAS, the City is aware of continued potential litigation and personnel problems involving legal disputes which impairs the City's ability to function so long as Elbert remains the Chief of Police with the City of Bellevue.

WHEREAS, Elbert has brought forth allegations, that while employed by the City as Chief of Police, he has been defamed, slandered and unlawfully harassed by employees of the City.

WHEREAS, Elbert and the City desire to settle, resolve, and dispose of any issues related thereto in order to avoid further expense, inconvenience, and uncertainty and to resolve potential litigation and/or resolve difficult personnel problems that involve legal disputes in which impaired the ability of the City to function.

NOW, THEREFORE, in consideration of the mutual promises and commitments below, Elbert and the City agree as follows:

1. Non-Admission: This Agreement shall not be construed as an admission of liability or wrongdoing by Elbert, the City or any other individual or entity.
2. Retirement as Chief of Police: Upon approval of this agreement, Elbert hereby retires as Chief of Police, effective at the end of day December 31, 2019. The parties agree that Elbert's separation from employment shall be treated as a retirement from his position as Chief of Police.
3. Director Position: Elbert applied for the Director Position and was found to be the most qualified candidate for the position. Elbert has been offered the Director Position and upon approval of this Agreement, the Employment Contract for the Director Position and the acceptance of his retirement as Chief of Police and benefits outlined herein, Elbert shall be named the new Community Development Director and shall receive

compensation and benefits as outlined and specific to that position and the separate Employment Contract.

4. Payment: In consideration of Elbert's acknowledgments and agreements set forth in this Agreement, the City agrees to provide Elbert the following:
 - a. Following the effective date of his retirement, the City shall pay Elbert one half (1/2) of the accumulated amount of sick leave, not to exceed nine hundred and sixty (960) hours, earned and computed as of the date this agreement is approved and signed by the Mayor. Said payment shall be made in the form of taxable wages. Upon paying out Elbert one half of his accumulated amount of sick leave as specified herein, Elbert's sick leave bank with the City shall be depleted to one-hundred (100) hours for which he can carry-over those 100 hours to his new position. Upon ending employment from that position, Elbert will not be allowed to cash-in any further accumulated sick leave.
 - b. Following the effective date of his retirement, Elbert shall be paid out for his vacation leave as allowed pursuant to the Command Staff bargaining agreement.
 - c. But for the parties' Settlement Agreement, Elbert would otherwise continue to perform his services as the Bellevue Chief of Police, which is a civil service protected position. In consideration for the settlement and for good and valuable consideration including, but not necessarily limited to Elbert's Settlement Agreement and Release, the City agrees to make a monthly payment in lieu of certain payments Elbert may have otherwise elected to receive under his police pension plan. Payments under this provision, shall commence upon Elbert's fifty-fifth (55th) birthday and continue until his death. Elbert shall be entitled to receive from the City of Bellevue the sum of \$6,500.00 per month beginning on his 55th birthday until his death.
 - d. Survivor Benefit 12-Year Guarantee: In the event that Elbert dies prior to the expiration of twelve (12) years following commencement of monthly payments required by paragraph 4(c), the City of Bellevue agrees that it will continue to make payment of the monthly sum to Elbert's surviving spouse, or in the event there is no surviving spouse to Elbert's surviving child(ren) for the remaining twelve (12) year guaranteed term.

- e. Elbert shall be entitled to retain his contributions to his pension account. The distributions/monthly payments as outlined in 4c above shall be drawn from his retirement account which includes his contributions up to the date of his departure from the City. Once his retirement is depleted, the City will use its funds to continue the benefit in 4c until his death or the applicable survivor benefit as outlined in 4d. The City will work with its principal provider to place Elbert's retirement contributions along with the city's applicable match into an account to be drawn down to meet the monthly benefit payable beginning when Elbert turns fifty-five (55) years of age.
- 5. No other benefits: Elbert shall not receive any additional benefits not specifically outlined herein or contained within his job description and benefit package associated with the Director Position.
- 6. Opportunity to Review: Elbert acknowledges that he has received a copy of this Agreement prior to signing the same and, after receiving a copy, has been given a reasonable period of time in which to consider the Agreement and discuss it with his own counsel of choosing prior to signing the same. The parties agree and understand that Elbert was not provided legal advice on this matter by the City nor was he provided tax advice on any tax implications for any retirement benefits or tax penalties for payments associated herein. The City agrees they have had the opportunity to review this agreement prior to approving the same.
- 7. No Representations: Elbert warrants that he is entering into this Agreement freely and voluntarily. Elbert represents and certifies that he has carefully read and fully understands all of the provisions and effects of this Agreement. The Parties agree that except for the representations made in this Agreement, it is understood and expressly agreed that Elbert and City rely solely on their own independent analysis of the facts and claims as presented. This Agreement contains the entire agreement between the parties and unless contained herein, no representation shall be admissible to establish any inducement to enter into this Agreement.
- 8. Release and Consideration: As a material inducement to the City to enter into this Agreement, Elbert agrees to release and forever discharge the City from any and all claims, actions, causes of actions, and suits of any kind Elbert may have against the City up to the date and time Elbert executes this Agreement, including, but not limited to, those arising under the common law, under federal, state, and local statute, law, ordinance, code, regulation and/or policy. The City likewise agrees to release and forever discharge Elbert from any and all claims, actions, causes of action, and suits of

