

AGENDA
BELLEVUE CITY COUNCIL MEETING
MONDAY, NOVEMBER 13, 2017, 6:00 P. M.
BELLEVUE CITY HALL
210 WEST MISSION AVENUE

1. **PLEDGE OF ALLEGIANCE** – Arrow of Light Den, Cub Scout Pack 469
- 1a. **INVOCATION** – Fr. Tom Jones, Church of the Holy Spirit, 1305 Thomas Drive
2. **CALL TO ORDER AND ROLL CALL**
- 2a. **OPEN MEETINGS ACT** – Posted in the Entry to the Council Chambers
3. **APPROVAL OF AGENDA, CONSENT AGENDA, MINUTES AND ADVISORY COMMITTEE SREPORTS:**
 - a. Approval of Agenda.
 - b. Approval of Consent Agenda.
NOTE: All items noted with an asterisk are automatically approved when the consent agenda is approved unless removed by the Mayor or a Council Member.
 1. *Approval of the Minutes of the October 23, 2017, Meeting of the City Council
 2. *Acknowledge Receipt of the Minutes of the October 19, 2017, Meeting of the Planning Commission
 3. *Approval of Claims
 4. *Approval of Applications for Waivers of Hunting Regulations (City Clerk/Police Department)
 5. *Authorizing the Cancellation of the December 25, 2017, Council Meeting and Authorizing Staff to Pay Bills that cannot be Held Over until the January 8, 2018, Council Meeting (City Clerk)
 6. *Approving the Appointment of Barbara Bolter as a member of the Firefighters Retirement Committee (Mayor/City Administrator)
 7. *Approval of a Five-Year Contract with CenturyLink for our Prime Rate Service (PRS) (Fire Chief)
 8. *Approval of the Agreement with Lockton for the 2018 Employee Wellness Program (Finance Director)
4. ***APPROVAL OF CLAIMS** (Approved as part of the Consent Agenda)
5. **SPECIAL PRESENTATIONS:**
 - a. Sarpy County Economic Development Corporation – 3rd Quarter Update (Andrew Rainbolt)
 - b. Presentation and Request for Approval of the Annual Renewal of the City Employee Medical, Dental, Vision, Legal, Life, and Disability Insurance for 2018 (Mike Williams)
6. **LIQUOR LICENSES: None**
7. **ORDINANCES FOR ADOPTION (3rd reading):**
 - a. **Ordinance No. 3887: Rezoning Lot 1, Southeast Plaza**, from BGH to ML for the purpose of Light Industrial Use Applicant: Brent Beller for Fullenkamp, Doyle, & Jobeun Location: 909 Fort Crook Road North (Planning Director)
 1. **Resolution No. 2017-22: Request for Approval** of the Redevelopment Project Plan for Lot 1, Southeast Plaza Applicant: Marathon Equity, LLC Location: 909 Fort Crook Road North
8. **ORDINANCES FOR PUBLIC HEARING (2nd reading): None**
9. **ORDINANCES FOR INTRODUCTION (1st reading):**
 - a. **Ordinance No. 3888: Amending Sections 5.24, 5.27, and 5.28** of the Bellevue Zoning Ordinance regarding Outdoor Storage of Automobiles, Boats, and Recreational Vehicles in Operable Condition Applicant: City of Bellevue (Planning Director)
 - b. **Ordinance No. 3889: Relative to the City of Bellevue Cemetery's** compliance to State Statute (City Administrator/Public Works Director/Parks Superintendent)
 - c. **Ordinance No. 3890: Issuance of Highway Allocation Fund Bonds**, Series 2017, in an amount up to \$4,000,000 aggregate (Rogers/Wickham/Finance Director) *Staff requests the statutory rule requiring reading on three different days be suspended and the vote taken after the public hearing is held at this meeting.*
 - d. **Ordinance No. 3891: Issuance of Public Safety Tax Anticipation Refunding Bonds** in an amount up to \$2,030,000 aggregate (Rogers/Wickham/Finance Director) *Staff requests the statutory rule requiring reading on three different days be suspended and the vote taken after the public hearing is held at this meeting.*
 - e. **Ordinance No. 3892: Authorizing the City to enter into a Lease-Purchase Transaction** with a Trustee and Approving an Associated Issuance of Certificates of Participation Transaction in an amount up to \$5,000,000 for the Acquisition of certain City Swimming Pool Additions and Improvements and City Hall Acquisition and Improvements (Rogers/Wickham/Finance Director) *Staff requests the statutory rule requiring reading on three different days be suspended and the vote taken after the public hearing is held at this meeting.*

10. **PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:**

- a. **Public Hearing on the Request** of the Bellevue Economic Enhancement Foundation in partnership with the Salvation Army and Marathon Ventures for a Fireworks Display at 901 Fort Crook Road North on November 17, 2017, at approximately 6:45 p.m., in conjunction with the Salvation Army Big Red Kettle 2017 Community Kick-off Celebration (City Clerk)
- b. **Public Hearing on the Approval of the Final Plat** of Lots 1 through 81 and Outlots A through H, Belle Lago Applicant: Boyer-Young Development General Location: 45th Street and Capehart Road (Planning Director)
 1. Approval of the Belle Lago Subdivision Agreement

11. **RESOLUTIONS:**

- a. **Resolution No. 2017-23: Approving the Extension of the Water Franchise Agreement** with MUD for 25 years (City Administrator)

12. **CURRENT BUSINESS:**

- a. **Authorization to Participate** in the Smart Cities Lab with a fee of \$2,500 to be taken from Community Betterment (Mayor)
- b. **Approval of the Administration's Recommendation** to Terminate the Agreement with Socrata for a full OpenData Portal (Assistant City Administrator)
- c. **Approving the Purchase** of one 2018 Ford F150 for the Fire Department through the State of Nebraska Contract for \$30,475, plus approximately \$2,900 to outfit it for service, totaling \$33,375 (Fire Chief)
- d. **Approving the Purchase** of Radios in the Ongoing Upgrade Process for the Fire Department from Motorola for a Capital Expenditure of \$286,984 (Fire Chief)
- e. **Approving the Purchase** of Radios in the Ongoing Upgrade Process for the Police Department from Motorola for a Capital Expenditure of \$199,947.42 (Acting Police Chief)
- f. **Approval of and Authorization for the Mayor** to Sign the Mini-Grant Award from the Nebraska Commission on Law Enforcement and Criminal Justice for up to \$31,986.43 to Purchase and Install Five Computer Tablets and Equipment for Vehicles in order to Implement an eCitations Program (Acting Police Chief)
- g. **Approving the Purchase** of Furniture from All Makes for 1500 Wall Street, not to exceed \$110,000, and Waive Council Policy 4 Purchasing Requirements (Finance Director)
- h. **Approval of and Authorization for the Mayor** to Sign the Interlocal Agreement with Sarpy County and Approve the Proposal and Agreement for Professional Services from Felsburg, Holt & Ullevig, in an amount not to exceed \$118,000, to complete a Feasibility Study on the Section of 36th Street from N-370 to Cornhusker Road (Public Works Director)
- i. **Approving the Purchase** of Three Single-Axle Dump Trucks and associated Hydraulic, Snow Plow, Dump Body, and GPS Equipment for the Street Department per the current City of Omaha pricing extended to Bellevue by Cornhusker International in the amount of \$501,870 (\$167,290 each) (Public Works Director/Streets Superintendent)

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

14. **PUBLIC REQUESTS TO BE HEARD**

15. **CLOSED SESSION:**

- a. **City Owned Property on South 36th Street, North of Capehart**

16. **ADJOURNMENT**

MINUTE RECORD

Bellevue City Council Meeting, October 23, 2017, Page 1

A regular meeting of the Mayor and Council of the City of Bellevue was called to order by Mayor Rita Sanders at the Bellevue City Hall on the 23rd day of October, 2017, at 6:00 p.m. Present were Council Members Paul Cook, Pat Shannon, Donald Preister, Thomas Burns, and Jim Moudry. John Hansen was absent.

Notice of this meeting was given in advance thereof by publication in the Bellevue Leader and posting in three 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

Mayor Sanders led in the Pledge of Allegiance.

Open Meetings Act

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

Approval of the Agenda

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

Approval of the Consent Agenda

Motion was made by Cook, seconded by Burns, to approve the consent agenda which included the following: Minutes of the October 9, 2017 meeting; the Claims; the Memorandum of Understanding with the Civilian Employees Association of Bellevue to modify work schedules for a period of time; Resolution No. 2017-20: Amending the Master Fee Schedule to add fees for Administrative Review of building and wall mounted antennas and to add fees for the Southern Sarpy Watershed Partnership, corresponding with actions previously taken by City Council; purchasing two 2018 Ford Expeditions on the State of Nebraska bid for \$38,429 each, total of \$76,858, plus approximately \$3000 each to outfit them for service; purchase of six Port Extreme Switches for the Internet and Phone Systems at 1510 Wall Street for \$16,215, and Approving and Authorizing Mayor to sign the First Addendum to Lease with Zach and Allison Schnabel. Roll call vote on the motion was as follows: Cook, Shannon, Preister, Burns, and Moudry voted yes; voting no: none; absent: Hansen. Motion carried.

SPECIAL PRESENTATIONS

Update on Mason Park Project

Gus von Roenn, Executive Director with Omaha Permaculture, and Katie Swanson, a Project Landscape Architect with Big Muddy Workshop, were present to give an update on the Mason Park Permaculture Master Plan. An illustration was shown to the Council on the project vision, the permaculture concept, and on permaculture values for the Mason Park Project. Discussion ensued.

LIQUOR LICENSES: None

ORDINANCES:

Ordinance No. 3887: Rezoning Lot 1, Southeast Plaza, from BGH to ML for the Purpose of Light Industrial Use, Applicant: Brent Beller for Fullenkamp, Doyle, & Jobeun Location: 909 Fort Crook Road North (1st Reading)

Ordinance No. 3887, an ordinance to amend the official zoning map of the City of Bellevue, Nebraska, as provided for by Article 3 of Ordinance No. 3619 by changing the zone classification of land located at or about 909 Fort Crook Road North, more particularly described in Section 1 of the Ordinance and to provide an effective date, was read by title only for the second time and was presented for public hearing.

Mr. Brent Beller briefly reviewed the proposed request to rezone and the Redevelopment Plan. Discussion ensued. With no further questions or comments from the Council, Mayor Sanders opened the public hearing. No one in the audience came forward to speak in support of or in opposition to the ordinance. Mayor Sanders declared the public hearing closed.

Mayor Sanders stated the third and final reading will be held at the next Council meeting on November 13th.

PUBLIC HEARINGS ON MATTERS OTHER THAN ORDINANCES: None

MINUTE RECORD

Bellevue City Council Meeting, October 23, 2017, Page 2

RESOLUTIONS:

Resolution No. 2017-21: Approve and Authorize the Mayor to Sign Labor Agreement with the Bellevue Professional Management Association for four years

Motion was made by Preister, seconded by Burns to approve and authorize the Mayor to sign the Labor Agreement with Bellevue Professional Management Association for the period of October 1, 2017 through September 30, 2021.

Council discussion ensued. Mrs. Karen Jackson, Administrative Services Director, was present to answer questions.

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

CURRENT BUSINESS:

Approval of and Authorization for the Mayor to sign Agreement with Alfred Benesch & Company for the 2018 Resurfacing Project for \$54,644.68

Motion was made by Shannon, seconded by Cook to approve and authorize the Mayor to sign an Agreement with Alfred Benesch & Company for the 2018 Resurfacing Project for \$54,644.68. Roll call vote on the motion was as follows: Cook, Shannon, Preister, Burns, and Moudry voted yes; voting no: none; absent: Hansen. Motion carried.

ADMINISTRATION REPORTS

Mayor Sanders asked if there were any questions for City Administrator Mangiamelli or any of the Directors on the report presented. Mr. Shannon pointed out the nice thank you letter the Council received from One World Health Center for the capital gift they received from the Bellevue Community Betterment Fund to equip an exam area at Ones World's Bellevue clinic, which he stated is a great project and he is appreciative of the thank you. Mr. Preister stated there has been more progress done by the Tree Committee on assessing all the trees and he will visit with Mr. Larry Burks and have it included on the next report.

PUBLIC REQUESTS TO BE HEARD:

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

Mr. Michael Wills spoke on the City Cemetery and is pleased to see the cemetery being run per the handbook, which is published and provided to anyone purchasing a lot. He stated he understands there may be a change pertaining to the cemetery rules and will read those changes, which he will then address. He strongly believes the rule which now states, Veterans have only American flags placed in the flag holders provided by the County and the State, be continued.

Mr. Chuck Fredrick thanked Mr. Shannon for looking out for all the taxpayers. He would like to find out where money went when teams paid World Baseball Village because he feels these teams should be paid back by World Baseball Village. He noted a couple of corrections on what he said at previous meeting. First when talking about a recall costing "a lot of money," he stated, he had said, "\$30,000 plus." Secondly, he stated he feels there should be both a monthly financial and a monthly balance sheet, plus the State Auditor needs to come and check books like he has said several times.

Mr. Allen Holley spoke on the City Cemetery, stating his concern today was on the flag holders and how this problem can't seem to be solved. He feels the City needs to leave the regulations alone, stating only American flags should be allowed in the flag holders. He is concerned if regulations are changed, who will be responsible for making decision on what flag is allowed or not allowed.

Mayor Sanders asked for additional comments from the public. No one came forward to speak. Mayor Sanders closed the public requests to be heard section of the meeting.

CLOSED SESSION: None

MINUTE RECORD

Bellevue City Council Meeting, October 23, 2017, Page 3

ADJOURNMENT:

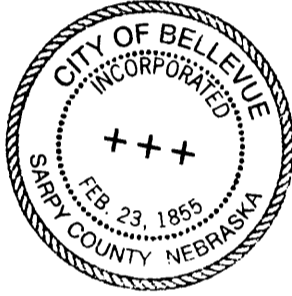
There being no further business to come before the Council at this time, on motion by Shannon, seconded by Preister, at 6:52 p.m. the meeting adjourned.



Susan Kluthe, Deputy City Clerk

Rita Sanders, Mayor

I, the undersigned, Deputy City Clerk of the City of Bellevue, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the Mayor and Council on October 23, 2017; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and readily available for public inspection at the office of the City Clerk; that such subjects were contained in said agendas for at least twenty-four hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.





Deputy City Clerk

*36.2
11-13-17

MINUTE RECORD

Bellevue Planning Commission Meeting, October 19, 2017, Page 1

The Bellevue Planning Commission held a regular meeting on Thursday, October 19, 2017 at 7:00 p.m. in the Bellevue City Council Chambers. Upon roll call, present were Commissioners Madden, Cain, Smith, Baumgartner, Jacobson, Ackley, Casey, and Ritz. Also present were Chris Shewchuk, Planning Director and Tammi Palm, Land Use Planner.

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

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

Motion was made by Madden, seconded by Cain, to approve the minutes of the September 21, 2017 regular meeting as presented. Upon roll call, all present voted yes. Motion carried unanimously.

Motion was made by Madden, seconded by Ritz, 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.

The following item was on the consent agenda:

Request to final plat Lots 1 through 81, and Outlots A through H, Belle Lago, being a platting of Tax Lots 14 and 15, located in the Northwest ¼ of Section 8, T13N, R13E of the 6th P.M., Sarpy County, Nebraska. Applicant: Boyer-Young Development. General Location: 48th Street and Capehart Road. Case #: S-1709-12.

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

MOTION made by Casey, seconded by Cain, to recommend APPROVAL of a request to final plat Lots 1 through 81, and Outlots A through H, Belle Lago, being a platting o Tax Lots 14 and 15, located in the Northwest ¼ of Section 8, T13N, R13E of the 6th P.M., Sarpy County, Nebraska. Applicant: Boyer-Young Development. Case #: S-1709-12. APPROVAL based upon conformance with the preliminary plat.

This item will proceed to CITY COUNCIL for PUBLIC HEARING on November 13, 2017.

Jacobson explained the public hearing procedures.

PUBLIC HEARING was held on a request for approval to amend Section 5.24, BGH Heavy General Business District, Section 5.27, ML Light Manufacturing District, and Section 5.28, MH Heavy Manufacturing District, City of Bellevue Zoning Ordinance, regarding outdoor storage. Applicant; City of Bellevue.

Shewchuk explained in August the Planning Commission was presented a text amendment to allow the storage of automobiles, boats, and recreational vehicles in operable condition as part of the CUP (Conditional Use Permit) for self-storage facilities in the BGH zoning district. As staff was reviewing the amendment to move forward to City Council, it was decided the proposed amendment was an appropriate use in the ML and MH zoning districts as well. The amendment has been expanded to not only include the BGH Zoning District, but to include the ML and MH zoning districts to allow storage of operable automobiles, boats, and recreational vehicles. Landscaping and fencing requirements would need to be met in the three districts. Commercial parking lots and automobile sales are allowed in the three districts; therefore, it was determined to allow the storage of the vehicles as long as they are operable.

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

Smith questioned if there are any commercial parking lots in the City of Bellevue. Shewchuk replied not that he is aware of. He stated commercial parking lots are a permitted use in the three districts.

Smith inquired if it is fair to say typically in many cases the commercial parking lots support business operations. Shewchuk replied yes. Smith questioned if there is sufficient available property in the ML and MH zoning districts to accommodate a demand for outdoor storage of automobiles, recreational vehicles and boats. Shewchuk explained the city does not have many vacant ML and MH properties.

MINUTE RECORD

Bellevue Planning Commission Meeting, October 19, Page 2

Shewchuk stated the city does not typically zone vacant areas. There are quite a few areas to the south in the city designated for the proposed use; however they are not zoned for the use.

Smith stated her concern is adding a use which is typically found in an industrial zone. She has concerns with the proposed use diminishing the appearance of the zone and causing detriment to surrounding businesses. Shewchuk explained in the BGH zoning district the use would need a conditional use permit. He stated the use would need to go in front of Planning Commission and City Council for approval. If there are concerns they would be addressed at the time the CUP is presented for public hearing. Smith clarified this is currently not allowed in the BGH zoning district. Shewchuk stated that is correct. Conversation ensued on this topic.

Ackley referred to a previous zoning request for a property located on the southwest corner of 36th and Cornhusker. He mentioned the applicant had a towing company and wanted to be able to tow the vehicles to his property. Shewchuk replied the applicant was zoned ML; however his vehicles were not operable.

Ackley inquired how many properties are available in the city to store vehicles. Shewchuk replied there are some associated with self-storage facilities. Conversation ensued on this topic.

Shewchuk explained the proposed amendment is due to an inquiry the Planning Department received regarding a storage facility in a ML zoning district off of 36th Street and Cedar Island Road.

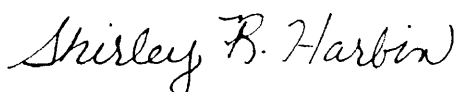
MOTION was made by Casey, seconded by Ritz, to recommend APPROVAL of a request to amend Section 5.24, BHG Heavy General Business District, Section 5.27, ML Light Manufacturing District, and Section 5.28, MH Heavy Manufacturing District, City of Bellevue Zoning Ordinance, regarding outdoor storage. Applicant: City of Bellevue. APPROVAL based upon the Planning Department's recommendation. Upon roll call, Madden, Cain, Baumgartner, Jacobson, Ackley, Casey, and Ritz all voted yes. Smith voted no yes. MOTION carried.

This item will proceed to CITY COUNCIL for PUBLIC HEARING on November 27, 2017.

Motion made by Ackley, seconded by Cain, to elect Jacobson as Chairman by acclamation.

Motion made by Jacobson, seconded by Ackley, to elect Ritz as Vice Chairman by acclamation.

Meeting adjourned at 7:13 p.m.



Shirley R. Harbin
Planning Assistant

MINUTE RECORD

*36.3
11.13.17

CLAIMS FOR NOVEMBER 13, 2017

PAGE 1

MAYOR

CAKE SPECIALISTS	CAKE FOR DEDICATION	144.00
DILLONS CUSTOMER CHARGES	SUPPLIES FOR FOUNTAIN DEDICATION	34.11
DOLLAR GENERAL	SUPPLIES FOR FOUNTAIN DEDICATION	12.84
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		\$ 190.95

CITY ADMINISTRATOR

BELLEVUE CHAMBER OF COMMERCE	PARTNERS IN EXCELLENCE DINNER	25.00
DILLONS CUSTOMER CHARGES	SUPPLIES FOR OFFICE	41.28
EMPLOYEE BENEFITS SYSTEMS	EMPLOYEE BENEFITS SYSTEMS-NOV	6,121.02
ICMA	RENEW MEMBERSHIP-2018	738.00
INTERNATION ICMA CONFERENCE	CREDIT ON LODGING-BURKS	(43.00)
LARRY D BURKS	REIMB CONFERENCE EXPENSES	367.65
LEAGUE OF NEBRASKA MUNICIPALITIES	PRECONFERENCE REGISTRATION	118.00
MATRIX BUSINESS SYSTEMS	COPIER EXPENSE	56.19
METLIFE DIVISION 1	DENTAL INSURANCE-NOV 2017	93.39
NEBRASKA DEPARTMENT OF LABOR	2017 QTR 3 UNEMPLOYMENT	3,672.00
RELIANCE STANDARD LIFE INSURANCE	LIFE INS-NOV 2017	38.45
RELIANCE STANDARD LIFE INSURANCE	LTD INS-NOV 2017	70.53
SARPY COUNTY CHAMBER OF COMMERCE	LEGISLATIVE LUNCHEON	30.00
U.S. CELLULAR	MONTHLY CHARGES-SEP 2017	129.50
US BANK VOYAGER - OCT 2017	FUEL	91.19
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		\$ 11,549.20

CITY COUNCIL

BELLEVUE CHAMBER OF COMMERCE	PARTNERS IN EXCELLENCE DINNER	25.00
KNIGHTS OF COLUMBUS	KOC BLUE COAT BANQUET-SHANNON	21.00
METLIFE DIVISION 1	DENTAL INSURANCE-NOV 2017	83.41
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		\$ 129.41

LEGAL

ADAMS & SULLIVAN, PC, LLO	RETAINER-OCT 2017	5,850.00
ADAMS & SULLIVAN, PC, LLO	EMPLOYEE MATTERS	21,711.25
ADAMS & SULLIVAN, PC, LLO	BPOA, FOP #59	371.25
ADAMS & SULLIVAN, PC, LLO	MACE, JERRY & EILEEN	1,031.25
ADAMS & SULLIVAN, PC, LLO	BEST WESTERN	41.25
ADAMS & SULLIVAN, PC, LLO	LITIGATION MATTERS	577.50
ADAMS & SULLIVAN, PC, LLO	REDEVELOPMENT PROJECT	264.00
ADAMS & SULLIVAN, PC, LLO	WORLD BASEBAL VILLAGE	430.00
ADAMS & SULLIVAN, PC, LLO	BIG JOHN'S CAR WASH	233.00
MARK A KLINKER	NOVEMBER 2017 RETAINER	500.00
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		\$ 31,009.50

CABLE ADVISORY

U.S. CELLULAR	MONTHLY CHARGES-SEP 2017	64.74
EMPLOYEE BENEFITS SYSTEMS	EMPLOYEE BENEFITS SYSTEMS-NOV	3,857.20
METLIFE DIVISION 1	DENTAL INSURANCE-NOV 2017	62.26
RELIANCE STANDARD LIFE INSURANCE	LIFE INS-NOV 2017	20.59
RELIANCE STANDARD LIFE INSURANCE	LTD INS-NOV 2017	29.47
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		\$ 4,034.26

MINUTE RECORD

CLAIMS FOR NOVEMBER 13, 2017

PAGE 2

CITY CLERK

ALR SYSTEMS & SOFTWARE, INC	USER FEE FOR ALR	533.00
EMPLOYEE BENEFITS SYSTEMS	EMPLOYEE BENEFITS SYSTEMS-NOV	2,681.91
MATRIX BUSINESS SYSTEMS	COPIER EXPENSE	89.74
METLIFE DIVISION 1	DENTAL INSURANCE-NOV 2017	62.26
OMAHA WORLD HERALD CO	LEGAL ADS	575.62
RELIANCE STANDARD LIFE INSURANCE	LIFE INS-NOV 2017	17.57
RELIANCE STANDARD LIFE INSURANCE	LTD INS-NOV 2017	24.97
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		\$ 3,985.07

FINANCE/RISK MANAGEMENT/SAFETY

AMAZON	OFFICE SUPPLIES	78.67
EMPLOYEE BENEFITS SYSTEMS	EMPLOYEE BENEFITS SYSTEMS-NOV	6,962.91
INDOFF	OFFICE SUPPLIES	243.04
MATRIX BUSINESS SYSTEMS	COPIER EXPENSE	216.86
METLIFE DIVISION 1	DENTAL INSURANCE-NOV 2017	249.04
OMAHA WORLD HERALD CO	LEGAL ADS	281.98
RELIANCE STANDARD LIFE INSURANCE	LIFE INS-NOV 2017	72.68
RELIANCE STANDARD LIFE INSURANCE	LTD INS-NOV 2017	117.10
SCOTT MICHEELS	MEMBERSHIP DUES-2018	310.00
U.S. CELLULAR	MONTHLY CHARGES-SEP 2017	64.74
VAST CONFERENCE REBILL	MONTHLY CONFERENCE FEE	22.57
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		\$ 8,619.59

LIBRARY

AMAZON	OFFICE SUPPLIES, AUDIO BOOKS	491.41
BLACK HILLS NEBRASKA GAS UTILITY CO	MONTHLY SERVICE-2017-10-17	33.90
CENTER POINT LARGE PRINT	LARGE PRINT BOOKS	23.37
COX BUSINESS SERVICES	MONTHLY SERVICE-2017-10-24	107.39
DEX MEDIA EAST	RENEW SUBSCRIPTION	494.00
ELM USA, INC	CENTER SEAL, WATER FILTER	27.18
EMPLOYEE BENEFITS SYSTEMS	EMPLOYEE BENEFITS SYSTEMS-NOV	8,288.17
INDOFF	OFFICE SUPPLIES	73.88
INGRAM LIBRARY SERVICES	BOOKS	2,905.21
KRISTINE WOODS	REIMB TRAINING EXPENSES	327.73
MARCO, INC	COPIER EXPENSE	281.22
METLIFE DIVISION 1	DENTAL INSURANCE-NOV 2017	249.04
PURCHASE POWER	REFILL POSTAGE METER	2,000.00
RECORDED BOOKS	AUDIO BOOKS	123.60
RELIANCE STANDARD LIFE INSURANCE	LIFE INS-NOV 2017	68.54
RELIANCE STANDARD LIFE INSURANCE	LTD INS-NOV 2017	86.06
STAPLES ADVANTAGE	OFFICE SUPPLIES	182.64
WALMART COMMUNITY	SUPPLIES	19.05
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		\$ 15,782.39

MINUTE RECORD

CLAIMS FOR NOVEMBER 13, 2017

PAGE 3

ADMINISTRATIVE SERVICES/PERSONNEL

EMPLOYEE BENEFITS SYSTEMS	EMPLOYEE BENEFITS SYSTEMS-NOV	10,589.73
INFOSAFE SHREDDING	SHREDDING SERVICE	30.00
INSTITUTE FOR COMMUNITY ALLIANCES	LICENSE FEE	200.00
MATRIX BUSINESS SYSTEMS	COPIER EXPENSE	79.65
METLIFE DIVISION 1	DENTAL INSURANCE-NOV 2017	280.17
PANEBRASKA	SUPPLIES FOR MANAGER'S MEETING	29.94
PAYCHEX of NEW YORK	10/20/17 PAYROLL FEE	1,285.70
PAYCHEX of NEW YORK	10/6/17 PAYROLL FEE	1,519.02
RELIANCE STANDARD LIFE INSURANCE	LIFE INS-NOV 2017	83.81
RELIANCE STANDARD LIFE INSURANCE	LTD INS-NOV 2017	114.94
SECURITY EQUIPMENT	SECURITY MONITORING	84.00
U.S. CELLULAR	MONTHLY CHARGES-SEP 2017	72.00
US BANK VOYAGER - OCT 2017	FUEL	2,307.16
		<u>\$ 16,676.12</u>

PUBLIC WORKS

ATLAS PRESERVATION	SUPPLIES	55.56
BLACK HILLS NEBRASKA GAS UTILITY CO	MONTHLY SERVICE-2017-10-17	5.55
DVORAK LAW GROUP	LEGAL FEES-EBY	665.00
EMPLOYEE BENEFITS SYSTEMS	EMPLOYEE BENEFITS SYSTEMS-NOV	4,791.87
JEO CONSULTING GROUP, INC	PROF SERVICES-STORM SEWER	4,800.00
MATRIX BUSINESS SYSTEMS	COPIER EXPENSE	168.01
METLIFE DIVISION 1	DENTAL INSURANCE-NOV 2017	124.52
NBDC	INSPECTOR SALARY SURVEY	1,500.00
NEBRASKA IOWA SUPPLY CO	DIESEL FUEL	12,175.64
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2017-10-16	266.09
ONE CALL CONCEPTS	DIGGERS HOTLINE MONTHLY	661.98
RELIANCE STANDARD LIFE INSURANCE	LIFE INS-NOV 2017	49.68
RELIANCE STANDARD LIFE INSURANCE	LTD INS-NOV 2017	78.60
U.S. CELLULAR	MONTHLY CHARGES-SEP 2017	603.80
US BANK VOYAGER - OCT 2017	FUEL	341.95
WALMART COMMUNITY	SUPPLIES	14.94
		<u>\$ 26,303.19</u>

PARKS

AMAZON	REFLECTIVE SIGNS, TORCH GLASSES, POWER CORDS, WEED CONTROL	272.47
AMERICAN LIFT AND SIGN SERVICE	SIGN PANELS	175.00
A-RELIEF SERVICES	PORTABLE RESTROOM-CITY PARKS	1,282.00
BLACK HILLS NEBRASKA GAS UTILITY CO	MONTHLY SERVICE-2017-10-17	48.64
COX BUSINESS SERVICES	MONTHLY SERVICE-2017-10-24	363.42
EMPLOYEE BENEFITS SYSTEMS	EMPLOYEE BENEFITS SYSTEMS-NOV	13,705.68
FERGUSON ENTERPRISES INC #1657	PLUMBING SUPPLIES	440.49
HUGHES MULCH PRODUCTS	MULCH	1,600.00
MARCO, INC	COPIER EXPENSE	126.32
METLIFE DIVISION 1	DENTAL INSURANCE-NOV 2017	373.56
METRO LANDSCAPE MATERIALS AND	TREE GRINDING, CLEANING DEBRIS	29,000.00
METRO LEASING	METRO LEASES - 8657	2,395.92
METRO LEASING	METRO LEASES - 8668	5,995.07

MINUTE RECORD

CLAIMS FOR NOVEMBER 13, 2017

PAGE 4

PARKS (cont'd)

METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2017-10-16	554.61
METROPOLITAN UTILITIES DIST	WATER METER, IMPACT FEE-EVERETT SPLASH PAD	14,595.00
PRECISE MRM	POOLED DATA	121.55
RELIANCE STANDARD LIFE INSURANCE	LIFE INS-NOV 2017	99.07
RELIANCE STANDARD LIFE INSURANCE	LTD INS-NOV 2017	135.09
STANDARD HEATING & A/C	HVAC REPAIR-GOLDENROD	201.80
U.S. CELLULAR	MONTHLY CHARGES-SEP 2017	201.21
US BANK VOYAGER - OCT 2017	FUEL	1,378.98
VOGEL WEST	PAINT	235.13
WALKERS UNIFORM RENTAL	UNIFORM SERVICE-11/1/2017	20.13
WESTLAKE ACE HARDWARE	WINTER BAR OIL	119.92
		<hr/>
		\$ 73,441.06

RECREATION

AMAZON	CALENDARS	111.84
COX BUSINESS SERVICES	MONTHLY SERVICE-2017-10-24	88.39
EMPLOYEE BENEFITS SYSTEMS	EMPLOYEE BENEFITS SYSTEMS-NOV	1,356.65
JOHN WHEELER	REFUND WEDDING DEPOSIT	350.00
MATRIX BUSINESS SYSTEMS	COPIER EXPENSE	4.52
METLIFE DIVISION 1	DENTAL INSURANCE-NOV 2017	31.13
MIDWEST STORAGE SOLUTIONS	FOLDING CHAIRS	502.50
RELIANCE STANDARD LIFE INSURANCE	LIFE INS-NOV 2017	12.53
RELIANCE STANDARD LIFE INSURANCE	LTD INS-NOV 2017	18.56
U.S. CELLULAR	MONTHLY CHARGES-SEP 2017	48.97
		<hr/>
		\$ 2,525.09

BUILDING MAINTENANCE

AIR CLEANING TECHNOLOGIES, INC	UPPER HOSES	572.84
APOLLO REFRIGERATION & HEATING	CHANGE FILTERS	429.25
BIG RED LOCKSMITHS	KEYS	80.00
BLACK HILLS NEBRASKA GAS UTILITY CO	MONTHLY SERVICE-2017-10-17	584.89
BUILDERS SUPPLY COMPANY	GUTTERS-GOLDENROD	302.20
CARPENTER PAPER CO	JANITORIAL SUPPLIES	247.79
CONTROL MASTERS, INC	INSTALL PC FOR HVAC AND BOILER	362.50
EMPLOYEE BENEFITS SYSTEMS	EMPLOYEE BENEFITS SYSTEMS-NOV	6,901.83
GENERAL FIRE & SAFETY CO	CHANGE NOZZLE	274.00
HILLYARD	JANITORIAL SUPPLIES	284.92
JACKSON SERVICES, INC	DOOR MAT SERVICE-CITY BUILDINGS	155.74
MARKING REFRIGERATION, INC	MACHINE REPAIR-DIST 3	105.00
MENARDS	LAMPHOLDER, BALLAST, WEED KILLER, CASTERS, ELEC SUPPLIES, LUMBER, MULCH, GUTTER SCREEN, EDGER, CORK TILES, SUPPLIES	1,632.43
METLIFE DIVISION 1	DENTAL INSURANCE-NOV 2017	186.78
METRO LEASING	METRO LEASES - 8668	4,859.67
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2017-10-09	70.58
O'KEEFE ELEVATOR COMPANY	ELEVATOR MAINTENANCE-REPAIR ELEVATOR, WALL ST	829.42
OMAHA DOOR & WINDOW COMPANY	REPLACE DOOR-DIST 2	802.75
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2017-10-22	332.22

MINUTE RECORD

CLAIMS FOR NOVEMBER 13, 2017

PAGE 5

BUILDING MAINTENANCE (cont'd)

PELLA PRODUCTS OF OMAHA	NEW WINDOW FOR REED CENTER	334.06
PLIBRICO REFRACTORY CONSTRUCTION	DUCT WORK INSPECTION	10,338.28
RELIANCE STANDARD LIFE INSURANCE	LIFE INS-NOV 2017	55.15
RELIANCE STANDARD LIFE INSURANCE	LTD INS-NOV 2017	58.60
ROCHESTER MIDLAND CORPORATION	WATER ENERGY TEAM BILLING	260.00
ROTO-ROOTER SERVICES CO	CLEAR MAIN SEWER PIPE	637.00
SECURITY EQUIPMENT	TROUBLESHOOT LOBBY DOOR, MONITORING	1,616.93
SUPPLYWORKS	JANITORIAL SUPPLIES	1,940.09
TRICO MECHANICAL SERVICES	REPLACE COMPRESSOR, COOLER SERVICE, A/C MAINTENANCE	5,915.81
U.S. CELLULAR	MONTHLY CHARGES-SEP 2017	24.00
WESTLAKE ACE HARDWARE	DRAIN CLEANER, COVER FLOOR DRAIN, PLUMBING SUPPLIES, TIES FOR FENCE, PIPE, PLUNGER, SUPPLIES	239.32
		<hr/>
		\$ 40,434.05

CEMETERY

BETTS ENTERPRISES	RESET STONE	200.00
BLACK HILLS NEBRASKA GAS UTILITY CO	MONTHLY SERVICE-2017-10-17	24.32
COX BUSINESS SERVICES	MONTHLY SERVICE-2017-10-24	83.39
EMPLOYEE BENEFITS SYSTEMS	EMPLOYEE BENEFITS SYSTEMS-NOV	1,506.62
KOPPENBERG ENTERPRISES	NICHE COVERS	250.00
MENARDS	PAINT, KNIFE, OIL	41.27
METLIFE DIVISION 1	DENTAL INSURANCE-NOV 2017	62.26
METRO LEASING	METRO LEASES - 8657	2,815.69
RELIANCE STANDARD LIFE INSURANCE	LIFE INS-NOV 2017	15.98
RELIANCE STANDARD LIFE INSURANCE	LTD INS-NOV 2017	22.26
U.S. CELLULAR	MONTHLY CHARGES-SEP 2017	48.97
WESTLAKE ACE HARDWARE	BULK FASTENERS, MASKING TAPE	15.42
		<hr/>
		\$ 5,086.18

STREETS

ASP ENTERPRISES, INC	EROSION SUPPLIES	790.00
ASPHALT & CONCRETE MATERIALS	ASPHALT	1,353.11
BAUM HYDRAULICS CORP	CREDIT	(100.73)
BLACK HILLS NEBRASKA GAS UTILITY CO	MONTHLY SERVICE-2017-10-17	167.19
CONCRETE SUPPLY, INC	CONCRETE	1,142.50
CONSOLIDATED CONCRETE	CONCRETE	389.00
COX BUSINESS SERVICES	MONTHLY SERVICE-2017-10-24	274.17
DREF'S TREE SERVICE, INC	REMOVE DEAD TREE-DOWDING CT	780.00
EMPLOYEE BENEFITS SYSTEMS	EMPLOYEE BENEFITS SYSTEMS-NOV	37,517.47
HOTSY EQUIPMENT CO	HOSES AND PARTS	228.42
IDEAL PURE WATER COMPANY	BOTTLED WATER	46.00
J & J SMALL ENGINE SERVICE	STHIL BAR	45.09
MARCO, INC	COPIER EXPENSE	85.45
MARTIN PRODUCTS SALES	BULK OIL	371.00
MENARDS	LUMBER, FENCING MATERIAL	202.06
METLIFE DIVISION 1	DENTAL INSURANCE-NOV 2017	902.77
METRO COUNT (USA)	ROAD CLEATS	166.00

MINUTE RECORD

CLAIMS FOR NOVEMBER 13, 2017

PAGE 6

STREETS (cont'd)

METRO LEASING	METRO LEASES - 8678	17,387.29
METRO LEASING	METRO LEASES - 8696	24,778.20
METRO LEASING	METRO LEASES - 8713	12,749.50
METRO LEASING	METRO LEASES - 8714	10,408.22
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2017-10-13	88.44
NEBRASKA IOWA SUPPLY CO	GEOMELT	9,375.00
PRECISE MRM	POOLED DATA	110.56
READY MIXED CONCRETE COMPANY	CONCRETE	8,512.23
RELIANCE STANDARD LIFE INSURANCE	LIFE INS-NOV 2017	232.42
RELIANCE STANDARD LIFE INSURANCE	LTD INS-NOV 2017	314.04
TAB CONSTRUCTION	2017 CONCRETE PROJECT	44,765.31
TAPCO	STRAPPING BUCKLES, STEEL STRAPPING	742.30
THIELE GEOTECH	MATERIAL TESTING-BRIDGE REHAB	1,176.00
U.S. CELLULAR	MONTHLY CHARGES-SEP 2017	223.54
UNITED SEEDS	SUPER TURF MIXTURE	450.00
US BANK VOYAGER - OCT 2017	FUEL	1,058.15
WALKERS UNIFORM RENTAL	UNIFORM SERVICE-10-4-2017	46.01
WESTLAKE ACE HARDWARE	SOLVENT, RAIN PONCHOS	21.97
		\$ 176,798.68

FLEET MAINTENANCE

ALLIED OIL & TIRE COMPANY	OIL, GREASE	356.04
ALLMAND BROS, INC	PARTS	711.20
AUTO VALUE PARTS - SOUTH OMAHA	BELT, PARTS	300.41
AUTOMOTIVE WAREHOUSE DIST, INC	PARTS	1,202.99
BAUER BUILT	TIRES	523.90
BAUM HYDRAULICS CORP	SEAL, BEARINGS	217.47
BAXTER CHRYSLER DODGE JEEP	RADIATOR, STRUT TENSIONER, THERMOSTAT, SEAT CUSHION, NOZZLE, FUEL MODULES	1,545.78
BAXTER FORD	PLUGS, HOSES, SEALS	19.40
BELLEVUE TIRE & AUTO SERVICE	SNOW TIRES, TIRES, ALIGNMENT	5,983.72
BLACK HILLS NEBRASKA GAS UTILITY CO	MONTHLY SERVICE-2017-10-17	31.89
CAPE TRUCK ACCESSORIES	BEDMAT	115.00
CORNHUSKER INTERNATIONAL TRUCKS	CLAMP, ABSORBER, EXHAUST PIPE, MUFFLER ASSY, SUPPORT MOUNT, CYLINDER, NAVISTAR EQUIP, SUPPLIES	3,795.04
COX BUSINESS SERVICES	MONTHLY SERVICE-2017-10-24	107.39
CUMMINS CENTRAL POWER	FUEL PUMP TRANSFER	412.39
DANIEL NIEMOLLER	REIMB FOR ASE CERTIFICATION EXAMS	114.00
DANKO EMERGENCY EQUIPMENT	LIGHT FOR GENERATOR, CORD REEL	2,940.49
E2LENS RENEW	PARTS	61.97
EDWARDS CHEVROLET-CADILLAC	HINGES, LATCH	154.37
EMPLOYEE BENEFITS SYSTEMS	EMPLOYEE BENEFITS SYSTEMS-NOV	18,763.53
EXCELLANCE, INC	DOOR SPRINGS	37.96
FACTORY MOTOR PARTS CO	SENSOR KIT, PEDAL, BRAKE CALIPERS, REISITORS, THERMOSTAT, EMISSION CONTROL, SPARK PLUGS, SUPPLIES	600.35
FARM PLAN	SHOULDER STUD, HEX NUT	10.60
FORCE AMERICA, INC	SUCTION STRAINERS, PISTON PUMP	2,596.52
GCR TIRES & SERVICE	TIRES, FEE, FLAP	252.43

MINUTE RECORD

CLAIMS FOR NOVEMBER 13, 2017

PAGE 7

FLEET MAINTENANCE (cont'd)