any kind the City may have against Elbert up to the date and time the City executes this Agreement, including, but not limited to, those arising under the common law, under federal, state, and local statute, law, ordinance, code, regulation and/or policy. Notwithstanding and without waiving anything to the contrary, this Release shall not be interpreted as a release of any claims against any other parties including, but not necessarily limited to, the Bellevue Police Officer's Association, any members of the Bellevue Police Department in their individual capacities, or legal counsel for any officers or the Bellevue Police Officers Association. The parties further recognize and agree that this Release shall not be interpreted as a release of any obligation of indemnity that the City may owe Elbert in the event Elbert is sued in connection with the discharge of his duties in his official capacity as the Bellevue Chief of Police and the City agrees that it will continue to indemnify and hold harmless Elbert and assume his legal defense for any claims, cause of action, or proceedings brought against Elbert in connection with his duties as the Bellevue Chief of Police.

9. Intent: Elbert and the City understand and agree that the overriding and controlling intent of this Agreement is to accomplish a full release of all claims or actions Elbert has or may have against the City for any wrongful, unlawful or unfair act or omission up to and including the date Elbert executes this Agreement and to avoid continued potential litigation and personnel problems involving legal disputes so long as Elbert remains the Chief of Police with the City of Bellevue.
10. Governing Law: This Agreement shall in all respects be interpreted, enforced, and governed under the laws of the State of Nebraska.
11. Scope and Effect of Invalidity: This Agreement shall be binding upon and inure to the benefit of Elbert and his heirs, executors, administrators, successors, and assigns, and the City and its past and present corporate and political officers, directors, council members and attorneys. Should any provision of this Agreement be declared or be determined by any court of competent jurisdiction to be illegal, invalid, void or unenforceable, the legality, validity, and enforceability of the remaining parts, terms or provisions shall not be affected thereby, and any said illegal, unenforceable or invalid part, term or provision shall be deemed not to be a part of this Agreement. Provided, however, should any economic distributions to Elbert under this Agreement be altered, vacated or released, any release by Elbert shall be null and void.

12. Costs and Fees: Elbert and the City acknowledge that they are responsible for their own costs, including attorneys' fees, if any, except as otherwise provided herein.

I HAVE READ THE ABOVE SETTLEMENT AGREEMENT AND RELEASE. I UNDERSTAND THE CONTENTS OF THE SETTLEMENT AGREEMENT, I AGREE TO ITS TERMS, AND I VOLUNTARILY SUBMIT TO ITS EXECUTION.

Signed: _____
Mark Elbert

Date

[illegible]

On this _____ day of December 2019 before me, the undersigned, a Notary Public duly commissioned and qualified for said county, personally came Mark Elbert, to me personally known to be the identical person whose name is affixed to the foregoing instrument who acknowledged the same to be his voluntary act and deed on behalf of herself.

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

Notary Public

I HAVE READ THE ABOVE SETTLEMENT AGREEMENT AND RELEASE. I UNDERSTAND THE CONTENTS OF THE SETTLEMENT AGREEMENT, I AGREE TO ITS TERMS, AND I VOLUNTARILY SUBMIT TO ITS EXECUTION.

CITY OF BELLEVUE

ATTEST:

By: _____
Rusty Hike, Mayor

City Clerk

STATE OF NEBRASKA)
) ss.
COUNTY OF SARPY)

On this _____ day of December 2019 before me, the undersigned, a Notary Public duly commissioned and qualified for said county, personally came Rusty Hike, Mayor and Susan Kluthe, City Clerk, respectively, of the City of Bellevue, a Nebraska Municipal Corporation, to me personally known to be the identical persons whose names are affixed to the foregoing instrument who acknowledged the same to be their voluntary act and deed on behalf of said corporation.

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

Notary Public

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 12/17/2019		SUBMITTED BY: City Administrator		
AGENDA ITEM:		CONSENT AGENDA <input type="checkbox"/>	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 <input type="checkbox"/>	

SUBJECT:

Employment Agreement for the Community Development Director Position - Mark Elbert

SYNOPSIS/BACKGROUND:

Chief Mark Elbert is seeking retirement as Chief of Police and acceptance of the Community Development Director position. As part of the director position, the City wishes to enter into an Employment Contract outlining the terms of the agreement for said position.

FISCAL IMPACT: Salary BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES		COUNTER-PARTY: Mark Elbert	INTERLOCAL AGREEMENT: NO
CONTRACT DESCRIPTION: Employment Contract			
CONTRACT EFFECTIVE DATE: 12/17/2019		CONTRACT TERM: Yearly renewal	CONTRACT END DATE:
PROJECT NAME:			
START DATE:	END DATE:	PAYMENT DATE:	INSURANCE REQUIRED: NO
CIP PROJECT NAME:		CIP PROJECT NAME:	
STREET DISTRICT NAME (S):		STREET DISTRICT NUMBER (S):	
ACCOUNTING DISTRIBUTION CODE:		ACCOUNT NUMBER:	

RECOMMENDATION:

Approve and authorize the Mayor to sign the Employment Agreement for the Community Development Director position.