HOSE & HANDLING, INC	HEATHER HOSE	289.03
INDOFF	OFFICE SUPPLIES	65.98
INLAND TRUCK PARTS CO	GASKET, SEALS, CARTRIDGES	160.88
INTERSTATE BATTERIES	BATTERIES	401.76
INTERSTATE POWER SYSTEMS, INC	STARTER FOR GENERATOR-ENG 41	438.72
J & J SMALL ENGINE SERVICE	V BELT	138.21
JIM HAWK TRUCK TRAILERS	PURGE VALVES, AUTO SLACK, VALVE, CLEVIS KIT, LONG STROKE	1,082.77
KELLY SUPPLY COMPANY	DISPOSABLE GLOVES	90.67
KRIHA FLUID POWER CO	BRASS COUPLER, FITTINGS	220.85
LIONS AUTOMOTIVE, I NC	REPAIR SEAT FRAME-ENG 15	230.00
LOGAN CONTRACTORS SUPPLY	KIT-DELAY RELAY	205.90
MAC QUEEN EMERGENCY GROUP	WATER GAUGE-TRUCK 1	1,358.66
MASTER ELECTRONICS	COMPONENTS	67.59
MASTERS TRANSPORTATION, INC	PARTS FOR HR5D	118.78
MATHESON TRI-GAS INC	WELDING SUPPLIES	155.93
MENARDS	HEX BIT, OIL STABILIZER, EARMUFFS, PLUNGER, WELDING SUPPLIES, CASTERS, WHEEL BARROW, PINS	160.23
METLIFE DIVISION 1	DENTAL INSURANCE-NOV 2017	435.82
MIDWEST TIRE COMPANY	RADIAL TUBE	29.50
MITCHELL 1	PRO ON DEMAND SUBSCRIPTION	1,728.00
MYERS TIRE SUPPLY	VALVE EXTENSION, AIR CHUCK	53.57
NAPA AUTO PARTS	BATBOLT, FITTINGS, CONNECTOR PLUGS, CLAMPS, FILTERS,	1,158.59
NEBRASKA IOWA INDUSTRIAL FASTENERS	FENDER WASHERS, SUPPLIES	236.26
O'REILLY AUTOMOTIVE PARTS	INTERIOR DOOR HANDLE, MINI LAMP, OIL	418.81
P&M HARDWARE	COVER, SUPPLIES	104.31
POWERPLAN	O-RING	56.83
POWERWERX	PARTS	518.07
RELIANCE STANDARD LIFE INSURANCE	LIFE INS-NOV 2017	120.67
RELIANCE STANDARD LIFE INSURANCE	LTD INS-NOV 2017	167.35
TITAN MACHINERY	PIN HANDLE, RING EXT	31.80
TOMASEK MACHINE SHOP	MANUFACTURE SHAFT	175.00
TOOL SHED	TIP HOLE SAW, SHANK, STICK LUBE	424.32
TOYNE, INC	OUTSIDE DOOR HANDLE	1,240.71
TRUCK CENTER COMPANIES	SWITCH	11.90
U.S. CELLULAR	MONTHLY CHARGES-SEP 2017	69.31
US BANK VOYAGER - OCT 2017	FUEL	327.17
WALKERS UNIFORM RENTAL	UNIFORM SERVICE-2017-10-25	72.01
WELDON PARTS INC	LENS	6.74
WESTLAKE ACE HARDWARE	SUPPLIES	1.71
WICK'S STERLING TRUCKS	FITTINGS	17.22
WOODHOUSE FORD SOUTH	BRAKE LINING, ROTOR ASSY, MANIFOLD GASKETS, WATER CONNECTION	832.70

\$ 54,279.17

MINUTE RECORD

CLAIMS FOR NOVEMBER 13, 2017

PAGE 8

PLANNING

BLACK HILLS NEBRASKA GAS UTILITY CO	MONTHLY SERVICE-2017-10-17	(0.17)
EMPLOYEE BENEFITS SYSTEMS	EMPLOYEE BENEFITS SYSTEMS-NOV	4,291.24
MARCO, INC	COPIER EXPENSE	249.43
METLIFE DIVISION 1	DENTAL INSURANCE-NOV 2017	93.39
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2017-10-16	241.10
RELIANCE STANDARD LIFE INSURANCE	LTD INS-NOV 2017	47.82
RELIANCE STANDARD LIFE INSURANCE	LIFE INS-NOV 2017	32.83
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		\$ 4,955.64

PERMITS & INSPECTIONS

BLACK HILLS NEBRASKA GAS UTILITY CO	MONTHLY SERVICE-2017-10-17	12.66
EMPLOYEE BENEFITS SYSTEMS	EMPLOYEE BENEFITS SYSTEMS-NOV	13,109.61
INDOFF	OFFICE SUPPLIES	65.98
MARCO, INC	COPIER EXPENSE	169.04
MARK A SHANKER	REFUND PRECONNECT DEPOSIT	500.00
METLIFE DIVISION 1	DENTAL INSURANCE-NOV 2017	249.04
METRO LEASING	METRO LEASES - 8668	2,602.54
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2017-10-16	321.47
RELIANCE STANDARD LIFE INSURANCE	LIFE INS-NOV 2017	74.16
RELIANCE STANDARD LIFE INSURANCE	LTD INS-NOV 2017	104.47
SHELL SUPER STORE	CAR WASH	3.75
U.S. CELLULAR	MONTHLY CHARGES-SEP 2017	199.75
US BANK VOYAGER - OCT 2017	FUEL	893.80
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		\$ 18,306.27

POLICE/CODE ENFORCEMENT

AMAZON.COM	FACE MASKS, OFFICE SUPPLIES, COMPUTER SUPPLIES, SCANNER	2,371.47
ANTHONY ORSI	REIMB MEALS FOR TRAINING	127.50
ASHLEY MEYERS	REIMB MEALS FOR TRAINING	127.50
BELLEVUE PRINTING COMPANY	FIELD INTERVIEW CARDS	498.20
BLACK HILLS NEBRASKA GAS UTILITY CO	MONTHLY SERVICE-2017-10-17	120.73
CDWG GOVERNMENT	COMPUTER SUPPLIES	648.42
CIOX - HEALTHPORT	SUBPEONA FOR INVESTIGATIONS	56.50
CITY OF LAWRENCE, KS	TRAINING	300.00
CONSOLIDATED MANAGEMENT CO	MEALS FOR TRAINING AT THE ACADEMY	340.94
COX BUSINESS SERVICES	MONTHLY SERVICE-2017-10-24	83.39
COX COMMUNICATIONS	SUBPEONA FOR INVESTIGATIONS	100.00
CULLIGAN OF OMAHA	BOTTLED WATER	333.90
DANKO EMERGENCY EQUIPMENT	COLLAPSIBLE CONES	198.79
DELL MARKETING L.P.	MEMORY MODULE	102.82
DOUGLAS COUNTY SHERIFF OFFICE	FORENSIC FEES	100.00
EMILY CHASE	REIMB MEALS FOR TRAINING	127.50
EMPLOYEE BENEFITS SYSTEMS	EMPLOYEE BENEFITS SYSTEMS-NOV	142,081.12
ENTERPRISE FM TRUST	DEA VEHICLE LEASE-SEPT/OCT 2017	1,299.98
FIRST CLASS ARBORIST SERVICE INC	REMOVE LARGE OAK TREE	1,750.00
GROUP TWEET	SOCIAL MEDIA SUBSCRIPTION	175.00
GT DISTRIBUTORS, INC	BALLISTIC PANEL SET, CONCEALABLE CARRIERS	1,359.00
HIGH IMPACT	INSTALL KEYLESS ENTRY	510.00
HOWARD BANKS	REIMB MEALS FOR TRAINING, LODGING	495.66

MINUTE RECORD

CLAIMS FOR NOVEMBER 13, 2017

PAGE 9

POLICE/CODE ENFORCEMENT (cont'd)

IN CRISIS SYSTEMS	TRAINING	495.00
INDOFF	OFFICE SUPPLIES	1,818.50
J P COOKE COMPANY	NOTARY POCKET STAMP	34.65
JOHN KOLBE	REIMB MEALS FOR TRAINING	127.50
LOGIN/IACPNET	DATABASE ANNUAL FEE-IACP	1,225.00
MATRIX BUSINESS SYSTEMS	COPIER EXPENSE	744.61
MENARDS	CONCRETE CRACK SEALER	33.46
METLIFE DIVISION 1	DENTAL INSURANCE-NOV 2017	3,799.05
METRO LEASING	METRO LEASE - 8707	19,479.00
METRO LEASING	METRO LEASES - 8697	3,942.76
MIDWEST STORAGE SOLUTIONS	PLACARD HOLDERS	150.00
NEBRASKA LAW ENFORCEMENT TRAINING CENTER	CRIME INTERDICTION TRAINING, LODGING	480.00
OFFICEMAX CONTRACT	POSTER BOARD	74.97
OFFUTT COLLISION REPAIR CENTER	HAIL DAMAGE REPAIR	16,492.55
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2017-10-16	5,862.12
PCAN -NEBRASKA	MEMBERSHIP DUES-ACTING CHIEF	50.00
POLICE OFFICERS ASSN OF NEBRASKA	POAN DUES FOR DEPARTMENT-2018	1,200.00
RELIANCE STANDARD LIFE INSURANCE	LIFE INS-NOV 2017	847.73
RELIANCE STANDARD LIFE INSURANCE	LTD INS-NOV 2017	1,709.46
SARPY COUNTY FISCAL ADMIN	IT SERVICES-OCT/DEC 2017	6,895.25
SPRINT	MONTHLY CHARGE-SEP 2017	125.22
TRI-TECH FORENSICS, INC	EVIDENCE SUPPLIES	622.77
TWIN CREEK ANIMAL HOSPITAL	VET SERVICE-DIETZ	109.00
U.S. CELLULAR	MONTHLY CHARGES-SEP 2017	3,328.79
US BANK VOYAGER - OCT 2017	FUEL	12,521.65
VERIZON WIRELESS	MONTHLY SERVICE	491.57
WESTLAKE ACE HARDWARE	TIEDOWN, TARP	44.98
WISCONSIN JUVENILE OFFICERS ASSN	TRAINING	750.00
		\$ 236,764.01

FIRE & RESCUE

AFLOA	REFUND AMBULANCE TRANSPORT	397.94
AIRGAS USA	MEDICAL SUPPLIES	340.06
AMAZON.COM	VINYL ROLLS, SHOES, STAMP, BATTERIES	450.20
AVI SYSTEMS	SYSTEM SUPPORT AGREEMENT	1,300.00
BLACK HILLS NEBRASKA GAS UTILITY CO	MONTHLY SERVICE-2017-10-17	137.64
BOUND TREE MEDICAL	MEDICAL SUPPLIES	5,742.91
COX BUSINESS SERVICES	MONTHLY SERVICE-2017-10-24	576.95
ED M FELD EQUIPMENT CO	SCBA REPAIRS, MAINTENANCE	1,340.28
EMPLOYEE BENEFITS SYSTEMS	EMPLOYEE BENEFITS SYSTEMS-NOV	60,270.24
JEREMY ZINK	REIMB FOR DRUG SCREEN	25.00
JP MORGAN CHASE-ARAMARK UNIFORM SVC	LINEN SERVICE-ALL DIST	3,018.49
MENARDS	HOSE REEL, DUST PAN, BROOMS, MATS, TAPES, SPONGES, SUPPLIES	297.06
METLIFE DIVISION 1	DENTAL INSURANCE-NOV 2017	1,982.33
RELIANCE STANDARD LIFE INSURANCE	LIFE INS-NOV 2017	468.14
RELIANCE STANDARD LIFE INSURANCE	LTD INS-NOV 2017	755.97
SARPY COUNTY FISCAL ADMIN	IT SERVICES-OCT/DEC 2017	2,714.25
SHRED-IT USA	SHREDDING SERVICE	216.00
SPRINT	MONTHLY CHARGE-SEP 2017	122.97
THE NEBRASKA MEDICAL CENTER	MEDICAL DIRECTOR-JUL-SEP 2017	9,373.22
U.S. CELLULAR	MONTHLY CHARGES-SEP 2017	971.55

MINUTE RECORD

CLAIMS FOR NOVEMBER 13, 2017

PAGE 10

FIRE & RESCUE (cont'd)

US BANK VOYAGER - OCT 2017	FUEL	5,356.06
W S DARLEY COMPANY	SUPPLIES	75.90
WALMART COMMUNITY	SUPPLIES	74.40
ZIRMED, INC	MONTHLY PROF CLAIMS MGT FEE	124.00
		<hr/>
		\$ 96,131.56

NON-DEPARTMENTAL/CONTRACTS

COX BUSINESS SERVICES	MONTHLY SERVICE-2017-10-24	430.81
GREATER OMAHA CHAMBER	OCT MILITARY AWARENESS CAMPAIGN	5,000.00
LOCKTON COMPANIES,	PROPERTY CASUALTY INS-PREMIUMS	80,949.00
METRO AREA TRANSIT	MAT SERVICE-SEP 2017, 1987 MILES	3,702.00
NEOPOST USA INC	POSTAGE METER RENT-NOV 2017-FEB 2018	570.72
CENTURY LINK	MONTHLY SERVICE-2017-10-03	562.38
NE-DEPARTMENT OF REVENUE	LODGING TAX - SEP 2017	739.54
NE-DEPARTMENT OF REVENUE	SALES TAX - SEP 2017	1,045.67
PM AM CORPORATION	PM AM ALARM FEES-SEPT 2017	1,830.00
SARPY COUNTY COURT HOUSE	ANIMAL CONTROL-NOV 2017	12,796.61
SCOTT WELCH	MONTHLY WEB MAINTENANCE	125.00
		<hr/>
		\$ 107,751.73

INFORMATION TECHNOLOGY

AMAZON	DIGITAL PHONE RECORDER	898.96
GRAYBAR ELECTRIC	APC BACKUP UPS	492.39
HOSTGATOR.COM	MONTHLY DOMAIN FEE	59.95
INTERSTATE ALL BATTERY CENTER	BATTERIES	204.00
MENARDS	CONCRETE BLOCKS, LUMBER, CLAMPS, COUPLERS,	45.65
MOTOROLA SOLUTIONS, INC	DESKTOP CHARGERS	960.55
RETRIEVEX	STORAGE BACKUP TAPES-SEP 2017	352.65
SARPY COUNTY FISCAL ADMIN	IT SERVICES-OCT/DEC 2017	24,217.50
SECURITY EQUIPMENT	UPGRADE SECURITY	1,028.00
TELEPHONE CONNECTION	RENEW MAINTENANCE	775.00
TESSCO	COMMUNICATION PARTS, DOCKING STATIONS	2,449.58
TJ CABLE	LOCATES	500.00
		<hr/>
		\$ 31,984.23

WASTEWATER

AIR HYDRAULICS SYSTEMS	PUMP BEARINGS	522.05
AMAZON.COM	PLEDGE OF ALLEGIANCE CHART	6.80
ASP ENTERPRISES, INC	EROSION SUPPLIES	151.00
BURTON PLUMBING SERVICES	EMERGENCY SEWER REPAIR-HAWORTH PARK	2,013.28
CITY OF OMAHA	SEWER FEES-AUG 2017	377,497.59
COX BUSINESS SERVICES	MONTHLY SERVICE-2017-10-24	83.39
EMPLOYEE BENEFITS SYSTEMS	EMPLOYEE BENEFITS SYSTEMS-NOV	6,870.44
GRAINGER	ROPE, LIFELINE	283.72
HDR ENGINEERING, INC	SANITARY SEWER REPLACEMENT	11,102.83
HEIMES CORPORATION	EMERGENCY SEWER REPAIR-SAC MUSUEM	75,264.37
HOSE & HANDLING, INC	HOSE ASSEMBLY, RUBBER WASHERS	341.89
MATRIX BUSINESS SYSTEMS	COPIER EXPENSE	34.15

MINUTE RECORD

CLAIMS FOR NOVEMBER 13, 2017

PAGE 11

WASTEWATER (cont'd)

MENARDS	GLOVES, CONDUIT, CLAMP, SUPPLIES FOR MEETING, WEDGE ANCHOR, ELEC SUPPLIES, PLUMBING SUPPLIES, LP TANK	329.09
METLIFE DIVISION 1	DENTAL INSURANCE-NOV 2017	280.17
NDEQ - FISCAL SERVICES	MEMBERSHIP DUES	300.00
OMAHA WINWATER WORKS COMPANY	PARTS FOR LIFT STATION	1,205.67
RELIANCE STANDARD LIFE INSURANCE	LIFE INS-NOV 2017	74.74
RELIANCE STANDARD LIFE INSURANCE	LTD INS-NOV 2017	101.21
US CELLULAR	REPEATER, ANTENNA, CABLING-TOWER	1,118.08
U.S. CELLULAR	MONTHLY CHARGES-SEP 2017	501.90
		<u>\$ 478,082.37</u>

COMMUNITY BETTERMENT

NE-DEPARTMENT OF REVENUE	JUL TO SEP 2017 LOTTERY TAXES	46,882.00
		<u>\$ 46,882.00</u>

ECONOMIC DEVELOPMENT

AMERICAN AIR LINES	AIR FARE-BURKS	182.30
BROWNFIELDS TRAINING CONFERENCE	CREDIT CONFERENCE	(30.00)
BROWNFIELDS TRAINING CONFERENCE	CONFERENCE-BURKS	230.00
EXPEDIA	TRAVEL FEE-BURKS	24.50
LEO A DALY COMPANY	ENGINEERING SERVICES-INDUSTRIAL PARK	43,400.00
SOUTHWEST AIRLINES	AIR FARE-BURKS	317.46
UNITED AIR LINES	AIR FARE-BURKS	127.80
		<u>\$ 44,252.06</u>

COMMUNITY DEVELOPMENT

ABBY HIGHLAND	CDBG SALARY-NOV 2017	2,997.00
ABBY HIGHLAND	CDBG CONSULTANT EXPENSES	1,057.51
CHICK-FIL-A	CHICK-FIL-A MEETING	88.50
REBUILDING TOGETHER OMAHA	CRITICAL & EMERGENCY HOME REPAIR	16,361.22
		<u>\$ 20,504.23</u>

BELLEVUE MUNICIPAL BUILDINGS-WALL ST

THE SCHEMMER ASSOCIATES	PROF SVC-1500 WALL ST	9,238.89
AVI SYSTEMS	AUDIO VISUAL EQUIP INSTALLATION	51,592.67
LUND-ROSS CONSTRUCTORS, INC	WALL ST RENOVATIONS	1,057,602.60
		<u>\$ 1,118,434.16</u>

TOTAL CLAIMS FOR NOV 13, 2017 **\$ 2,674,892.17**

PAYROLL FOR NOV 3, 2017 **\$ 882,818.08**

CITY OF BELLEVUE, NEBRASKA
 AGENDA ITEM COVER SHEET

*36.4
 11-13-17

COUNCIL MEETING DATE:	08/28/2017	AGENDA ITEM TYPE:	
SUBMITTED BY: Sabrina Ohnmacht, City Clerk		SPECIAL PRESENTATION	<input type="checkbox"/>
		LIQUOR LISCENSE	<input type="checkbox"/>
		ORDINANCE	<input type="checkbox"/>
		PUBLIC HEARING	<input type="checkbox"/>
		RESOLUTION	<input type="checkbox"/>
		CURRENT BUSINESS	<input checked="" type="checkbox"/>
		OTHER (SEE CLERK)	<input type="checkbox"/>

SUBJECT:

Approval of Waiver of Hunting Regulations

SYNOPSIS:

Requesting approval of the applications for waiver of hunting regulations.

FISCAL IMPACT:

N/A

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

PROJECT NAME, CALENDAR AND CODING:

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

RECOMMENDATION:

Police Lt. Kurt Stroehrer has already given approval for these hunters and their specified sites. Request Council approval.

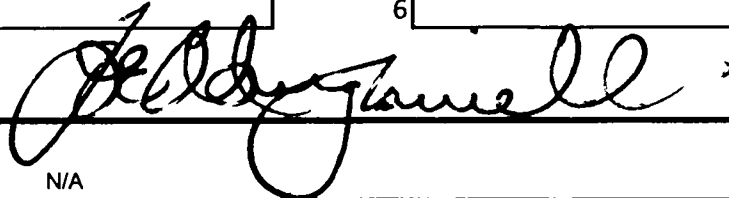
BACKGROUND:

Every year, hunters who wish to bow hunt within the city limits of Bellevue during the archery season of 9/1/17 thru 12/31/17 must fill out an application, have permission from the landowner, provide a sketch of how they will set up their site, and provide a copy of their hunting permit. This information is then reviewed by Lt. Kurt Stroehrer with the BPD. Lt. Stroehrer either approves or denies the application and it is then submitted to Council for approval. Once approved by Council, each hunter is provided with a small permit for their designated area.

ATTACHMENTS:

1	Listing for approval	4	
2		5	
3		6	

SIGNATURES:

ADMINISTRATOR APPROVAL: 

FINANCE APPROVAL: N/A

LEGAL APPROVAL: N/A

2017 Hunter Waivers

<u>Name</u>	<u>Address</u>	<u>City</u>	<u>Zip</u>	<u>Home #</u>	<u>Cell #</u>	<u>Work #</u>	<u>Hunting Permit #</u>	<u>Address of Hunting Site</u>	<u>Gvn to Police</u>	<u>PD Apprv'd or Dn'd</u>	<u>CC Mtg</u>	<u>CC Apprv'd or Denied</u>
Fredrick D. Tuckerman	7331 Park Crest Drive	LaVista	68128	402.614.7336	402.709.8933	n/a	8084749	605 Bellevue Blvd. North	9/21/17	9/21/17	10/9/17	10/9/17
Ryleigh Tuckerman	7331 Park Crest Drive	LaVista	68128	402.614.7336	n/a	n/a	8084748	605 Bellevue Blvd. North	9/21/17	9/21/17	10/9/17	10/9/17
Brad Shearer	1003 W. 31st Avenue	Bellevue	68005	402.690.3463	n/a	n/a	8058941	Outlot A of Fairway Estates	10/4/17	10/4/17	10/9/17	10/9/17
Andrew Lomax	9819 S. 176th Ave.	Omaha	68136	402.430.0084	402.430.0084	n/a	8085255	Jewell Park	10/4/17	10/4/17	10/9/17	10/9/2017
Max Ceballo	5625 S. 114th St	Bellevue	68137	402.612.2236	n/a	n/a	8145462	Jewell Park	10/19/201	10/19/17	11/13/17	
Brent Sorensen	11216 S. 212th St	Gretna	68028	402.699.3687	402.699.3687	n/a	8159258	Jewell Park	11/6/17		11/13/17	

2017 Hunter Waivers

<u>Name</u>	<u>Address</u>	<u>City</u>	<u>Zip</u>	<u>Home #</u>	<u>Cell #</u>	<u>Work #</u>	<u>Hunting Permit #</u>	<u>Address of Hunting Site</u>	<u>Gvn to Police</u>	<u>PD Apprv'd or Dn'd</u>	<u>CC Mtg</u>	<u>CC Apprv'd or Denied</u>
Steven C. Schneider	6902 South 30th Street	Bellevue	68147	402.734.1967	402.658.7127	402.331.4200	7928992	1310 Camp Gifford Road	8/9/17	8/8/17	8/28/17	8/28/17
Martin E. Merrill Jr.	3710 S. 155th Street	Omaha	68144	402.515.2424	n/a	n/a	7905728	301 Washington	8/14/17	8/15/17	8/28/17	8/28/17
Angelo Emmi	2730 Madison Street	Omaha	68107	n/a	402.312.8369	n/a	7954487	1310 Camp Gifford Road	8/9/17	8/8/17	8/28/17	8/28/17
Jason T. Fox Sr.	107 Alton Street	Memphis	68042	402.318.1781	402.318.1781	n/a	7985662	210 Washington	8/14/17	8/15/17	8/28/17	8/28/17
Jason T. Fox Jr.	107 Alton Street	Memphis	68042	402.318.2001	402.318.2001	n/a	7985679	210 Washington	8/14/17	8/15/17	8/28/17	8/28/17
Greg Bendlin	2115 S. 106 Street	Omaha	68124	402.392.0255	402.740.3088	n/a	7966498	112 Combs Road	8/15/17	8/19/17	8/28/17	8/28/17
Jeff Christensen	11040 "U" Street	Omaha	68137	402.592.4884	402.990.6932	n/a	7993343	1315 Bluff Street	8/18/17	4/11/24	8/28/17	8/28/17
Samuel R. Berkey	7304 N. 58th Street	Omaha	68152	402.505.3512	402.212.1762	402.533.7246	7859499	501 Washington	8/1/17	8/20/17	8/28/17	8/28/17
Donald Tyson	10710 S. 18th Street	Bellevue	68123	402.502.1289	n/a	n/a	7899285	1408 Grove Road	8/14/17	9/3/17	9/11/17	9/11/17
Terry Rybar	1723 N. 159th Street	Omaha	68118	402.965.3475	402.917.2221	402.293.3014	8011800	1107 Camp Gifford Road	8/14/17	9/3/17	9/11/17	9/11/17
Kyle Tyson	10503 Lewis & Clark Drive	Bellevue	68123	402.689.5781	402.689.5781	n/a	7910813	1408 Grove Road	8/14/17	9/3/17	9/11/17	9/11/17
William D. Mulligan	916 Fawn Parkway	Omaha	68154	n/a	402.889.1422	n/a	7993233	1408 Grove Road	8/14/17	9/3/17	9/11/17	9/11/17
William Warnes	413 Bellevue Blvd. South	Bellevue	68005	402.241.5507	402.677.3871	402.502.9200	8004771	509 Bellevue Blvd. South	8/23/17	8/24/17	9/11/17	9/11/17
William Warnes	413 Bellevue Blvd. South	Bellevue	68005	402.241.5507	402.677.3871	402.502.9200	8004771	505 Bellevue Blvd. South	8/23/17	8/24/17	9/11/17	9/11/17
William Warnes	413 Bellevue Blvd. South	Bellevue	68005	402.241.5507	402.677.3871	402.502.9200	8004771	507 Bellevue Blvd. South	8/23/17	8/24/17	9/11/17	9/11/17
Kurt Stroehler	1706 Hawk Ridge Circle	Bellevue	68147	402.980.3633	n/a	402.293.3100	8060269	Jewell Park	9/7/17	9/7/17	9/25/17	9/25/17
Tom Kelly	1211 Bellevue Blvd. North	Bellevue	68005	402.612.6864	n/a	n/a	8036650	1211 Bellevue Blvd. North	9/12/17	9/16/17	9/25/17	9/25/17
Tom Kelly	1211 Bellevue Blvd. North	Bellevue	68005	402.612.6864	n/a	n/a	8036650	412 Dowding Court	9/12/17	9/16/17	9/25/17	9/25/17
Donald Pleiss	13904 S. 29th Circle	Bellevue	68123	402.321.2867	n/a	402.682.6624	8072107	Jewell Park	9/16/17	9/16/17	9/25/17	9/25/17
Chris Woodman	1607 Savannah Drive	Papillion	68133	n/a	402.639.8022	402.293.3128	7865697	Jewell Park	9/16/17	9/16/17	9/25/17	9/25/17
Joey Rochwalik	912 Knapp Drive	Papillion	68046	402.630.4919	n/a	n/a	7871480	Jewell Park	9/16/17	9/16/17	9/25/17	9/25/17



City of Bellevue

210 West Mission Avenue • Bellevue, Nebraska 68005
(402) 293-3000

Office of the City Clerk

*36.5
11-13-17

MEMORANDUM

To: Mayor and City Council
City Administrator

From: Sabrina Ohnmacht, *Sabrina*
City Clerk

Subject: December Council Meetings

Date: November 6, 2017

The dates for the two December City Council meetings are December 11 and 25. It has been the longstanding practice of the Mayor and City Council to hold only the first meeting in December.

I have placed an item on the Consent Agenda for the November 13, 2017, meeting authorizing the cancellation of the December 25, 2017, Council meeting and authorizing staff to pay bills that cannot be held over to the January 8, 2018, Council meeting.

Those of us who publish notices of meetings, public hearings, etc. must know this in advance so that we can plan accordingly.

If something arises that would require the Council's action prior to the January 13th meeting, a special meeting could be called.

CITY OF BELLEVUE, NEBRASKA
 AGENDA ITEM COVER SHEET

* 3b.6
 11-13-17

COUNCIL MEETING DATE:	11/13/2017	AGENDA ITEM TYPE:	
SUBMITTED BY: Rita Sanders, Mayor through Joe Mangiamelli, City Administrator		SPECIAL PRESENTATION	<input type="checkbox"/>
		LIQUOR LISCENSE	<input type="checkbox"/>
		ORDINANCE	<input type="checkbox"/>
		PUBLIC HEARING	<input type="checkbox"/>
		RESOLUTION	<input type="checkbox"/>
		CURRENT BUSINESS	<input type="checkbox"/>
		OTHER (SEE CLERK)	<input checked="" type="checkbox"/>

SUBJECT:

Appointment of Barbara Bolter to serve as member of the Firefighters Retirement Committee

SYNOPSIS:

Barbara Bolter submitted her qualifications and interest in serving on the Firefighters Retirement Committee after learning of the same through the media. Ms Bolter met with Mayor Sanders and Committee Chair, Captain Kirk Schuster, who both endorse her appointment to this Committee.

FISCAL IMPACT:

None

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

PROJECT NAME, CALENDAR AND CODING:

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

RECOMMENDATION:

Approve the appointment of Barbara Bolter to serve as a member of the Firefighters Retirement Committee.

BACKGROUND:

The City Council has created a Firefighters Retirement Committee in accord with state statute. The Committee has one vacancy presently and that vacancy can be filled by the appointment of Barbara Bolter who has expressed a desire to serve in this capacity.

ATTACHMENTS:

1	Resume	4	
2		5	
3		6	

SIGNATURES:

ADMINISTRATOR APPROVAL:

[Signature]

FINANCE APPROVAL:

n/a

LEGAL APPROVAL:

n/a

Joe Mangiamelli

From: Lisa Rybar
Sent: Wednesday, October 18, 2017 9:56 AM
To: Joe Mangiamelli
Subject: Candidate for the Fire Retirement Committee
Attachments: copier@bellevue.net_20171018_142142.pdf

Good Morning City Council, please review the attached resume from a Ms. Barbara Bolter, who is interested in serving on the Firefighters Retirement Committee . She learned of the opportunity after watching the recent City Council meeting, she communicated her interest to Councilmember Pat Shannon, who forwarded her resume to Mayor Sanders. Mayor Sanders, Captain Kirk Schuster and I met with Ms. Bolter on Monday, October 16th and would like to recommend her for appointment, to fill the last position on the Firefighters Retirement Committee. Her name will be brought forward on the November 13th City Council meeting for your approval, If you have any questions please do not hesitate to call.
Thank you for your consideration in this matter.

Barbara J Bolter
8510 S 13th St
Bellevue, NE 68147 US
Mobile: (402) 935-4299
Email: bjbolter1@gmail.com

Work Experience:

VA Nebraska-Western Iowa Health Care System

4101 Woolworth Ave
Omaha, NE 68105 United States

Staff Accountant 12/2014 – Present

Duties, Accomplishments and Related Skills:

Accounts Receivable

Prepare, complete and review monthly reconciliation and adjustments for various reports for validity and integrity of data.

Advise management of regulatory requirements and perform appropriate and timely routine technical accounting assignments utilizing professional knowledge of accounting principles and procedures.

Ensures knowledge of financial methods, practices, procedures, regulations, and other guidelines to effectively perform routine assignments are current.

Thoroughly perform a variety of audits as assigned to provide reasonable assurances of adequate financial controls

Correctly process non-patient bills of collection for all of all of NWI, to include electronic payments and follow-up.

Monitor the Invoice Payment Processing System (IPPS) reports to update user administration of fund control points, identify and update missing obligation numbers and contact appropriate personnel for aged invoices. Train internal customers on IPPS and troubleshoot system issues.

Process federal documents accurately and timely, to include the Treasury Offset Program (TOP) and IPAC.

Clear suspense items.

Assist COR with account reconciliations and move funds to correct obligations if needed, based on fiscal years.

Notify certification officials of funding shortfalls and work with service lines (internal customers) to clear unapplied deposit orders (surplus funds) and request de-obligation of excess funds.

Apply well-established accounting principles and theories to enhance the current automated processes used to monitor Financial Indicators. Perform and/or assist in the monthly follow-up requirements to keep NWI's financial indicators green (receivables).

Communicate with internal and external customers in a timely, accurate,

courteous and professional manner.

Maintain good relations with staff, peers and appropriate counterparts outside the facility that fosters effective teamwork, cooperation and efficient problem resolution.

Provide fiscal support that aligns with realistic customers' needs and expectations.

US Army Corps of Engineers

1616 Capitol Ave

Omaha, NE 68102-4978 United States

Contract Specialist 08/2011 - 11/2014

Duties, Accomplishments and Related Skills:

Responsible for pre-award and post-award functions and modifications for a variety of supplies, commodities, services, equipment, pertaining to the Civil and Environmental section contracts

Compiled complete bidders' list from qualified applications, knowledge of suppliers, Small Business Administration, or other sources.

Issued solicitation documents selecting appropriate clauses, ensuring clear and complete specifications, including packing and delivery requirements or other routine supplemental stipulations utilizing FedBizOpps.

Used primarily firm fixed-price or similar contracts when historical and precedent data was available; performed detailed analysis of responses to solicitations, including price reasonableness, adequacy of competition, compliance with solicitation.

Closed out completed contracts and de-obligated excess funds

Working knowledge of CEFMS, SPS, PCF, Microsoft Office Suite Program

LTC Benefits Group, Inc.

1027 N 184 ST

Elkhorn, NE 68022

Marketing Coordinator 06/2009 - 05/2010

Duties, Accomplishments and Related Skills:

Marketing Coordinator with back office responsibilities to include filing, typing, correspondence, ordering of supplies, and interfacing with agents, brokers and agencies.

Responsible for the contracting of insurance agents/agencies with various insurance carriers to sell long term care (LTC) policies, adhering to state-specific regulations for required CE credits and licensure.

Reviewed completed applications and licenses for agent's/agency's appointment

paperwork and advise agent/agency of any deficiencies
Status and tracking of state-specific contracting process
Interfaced with insurance carriers until agent's or agency's LTC appointment was completed.

Documented and informed agent/agency of appointment.

Resolved compliance and other issues involving State or Federal requirements for contracting.

Reviewed client applications for LTC policies for completeness and advise applications department of discrepancies

Act as Subject Matter Expert on Long Term Care insurance

Ordered product supplies for agents and brokerage firms and tracked orders until completed.

Provided LTC illustrations to agents and brokers

Coordinated Dept. of Insurance Continuing Education classes for LTC

Partnership Training for agents within Western Iowa and Nebraska

Created PowerPoint presentations to educate agents, brokers and financial planners on LTC

Navigated multiple carrier web sites for marketing info, agent supplies, and product information

Licensed for Nebraska Life and Health insurance

Education:

Bellevue University Bellevue, NE

Bachelor's Degree 03/2013

GPA: 3.763 of a maximum 4.0

Major: Accounting Honors: Cum Laude

Relevant Coursework, Licenses and Certifications:

Accounting I, II, III

Intermediate Accounting I, II

Accounting Information Systems,(AIS)

Accounting for Governmental and Non Profit Entities

Financial Auditing

Income Tax Accounting

Cost Accounting

Accounting Internship (Veteran's Administration) Omaha, NE

Intermediate Computer Concepts and Applications

Micro & Macro Economics

Metropolitan Community College Omaha, NE

GPA: 3.95 of a maximum 4.0

Major: Transfer Courses

Relevant Coursework, Licenses and Certifications:

Course: CR Hrs.

Micro. Business Applications 4.00

Accounting I 4.00

Accounting II 4.00

Accounting III 4.00

Microeconomics 4.50

Macroeconomics 4.50

Financial Planning Principles 4.50

Investments 4.50

Statistics 4.50

Elementary Spanish 7.50

Webster University Camp Pendleton, CA United States

Master's Degree 05/1989

GPA: 3.0 of a maximum 3.0

Credits Earned: 36 Quarter hours

Major: Management

CITY OF BELLEVUE, NEBRASKA
 AGENDA ITEM COVER SHEET

* 36.7
 11-13-17

COUNCIL MEETING DATE:	11/13/2017	AGENDA ITEM TYPE:
SUBMITTED BY: Chief Perry Guido	SPECIAL PRESENTATION	<input type="checkbox"/>
	LIQUOR LICENSE	<input type="checkbox"/>
	ORDINANCE	<input type="checkbox"/>
	PUBLIC HEARING	<input type="checkbox"/>
	RESOLUTION	<input type="checkbox"/>
	CURRENT BUSINESS	<input checked="" type="checkbox"/>
	OTHER (SEE CLERK)	<input type="checkbox"/>

SUBJECT:

5 year contract with Century link for our Prime Rate Service (PRS).

SYNOPSIS:

Monthly service charge for the Prime Rate Service to support the Cities IP phone system.

FISCAL IMPACT:

\$6,000.00 annually (\$500 per month)

BUDGETED ITEM: YES NO

PROJECT # & TRACKING INFORMATION:

RECOMMENDATION:

Approve contact

BACKGROUND:

We have been using Century link PRS for the last 5 years to support the Cities IP phone infrastructure at a cost of \$500.

ATTACHMENTS:

1	Agreement	4	
2	Pricing Contract	5	
3		6	

SIGNATURES:

ADMINISTRATOR APPROVAL: 

FINANCE APPROVAL: _____

LEGAL APPROVAL: 

CENTURYLINK® TOTAL ADVANTAGE® EXPRESS – AGREEMENT – Summary Page

This CenturyLink® Total Advantage® Express Agreement is between CenturyLink Sales Solutions, Inc. as contracting agent on behalf of the applicable CenturyLink company providing the Services under this Agreement ("CenturyLink") and CITY OF BELLEVUE - NE ("Customer" or "You"). The name of the CenturyLink operating company providing Services to Customer is listed in the service-specific terms and conditions. CenturyLink may withdraw this offer if Customer does not execute and deliver the Agreement to CenturyLink on or before **December 10, 2017** ("Cutoff Date"). Using CenturyLink's electronic signature process for the Agreement is acceptable.

1. Services. CenturyLink provides Services under the terms of this CenturyLink Total Advantage Express Agreement and Summary Page including (a) the Terms and Conditions following the signature block, as more fully described in "Section I. General Terms and Conditions" of the Detailed Terms and Conditions ("DT&C") at: <http://www.centurylink.com/legal/DT&C/v79.pdf>, (b) the service-specific terms and conditions applicable to the Services in "Section II. Additional Service-Specific Terms and Conditions" of the DT&C, and (c) the supplemental terms and conditions (if any) for which links have been provided below the pricing table(s) in this Agreement or in a valid CenturyLink quote that references this Agreement (collectively the "Agreement.") Provisions that are applicable to a specific CenturyLink company are so indicated. All general provisions are applicable to services provided by the CenturyLink company providing the Services under this Agreement. For an interim period of time until all work is completed to update the Service-specific provisions, various on-line offer provisions, Tariffs and other terms and conditions incorporated by attachment or reference into this Agreement, all references to Qwest Communications Company, LLC mean CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC.

The following Services are incorporated into the Agreement:

ISDN PRS, DSS

The following additional terms and conditions apply to ISDN PRS, DSS Service, and are incorporated herein by reference: the General Terms Applicable to All Services and ISDN PRS, DSS sections in the DT&C.

See Exhibit 1 for ISDN PRS pricing Details

2. Rates

2.1 Rate Changes. Rates apply only for the above Services and Service Address(es) and will not apply if Customer moves a Service Address or changes any of the Bundle or Service Details. The rates for Local Access Service and CPE Purchase may be subject to valid quote forms, which control if they conflict with the rates listed on this Summary Page, all of which are subject to change.

2.2 Additional Charges. Additional charges may apply. Rates and charges for Service elements not identified appear in the applicable terms and conditions. Rates do not include foreign, federal, state or local taxes, surcharges, fees, EAS, Zone, CALC, or other similar charges.

3. Term and Termination.

3.1 Term. This Agreement is effective on the date all parties have signed below ("Effective Date") and continues until expiration of all Orders placed under this Agreement. Service Terms begin on their Start of Service Date and automatically renew unless terminated by either party. The Start of Service Date, renewal periods and renewal period rates are described in the DT&C, Bundle or Package Provisions, Service Provisions, or in an applicable Tariff, RSS or ISS.

3.2 Termination. If Customer gives notice of cancellation or termination, disconnects any portion of a Service or breaches this Agreement resulting in the termination of a Service before the end of the applicable Service Term, Cancellation Charges will apply as set forth in the applicable terms and conditions.

4. Amendments. At CenturyLink's sole discretion, the parties may amend the Agreement to add additional CenturyLink services. Except as otherwise expressly permitted in the Agreement, amendments must be in writing and signed by both parties' authorized representatives.

CUSTOMER: CITY OF BELLEVUE - NE

CENTURYLINK SALES SOLUTIONS, INC.

Authorized Signature

Authorized Signature

Name Typed or Printed

Name Typed or Printed

Title

Date

Title

Date

Customer's Address for Notices: 1500 Wall Street, Attn: General Counsel, Bellevue, NE 68005;
Customer's Facsimile Number: (140) 229 - 3305

TERMS AND CONDITIONS

1. Additional Terms and Conditions. Customer understands that the DT&C and other provisions identified in this Agreement (“Other Provisions”) contain additional important terms and conditions that apply to the Services, including, among other things, confidentiality obligations, disclaimer of warranties, indemnification, shortfall charges, minimum-service terms, early termination charges, and jury-trial and class-action waiver.

2. Payment. Customer must pay all charges within 30 days of the invoice date except for CenturyLink QC charges, which Customer must pay by the due date on the invoice. Charges not paid by their due date are subject to late payment charge of the lesser of 1.5% per month or the maximum rate allowed by law or required by Tariff. In addition to payment of charges for Services, Customer must also pay CenturyLink any applicable Taxes (which is defined in the DT&C and may include surcharges, fees, and other similar charges) assessed in connection with Services. Customer's payments to CenturyLink must be in the form of electronic funds transfer (via wire transfer or ACH), cash payments (via previously-approved CenturyLink processes only), or paper check.

3. Notices.

(a) All notices must be in writing. Notices are deemed given if sent to the addressee specified for a party either (i) by registered or certified U.S. mail, return receipt requested, postage prepaid, three days after such mailing; or (ii) by national overnight courier service, next business day; or (iii) by facsimile when delivered if duplicate notice is also sent by regular U.S. Mail.

(b) **Service Notices.** All Customer notices for Service disconnect and termination must be sent via e-mail to: CenturyLink, Attn.: BusinessDisconnects@centurylink.com, except that for Services purchased under the CPE Products & Services; Professional Services Section of the DT&C Customer notice must be provided to the customer care number specified on Customer's invoice, and must contain the account name, account number, identification of the Service(s), and Service address(es). Such disconnect and termination is effective 30 days after CenturyLink's receipt of the notice, unless a longer period is otherwise required by Service-specific Terms and Conditions below. Customer's notice of non-renewal for Services must be sent via e-mail to: CenturyLink, Attn.: CenturyLink NoRenew, e-mail: Norenew@centurylink.com. All Customer notices for other routine operational notices will be provided to its CenturyLink sales representative. Failure to provide disconnect, termination and non-renewal notices in accordance with the terms of this Agreement may result in continued charges, and CenturyLink will not credit charges for such noncompliance.

(c) **Legal Notice.** All legal notices required to be given under the Agreement will be in writing and provided to CenturyLink at: 931 14th Str., #900, Denver, CO 80202; Fax: 888-778-0054; Attn.: Legal Dept., and to Customer as provided in the Agreement or in its absence, to Customer's address reflected in CenturyLink's records Attn. General Counsel.

4. Credit Approval. Provision of Services is subject to CenturyLink's credit approval of Customer. As part of the credit approval process, CenturyLink may require Customer to provide a deposit or other security. Additionally during the Term, if Customer's financial circumstance or payment history becomes reasonably unacceptable to CenturyLink, CenturyLink may require adequate assurance of future payment as a condition of continuing CenturyLink's provision of Services. Customer's failure to provide adequate assurances required by CenturyLink is a material breach of the Agreement. CenturyLink may provide Customer's payment history or other billing/charge information to credit reporting agencies or industry clearinghouses.

5. Disclaimer of Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT, ALL SERVICES AND PRODUCTS ARE PROVIDED “AS IS.” CENTURYLINK DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CENTURYLINK MAKES NO WARRANTIES OR REPRESENTATIONS THAT ANY SERVICE WILL BE FREE FROM LOSS OR LIABILITY ARISING OUT OF HACKING OR SIMILAR MALICIOUS ACTIVITY, OR ANY ACT OR OMISSION OF THE CUSTOMER.

6. Limitations of Liability. The remedies and limitations of liability for any claims arising between the parties are set forth below.

(a) **Consequential Damages.** NEITHER PARTY OR ITS AFFILIATES, AGENTS, OR CONTRACTORS IS LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OR FOR ANY LOST PROFITS, LOST REVENUES, LOST DATA, LOST BUSINESS OPPORTUNITY, OR COSTS OF COVER. THESE LIMITATIONS APPLY REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED AND REGARDLESS OF FORESEEABILITY.

(b) **Claims Related to Services.** For Customer's claims related to Service deficiencies or interruptions, Customer's exclusive remedies are limited to: (a) those remedies set forth in the SLA for the affected Service or (b) the total MRCs or usage charges paid by Customer for the affected Service in the one month immediately preceding the event giving rise to the claim if an SLA does not apply.

(c) **Personal Injury; Death; Property Damages.** For claims arising out of personal injury or death to a party's employee, or damage to a party's real or personal property, that are caused by the other party's negligence or willful misconduct in the performance of the Agreement, each party's liability is limited to proven direct damages.

(d) **Other Direct Damages.** For all other claims arising out of the Agreement, each party's maximum liability will not exceed in the aggregate the total MRCs and usage charges paid by Customer to CenturyLink under the Agreement in the three months immediately preceding the event giving rise to the claim (“Damage Cap”). The Damage Cap will not apply to a party's indemnification obligations or Customer's payment obligations under the Agreement.

7. Entire Agreement. This Agreement, including DT&C, Other Provisions, and any CenturyLink-accepted Order Forms constitute the entire agreement between the parties. This Agreement supersedes all prior oral or written agreements or understandings relating to the same service, ports, or circuits at the same locations as covered under this Agreement. Capitalized terms are defined in the DT&C and Other Provisions.

8. Purchase Orders. This Agreement controls over any Customer-issued purchase order, and any terms or conditions contained in a Customer-issued purchase order or other Customer ordering document will have no force or effect.

9. Uniform Resource Locators (URLS). References to URLs in this Agreement include any successor URLs designated by CenturyLink.

Exhibit 1

**ISDN PRS ICB PRICING OFFER
FOR THE STATE OF NE**

**CITY OF BELLEVUE
Customer**

This ISDN PRS is provided by Qwest Corporation d/b/a CenturyLink QC ("CenturyLink QC") and is subject to the CenturyLink Total Advantage™ Express Agreement between Customer and CenturyLink.

Filing Concurrence

CenturyLink may be required to submit the pricing herein to certain regulatory agencies for approval because the rates are being offered on an individual case basis ("ICB Rates"). Although the general terms and conditions of this Agreement are effective on the Effective Date, the ICB Rates will not become effective for a given jurisdiction until the filing and approval requirements for that jurisdiction are fulfilled. Service will be offered in accordance with the applicable Tariff until the ICB Rates become effective. Approved ICB Rates will take precedence over the Tariff. If Customer receives reduced pricing under this Agreement and a regulatory agency later invalidates the ICB Rates after they had become effective, Customer will pay to CenturyLink any difference in the amounts listed in the applicable Tariff for Service and the amounts Customer was charged for Service. When approved by the regulatory agencies, Customer may add additional quantities of Service pursuant to the Service Changes Section under the same terms and conditions with no further filing required. If a regulatory agency does not approve this Agreement, the parties will enter into good faith negotiations to mutually resolve the failure to receive the necessary approval. This Agreement will remain in full force and effect for Service in all other jurisdictions.

AQCB# (internal use only): _____

Service Location Including City and State	Circuit ID/BTN	USOC	Term	NRC	Qty.	Total MRC Per Location
1500 WALL ST,BELLEVUE,NE 68005,USA		ZPGY5	60mo	\$0.00	1	\$500

CITY OF BELLEVUE, NEBRASKA
 AGENDA ITEM COVER SHEET

*36.8
 11-13-17

COUNCIL MEETING DATE:	11/13/2017	AGENDA ITEM TYPE:	
SUBMITTED BY: Rich Severson Finance Director		SPECIAL PRESENTATION	
		LIQUOR LISCENSE	
		ORDINANCE	
		PUBLIC HEARING	
		RESOLUTION	
		CURRENT BUSINESS	<input checked="" type="checkbox"/>
		OTHER (SEE CLERK)	

SUBJECT:

Employee Wellness Program

SYNOPSIS:

City of Bellevue Agreement with Lockton for the 2018 Employee Wellness Program

FISCAL IMPACT:

Lockton Agreement \$19,800 Budgeted Incentive \$25-\$35/employee/month

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

PROJECT NAME, CALENDAR AND CODING:

Requestor	Project Name:	_____
	Expected Start Date:	_____ Expected End Date: _____
	CIP Project Name:	_____
	MAPA # and Name:	_____
	Street District # and Name:	_____
Finance	Distribution Code:	10-23-6033 <small>[Fund-Dept-Project-Subproject-Funding Source-Cost Center]</small>
	GL Account #:	GL Account Name:

RECOMMENDATION:

Recommend approval of agreement with Lockton for the 2018 Employee Wellness Program

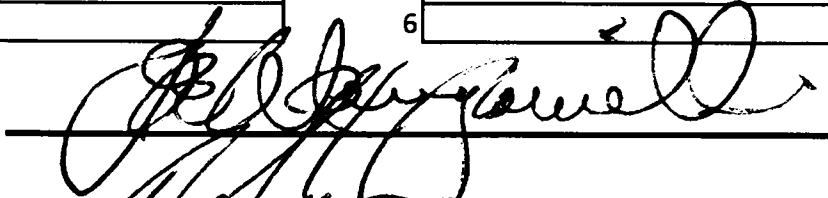
BACKGROUND:

The City began this program a year ago with 76 employees and 25 spouses voluntarily participating. \$2150 per month was provided to these employees in the form of discounted health insurance premium. Coincidentally this past year, the City's health claim expenses were lower which may have been impacted by the Wellness Program.

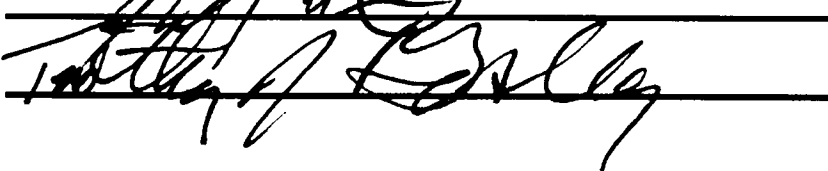
ATTACHMENTS:

1	Consulting Services Agreement	4	
2	Wellness Program Packet	5	
3		6	

SIGNATURES:

ADMINISTRATOR APPROVAL: 

FINANCE APPROVAL: _____

LEGAL APPROVAL: 

CONSULTING SERVICES AGREEMENT
CITY OF BELLEVUE
and
KANSAS CITY SERIES OF
LOCKTON® COMPANIES, LLC

This Agreement made and entered into effective as of this 1st day of September, 2017, by and between The City of Bellevue, having offices at 210 West Mission Avenue, Bellevue, NE 68005 (hereinafter referred to as “Client”), and Kansas City Series of Lockton Companies, LLC, having offices at 444 W. 47th Street, Suite 900, Kansas City, Missouri 64112 (hereinafter referred to as “Lockton”).

Client wishes to procure certain services that can be performed by Lockton; and Lockton can provide and desires to render to Client such services; and

The parties agree that it would be to their mutual advantage to execute this Agreement and thereby define the terms and conditions that shall control the rendering of services provided to Client by Lockton.

Now, therefore, in consideration of the foregoing recitals, the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

I. Service Period

This agreement will be in effect from the effective date as outlined above through August 31, 2018 unless otherwise terminated in accordance with the provisions of the Agreement.

II. Service Compensation

- A.** All consulting and/or insurance services provided by Lockton as set forth in Addendum A will be performed for a fee of \$19,800 per year which includes 100 nurse hours, paid quarterly billed by Lockton to client; additionally Nurse Advocate outreach hours beyond the original 100 hours included in the fee, will be invoiced

quarterly at the rate of \$85/hour upon mutual written agreement as noted in Addendum A.

- B. It is further agreed that no portion of any noncash compensation (e.g., meals, entertainment, travel, gifts, etc.) received by Lockton from any insurance company, intermediary, or other third party as a result, in whole or in part, of Lockton's services as Client's insurance broker shall be offset or credited against the compensation payable to Lockton as set forth above.

III. Services

- A. It is hereby understood and agreed that in consideration of the compensation set forth above, Lockton will provide the consulting services outlined in Addendum A, which is attached to and made part of this Agreement.
- B. It is further agreed that other risk management services may be undertaken that are outside the foregoing scope of services by mutual consent, which consent may be verbal provided that it is subsequently acknowledged in writing by either or both of the parties. Amendments may be made to this Agreement as deemed appropriate by both parties.
- C. When in Lockton's professional judgment it is necessary or appropriate, Lockton may utilize the services of intermediaries or other appropriate outside vendors to assist in the servicing and marketing of Client's employee benefit programs. However, this may only be done after consultation with and prior approval by Client. Such intermediaries may or may not be affiliates of Lockton. Lockton will advise Client whether any such intermediary is an affiliate of Lockton. Under all circumstances, any and all compensation earned by any intermediary or outside vendor shall be in addition to the compensation paid to Lockton as described herein.

IV. Termination of Services

Client or Lockton may terminate this Agreement at any time with 90 (ninety) days written notice to the other party. Lockton shall also be entitled to receive all income earned up to the effective date of termination.

V. Additional Obligations of Client/Confidentiality

- A. Client shall provide Lockton with reasonable cooperation and assistance necessary for Lockton to fulfill its responsibilities to Client pursuant to the terms of this Agreement, including, without limitations, copies of all documents reasonably requested by Lockton and the cooperation of and access to certain of Client's personnel.
- B. Lockton acknowledges that the nature of its relationship with Client is one in which Client shall entrust Lockton as the custodian of certain of Client's information, some of which may be of a confidential or proprietary nature. Lockton shall undertake all reasonable efforts to maintain the integrity of all of Client's information, whether or not such information is confidential or proprietary.

VI. General Conditions

- A. Neither party shall assign the rights nor duties herein set forth without the prior written consent of the other party.
- B. The terms and conditions of this Agreement, including the Business Associate Agreement attached hereto as Addendum B, constitute the entire Agreement between the parties with respect to the subject matter hereof. Subject to the provisions of Section III.B., this Agreement shall not be amended except by a written amendment signed by both parties, and no promises, agreement, or representations not herein set forth shall be of any force or effect between them. This Agreement shall serve to terminate and supersede all agreements and undertakings heretofore entered into between the parties on subjects covered by this Agreement.
- C. Lockton and Client shall indemnify, defend, and hold one another, their directors, officers, employees, agents, and representatives harmless from and against any and all claims, damages, losses, or expenses (including such parties' reasonable attorney, accountant, and expert witness fees and costs) incurred by one party as the result of (i) a material breach by the other party of any of its obligations under this

Agreement or (ii) any willful or negligent conduct of the other party. Lockton will provide a copy of their current E&O Insurance.

- D. Any communication or notice required or which may be given hereunder shall be addressed to Client and to Lockton at their addresses set forth in the preamble hereof.
- E. This Agreement shall be governed for all purposes by the laws of the state of Nebraska.

In witness whereof, the parties hereto have executed the Agreement in duplicate intending each copy to serve as an original as of the day and year first written above.

KANSAS CITY SERIES OF LOCKTON COMPANIES, LLC

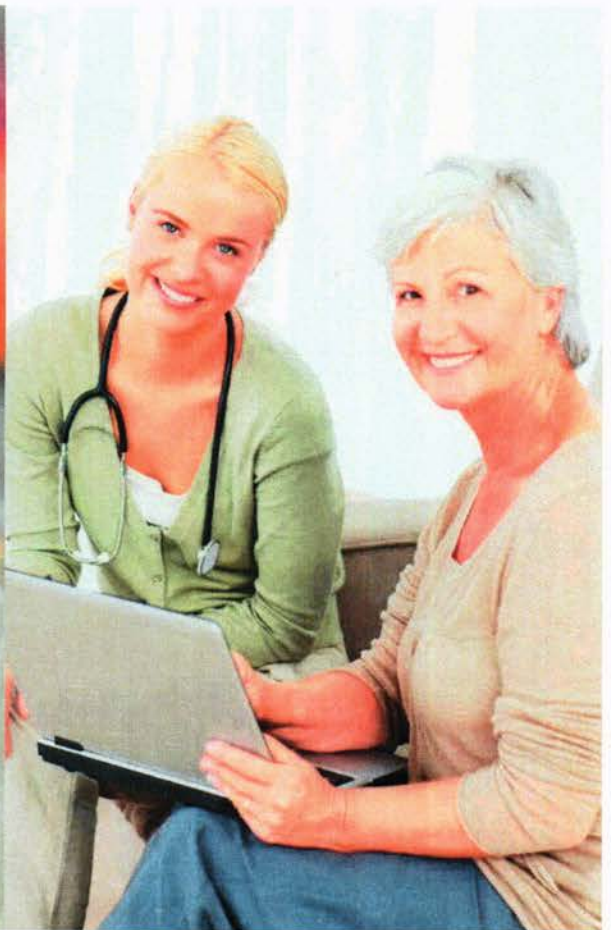
BY: _____ DATE: _____
Timothy Meacham, Chief Operating Officer

THE CITY OF BELLVUE

BY: _____ DATE: _____
Rita Sanders, Mayor

Addendum A—Consulting Agreement Services

Standard Health Risk Solutions Services	Typical Frequency	Cost
❖ Health Risk Assessment (HRA) – Administer the delivery of an online survey of individual medical history and lifestyle choices behaviors.	Annually	Included in fee
❖ Preventive Screening Form administration – The collection / measurement of height, weight, waist circumference, blood pressure, as well as laboratory screening from physician verification forms.	Annually	Included in fee
❖ Employee personal health profile – An individualized comprehensive report that presents each individual's information and results, and stratifies into a risk category.	Annually	Included in fee
❖ Employer Aggregate Report – A comprehensive aggregate report of the Client's biometric and lifestyle results stratified by risk category, and executive review of findings.	Annually	Included in fee
❖ Incentive Tracking and Reporting - A report will be provided with names of participants and their incentive qualification status.	Annually	Included in fee
❖ Wellness Newsletter	Monthly	Electronic version included (printing expense is a pass through)
Clinical Nurse Advocate		
❖ InfoLock Plus data feed	Monthly	Included in fee
❖ Provide Aggregate InfoLock Reporting	Annually	Included in fee
❖ Review Medical Intelligence reporting	Quarterly/Renewal	Included in fee
❖ Monitor, coach and coordinate potential high cost claimants	Case by Case basis	\$85 per hour
❖ Prepare and present Stewardship Report	Annually	Included in fee
❖ Prepare annual Client Service Plan	Annually	Included in fee



Introduction to Your Wellness Program: Steps, Screening & Scoring

Presented by Lockton® Companies

November 13, 2017



 **LOCKTON**
Health Risk Solutions®

L O C K T O N C O M P A N I E S

	PAGE
WELLNESS PROGRAM NOTICE.....	ERROR! BOOKMARK NOT DEFINED.
PROTECTIONS FROM DISCLOSURE OF MEDICAL INFORMATION	6
INTRODUCTION	5
WELLNESS PROGRAM 2017	6
STEP 1: ONLINE Health Risk Assessment (HRA)	6
STEP 2: Preventive Physical Exam and Laboratory	6
STEP 3: Review of Personal Health Report.....	7
STEP 4: Quarterly Health Coaching	7
HEALTH SCORING SYSTEM 2017	8
GINA AUTHORIZATION FORM	10
PHYSICAL EXAM AND BIOMETRIC SCREENING PHYSICIAN FORM	11

NOTICE CITY OF BELLEVUE WELLNESS PROGRAM

The City of Bellevue Wellness Program is a voluntary wellness program available to all employees; and Spouses who are on the medical plan. The program is administered according to federal rules permitting employer-sponsored wellness programs that seek to improve employee health or prevent disease, including the Americans with Disabilities Act of 1990, the Genetic Information Nondiscrimination Act of 2008, and the Health Insurance Portability and Accountability Act, as applicable, among others. If you choose to participate in the wellness program you will be asked to complete a voluntary health risk assessment or "HRA" that asks a series of questions about your health-related activities and behaviors and whether you have or had certain medical conditions (e.g., cancer, diabetes, or heart disease). You will also be asked to complete a biometric screening, which will include a blood test for cholesterol and blood glucose. You are not required to complete the HRA or to participate in the blood test or other medical examinations.

However, employees/spouses who choose to participate in the wellness program will receive a decreased 2018 health insurance premium for:

- Completing a health risk assessment questionnaire
- Submitting biometric and lab results from a preventive visit
- Completing a Personal Health Review with a nurse if your score is 85 or below
- Participating in quarterly health coaching if your score is below 80 (required for 2019 incentive)

Only employees/spouses who complete the above requirements will receive the health insurance premium discount.

Incentive will go into effect January 2018 for the plan year. Incentive: \$25/month for Employees (on the plan) and \$10/month for spouses (on the plan) who complete the requirements.

If you are unable to participate in any of the health-related activities or achieve any of the health outcomes required to earn an incentive, you may be entitled to a reasonable accommodation or an alternative standard. You may request a reasonable accommodation or an alternative standard by contacting Member Support at 1.888.251.2260 or by email at membersupport@lockton.com.

The information from your HRA and the results from your biometric screening will be used to provide you with information to help you understand your current health and potential risks, and may also be used to offer you services through the wellness program, such as health coaching. You also are encouraged to share your results or concerns with your own doctor.

Protections from Disclosure of Medical Information

We are required by law to maintain the privacy and security of your personally identifiable health information. Although the wellness program and Lockton Health Risk Solutions may use aggregate information it collects to design a program based on identified health risks in the workplace, Lockton Health Risk Solutions will never disclose any of your personal information either publicly or to the employer, except as necessary to respond to a request from you for a reasonable accommodation needed to participate in the wellness program, or as expressly permitted by law. Medical information that personally identifies you that is provided in connection with the wellness program will not be provided to your supervisors or managers and may never be used to make decisions regarding your employment.

Your health information will not be sold, exchanged, transferred, or otherwise disclosed except to the extent permitted by law to carry out specific activities related to the wellness program, and you will not be asked or required to waive the confidentiality of your health information as a condition of participating in the wellness program or receiving an incentive. Anyone who receives your information for purposes of providing you services as part of the wellness program will abide by the same confidentiality requirements. The only individual(s) who will receive your personally identifiable health information is a Lockton Health Risk Solutions registered nurse in order to provide you with services under the wellness program.

The personally identifiable medical information obtained through the wellness program will not be shared with anyone but you. Your information is stored electronically encrypted, and no information you provide as part of the wellness program will be used in making any employment decision. Precautions will be taken to avoid any data breach, and in the event a data breach occurs involving information you provide in connection with the wellness program, we will notify you immediately.

You may not be discriminated against in employment because of the medical information you provide as part of participating in the wellness program, nor may you be subjected to retaliation if you choose not to participate.

If you have questions or concerns regarding this notice, or about protections against discrimination and retaliation, please contact Member Support at 1.888.251.2260 or by email at membersupport@lockton.com.

INTRODUCTION

We are excited to start with you on your wellness journey at City of Bellevue in 2017. Enclosed you will find the instructions for completing the requirements.

Your wellness program is designed to assess your current level of health and wellness, as well as assist you to achieve your optimum health status. Steps 1 and 2 of the program include a self-report of health habits as well as lab and biometric assessment. Steps 3 and 4 involve a review of your Personal Health Report with a nurse and ongoing Health Coaching as indicated.

2017 Requirements for Wellness Participation

- ❖ **Submit your Wellness Program Enrollment** form to your HR department during the open enrollment meeting.
- ❖ **Complete online Health Risk Assessment (HRA)** no later than December 31, 2017.
- ❖ **Submit Preventive Visit form** by December 31, 2017. **Results must be received by this date, so you will want to see your physician in advance of this date.**
- ❖ **Meet with a Wellness Coach to review your Personal Health Report** and Score by 2/28/2018. (Required for scores of 85 or less, Scores greater than 85 are welcome but not required to meet with the nurse).
- ❖ **Health Coaching in 2018.** Participants who score less than 80 in 2017 will be required to participate in quarterly health coaching in 2018 in order to be eligible to receive their 2019 incentive.

Incentive: \$25/month for Employees (on the plan) and \$10/month for spouses (on the plan)

City of Bellevue is committed to helping you achieve your best health status. Rewards for participating in a wellness program are available to all participants. If it is unreasonably difficult or inadvisable for you to work toward your program's requirements, we will work with you (and your doctor if you wish) to develop a wellness program that is right for you. Please contact Lockton Health Risk Solutions via email at membersupport@lockton.com or phone at 1.888.251.2260 to request such consideration. See Wellness Accommodations on page 5 for more information. We want everyone to feel supported and welcome as they take advantage of the wellness benefit provided by City of Bellevue.

The Lockton Health Risk Solutions Team

WELLNESS PROGRAM 2017

Your Personal Health Report is a compilation of results from your HRA, biometrics, and lab screening. Based on this data, you will receive a score between 0 and 100. The following steps outline how you can complete these requirements.

STEP 1: ONLINE Health Risk Assessment (HRA)

The online HRA will be open through **December 31, 2017**.

1. You will log on to the Health Risk Solutions Webpage—<http://www.LocktonforHealth.com> and click on the button “Take Health Risk Assessment”—English.
2. Next, you will have to enter your Employer ID # **210017**. At the time you begin the HRA, an e-mail will be sent to your e-mail address containing a 14 digit personal login. You will only need to use this in the event that you would need to stop the HRA and restart where you left off at a later time.

If you completed the HRA in previous years, you will need to create a new username for 2017. Re-entering your 2016 HRA and making the changes for this year will not qualify as completion.

If you do not receive either an email confirming receipt of your results or access to your personal health report, then your results were not received.

All participants MUST complete the HRA in order for their biometric screening and laboratory results to be entered into the system.

Reminder: HRA closes December 31, 2017

STEP 2: Preventive Physical Exam and Laboratory

1. Schedule a PREVENTIVE physical exam with your physician. We ask that your provider record a measurement of your height, weight, waist circumference (at the belly button), neck circumference, and blood pressure on the attached sheet. We ask that your physician perform the requested testing without substitutions.
2. Results of the biometrics from the visit will be accepted with the requested laboratory work through **December 31, 2017**. If you have already had your preventive visit, you may submit those results as long as your visit occurred after **December 1, 2016**.

Results must be received by this date, so you will want to see your physician in advance of this date.

Neither City of Bellevue nor your insurance company will have access to your personal health results. City of Bellevue will only be given an aggregate report (no names or identifying information) which outlines the company's overall health status, and to help them determine health insurance plan needs.

If you are pregnant, you are not required to participate in this wellness process. Please have your physician fax us a note that includes your full name, date of birth, and that you are currently pregnant and under their care. We will document that you are “complete” in our files. We will respect your privacy in this matter.

Lockton Health Risk Solutions is compliant with all HIPAA and GINA guidelines for personal health information.

STEP 3: Review of Personal Health Report

Review of Personal Health Report with a nurse
(Required for scores of ≤ 85 ; voluntary for employees with scores 86 or higher)

This step is an opportunity to review your Personal Health Report with a professional nurse who will explain your results and answer any questions that you may have. Our nurses will reinforce the areas in which you have good health practices, as well as areas in which you can improve. They will provide educational materials and direct you to additional health resources as necessary. You will be asked to set health goals at this time.

These review sessions are usually 20-25 minutes in length. It will be helpful if you have a printed copy of your Personal Health Report along with any questions or concerns at your consultation session.

***Must be completed by 2/28/2017 or you will be dropped from the wellness program.**

STEP 4: Quarterly Health Coaching

(Required for participants with a score lower than 80)

The nurses will help you better understand your health, assist you in choosing health goals, and support you in achieving them. Health Coaching will be offered approximately every three months up to a total of 3 sessions.

This program consists of continued support via quarterly meetings with your nurse.

***This must be completed for those required in order to be eligible for the 2019 incentive.**

Wellness Accommodations

City of Bellevue with Lockton Health Risk Solutions provides alternatives for these goals. If your employer's goals are considered unreasonably difficult due to a medical condition or are medically inadvisable, please contact Member Support at 1.888.251.2260 or by email at membersupport@lockton.com to request an accommodation form.

Lockton Health Risk Solutions

Phone: 1-888-251-2260

Email: MemberSupport@Lockton.com

Excellent	85 - 100
Good	70 - 84
Fair	55 - 69
High Risk	54 or less

HEALTH SCORING SYSTEM 2017

Health Category	Results and Points						
Diabetes							
Hemoglobin A1c	20 pts	17.5 pts	15 pts	12.5 pts	10 pts	5 pts	
Non-Diabetic	< 5.7	5.7	5.8	5.9	6.0	> 6.0	
Diabetic	< 7.0	7.0 – 7.3	7.4 – 7.7	7.8 – 7.9	8.0	> 8.0	
OR							
Fasting Glucose	20 pts	17.5 pts	15 pts	12.5 pts	10 pts	5 pts	
Non-Diabetic	< 100	100 – 109	110 – 119	120 – 125	125 – 135	> 135	
Diabetic	< 125	125 – 134	135 – 144	145 – 154	155 – 159	> 159	
Body Mass Index (BMI)	20 pts	17.5 pts	15 pts	12.5 pts	10 pts	5 pts	2.5 pts
	18.5 – 25.0	< 18.5 or					
AND							
Waist Circumference	20 pts	17.5 pts	15 pts	12.5 pts	10 pts	5 pts	2.5 pts
Female < 36 inches or Male < 41 inches		> 25 – 27.5	> 27.5 – 30	> 30 – 34.9			
Female > 35 inches or Male > 40 inches			> 25 – 27.5	> 27.5 – 30	> 30 – 34.9	> 35 – 40	> 40
Systolic Blood Pressure	10 pts		8 pts	6 pts	4 pts		2 pts
If 18 – 59 years	< 140			140 – 149	150 – 159		≥ 160
If ≥ 60 years	< 150			150 – 159			≥ 160

Health Category	Results and Points				
Diastolic Blood Pressure	10 pts	8 pts	6 pts	4 pts	2 pts
	< 90		90 – 99		> 99
LDL Cholesterol	10 pts	8 pts	6 pts	4 pts	2 pts
Dx CAD, DM, CVA	< 100	100 – 109	110 – 119	120 – 129	> 129
OR					
If any 2 of the following:	< 130	130 – 139	140 – 149	150 – 159	> 159
❖ Male > 45 or Female > 55 and ❖ SBP > 140 ❖ DBP > 90			❖ Dx HTN ❖ If HDL < 40 ❖ If + Tobacco		
OR					
If 1 or less is true:	< 160	160 – 169	170 – 179	180 – 189	> 190
❖ Male > 45 or Female > 55 and ❖ SBP > 140 ❖ DBP > 90			❖ Dx HTN ❖ If HDL < 40 ❖ If + Tobacco		
Triglycerides	10 pts	8 pts	6 pts	4 pts	2 pts
	< 150	150 – 179	180 – 199	200 – 250	≥ 250
Tobacco Use	20 pts			0 pts	
	No			Yes	
<p>The weight of scores associated with these categories have been established according to the guidelines set forth by the JNC 8 Committee 2014 Evidenced Based Guidelines for the Management of High Blood Pressure in Adults; AHA/ACC 2013 guidelines on lifestyle management to reduce cardiovascular risk; and the "Standards of Medical Care in Diabetes" from the American Diabetes Association, 2014; Lockton Scoring Revision 2015.</p>					

GINA AUTHORIZATION FORM

Required: Authorization to be completed by **SPOUSE** prior to the collection, in exchange for an incentive, of information regarding the spouse's health history or current health status.

City of Bellevue offers a wellness program to certain employees and their dependents. As part of the wellness program, spouses are invited to complete a *voluntary* health risk assessment (HRA) through which the spouse will provide information about his or her health history, health status or both. We may provide financial or other incentives to employees whose spouses participate in the HRA.

Your participation in the HRA is voluntary. You are not required to participate in the HRA. If you decide to participate, and if there are questions in the HRA related to your own family medical history or your own genetic information (these questions, if any, are identified on the HRA), you are not required to answer them in order for the employee to receive any incentive we offer for your completion of the HRA.

We'll use the health information you provide to help you. Findings gathered from the HRA will be used to provide you with information to help you understand your current health and potential risks, and may also be used to offer health-related services to you.

Your health information is confidential. We are required by law to maintain the privacy and security of your personally identifiable health information. Unless we are conducting the HRA, the medical information collected will not be available to us in a way that allows us to identify you or the employee. However, we may use aggregate or summary (e.g., de-identified) information from the HRA to design or provide additional health services. Any individually identifiable medical information we obtain through the wellness program will be maintained separate from personnel records, information stored electronically will be encrypted, and no information you provide will be used in making employment decisions. Appropriate precautions will be taken to avoid a data breach, and in the event a data breach occurs, involving information you provide in connection with the wellness program, we will notify you promptly after learning of the breach.

Your health information will not be sold, exchanged, transferred, or otherwise disclosed except to the extent permitted by law to carry out specific activities related to the wellness program (including the health plan which it is a part of), and you will not be asked or required to waive the confidentiality of your health information as a condition of participating in the wellness program or our provision of an incentive. Anyone who receives your information for purposes of providing you services as part of the wellness program is required to abide by the same confidentiality requirements. In addition to you, the only individuals who will receive your personally identifiable health information will be licensed health care professions and board certified genetic counselors in order to provide you with health or genetic services under the wellness program. We may disclose your information as necessary to respond to a request from you for a reasonable accommodation to allow you to participate in the wellness program, or as expressly permitted by law.

If you have questions or concerns regarding this notice, or about protections against discrimination and retaliation, please contact Lockton Health Risk Solutions at 1.888.251.2260 or membersupport@lockton.com.

___ ACCEPT: I wish to participate in the voluntary health risk assessment.

___ DECLINE: I do not wish to participate in the health risk assessment, and understand that by not participating neither I nor my spouse (the employee) will receive the incentive offered in exchange for my participation.

Name: _____

Signature: _____

Date: _____

PREVENTIVE PHYSICAL EXAM

Exam results accepted December 1, 2016 – December 31, 2017

Dear Physician:

At City of Bellevue we value the health and well-being of our employees. As part of our Wellness Program, employees will receive their wellness incentive by completing certain requirements. An annual PREVENTIVE physical exam is one of those requirements.

Respectfully we ask that you perform the **relevant testing that is allowed within preventive care guidelines**. We ask that at a minimum a complete lipid panel and Fasting Glucose tests are performed. **If additional testing that is not “preventive” is provided, please discuss any charges that may be incurred.**

Please support our efforts by communicating with your patient the results of these screenings and the importance of preventive health and of controlling risk factors.

Additional testing may be provided per physician judgment and after discussing with the patient. Testing outside what is noted above may be subject to a co-pay or deductible, as per preventive care guidelines.

We ask that you complete the City of Bellevue Physical Exam and Biometric Screening Physician Form attached and then:

Please fax to:
Lockton Health Risk Solutions Attn: Brittany Whittington 1-888-251-2264 (Secure Fax)
Please provide your email or phone so we can confirm receipt of the fax.

If the client is pregnant – they are not obligated to participate. Just fax us a note from your office stating that the client is pregnant and under your care.

Healthy Regards,

Lockton Health Risk Solutions

PHYSICAL EXAM AND BIOMETRIC SCREENING PHYSICIAN FORM

Exam results accepted December 1, 2016 – December 31, 2017

Results must be received by Lockton Health Risk Solutions no later than December 31, 2017.

Participant Information			
Participant Name:			
<input type="checkbox"/> Employee	<input type="checkbox"/> Spouse	Participant Date of Birth:	/ /
Participant Email Address: (to confirm receipt of information)			
Participant Phone Number:		()	
Physician Information			
Physician Name:			
Physician Phone Number: ()		Date of Assessment:	/ /
IMPORTANT INFORMATION FOR PHYSICIAN			
<ul style="list-style-type: none"> ❖ The purpose of physical and screening is to promote the importance of preventive health and controlling risk factors. ❖ Please perform the requested / relevant age related physical exam testing and biometric screening for the participant and complete the Screening Tests and Lab Result information below. 			
Screening Tests and Lab Results			
Height:	inches	Participant Fasting?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Weight:	pounds	Total Cholesterol:	
Waist Circumference:	inches	HDL Cholesterol:	
(please measure directly around the waist using the belly button as your landmark)		LDL Cholesterol:	
Blood Pressure:		Triglycerides:	
		Glucose/HemA1c:	
Anything beyond these requirements performed at the discretion of the physician.			
Physician: Please initial that you completed these measurements and provided laboratory results as allowed within preventive services guidelines.		Additional Lab Results: <input type="checkbox"/> To Follow <input type="checkbox"/> Attached <input type="checkbox"/> Not Performed	
Physician Signature:		Date:	/ /
Participant: By signing below, you acknowledge that you have read and accept the ADA and GINA notices included in your wellness packet.			
Participant Signature:		Date:	/ /
PLEASE FAX BIOMETRIC AND LAB RESULTS TO:		Health information provided to Lockton is confidential and HIPAA compliant. If you have questions or concerns regarding sending the Biometric or Laboratory information please contact Lockton Health Risk Solutions: nurseline@lockton.com or call 1-888-251-2260.	
Lockton Health Risk Solutions Attn: Brittany Whittington Fax #: 1-888-251-2264 (Secure Fax)			

Our Mission

To be the worldwide value and service leader in insurance brokerage,
risk management, employee benefits, and retirement services

Our Goal

To be the best place to do business and to work



RISK MANAGEMENT | EMPLOYEE BENEFITS | RETIREMENT SERVICES

www.lockton.com

56
11-13-17

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE:	11/13/2017	AGENDA ITEM TYPE:	
SUBMITTED BY: Finance Director		SPECIAL PRESENTATION	<input checked="" type="checkbox"/>
		LIQUOR LICENSE	<input type="checkbox"/>
		ORDINANCE	<input type="checkbox"/>
		PUBLIC HEARING	<input type="checkbox"/>
		RESOLUTION	<input type="checkbox"/>
		CURRENT BUSINESS	<input type="checkbox"/>
		OTHER (SEE CLERK)	<input type="checkbox"/>

SUBJECT:
Presentation and request for approval of annual renewal of the City Employee Medical, Dental, Vision, Legal, Life and Disability Insurance for 2018

SYNOPSIS:
The City provides subsidized healthcare insurance to qualified employees and retirees. The subsidies for current employees are 92.5% for individual coverage and 82% for other coverage. No increase in the medical premium is proposed and no other changes to the plan are contemplated at this time and no changes are anticipated in the other coverages.

FISCAL IMPACT:
Favorable to budget.

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

PROJECT NAME, CALENDAR AND CODING:

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

RECOMMENDATION:
Approve the 2018 insurance plans and premiums.

BACKGROUND:
Mike Williams from Williams-Deras will provide information in his presentation. The health care insurance committee comprised of the bargaining units and representatives of the city met several times to discuss the insurance plan and claims experience. As there is no increase in premiums for 2018, the committee agrees with continuing the current plan.

ATTACHMENTS:

1	_____	4	_____
2	_____	5	_____
3	_____	6	_____

SIGNATURES:
ADMINISTRATOR APPROVAL: *[Signature]*
FINANCE APPROVAL: _____
LEGAL APPROVAL: *[Signature]*

City of Bellevue

Medical Benefit Analysis

Effective Date January 1, 2017

Williams-Deras & Associates

Partial Self Fund / Employee Renewal Plan 2017-2018 BC/BS of Nebraska PPO		
Preferred Provider Organization	In-Network	Out-of-Network
BENEFIT OVERVIEW		
<u>Deductible</u>		
Single	\$250	\$6,000
Family	\$500	\$12,000
<u>Coinsurance</u>	50% / 50%	50% / 50%
<u>Out of Pocket Maximum</u>		
Single (includes the deductible)	\$1,000	\$8,000
Family (includes the deductible)	\$2,000	\$16,000
BENEFIT HIGHLIGHTS		
<u>Physician Visit</u>	\$30 Copayment per visit \$45 Copayment for Specialist	Deductible then 50%
<u>ADULT / Preventive Services</u>	Plan Pays 100%	Deductible then 50%
<u>CHILD/BABY / Preventive Services</u>	Plan Pays 100%	Deductible then 50%
<u>Emergency Room</u>	\$100 Copayment per visit	Deductible then 50%
<u>Urgent Care Center</u>	\$50 Copayment per visit	Deductible then 50%
<u>Hospital Services</u>		
Inpatient	Deductible then 50%	Deductible then 50%
Outpatient	Deductible then 50%	Deductible then 50%
Maternity	Deductible then 50%	Deductible then 50%
<u>Prescription Drugs</u>	TIER 1 --- \$10.00 / Generic Formulary TIER 2 --- \$30.00 / Brand Formulary TIER 3 --- \$50.00 / Non-Formulary SPECIALTY --- \$100.00	TIER 1 --- \$10.00 +25% / Generic Formulary TIER 2 --- \$30.00 +25% / Brand Formulary TIER 3 --- \$50.00 +25% / Non-Formulary SPECIALTY --- NOT COVERED
<u>Overall Lifetime Maximum</u>	UNLIMITED	
<u>Mental/Nervous</u>		
Inpatient	Deductible then 50%	Deductible then 50%
Outpatient	\$30 Copayment per visit / Office Services	Deductible then 50%
<u>Substance Abuse</u>		
Inpatient	Deductible then 50%	Deductible then 50%
Outpatient	\$30 Copayment per visit / Office Services	Deductible then 50%

Employee Portion for 2017
Monthly Premium Amounts

MEDICAL

Employee \$61.08
Employee/Spouse \$297.80
Employee/Children \$259.32
Family \$423.36

DENTAL

Employee Only \$0.00
Family \$52.28

NOTE:
1) This is a summary of benefits provided by the plans. Refer to the carrier's descriptive material for a full discussion of benefits and rates.

7a
11-13-17

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE:	October 9, 2017	AGENDA ITEM TYPE:
SUBMITTED BY: Chris Shewchuk, Planning Director <i>CMS</i>	SPECIAL PRESENTATION	<input type="checkbox"/>
	LIQUOR LICENSE	<input type="checkbox"/>
	ORDINANCE	<input checked="" type="checkbox"/>
	PUBLIC HEARING	<input type="checkbox"/>
	RESOLUTION	<input type="checkbox"/>
	CURRENT BUSINESS	<input type="checkbox"/>
	OTHER (SEE CLERK)	<input type="checkbox"/>

SUBJECT:
Request to rezone Lot 1, Southeast Plaza, from BGH to ML for the purpose of light industrial use. Applicant: Brent Beller for Fullenkamp, Doyle & Jobeun. Location: 909 Fort Crook Road North.

SYNOPSIS:
The applicant is requesting a change of zone from BGH to ML so that the property can be used for an expansion of the existing Marathon Ventures food processing facility located adjacent to this site.

FISCAL IMPACT:
None

BUDGETED ITEM: YES NO

PROJECT # & TRACKING INFORMATION:
N/A

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

BACKGROUND:
Brent Beller for Fullenkamp, Doyle & Jobeun is requesting a change of zone on behalf of Marathon Ventures to allow for the expansion of the existing food processing facility located on the lot immediately south of this property. Marathon Ventures has acquired this property--the former No Frills Grocery Store--and wants to expand its operation into this facility. The building will be remodeled to allow for access between the two sides of the structure; there will also be exterior remodeling and landscaping installed. Based upon the low impact the existing operation has had on the surrounding area, the expansion of the ML zoning should not have a negative effect.

ATTACHMENTS:

1 PC recommendation	4
2 Planning Department staff report	5
3 Proposed Ordinance	6

SIGNATURES:
 ADMINISTRATOR APPROVAL: *[Signature]*
 FINANCE APPROVAL: NA
 LEGAL APPROVAL: *[Signature]*

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: Fullenkamp, Doyle, & Jobeun
LOCATION: 909 Fort Crook Road North
CASE #: Z-1706-04
CITY COUNCIL HEARING DATE: October 23, 2017
REQUEST: to rezone Lot 1, Southeast Plaza, from BGH to ML for the purpose of industrial use.

On September 21, 2017, the City of Bellevue Planning Commission voted six yes, zero no, zero abstained, and two absent to recommend:

APPROVAL based upon conformance with the Zoning Ordinance and Comprehensive Plan, as well as lack of perceived negative impact upon the surrounding area.

VOTE:

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

Planning Commission Hearing (s) was held on: September 21, 2017

CITY OF BELLEVUE PLANNING DEPARTMENT

RECOMMENDATION REPORT # 2

CASE NUMBERS: Z-1706-04

FOR HEARING OF:

REPORT #1: September 21, 2017

REPORT #2: October 23, 2017

I. GENERAL INFORMATION

A. APPLICANT:

Fullenkamp, Doyle, & Jobeun
Attn: Brent Beller
11440 W. Center Road
Omaha, NE 68144

B. PROPERTY OWNERS:

Marathon Equity, LLC
Attn: John Larsen
901 Fort Crook Road North
Bellevue, NE 68005

C. LOCATION:

909 Fort Crook Road North

D. LEGAL DESCRIPTION:

Lot 1, Southeast Plaza, located in the Northwest $\frac{1}{4}$ of Section 23, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

E. REQUESTED ACTION:

Rezone Lot 1, Southeast Plaza, from BGH to ML.

F. EXISTING ZONING AND LAND USE:

BGH, former No Frills Supermarket (currently vacant)

G. PURPOSE OF REQUEST:

The purpose of this request is to obtain approval of a rezoning for the purpose of light industrial use.

H. SIZE OF SITE:

The site is approximately 5 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

The site is presently developed with a vacant commercial building constructed in 1984. The remainder of the property is a paved parking lot.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

- 1. **North:** Southroads Technology Park, BG (across Childs Road)
- 2. **East:** Multi-family residential, RG-20-PS
- 3. **South:** Marathon Ventures, ML
- 4. **West:** Single family residential, RD-60 (across Ft. Crook Road)

C. REVELANT CASE HISTORY:

On September 21, 2017, the Planning Commission recommended approval of a request to rezone Lot 1, Southeast Plaza, from BGH to ML for the purpose of industrial use.

D. APPLICABLE REGULATIONS:

- 1. Section 5.27, Zoning Ordinance, regarding ML uses and requirements.