ATTACHMENTS:

1. Employment Contract	2.	3.
4. Job Description	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of December, 2019, by and between the City of Bellevue, Nebraska, a Municipal Corporation, hereinafter referred to as "CITY" and Mark Elbert, hereinafter referred to as "ELBERT".

WITNESSETH:

WHEREAS, CITY desires to employ the services of ELBERT as its Community Development Director; and

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

WHEREAS, ELBERT desires to accept employment as Community Development Director with the City of Bellevue, Nebraska.

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

Section 1 - Employment and Duties

A. CITY hereby agrees to employ ELBERT, and ELBERT, hereby accepts employment as Community Development Director of the City of Bellevue to perform the functions and duties as outlined in the attached Job Description (Exhibit "A" incorporated herein by reference) and to perform such other legal and proper duties and functions as the Mayor, City Administrator, or City Council shall assign.

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

Section 2 - Term

A. This Agreement shall automatically renew on an annual basis on the anniversary of the effective date, unless sooner terminated as herein after provided. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of CITY to terminate the services of ELBERT at any time prior to the end of the term, or any renewal term, subject only to the provisions set forth in Section 3, of this Agreement.

B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of ELBERT to resign at any time from his position with CITY, subject only to the provision set forth in Section 3, paragraph B, of this Agreement.

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

Section 3 - Termination

A(1). The City Administrator shall have the right at any time during the term of this Agreement to terminate or discipline ELBERT for reasons as outlined in the Employee Handbook Article V: Employee Conduct & Discipline Policies, as amended.

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

B. In the event ELBERT voluntarily resigns from his position with the CITY, then ELBERT shall give the CITY two (2) months' notice in advance, unless the parties agree otherwise.

Section 4 - Salary

Beginning on the date ELBERT begins employment as the Community Development Director, CITY agrees to pay ELBERT for his services rendered pursuant hereto an annual base salary of \$136,572.00. Said annual base salary shall be payable in installments at the same time as other employees of the CITY are paid.

Section 5 - Benefits

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

B. Subject to the maximum vacation limitation described below, ELBERT shall earn paid vacation in a lump sum on the anniversary of his date of hire. Vacation earnings shall be determined by years of full-time service in the City as of his anniversary, computed as follows:

<u>Years of Employment</u>	<u>Amount</u>
Completion of 20 years	212 hours
Completion of 25 years	252 hours

As a condition of accruing additional vacation, ELBERT must maintain a vacation balance at or below 200 hours, measured as of the anniversary of his date of hire. If ELBERT has unused vacation in excess of 200 hours as of his anniversary he shall be ineligible for additional vacation earnings until his next anniversary, subject to the maximum vacation allowance described above.

Sick leave with pay shall be earned at the rate of twelve (12) hours of leave for each month of service to the City. Sick leave accumulation shall be unlimited. Pursuant to a separate Settlement and Release, ELBERT has “cashed-in” 960 hours of accumulated sick leave during his employ as the Chief of Police. He has been allowed to transfer 100 hours with him to the Community Development Director position, however upon separation from the City as Community Development Director, ELBERT shall not be allowed to cash-in any sick leave time that has been accumulated.

C. Upon commencement of ELBERT’S employment as the Community Development Director, the CITY agrees to match ELBERT’S contribution to CITY’S general employees’ pension plan in the same percentage of his monthly salary as the budgeted CITY contribution provided to CITY’S other general employees (excluding police and fire). ELBERT may participate in the self-funded 457(b) Plan. ELBERT may roll-over his police pension funds into a different account with the City and may contribute his contributions into said fund if he so elects. If elected, the CITY’S matching contributions shall also be contributed to said rolled-over account.

D. CITY shall provide ELBERT with a desktop computer, laptop computer and cell phone required for ELBERT to perform the job and to maintain effective communication. Elbert shall be provided

a City “take-home” vehicle to be used for employment purposes.

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

Section 6 - Dues, Memberships and Professional Development

A. CITY agrees to budget and pay the professional dues and subscriptions of ELBERT’S national, regional, state and local associations and organizations necessary and desirable for ELBERT’S continued professional growth and advancement, and for the good of the CITY.

B. CITY agrees to budget and to pay travel and subsistence expenses of ELBERT for professional travel, meetings, and occasions adequate to continue the professional development of ELBERT, and adequately to pursue necessary official and other functions for the CITY relevant to his role as the Community Development Director, and for short courses, workshops, seminars, and institutes that are necessary and desirable for ELBERT’S continued professional development and for the good of the CITY

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

Section 7 - Expenses

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

Section 8 - Disability

If ELBERT is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of four (4) consecutive work weeks beyond any accrued vacation and sick leave, CITY shall have the option to terminate this Agreement subject to lump sum payment requirements of Section 3, paragraphs A(2) and A(3).

Section 9 - Job Performance Evaluation

The City Administrator shall review and evaluate the performance of ELBERT. Annually, on ELBERT'S promotion date, he will be eligible for a performance adjustment to his wage if his wage is less than the maximum range limit for the Community Development Director position. Any wage increase must be accompanied by an Employee Evaluation Form. The contents of such evaluation are a personnel matter and shall remain confidential. The performance pay adjustment shall be added to the base salary which sets the new base salary beginning each anniversary of the effective date of this Agreement and this Agreement shall be automatically amended to reflect such adjustment.

If ELBERT had been suspended from work, demoted as a result of a discipline, or issued two or more written reprimands in the immediately preceding 12-month period, any scheduled step increase shall be delayed for six (6) months.

Section 10 - Indemnification

CITY shall defend, save harmless and indemnify ELBERT against any claim or demand or other legal action, whenever groundless or otherwise arising out of any act or omission incurred in the performance of ELBERT'S duties of Community Development Director that arise or may arise from his duties when he was employed as the Chief of Police. This indemnification by CITY shall not include any intentional criminal acts or torts committed by ELBERT for which the CITY would not have insurance coverage.

Section 11 - Other Terms and Conditions of Employment

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

Section 12 - Notices

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

- (1) CITY: Mayor
City of Bellevue
1500 Wall Street
Bellevue, Nebraska 68005

And

City Administrator
City of Bellevue
1500 Wall Street
Bellevue, Nebraska 68005

(2) ELBERT: Mark Elbert
1500 Wall Street
Bellevue, Nebraska 68005

With a copy to: Theodore R. Boecker
11225 Davenport Street, Suite 100
Omaha, NE 68154

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

Section 13 - General Provisions

A. The text herein shall constitute the entire agreement between the parties as it relates to the employment of ELBERT as the Community Development Director. The parties acknowledge there is a separate "RELEASE AND SETTLEMENT AGREEMENT" that outlines terms and conditions related to the retirement of ELBERT as Chief of Police. It may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension, or discharge is sought.

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

C. This Agreement shall become effective commencing upon the date the Agreement is signed and executed by all parties.

D. If any provisions, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

Section 14 - Waiver of Breach

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

Section 15 - Assignment

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

Section 16 - Applicable Law

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

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

CITY OF BELLEVUE, NEBRASKA,
A Municipal Corporation

By:

Mayor, Rusty Hike

Date

ATTEST:

City Clerk

By:

Mark Elbert, Community Development Director

Date

Approved as to Form:

By:

City Attorney

By:

Ted Boecker, Attorney for Mark Elbert

CITY OF BELLEVUE JOB DESCRIPTION

Unclassified

POSITION TITLE: Community Development Director

DEPARTMENT: Administration

REPORTS TO: City Administrator

SUPERVISES: Community Relations/Media Coordinator,
P&I Chief Building Official, Code Enforcement
Supervisor, Planning

STATUS: Exempt

PURPOSE OF POSITION: Under the direction of the City Administrator and in accordance with the Bellevue Municipal Code, assists in the direction, administration and coordination of community development. Acts as a liaison for outside stakeholders needing to navigate through various City departments. End to end responsibility for all building in the City as well as redevelopment and reinvestment, capital projects, planning, emergency management and community relations. This position oversees Permits and Inspections, Code Enforcement, CATV and Planning. This position serves as the incident commander in City EOC events.

ESSENTIAL FUNCTIONS:

Assists the City Administrator in performing a variety of daily management tasks and resolving management issues.

Assists, cooperatively with the City Administrator and other City departments, in the management of economic development activities; develops short and long-range strategic plans to assist in business growth and community development; and consults with developers on potential development projects.

ESSENTIAL FUNCTIONS (Continued):

Assists in providing direction for and overseeing activities and operations of assigned functions within the City to assure maximum efficiency and effectiveness in meeting established goals and objectives.

Oversees and directs the work of the Planning department in the review of development applications, updating the Comprehensive Plan, and other long and short-term planning efforts, provides staff support to the Planning Commission, Zoning Appeals, and Building Code Appeals.

Represents the City to outside agencies. Works with outside agencies in developing and implementing programs and projects. Attends meetings of the Chamber of Commerce and other civic groups involving issues of concern to the City. Makes presentations to business and community organizations. Serves on committees and administrative boards and represents or accompanies the City Administrator at various functions.

Responsible for assisting the City Administrator in determining strategic and economic forecasts for the City and conducting major special projects as needed.

Assists with the development and implementation short and long term plans to meet the strategic, performance management, and economic development goals and objectives of the City.

Recommends policy actions to the City Administrator and City Council for consideration regarding all aspects of City programs and services. Implements adopted policies and provides leadership in problem-solving City-wide issues. Oversees the preparation of new City ordinances and the amendment of existing ordinances.

Ensures conformance to the City Code and regulations through code enforcement strategies.

Works closely with the City Administrator to communicate a unified commitment to achieving the mission and complies with the core values of the organization.

Oversees the development, preparation and implementation of the City's CDBG Consolidated Plan, Annual Action Plan, and Housing Rehabilitation Program, as needed.

Coordinates disaster response or crisis management in coordination with Sarpy County Emergency Management Director. Prepare emergency plans and procedures for natural disasters.

Serves as LB840 Program Administrator and responsible for the administration and activities of the LB840 Economic Development Citizen Advisory Review Committee as described in the Bellevue Nebraska Economic Development Program document.