III. ANALYSIS

A. COMPREHENSIVE PLAN:

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

B. OTHER PLANS:

None

C. TRAFFIC AND ACCESS:

1. The 2014 MAPA Traffic Flow Chart estimates 17,500 vehicles per day along Fort Crook Road North near Lindyview Drive.
2. The property has access from two points along Childs Road East.

D. UTILITIES:

All utilities are available to this property.

E. ANALYSIS:

1. Brent Beller, on behalf of Marathon Equity, LLC, has submitted a request to rezone Lot 1, Southeast Plaza, from BGH (Heavy General Business) to ML (Light Manufacturing).
2. Marathon Ventures processes and packages nuts, popcorn, and coffee in the adjacent building to the south of this property. They desire to repurpose the vacant No Frills Supermarket building into an expansion of their facility.
3. Marathon Ventures does not intend to add on to the existing structure located at 909 Fort Crook Road North, nor will this redevelopment modify the existing street layout in any way.
4. A landscape plan has been submitted which complies with the bufferyard requirements. In addition, Marathon Ventures will be doing landscaping in the parking lot, which will be an extension of the landscaping at their current facility.
5. This application was sent out for review by the following departments and individuals: Public Works, Permits and Inspections, Chief of Police, Offutt Air Force Base, Fire Inspector, Sarpy County Planning Director, Sarpy County Public Works Department, and the Bellevue Public School District. The cover letter indicated a deadline to send comments back to the Planning Department, and also stated if the requested department did not have comments pertaining to the application, no response was needed.

No comments were received on this case.
6. The Future Land Use Map of the Comprehensive Plan designates this area as flex space. By definition, flex space provides for a variety of commercial, retail, and industrial uses.

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

APPROVAL based upon conformance with the Zoning Ordinance and Comprehensive Plan, as well as lack of perceived negative impact upon the surrounding area.

V. PLANNING COMMISSION RECOMMENDATION

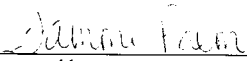
APPROVAL based upon conformance with the Zoning Ordinance and Comprehensive Plan, as well as lack of perceived negative impact upon the surrounding area.

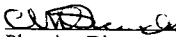
VI. ATTACHMENTS TO REPORT

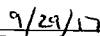
1. Zoning Map
2. GIS aerial photo of the property
3. Justification Letter received August 18, 2017
4. Landscape plan received September 11, 2017

VII. COPIES OF REPORT TO:

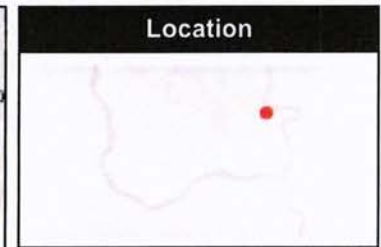
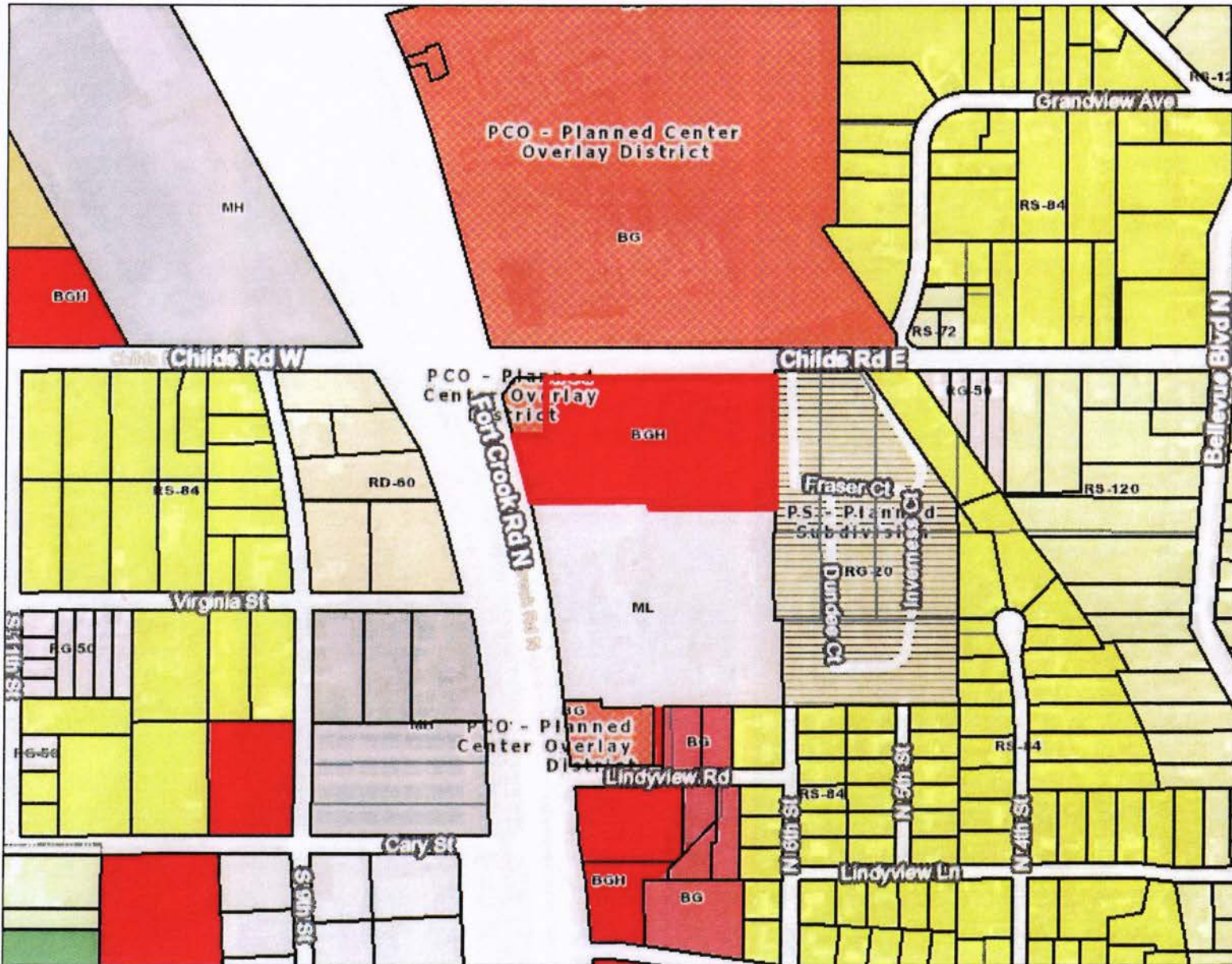
1. Fullenkamp, Doyle, & Jobeun
2. Marathon Equity, LLC
3. Public Upon Request


Prepared by: _____


Planning Director

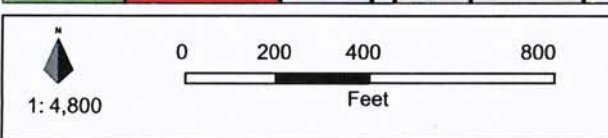

Date of Report

Zoning Map 909 Fort Crook Road North



Legend

Road Centerlines

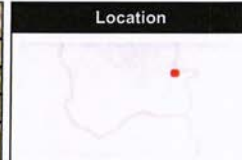


This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the source records and information sources to ascertain the usability of the information.

Sarpy County GIS

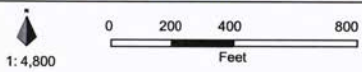
1210 Golden Gate Dr.
Suite 1130
Papillion, NE 68046
maps.sarpy.com

909 Fort Crook Road North



Legend

Road Centerlines



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

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

Statement of Rezoning

The site is currently zoned Heavy General Business (BGH). Marathon Ventures plans to rezone the site from Heavy General Business to Light Manufacturing (ML) so that the proposed operations and retail center will fully-comply with the City's zoning ordinances. The rezoning is consistent with the City's Comprehensive Development Plan and is compatible with the surrounding developments, including Marathon Ventures' current operations on the parcel that abuts the site immediately to the South. The proposed redevelopment will not result in any material modification to the street layout, street levels or grades, or building codes and ordinances of the site. Additionally, the proposed project will not result in any material changes to the population densities, land coverage or building intensities of the area surrounding the site.

RECEIVED
AUG 18 2017
PLANNING DEPT.



RECEIVED
SEP 11 2017
PLANNING DEP

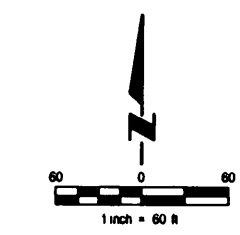
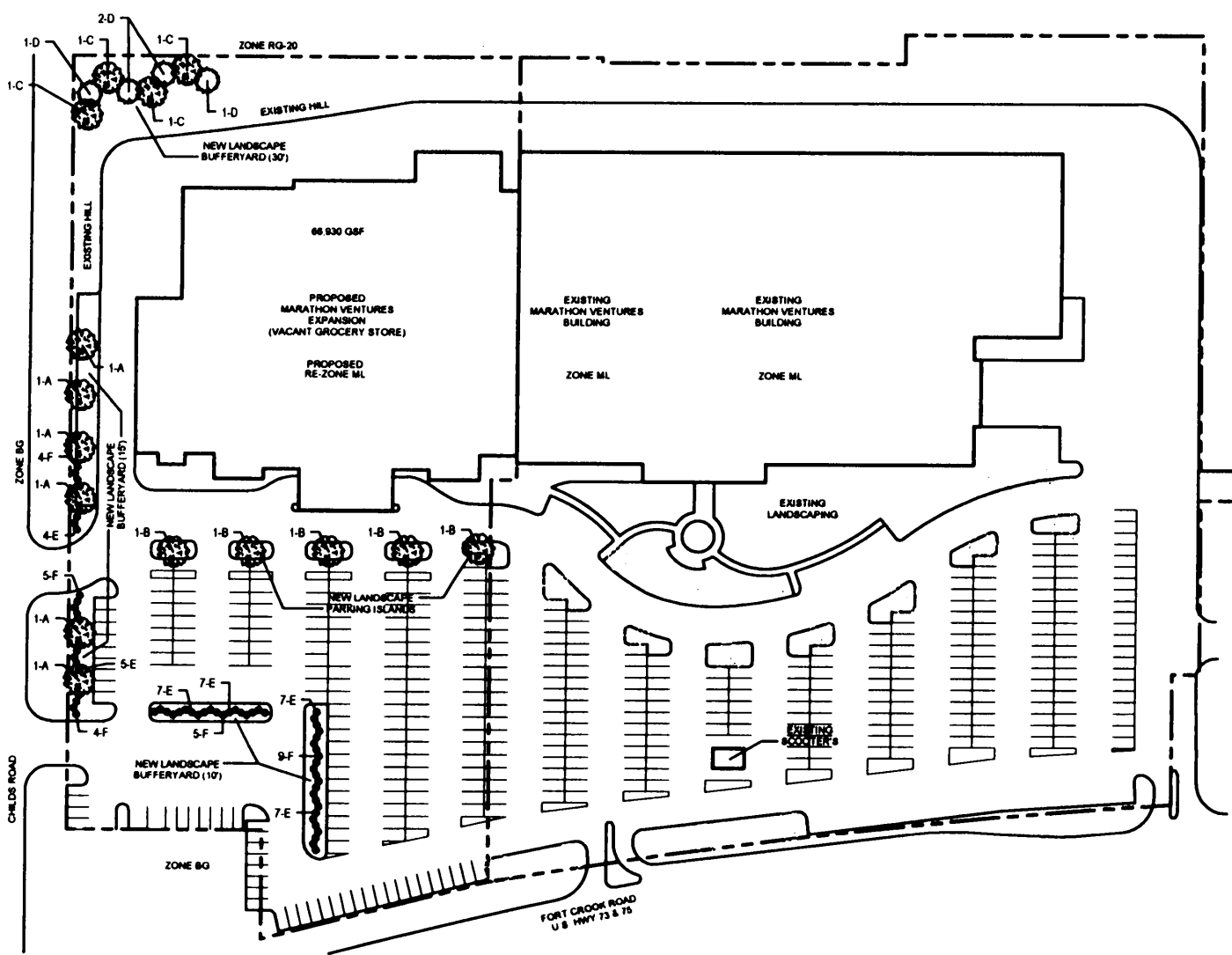
E & A CONSULTING GROUP, INC.
Engineering • Planning • Environmental & Field Services



MARATHON VENTURES
801 NORTH FORT CROOK ROAD
BELLEVUE, NEBRASKA

LANDSCAPE PLAN

Project No.	27017-001	Date	08/27/2015
Drawn By	JML	Checked By	JML
Scale	1" = 30'	Sheet	1 of 1
Project Name	Marathon Ventures		



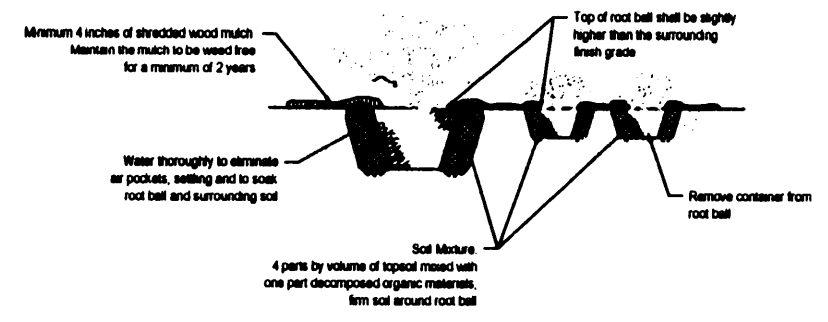
PLANT SCHEDULE

SYM	QTY	BOTANICAL NAME	COMMON NAME	SIZE	TYPE
A	6	Gleditsia triacanthos 'Skyline'	Skyline Honeylocust	2"	B&B
B	5	Acer freemanii 'Jeffersred'	Autumn Blaze Maple	2"	B&B
C	4	Ulmus Frontier	Frontier Elm	2"	B&B
D	4	Picea pungens 'Glauca'	Colorado Blue Spruce	8'-9'	B&B
E	37	Cornus stolonifera 'Farrow'	Arctic Fire Red Twig Dogwood	3 Gal.	Cont
F	27	Juniperus chinensis 'Sea Green'	Sea Green Juniper	3 Gal.	Cont

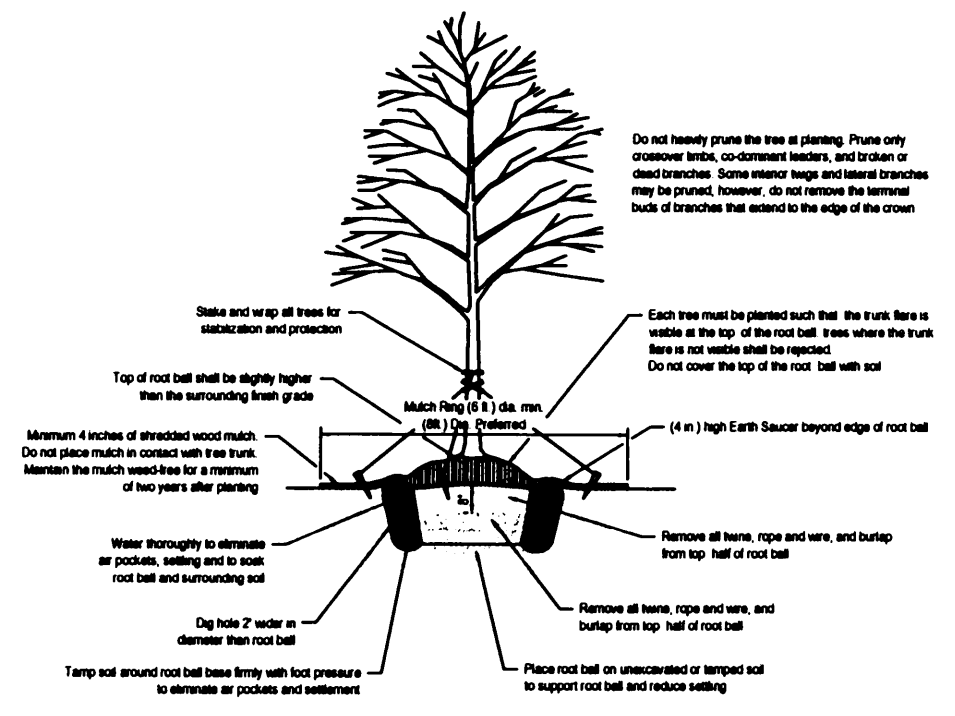
NOTES: *Trees & shrubs may need field adjusted to avoid utility lines.*

□ - Areas to be installed with sod & irrigation.

- Existing Trees to Remain.



SHRUB & PERENNIAL PLANTING DETAIL
NOT TO SCALE



TREE PLANTING DETAIL - B & B TREE
NOT TO SCALE

LANDSCAPE NOTES

1. Locate and verify the location of all underground utilities prior to the start of any construction. Care should be taken not to disturb any existing utilities. During construction, any damage to utilities or other improvements caused by the Contractor will be repaired at no cost to the Owner.
2. All plant material shall be of good quality and sizes shall meet required size specifications.
3. All plants are to be watered in immediately after planting and then watered once a week for a period of two months from time of planting.
4. All plant material shall be guaranteed to be in a live and healthy growing condition for the full growing seasons (trees) and one full growing season (perennials & shrubs) after final project acceptance or shall be replaced free of charge with the same grade and species including labor.
5. Verify all dimensions and conditions prior to starting construction. The location of plant material is critical and shall be installed as indicated on plans. Field adjustments may be necessary based on field conditions (i.e., root ball and drop into conflict). All adjustments must be approved by the landscape architect.
6. The Landscape Contractor shall remove all construction debris and materials injurious to plant growth from planting pits and beds prior to bedding with planting mix. All planting areas shall be free of weeds and debris prior to any work.
7. Provide locally available shredded hardwood mulch on all trees and in all planting beds to a 3-4 inch minimum depth unless otherwise noted. Mulch ring to extend 1'-0" minimum beyond planting pit. Minor site grading to be included if needed.
8. All trees are to be staked for a period of not less than one year from time of planting.
9. Contractor to coordinate work with other amenities contractors.

IRRIGATION NOTES

1. Irrigation bid to include meter pit and city utility fees.
2. Irrigate all sodded areas.
3. Irrigation controller to be mounted in a steel utility box with hump for pad lock.
4. Irrigation system to be guaranteed for 1 year. Written guarantee to be supplied prior to final payment.
5. Irrigation contractor responsible to winterize system one time.
6. Irrigation contractor to furnish as built drawing of the system and catalogue cuts of the installed equipment prior to final payment.
7. Irrigation contractor to provide owner and engineer an irrigation plan shop drawing and equipment catalog cuts for approval prior to installation.
8. Contractor to coordinate work with other amenities contractors.

SODDING NOTES

1. The contractor shall notify the architect at least forty-eight hours in advance of the time he intends to begin sodding and shall not proceed with such work until permission to do so has been granted. No frozen sod shall be placed. No sodding shall be done on frozen earth.
2. Care shall be exercised at all times to retain the native soil on the roots of the sod during the process of transplanting. Dumping from vehicles will not be permitted. The sod shall be planted within eighteen (18) hours from the time it is harvested unless it is lightly rebed or stored roots-to-roots in a satisfactory manner. All sod in stacks shall be kept moist and shall be protected from exposure to the sun and from freezing. No storage longer than three (3) days will be permitted. Sod which becomes dried out or does not meet the specifications will be rejected.
3. There shall be a minimum of six inches, after tamping, of topsoil under all sod. Excavators or trenching shall be made to a sufficient depth below the finished grade of the sod to accommodate the depth of topsoil as specified and the thickness of sod as specified. Fertilizer shall be applied at a rate to provide 100 pounds of nitrogen per acre unless fertilizer has been applied under another item in this contract to the topsoil in the sod bed. Fertilizer applied under this item shall be incorporated with the topsoil to a depth of at least two inches before the sod is laid, unless otherwise specified or approved. Incorporation shall be accomplished by disk, harrow, disk, raking or other approved means.
4. The soil on which the sod is laid shall be reasonably moist and shall be watered, if so directed. The sod shall be laid smoothly, edge to edge, and all openings shall be plugged with sod. Immediately after the sod is laid, it shall be pressed firmly into contact with the soil bed by tamping, rolling, or by other approved methods so as to eliminate all air pockets, provide true and even surfaces, insure bedding and protect all exposed sod edges but without displacement of the sod or deformation of the surface of the sodded areas and watered at the rate of two gallons per square yard of sodded area unless otherwise directed.
5. The contractor shall take care of the sodded areas until all work on the entire contract has been completed, and sod has been mowed twice and then accepted. Such care shall consist of providing protection against traffic by approved warning signs or barricades and the mowing of grass to the height of two inches when the growth attains a maximum height of four inches.
6. Sod shall also be watered. When the sod is watered, sufficient water shall be applied to wet the sod at least two inches deep in the sod bed. Watering shall be done in a manner which will not cause erosion or other damage to the finished surfaces. Any surfaces which become gullied or otherwise damaged shall be repaired to reestablish the grade and conditions of the sod prior to sodding and shall then be re-fertilized and re-sodded as specified under this item.
7. In drainage-ways or slopes, the sod shall be laid with their largest dimensions parallel to the contours. Such sodding shall begin at the base of slopes or grades and the sodding progress in continuous parallel rows working upward. Vertical joints between such sodding shall be staggered. All sod shall be laid to the grades specified and the grades formed with special care at the junction of drainage-ways.
8. Sod shall be held in place by stakes in all drainage-ways, on all slopes steeper than 4:1 and elsewhere where specified or as directed. Pegging shall be done immediately after tamping. At least one stake shall be driven through each sod to be staked, and the stakes shall not be more than two feet apart. Stakes shall have their flat ends against the slope and be driven flush. Stakes for pegging sod shall be of wood, approximately one inch by two inches and of sufficient length to penetrate the sod, the topsoil and to a minimum depth of two inches of subsoil.
9. The contractor shall keep all sodded areas thoroughly watered for a period of thirty (30) calendar days after the initial laying and as often as required thereafter until seed has been fully established (two mowings) and accepted by the engineer and owner. Contractor to use temporary irrigation for the watering of the sod. Contractor to supply all necessary hoses, fittings and sprinklers for all watering needs.
10. All sod must be fully established (two mowings) and growing at the time of inspection and acceptance.

ORDINANCE NO. 3887

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF BELLEVUE, NEBRASKA, AS PROVIDED FOR BY ARTICLE 3 OF ORDINANCE NO. 3619 BY CHANGING THE ZONE CLASSIFICATION OF LAND LOCATED AT OR ABOUT 909 FORT CROOK ROAD NORTH, MORE PARTICULARLY DESCRIBED IN SECTION 1 OF THE ORDINANCE AND TO PROVIDE AN EFFECTIVE DATE.

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

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

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

Lot 1, Southeast Plaza, located in the Northwest ¼ of Section 23, T14N, R13E of the 6th P.M., Sarpy County, Nebraska

From BGH (Heavy General Business District) to ML (Light Manufacturing District)

(Fullenkamp, Doyle, and Jobeun)

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

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

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

APPROVED AS TO FORM:

City Attorney

ATTEST

City Clerk

Mayor

First Reading: 10-9-17

Second Reading: 11-23-17

Third Reading: _____

7a.1
11-13-17

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE:	October 23, 2017	AGENDA ITEM TYPE:
SUBMITTED BY: Chris Shewchuk, Planning Director <i>CMS</i>	SPECIAL PRESENTATION	<input type="checkbox"/>
	LIQUOR LICENSE	<input type="checkbox"/>
	ORDINANCE	<input type="checkbox"/>
	PUBLIC HEARING	<input type="checkbox"/>
	RESOLUTION	<input checked="" type="checkbox"/>
	CURRENT BUSINESS	<input type="checkbox"/>
	OTHER (SEE CLERK)	<input type="checkbox"/>

SUBJECT:

Request for approval of the Redevelopment Project Plan for Lot 1, Southeast Plaza. Applicant: Marathon Equity, LLC. Location: 909 Fort Crook Road North.

SYNOPSIS:

Marathon Equity, LLC is requesting approval of the Redevelopment Project Plan for Lot 1, Southeast Plaza. The plan proposes the remodeling of a vacant grocery store to allow for the expansion of the existing coffee, nut, and popcorn processing facility operated by Marathon in the adjacent building. As part of the redevelopment, the applicant is requesting approval of \$438,949 Tax Increment Financing.

FISCAL IMPACT:

The City will forego approximately \$6,000 in property taxes per year during the TIF payoff period.

BUDGETED ITEM: YES NO

PROJECT # & TRACKING INFORMATION:

N/A

RECOMMENDATION:

The Planning Department and the Planning Commission have recommended approval of this Redevelopment Project Plan.

BACKGROUND:

Marathon Equity, LLC is requesting approval of the Redevelopment Project Plan for Lot 1, Southeast Plaza located at 909 Fort Crook Road North. The location is the site of the former No-Frills grocery store which is now vacant. Marathon Equity currently operates a coffee, nut, and popcorn processing facility in the adjacent building. Approval of the redevelopment plan will allow Marathon to expand into the now vacant building (66,390 square feet) and increase the size of its operation and add up to 25 new jobs. As part of the Redevelopment Plan, the applicant is requesting \$438,949 in Tax Increment Financing to be supported by the increased valuation of the property as a result of the planned improvements.

ATTACHMENTS:

- | | | | |
|---|--------------------------------|---|-------------------------------|
| 1 | Planning Department Staff Memo | 4 | PC recommendation (Exhibit B) |
| 2 | Resolution 2017-22 | 5 | |
| 3 | Redevelopment Plan (Exhibit A) | 6 | |

SIGNATURES:

ADMINISTRATOR APPROVAL:

[Signature]

FINANCE APPROVAL:

[Signature]

LEGAL APPROVAL:

[Signature]

MEMORANDUM

TO: Mayor Rita Sanders
City Administrator Joe Mangiamelli
City Council Members

FROM: Tammi Palm, Land Use Planner

DATE: October 17, 2017 *ULP*

RE: Proposed Redevelopment Plan for 909 Fort Crook Road North

Attached for your review and recommendation is the Redevelopment Plan for Marathon Equity, LLC. This plan proposes the redevelopment of the former No Frills Supermarket building at 909 Fort Crook Road North. This area was designated as blighted and substandard by the City Council. Approval of the Redevelopment Plan is the next step in the redevelopment process.

The existing building on the site was constructed in 1984. It was most recently utilized as a No Frills Supermarket; however, has been vacant in recent years. The applicant is proposing to redevelop the building into an extension of their current packaging and processing facility to the south. The former No Frills building is connected to the Marathon Ventures facility. The applicant intends to complete an interior and exterior rehabilitation of the building and approximately 5 acre site. Proposed exterior renovations and site work include landscaping, enclosing a covered drive through area at the front of the building, paint, and roof repair. Proposed interior work involves demolition, conference room and bathrooms, a kitchen/breakroom area, processing room, electrical, HVAC, fire safety system/sprinklers, and security. Demolition work will entail the removal of all ceiling tiles and lighting, flooring, and the majority of walls. Interior connections are proposed between the two buildings.

Marathon Ventures presently employs 75 full-time employees, and is anticipating the creation of 25 additional jobs over the next 5 years with this project.

The applicant is estimating the property's valuation to be \$2,300,000 upon completion of the redevelopment project, or an increase of approximately \$1,000,000 above its current valuation.

The Redevelopment Plan states there is approximately \$1,000,000 of Tax Increment Financing (TIF) eligible redevelopment costs associated with the project. The applicant is proposing the use of TIF to fund \$438,949 of the expenses. The breakdown of costs and data supporting the payback of TIF expenditures is attached to the Redevelopment Plan for your review.

The Planning Department believes this project will be a benefit to the City through the improvement of a blighted and substandard property. The Comprehensive Plan designates this area as flex space, which allows light industrial uses. The applicant is in the process of requesting a change of zone from BGH (Heavy General Business) to ML (Light Manufacturing), which will support the proposed use.

The Redevelopment Plan meets the requirements of Section 18-2111 of Nebraska State Statutes with respect to required plan contents. As required by Nebraska State Statutes, the Planning Department advertised the public hearing on this application twice in the Bellevue Leader, and sent notification to the governing bodies of Sarpy County, the Papio-Missouri River NRD, Metropolitan Community College, ESU #3, and the Bellevue Public School District.

PLANNING DEPARTMENT RECOMMENDATION:

The Planning Department recommends approval of the Marathon Equity, LLC Redevelopment Plan based on conformance with the Comprehensive Plan, elimination of a blighted and substandard property, conformance with the requirements of the State Statutes, and the opportunity for redevelopment along the Fort Crook Road corridor.

PLANNING COMMISSION RECOMMENDATION:

Approval of the Marathon Equity, LLC Redevelopment Plan based on conformance with the Comprehensive Plan, elimination of a blighted and substandard property, conformance with the requirements of the State Statutes, and the opportunity for redevelopment along the Fort Crook Road corridor.

RESOLUTION 2017-22

WHEREAS, Marathon Equity, LLC ("Marathon"), is the developer of certain real property currently situated within the corporate limits of the City of Bellevue ("City"), legally described as Lots 1, Southeast Plaza, an addition to the City of Bellevue, Sarpy County, Nebraska ("Redevelopment Project Area"); and

WHEREAS, the Redevelopment Project Area is situated within an area previously designated by the Bellevue City Council as blighted and substandard and in need of redevelopment as such terms are defined and contemplated by the Nebraska Community Development Law (Sections 18-2103(10) and 18-2103(11) et seq., R.R.S. Neb.) (the "Act"); and

WHEREAS, Marathon has submitted the Redevelopment Project Plan for the Redevelopment Project Area ("Redevelopment Plan") to the Council for its approval as the authority and the governing body of the City (as such terms are contemplated by the Act) for the redevelopment of the Redevelopment Project Area; and

WHEREAS, the Redevelopment Plan is attached to this Resolution as Exhibit "A"; and

WHEREAS, the Redevelopment Plan anticipates redevelopment of a vacant 66,390 square foot building into a light industrial/commercial development such that Marathon may expand its existing business and utilize the site as the center of its coffee, nut and popcorn processing/packaging operations, and other property improvements as shown in Exhibit "A" (the "Redevelopment Project"); and

WHEREAS, the Redevelopment Plan contemplates that the Redevelopment Project shall be the sole responsibility of, and shall be undertaken and completed at the sole cost and expense of Marathon; and

WHEREAS, it is further anticipated that, when completed, the Redevelopment Project will result in an approximately \$1,000,000 increase in the current assessed valuation of the Redevelopment Project Area, and will also enhance the potential for increases in commercial and other desired development within the surrounding vicinity of the Redevelopment Project Area; and

WHEREAS, the Redevelopment Plan contemplates that pursuant to the covenants, terms and conditions of a redevelopment agreement among the City, Marathon and such other parties as shall be appropriate, the City will issue such appropriate tax increment financing instruments as City shall deem to be appropriate, at the cost of Marathon, in an amount not to exceed the principal sum of \$438,949 which, if fully paid, will reimburse Marathon for costs incurred in furtherance of those eligible Project improvements that are identified in the Plan and the Redevelopment Agreement from the increase in ad valorem real estate taxes levied upon the Redevelopment Project Area over a period of not more than fifteen (15) years from the effective date of the Redevelopment Plan as contemplated by the Act; and

WHEREAS, the Redevelopment Plan contemplates that the tax increment financing instruments to be issued in furtherance of the Redevelopment Project will be fully retired within fifteen (15) years from the effective date of the Redevelopment Plan as a result of the anticipated increase in the assessed value of the Redevelopment Project Area alone (by the payment of the corresponding increase in ad valorem real estate taxes to be levied upon Redevelopment Project Area); and

WHEREAS, following a public hearing convened by the Bellevue Planning Commission pursuant to and in accordance with Section 18-2115 of the Act, the Bellevue Planning Commission concluded that the Redevelopment Plan was in conformity with the general plan for the development of the City and otherwise in conformity with the Act and recommended that this

Council approve the Redevelopment Plan, such recommendation being attached to this Resolution in the form of Exhibit "B"; and

WHEREAS, following a public hearing convened in accordance with the requirements of Section 18-2115 of the Act, and in consideration of all information therein presented together with such other information as this Council has determined to be appropriate, this Council finds:

(a) The Redevelopment Plan is in conformity with the general plan for the development of the City and otherwise in conformity with the legislative declarations and determinations of the Act;

(b) The Redevelopment Project would not be economically feasible without the use of tax-increment financing;

(c) The Redevelopment Project would not occur in the Redevelopment Project Area without the use of tax-increment financing;

(d) The costs and benefits of the Redevelopment Project, including costs and benefits to other affected political subdivisions, the economy of the City, and the demand for public and private services are in the long-term interest of the City, its residents and taxpayers and the Redevelopment Project Area; and

(e) The cost-benefit analysis for the Redevelopment Project, including that analysis identified and discussed in the Redevelopment Plan, i.e.

- (i) Tax shifts resulting from the approval of the use of funds pursuant to Section 18-2147 of the Act;
- (ii) Public infrastructure and community public service needs impacts and local tax impacts arising from the approval of the Redevelopment Project;
- (iii) Impacts on employers and employees of firms locating or expanding within the boundaries of the Redevelopment Project Area;
- (iv) Impacts on other employers and employees within the City and the immediate areas that are located outside the Redevelopment Project Area; and
- (v) Such other impacts determined by this Council, as the Redevelopment Authority and governing body of the City to be relevant to the consideration of costs and benefits arising from the Redevelopment Project,

sufficiently demonstrates to this Council that approval of the Redevelopment Project as outlined in the Redevelopment Plan is in the best interest of the City, its residents and taxpayers, subject to the execution and delivery of a Redevelopment Agreement (and other related agreements) among the City, Marathon and such other appropriate parties, containing covenants, terms and conditions as shall be necessary or appropriate.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL of the City of Bellevue as follows:

1. That the Redevelopment Plan should be and hereby is approved subject to the due execution and delivery of a Redevelopment Agreement and other appropriate agreements by and among the City, Marathon and such other parties as shall be appropriate, to be first approved by this City Council, which agreement(s) shall implement the Redevelopment Plan and set forth the covenants, terms, conditions and other appropriate provisions by which any tax increment financing instruments shall be issued and by which the Redevelopment Project shall be effected.

2. That, subject to the due execution and delivery of a Redevelopment Agreement and other appropriate agreements by and among the City, Marathon and such other parties as shall be appropriate, to be first approved by this City Council, the appropriate City officers, employees and agents shall undertake all such acts as shall be necessary or appropriate to implement the Redevelopment Plan or to otherwise allow for the Redevelopment Project.

PASSED AND ADOPTED THIS 13th DAY OF NOVEMBER, 2017.

Rita Sanders, Mayor

ATTEST:

Sabrina Ohnmacht, City Clerk

EXHIBIT "A" TO RESOLUTION 2017-22

**MARATHON EQUITY, LLC
REDEVELOPMENT PROJECT PLAN**

**909 FORT CROOK ROAD
BELLEVUE, NEBRASKA**

August 18, 2017

Submitted by:

Applicant:
Marathon Equity, LLC
909 Fort Crook Road
Omaha, Nebraska 68005

Attorneys for Applicant:
Brent W. Beller
Larry A. Jobeun
Fullenkamp, Doyle & Jobeun
11440 West Center Road
Omaha, Nebraska 68144
(402) 334-0700

RECEIVED
SEP 11 2017
PLANNING DEPT.

Introduction:

The attached redevelopment plan proposes to redevelop Lot 1, Southeast Plaza located in the Northwest Quarter of Section 23, Township 14 North, Range 13 East of the 6th P.M., Sarpy County, into a light industrial/commercial development such that Marathon Equity, LLC (“Marathon Ventures”) may expand its existing business and utilize the site as the center of its coffee, nut and popcorn processing/packaging operations (the “Operations”). The redevelopment project site includes all of the abutting and adjacent rights-of-way that will receive improvement as may be required by the City of Bellevue, Nebraska.

Site History:

The proposed redevelopment site contains approximately 5.22 acres of land. The site includes a building which is approximately 66,390 square feet in size. The building was constructed in 1984 and housed major grocery retailers for the first 30 years after its construction, most recently serving as a No Frills Supermarket. However, the building is now vacant and the site is entirely unutilized. The cost of the interior improvements and the interior and exterior rehabilitation of the building and other site redevelopment costs are estimated to be \$1,000,000, and the land acquisition costs are in the amount of \$1,300,000.00, though the acquisition costs will not be allocated in the TIF eligible cost summary. Accordingly, the tax increment financing (“TIF”) eligible costs are in the amount of \$1,000,000. The itemized breakdown of TIF eligible costs is attached hereto as Exhibit A. The approval of the redevelopment plan will facilitate the rehabilitation and reuse of the proposed project site by creating the opportunity for TIF to be used as a financing mechanism to cover some of the TIF eligible costs. The assessed value of the proposed redevelopment site as of August 15, 2017 was \$1,300,000.00. The proposed valuation upon full build-out of the site is expected to be approximately \$2,300,000, Exhibit B, is a map of the proposed redevelopment site, which reflects the boundaries of the site and the current zoning and use of the site.

In its present condition, the site would remain as an economic liability to this area and a detriment to the redevelopment of this area within the City. This area of the City has not experienced the level of growth as demonstrated in other areas of the City and will not experience growth unless the City takes an aggressive approach to assist in the redevelopment of the site and area by utilizing all the economic tools available, most notably TIF.

Substandard and Blighted:

The property is located within a community redevelopment area, which has been determined by the City of Bellevue, Nebraska, to be blighted and substandard in accordance with Neb. Rev. Stat. §18-2103.

Land Use/Zoning/Site Redevelopment:

The site is currently zoned Heavy General Business (BGH). Marathon Ventures plans to rezone the site from Heavy General Business to Light Manufacturing (ML) so that the proposed operations and retail center will fully-comply with the City’s zoning ordinances. The rezoning is consistent with the City’s Comprehensive Development Plan and is compatible with the surrounding developments, including Marathon Ventures’ current operations on the parcel that abuts the redevelopment site immediately to the

South. The proposed redevelopment will not result in any material modification to the street layout, street levels or grades, or building codes and ordinances of the site. Additionally, the proposed redevelopment will not result in any material changes to the population densities, land coverage or building intensities of the area surrounding the site.

Utilities/Infrastructure:

Currently, utility services are located in public right-of-ways adjacent to the site and which may be required to be moved in connection with the redevelopment of the site and as required by the City. Additional utility services and public facilities will be added as may be necessary or required by the redevelopment of the site and as required by the City.

The redevelopment provides the mechanism to fund the public improvement costs through the use of TIF. The costs of the redevelopment and public infrastructure improvements are estimated to be \$1,000,000 (See Exhibit A).

TIF Compliance:

The request meets the necessary requirements for consideration under the Nebraska Community Redevelopment Act. The project will provide new employment opportunities in the City. Specifically, Marathon Ventures currently employs 75 full-time employees and anticipates that the proposed redevelopment and expansion project will result in the creation of up to 25 new jobs over the course of the next 5 years, with a projected average pay for each new employee of \$14.50/hour. The TIF proceeds will be used to cover all public improvement costs with the remaining balance of the TIF to be used for site specific TIF eligible costs. The project will have a positive economic growth to the City of Bellevue. Further, as set forth on Exhibit C attached hereto, the up-front costs associated with the acquisition and rehabilitation of the proposed site would be prohibitively high without TIF. As such, Marathon Ventures requests TIF to help offset these costs such that the proposed redevelopment is feasible.

Financing:

The estimated value of the project upon full build-out is estimated to be \$1,000,000. Accordingly, the project will support the TIF request in the principal amount of \$438,949.00 with interest at the rate of six (6%) percent per annum. The amortization schedule is attached hereto as Exhibit D. The remaining project costs will be paid through equity and debt financing.

TIF Cost Benefit Analysis:

The project provides for the continued redevelopment in an area of the City that has been relatively underutilized over the course of the last 10+ years. Because of the high development costs, the benefits of redeveloping this property are marginal to the developers. Accordingly, it is necessary to implement innovative financing approaches to be used to encourage redevelopment and to support the potential growth that will occur because of this and other improvements that are likely to follow within the surrounding area. The following benefits will result from the redevelopment of this area through the use of TIF:

- (1) The use of TIF will not result in tax shifts. The current level of taxes will continue to flow to the current taxing authorities and only the increased value of revenues resulting from the improvements will be applied to the cost of the improvements through the use of TIF.
- (2) No community public service needs will be generated as a result of this project. The proposed TIF will be used, in part, to offset public infrastructure costs that are eligible for TIF.

(3) The development of this site will allow for the continued growth of an expanding industry within the community, which will be accompanied by new employment opportunities (as outlined above). Additionally, the revitalization of the site will have a positive impact on the employers and employees in the immediate area outside the site. Specifically, the redevelopment will continue to add viability to the surrounding area, and will make the site more aesthetically pleasing, which will result in a positive impact on the foot traffic of the surrounding businesses.

(4) The development of this site will continue to provide additional goods available in this part of the City.

(5) The long-term benefits resulting from the elimination of the substandard and blight conditions and the increase in the tax base resulting from the development are other valid justifications for the use of TIF for this project.

The project site meets the requirements of the City's Comprehensive Development Plan and City Ordinances as well as the Nebraska Community Redevelopment Law that establishes the process and requirements for the approval of this Redevelopment Plan.

Based upon the forgoing, the applicant respectfully requests TIF in the amount of \$438,949.00.