ESSENTIAL FUNCTIONS (Continued):

Assists in the development, preparation and implementation of the City's Annual Operating and Capital Projects Budget. Participates in the development and implementation of the City's Capital Improvement Program; participates in monitoring the City's financial condition and forecast of funds needed for equipment, materials and

supplies; oversees/manages assigned organizational budgets; monitors and approves expenditures; implements fiscal and budgetary adjustments; assists in pursuing grants and other funds necessary to support the Capital Improvement Program.

Oversees the City's public information program and CATV operations to ensure effective and timely presentation of information to the media and general public regarding community events/activities and City programs, services, accomplishments and decisions. Provides public records and information to citizens, the media and other agencies as requested.

Attends City Council meetings and presents information/reports to the City Council as directed by the City Administrator.

Assists with monitoring proposed state and federal legislation which impacts municipalities.

Oversees the City's service request system. Respond to City Council inquiries, complaints and information requests. Responds to and resolves difficult and sensitive citizen inquiries and complaints.

Attends various meetings, seminars, workshops and conferences to maintain awareness and keep abreast of changes for municipal/public administration functions and responsibilities.

Performs supervisory functions such as staffing, scheduling work, assigning work duties, training personnel, conducting performance evaluations and administering disciplinary actions, and ensuring that departmental activities are performed according to applicable rules and regulations.

Prepares and reviews administrative reports and correspondence.

Provides research and other material related to policy decisions.

Attends department director meetings.

Operates standard office equipment in performance of job duties, i.e. copier, personal computer, calculator, etc.

This position would have the ability to telecommute on an occasional basis if needed.

MARGINAL FUNCTIONS:

Performs other duties as directed or as the situation dictates.

EDUCATION, TRAINING AND EXPERIENCE:

Graduation from an accredited college or university with a Bachelor's Degree in public administration, political science, civil engineering, planning or other related field. Masters Degree in public administration or planning is preferred. Certification in Economic Development and Community Development Block Grant Administration is desirable. The City may accept any equivalent combination of education, training and experience.

Must have at least five (5) years of experience working in municipal government in a highly responsible supervisory or management position (department head, assistant city administrator/manager or similar).

Prefer ICMA Credentialed Manager designation.

Must possess a valid driver's license at time of hire and maintain it throughout the course of employment.

KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge of municipal government structure and function as well as knowledge of procedures, standards and current developments in effective city government.

Knowledge of and skills in modern management principles and practices of public administration, personnel administration, community planning, economic development, and risk management.

Knowledge of and ability to comprehend and apply city, state and federal laws, policies and regulations which impact city activities/services.

Knowledge of and skills in high level strategic planning, financial and budgetary processes, capital improvement program management, intergovernmental relations, labor relations/contract administration, land use, and traffic/transportation issues.

Knowledge of personnel laws, principles and procedures, and skills in training, supervision, employee evaluation/counseling/discipline, wage/benefit comparability surveys, and job analysis/classification.

Knowledge of the principles and practices of municipal budget preparation and administration.

KNOWLEDGE, SKILLS AND ABILITIES: (continued)

Knowledge and understanding of the City's political environment and sensitivities; ability to function effectively within that environment.

Knowledge and understanding of computer operations.

Ability to keep the Mayor, City Administrator, City Council, Planning Commission and other groups and individuals informed of current happenings in the planning, and community development programs.

Ability to maintain confidences and routinely handle extremely sensitive and political information; skills in human relations, diplomacy, tact and negotiating.

Ability to provide effective leadership and maintain cooperation and interaction between city departments.

Ability to evaluate and make recommendations on municipal programs, policies and operational needs.

Ability to accurately prepare and analyze financial information.

Ability to make analytical and reasoned judgments on issues of public sensitivity; ability to deal with the general public in a courteous and tactful manner.

Ability to plan, assign, direct and supervise the work of subordinates; ability to effectively delegate responsibility to subordinates.

Ability to plan and organize a personal work schedule, set priorities and meet deadlines.

Ability to analyze organizational and administrative problems, adopt an effective course of action and provide leadership to others in such actions.

Ability to articulate and promote the City's strategic positions.

Ability to critically assess situations, resolve problems and work effectively under stress within deadlines and changes in priorities.

Ability to analyze data and prepare clear and accurate presentations, reports and informational materials.

Ability to work varying schedules, including nights and weekends.

Ability to establish and maintain effective working relations with city officials, fellow employees, members of the public and patrons.

KNOWLEDGE, SKILLS AND ABILITIES: (continued)

Ability to communicate effectively, verbally and in writing, in English.

Ability to understand and follow both oral and written instructions.

Ability to fulfill and adhere to a commitment to public service, municipal government and the ICMA Code of Ethics.

Ability to identify emergency issues, develop new approaches and/or refine the organization's departmental structure to generate results as efficiently as possible.

Ability to anticipate and resolve problems before a crisis occurs.

Ability to comprehend and apply state statutes and the City's Municipal Code.

ESSENTIAL PHYSICAL AND ENVIRONMENTAL DEMANDS

Work is generally performed indoors in an office setting and requires routine bending, lifting and carrying office supplies, files and other materials. Hand-eye coordination is necessary to efficiently operate computers and various pieces of office equipment.

While performing duties of this job, the employee is routinely required to sit for extended periods of time, stand, walk, talk, and must have ability to transport themselves to and from various locations within City Hall and other City facilities.