Respectfully Submitted

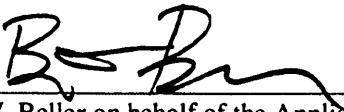
By: 
Brent W. Beller on behalf of the Applicant
Fullenkamp, Doyle & Jobeun
11440 West Center Road
Omaha, Nebraska 68144
(402) 334-0700

Exhibit A

TIF ELIGIBLE COSTS

909 FORT CROOK ROA

Exterior

Landscaping	\$75,000
Enclose Covered Drive	\$30,000
Paint	\$50,000
Roof Repair	\$30,000

Interior

Demo	\$50,000
Conference Room/Bathrooms	\$90,000
Breakroom/Kitchen	\$100,000
Fitness Center	\$0
Processing Rooms	\$100,000
Electrical	\$150,000
HVAC	\$35,000
Fire	\$65,000
Security	\$75,000

Professional Fees

Engineering/Architecture	\$75,000
Contracting	\$75,000

TOTAL: \$1,000,000

Exhibit B



Exhibit C
PROFORMA

**Without TIF
Assumptions**

Rental rate of approximately \$3.50 per sq ft		
Mortgage payment on \$2,300,000 1st		
Mortgage at 6.0% amortized over 20 year period		
Cash Investment From Marathon Ventures	\$	2,300,000
Annual Rental Income:	\$	234,255
Mortgage and other expenses	\$	197,735
Net cash Flow	\$	36,520
Annual Return on 2,300,000 Invested		1.59%

**With TIF
Assumptions**

Rental rate of approximately \$3.50 per sq ft		
Mortgage payment on \$1,861,051 1st		
Mortgage at 6.0% amortized over 20 year period		
Cash Investment From Marathon Ventures	\$	1,861,051
Annual Rental Income:	\$	234,255
Mortgage and other expenses	\$	159,998
Net cash Flow	\$	74,257
Annual Return on 1,861,051 Invested		3.99%

Exhibit D

AMORTIZATION SCHEDULE

DATE	Total Taxable Valuation	Less Pre-Development Base	TF Taxable Valuation	Tax Levy	Tax Revenues	Treasurer's 1% Collection Fee	Revenues Available For TF Loan	Principal	Interest at 6.00%	Total	Loan Balance	Capitalized Interest
0												
0.5	0	0	0	2.16991	0	0	0	\$0	\$0	\$0	\$390,000	11700
1	0	0	0	2.16991	0	0	0	\$0	\$0	\$0	\$401,700	12051
1.5	0	0	0	2.16991	0	0	0	\$0	\$0	\$0	\$413,751	12413
2	0	0	0	2.16991	0	0	0	\$0	\$0	\$0	\$426,164	12785
2.5	1300000	0	2300000	2.16991	24954	250	24704	\$11,536	\$13,168	\$24,704	\$427,413	0
3	1300000	0	2300000	2.16991	24954	250	24704	\$11,882	\$12,822	\$24,704	\$415,531	0
3.5	1300000	0	2300000	2.16991	24954	250	24704	\$12,238	\$12,466	\$24,704	\$403,293	0
4	1300000	0	2300000	2.16991	24954	250	24704	\$12,605	\$12,099	\$24,704	\$390,688	0
4.5	1300000	0	2300000	2.16991	24954	250	24704	\$12,983	\$11,721	\$24,704	\$377,705	0
5	1300000	0	2300000	2.16991	24954	250	24704	\$13,373	\$11,331	\$24,704	\$364,332	0
5.5	1300000	0	2300000	2.16991	24954	250	24704	\$13,774	\$10,930	\$24,704	\$350,558	0
6	1300000	0	2300000	2.16991	24954	250	24704	\$14,187	\$10,517	\$24,704	\$336,371	0
6.5	1300000	0	2300000	2.16991	24954	250	24704	\$14,613	\$10,091	\$24,704	\$321,758	0
7	1300000	0	2300000	2.16991	24954	250	24704	\$15,051	\$9,653	\$24,704	\$306,707	0
7.5	1300000	0	2300000	2.16991	24954	250	24704	\$15,503	\$9,201	\$24,704	\$291,204	0
8	1300000	0	2300000	2.16991	24954	250	24704	\$15,968	\$8,736	\$24,704	\$275,236	0
8.5	1300000	0	2300000	2.16991	24954	250	24704	\$16,447	\$8,257	\$24,704	\$258,789	0
9	1300000	0	2300000	2.16991	24954	250	24704	\$16,940	\$7,764	\$24,704	\$241,849	0
9.5	1300000	0	2300000	2.16991	24954	250	24704	\$17,449	\$7,255	\$24,704	\$224,400	0
10	1300000	0	2300000	2.16991	24954	250	24704	\$17,972	\$6,732	\$24,704	\$206,428	0
10.5	1300000	0	2300000	2.16991	24954	250	24704	\$18,511	\$6,193	\$24,704	\$187,917	0
11	1300000	0	2300000	2.16991	24954	250	24704	\$19,066	\$5,638	\$24,704	\$168,851	0
11.5	1300000	0	2300000	2.16991	24954	250	24704	\$19,638	\$5,066	\$24,704	\$149,213	0
12	1300000	0	2300000	2.16991	24954	250	24704	\$20,228	\$4,476	\$24,704	\$128,985	0
12.5	1300000	0	2300000	2.16991	24954	250	24704	\$20,834	\$3,870	\$24,704	\$108,151	0
13	1300000	0	2300000	2.16991	24954	250	24704	\$21,459	\$3,245	\$24,704	\$86,692	0
13.5	1300000	0	2300000	2.16991	24954	250	24704	\$22,103	\$2,601	\$24,704	\$64,589	0
14	1300000	0	2300000	2.16991	24954	250	24704	\$22,766	\$1,938	\$24,704	\$41,823	0
14.5	1300000	0	2300000	2.16991	24954	250	24704	\$23,449	\$1,255	\$24,704	\$18,374	0
15	1300000	0	2300000	2.16991	24954	250	24704	\$24,153	\$551	\$24,704	\$0	0
					\$648,804	\$6,500	\$642,304	\$444,728	\$197,576	\$642,304	\$48,949	

ASSUMPTIONS: (F9 = calculate)

1. Assume No Pre-Development Base
2. Loan Amount: \$390,000
3. Interest Rate: 6.00%
4. Project Hard Costs: \$1,000,000
5. Increment Base: \$1,300,000

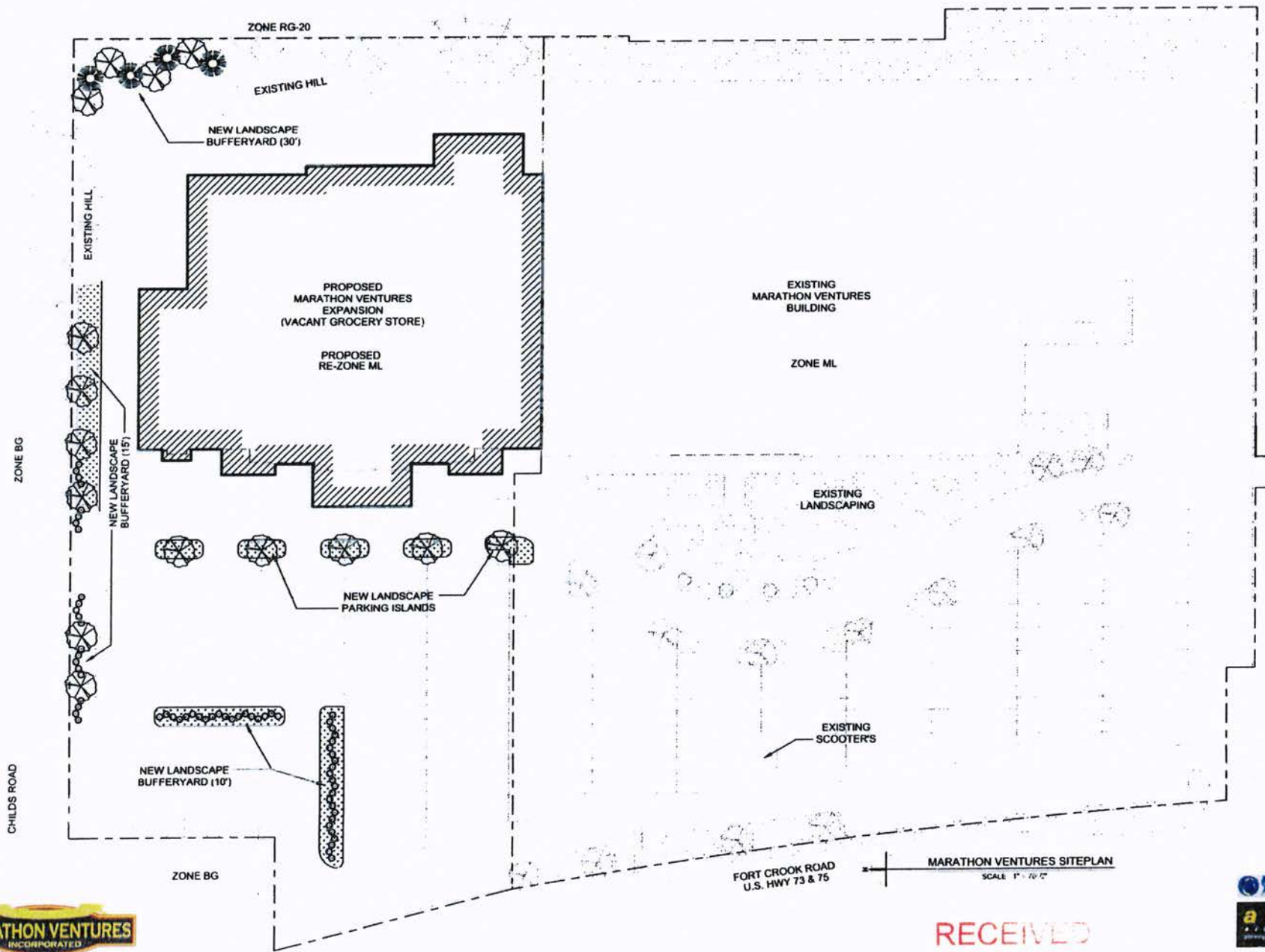
Original Loan Amount: \$390,000
 Capitalized Interest: \$48,949
 Loan Balance Remaining: \$0
 \$438,949

NOTE: This information is provided to assist in analyzing the specific request to the TF committee. This information is subject to change based on actual tax assessments. This schedule assumes a 90% real estate valuation and a 1.0 debt coverage ratio. The actual TF amount available to fund site specific project cost will change based on the cost of public improvements.



RECEIVED
AUG 25 2017
PLANNING DEPT.





RECEIVED
 AUG 25 2017
 PLANNING DEPT.

EXHIBIT "B" TO RESOLUTION 2017-11

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: Marathon Equity, LLC
LOCATION: 909 Fort Crook Road North
CASE #: ECD-45
CITY COUNCIL HEARING DATE: October 23, 2017
REQUEST: for approval of the Redevelopment Plan for Lot 1, Southeast Plaza.

On September 21, 2017, the City of Bellevue Planning Commission voted six yes, zero no, zero abstained, and two absent to recommend:

APPROVAL based upon conformance with the Comprehensive Plan, elimination of a blighted and substandard area, conformance with the requirements of the State Statutes, and the opportunity for redevelopment along the Fort Crook Road corridor.

VOTE:

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

Planning Commission Hearing (s) was held on: September 21, 2017

9a
11-13-17

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE:	January 11, 2016	AGENDA ITEM TYPE:
		SPECIAL PRESENTATION <input type="checkbox"/>
		LIQUOR LICENSE <input type="checkbox"/>
SUBMITTED BY:		ORDINANCE <input checked="" type="checkbox"/>
Chris Shewchuk, Planning Director		PUBLIC HEARING <input type="checkbox"/>
		RESOLUTION <input type="checkbox"/>
		CURRENT BUSINESS <input type="checkbox"/>
		OTHER (SEE CLERK) <input type="checkbox"/>

SUBJECT:

Request to amend Sections 5.24, 5.27, and 5.28 of the Bellevue Zoning Ordinance regarding outdoor storage of automobiles, boats, and recreational vehicles in operable condition. Applicant: City of Bellevue.

SYNOPSIS:

The proposed amendment would permit outdoor storage of operable automobiles, boats, and recreational vehicles as a Conditional Use in the BGH zoning district. It would also allow this as a permitted use in the ML and MH zoning districts

FISCAL IMPACT:

None

BUDGETED ITEM: YES NO

PROJECT # & TRACKING INFORMATION:

N/A

RECOMMENDATION:

The Planning Department and Planning Commission have recommended approval to this Zoning Ordinance text amendment.

BACKGROUND:

The BGH, ML, and MH zoning districts allow for marine sales and services, as well as new and used automobile, truck, tractor, construction equipment, boat, trailer and farm machinery sales. Additionally, commercial parking lots are permitted in the BGH and ML zoning districts. Subsequently, staff believes it is also appropriate to allow for the storage of operable automobiles, boats, and recreational vehicles as a permitted use in the ML and MH zoning districts, and as a conditional use in the BGH zoning district. Regulations for screening of such storage from public roadways and residential properties are already in place in the zoning ordinance.

ATTACHMENTS:

- | | | | |
|---|--------------------------------|---|--|
| 1 | PC recommendation | 4 | |
| 2 | Planning Department staff memo | 5 | |
| 3 | Proposed Ordinance | 6 | |

SIGNATURES:

ADMINISTRATOR APPROVAL: *Chris Shewchuk*

FINANCE APPROVAL: n/a

LEGAL APPROVAL: *Timothy J. P. [Signature]*

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: City of Bellevue

CITY COUNCIL HEARING DATE: November 27, 2017

REQUEST: to amend Section 5.24, BGH Heavy General Business District, Section 5.27, ML Light Manufacturing District, and Section 5.28, MH Heavy Manufacturing District, City of Bellevue Zoning Ordinance, regarding outdoor storage.

On October 19, 2017, the City of Bellevue Planning Commission voted seven yes, one no, zero abstained, and one absent to recommend:

APPROVAL based upon the Planning Department's recommendation.

VOTE:

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

Planning Commission Hearing (s) was held on: October 19, 2017

MEMORANDUM

TO: City Council
Mayor Sanders
Joe Mangiamelli, City Administrator

FROM: Tammi Palm, Land Use Planner *TP*

DATE: November 7, 2017

RE: Amendment regarding outdoor storage

The ML (Light Manufacturing) and MH (Heavy Manufacturing) zoning districts allow for self-storage facilities as a permitted use. In addition, the BGH (Heavy General Business) zoning district allows for self-storage facilities as a conditional use. Currently, these districts require all storage on site must be within enclosed buildings.

The BGH, ML, and MH zoning districts allow for marine sales and services, as well as new and used automobile, truck, tractor, construction equipment, boat, trailer, and farm machinery sales. Additionally, commercial parking lots are permitted in the BGH and ML zoning districts. Subsequently, staff believes it is also appropriate to allow for the parking of automobiles, boats, or recreational vehicles for storage purposes as permitted uses in the ML and MH zones, and a conditional use in the BGH zoning district. Section 8.07, Performance Standards for Flex and Industrial Uses, requires equipment must be in operable condition. Furthermore, the performance standards state outdoor storage shall be visually screened from public roadways and residential properties. These requirements will apply to any vehicles, boats, or recreational vehicles parked for storage. These same requirements will apply in the BGH zoning district as a conditional use.

As such, staff is proposing to amend Sections 5.24, 5.27, and 5.28 as follows:

Section 5.24 BGH Heavy General Business District

5.24.01 Intent. This zone is designed to provide for the widest range of retail and service establishments short of actual industrial operations.

5.24.02 Permitted Uses:

1. Retail and service stores and offices of the following types ranging from small stores to large box retail, provided all activities and display goods are carried on within an enclosed building except that green plants and shrubs may be displayed in the open and further provided that all waste material be kept within a sight obscuring enclosure:
 - A. Animal hospital.
 - B. Animal specialty services.
 - C. Antique Store.
 - D. Apparel store, tailor shops, dressmaker.
 - E. Art gallery.
 - F. Automatic vending structures when located on that portion of a lot on which a principal building is permitted.
 - G. Automobile parts and supply store.
 - H. Automobile rental store.
 - I. Automotive (light) repair services.
 - J. Bakery, custom, selling all production at retail on the premises or as retail custom orders for delivery.
 - K. Bank, Savings and Loan Association.
 - L. Barber, beauty shops.
 - M. Bicycle sales and repair shops, but not including sales and repair of motor driven vehicles.
 - N. Book store.
 - O. Bowling alley, trampoline or rebound equipment center miniature golf, pool hall, dance hall, kiddy parks, skating rinks.

- P. Candy, ice cream store including manufacture, if all production is sold at retail on the premises or as retail custom orders for delivery.
- Q. Car wash.
- R. Child care center.
- S. Commercial parking lots.
- T. Convenient store with limited fuel sales.
- U. Dairy products sales.
- V. Dancing studios and schools including group instruction, not including those classified under sexually oriented business.
- W. Dental clinic.
- X. Drug or drug-variety store.
- Y. Drive-in uses for permitted businesses shall be allowed, provided that any such establishment shall provide adequate off-street storage space for all cars of patrons; that there be a sturdy, close woven or solid fence on all but the front side; that no music or loud speaker system shall be installed that may be heard at neighboring residential properties and that no lighting shall shine on neighboring properties used for residential purposes.
- Z. Dry cleaning and laundry establishments using only non-flammable solvents and not over 1,200 square feet in floor area. The scale of such operations is intended to serve the local residents and capacity shall be limited to the service of walk-in trade and a two delivery vehicle outside operation.
- AA. Dry cleaning (self-service automatic) establishments of not more than 10 cleaning units.
- BB. Dry cleaning pick-up station with custom pressing and repair, but not including cleaning and laundering on the premises, unless self-service laundry or dry cleaning as permitted herein.
- CC. Dry goods store.
- DD. Feed and seed store.
- EE. Florist shop.
- FF. Frame shop.
- GG. Frozen food lockers for individual or family trade, but no slaughtering, killing, eviscerating, skinning, plucking or smoking on the premises.
- HH. Furniture and antique homes and stores including used furniture store.
- II. Furniture (specialty) shops.
- JJ. Garages for the storage of automobiles, but not including major repair, body and fender work or painting.
- KK. Garden supply, commercial greenhouses, nursery stock sales yards.
- LL. Gasoline stations.
- MM. General office buildings of one or more professional persons engaged in activities which generate a limited amount of contact with the general public, including offices for lawyers, accountants, architects, planners, engineers, and similar professions.
- NN. Gift and card shop.
- OO. Grocery, supermarket.
- PP. Gunsmith.
- QQ. Hardware and appliance store and small tool rental when incidental to a hardware or other business.
- RR. Hobby and craft store.
- SS. Interior design firm.
- TT. Jewelry store.
- UU. Laundry (self-service automatic) of not more than 30 washing units.
- VV. Liquor stores.
- WW. Loan office.
- XX. Locksmith.
- YY. Machine sales and service (stationery and office)
- ZZ. Manufacturing and repair (extremely light, professional type) of such items as eyeglasses, custom jewelry, prosthetic devices and other similar services and manufacture.
- AAA. Meat market, retail, but no killing, eviscerating, skinning, plucking or smoking of food products on the premises.

- BBB. Medical clinics.
- CCC. Micro breweries and brew pubs.
- DDD. Music store, music studio.
- EEE. News and tobacco store.
- FFF. Outlet retail store.
- GGG. Paint, wallpaper, drapery and floor covering store.
- HHH. Pawn shops.
- III. Pet shop, provided that all facilities are fully enclosed.
- JJJ. Photographer, artist, photo finishing, and camera store.
- KKK. Printing job, when mechanical operation is not visible from a street and employing not over 4 persons.
- LLL. Real estate sales office.
- MMM. Restaurant (Drive-in or fast food).
- NNN. Restaurant (Entertainment).
- OOO. Restaurant (General).
- PPP. Restaurant (Limited).
- QQQ. Second hand stores.
- RRR. Shoe repair shop.
- SSS. Shoe store.
- TTT. Social club and fraternal organizations, not including uses defined under sexually oriented business.
- UUU. Tavern, cocktail lounge, club operated as a tavern or cocktail lounge.
- VVV. Telephone answering service.
- WWW. Telephone exchange.
- XXX. Television, radio and small appliance repair.
- YYY. Toy and sporting goods store.
- ZZZ. Upholstery shops.
- AAAA. Variety store.

(Ord. No. 3716, April 22, 2013)

2. Automobile sales – New and used automobile, truck , tractor, construction equipment, boat, trailer and farm machinery sales rooms and lots, but excluding the storage of vehicles, boats, trailers, or machinery not in operable condition or in the process of salvage, or the major parts thereof.
3. Call center.
4. Educational Institutions, Business, and Commercial Schools (post secondary) provided they meet the following conditions:
 - A. Lot Standards: All space limits as specified in the BG zone shall be met.
 - B. Site Plan: Each application shall provide a detailed site plan as required by the Planning Director.
5. Governmental Services – Administrative Facilities.
6. Governmental Services – Maintenance and Service Facilities.
7. Logistical center.
8. Mixed commercial – Combination display store, office, warehouse, and fabrication shop for electrical, plumbing, heating and refrigeration contractors, and automobile supply house with minor overhaul and machining of parts.
9. Mortuaries, funeral homes and funeral chapels.
10. Motel, Hotel.
11. Public utility main transmission lines including substations, distribution centers, regulator stations, pumping stations, treatment facilities, storage, equipment buildings, garages, towers, or similar public service uses.
12. Radio and television stations, except transmission towers over 35 feet high.
13. Railroad through and spur tracks, but no sidings or other terminal type facilities and no service, repair or administrative facilities.
14. Recreational Facilities (Indoor and Outdoor), with the exception of golf courses.
15. Theater other than drive-in.

16. Wholesale stores, but not establishments operated primarily as a warehouse. A wholesale store shall be distinguished from a warehouse if there is one square foot of office, sales and display space for each square foot of warehousing space, and the building is so arranged as to encourage walk-in trade.

5.24.03 Conditional Uses:

1. Churches, synagogues, chapels, and similar places of religious worship and instruction of a quiet nature when located in a business building or on the same lot as a business building.
2. Communication Towers meeting the requirements as set forth in Section 8.05.
3. Self-storage facilities, provided they meet the following restrictions:
 - A. Lot Standards: All space limits as specified in the BGH Zone shall be followed, however, the maximum height for any structure within the facility shall be twenty (20) feet.
 - B. Limitation of Activities: No activity other than the rental of storage space and the administration of the facility shall be permitted.
 - C. Access to Buildings: No storage building may be open into required side or rear yards, if the site directly abuts a residential zoning district. Individual storage bays shall not be interconnected by interior doors or other interior means which would provide fire access from one storage bay to another.
 - D. Storage Restrictions: all storage on the site must be within enclosed buildings, with the exception of automobiles, boats, and recreational vehicles in operable condition. The storage of hazardous materials on the site is prohibited.
 - E. Parking/Loading: Parking: Two parking spaces shall be provided at the rental office or 1.5 parking spaces per employee whichever is greater.
Loading: Loading docks shall be prohibited, all loading areas shall be at the same elevation as the floor elevation of the individual storage bay.
 - F. Drive Lanes: Minimum drive lane width shall be twenty four (24) feet.
 - G. Landscaping/Fencing: Landscaping shall be provided in accordance with the City of Bellevue's Landscape Ordinance. In addition, the perimeter of each facility shall be fully enclosed by fencing or screening walls, as approved by the Planning Director. All fencing shall be located on the interior side of the required bufferyards.
 - H. Site Plan: Each application for a self-storage facility shall provide a detailed site plan as required by the Planning Director.
4. Indoor Firing Range (*Ord. No. 3698, Feb. 11, 2013*)
5. Outdoor storage of automobiles, boats, and recreational vehicles in operable condition, provided the following conditions are met:
 - A. Landscaping/Fencing: Landscaping shall be provided in accordance with the City of Bellevue's Landscape Ordinance. In addition, the perimeter of each facility shall be fully enclosed by fencing or screening walls, as approved by the Planning Director. All fencing shall be located on the interior side of the required bufferyards.

5.24.04 Permitted Accessory Uses:

1. Accessory uses for commercial development shall include those normally appurtenant to such development, except as further specified herein.
2. Residential and small wind energy systems, subject to Section 8.09.

5.24.05 Space Limits:

1. Minimum lot area for business: None.
2. Minimum width of lot: None for business.
3. Maximum height of building: 55 feet.
4. Minimum front yard: None for business.
5. Minimum rear yard: None for business.
6. Minimum side yard: None for business.
7. Minimum side yard on street side of corner: None for business.
8. Maximum gross floor area ration: 6.0.
9. Maximum ground coverage: 100 percent for business or mixed business.

5.24.06 Miscellaneous Provisions:

1. Off-street parking and loading shall be provided for all uses established in this zone.
2. All parking and storage of vehicles, boats, campers and trailers shall be in conformance with Sections 8.01-8.03.
3. All signage shall be in conformance with Article 7.
4. All buildings shall conform to building design regulations in Section 8.11.
5. All landscaping shall conform with Article 9.

Section 5.27 ML Light Manufacturing District

5.27.01 Intent. This zone provides for a wide range of commercial and industrial uses, all of which shall be able to meet comparatively rigid specifications as to nuisance free performance. The zone specifically excludes residences on the theory that the mixture of residential use, and public services and facilities for residences with those for industry is contrary to the purposes of these regulations irrespective of whether the industry is encroaching on a living area or a living area is encroaching on an industrial area.

5.27.02 Permitted Uses:

1. Automobile rental store.
2. Brewery.
3. Building materials yards with enclosed and screened storage areas.
4. Call centers.
5. Car wash.
6. Combination display store, office, warehouse, and fabrication shop for electrical, plumbing, heating and refrigeration contractors, and automobile supply house with minor overhaul and machining of parts.
7. Commercial parking lots.
8. Dry cleaning, laundry, and dyeing plants.
9. Feed and seed store.
10. Garages for the storage of automobiles.
11. Garden supply including nursery stock.
12. Gasoline stations.
13. Governmental services – administrative facilities.
14. Governmental services – maintenance and service facilities.
15. Greenhouses, commercial; nursery stock sales yards.
16. Hardware, appliance, and small tool rental when incidental to a hardware or other business.
17. Heavy auto repair services.
18. Highway maintenance yards or buildings.
19. Indoor and Outdoor Recreational Facilities, with the exception of golf courses.
20. Kennels.
21. Laboratories.
22. Light auto repair services.
23. Light manufacturing; assembly, fabrication and processing of products inside an enclosed building, except hazardous or combustible materials.
24. Logistical centers.
25. Manufacture and assembly of electrical and electronic appliances.
26. Manufacture of light sheet metal products including heating and ventilation equipment.
27. Manufacturing, compounding, processing, packaging, or treatment of articles or merchandise from previously prepared materials.
28. Manufacturing of food and kindred products, such as bakery items, dairy products, sugar and confectionary products, and beverages.
29. Marine sales and services, but excluding the storage or salvage of boats.
30. New and used automobile, truck, tractor, construction equipment, boat, trailer and farm machinery sales rooms and lots, but excluding the storage of vehicles, boats, trailers, or machinery not in

- operable condition or in the process of salvage, or the major parts thereof.
31. **Outdoor storage of automobiles, boats, and recreational vehicles in operable condition.**
 32. Portable Outdoor Storage and the storage of such containers shall be a Permitted Use, subject to the following conditions:
 - A. All minimum setback requirements of the zoning district shall be met. Additionally, no storage container (whether used for storage or as business inventory) may be located between a front or street side property line and any building on the lot.
 - B. No stacking of containers shall be permitted.
 - C. Containers shall not be permitted to be located within any required parking area, as determined by the Zoning Ordinance. In no event may the use obstruct the circulation of traffic within the zoning lot.
 - D. Containers may not encroach into a drainageway or required landscaped area.
 - E. No container may open into a required side or rear yard, if the site directly abuts a residential zoning district. Containers shall not be located in such a manner which will preclude access to the container, i.e. completely surrounded by other containers, except when empty containers are being used as business inventory, rather than for actual storage.
 - F. An approved hard surface will be required for access to and the placement of all containers. Additionally, areas intended for this use shall be marked to distinguish them from required off-street parking areas.
 - G. All containers shall remain locked at all times, when not being attended to, whether empty or full.
 - H. Landscaping shall be provided in accordance with the landscape regulations in Article 9. In addition, the perimeter of each storage area shall be enclosed by fencing or screening walls, as approved by the Planning Director. All fencing/screening walls shall be located on the interior side of any required landscaping.
 - I. The storage of hazardous materials within such containers is permitted to the extent that it is listed as a principal permitted use and/or it meets the performance standards of the zoning district. Containers shall be labeled if combustible materials are being stored.
 33. Printing services, when mechanical operation is not visible from a street.
 34. Public utility main transmission lines including substations, distribution centers, regulator stations, pumping stations, treatment facilities, storage, equipment buildings, garages, towers, or similar public service uses.
 35. Radio and television stations, except transmission towers over 35 feet high.
 36. Railroad through and spur tracks, but no sidings or other terminal type facilities and no service, repair or administrative facilities.
 37. Self-service storage facilities, provided they meet the following restrictions:
 - A. Lot Standards: All space limits as specified in the ML Zone shall be followed,
 - B. Limitation of Activities: No activity other than the rental of storage space and the administration of the facility shall be permitted.
 - C. Access to Buildings: No storage building may open into required side or rear yards, if the site directly abuts a residential zoning district. Individual storage bays shall not be interconnected by interior doors or other interior means which would provide access from one storage bay to another.
 - D. Storage Restrictions: All storage on the site must be within enclosed buildings, **with the exception of automobiles, boats, and recreational vehicles in operable condition.** The storage of hazardous materials on the site is prohibited.
 - E. Parking/Loading:

Parking: Two parking spaces shall be provided at the rental office or 1.5 parking spaces per employee, whichever is greater.

Loading: Loading docks shall be prohibited, all loading areas shall be at the same elevation as the floor elevation of the individual storage bay.
 - F. Drive Lanes: Minimum drive land width shall be twenty-four (24) feet.
 - G. Landscaping/Fencing: Landscaping shall be provided in accordance with the City of Bellevue's Landscape Ordinance. In addition, the perimeter of each facility shall be fully enclosed by fencing or screening walls, as approved by the Planning Director. All fencing shall be located on the interior side of the required bufferyards.

- H. Site Plan: Each application for a self-storage facility shall provide a detailed site plan as required by the Planning Director.
- 38. Special and vocational educational and training facilities.
- 39. Stone and monument works.
- 40. Trucking terminals containing 4 or less loading or transfer bays.
- 41. Upholstery shops.
- 42. Veterinary Services.
- 43. Warehouses and storage of non-hazardous goods, provided storage is inside building.

5.27.03 Conditional Uses:

- 1. Commercial/Utility grade wind energy systems, subject to Section 8.10.
- 2. Communication Towers meeting the requirements as set forth in Section 8.05.
- 3. Indoor Firing Range (*Ord. No. 3698, Feb. 11, 2013*)

5.27.04 Specifically Excluded Uses:

- 1. The following uses are hereby declared incompatible with the purpose of the ML zone and are hereby expressly excluded:
 - A. Churches, synagogues, chapels, and similar places of religious worship and instruction.
 - B. Dwellings and other types of living accommodations shall be prohibited except that quarters for a watchman or caretaker shall be permitted as an accessory use for any permitted use occupying more than 20,000 square feet of lot area.
 - C. Hospitals, clinics, rest homes and other institutions for the housing or care of human beings.
 - D. Motels, hotels, and mobile home parks.
 - E. Public, parochial and private schools and colleges, except trade schools.
 - F. Any use not enumerated as permitted in this zone, but which is specifically provided for in another zone or zones.

5.27.05 Permitted Accessory Uses:

- 1. Accessory uses for light industrial development shall include those normally appurtenant to such development, except as further specified herein.
- 2. Residential and small wind energy systems, subject to Section 8.09.
- 3. Temporary buildings and uses incidental to construction work that will be removed upon completion or abandonment of the construction work.

5.27.05 Space Limits:

- 1. Minimum lot area for business or industry: 10,000 square feet.
- 2. Minimum width of lot: 50 feet.
- 3. Maximum building height: No restriction except as limited by gross floor area ratio and by any restrictions which may be imposed by virtue of aircraft approach and turning zone height restrictions.
- 4. Minimum front yard: 20 feet.
- 5. Minimum rear yard: None.
- 6. Minimum side yard: None.
- 7. Minimum side yard on street side of corner: 10 feet.
- 8. Maximum gross floor area ratio: 1.0
- 9. Maximum ground coverage: 75percent.

5.27.06 Miscellaneous Provisions:

- 1. Buildings and uses customarily incidental to the permitted uses
- 2. Parking as required by Sections 8.01-8.03.
- 3. Signs as permitted in Article 7.
- 4. Landscaping as required by Article 9.
- 5. No outdoor storage is permitted, except
 - A. The display of new merchandise for sale to the public
 - B. Unless specifically permitted within this Section
- 6. Exterior lighting fixtures shall be shaded so that no direct light is cast upon any residential property and so that no glare is visible to any traffic on any public street.

7. Height and minimum lot requirements of accessory buildings are considered same as their associated permitted or conditional use.
8. Physical Appearance: All operation shall be carried on within an enclosed building except that new materials or equipment in operable condition may be stored in the open. Normal daily wastes of an inorganic nature may be stored in containers not in a building when such containers are not readily visible from a street. The provisions of this paragraph shall not be construed to prohibit the display of merchandise or vehicles for sale or the storage of vehicles, boats, farm machinery, trailers, mobile homes or similar equipment when in operable condition.
9. Performance standards shall conform to Section 8.07 of the Supplemental Regulations.

Section 5.28 MH Heavy Manufacturing District

5.28.01 Intent. This zone provides for the widest range of industrial operations permitted in the city. It is the zone for location of those industries which have not reached a technical stage in processing which renders them free of nuisance factors or where economics precludes construction and operation in a nuisance free manner.

5.28.02 Permitted Uses:

1. Automobile rental store.
2. Brewery.
3. Building materials yards with enclosed and screened storage areas.
4. Car wash.
5. Combination display store, office, warehouse, and fabrication shop for electrical, plumbing, heating and refrigeration contractors, and automobile supply house with minor overhaul and machining of parts.
6. Commercial Kennels
7. Dry cleaning, laundry, and dyeing plants.
8. Feed and seed store.
9. Garages for the storage of automobiles.
10. Garden supply including nursery stock.
11. Gasoline stations.
12. Governmental services – administrative facilities.
13. Governmental services – maintenance and service facilities.
14. Greenhouses, commercial; nursery stock sales yards.
15. Heavy auto repair services.
16. Highway maintenance yards or buildings.
17. Junk yards, auto parts salvage and auto wrecking yards when such operations are obscured from any street or from any adjacent property in another zone by a sturdy, sight obscuring fence in good repair, and under the condition that any burning operations be carried on in any enclosed structure provided with such super-heating devices designed to assure complete combustion as may be approved by the Building Inspector.
18. Laboratories.
19. Light auto repair services.
20. Light manufacturing; assembly, fabrication and processing of products inside an enclosed building, except hazardous or combustible materials.
21. Manufacture and assembly of electrical and electronic appliances.
22. Manufacture of light sheet metal products including heating and ventilation equipment.
23. Manufacturing, compounding, processing, extruding, painting, coating and assembly of steel, metal, vinyl, plastic, paper and similar products and related outdoor and indoor storage activities.
24. Manufacturing, compounding, processing, packaging, or treatment of articles or merchandise from previously prepared materials.
25. Manufacturing of apparel, textile mill products, furniture and fixtures, transportation equipment, and assembly of electrical and electronic equipment and components.
26. Manufacturing of food and kindred products, such as bakery items, dairy products, sugar and confectionary products, and beverages.

27. Marine sales and services, but excluding the storage or salvage of boats.
28. New and used automobile, truck, tractor, construction equipment, boat, trailer and farm machinery sales rooms and lots, but excluding the storage of vehicles, boats, trailers, or machinery not in operable condition or in the process of salvage, or the major parts thereof.
29. **Outdoor storage of automobiles, boats, and recreational vehicles in operable condition.**
30. Portable Outdoor Storage and the storage of such containers shall be a Permitted Use, subject to the following conditions:
 - A. All minimum setback requirements of the zoning district shall be met. Additionally, no storage container (whether used for storage or as business inventory) may be located between a front or street side property line and any building on the lot.
 - B. No stacking of containers shall be permitted.
 - C. Containers shall not be permitted to be located within any required parking area, as determined by the Zoning Ordinance. In no event may the use obstruct the circulation of traffic within the zoning lot.
 - D. Containers may not encroach into a drainageway or required landscaped area.
 - E. No container may open into a required side or rear yard, if the site directly abuts a residential zoning district. Containers shall not be located in such a manner which will preclude access to the container, i.e. completely surrounded by other containers, except when empty containers are being used as business inventory, rather than for actual storage.
 - F. An approved hard surface will be required for access to and the placement of all containers. Additionally, areas intended for this use shall be marked to distinguish them from required off-street parking areas.
 - G. All containers shall remain locked at all times, when not being attended to, whether empty or full.
 - H. Landscaping shall be provided in accordance with the City of Bellevue's Landscape Ordinance. In addition, the perimeter of each storage area shall be enclosed by fencing or screening walls, as approved by the Planning Director. All fencing/screening walls shall be located on the interior side of any required landscaping.
 - I. The storage of hazardous materials within such containers is permitted to the extent that it is listed as a principal permitted use and/or it meets the performance standards of the zoning district. Containers shall be labeled if combustible materials are being stored.
31. Printing services, when mechanical operation is not visible from a street.
32. Public utility main transmission lines including substations, distribution centers, regulator stations, pumping stations, treatment facilities, storage, equipment buildings, garages, towers, or similar public service uses.
33. Radio and television stations, except transmission towers over 35 feet high.
34. Railroad through and spur tracks, but no sidings or other terminal type facilities and no service, repair or administrative facilities.
35. Self-service storage facilities, provided they meet the following restrictions:
 - A. Lot Standards: All space limits as specified in the MH Zone shall be followed,
 - B. Limitation of Activities: No activity other than the rental of storage space and the administration of the facility shall be permitted.
 - C. Access to Buildings: No storage building may open into required side or rear yards, if the site directly abuts a residential zoning district. Individual storage bays shall not be interconnected by interior doors or other interior means which would provide access from one storage bay to another.
 - D. Storage Restrictions: All storage on the site must be within enclosed buildings, **with the exception of automobiles, boats, and recreational vehicles in operable condition.** The storage of hazardous materials on the site is prohibited.
 - E. Parking/Loading:

Parking: Two parking spaces shall be provided at the rental office of 1.5 parking spaces per employee, whichever is greater.

Loading: Loading docks shall be prohibited, all loading areas shall be at the same elevation as the floor elevation of the individual storage bay.
 - F. Drive Lanes: Minimum drive land width shall be twenty-four (24) feet.

- G. Landscaping/Fencing: Landscaping shall be provided in accordance with the City of Bellevue's Landscape Ordinance. In addition, the perimeter of each facility shall be fully enclosed by fencing or screening walls, as approved by the Planning Director. All fencing shall be located on the interior side of the required bufferyards.
 - H. Site Plan: Each application for a self-storage facility shall provide a detailed site plan as required by the Planning Director.
- 36. Stone and monument works.
 - 37. Temporary batch plants, not to exceed 24 months of operation.
 - 38. Truck wash.
 - 39. Trucking terminals containing in excess of 4 loading or transfer bays.
 - 40. Veterinary Services, including livestock.
 - 41. Warehouses and storage of non-hazardous goods, provided storage is inside building.
 - 42. Yards for the sale, transfer and temporary holding of livestock.
- (Ord. No. 3840, February 8, 2016)*

5.28.03 Conditional Uses:

- 1. Commercial/Utility grade wind energy systems, subject to Section 8.10.
- 2. Communication Towers meeting the requirements as set forth in Section 8.05.
- 3. Meat packing, slaughtering, eviscerating and skinning.
- 4. Permanent batch plants for concrete, asphalt, or paving material.
- 5. Poultry killing, plucking and dressing when such operations are of such size as to employ in excess of 3 persons.
- 6. Recreational facilities and uses which are temporary in nature and do not involve any appreciable amount of fixed construction and which will not interfere with the efficient functioning of the zone for its primary purpose of providing for manufacturing and heavy commercial establishments, may be allowed only upon appeal to the City Council.
- 7. Rendering of by-products of slaughtering and killing of animals or poultry.
- 8. Special and vocational educational and training facilities.
- 9. The bulk storage above ground of liquid petroleum products or chemicals of a flammable or noxious nature.
- 10. The bulk storage of flammable or noxious gasses above or below ground.

5.28.04 Specifically Excluded Uses:

- 1. The following uses are hereby declared incompatible with the purpose of the MH Zone and are hereby expressly excluded:
 - A. Any use which cannot meet the performance standards set forth herein.
 - B. Dwellings except caretaker and watchmen quarters as set forth in the provisions of the MH Zone.
 - C. Schools and colleges, except trade schools.
 - D. Hospitals, clinics, rest homes and other institutions for the housing or care of human beings, except that medical facilities accessory to any industrial operation shall be permitted.
 - E. Motels, hotels and mobile home parks.
 - F. Churches, synagogues, chapels, and similar places of religious worship and instruction.

5.28.05 Permitted Accessory Uses:

- 1. Buildings and uses customarily incidental to the permitted uses.
- 2. Residential and small wind energy systems, subject to Section 8.09.
- 3. Temporary buildings and uses incidental to construction work that will be removed upon completion or abandonment of the construction work.

5.28.06 Space Limits:

- 1. Minimum lot area for business or industry: 10,000 square feet.
- 2. Minimum width of lot: 50 feet.
- 3. Maximum building height: No restriction except as limited by gross floor area ratio and by any restrictions which may be imposed by virtue of aircraft approach and turning zone height restrictions.
- 4. Minimum front yard: 20 feet.

5. Minimum rear yard: None.
6. Minimum side yard: None.
7. Minimum side yard on street side of corner: 10 feet.
8. Maximum gross floor area ratio: 1.0
9. Maximum ground coverage: 50 percent.

5.28.07 Miscellaneous Provisions:

1. Buildings and uses customarily incidental to the permitted uses
2. Parking as required by Sections 8.01-8.03.
3. Signs as permitted in Article 7.
4. Landscaping as required by Article 9
5. Exterior lighting fixtures shall be shaded so that no direct light is cast upon any residential property and so that no glare is visible to any traffic on any public street.
6. Height and minimum lot requirements of accessory buildings are considered same as their associated permitted or conditional use.
7. Physical Appearance: All operation shall be carried on within an enclosed building except that new materials or equipment in operable condition may be stored in the open. Normal daily wastes of an inorganic nature may be stored in containers not in a building when such containers are not readily visible from a street. The provisions of this paragraph shall not be construed to prohibit the display of merchandise or vehicles for sale or the storage of vehicles, boats, farm machinery, trailers, mobile homes or similar equipment when in operable condition.
8. Performance standards shall conform to Section 8.07 of the Supplemental Regulations.

PLANNING DEPARTMENT RECOMMENDATION:

APPROVAL of Sections 5.24, 5.27, and 5.28 as presented.

PLANNING COMMISSION RECOMMENDATION:

APPROVAL of Sections 5.24, 5.27, and 5.28 as presented.

ORDINANCE NO. 3888

AN ORDINANCE TO AMEND SECTIONS 5.24, 5.27, AND 5.28, ORDINANCE NO. 3619, BELLEVUE ZONING ORDINANCE, RELATING TO OUTDOOR STORAGE IN THE BGH HEAVY GENERAL BUSINESS ZONING DISTRICT, ML LIGHT MANUFACTURING ZONING DISTRICT, AND MH HEAVY MANUFACTURING ZONING DISTRICT; TO REPEAL SUCH SECTION AS HERETOFORE EXISTING; TO PROVIDE AN EFFECTIVE DATE OF THE ORDINANCE; AND TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

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

Section 1. That Section 5.24 of Ordinance No. 3619 is hereby amended to read as follows:

Section 5.24 BGH Heavy General Business District

5.24.01 Intent. This zone is designed to provide for the widest range of retail and service establishments short of actual industrial operations.