Work requires employee to use of hands to finger, feel or operate objects, tools or controls and reach with hands and arms. The employee is occasionally required to climb or balance, stoop, kneel, bend, crouch or crawl, lift and/or move up to 10 pounds.

Specific vision abilities required by this job include close vision, distance vision, depth perception and the ability to adjust focus.

Employee must be able to hear and understand voices at normal conversational levels.

Employee may occasionally visit construction sites or work sites, which may be dusty, noisy and hazardous.

DISCLAIMER:

This position description does not constitute an employment agreement between the City and the employee, and is subject to change by the employer as the needs of the City and the requirements of the position change over time.

Created 07/12/19

The City of Bellevue is an Equal Opportunity Employer. We do not discriminate on the basis of race, religion, color, sex, age, national origin, or disability. If specific accommodations are needed in order to apply for this position, please contact the Personnel Office at (402) 293-3019.



City of Bellevue Office of the City Clerk

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

December 17, 2019

From: Susan Kluthe, City Clerk

RE: Information for Administration Report

- Completion of Proceedings, Claims, Notice of Meetings, Ordinances, and Notices of Public Hearings for Bellevue Leader
- Completion of Minutes of 12.03.19 Council Meeting
- Attended Agenda Meeting 12.9.19
- Posting of agenda for 12.11.19 Council Meeting
- Preparation of Council Packet and put on City of Bellevue & Sparq websites for the 12.11.19 Council Regular Meeting
- Inputting invoice information from Code Enforcement to spreadsheets to prepare for BOE meeting, January 21st.
- Vending machine, musical machine, and mechanical/amusement machine invoices were mailed out and payments are being received, along with providing stickers to Permit Holder. Current occupational tax stickers expire on December 31, 2019
- Invoices were sent out for Tobacco Licenses for the renewal period of January 1, 2020 – December 31, 2020. Payments are being received and mailing out of licenses continue.
- Continuing to review the Statement of Profits and Expenses from Organizations who had firework stands, time permitting
- Updating master list on boards, committees, and task forces, time permitting
- Continue to keep current on the general organizing of files, both paper and electronic, by having them scanned into LaserFiche and/or Contract Management, and filing of a hard copy, as soon as we have the approved executed documents
- All files of records for City Vehicles, both electronically and in the actual files, have been caught up and organized. Plan to start working with Fleet verifying we have the correct assigned vehicle number. (Susan)
- Day to day tasks



CITY OF BELLEVUE FINANCE DEPARTMENT

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

Bellevue Finance Department Status Report December 17, 2019

ACCOUNTING AND FINANCE

- Auditors are on site for two weeks
- Working on November Forecast & Financials
- Final FYE2019 Reports Compiled
- Treasury management; Deposit confirmations, Research undocumented cash receipts
- Issued payments for approved expenses
- Payroll downloads / import into Abila and book ACH w/ds
- Bank account monitoring for year end
- Adjust rights to approved used in Abila system
- Retrieved document for and answer YTD financial questions for departments
- Data Entry of Journal Entries for department
- Authorized CDBG reimbursement request
- Paid bills online as approved/requested
- Book misc. receipts into our GL
- Cash management and account monitoring
- Sales tax return and payment

CDBG:

- Updated the 2018-2019 Consolidated Annual Performance and Evaluation Report (CAPER) following City Council approval and submitted to HUD for review.
- Completed the review of the B-17 Heartland Family Service Housing Navigator project and closed the project in IDIS.
- Prepared draft subrecipient agreements for 2019 projects and submit to Attorney for legal review.
- Reviewed all open CDBG Housing Rehabilitation Loans and began updating loan documents as necessary.
- Participated in the Housing Affordability Task Force meeting and reviewed the initial housing study survey responses.

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
- Continued to work towards a resolution with the city property flood damage claim
- New employee orientation to 6 new employees
- Coordinated enrollment for employee wellness program
- Trained on check-writing to assist Finance while employee is off on leave
- Handed out PPE as needed
- Inventoried PPE locker and restocked
- Worked on ADA updates, reports and City Transition plan
- Worked on making Council Chambers ADA accessible
- Performed random safety checks on road crews to ensure proper PPE is being utilized
- Inspected hauled loads on flatbeds to ensure they are being properly secured
- Continued safety boot orders and safety glasses orders for new fiscal year
- Conducted all duties associated with surplus equipment auction
- Checked on safety issues with debris in repurposed storage buildings in the flooded area
- Checked previously condemned buildings for any safety for health or working conditions
- Total Surplus Sales as of today: **\$387,345.37**

Respectfully submitted,

Rich Severson
Finance Director, City of Bellevue



City of Bellevue

Fire Department

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

Bellevue Fire Department Council Report

Report Date 12/10/2019

A. General Items:

- QA/QI
- Run reviews for B shift 12/9/19
- OMHCC (Omaha Metro Healthcare Coalition) Pharmacy Workgroup Meeting 12/9/19
- OMHCC (Omaha Metro Healthcare Coalition) General Membership Meeting 12/10/19
- Meeting with 3 full time and 1 probationary Paramedic this week-test outs scheduled for full timers next week
- Part time interviews this week Monday, Tuesday, Wednesday, Thursday
- Shift bid continues-round 1 should be complete by 12/10/19

B. Training:

- Completed hovercraft training with Council Bluffs.
- Infection control lecture.
- Difficult airway training.
- Building construction review.

C. Inspections:

- Conducting business holiday inspections December 17th through the 22nd
- Day Care inspections and paperwork sent off to Department of Health and Human Services
- Completed final inspection on the last building of the Mansions of Tregaron project
- Inspection of new State Farm office building on 48th and Capehart
- Meeting with City P&I for new Woodhouse Mazda building 20th and Chandler
- Inspected Knights of Columbus building off Lincoln and Harvell (new underground fire main)
- Inspected US Grounds building on 35th Ave – renovations complete from flood damage
- Communicating with builders and designers of Sickies Garage as they continue with renovations



City of Bellevue

Fire Department

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D. Calls: November 26th through December 10th

Fire – 60

Rescue - 167

E. Ambulance Billing

November 1-30, 2019

\$ 235,427.00 has been billed out to insurance companies (307 insurance claims)

<\$105,942.15 > approximate amount we will have to write off due to mandatory adjustments/write-offs
(45% of \$235,427.00)

\$ 129,484.85 is the anticipated, approximate net revenue from these insurance billings

Deposited into Bank:

\$ 78,984.02 deposited into the bank November 1-30, 2019.

5,257.23 in Credit/Debit card payments for November 1-30, 2019.

\$84,241.25 TOTAL November 1-30, 2019 rescue fee revenue

Statement Billing:

350 statements were mailed to patients for unpaid account balances.

These statements totaled \$ 189,297.61

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

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F. Manpower Report Staffing

Staffing Report from 11/25/2019 through 12/1/2019

Monday	AM	Full	
Monday	PM	Full	
Tuesday	AM	Full	
Tuesday	PM	Full	
Wednesday	AM	E31	3-Person
Wednesday	PM	E41	3-Person
Thursday	AM	Full	
Thursday	PM	Full	
Friday	AM	Full	
Friday	PM	Full	
Saturday	AM	E1, T21	3-Person
Saturday	PM	Full	
Sunday	AM	Full	
Sunday	PM	Full	

Staffing Report from 12/2/2019 through 12/8/2019

Monday	AM	Full	
Monday	PM	Full	
Tuesday	AM	Full	
Tuesday	PM	Full	
Wednesday	AM	E41	3-Person
Wednesday	PM	Full	EMS Sup 2 OOS
Thursday	AM	Full	
Thursday	PM	Full	
Friday	AM	Full	
Friday	PM	Full	
Saturday	AM	Full	
Saturday	PM	Full	
Sunday	AM	E41	3-Person
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: 12/03/2019

- Nearly 180 people of all ages attended the Holly Jolly Holidays event hosted at the Bellevue Public Library during the afternoon on Saturday, Nov. 30. Children and adults could try their hands at make-and-take holiday crafts, as well as explore a "Winter Wonderland" for the senses in the Children's Area. Hot chocolate and cookies were provided. Holly Jolly Holidays was held in conjunction with the Olde Towne Christmas and Light Up Bellevue celebration later that evening and was a collaborative effort of the Children's, Young Adult, and Adult Services departments.
- Teens and adults enjoyed making Vegan Lotion Bars in a DIY maker program held at the library on Monday, Nov. 25. Two hour-long sessions were held with guest instructors Michelle Boyce and Connie Barnard (who is a staff member at the library). Presenters showed participants how to make their own natural, eco-friendly lotion bars for the winter. This a joint program of the Young Adult and Adult Services departments.
- Since November, the library has been hosting a Smithsonian Institution Traveling Exhibition Service (SITES) poster exhibition entitled "World War I: Lessons and Legacies." The eight-poster exhibit explores the history of the war and its lasting impact on American life. These included wartime technologies and medical advances, as well as cultural changes that helped lead to the right to vote for women. The exhibit is organized by SITES and the National Museum of American History, with funding from the United States World War I Centennial Commission and the Smithsonian Women's Committee.
- Winners were announced in the second annual Mini Thanksgiving Parade held at the library in November. Entries were shoebox-sized floats created and decorated by individuals and families. "A Turtle Named Sunshine" was the winner for individuals under 12 years of age; "Scotties on Ice" was the winner for individuals over 12 years of age; and "Hansel and Gretel" was the winner for the family category. Gift certificates donated by Chick-fil-A were given to the winners. The public had an opportunity to vote on the entries, which were on display from Nov. 19 to Dec. 1.