5.24.02 Permitted Uses:

1. Retail and service stores and offices of the following types ranging from small stores to large box retail, provided all activities and display goods are carried on within an enclosed building except that green plants and shrubs may be displayed in the open and further provided that all waste material be kept within a sight obscuring enclosure:
 - A. Animal hospital.
 - B. Animal specialty services.
 - C. Antique Store.
 - D. Apparel store, tailor shops, dressmaker.
 - E. Art gallery.
 - F. Automatic vending structures when located on that portion of a lot on which a principal building is permitted.
 - G. Automobile parts and supply store.
 - H. Automobile rental store.
 - I. Automotive (light) repair services.
 - J. Bakery, custom, selling all production at retail on the premises or as retail custom orders for delivery.
 - K. Bank, Savings and Loan Association.
 - L. Barber, beauty shops.
 - M. Bicycle sales and repair shops, but not including sales and repair of motor driven vehicles.
 - N. Book store.
 - O. Bowling alley, trampoline or rebound equipment center miniature golf, pool hall, dance hall, kiddy parks, skating rinks.
 - P. Candy, ice cream store including manufacture, if all production is sold at retail on the premises or as retail custom orders for delivery.
 - Q. Car wash.
 - R. Child care center.
 - S. Commercial parking lots.
 - T. Convenient store with limited fuel sales.
 - U. Dairy products sales.
 - V. Dancing studios and schools including group instruction, not including those classified under sexually oriented business.
 - W. Dental clinic.
 - X. Drug or drug-variety store.
 - Y. Drive-in uses for permitted businesses shall be allowed, provided that any such establishment shall provide adequate off-street storage space for all cars of patrons; that there be a sturdy, close woven or solid fence on all but the front side; that no music or loud speaker system shall be installed that may be

heard at neighboring residential properties and that no lighting shall shine on neighboring properties used for residential purposes.

- Z. Dry cleaning and laundry establishments using only non-flammable solvents and not over 1,200 square feet in floor area. The scale of such operations is intended to serve the local residents and capacity shall be limited to the service of walk-in trade and a two delivery vehicle outside operation.
- AA. Dry cleaning (self-service automatic) establishments of not more than 10 cleaning units.
- BB. Dry cleaning pick-up station with custom pressing and repair, but not including cleaning and laundering on the premises, unless self-service laundry or dry cleaning as permitted herein.
- CC. Dry goods store.
- DD. Feed and seed store.
- EE. Florist shop.
- FF. Frame shop.
- GG. Frozen food lockers for individual or family trade, but no slaughtering, killing, eviscerating, skinning, plucking or smoking on the premises.
- HH. Furniture and antique homes and stores including used furniture store.
- II. Furniture (specialty) shops.
- JJ. Garages for the storage of automobiles, but not including major repair, body and fender work or painting.
- KK. Garden supply, commercial greenhouses, nursery stock sales yards.
- LL. Gasoline stations.
- MM. General office buildings of one or more professional persons engaged in activities which generate a limited amount of contact with the general public, including offices for lawyers, accountants, architects, planners, engineers, and similar professions.
- NN. Gift and card shop.
- OO. Grocery, supermarket.
- PP. Gunsmith.
- QQ. Hardware and appliance store and small tool rental when incidental to a hardware or other business.
- RR. Hobby and craft store.
- SS. Interior design firm.
- TT. Jewelry store.
- UU. Laundry (self-service automatic) of not more than 30 washing units.
- VV. Liquor stores.
- WW. Loan office.
- XX. Locksmith.
- YY. Machine sales and service (stationery and office)
- ZZ. Manufacturing and repair (extremely light, professional type) of such items as eyeglasses, custom jewelry, prosthetic devices and other similar services and manufacture.
- AAA. Meat market, retail, but no killing, eviscerating, skinning, plucking or smoking of food products on the premises.
- BBB. Medical clinics.
- CCC. Micro breweries and brew pubs.
- DDD. Music store, music studio.
- EEE. News and tobacco store.
- FFF. Outlet retail store.
- GGG. Paint, wallpaper, drapery and floor covering store.
- HHH. Pawn shops.
- III. Pet shop, provided that all facilities are fully enclosed.
- JJJ. Photographer, artist, photo finishing, and camera store.
- KKK. Printing job, when mechanical operation is not visible from a street and employing not over 4 persons.
- LLL. Real estate sales office.
- MMM. Restaurant (Drive-in or fast food).
- NNN. Restaurant (Entertainment).
- OOO. Restaurant (General).
- PPP. Restaurant (Limited).
- QQQ. Second hand stores.
- RRR. Shoe repair shop.
- SSS. Shoe store.
- TTT. Social club and fraternal organizations, not including uses defined under sexually oriented business.
- UUU. Tavern, cocktail lounge, club operated as a tavern or cocktail lounge.
- VVV. Telephone answering service.

WWW. Telephone exchange.
XXX. Television, radio and small appliance repair.
YYY. Toy and sporting goods store.
ZZZ. Upholstery shops.
AAAA. Variety store.

(Ord. No. 3716, April 22, 2013)

2. Automobile sales – New and used automobile, truck, tractor, construction equipment, boat, trailer and farm machinery sales rooms and lots, but excluding the storage of vehicles, boats, trailers, or machinery not in operable condition or in the process of salvage, or the major parts thereof.
3. Call center.
4. Educational Institutions, Business, and Commercial Schools (post secondary) provided they meet the following conditions:
 - A. Lot Standards: All space limits as specified in the BG zone shall be met.
 - B. Site Plan: Each application shall provide a detailed site plan as required by the Planning Director.
5. Governmental Services – Administrative Facilities.
6. Governmental Services – Maintenance and Service Facilities.
7. Logistical center.
8. Mixed commercial – Combination display store, office, warehouse, and fabrication shop for electrical, plumbing, heating and refrigeration contractors, and automobile supply house with minor overhaul and machining of parts.
9. Mortuaries, funeral homes and funeral chapels.
10. Motel, Hotel.
11. Public utility main transmission lines including substations, distribution centers, regulator stations, pumping stations, treatment facilities, storage, equipment buildings, garages, towers, or similar public service uses.
12. Radio and television stations, except transmission towers over 35 feet high.
13. Railroad through and spur tracks, but no sidings or other terminal type facilities and no service, repair or administrative facilities.
14. Recreational Facilities (Indoor and Outdoor), with the exception of golf courses.
15. Theater other than drive-in.
16. Wholesale stores, but not establishments operated primarily as a warehouse. A wholesale store shall be distinguished from a warehouse if there is one square foot of office, sales and display space for each square foot of warehousing space, and the building is so arranged as to encourage walk-in trade.

5.24.03 Conditional Uses:

1. Churches, synagogues, chapels, and similar places of religious worship and instruction of a quiet nature when located in a business building or on the same lot as a business building.
2. Communication Towers meeting the requirements as set forth in Section 8.05.
3. Self-storage facilities, provided they meet the following restrictions:
 - A. Lot Standards: All space limits as specified in the BGH Zone shall be followed, however, the maximum height for any structure within the facility shall be twenty (20) feet.
 - B. Limitation of Activities: No activity other than the rental of storage space and the administration of the facility shall be permitted.
 - C. Access to Buildings: No storage building may be open into required side or rear yards, if the site directly abuts a residential zoning district. Individual storage bays shall not be interconnected by interior doors or other interior means which would provide fire access from one storage bay to another.
 - D. Storage Restrictions: all storage on the site must be within enclosed buildings, with the exception of automobiles, boats, and recreational vehicles in operable condition. The storage of hazardous materials on the site is prohibited.
 - E. Parking/Loading: Parking: Two parking spaces shall be provided at the rental office or 1.5 parking spaces per employee whichever is greater. Loading: Loading docks shall be prohibited, all loading areas shall be at the same elevation as the floor elevation of the individual storage bay.
 - F. Drive Lanes: Minimum drive lane width shall be twenty four (24) feet.
 - G. Landscaping/Fencing: Landscaping shall be provided in accordance with the City of Bellevue's Landscape Ordinance. In addition, the perimeter of each facility shall be fully enclosed by fencing or screening walls, as approved by the Planning Director. All fencing shall be located on the interior side of the required bufferyards.

- H. Site Plan: Each application for a self-storage facility shall provide a detailed site plan as required by the Planning Director.
- 4. Indoor Firing Range (*Ord. No. 3698, Feb. 11, 2013*)
- 5. Outdoor storage of automobiles, boats, and recreational vehicles in operable condition, provided the following conditions are met:
 - A. Landscaping/Fencing: Landscaping shall be provided in accordance with the City of Bellevue's Landscape Ordinance. In addition, the perimeter of each facility shall be fully enclosed by fencing or screening walls, as approved by the Planning Director. All fencing shall be located on the interior side of the required bufferyards.

5.24.04 Permitted Accessory Uses:

- 1. Accessory uses for commercial development shall include those normally appurtenant to such development, except as further specified herein.
- 2. Residential and small wind energy systems, subject to Section 8.09.

5.24.05 Space Limits:

- 1. Minimum lot area for business: None.
- 2. Minimum width of lot: None for business.
- 3. Maximum height of building: 55 feet.
- 4. Minimum front yard: None for business.
- 5. Minimum rear yard: None for business.
- 6. Minimum side yard: None for business.
- 7. Minimum side yard on street side of corner: None for business.
- 8. Maximum gross floor area ration: 6.0.
- 9. Maximum ground coverage: 100 percent for business or mixed business.

5.24.06 Miscellaneous Provisions:

- 1. Off-street parking and loading shall be provided for all uses established in this zone.
- 2. All parking and storage of vehicles, boats, campers and trailers shall be in conformance with Sections 8.01-8.03.
- 3. All signage shall be in conformance with Article 7.
- 4. All buildings shall conform to building design regulations in Section 8.11.
- 5. All landscaping shall conform with Article 9.

Section 2. That Section 5.27 of Ordinance No. 3619 is hereby amended to read as follows:

Section 5.27 ML Light Manufacturing District

5.27.01 Intent. This zone provides for a wide range of commercial and industrial uses, all of which shall be able to meet comparatively rigid specifications as to nuisance free performance. The zone specifically excludes residences on the theory that the mixture of residential use, and public services and facilities for residences with those for industry is contrary to the purposes of these regulations irrespective of whether the industry is encroaching on a living area or a living area is encroaching on an industrial area.

5.27.02 Permitted Uses:

- 1. Automobile rental store.
- 2. Brewery.
- 3. Building materials yards with enclosed and screened storage areas.
- 4. Call centers.
- 5. Car wash.
- 6. Combination display store, office, warehouse, and fabrication shop for electrical, plumbing, heating and refrigeration contractors, and automobile supply house with minor overhaul and machining of parts.
- 7. Commercial parking lots.
- 8. Dry cleaning, laundry, and dyeing plants.
- 9. Feed and seed store.
- 10. Garages for the storage of automobiles.
- 11. Garden supply including nursery stock.
- 12. Gasoline stations.
- 13. Governmental services – administrative facilities.
- 14. Governmental services – maintenance and service facilities.
- 15. Greenhouses, commercial; nursery stock sales yards.

16. Hardware, appliance, and small tool rental when incidental to a hardware or other business.
17. Heavy auto repair services.
18. Highway maintenance yards or buildings.
19. Indoor and Outdoor Recreational Facilities, with the exception of golf courses.
20. Kennels.
21. Laboratories.
22. Light auto repair services.
23. Light manufacturing; assembly, fabrication and processing of products inside an enclosed building, except hazardous or combustible materials.
24. Logistical centers.
25. Manufacture and assembly of electrical and electronic appliances.
26. Manufacture of light sheet metal products including heating and ventilation equipment.
27. Manufacturing, compounding, processing, packaging, or treatment of articles or merchandise from previously prepared materials.
28. Manufacturing of food and kindered products, such as bakery items, dairy products, sugar and confectionary products, and beverages.
29. Marine sales and services, but excluding the storage or salvage of boats.
30. New and used automobile, truck, tractor, construction equipment, boat, trailer and farm machinery sales rooms and lots, but excluding the storage of vehicles, boats, trailers, or machinery not in operable condition or in the process of salvage, or the major parts thereof.
31. Outdoor storage of automobiles, boats, and recreational vehicles in operable condition.
32. Portable Outdoor Storage and the storage of such containers shall be a Permitted Use, subject to the following conditions:
 - A. All minimum setback requirements of the zoning district shall be met. Additionally, no storage container (whether used for storage or as business inventory) may be located between a front or street side property line and any building on the lot.
 - B. No stacking of containers shall be permitted.
 - C. Containers shall not be permitted to be located within any required parking area, as determined by the Zoning Ordinance. In no event may the use obstruct the circulation of traffic within the zoning lot.
 - D. Containers may not encroach into a drainageway or required landscaped area.
 - E. No container may open into a required side or rear yard, if the site directly abuts a residential zoning district. Containers shall not be located in such a manner which will preclude access to the container, i.e. completely surrounded by other containers, except when empty containers are being used as business inventory, rather than for actual storage.
 - F. An approved hard surface will be required for access to and the placement of all containers. Additionally, areas intended for this use shall be marked to distinguish them from required off-street parking areas.
 - G. All containers shall remain locked at all times, when not being attended to, whether empty or full.
 - H. Landscaping shall be provided in accordance with the landscape regulations in Article 9. In addition, the perimeter of each storage area shall be enclosed by fencing or screening walls, as approved by the Planning Director. All fencing/screening walls shall be located on the interior side of any required landscaping.
 - I. The storage of hazardous materials within such containers is permitted to the extent that it is listed as a principal permitted use and/or it meets the performance standards of the zoning district. Containers shall be labeled if combustible materials are being stored.
33. Printing services, when mechanical operation is not visible from a street.
34. Public utility main transmission lines including substations, distribution centers, regulator stations, pumping stations, treatment facilities, storage, equipment buildings, garages, towers, or similar public service uses.
35. Radio and television stations, except transmission towers over 35 feet high.
36. Railroad through and spur tracks, but no sidings or other terminal type facilities and no service, repair or administrative facilities.
37. Self-service storage facilities, provided they meet the following restrictions:
 - A. Lot Standards: All space limits as specified in the ML Zone shall be followed,
 - B. Limitation of Activities: No activity other than the rental of storage space and the administration of the facility shall be permitted.

- C. Access to Buildings: No storage building may open into required side or rear yards, if the site directly abuts a residential zoning district. Individual storage bays shall not be interconnected by interior doors or other interior means which would provide access from one storage bay to another.
 - D. Storage Restrictions: All storage on the site must be within enclosed buildings, with the exception of automobiles, boats, and recreational vehicles in operable condition. The storage of hazardous materials on the site is prohibited.
 - E. Parking/Loading:
 Parking: Two parking spaces shall be provided at the rental office or 1.5 parking spaces per employee, whichever is greater.
 Loading: Loading docks shall be prohibited, all loading areas shall be at the same elevation as the floor elevation of the individual storage bay.
 - F. Drive Lanes: Minimum drive land width shall be twenty-four (24) feet.
 - G. Landscaping/Fencing: Landscaping shall be provided in accordance with the City of Bellevue's Landscape Ordinance. In addition, the perimeter of each facility shall be fully enclosed by fencing or screening walls, as approved by the Planning Director. All fencing shall be located on the interior side of the required bufferyards.
 - H. Site Plan: Each application for a self-storage facility shall provide a detailed site plan as required by the Planning Director.
- 38. Special and vocational educational and training facilities.
 - 39. Stone and monument works.
 - 40. Trucking terminals containing 4 or less loading or transfer bays.
 - 41. Upholstery shops.
 - 42. Veterinary Services.
 - 43. Warehouses and storage of non-hazardous goods, provided storage is inside building.

5.27.03 Conditional Uses:

- 1. Commercial/Utility grade wind energy systems, subject to Section 8.10.
- 2. Communication Towers meeting the requirements as set forth in Section 8.05.
- 3. Indoor Firing Range (*Ord. No. 3698, Feb. 11, 2013*)

5.27.04 Specifically Excluded Uses:

- 1. The following uses are hereby declared incompatible with the purpose of the ML zone and are hereby expressly excluded:
 - A. Churches, synagogues, chapels, and similar places of religious worship and instruction.
 - B. Dwellings and other types of living accommodations shall be prohibited except that quarters for a watchman or caretaker shall be permitted as an accessory use for any permitted use occupying more than 20,000 square feet of lot area.
 - C. Hospitals, clinics, rest homes and other institutions for the housing or care of human beings.
 - D. Motels, hotels, and mobile home parks.
 - E. Public, parochial and private schools and colleges, except trade schools.
 - F. Any use not enumerated as permitted in this zone, but which is specifically provided for in another zone or zones.

5.27.05 Permitted Accessory Uses:

- 1. Accessory uses for light industrial development shall include those normally appurtenant to such development, except as further specified herein.
- 2. Residential and small wind energy systems, subject to Section 8.09.
- 3. Temporary buildings and uses incidental to construction work that will be removed upon completion or abandonment of the construction work.

5.27.05 Space Limits:

- 1. Minimum lot area for business or industry: 10,000 square feet.
- 2. Minimum width of lot: 50 feet.
- 3. Maximum building height: No restriction except as limited by gross floor area ratio and by any restrictions which may be imposed by virtue of aircraft approach and turning zone height restrictions.
- 4. Minimum front yard: 20 feet.
- 5. Minimum rear yard: None.
- 6. Minimum side yard: None.
- 7. Minimum side yard on street side of corner: 10 feet.
- 8. Maximum gross floor area ratio: 1.0
- 9. Maximum ground coverage: 75percent.

5.27.06 Miscellaneous Provisions:

1. Buildings and uses customarily incidental to the permitted uses
2. Parking as required by Sections 8.01-8.03.
3. Signs as permitted in Article 7.
4. Landscaping as required by Article 9.
5. No outdoor storage is permitted, except
 - A. The display of new merchandise for sale to the public
 - B. Unless specifically permitted within this Section
6. Exterior lighting fixtures shall be shaded so that no direct light is cast upon any residential property and so that no glare is visible to any traffic on any public street.
7. Height and minimum lot requirements of accessory buildings are considered same as their associated permitted or conditional use.
8. Physical Appearance: All operation shall be carried on within an enclosed building except that new materials or equipment in operable condition may be stored in the open. Normal daily wastes of an inorganic nature may be stored in containers not in a building when such containers are not readily visible from a street. The provisions of this paragraph shall not be construed to prohibit the display of merchandise or vehicles for sale or the storage of vehicles, boats, farm machinery, trailers, mobile homes or similar equipment when in operable condition.
9. Performance standards shall conform to Section 8.07 of the Supplemental Regulations.

Section 3. That Section 5.28 of Ordinance No. 3619 is hereby amended to read as follows:

Section 5.28 MH Heavy Manufacturing District

5.28.01 Intent. This zone provides for the widest range of industrial operations permitted in the city. It is the zone for location of those industries which have not reached a technical stage in processing which renders them free of nuisance factors or where economics precludes construction and operation in a nuisance free manner.

5.28.02 Permitted Uses:

1. Automobile rental store.
2. Brewery.
3. Building materials yards with enclosed and screened storage areas.
4. Car wash.
5. Combination display store, office, warehouse, and fabrication shop for electrical, plumbing, heating and refrigeration contractors, and automobile supply house with minor overhaul and machining of parts.
6. Commercial Kennels
7. Dry cleaning, laundry, and dyeing plants.
8. Feed and seed store.
9. Garages for the storage of automobiles.
10. Garden supply including nursery stock.
11. Gasoline stations.
12. Governmental services – administrative facilities.
13. Governmental services – maintenance and service facilities.
14. Greenhouses, commercial; nursery stock sales yards.
15. Heavy auto repair services.
16. Highway maintenance yards or buildings.
17. Junk yards, auto parts salvage and auto wrecking yards when such operations are obscured from any street or from any adjacent property in another zone by a sturdy, sight obscuring fence in good repair, and under the condition that any burning operations be carried on in any enclosed structure provided with such super-heating devices designed to assure complete combustion as may be approved by the Building Inspector.
18. Laboratories.
19. Light auto repair services.
20. Light manufacturing; assembly, fabrication and processing of products inside an enclosed building, except hazardous or combustible materials.
21. Manufacture and assembly of electrical and electronic appliances.
22. Manufacture of light sheet metal products including heating and ventilation equipment.
23. Manufacturing, compounding, processing, extruding, painting, coating and assembly of steel, metal, vinyl, plastic, paper and similar products and related outdoor and indoor storage activities.
24. Manufacturing, compounding, processing, packaging, or treatment of articles or

- merchandise from previously prepared materials.
25. Manufacturing of apparel, textile mill products, furniture and fixtures, transportation equipment, and assembly of electrical and electronic equipment and components.
 26. Manufacturing of food and kindered products, such as bakery items, dairy products, sugar and confectionary products, and beverages.
 27. Marine sales and services, but excluding the storage or salvage of boats.
 28. New and used automobile, truck, tractor, construction equipment, boat, trailer and farm machinery sales rooms and lots, but excluding the storage of vehicles, boats, trailers, or machinery not in operable condition or in the process of salvage, or the major parts thereof.
 29. Outdoor storage of automobiles, boats, and recreational vehicles in operable condition.
 30. Portable Outdoor Storage and the storage of such containers shall be a Permitted Use, subject to the following conditions:
 - A. All minimum setback requirements of the zoning district shall be met. Additionally, no storage container (whether used for storage or as business inventory) may be located between a front or street side property line and any building on the lot.
 - B. No stacking of containers shall be permitted.
 - C. Containers shall not be permitted to be located within any required parking area, as determined by the Zoning Ordinance. In no event may the use obstruct the circulation of traffic within the zoning lot.
 - D. Containers may not encroach into a drainageway or required landscaped area.
 - E. No container may open into a required side or rear yard, if the site directly abuts a residential zoning district. Containers shall not be located in such a manner which will preclude access to the container, i.e. completely surrounded by other containers, except when empty containers are being used as business inventory, rather than for actual storage.
 - F. An approved hard surface will be required for access to and the placement of all containers. Additionally, areas intended for this use shall be marked to distinguish them from required off-street parking areas.
 - G. All containers shall remain locked at all times, when not being attended to, whether empty or full.
 - H. Landscaping shall be provided in accordance with the City of Bellevue's Landscape Ordinance. In addition, the perimeter of each storage area shall be enclosed by fencing or screening walls, as approved by the Planning Director. All fencing/screening walls shall be located on the interior side of any required landscaping.
 - I. The storage of hazardous materials within such containers is permitted to the extent that it is listed as a principal permitted use and/or it meets the performance standards of the zoning district. Containers shall be labeled if combustible materials are being stored.
 31. Printing services, when mechanical operation is not visible from a street.
 32. Public utility main transmission lines including substations, distribution centers, regulator stations, pumping stations, treatment facilities, storage, equipment buildings, garages, towers, or similar public service uses.
 33. Radio and television stations, except transmission towers over 35 feet high.
 34. Railroad through and spur tracks, but no sidings or other terminal type facilities and no service, repair or administrative facilities.
 35. Self-service storage facilities, provided they meet the following restrictions:
 - A. Lot Standards: All space limits as specified in the MH Zone shall be followed,
 - B. Limitation of Activities: No activity other than the rental of storage space and the administration of the facility shall be permitted.
 - C. Access to Buildings: No storage building may open into required side or rear yards, if the site directly abuts a residential zoning district. Individual storage bays shall not be interconnected by interior doors or other interior means which would provide access from one storage bay to another.
 - D. Storage Restrictions: All storage on the site must be within enclosed buildings, with the exception of automobiles, boats, and recreational vehicles in operable condition. The storage of hazardous materials on the site is prohibited.
 - E. Parking/Loading:
 Parking: Two parking spaces shall be provided at the rental office of 1.5 parking spaces per employee, whichever is greater.
 Loading: Loading docks shall be prohibited, all loading areas shall be at the same elevation as the floor elevation of the individual storage bay.
 - F. Drive Lanes: Minimum drive land width shall be twenty-four (24) feet.

- G. Landscaping/Fencing: Landscaping shall be provided in accordance with the City of Bellevue's Landscape Ordinance. In addition, the perimeter of each facility shall be fully enclosed by fencing or screening walls, as approved by the Planning Director. All fencing shall be located on the interior side of the required bufferyards.
 - H. Site Plan: Each application for a self-storage facility shall provide a detailed site plan as required by the Planning Director.
- 36. Stone and monument works.
 - 37. Temporary batch plants, not to exceed 24 months of operation.
 - 38. Truck wash.
 - 39. Trucking terminals containing in excess of 4 loading or transfer bays.
 - 40. Veterinary Services, including livestock.
 - 41. Warehouses and storage of non-hazardous goods, provided storage is inside building.
 - 42. Yards for the sale, transfer and temporary holding of livestock.
- (Ord. No. 3840, February 8, 2016)**

5.28.03 Conditional Uses:

- 1. Commercial/Utility grade wind energy systems, subject to Section 8.10.
- 2. Communication Towers meeting the requirements as set forth in Section 8.05.
- 3. Meat packing, slaughtering, eviscerating and skinning.
- 4. Permanent batch plants for concrete, asphalt, or paving material.
- 5. Poultry killing, plucking and dressing when such operations are of such size as to employ in excess of 3 persons.
- 6. Recreational facilities and uses which are temporary in nature and do not involve any appreciable amount of fixed construction and which will not interfere with the efficient functioning of the zone for its primary purpose of providing for manufacturing and heavy commercial establishments, may be allowed only upon appeal to the City Council.
- 7. Rendering of by-products of slaughtering and killing of animals or poultry.
- 8. Special and vocational educational and training facilities.
- 9. The bulk storage above ground of liquid petroleum products or chemicals of a flammable or noxious nature.
- 10. The bulk storage of flammable or noxious gasses above or below ground.

5.28.04 Specifically Excluded Uses:

- 1. The following uses are hereby declared incompatible with the purpose of the MH Zone and are hereby expressly excluded:
 - A. Any use which cannot meet the performance standards set forth herein.
 - B. Dwellings except caretaker and watchmen quarters as set forth in the provisions of the MH Zone.
 - C. Schools and colleges, except trade schools.
 - D. Hospitals, clinics, rest homes and other institutions for the housing or care of human beings, except that medical facilities accessory to any industrial operation shall be permitted.
 - E. Motels, hotels and mobile home parks.
 - F. Churches, synagogues, chapels, and similar places of religious worship and instruction.

5.28.05 Permitted Accessory Uses:

- 1. Buildings and uses customarily incidental to the permitted uses.
- 2. Residential and small wind energy systems, subject to Section 8.09.
- 3. Temporary buildings and uses incidental to construction work that will be removed upon completion or abandonment of the construction work.

5.28.06 Space Limits:

- 1. Minimum lot area for business or industry: 10,000 square feet.
- 2. Minimum width of lot: 50 feet.
- 3. Maximum building height: No restriction except as limited by gross floor area ratio and by any restrictions which may be imposed by virtue of aircraft approach and turning zone height restrictions.
- 4. Minimum front yard: 20 feet.
- 5. Minimum rear yard: None.
- 6. Minimum side yard: None.
- 7. Minimum side yard on street side of corner: 10 feet.
- 8. Maximum gross floor area ratio: 1.0
- 9. Maximum ground coverage: 50 percent.

5.28.07 Miscellaneous Provisions:

- 1. Buildings and uses customarily incidental to the permitted uses

2. Parking as required by Sections 8.01-8.03.
3. Signs as permitted in Article 7.
4. Landscaping as required by Article 9
5. Exterior lighting fixtures shall be shaded so that no direct light is cast upon any residential property and so that no glare is visible to any traffic on any public street.
6. Height and minimum lot requirements of accessory buildings are considered same as their associated permitted or conditional use.
7. Physical Appearance: All operation shall be carried on within an enclosed building except that new materials or equipment in operable condition may be stored in the open. Normal daily wastes of an inorganic nature may be stored in containers not in a building when such containers are not readily visible from a street. The provisions of this paragraph shall not be construed to prohibit the display of merchandise or vehicles for sale or the storage of vehicles, boats, farm machinery, trailers, mobile homes or similar equipment when in operable condition.
8. Performance standards shall conform to Section 8.07 of the Supplemental Regulations.

Section 4. That Section 5.27 of Ordinance No. 3619, the Bellevue Zoning Ordinance, as heretofore existing is hereby repealed.

Section 5. That this Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as required by law.

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

APPROVED AS TO FORM:

City Attorney

ATTEST

City Clerk

Mayor

First Reading: _____

Second Reading: _____

Third Reading: _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

96
11-13-17

COUNCIL MEETING DATE:	11/13/2017	AGENDA ITEM TYPE:	
SUBMITTED BY: Joe Mangiamelli, City Administrator Jeff Roberts, Public Works Director Brian Madison, Parks Superintendent	SPECIAL PRESENTATION		
	LIQUOR LICENSE		
	ORDINANCE	<input checked="" type="checkbox"/>	
	PUBLIC HEARING		
	RESOLUTION		
	CURRENT BUSINESS		
	OTHER (SEE CLERK)		

SUBJECT:

Ordinance to comply with state statute relative to city cemetery

SYNOPSIS:

The City Cemetery has been a matter of controversy for the last several months. Issues in the news are matters that have been raised in the past. A review of past actions by the City Council raises questions about the city's compliance with statute in this matter and the authority of a cemetery committee. This ordinance, and subsequent actions, will rectify those matters.

FISCAL IMPACT:

None

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

PROJECT NAME, CALENDAR AND CODING:

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

RECOMMENDATION:

Approve the ordinance to bring Bellevue's oversight of the cemetery into compliance with the state statute. As part of the ordinance approval process, staff will be presenting a resolution recommending approval of a revised set of rules for consideration by the City Council on 11/27/17. These rules will specify the necessary minimum standards for cemetery operations and will be considered at the public hearing on the ordinance. The current Cemetery Committee members are being sent copy of the ordinance and will receive copy of the proposed rules so they may offer comment at the hearing. Upon passage of the ordinance, a future resolution will be submitted for Council consideration to establish a committee under the parameters of the statute and ordinance.

BACKGROUND:

The Bellevue cemetery is a public cemetery and there has been conflict over the years as to what is appropriate for placement at gravesites. City staff has reviewed the statute, City Council actions over the years and the development of "rules" therein for cemetery operations. Passage of the ordinance and subsequent future actions will bring the cemetery operations into compliance and allow for the new rules enforcement as detailed therein and not based on opinions or perceptions of how things should be addressed. City staff and the City Attorney's office have worked closely and carefully to research the issues and protect the city's interests in addressing concerns raised in recent months. The ordinance and subsequent resolutions result from this review.

ATTACHMENTS:

- | | | | |
|---|---|---|--|
| 1 | Ordinance | 4 | |
| 2 | Photo file of various flag holders in use | 5 | |
| 3 | Recent communications received from | 6 | |

SIGNATURES:

ADMINISTRATOR APPROVAL: *Joe Mangiamelli*
 FINANCE APPROVAL: *n/a*
 LEGAL APPROVAL: *Timothy J. Kelly*

AN ORDINANCE TO ADD NEW ARTICLE II, BELLEVUE CEMETERY, SECTIONS 21-31 TO 21-37, TO THE BELLEVUE MUNICIPAL CODE PERTAINING TO THE OPERATION, MAINTENANCE, AND RULES AND REGULATIONS OF THE BELLEVUE CEMETERY; TO REPEAL ALL ORDINANCES IN CONFLICT HERewith AS HERETOFORE EXISTING; AND TO PROVIDE FOR THE EFFECTIVE DATE OF THIS ORDINANCE.

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

Section 1. That new Article II, Bellevue Cemetery, of Chapter 21, Parks and Recreation; Bellevue Cemetery, Sections 21-31 to 21-36 of the Bellevue Municipal Code are hereby added to read as follows:

Chapter 21—PARKS AND RECREATION; BELLEVUE CEMETERY

ARTICLE I. PARKS AND RECREATION

[Sec. 21-1 through Sec. 21-23]

ARTICLE II. BELLEVUE CEMETERY

Sec. 21-31. Bellevue Cemetery—management and operation as a municipal cemetery.

The Bellevue Cemetery, located at West 13th Avenue and Franklin Street, with its principle office located at 8201 South 42nd Street, shall be managed and operated as a municipal cemetery by the city of Bellevue under the supervision and direction of the parks superintendent, for the purpose of burial of the dead, and the city shall exercise police jurisdiction over the cemetery.

Sec. 21-32. Same—maintenance; funds; how used.

(a) The city may survey, plat, map, grade, fence, ornament, and otherwise improve all cemetery grounds and avenues leading thereto. The city may construct walks, rear and protect ornamental trees therein, and provide for paying the expenses thereof.

(b) The city may set aside the proceeds of the sale of lots as a perpetual fund to be invested as provided herein. The income from the fund may be used for the general care, management, maintenance, improvement, beautifying, and welfare of the cemetery. The principal of the perpetual fund may be used for the general care, management, maintenance, improvement, beautifying, and welfare of the cemetery as long as no more than twenty percent of the principal is so used in any fiscal year and no more than forty percent of the principal is so used in any period of ten consecutive fiscal years. The principal of the perpetual fund may also be used for the purchase and development of additional land to be used for cemetery purposes as long as no more than twenty-five percent of the principal is so used in any fiscal year and no more than thirty-five percent of the principal is so used in any period of ten consecutive fiscal years.

(c) The city may receive money by donation, bequest, or otherwise for credit to the perpetual fund to be invested as provided herein or as conditioned by the donor. The income therefrom may be used for the general care, management, maintenance, improvement, beautifying, and welfare of the cemetery as the donor may designate. The principal therefrom may be used for the general care, management, maintenance, improvement, beautifying, and welfare of the cemetery as the donor may designate as long as no more than twenty percent of the principal is so used in any fiscal year and no more than forty percent of the principal is so used in any period of ten consecutive fiscal years. The principal therefrom may also be used for the purchase and development of additional land to be used for cemetery purposes as the donor may designate as long as no more than twenty-five percent of the principal is so used in any fiscal year and no more than thirty-five percent of the principal is so used in any period of ten consecutive fiscal years.

1
2 (d) The city treasurer shall be the custodian of such funds, and the same shall be invested by
3 a board composed of the mayor, city treasurer, and city clerk.
4

5 (e) This section does not limit the use of any money that comes to the city by donation,
6 bequest, or otherwise that is not designated to be credited to the perpetual fund or that allows
7 greater use for purchase or development of additional land to be used for cemetery purposes.
8

9 **Sec. 21-33. Same—lots; how conveyed; title.**

10
11 The city may convey cemetery lots owned by the city, by certificates signed by the mayor
12 and countersigned by the clerk under the seal of the city, specifying that the person to whom the
13 same is issued is the owner of the lot or lots described therein by number as laid down on such
14 plat or map, for the purpose of interment. Such certificate shall vest in the proprietor, his or her
15 heirs and assigns, a right in fee simple of such lot for the sole purpose of interment, under the
16 regulations of the city council.
17

18 **Sec. 21-34. Same—sale of lots; monuments; rules and regulations.**

19
20 The city may:

- 21 (a) limit the number of cemetery lots which shall be owned by one person at the same
22 time;
23 (b) prescribe rules for enclosing, adorning, and erecting monuments and tombstones
24 on cemetery lots;
25 (c) prohibit any diversion of the use of such lots and any improper adornment thereof,
26 but no religious test shall be made as to the ownership of lots, the burial therein or the
27 ornamentation of graves or lots.
28

29 **Sec. 21-35. Same—rules governing; enforcement.**

30
31 The city may by resolution pass rules imposing penalties and fines not exceeding one
32 hundred dollars, regulating, protecting and governing the cemetery, the owners of lots therein,
33 visitors thereof, and trespassers therein. The officers of such city shall have as full jurisdiction
34 and power in the enforcing of such rules as though they related to the city itself.
35

36 **Sec. 21-36. Same—cemetery committee.**

37
38 The city may pass a resolution to create a cemetery committee. The committee shall
39 serve as an advisory body to the city council as to the rules and regulations for the proper use of
40 the cemetery. The resolution shall proscribe the composition of the committee, its number of
41 members, terms and length of service of members, committee organization and frequency of
42 meetings.
43

44 **Sec. 21-37. Same—prior rules and committees abolished.**

45
46 All cemetery rules and regulations adopted by the city council are hereby abolished on
47 January 1, 2018. Any cemetery committee or association created pursuant to any prior
48 ordinance, resolution, or other process approved by an affirmative vote of the city council is
49 hereby disbanded as of January 1, 2018.
50

51 Section 2. That any section of the Bellevue Municipal Code in conflict with this
52 ordinance as heretofore existing is hereby repealed in its entirety.
53

54 Section 3. This Ordinance shall take effect and be in full force from and after its passage,
55 approval and publication as provided by law.
56

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

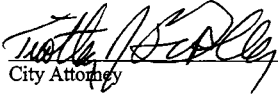
58
59 ATTEST:

Mayor

60
61 _____
62 City Clerk

- 1
- 2 First Reading _____
- 3
- 4 Second Reading _____
- 5
- 6 Third Reading _____

APPROVED AS TO FORM:



City Attorney

BELLEVUE PUBLIC
CEMETERY U.S. FLAG
ISSUE AND VARIOUS
FLAG HOLDERS IN OUR
CEMETERY

BRIAN MADISON

PARKS SUPERINTENDENT



CONTENTS

- Bellevue Cemetery Rules and Regulations
- Sarpy County Veterans Service Office
- VA National Cemetery Administration and American Battle Monuments Commission
- American Civil Liberties Union
- Various Flag Holders in our Cemetery

BELLEVUE CEMETERY RULES AND REGULATIONS

- Rules and Regulations state the following:
 - U.S. flags will be permitted year round. They are to be cloth and not to exceed 12" x 18". Flags must be placed on a brass flag holder, vase or a permanent marker on the headstone. When flags become torn or worn, they will be removed by Cemetery employees.
 - The veterans bronze flag holder is held by a 22-inch shaft while the 12x18 inch U.S. flag comes attached to a 30-inch wooden shaft. These lengths may be very unstable in the wind. By driving a long screwdriver into the hard ground the flag holder shaft may then be driven 8 to 10 inches into the ground thereby creating a more stable unit to withstand the wind.

BELLEVUE CEMETERY RULES AND REGULATIONS (CONT.)

- Veterans and their families are encouraged to become acquainted with services provided by the Sarpy County Veterans Service Office located in the Sarpy County Court House Annex in Papillion (593-2203). Their services cover a wide range of benefits from applying for veteran disability to providing veteran bronze flag holders.
- The veterans bronze flag holder is held by a 22 inch shaft while the 12x18 inch U.S. flag comes attached to a 30 inch wooden shaft.
- One veteran's flag holder with U.S. flag.
- Only government issued bronze niche Veteran markers are allowed to be attached to the headstone boulders. No other medallions, flag holders or markers are allowed.

SARPY COUNTY VETERANS SERVICE OFFICE

- Sarpy County Veterans Service Office provides Veterans Bronze Holders free of charge to those that can provide a DD Form 214.
- Online application form does not state on U.S. Flags are allowed in holder.
- At this time The Sarpy County Veterans Service Office can not provide policy, instruction, directive, regulation, rules, etc. that states that the flag holders can only have a U.S. Flag in them.
- It is also very hard to distinguish if a flag holder in our cemetery was in fact provided by the Sarpy County Veteran Services office or was purchased by the family.

VA NATIONAL CEMETERY ADMINISTRATION AND AMERICAN BATTLE MONUMENTS COMMISSION

- VA National Cemetery Administration
 - Maintains 131 of the 147 national cemeteries.
 - National Park Service maintains the rest.
 - No rules and regulations, policy, instructions, etc. that state that only U.S. Flags are allowed in Veterans Bronze Flag Holders.
- American Battle Monuments Commission
 - Federal Government entity that manages U.S. military cemeteries inside and outside the United States.
 - 25 sites with 124,905 U.S. servicemen and servicewomen interred at these sites.



National Cemetery – Puerto Rico



American Battle Monuments Commission - Philippines



American Battle Monuments Commission - France

AMERICAN CIVIL LIBERTIES UNION (ACLU)

- The fundamental constitutional protections of due process and equal protection embodied in our Constitution and Bill of Rights apply to every person, regardless of immigration status.
- When the government has the power to deny legal rights and due process to one vulnerable group, everyone's rights are at risk. The ACLU Immigrants' Rights Project is dedicated to expanding and enforcing the civil liberties and civil rights of immigrants and to combating public and private discrimination against them.

WHAT WE NEED TO KNOW

- There are 41 million immigrants in the United States.
- According to February 2008 data from the Department of Defense, more than 65,000 immigrants (noncitizens and naturalized citizens) were serving on active duty in the U.S. Armed Forces. This represents approximately 5% of all active-duty personnel.
- The top two countries of origin for foreign-born military personnel in the U.S. are the Philippines and Mexico. Nearly 11 percent of those serving in the armed forces are of Hispanic origin.

WHAT WE NEED TO KNOW (CONT.)

- The current presence of immigrants in the military has deep historical roots: noncitizens have fought in the U.S. Armed forces since the Revolutionary War. Foreign born residents comprised half of all U.S. military recruits during the 1840s and 20 percent of the 1.5 million service members in the Union Army during the Civil War.

VARIOUS FLAG HOLDERS IN OUR CEMETERY



Sarpy County
Veteran's Service
Office Veterans
Bronze Flag Holders



VARIOUS FLAG HOLDERS IN OUR CEMETERY



Were these flag holders provided by the Sarpy County Veteran's Service Office?



VARIOUS FLAG HOLDERS IN OUR CEMETERY



Were these flag holders provided by the Sarpy County Veteran's Service Office?

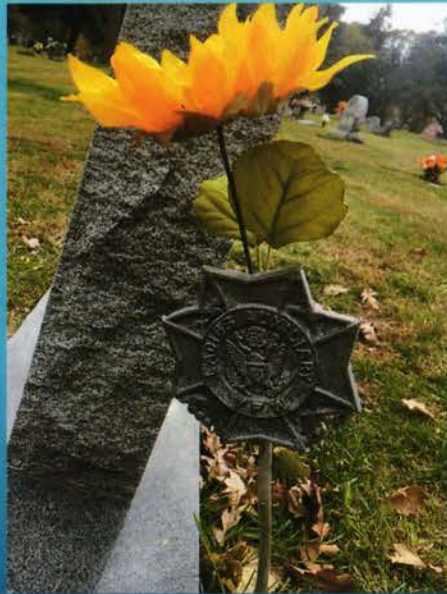


VARIOUS FLAG HOLDERS IN OUR CEMETERY



Are these holders provided by Sarpy
County?

VARIOUS FLAG HOLDERS IN OUR CEMETERY



Bellevue Leader Front Page News Story Picture on Left (Oct 12 and Nov 1, 2017).
Two pictures on right taken Nov 1, 2017. The flag holder is a VFW Ladies
Auxiliary Holder and not provided by the Sarpy County Veterans Service Office.

VARIOUS FLAG HOLDERS IN OUR CEMETERY



Flag Holder at gravesite with British Flag. After careful inspection the holder is not made of bronze and could not have been donated by the Sarpy County Veterans Service Office.

VARIOUS FLAG HOLDERS IN OUR CEMETERY



There are many flag holders located throughout our cemetery that aren't provided by the Sarpy County Veterans Service Office

VARIOUS FLAG HOLDERS IN OUR CEMETERY



There are many flag holders located throughout our cemetery that aren't provided by the Sarpy County Veterans Service Office

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VARIOUS FLAG HOLDERS IN OUR CEMETERY



There are many flag holders located throughout our cemetery that aren't provided by the Sarpy County Veterans Service Office

QUESTIONS



*Honorable Mayor Rita Sanders
City of Bellevue*

October 26, 2017

Dear Mayor Sanders

Today Karen at the Cemetery Office called me; I had left a couple of messages to ask for the current rules at the cemetery ref how long decorations would be permitted. (I have read the pros and cons in the Bellevue Leader and can only say it is disgusting.)

Karen recommended driving through the cemetery and stopping to ask the workers who spend most days from around 8:30 to 4:30 keeping the cemetery looking good and in good repair.