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: 12/10/2019

- The Bellevue Public Library handed out another 25 free passes to the Omaha Children's Museum on Monday, Dec. 2, starting at 6 p.m. These family admission passes admit up to four persons for a one-time visit to the Museum and are good through May 21, 2020. The library has handed out 75 passes from October through December and will have another 75 passes to distribute in 2020. The passes are made possible through a partnership of the Friends of the Bellevue Public Library and the Omaha Children's Museum.
- The annual Holiday Music Series at the Bellevue Public Library kicked off with performances by the Bellevue East High School E. Street Jazz group and the Take II Show Choir at noon on Wednesday, Dec. 4. On Dec. 5, the Celtic Boulevard music group performed in the evening. Concerts are scheduled for noon on Dec. 11 and for 6:30 p.m. on Dec. 12, featuring the Bellevue East High School Jazz Band and the Ring of Flutes, respectively. The final concert will feature the Bit of Bronze Handbell Ensemble at noon on Wednesday, Dec. 18. These concerts are free and open to all ages. Over 330 persons attended the first two concerts.
- The Bellevue Public Library was proud to receive a "Thank You" award from the Bellevue Public Schools through their BPS Connect program. Library Director Julie Dinville received the award from BPS representative Garrett Sims for partnering with the school on various programs throughout the year.
- The library has a special holiday tree display this year thanks to Mike Beccard, City employee with the Public Works Department, who decorated a tree using a Harry Potter theme. In addition to the tree, there are also special Harry Potter related decorations and displays.
- Registration opened Dec. 5 for an American Red Cross Babysitting Certification course the library will host on Saturday, Dec. 28th. The course is open to a maximum of 20 students (ages 11-18), for an all-day training. Registration can be made at the front desk of the library for this program, which is being coordinated by the Young Adult Department.



City of Bellevue
Office of the Planning Department

MEMORANDUM

TO: City Council Members
Mayor Rusty Hike
City Administrator Jim Ristow
FROM: Tammi Palm, Land Use Planner *tp*
DATE: December 10, 2019
RE: Administrator's Report for the Planning Department

I have had the following meetings since December 2, 2019:

- Met with a builder to discuss construction of a church
- Had a pre-application meeting with TD2 and an interested industrial developer
- Had a Hard Surface Parking Committee meeting regarding the gravel parking lot at St. James United Methodist Church at 4343 Capehart Road
- Met with a party interested in industrial development in the city
- Have discussed a new multi-family residential building with a local architect
- Met with a local developer to discuss a new single family residential development

Staff has been getting prepared for the upcoming December 19, 2019 Planning Commission meeting. There are two items on the agenda: a small subdivision plat and rezoning application for Whispering Timber Estate Replat 6; and site plan approval for Belle Plaine Apartments near Grenoble Drive and Fort Crook Road South.

Dianna Van Horn began as our Planning Secretary on December 9, 2019. Dianna previously worked for the Permits Department, and we are happy to have her as an addition to the Planning Department.

INTEROFFICE MEMORANDUM

TO: JIM RISTOW
FROM: CHIEF ELBERT
SUBJECT: DIRECTORS BRIEF
DATE: 12/10/2019



Kicking off the "Drive Sober or Get Pulled Over" campaign with a SFST training course with our partnering agencies. Sgt. Joe Milos is very instrumental in this each year. Yet another example of our joint efforts with our local partners.

Holiday Heroes event was a great success. Many people work behind the scenes to make this go over so well every year. That said Roger Cox in our Special Services Unit with Nicole Clark do much of the heavy lifting. Over 100 kids were part of this year's event. Big thank you to our staff (Fire and PD) and community for making this go.

Received the OPS board approved SRO contract. On the agenda for Council approval.

The start of 2020 will be the end of paper citations by mandate of the State. We are training the last handful of officers needing to make this switch. Due to the cars being delayed by Ford we have a few cars that need the proper equipment installed but this too is being worked around and will not be an issue.

Continue to work with the City and Legal and personnel issues.

The 5 new recruits started work Monday the 9th. We graduated one from FTO that has been assigned to her patrol team home. Basic training in GI will commence next month.

I attended a training session on this past year's flood put on by the State. I also attended a rail car incident training as well.

Mark Elbert

From: Brett Foreman
Sent: Monday, December 2, 2019 12:03 PM
To: Mark Elbert; Dave Stukenholtz
Subject: Re: Weekly Stats

Apologies, the days of the Inspectors were not accurate.

CE1 - Monday Nov 25, 2019 thru Wednesday Nov 27, 2019

CE2 - Monday Nov 25, 2019 thru Wednesday Nov 27, 2019

CE3 - Monday Nov 25, 2019 thru Wednesday Nov 27, 2019

From: Brett Foreman
Sent: Monday, December 2, 2019 10:51 AM
To: Mark Elbert; Dave Stukenholtz
Subject: Weekly Stats

CE1 – Monday Nov 18, 2019 thru Thursday Nov 21, 2019

CE2 – Monday Nov 18, 2019; Wednesday Nov 20, 2019 thru Friday Nov 22, 2019

CE3 – Monday Nov 18, 2019 thru Friday Nov 22, 2019

Calls – 157

Notices –38

Zoning – 5

Clean Ups – 0

Tree Removal – 0

Certified Notices – 0

Officer Initiated – 18

Towed Vehicles – 1

Red Tags – 4

Mark Elbert

From: Brett Foreman
Sent: Monday, December 9, 2019 9:34 AM
To: Mark Elbert; Dave Stukenholtz
Subject: Weekly Stats

CE1 – Monday Dec 2, 2019 thru Friday Dec 6, 2019
CE2 – Monday Dec 2, 2019 thru Friday Dec 6, 2019
CE3 – Monday Dec 2, 2019 thru Tuesday Dec 3, 2019

Calls – 210

Notices – 61

Zoning – 3

Clean Ups – 0

Tree Removal – 0

Certified Notices – 8

Officer Initiated – 33

Towed Vehicles – 1

Red Tags – 8