This afternoon I spent around 45 minutes, driving through, looking for someone to talk to, but found no one. There were 2 black, "civilian" pickups parked at the top of the cemetery, but no one around, and there was one parked Cass County sedan, whose driver was out walking around. But no one to ask for information.

But as I told Karen, in my opinion, the Bellevue Cemetery is in fine condition—there is nothing for anyone to complain about, particularly the three members of the cemetery board who threatened to resign.

I found probably half a dozen flag holders with silk flowers in them instead of flags. No flags, but isn't that acceptable? If not, then the holders should be removed. There were a few small bouquets of silk flowers stuck into the ground in front of flat tombstones, but that looked okay—mowing is likely finished for the season.

Finally,

*---the cemetery looked beautiful today, and it always is when I go.
---the cemetery board does not require 4 members; 2 should be sufficient and if there is a problem the Mayor can dispatch her Secretary (or Administrator) to make a decision.*

Respectfully


JO PFEFFER

Joe Mangiamelli

From: mike mccolloster <w5um@hotmail.com>
Sent: Sunday, November 5, 2017 8:27 PM
To: jwilcox@hearst.com; public.affairsny@fco.gov.uk; kc0yko@hotmail.com; gethelp@aclunbraska.org; Rita Sanders; sullivan@adamsandsullivan.com; Pat Shannon; Thomas Burns; johnfhansen2597@gmail.com; Paul Cook; Jim Moudry; Don Preister; Joe Mangiamelli; news@bellevueleader.com
Subject: Removal of the Union Jack from the grave of WW2 British Royal Navy veteran in Bellevue Cemetery ,Bellevue, Nebraska

Mr. James Wilcox
KETV News
Omaha, Nebraska

Dear Mr. Wilcox:

I viewed with great interest your November 3, 2017 story regarding a veteran flag dispute at Bellevue Municipal Cemetery in Bellevue, Nebraska.

<http://www.ketv.com/article/hearing-set-regarding-veteran-flag-dispute-at-bellevue-cemetery/13258950>

This has the potential to become an international incident.

You showed the tomb of Rupert C. Jones and Barbara A. Jones.

It is my understanding that Barbara A. Jones was not born in the US. I understand that she is a veteran of WW2 and honorably served in the British Royal Navy.

I further understand that she married Rupert C. Jones (a US WW2 vet), moved to the US, and raised a family here.

Rupert and Barbara are buried side by side in the Bellevue Municipal Cemetery in Bellevue, Nebraska.

He has the US flag on his grave and she has the Union Jack on her grave.

If the City of Bellevue forces the removal of the Union Jack from Barbara's grave, I wonder if this will ultimately result in the removal of the Stars and Stripes from the graves of US veterans buried "over there"?

I have forwarded your story and a copy of this email to the British Consulate General in New York, the ACLU, the mayor, councilmen, city attorney of Bellevue, and others.

Michael B. McColloster
tel 504-835-3100

CITY OF BELLEVUE, NEBRASKA
 AGENDA ITEM COVER SHEET

9c
 11-13-17

COUNCIL MEETING DATE:	11/13/2017	AGENDA ITEM TYPE:	
SUBMITTED BY: -Michael Rogers, Gilmore & Bell, P.C. (Issuer's Bond Counsel) -Cody Wickham, D.A. Davidson (Underwriter) -Finance Director		SPECIAL PRESENTATION	
		LIQUOR LISCENSE	
		ORDINANCE	<input checked="" type="checkbox"/>
		PUBLIC HEARING	
		RESOLUTION	
		CURRENT BUSINESS	
		OTHER (SEE CLERK)	

SUBJECT:
 Issuance of Highway Allocation Fund Pledge Bonds, Series 2017, in an amount not to exceed \$4,000,000.

SYNOPSIS:
 The City of Bellevue will issue up to \$3,135,000 of bonds to refund costs of 2017 street paving and to finance \$865,000 of refunded 2010 Highway Allocation Bonds to obtain better interest rates.

FISCAL IMPACT:
 Positive effect on cash flow due to reimbursement of paving costs and lower interest rates.

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

Empty box for explanation of budgeted item or grant/matching funds.

PROJECT NAME, CALENDAR AND CODING:

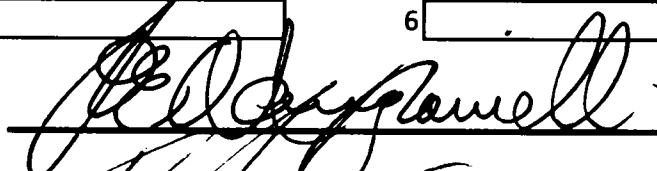

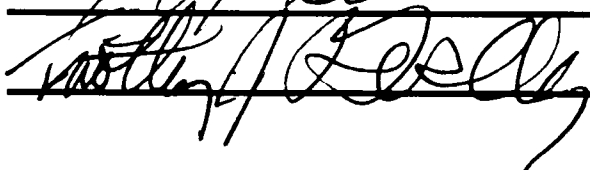
Requestor	Project Name:	_____
	Expected Start Date:	_____ Expected End Date: _____
	CIP Project Name:	_____
	MAPA # and Name:	_____
	Street District # and Name:	_____
Finance	Distribution Code:	_____ [Fund-Dept-Project-Subproject-Funding Source-Cost Center]
	GL Account #:	GL Account Name: _____

RECOMMENDATION:
 Suspend the statutory rule requiring reading on three different days and, after the public hearing is held at this meeting, approve Ordinance _____, authorizing and providing for issuance of highway allocation fund pledge bonds, series 2017, in an amount not to exceed \$4,000,000.00.

BACKGROUND:
 During 2017, the city made multiple street improvements and paid the associated costs out of general funds. This bond reimburses the general fund of the city. This bond also refinances the refunding of the 2010 highway allocation bonds which saves the city interest costs.

ATTACHMENTS:

1	Ordinance	4	
2		5	
3		6	

SIGNATURES:
 ADMINISTRATOR APPROVAL: 
 FINANCE APPROVAL: 
 LEGAL APPROVAL: 

ORDINANCE NO. 3890

AN ORDINANCE AUTHORIZING THE ISSUANCE OF HIGHWAY ALLOCATION FUND PLEDGE AND REFUNDING BONDS, SERIES 2017 OF THE CITY OF BELLEVUE, NEBRASKA, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED FOUR MILLION DOLLARS (\$4,000,000) (A) FOR THE PURPOSE OF PAYING THE COSTS OF CERTAIN STREET IMPROVEMENTS AND RELATED IMPROVEMENTS WITHIN THE CITY AND (B) TO PROVIDE FOR THE PAYMENT AND REDEMPTION OF CERTAIN OUTSTANDING HIGHWAY ALLOCATION FUND PLEDGE BONDS, OF THE CITY OF BELLEVUE, NEBRASKA; PRESCRIBING THE FORM OF SUCH BONDS TO BE ISSUED AND AUTHORIZING OFFICERS OF THE CITY TO APPROVE CERTAIN FINAL TERMS OF THE BONDS; PLEDGING FUNDS TO BE RECEIVED BY THE CITY FROM THE STATE OF NEBRASKA HIGHWAY ALLOCATION FUND FOR THE PAYMENT OF SAID BONDS; PROVIDING FOR THE LEVY OF TAXES TO PAY THE INTEREST ON AND PRINCIPAL OF SUCH BONDS IF NECESSARY; AND PROVIDING FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND RELATED MATTERS

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

Section 1. The Mayor and Council (the “**Council**”) of the City of Bellevue, Nebraska (the “**City**”) hereby find and determine as follows:

(a) The City requires the construction of certain streets and other appurtenant related improvements within the City (the “**Project**”), all as set out in the project scope of improvements as prepared by the special engineers for the City; that the City’s Engineers heretofore prepared plans, specifications and estimates of cost for the Project; that bids have been taken and the Council has awarded a contract for the construction of the aforesaid improvements; that the City has the authority to fund the project costs through issuance of highway allocation fund pledge bonds; that the City has no other funds on hand for the cost of such improvements; that funds are required by the City with respect to the Project, in an amount not less than \$4,000,000; and, that it is necessary and advisable for the City to provide financing for the Project by the issuance of its highway allocation fund pledge bonds as further described herein.

(b) The City has previously issued and there are now outstanding and unpaid Highway Allocation Fund Pledge Bonds, Series 2010, in the principal amount of \$845,000, dated March 16, 2010 (the “**Refunded Bonds**”), and bearing interest and maturing as follows:

<u>Amount</u>	<u>Maturity (March 15)</u>	<u>Interest Rate</u>
\$100,000	2018	3.350%
100,000	2019	3.550
100,000	2020	3.700
125,000	2021	3.850
130,000	2022	3.950
140,000	2023	4.000
150,000	2024	4.050

such bonds being part of an issue of \$1,290,000 principal amount of Highway Allocation Fund Pledge Bonds, Series 2010 issued pursuant to Ordinance No. 3557 duly passed by the Council and approved by the Mayor on February 8, 2010, bonds maturing on or after March 15, 2016, being redeemable at the option of the City at any time on or after March 16, 2015, at a redemption price equal to the principal amount thereof plus accrued interest to the date fixed for redemption.

(c) All of the Refunded Bonds remain unpaid and are a legal liability against the City, provision for the payment of which may be made by the lawful issuance and sale of refunding bonds of the City pursuant to Section 10-142, Reissue Revised Statutes of Nebraska, as amended.

(d) Since the issuance of the Refunded Bonds, the rates of interest available in the markets have declined so that the City can effect a savings in interest costs by providing for payment and redemption of all or part of the Refunded Bonds, as determined by the Mayor in accordance with the provisions of this Ordinance, through the issuance of refunding bonds of the City.

(e) By making provision for the redemption and payment of the Refunded Bonds through the issuance of refunding bonds, a savings in the amount of annual debt service on the Refunded Bonds would be made by the City.

(f) The City has authorized calling the Refunded Bonds for payment and redemption in accordance with law and the ordinance authorizing the Refunded Bonds, on a date to be determined as provided for herein (the “**Redemption Date**”).

(g) All bond sinking fund money of the City in existence with respect to the Refunded Bonds has been or will be used to pay principal and interest maturing, accruing and falling due on the Refunded Bonds on or before the Redemption Date, all of such sinking fund money being hereby appropriated and set aside for such purpose, it being found hereby that no sinking fund money is presently in existence to pay the principal of or interest on the Refunded Bonds being called for redemption on the Redemption Date, and that the City has no other funds accumulated for the payment thereof.

(h) The City’s receipts from the Nebraska Highway Allocation Fund for the audited fiscal year ended September 30, 2017 totaled \$4,638,976 and the City’s receipts from the Nebraska Highway Allocation Fund for the audited fiscal year ending September 30, 2018 are expected to total \$4,791,018; that from and after December 15, 2017, the Refunded Bonds are the only bonds the City shall have outstanding issued pursuant to Section 66-4,101, Reissue Revised Statutes of Nebraska, as amended (or any predecessor statute thereto); that based upon the City’s current receipts from the Nebraska Highway Allocation Fund, the City anticipates that future receipts will be sufficient to pay debt service on the Bonds as and when the same fall due.

(i) All conditions, acts and things required by law to exist or to be done precedent to the issuance of Highway Allocation Fund Pledge and Refunding Bonds, Series 2017 (the “**Bonds**”) in the principal amount of not to exceed \$4,000,000 pursuant to Sections 66-4,101, and 10-142, Reissue Revised Statutes of Nebraska, as amended, do exist and have been done as required by law.

Section 2. (a) To provide funds for the purpose of paying a portion of the costs of the Project and refinancing the Refunded Bonds, all as set out in **Section 1** hereof, there shall be and there are hereby ordered issued the Bonds, in one or more series, in the aggregate stated principal amount of not to exceed \$4,000,000. The Bonds or any portion thereof are hereby authorized to be sold pursuant to a negotiated sale with D.A. Davidson & Co., as initial purchaser (the “**Underwriter**”). In connection with such sale, the Mayor, City Administrator or Finance Director (each, an “**Authorized Officer**”) are hereby authorized to specify, determine, designate, establish and appoint, as the case may be, in one or more written designations which

may be included in a bond purchase agreement (each, a “**Designation**”), (i) the aggregate purchase price of the Bonds (including any original issue discount or premium) and the underwriting discount which shall not exceed 0.95% of the aggregate stated principal amount thereof, (ii) the form and contents of any bond purchase agreement in connection with such sale, (iii) the title (including series designation), dated date (which shall not be later than December 29, 2017), aggregate principal amount (including the aggregate principal amounts of serial Bonds and term Bonds, if any), which aggregate stated principal amount shall not exceed \$4,000,000, and the final maturity date, which shall not be later than December 15, 2032, (iv) the principal amounts maturing in each year, (v) the rate or rates of interest to be borne by each principal maturity of the Bonds, provided that present value savings results from refunding the Refunded Bonds and provided that the true interest cost of the Bonds shall not exceed 3.50%, (vi) the principal payment dates and interest payment dates, (vii) whether the Bonds will be subject to redemption prior to their stated maturity, and if subject to such optional redemption, the provisions governing such redemption, including a redemption price not to exceed 104% of the principal amount then being redeemed plus accrued interest to the date of redemption, (viii) the amount and due date of each sinking fund installment for any of the Bonds issued as term Bonds, (ix) the designation of the Bond Registrar and Paying Agent (defined herein) and the form and content of any agreement between the City and such entity and (x) all other terms and provisions of the Bonds not otherwise specified or fixed by this Ordinance.

(b) The Authorized Officers, or each individually, are hereby authorized to call any or all of the Refunded Bonds for redemption on such date he or she determines appropriate, which date shall be the Redemption Date hereunder. The Authorized Officers, or each individually, are hereby authorized to designate, approve, execute and deliver, as the case may be (i) the form, content, terms and provisions of any published and/or mailed notice of redemption with respect to the payment and redemption of the Refunded Bonds, (ii) an Escrow Agent, (iii) the form, content, terms and provisions of an Escrow Agreement with the Escrow Agent for the purpose of providing for the deposit in trust with the Escrow Agent a portion of the net proceeds of the Bonds, the investment of such net proceeds pending their application, the application of such proceeds and any investment income to the payment of all of the principal of and interest on the Refunded Bonds maturing on or before the Redemption Date and the application of the balance of such proceeds and any investment income thereof to the redemption and retirement of the Refunded Bonds on the Redemption Date.

Section 3. Interest on the Bonds at the respective rates for each maturity is payable semiannually on dates to be determined in the Designation (each of such dates an “**Interest Payment Date**”) from the Date of Original Issue or the most recent Interest Payment Date, whichever is later, until maturity or earlier redemption by check or draft mailed by the Registrar or its successor on such Interest Payment Date to the registered owner of each Bond at such registered owner’s address as it appears on the Bond Register maintained by the Registrar or its successor at the close of business on the fifteenth day preceding such Interest Payment Date (the “**Record Date**”) subject to the provisions of the following paragraph. The principal on the Bonds and the interest due at maturity or upon redemption prior to maturity is payable in lawful money of the United States of America to the registered owners thereof upon presentation and surrender of such Bonds to the Registrar.

In the event that payments of interest due on the Bonds on an Interest Payment Date are not timely made, such interest shall cease to be payable to the registered owners as of the Record Date for such Interest Payment Date and shall be payable to the registered owners of the Bonds as of a special date of record for payment of such defaulted interest as shall be designated by the Registrar whenever moneys for the purpose of paying such defaulted interest become available.

If the date for payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the city where the office of the Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day

which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the nominal date of payment.

Section 4. Bonds shall be executed on behalf of the City by the manual or facsimile signatures of the Mayor and Clerk and shall have the City Seal impressed or imprinted on each Bond. In case any officer whose signature or a facsimile of whose signature shall appear on the Bonds and shall cease to be such officer before the delivery of the Bonds, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if he or she had remained in office until delivery. Notwithstanding such execution, no Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Ordinance unless and until a certificate of authentication on such Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Bonds need not be signed by the same representative. The executed certificate or authentication on each Bond shall be conclusive evidence that it has been authenticated and delivered under this Ordinance.

Section 5. The Bonds shall be in substantially the following form:

**UNITED STATES OF AMERICA
STATE OF NEBRASKA
COUNTY OF SARPY
CITY OF BELLEVUE
HIGHWAY ALLOCATION FUND PLEDGE AND REFUNDING BOND, SERIES 2017**

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Issue</u>	<u>CUSIP Number</u>
	_____, 20__	_____, 2017	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

The **CITY OF BELLEVUE, NEBRASKA** (the “City”), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner specified above or registered assigns, the Principal Amount stated above in lawful money of the United States of America on the Maturity Date specified above, with interest thereon, calculated on the basis of a 360-day year consisting of twelve 30-day months, from Date of Issue stated above at the Interest Rate per annum specified above, payable semiannually on _____ and _____ of each year, beginning _____, 20__ (each of such dates an “**Interest Payment Date**”) until maturity or earlier redemption.

The Principal Amount and the interest due at maturity or upon redemption prior to maturity is payable to the Registered Owner hereof in lawful money of the United States of America without deduction for services as paying agent at the office of the Bond Registrar and Paying Agent, _____ (the “**Registrar**”), upon presentation and surrender of this bond. Interest on this bond due prior to maturity or earlier redemption shall be paid by check or draft mailed by the Registrar on the date such interest is due and payable to the Registered Owner at such Registered Owner’s address as it appears on the registration books of the Registrar as of the close of business on the fifteenth day preceding an Interest Payment Date (the “**Record Date**”). Any interest not so timely paid shall cease to be payable to the person entitled thereto as of the Record Date such interest was payable, and shall be payable to the person who is the Registered Owner of this bond (or of one or more predecessor bonds hereto) on such special Record Date for payment of such defaulted interest as shall be fixed by the Registrar whenever money

for such purpose become available. For the prompt payment of this bond, both principal and interest at the time the same becomes due, the full faith, credit, resources and taxing powers of the City are hereby pledged.

The bonds of the series of which this bond is one maturing on or prior to _____, 20__ , shall not be subject to redemption prior to their stated maturities. The bonds of the series of which this bond is one maturing on and after _____, 20__ are subject to redemption at the option of the City prior to the stated maturities thereof at any time on and after the fifth anniversary of the Date of Issue, as a whole, or in part from time to time in such principal amounts and from such maturity or maturities as the City, in its sole and absolute discretion, shall determine, and in the event that less than all the bonds of a maturity are to be called for redemption, the particular bonds of such maturity to be redeemed shall be selected by lot at the redemption price of the principal amount thereof, together with the interest accrued on such principal amount to the date fixed for redemption.

Bonds shall be redeemed in whole multiples of \$5,000 and if any bond be in a denomination in excess of \$5,000, portions of the principal amount thereof in installments of \$5,000 or any multiples thereof may be redeemed, and if less than all of the principal thereof is to be redeemed, in such case upon the surrender of such bond there shall be issued to the registered owner thereof without charge therefor, for the then unredeemed balance of the principal amount thereof, registered bonds of like series, maturity and interest rates in any of the authorized denominations provided by the Ordinance (hereinafter defined).

Notice of redemption of this bond shall be given to the Registered Owner hereof by first-class mail, postage prepaid, not less than thirty (30) days prior to the date fixed for redemption, all as more particularly set forth in the Ordinance (hereinafter defined). Notice of redemption having been given as provided in the Ordinance (hereinafter defined), or notice of redemption having been waived, and funds for the payment thereof having been deposited with the Registrar, this bond shall cease to bear interest from and after the date fixed for redemption.

This bond is one of a series of bonds numbered from 1 upwards, in order of their issuance, being in the denomination of \$5,000 and integral multiples thereof, of the total principal amount of _____ Thousand Dollars (\$ _____) all of like date and tenor except as to denomination, date of maturity, rate of interest and priority of redemption which have been issued by the City for the purpose of (a) paying the costs of certain street improvements and related improvements in the City and (b) providing for the payment and redemption of \$ _____ in principal amount of the City's outstanding Highway Allocation Fund Pledge Bonds, Series 2010, date of original issue – March 16, 2010, all pursuant to Sections 66-4,101 and 10-142, Reissue Revised Statutes of Nebraska, as amended. This bond and the series of which it is one, are issued under the authority of and in compliance with the laws of the State of Nebraska governing the City, and pursuant to Ordinance No. ____ of the City (the "Ordinance") duly enacted and by proceedings duly had by the Mayor and Council.

This bond is transferable by the Registered Owner hereof in person or by such Registered Owner's attorney duly authorized in writing, at the principal office of the Registrar but only in the manner and subject to the limitations and conditions provided in the Ordinance and upon presentation and surrender hereof to the Registrar for cancellation. Upon any such registration of transfer, the City shall execute and the Registrar shall authenticate and deliver in exchange for this bond, a new registered bond or bonds, registered in the name of the transferee, of authorized denominations, in an aggregate principal amount equal to the principal amount of this bond, of the same series and maturity and bearing interest at the same rate. The City and the Registrar may deem and treat the Registered Owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes.

If the date for payment of the principal of or interest on this bonds shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the city where the office of the Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the nominal date of payment.

The City has in the Ordinance designated such issue of bonds as “qualified tax-exempt obligations” pursuant to Section 265(b)(3)(B)(i) of the Internal Revenue Code of 1986, as amended.

IT IS HEREBY CERTIFIED AND WARRANTED that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this bond and the Refunded Bonds did exist, did happen and were done and performed in regular and due form and time as required by law. For the prompt payment of the principal and interest on this bond and the other bonds of the same issue, the City has pledged funds received and to be received from the Highway Allocation Fund of the State of Nebraska with receipts from such fund to be allocated by the City to payment of principal and interest as the same fall due. In addition, the City hereby covenants and agrees that it shall levy ad valorem taxes upon all the taxable property in the City at such rate or rates, within applicable statutory and constitutional limitations, as will provide funds which together with receipts from the Highway Allocation Fund, as pledged to the payment of such principal and interest and any other money made available and used for such purpose, will be sufficient to make payment of the principal of and interest on this Bond and the other Bonds of the same issue as the same fall due.

This bond shall not be valid or become obligatory for any purpose until it shall have been authenticated by the execution by the Registrar of the Certificate of Authentication endorsed hereon.

IN WITNESS WHEREOF, the Mayor and Council have caused this bond to be executed on behalf of the City by the manual or facsimile signatures of its Mayor and Clerk and have caused the City Seal to be impressed or imprinted hereon, all as of the Date of Issue set forth above.

CITY OF BELLEVUE, NEBRASKA

ATTEST:

By: _____ (Facsimile Signature)
Mayor

By: _____ (Facsimile Signature)
Clerk

[SEAL]

**BOND REGISTRAR AND PAYING AGENT’S
CERTIFICATE OF AUTHENTICATION**

This Bond is one of the series of bonds described in the within-mentioned Ordinance.

_____, Bond
Registrar and Paying Agent

By: _____

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

Print or Type Name, Address and Social Security Number
or other Taxpayer Identification Number of Transferee

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ agent to transfer the within Bond on the books kept by the Paying Agent for the registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular.

Signature Guaranteed By:

(Name of Eligible Guarantor Institution as defined by SEC Rule 17 Ad-15 (17 CFR 240.17 Ad-15))

By: _____
Title: _____

Section 6. Each of the Bonds shall be executed on behalf of the City with the manual or facsimile signatures of the Mayor and Clerk. The Bonds shall be issued initially as “book-entry-only” bonds using the services of The Depository Trust Company (the “**Depository**”), with one typewritten bond per maturity being issued to the Depository. In such connection said officers are authorized to execute and deliver a letter of understanding and representation (the “**Representation Letter**”) in the form required by the Depository, for and on behalf of the City, which shall thereafter govern matters with respect to registration, transfer, payment and redemption of the Bonds. Upon the issuance of the Bonds as “book-entry-only” bonds, the following provisions shall apply:

(a) The City and the Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which the Depository holds Bonds as securities depository (each, a “**Bond Participant**”) or to any person who is an actual purchaser of a Bond from the Bond Participant while the Bonds are in book-entry form (each, a “**Beneficial Owner**”) with respect to the following:

(i) the accuracy of the records of the Depository, any nominees of the Depository or any Bond Participant with respect to any ownership interest in the Bonds,

(ii) the delivery to any Bond Participant, any Beneficial Owner or any other person, other than the Depository, of any notice with respect to the Bonds, including any notice of redemption, or

(iii) the payment to any Bond Participant, any Beneficial Owner or any other person, other than the Depository, of any amount with respect to the Bonds. The Registrar shall make payments with respect to the Bonds only to or upon the order of the Depository or its nominee, and all such payments shall be valid and effective fully to satisfy and discharge the obligations with respect to such Bonds to the extent of the sum or sums so paid. No person other than the Depository shall receive an authenticated Bond.

(b) Upon receipt by the Registrar of written notice from the Depository to the effect that the Depository is unable or unwilling to discharge its responsibilities, the Registrar shall issue, transfer and exchange Bonds requested by the Depository in appropriate amounts. Whenever the Depository requests the City and the Registrar to do so, the City and the Registrar will cooperate with the Depository in taking appropriate action after reasonable notice (i) to arrange, with the prior written consent of the City, for a substitute depository willing and able upon reasonable and customary terms to maintain custody of the Bonds or (ii) to make available Bonds registered in whatever name or names the Beneficial Owners transferring or exchanging such Bonds shall designate.

(c) If the City determines that it is desirable that certificates representing the Bonds be delivered to the Bond Participants and/or Beneficial Owners of the Bonds and so notifies the Registrar in writing, the Registrar shall so notify the Depository, whereupon the Depository will notify the Bond Participants of the availability through the Depository of certificates representing the Bonds. In such event, the City and the Registrar shall issue, transfer or exchange certificates representing the Bonds as requested by the Depository in appropriate amounts and in authorized denominations.

(d) Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of the Depository or any nominee thereof, all payments with respect to such Bond and all notices with respect to such Bond shall be made and given, respectively, to the Depository as provided in the Representation Letter.

(e) Registered ownership of the Bonds may be transferred on the books of registration maintained by the Registrar, and the Bonds may be delivered in physical form to the following:

(i) any successor securities depository or its nominee;

(ii) any persons, upon (A) the resignation of the Depository from its functions as depository or (B) termination of the use of the Depository pursuant to this **Section**.

(f) In the event of any partial redemption of a Bond unless and until such partially redeemed Bond has been replaced in accordance with the provisions of **Section 3(d)** of this Ordinance, the books and records of the Registrar shall govern and establish the principal amount of such Bond as is then outstanding and all of the Bonds issued to the Depository or its nominee shall contain a legend to such effect.

If for any reason the Depository resigns and is not replaced, the City shall immediately provide a supply of printed bond certificates for issuance upon the transfers from the Depository and subsequent transfer or in the event of partial redemption. In the event that such supply of certificates shall be insufficient to meet the requirements of the Registrar for issuance of replacement Bonds upon transfer or partial redemption, the City agrees to order printed an additional supply of certificates and to direct their execution by manual or facsimile signature of its then duly qualified and acting Mayor and Clerk. In case any officer whose signature or facsimile thereof shall appear on any Bond shall cease to be such officer before the delivery of such Bond (including any bond certificates delivered to the Registrar for issuance upon transfer), such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes the same as if such officer or

officers had remained in office until the delivery of such Bond. The Bonds shall not be valid and binding on the City until authenticated by the Registrar. The Bonds shall be delivered to the Registrar for registration and authentication. Upon execution, registration and authentication of the Bonds, they shall be delivered to the City Treasurer, who is authorized to deliver them to the Underwriter, the initial purchaser thereof, upon receipt of the full purchase price of the Bonds as set forth in the Purchase Agreement hereinafter approved. Such initial purchaser shall have the right to direct the registration of the Bonds and the denomination thereof within each maturity, subject to the restrictions of this Ordinance.

Section 7. The Authorized Officers, or any one or more of them, are hereby authorized to appoint a Bond Registrar and Paying Agent (the “**Registrar**”) for the Bonds, which Registrar may be a bank or trust company, or the City Treasurer. The Registrar shall keep the books for the registration and transfer of Bonds at its office. If the Registrar is a bank or trust company, the Registrar shall serve in such capacities under the terms of an agreement entitled “**Paying Agent and Registrar’s Agreement**” between the City and the Registrar, the form of which shall be approved by an Authorized Officer. The Mayor and Clerk are hereby authorized to execute said agreement. The names and registered addresses of the registered owner or owners of the Bonds shall at all times be recorded in such books. The transfer of any Bond may be registered upon the books kept for the registration and registration of transfer of Bonds upon presentation and surrender thereof to the Registrar together with an assignment duly executed by the registered owner or such registered owner’s attorney or legal representative in such form as shall be satisfactory to the Registrar. Upon any such registration of transfer, the City shall execute and the Registrar shall authenticate and deliver in exchange for such Bond, a new Bond or Bonds of any denomination or denominations authorized by this Ordinance of the same series and maturity and in the same aggregate principal amount and bearing interest at the same rate. Bonds may be exchanged at the principal office of the Registrar for a like aggregate principal amount of Bonds and the City shall execute and the Registrar shall authenticate and deliver Bonds which the owner making the exchange is entitled to receive, numbered consecutively beginning after the last number then outstanding and of the same maturity and bearing interest at the same rate as the Bonds surrendered for exchange. The Registrar may impose a charge sufficient to defray all costs and expenses incident to registrations of transfer and exchanges. In each case the Registrar shall require the payment by the owner requesting exchange or transfer of any tax or other governmental charge required to be paid with respect to such exchange or transfer.

The City and the Registrar shall not be required to transfer any Bond during any period from any Record Date until its immediately following Interest Payment Date or to transfer any Bond called for redemption for a period of 30 days next preceding the date fixed for redemption. The Registrar shall also be responsible for making the payments of principal and interest as the same fall due upon the Bonds from funds provided by the City for such purpose. Payments of interest due upon the Bonds prior to maturity or redemption shall be made by the Registrar by mailing a check in the amount due for such interest on each interest payment date to the registered owner of each Bond as of the close of business on the fifteenth day of the month immediately preceding the month in which interest on the Bonds is payable, addressed to such owner’s registered address as shown on the books of registration as required to be maintained under this **Section 7**. Payments of principal due at maturity or at any date fixed for redemption prior to maturity, together with any accrued interest then due, shall be made by the Registrar upon presentation and surrender of such Bond at the office of the Registrar. The City and the Registrar may treat the registered owner of any Bond as the absolute owner of such Bond for purposes of making payment thereon and for all other purposes. All payments on account of interest or principal made to the registered owner of any Bond shall be valid and effectual and shall be a discharge of the City and the Registrar in respect of the liability upon the Bonds or claims for interest to the extent of the sum or sums so paid.

Section 8. The net sale proceeds of the Bonds, along with any necessary funds of the City on hand, shall be applied to pay costs of the Project and to the redemption of the Refunded Bonds on the Redemption Date. Application of proceeds and other funds of the City may be applied pursuant to an Escrow Agreement as approved by an Authorized Officer, as described in Section 2(b) hereof, to the extent necessary. Accrued

interest received from the sale of the Bonds, if any, shall be applied to pay interest first falling due on the Bonds. Expenses of issuance of the Bonds may be paid from the proceeds of the Bonds.

Section 9. After the Bonds are executed by the City they shall be delivered to the Registrar for authentication and registration as to ownership, and in the denominations designated in writing by the initial purchaser thereof hereinafter identified. After execution, authentication and registration of the Bonds, the City Treasurer is authorized and directed to deliver them to the Underwriter upon receipt of the purchase price of the Bonds as set forth in the Purchase Agreement described herein.

Section 10. For the prompt payment of the Bonds, both principal and interest as the same fall due, the City hereby pledges all receipts now or hereafter received by the City from the State of Nebraska Highway Allocation Fund (the “**Fund**”), as described and referred to in Section 66-4,101, Reissue Revised Statutes of Nebraska, as amended. The pledge provided for in this section for the Bonds provides, however, that such pledge shall not prevent the City from otherwise applying receipts from the Fund in any year so long as sufficient receipts from the Fund have been set aside for the payment of principal and interest falling due in such year on the Bonds. In addition, the City further reserves the right to issue additional highway allocation fund pledge bonds payable on a parity with the Bonds and equally and ratably secured by a pledge of receipts from the Fund. The City hereby further agrees that it shall levy ad valorem taxes upon all the taxable property in the City at such rate or rates within any applicable statutory and constitutional limitations as will provide funds which, together with receipts from the Fund, as pledged to the payment of the Bonds, and any other monies made available and used for such purpose, will be sufficient to pay the principal of and interest on the Bonds as the same fall due (including mandatory sinking fund redemptions).

Section 11. The Clerk shall make and certify one or more complete transcripts of the proceedings had and done by the City precedent to the issuance of said Bonds, a copy of which transcript shall be delivered to the initial purchaser of the Bonds. After being executed by the Mayor and Clerk, said Bonds shall be delivered to the Underwriter.

Section 12. The City hereby covenants and agrees that it will make no use of the proceeds of the Bonds which would cause the Bonds to be arbitrage bonds within the meaning of Sections 103(b)(2) and 148 of the Internal Revenue Code of 1986, as amended (the “**Code**”) and further covenants to comply with said Sections 103(b)(2) and 148 and all applicable regulations thereunder throughout the term of said issue, including all requirements with respect to payment and reporting of rebates, if applicable. The City hereby covenants to take all action necessary to preserve the tax-exempt status of the interest on the Bonds for federal income tax purposes under the Code with respect to taxpayers generally. The City further agrees that it will not take any actions which would cause the Bonds to constitute “private activity bonds” within the meaning of Section 141 of the Code. The City hereby designates the Bonds as its “qualified tax-exempt obligations” pursuant to Section 265(b)(3)(B)(i)(III) of the Code and covenants and warrants that it does not reasonably expect to issue bonds or other obligations aggregating in principal amount more than \$10,000,000 during the calendar year or years in which the Bonds are issued (taking into consideration the exception for current refunding issues). The Authorized Officers, or each individually, are hereby authorized to make, or cause to be made, any and all certifications deemed necessary in connection with the designation of the Bonds as “qualified tax-exempt obligations”, including “deemed designating” the Bonds.

Section 13. The Authorized Officers of the City (or any one of them) are hereby authorized to execute a bond purchase agreement (the “**Purchase Agreement**”) for the sale of the Bonds to the Underwriter, in a form approved by such Authorized Officer(s). Sale of the Bonds to the Underwriter pursuant to the Purchase Agreement is hereby in all respects authorized, adopted, specified, accepted, ratified, approved, and confirmed.

Section 14. The City hereby (1) authorizes and directs that an Authorized Officer execute and deliver, as of date of issue of the Bonds, a Continuing Disclosure Undertaking (the “**Undertaking**”) in such form as shall be satisfactory to bond counsel for the City, and (2) covenants and agrees that it will comply with and carry out all of the provisions of the Undertaking. Notwithstanding any other provision of this Ordinance, failure of the City to comply with the Undertaking shall not be considered an event of default hereunder; however, any Participating Underwriter (as such term is defined in the Undertaking) or any Beneficial Owner or any other owner of a Bond may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this section. For purposes of this section, “**Beneficial Owner**” means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

Section 15. The Authorized Officers or any one or more of them is authorized to approve, deem final and deliver a Preliminary Official Statement and a final Official Statement for and on behalf of the City, all in accordance with the requirements of Reg. Sec. 240.15c2-12 of the Securities and Exchange Commission.

Section 16. The City’s obligation under this Ordinance shall be fully discharged and satisfied as to the Bonds authorized and issued hereunder, and said Bonds shall no longer be deemed outstanding hereunder when payment of the principal of such Bonds plus interest thereon to the date of maturity or redemption thereof (a) shall have been made or caused to be made in accordance with the terms thereof; or (b) shall have been provided by depositing with the Registrar or in escrow with a national or state bank having trust powers, in trust solely for such payment (i) sufficient moneys to make such payment or (ii) direct general obligations of, or obligations the principal and interest of which are unconditionally guaranteed by, the United States of America or obligations of an agency of the United States of America (herein referred to as “**Government Obligations**”), in such amount and maturing as to principal and interest at such times, as will insure the availability of sufficient moneys to make such payment, and such Bonds shall cease to draw interest from the date of their redemption or maturity and, except for the purposes of such payment, shall no longer be entitled to the benefits of this Ordinance; provided that, with respect to any Bonds called or to be called for redemption prior to the stated maturity thereof, notice of redemption shall have been duly given. If moneys shall have been deposited in accordance with the terms hereof with the Registrar as escrow agent in trust for that purpose sufficient to pay the principal of such Bonds, together with all interest due thereon to the due date thereof or to the date fixed for the redemption thereof, as the case may be, all liability of the City for such payment shall forthwith cease, determine and be completely discharged, and such Bonds shall no longer be considered outstanding.

Section 17. Without in any way limiting the power, authority or discretion elsewhere herein granted or delegated, the Council hereby (a) authorizes and directs the Authorized Officers, the City Clerk, the City Attorney and all other officers, officials, employees and agents of the City to carry out or cause to be carried out, and to perform such obligations of the City and such other actions as they, or any of them, in consultation with bond counsel, the initial purchaser of the bonds and its counsel, shall consider necessary, advisable, desirable or appropriate in connection with this Ordinance and issuance, sale and delivery of the Bonds, including without limitation and whenever appropriate the execution and delivery thereof and of all other related documents, instruments, certifications and opinions, and (b) delegates, authorizes and directs the Mayor the right, power and authority to exercise his own independent judgment and absolute discretion in (i) determining and finalizing the terms, provisions, form and contents of any official statement utilized in offering the Bonds for sale to the public, (ii) determining and finalizing all other terms and provisions to be carried by the Bonds not specifically set forth in this Ordinance, and (iii) the taking of all actions and the making of all arrangements necessary, proper, appropriate, advisable or desirable in order to effectuate the issuance, sale and delivery of the Bonds. The execution and delivery by the Mayor or by any such other officers, officials, employees or agents of the City of any such documents, instruments, certifications and

opinions, or the doing by them of any act in connection with any of the matters which are the subject of this Ordinance, shall constitute conclusive evidence of both the City's and their approval of the terms, provisions and contents thereof and all changes, modifications, amendments, revisions and alterations made therein and shall conclusively establish their absolute, unconditional and irrevocable authority with respect thereto from the City and the authorization, approval and ratification by the City of the documents, instruments, certifications and opinions so executed and the actions so taken.

Section 18. If any one or more of the provisions of this Ordinance should be determined by a court of competent jurisdiction to be contrary to law, then such provisions shall be deemed severable from the remaining provisions of this Ordinance and the invalidity thereof shall in no way affect the validity of the other provisions of this Ordinance or of the Bonds and the owners of the Bonds shall retain all the rights and benefits accorded to them under this Ordinance and under any applicable provisions of law. All ordinances, resolutions or orders, or parts thereof in conflict with the provisions of this Ordinance are to be extent of such conflict hereby repealed.

Section 19. This Ordinance shall be in full force and effect from and after its passage and publication in pamphlet form as provided by law.

PASSED AND APPROVED: November 13, 2017.

CITY OF BELLEVUE, NEBRASKA

ATTEST:

By: _____
Mayor

By: _____
Clerk

[S E A L]

CITY OF BELLEVUE, NEBRASKA
 AGENDA ITEM COVER SHEET

9d
 11-13-17

COUNCIL MEETING DATE:	11/13/2017	AGENDA ITEM TYPE:	
SUBMITTED BY: -Michael Rogers, Gilmore & Bell, P.C. (Issuer's Bond Counsel) -Cody Wickham, D.A. Davidson (Underwriter) -Finance Director		SPECIAL PRESENTATION	<input type="checkbox"/>
		LIQUOR LISCENSE	<input type="checkbox"/>
		ORDINANCE	<input checked="" type="checkbox"/>
		PUBLIC HEARING	<input type="checkbox"/>
		RESOLUTION	<input type="checkbox"/>
		CURRENT BUSINESS	<input type="checkbox"/>
		OTHER (SEE CLERK)	<input type="checkbox"/>

SUBJECT:

Issuance of Public Safety Tax Anticipation Refunding Bonds in an amount not to exceed \$2,030,000.

SYNOPSIS:

The City of Bellevue will issue up to \$2,030,000 of bonds to refinance \$2,030,000 of refunded 2012 Public Safety Tax Anticipation Bonds to obtain better interest rates.

FISCAL IMPACT:

Positive effect on cash flow due to lower interest rates.

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

Empty box for explanation of budgeted item or grant/matching funds.

PROJECT NAME, CALENDAR AND CODING:

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

RECOMMENDATION:

Suspend the statutory rule requiring reading on three different days and, after the public hearing is held at this meeting, approve Ordinance _____, authorizing and providing for issuance of public safety tax anticipation refunding bonds, series 2017, in an amount not to exceed \$2,030,000.00.

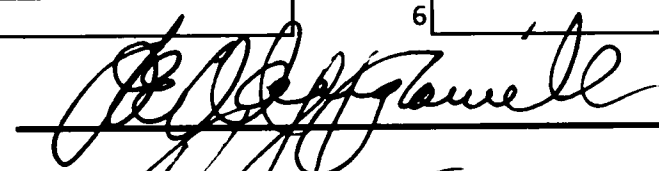
BACKGROUND:

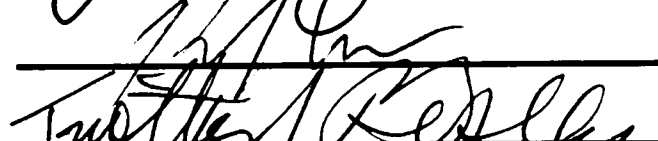
This bond also refinances the refunding of the 2012 public safety tax anticipation bonds which saves the city interest costs.

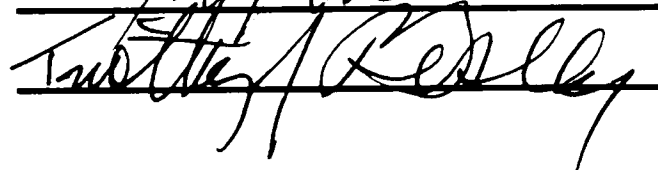
ATTACHMENTS:

1	Ordinance	4	
2		5	
3		6	

SIGNATURES:

ADMINISTRATOR APPROVAL: 

FINANCE APPROVAL: 

LEGAL APPROVAL: 

ORDINANCE NO. 3891

AN ORDINANCE AUTHORIZING THE ISSUANCE OF PUBLIC SAFETY DEPARTMENT TAX ANTICIPATION REFUNDING BONDS, SERIES 2017 OF THE CITY OF BELLEVUE, NEBRASKA, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED TWO MILLION THIRTY THOUSAND DOLLARS (\$2,030,000) TO (A) PROVIDE FOR THE PAYMENT AND REDEMPTION OF CERTAIN PUBLIC SAFETY DEPARTMENT TAX ANTICIPATION BONDS OF THE CITY OF BELLEVUE, NEBRASKA; PRESCRIBING THE FORM OF SUCH BONDS TO BE ISSUED AND AUTHORIZING OFFICERS OF THE CITY TO APPROVE CERTAIN FINAL TERMS OF THE BONDS; PROVIDING FOR THE LEVY OF TAXES TO PAY THE INTEREST ON AND PRINCIPAL OF SUCH BONDS; AND PROVIDING FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND RELATED MATTERS

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

Section 1. The Mayor and Council (the “**Council**”) of the City of Bellevue, Nebraska (the “**City**”) hereby find and determine as follows:

(a) The City has previously issued and there are now outstanding and unpaid Public Safety Department Tax Anticipation Bonds, Series 2012, in the principal amount of \$2,030,000, dated July 9, 2012 (the “**Refunded Bonds**”), and bearing interest and maturing as follows:

<u>Amount</u>	<u>Maturity (June 15)</u>	<u>Interest Rate</u>
\$100,000	2018	1.250%
120,000	2019	1.500
120,000	2020	1.800
125,000	2021	2.050
125,000	2022	2.250
125,000	2023	2.450
130,000	2024	2.650
135,000	2025	2.850
140,000	2026	3.050
150,000	2027	3.150
760,000	2032*	3.650

*Term Bond

such bonds being part of an issue of \$2,210,000 principal amount of Public Safety Department Tax Anticipation Bonds, Series 2012 issued pursuant to Ordinance No. 3674 duly passed by the Council and approved by the Mayor on June 11, 2012, bonds maturing on or after June 15, 2018, being redeemable at the option of the City at any time on or after July 9, 2017, at a redemption price equal to the principal amount thereof plus accrued interest to the date fixed for redemption.

(b) All of the Refunded Bonds remain unpaid and are a legal liability against the City, provision for the payment of which may be made by the lawful issuance and sale of refunding bonds of the City pursuant to Sections 18-1201, 18-1202 and 10-142, Reissue Revised Statutes of Nebraska, as amended.

(c) Since the issuance of the Refunded Bonds, the rates of interest available in the markets have declined so that the City can effect a savings in interest costs by providing for payment and redemption of all or part of the Refunded Bonds, as determined by the Mayor in accordance with the provisions of this Ordinance, through the issuance of refunding bonds of the City.

(d) By making provision for the redemption and payment of the Refunded Bonds through the issuance of refunding bonds, a savings in the amount of annual debt service on the Refunded Bonds would be made by the City.

(e) The City has authorized calling the Refunded Bonds for payment and redemption in accordance with law and the ordinance authorizing the Refunded Bonds, on a date to be determined as provided for herein (the **"Redemption Date"**).

(f) All bond sinking fund money of the City in existence with respect to the Refunded Bonds has been or will be used to pay principal and interest maturing, accruing and falling due on the Refunded Bonds on or before the Redemption Date, all of such sinking fund money being hereby appropriated and set aside for such purpose, it being found hereby that no sinking fund money is presently in existence to pay the principal of or interest on the Refunded Bonds being called for redemption on the Redemption Date, and that the City has no other funds accumulated for the payment thereof.

(g) The taxable valuation of all taxable property within the City for the fiscal year ending September 30, 2018 is \$2,985,416,584; that in addition to the Refunded Bonds the City has outstanding its Public Safety Department Tax Anticipation Refunding Bonds, 2016 Series, Public Safety Department Tax Anticipation Bonds, Series 2014, and Public Safety Department Tax Anticipation Bonds, Series 2013 (collectively, the **"Outstanding Bonds"**); and that debt service on the Bonds authorized herein and the Outstanding Bonds shall not exceed five cents on each one hundred dollars of taxable property within the City for the fiscal year ending September 30, 2018.

(h) All conditions, acts and things required by law to exist or to be done precedent to and in the issuance of Public Safety Department Tax Anticipation Refunding Bonds of the City (the **"Bonds"**) in the principal amount of not to exceed \$2,030,000 do exist and have been done and performed as required or provided by law.

Section 2. (a) To provide funds for the purpose of paying a portion of the costs of the Project and refinancing the Refunded Bonds, all as set out in **Section 1** hereof, there shall be and there are hereby ordered issued the Bonds, in one or more series, in the aggregate stated principal amount of not to exceed \$2,030,000. The Bonds or any portion thereof are hereby authorized to be sold pursuant to a negotiated sale with D.A. Davidson & Co., as initial purchaser (the **"Underwriter"**). In connection with such sale, the Mayor, City Administrator or Finance Director (each, an **"Authorized Officer"**) are hereby authorized to specify, determine, designate, establish and appoint, as the case may be, in one or more written designations which may be included in a bond purchase agreement (each, a **"Designation"**), (i) the aggregate purchase price of the Bonds (including any original issue discount or premium) and the underwriting discount which shall not exceed 0.90% of the aggregate stated principal amount thereof, (ii) the form and contents of any bond purchase agreement in connection with such sale, (iii) the title (including series designation), dated date (which shall not be later than December 29, 2017), aggregate principal amount (including the aggregate principal amounts of serial Bonds and term Bonds, if any), which aggregate stated principal amount shall not exceed \$2,030,000, and the final maturity date, which shall not be later than December 15, 2032, (iv) the principal amounts

maturing in each year, (v) the rate or rates of interest to be borne by each principal maturity, provided that present value savings results from refunding the Refunded Bonds, (vi) the principal payment dates and interest payment dates, (vii) whether the Bonds will be subject to redemption prior to their stated maturity, and if subject to such optional redemption, the provisions governing such redemption, including a redemption price not to exceed 104% of the principal amount then being redeemed plus accrued interest to the date of redemption, (viii) the amount and due date of each sinking fund installment for any of the Bonds issued as term Bonds, (ix) the designation of the Bond Registrar and Paying Agent (defined herein) and the form and content of any agreement between the City and such entity and (x) all other terms and provisions of the Bonds not otherwise specified or fixed by this Ordinance.

(b) The Authorized Officers, or each individually, are hereby authorized to call any or all of the Refunded Bonds for redemption on such date he or she determines appropriate, which date shall be the Redemption Date hereunder. The Authorized Officers, or each individually, are hereby authorized to designate, approve, execute and deliver, as the case may be (i) the form, content, terms and provisions of any published and/or mailed notice of redemption with respect to the payment and redemption of the Refunded Bonds, (ii) an Escrow Agent, (iii) the form, content, terms and provisions of an Escrow Agreement with the Escrow Agent for the purpose of providing for the deposit in trust with the Escrow Agent a portion of the net proceeds of the Bonds, the investment of such net proceeds pending their application, the application of such proceeds and any investment income to the payment of all of the principal of and interest on the Refunded Bonds maturing on or before the Redemption Date and the application of the balance of such proceeds and any investment income thereof to the redemption and retirement of the Refunded Bonds on the Redemption Date.

Section 3. Interest on the Bonds at the respective rates for each maturity is payable semiannually on dates to be determined in the Designation (each of such dates an “**Interest Payment Date**”) from the Date of Original Issue or the most recent Interest Payment Date, whichever is later, until maturity or earlier redemption by check or draft mailed by the Registrar or its successor on such Interest Payment Date to the registered owner of each Bond at such registered owner’s address as it appears on the Bond Register maintained by the Registrar or its successor at the close of business on the fifteenth day preceding such Interest Payment Date (the “**Record Date**”) subject to the provisions of the following paragraph. The principal on the Bonds and the interest due at maturity or upon redemption prior to maturity is payable in lawful money of the United States of America to the registered owners thereof upon presentation and surrender of such Bonds to the Registrar.

In the event that payments of interest due on the Bonds on an Interest Payment Date are not timely made, such interest shall cease to be payable to the registered owners as of the Record Date for such Interest Payment Date and shall be payable to the registered owners of the Bonds as of a special date of record for payment of such defaulted interest as shall be designated by the Registrar whenever moneys for the purpose of paying such defaulted interest become available.

If the date for payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the city where the office of the Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the nominal date of payment.

Section 4. Bonds shall be executed on behalf of the City by the manual or facsimile signatures of the Mayor and Clerk and shall have the City Seal impressed or imprinted on each Bond. In case any officer whose signature or a facsimile of whose signature shall appear on the Bonds and shall cease to be such officer before the delivery of the Bonds, such signature or facsimile shall nevertheless be valid and sufficient for all purposes,

the same as if he or she had remained in office until delivery. Notwithstanding such execution, no Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Ordinance unless and until a certificate of authentication on such Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Bonds need not be signed by the same representative. The executed certificate or authentication on each Bond shall be conclusive evidence that it has been authenticated and delivered under this Ordinance.

Section 5. The Bonds shall be in substantially the following form:

**UNITED STATES OF AMERICA
STATE OF NEBRASKA
COUNTY OF SARPY
CITY OF BELLEVUE
PUBLIC SAFETY DEPARTMENT TAX ANTICIPATION REFUNDING BONDS, SERIES 2017**

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Issue</u>	<u>CUSIP Number</u>
	_____, 20__	_____, 2017	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

The **CITY OF BELLEVUE, NEBRASKA** (the “**City**”), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner specified above or registered assigns, the Principal Amount stated above in lawful money of the United States of America on the Maturity Date specified above, with interest thereon, calculated on the basis of a 360-day year consisting of twelve 30-day months, from Date of Issue stated above at the Interest Rate per annum specified above, payable semiannually on _____ and _____ of each year, beginning _____, 20__ (each of such dates an “**Interest Payment Date**”) until maturity or earlier redemption.

The Principal Amount and the interest due at maturity or upon redemption prior to maturity is payable to the Registered Owner hereof in lawful money of the United States of America without deduction for services as paying agent at the office of the Bond Registrar and Paying Agent, _____ (the “**Registrar**”), upon presentation and surrender of this bond. Interest on this bond due prior to maturity or earlier redemption shall be paid by check or draft mailed by the Registrar on the date such interest is due and payable to the Registered Owner at such Registered Owner’s address as it appears on the registration books of the Registrar as of the close of business on the fifteenth day preceding an Interest Payment Date (the “**Record Date**”). Any interest not so timely paid shall cease to be payable to the person entitled thereto as of the Record Date such interest was payable, and shall be payable to the person who is the Registered Owner of this bond (or of one or more predecessor bonds hereto) on such special Record Date for payment of such defaulted interest as shall be fixed by the Registrar whenever money for such purpose become available. For the prompt payment of this bond, both principal and interest at the time the same becomes due, the full faith, credit, resources and taxing powers of the City are hereby pledged.

The bonds of the series of which this bond is one maturing on or prior to _____, 20__, shall not be subject to redemption prior to their stated maturities. The bonds of the series of which this bond is one maturing on and after _____, 20__ are subject to redemption at the option of the City prior to the stated maturities thereof at any time on and after the fifth anniversary of the Date of Issue, as a whole, or in part from time to time in such principal amounts and from such maturity or maturities as the City, in its sole

and absolute discretion, shall determine, and in the event that less than all the bonds of a maturity are to be called for redemption, the particular bonds of such maturity to be redeemed shall be selected by lot at the redemption price of the principal amount thereof, together with the interest accrued on such principal amount to the date fixed for redemption.

Bonds shall be redeemed in whole multiples of \$5,000 and if any bond be in a denomination in excess of \$5,000, portions of the principal amount thereof in installments of \$5,000 or any multiples thereof may be redeemed, and if less than all of the principal thereof is to be redeemed, in such case upon the surrender of such bond there shall be issued to the registered owner thereof without charge therefor, for the then unredeemed balance of the principal amount thereof, registered bonds of like series, maturity and interest rates in any of the authorized denominations provided by the Ordinance (hereinafter defined).

Notice of redemption of this bond shall be given to the Registered Owner hereof by first-class mail, postage prepaid, not less than thirty (30) days prior to the date fixed for redemption, all as more particularly set forth in the Ordinance (hereinafter defined). Notice of redemption having been given as provided in the Ordinance (hereinafter defined), or notice of redemption having been waived, and funds for the payment thereof having been deposited with the Registrar, this bond shall cease to bear interest from and after the date fixed for redemption.

This bond is one of a series of bonds numbered from 1 upwards, in order of their issuance, being in the denomination of \$5,000 and integral multiples thereof, of the total principal amount of _____ Thousand Dollars (\$ _____) all of like date and tenor except as to denomination, date of maturity, rate of interest and priority of redemption which have been issued by the City for the purpose of providing for the payment and redemption of Public Safety Department Tax Anticipation Bonds, Series 2012, date of original issue – July 9, 2012, all pursuant to Sections 18-1201, 18-1202, and 10-142 Reissue Revised Statutes of Nebraska, as amended. This bond and the series of which it is one, are issued under the authority of and in compliance with the laws of the State of Nebraska governing the City, and pursuant to Ordinance No. ____ of the City (the “**Ordinance**”) duly enacted and by proceedings duly had by the Mayor and Council.

This bond is transferable by the Registered Owner hereof in person or by such Registered Owner’s attorney duly authorized in writing, at the principal office of the Registrar but only in the manner and subject to the limitations and conditions provided in the Ordinance and upon presentation and surrender hereof to the Registrar for cancellation. Upon any such registration of transfer, the City shall execute and the Registrar shall authenticate and deliver in exchange for this bond, a new registered bond or bonds, registered in the name of the transferee, of authorized denominations, in an aggregate principal amount equal to the principal amount of this bond, of the same series and maturity and bearing interest at the same rate. The City and the Registrar may deem and treat the Registered Owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes.

If the date for payment of the principal of or interest on this bonds shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the city where the office of the Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the nominal date of payment.

The City has in the Ordinance designated such issue of bonds as “qualified tax-exempt obligations” pursuant to Section 265(b)(3)(B)(i) of the Internal Revenue Code of 1986, as amended.

IT IS HEREBY CERTIFIED AND WARRANTED that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this bond and the Refunded Bonds did exist, did happen and were done and performed in regular and due form and time as required by law. The City has agreed to make a special levy of taxes as permitted by Section 18-1201, Reissue Revised Statutes of Nebraska, as amended, of not more than five cents on each \$100 upon the taxable value of all the taxable property within the City, which tax shall be sufficient in rate and amount to fully pay the principal and interest of this bond, the other bonds of said issue and all other bonds of the City authorized and outstanding under the provisions of Section 18-1202, Reissue Revised Statutes of Nebraska, as amended, as the same become due (including mandatory redemptions of principal). The City agrees that said bonds shall be secured by such tax so assessed and levied and shall be payable only out of the funds derived from such tax.

This bond shall not be valid or become obligatory for any purpose until it shall have been authenticated by the execution by the Registrar of the Certificate of Authentication endorsed hereon.

IN WITNESS WHEREOF, the Mayor and Council have caused this bond to be executed on behalf of the City by the manual or facsimile signatures of its Mayor and Clerk and have caused the City Seal to be impressed or imprinted hereon, all as of the Date of Issue set forth above.

CITY OF BELLEVUE, NEBRASKA

ATTEST:

By: _____ (Facsimile Signature)
Mayor

By: _____ (Facsimile Signature)
Clerk

[S E A L]

**BOND REGISTRAR AND PAYING AGENT'S
CERTIFICATE OF AUTHENTICATION**

This Bond is one of the series of bonds described in the within-mentioned Ordinance.

_____, Bond
Registrar and Paying Agent

By: _____

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

Print or Type Name, Address and Social Security Number
or other Taxpayer Identification Number of Transferee

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ agent to transfer the within Bond on the books kept by the Paying Agent for the registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular.

Signature Guaranteed By:

(Name of Eligible Guarantor Institution as defined by SEC Rule 17 Ad-15 (17 CFR 240.17 Ad-15))

By: _____
Title: _____

Section 6. Each of the Bonds shall be executed on behalf of the City with the manual or facsimile signatures of the Mayor and Clerk. The Bonds shall be issued initially as “book-entry-only” bonds using the services of The Depository Trust Company (the “**Depository**”), with one typewritten bond per maturity being issued to the Depository. In such connection said officers are authorized to execute and deliver a letter of understanding and representation (the “**Representation Letter**”) in the form required by the Depository, for and on behalf of the City, which shall thereafter govern matters with respect to registration, transfer, payment and redemption of the Bonds. Upon the issuance of the Bonds as “book-entry-only” bonds, the following provisions shall apply:

(a) The City and the Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which the Depository holds Bonds as securities depository (each, a “**Bond Participant**”) or to any person who is an actual purchaser of a Bond from the Bond Participant while the Bonds are in book-entry form (each, a “**Beneficial Owner**”) with respect to the following:

(i) the accuracy of the records of the Depository, any nominees of the Depository or any Bond Participant with respect to any ownership interest in the Bonds,

(ii) the delivery to any Bond Participant, any Beneficial Owner or any other person, other than the Depository, of any notice with respect to the Bonds, including any notice of redemption, or

(iii) the payment to any Bond Participant, any Beneficial Owner or any other person, other than the Depository, of any amount with respect to the Bonds. The Registrar shall make payments with respect to the Bonds only to or upon the order of the Depository or its nominee, and all such payments shall be valid and effective fully to satisfy and discharge the obligations with respect to such Bonds to the extent of the sum or sums so paid. No person other than the Depository shall receive an authenticated Bond.

(b) Upon receipt by the Registrar of written notice from the Depository to the effect that the Depository is unable or unwilling to discharge its responsibilities, the Registrar shall issue, transfer and exchange Bonds requested by the Depository in appropriate amounts. Whenever the Depository requests the City and the Registrar to do so, the City and the Registrar will cooperate with the Depository in taking appropriate action after reasonable notice (i) to arrange, with the prior written consent of the City, for a substitute depository willing and able upon reasonable and customary terms to maintain custody of the Bonds or (ii) to make available Bonds registered in whatever name or names the Beneficial Owners transferring or exchanging such Bonds shall designate.

(c) If the City determines that it is desirable that certificates representing the Bonds be delivered to the Bond Participants and/or Beneficial Owners of the Bonds and so notifies the Registrar in writing, the Registrar shall so notify the Depository, whereupon the Depository will notify the Bond Participants of the availability through the Depository of certificates representing the Bonds. In such event, the City and the Registrar shall issue, transfer or exchange certificates representing the Bonds as requested by the Depository in appropriate amounts and in authorized denominations.

(d) Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of the Depository or any nominee thereof, all payments with respect to such Bond and all notices with respect to such Bond shall be made and given, respectively, to the Depository as provided in the Representation Letter.

(e) Registered ownership of the Bonds may be transferred on the books of registration maintained by the Registrar, and the Bonds may be delivered in physical form to the following:

(i) any successor securities depository or its nominee;

(ii) any persons, upon (A) the resignation of the Depository from its functions as depository or (B) termination of the use of the Depository pursuant to this **Section**.

(f) In the event of any partial redemption of a Bond unless and until such partially redeemed Bond has been replaced in accordance with the provisions of **Section 3(d)** of this Ordinance, the books and records of the Registrar shall govern and establish the principal amount of such Bond as is then outstanding and all of the Bonds issued to the Depository or its nominee shall contain a legend to such effect.

If for any reason the Depository resigns and is not replaced, the City shall immediately provide a supply of printed bond certificates for issuance upon the transfers from the Depository and subsequent transfer or in the event of partial redemption. In the event that such supply of certificates shall be insufficient to meet the requirements of the Registrar for issuance of replacement Bonds upon transfer or partial redemption, the City agrees to order printed an additional supply of certificates and to direct their execution by manual or facsimile signature of its then duly qualified and acting Mayor and Clerk. In case any officer whose signature or facsimile thereof shall appear on any Bond shall cease to be such officer before the delivery of such Bond (including any bond certificates delivered to the Registrar for issuance upon transfer), such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes the same as if such officer or

officers had remained in office until the delivery of such Bond. The Bonds shall not be valid and binding on the City until authenticated by the Registrar. The Bonds shall be delivered to the Registrar for registration and authentication. Upon execution, registration and authentication of the Bonds, they shall be delivered to the City Treasurer, who is authorized to deliver them to the Underwriter, the initial purchaser thereof, upon receipt of the full purchase price of the Bonds as set forth in the Purchase Agreement hereinafter approved. Such initial purchaser shall have the right to direct the registration of the Bonds and the denomination thereof within each maturity, subject to the restrictions of this Ordinance.

Section 7. The Authorized Officers, or any one or more of them, are hereby authorized to appoint a Bond Registrar and Paying Agent (the “**Registrar**”) for the Bonds, which Registrar may be a bank or trust company, or the City Treasurer. The Registrar shall keep the books for the registration and transfer of Bonds at its office. If the Registrar is a bank or trust company, the Registrar shall serve in such capacities under the terms of an agreement entitled “**Paying Agent and Registrar’s Agreement**” between the City and the Registrar, the form of which shall be approved by an Authorized Officer. The Mayor and Clerk are hereby authorized to execute said agreement. The names and registered addresses of the registered owner or owners of the Bonds shall at all times be recorded in such books. The transfer of any Bond may be registered upon the books kept for the registration and registration of transfer of Bonds upon presentation and surrender thereof to the Registrar together with an assignment duly executed by the registered owner or such registered owner’s attorney or legal representative in such form as shall be satisfactory to the Registrar. Upon any such registration of transfer, the City shall execute and the Registrar shall authenticate and deliver in exchange for such Bond, a new Bond or Bonds of any denomination or denominations authorized by this Ordinance of the same series and maturity and in the same aggregate principal amount and bearing interest at the same rate. Bonds may be exchanged at the principal office of the Registrar for a like aggregate principal amount of Bonds and the City shall execute and the Registrar shall authenticate and deliver Bonds which the owner making the exchange is entitled to receive, numbered consecutively beginning after the last number then outstanding and of the same maturity and bearing interest at the same rate as the Bonds surrendered for exchange. The Registrar may impose a charge sufficient to defray all costs and expenses incident to registrations of transfer and exchanges. In each case the Registrar shall require the payment by the owner requesting exchange or transfer of any tax or other governmental charge required to be paid with respect to such exchange or transfer.

The City and the Registrar shall not be required to transfer any Bond during any period from any Record Date until its immediately following Interest Payment Date or to transfer any Bond called for redemption for a period of 30 days next preceding the date fixed for redemption. The Registrar shall also be responsible for making the payments of principal and interest as the same fall due upon the Bonds from funds provided by the City for such purpose. Payments of interest due upon the Bonds prior to maturity or redemption shall be made by the Registrar by mailing a check in the amount due for such interest on each interest payment date to the registered owner of each Bond as of the close of business on the fifteenth day of the month immediately preceding the month in which interest on the Bonds is payable, addressed to such owner’s registered address as shown on the books of registration as required to be maintained under this **Section 7**. Payments of principal due at maturity or at any date fixed for redemption prior to maturity, together with any accrued interest then due, shall be made by the Registrar upon presentation and surrender of such Bond at the office of the Registrar. The City and the Registrar may treat the registered owner of any Bond as the absolute owner of such Bond for purposes of making payment thereon and for all other purposes. All payments on account of interest or principal made to the registered owner of any Bond shall be valid and effectual and shall be a discharge of the City and the Registrar in respect of the liability upon the Bonds or claims for interest to the extent of the sum or sums so paid.

Section 8. The net sale proceeds of the Bonds, along with any necessary funds of the City on hand, shall be applied to the redemption of the Refunded Bonds on the Redemption Date. Application of proceeds and other funds of the City may be applied pursuant to an Escrow Agreement as approved by an Authorized Officer, as described in Section 2(b) hereof, to the extent necessary. Accrued interest received from the

sale of the Bonds, if any, shall be applied to pay interest first falling due on the Bonds. Expenses of issuance of the Bonds may be paid from the proceeds of the Bonds.

Section 9. After the Bonds are executed by the City they shall be delivered to the Registrar for authentication and registration as to ownership, and in the denominations designated in writing by the initial purchaser thereof hereinafter identified. After execution, authentication and registration of the Bonds, the City Treasurer is authorized and directed to deliver them to the Underwriter upon receipt of the purchase price of the Bonds as set forth in the Purchase Agreement described herein.

Section 10. The City agrees that it shall, pursuant to Section 18-1201, Reissue Revised Statutes of Nebraska, as amended, levy a special tax so long as any of the Bonds and the Outstanding Bonds remain outstanding of not more than five cents upon each \$100 upon the taxable value of all the taxable property within the City. The City further agrees that in each calendar year in which payments of principal and interest fall due on the Bonds and the Outstanding Bonds (including mandatory sinking fund redemptions), such tax shall be levied and collected in an amount not less than 110% of the total amount of principal and interest payable on the Bonds and the Outstanding Bonds in such calendar year. Said Bonds shall be secured by such tax and shall be payable only out of the funds derived from such tax. On receipt of such taxes, the City Treasurer shall hold such tax in a separate fund for the purpose of paying or redeeming the Bonds and the Outstanding Bonds.

Section 11. The Clerk shall make and certify one or more complete transcripts of the proceedings had and done by the City precedent to the issuance of said Bonds, a copy of which transcript shall be delivered to the initial purchaser of the Bonds. After being executed by the Mayor and Clerk, said Bonds shall be delivered to the Underwriter.

Section 12. The City hereby covenants and agrees that it will make no use of the proceeds of the Bonds which would cause the Bonds to be arbitrage bonds within the meaning of Sections 103(b)(2) and 148 of the Internal Revenue Code of 1986, as amended (the “**Code**”) and further covenants to comply with said Sections 103(b)(2) and 148 and all applicable regulations thereunder throughout the term of said issue, including all requirements with respect to payment and reporting of rebates, if applicable. The City hereby covenants to take all action necessary to preserve the tax-exempt status of the interest on the Bonds for federal income tax purposes under the Code with respect to taxpayers generally. The City further agrees that it will not take any actions which would cause the Bonds to constitute “private activity bonds” within the meaning of Section 141 of the Code. The City hereby designates the Bonds as its “qualified tax-exempt obligations” pursuant to Section 265(b)(3)(B)(i)(III) of the Code and covenants and warrants that it does not reasonably expect to issue bonds or other obligations aggregating in principal amount more than \$10,000,000 during the calendar year or years in which the Bonds are issued (taking into consideration the exception for current refunding issues). The Authorized Officers, or each individually, are hereby authorized to make, or cause to be made, any and all certifications deemed necessary in connection with the designation of the Bonds as “qualified tax-exempt obligations”, including “deemed designating” the Bonds.

Section 13. The Authorized Officers of the City (or any one of them) are hereby authorized to execute a bond purchase agreement (the “**Purchase Agreement**”) for the sale of the Bonds to the Underwriter, in a form approved by such Authorized Officer(s). Sale of the Bonds to the Underwriter pursuant to the Purchase Agreement is hereby in all respects authorized, adopted, specified, accepted, ratified, approved, and confirmed.

Section 14. The City hereby (1) authorizes and directs that an Authorized Officer execute and deliver, as of date of issue of the Bonds, a Continuing Disclosure Undertaking (the “**Undertaking**”) in such form as shall be satisfactory to bond counsel for the City, and (2) covenants and agrees that it will comply with and carry out all of the provisions of the Undertaking. Notwithstanding any other provision of this Ordinance,

failure of the City to comply with the Undertaking shall not be considered an event of default hereunder; however, any Participating Underwriter (as such term is defined in the Undertaking) or any Beneficial Owner or any other owner of a Bond may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this section. For purposes of this section, “**Beneficial Owner**” means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

Section 15. The Authorized Officers or any one or more of them is authorized to approve, deem final and deliver a Preliminary Official Statement and a final Official Statement for and on behalf of the City, all in accordance with the requirements of Reg. Sec. 240.15c2-12 of the Securities and Exchange Commission.

Section 16. The City’s obligation under this Ordinance shall be fully discharged and satisfied as to the Bonds authorized and issued hereunder, and said Bonds shall no longer be deemed outstanding hereunder when payment of the principal of such Bonds plus interest thereon to the date of maturity or redemption thereof (a) shall have been made or caused to be made in accordance with the terms thereof; or (b) shall have been provided by depositing with the Registrar or in escrow with a national or state bank having trust powers, in trust solely for such payment (i) sufficient moneys to make such payment or (ii) direct general obligations of, or obligations the principal and interest of which are unconditionally guaranteed by, the United States of America or obligations of an agency of the United States of America (herein referred to as “**Government Obligations**”), in such amount and maturing as to principal and interest at such times, as will insure the availability of sufficient moneys to make such payment, and such Bonds shall cease to draw interest from the date of their redemption or maturity and, except for the purposes of such payment, shall no longer be entitled to the benefits of this Ordinance; provided that, with respect to any Bonds called or to be called for redemption prior to the stated maturity thereof, notice of redemption shall have been duly given. If moneys shall have been deposited in accordance with the terms hereof with the Registrar as escrow agent in trust for that purpose sufficient to pay the principal of such Bonds, together with all interest due thereon to the due date thereof or to the date fixed for the redemption thereof, as the case may be, all liability of the City for such payment shall forthwith cease, determine and be completely discharged, and such Bonds shall no longer be considered outstanding.

Section 17. Without in any way limiting the power, authority or discretion elsewhere herein granted or delegated, the Council hereby (a) authorizes and directs the Authorized Officers, the City Clerk, the City Attorney and all other officers, officials, employees and agents of the City to carry out or cause to be carried out, and to perform such obligations of the City and such other actions as they, or any of them, in consultation with bond counsel, the initial purchaser of the bonds and its counsel, shall consider necessary, advisable, desirable or appropriate in connection with this Ordinance and issuance, sale and delivery of the Bonds, including without limitation and whenever appropriate the execution and delivery thereof and of all other related documents, instruments, certifications and opinions, and (b) delegates, authorizes and directs the Mayor the right, power and authority to exercise his own independent judgment and absolute discretion in (i) determining and finalizing the terms, provisions, form and contents of any official statement utilized in offering the Bonds for sale to the public, (ii) determining and finalizing all other terms and provisions to be carried by the Bonds not specifically set forth in this Ordinance, and (iii) the taking of all actions and the making of all arrangements necessary, proper, appropriate, advisable or desirable in order to effectuate the issuance, sale and delivery of the Bonds. The execution and delivery by the Mayor or by any such other officers, officials, employees or agents of the City of any such documents, instruments, certifications and opinions, or the doing by them of any act in connection with any of the matters which are the subject of this Ordinance, shall constitute conclusive evidence of both the City’s and their approval of the terms, provisions and contents thereof and all changes, modifications, amendments, revisions and alterations made therein and shall conclusively establish their absolute, unconditional and irrevocable authority with respect thereto from

the City and the authorization, approval and ratification by the City of the documents, instruments, certifications and opinions so executed and the actions so taken.

Section 18. If any one or more of the provisions of this Ordinance should be determined by a court of competent jurisdiction to be contrary to law, then such provisions shall be deemed severable from the remaining provisions of this Ordinance and the invalidity thereof shall in no way affect the validity of the other provisions of this Ordinance or of the Bonds and the owners of the Bonds shall retain all the rights and benefits accorded to them under this Ordinance and under any applicable provisions of law. All ordinances, resolutions or orders, or parts thereof in conflict with the provisions of this Ordinance are to be extent of such conflict hereby repealed.

Section 19. This Ordinance shall be in full force and effect from and after its passage and publication in pamphlet form as provided by law.

PASSED AND APPROVED: November 13, 2017.

CITY OF BELLEVUE, NEBRASKA

ATTEST:

By: _____
Mayor

By: _____
Clerk

[S E A L]

CITY OF BELLEVUE, NEBRASKA
 AGENDA ITEM COVER SHEET

9e
 11-13-17

COUNCIL MEETING DATE:	11/13/2017	AGENDA ITEM TYPE:	
		SPECIAL PRESENTATION	<input type="checkbox"/>
SUBMITTED BY:		LIQUOR LISCENSE	<input type="checkbox"/>
-Michael Rogers, Gilmore & Bell, P.C. (Issuer's Bond Counsel) -Cody Wickham, D.A.Davidson (Underwriter) -Finance Director		ORDINANCE	<input checked="" type="checkbox"/>
		PUBLIC HEARING	<input type="checkbox"/>
		RESOLUTION	<input type="checkbox"/>
		CURRENT BUSINESS	<input type="checkbox"/>
		OTHER (SEE CLERK)	<input type="checkbox"/>

SUBJECT:
 Enter into a Lease-Purchase Transaction with a Trustee and Issuance of Certificates of Participation in an amount not to exceed \$5,000,000.

SYNOPSIS:
 The City of Bellevue will issue up to \$5,000,000 of bonds to reimburse the City for certain swimming pool additions and improvements and, City Hall renovations.

FISCAL IMPACT:
 Positive effect on cash flow due to reimbursement of costs associated with swimming pool and City Hall improvements.

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

Empty box for explanation of budgeted item or grant/matching funds.

PROJECT NAME, CALENDAR AND CODING:

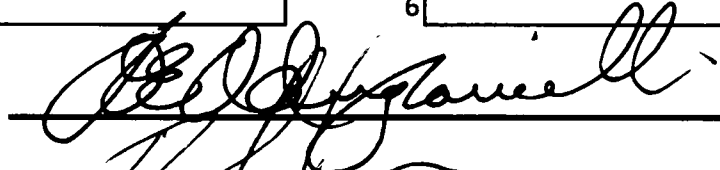

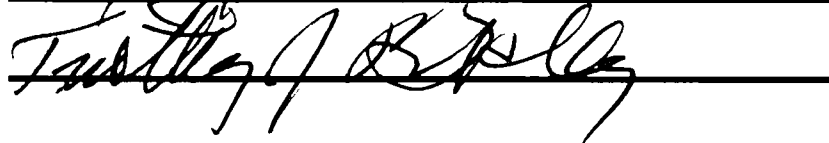
Requestor	Project Name: _____
	Expected Start Date: _____ Expected End Date: _____
	CIP Project Name: _____
	MAPA # and Name: _____
	Street District # and Name: _____
Finance	Distribution Code: _____ <small>[Fund-Dept-Project-Subproject-Funding Source-Cost Center]</small>
	GL Account #: _____ GL Account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

RECOMMENDATION:
 Suspend the statutory rule requiring reading on three different days and, after the public hearing is held at this meeting, approve Ordinance _____, authorizing and providing for issuance of certificates of participation in an amount not to exceed \$5,000,000.00 and the associated lease-purchase transaction.

BACKGROUND:
 During 2017, the city made swimming pool and City Hall improvements and paid the associated costs out of general funds. This bond reimburses the general fund of the City.

ATTACHMENTS:

1	Ordinance	4	
2		5	
3		6	

SIGNATURES:
 ADMINISTRATOR APPROVAL: 
 FINANCE APPROVAL: 
 LEGAL APPROVAL: 

ORDINANCE NO. 3892

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF BELLEVUE, NEBRASKA AUTHORIZING AND APPROVING A LEASE-PURCHASE TRANSACTION WITH BOKF, NATIONAL ASSOCIATION, (OR SUCH OTHER BANK OR TRUST COMPANY AS MAY BE DETERMINED) THE PROCEEDS OF WHICH WILL BE USED TO PAY THE COSTS TO ACQUIRE, RENOVATIONS AND ASSOCIATED FURNISHINGS AND EQUIPMENT FOR CITY HALL AND THE CITY'S SWIMMING POOLS AND RELATED FACILITIES AND EQUIPMENT FOR USE BY THE CITY; APPROVING THE ISSUANCE, SALE AND DELIVERY OF NOT TO EXCEED \$5,000,000 PRINCIPAL AMOUNT OF CERTIFICATES OF PARTICIPATION IN SUCH LEASE; FIXING IN PART AND PROVIDING FOR THE FIXING IN PART OF CERTAIN PROVISIONS OF THE LEASE AND RELATED DOCUMENTS; AND RELATED MATTERS.

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

Section 1. The Mayor and City Council ("**Council**") of The City of Bellevue, Nebraska (the "**City**") hereby finds and determines as follows:

(a) It is necessary, desirable, advisable and in the best interests of the City that the City acquire renovations and associated furnishings and equipment for City Hall and the City's swimming pools and related facilities and equipment for use by the City (collectively, the "**Project**").

(b) The City has carefully considered the options available to it with respect to financing the acquisition and construction of the Project.

(d) In order to facilitate the foregoing and to pay the cost thereof, it is necessary and desirable for the City to take the following actions:

1. Enter into a License and Easement (the "**License and Easement**") between the City, as grantor, and BOKF, National Association, Lincoln, Nebraska (or such other bank or trust company as may be determined by an Authorized Officer, the "**Trustee**"), as grantee, pursuant to which the City grants a license and easement with respect to the Real Property (as defined in the Lease) to the Trustee on the terms and conditions set forth therein, the form of which is presented herewith;

2. Enter into a Lease-Purchase Agreement (the "**Lease**") with the Trustee, pursuant to which the City, as lessee, will lease the Project from the Trustee, as lessor, with an option to purchase the Trustee's interest in the Project and pursuant to which the parties shall agree that the Project shall remain the personal property of the Trustee, the form of which is presented herewith;

3. Execute and deliver a Tax Compliance Agreement (the "**Tax Agreement**") pursuant to which the City makes certain representations and covenants related to the exclusion of the interest portions of basic rent under the Lease from gross income for purposes of federal income taxation, in a form as approved by an Authorized Officer (defined herein);

4. Approve a Declaration of Trust (the **“Declaration of Trust”**) by the Trustee, pursuant to which to Certificates of Participation, Series 2017 (the **“Certificates of Participation”**), evidencing proportionate interests of the owners thereof in basic rent payments to be made by the City under the Lease, will be executed and delivered, the form of which is presented herewith; and

5. Approve an Official Statement respecting the Certificates of Participation, to be in substantially the same form as the Preliminary Official Statement respecting the Certificates of Participation, in a form as approved by an Authorized Officer (the **“Preliminary Official Statement,”** and together, the **“Official Statement”**).

The License and Easement, the Lease and the Tax Agreement are referred to together herein as the **“City Documents.”**

Section 2. The City Documents and the Declaration of Trust are hereby approved in substantially the forms presented herewith or in such forms as approved by an Authorized Officer, with such changes therein as are approved by the Mayor, City Administrator or the Finance Director of the City (each, an **“Authorized Officer”**).

The Authorized Officers, or each individually, are hereby authorized and directed to determine (a) the principal amount of the Lease, which shall not exceed \$5,000,000 (b) the principal installments to be due thereunder, (c) the final maturity of the Lease, which shall not be later than December 15, 2032, (d) the rate of interest to be carried by each principal installment such that the true interest cost shall not exceed 3.75%, and (e) the prepayment provisions. The Authorized Officers, or each individually, are hereby authorized to make such changes, additions or deletions with respect to the Lease as may be in the best interests of the City prior to the signing thereof. An Authorized Officer’s execution of the City Documents will be conclusive evidence of such approval.

Each Authorized Officer is hereby authorized and directed to execute and deliver, or cause to be executed and delivered, the City Documents and to approve changes to the Declaration of Trust on behalf of and as the act and deed of the City. The City Clerk is hereby authorized to affix the City’s seal to the City Documents and attest such seal.

Section 3. The Preliminary Official Statement is hereby authorized and approved in substantially the form presented herewith, with such changes therein and additions thereto as may be deemed approved by an Authorized Officer. An Authorized Officer is further authorized to approve and deem final the preliminary Official Statement and final Official Statement and to distribute such documents to investors and the public.

Section 4. The Certificates shall be sold with a maximum underwriting discount of 0.95% of the stated principal amount of the Certificates to D.A. Davidson & Co., the underwriter thereof (the **“Underwriter”**) pursuant to a Certificate Purchase Agreement between the City and the Underwriter with respect to the Certificates. The Certificate Purchase Agreement, in the form presented herewith is hereby approved, adopted, ratified and affirmed together with such changes, additions, deletions or modifications as the Authorized Officers shall approve as being in the best interests of the City.

Section 5. Without in any way limiting the power, authority or discretion elsewhere herein granted or delegated, the City Council hereby (a) authorizes and directs the Authorized Officers (or each individually) and all other officers, officials, employees and agents of the City to carry out or cause to be carried out, and to perform such obligations of the City and such other actions as they, or any of them, in consultation with special tax counsel, the Lessor and its counsel and the Underwriter, shall consider

necessary, advisable, desirable or appropriate in connection with this Ordinance, including, without limitation, the execution and delivery of all related documents, instruments, certifications and opinions, and (b) delegates, authorizes and directs to the Authorized Officers, or each individually, the right, power and authority to exercise his or her independent judgment and absolute discretion in (1) determining and finalizing the terms and provisions of the Lease and the Certificates not specifically set forth in this Ordinance and (2) the taking of all actions and the making of all arrangements necessary, proper, appropriate, advisable or desirable in order to effectuate the execution and delivery of the City Documents and the issuance, sale and delivery of the Certificates. The execution and delivery by the Authorized Officers, or each individually, or by any such other officers, officials, employees or agents of the City of any such documents, instruments, certifications and opinions, or the doing by them of any act in connection with any of the matters that are the subject of this Ordinance, shall constitute conclusive evidence of both the City's and their approval of the terms, provisions and contents thereof and of all changes, modifications, amendments, revisions and alterations made therein and shall conclusively establish their absolute, unconditional and irrevocable authority with respect thereto from the City and the authorization, approval and ratification by the City of the documents, instruments, certifications and opinions so executed and the actions so taken.

All actions heretofore taken by the Authorized Officers and all other officers, officials, employees and agents of the City including, without limitation, the expenditure of funds and the selection, appointment and employment of special tax counsel, financial advisors, and other agents in connection with the execution and delivery of the City Documents and the issuance, sale and delivery of the Certificates, together with all other actions taken in connection with any of the matters that are the subject hereof, are in all respects hereby authorized, adopted, specified, accepted, ratified, approved and confirmed.

Section 6. The provisions of this Ordinance, of any supplemental ordinance, and of any resolutions or other proceedings providing for the execution and delivery of the City Documents and the sale of the Certificates and the terms and provisions thereof shall constitute a contract between the City, the Lessor and the registered owners of the Certificates, and the provisions thereof shall be enforceable by any owner of a Certificate for the equal benefit and protection of all such owners similarly situated, by mandamus, accounting, mandatory injunction or any other suit, action or proceeding at law or in equity that is presently or may hereafter be authorized under the laws of the State of Nebraska (the “State”) in any court of competent jurisdiction. Such contract is made under and is to be construed in accordance with the laws of the State.

After the execution and delivery of the City Documents, and the issuance, sale and delivery of the Certificates, this Ordinance and any supplemental ordinance shall not be subject to repeal, but shall be subject to modification or amendment only to the extent and in the manner provided for in this Ordinance.

Section 7. With the exception of rights or benefits herein expressly conferred, nothing expressed or mentioned in or to be implied from this Ordinance, the City Documents or the Certificates is intended or should be construed to confer upon or give to any person other than the City, the Trustee and the registered owners of the Certificates, any legal or equitable right, remedy or claim under or by reason of or in respect to this Ordinance or any covenant, condition, stipulation, promise, lease or provision herein contained. The Ordinance and all of the covenants, conditions, stipulations, promises, agreements and provisions hereof are intended to be and shall be for and inure to the sole and exclusive benefit of the City, the Lessor and the registered owners from time to time of the Certificates as herein and therein provided.

Section 8. No officer or employee of the City shall be individually or personally liable for the performance of any duties or obligations under the City Documents or the payment of the principal of or

interest on any Certificate. Nothing herein contained shall, however, relieve any such officer or employee from the performance of any duty provided or required by law.

Section 9. Whenever this Ordinance or the City Documents requires any action to be taken on a Saturday, Sunday or legal holiday, such action shall be taken on the first business day occurring thereafter. Whenever in this Ordinance or the City Documents the time within which any action is required to be taken or within which any right will lapse or expire shall terminate on a Saturday, Sunday or legal holiday, such time shall continue to run until midnight on the next succeeding business day.

Section 10. If any one or more of the covenants or agreements or portions thereof provided in this Ordinance on the part of the City to be performed should be determined by a court of competent jurisdiction to be contrary to law, then such covenant or covenants, or such lease or agreements, or such portions thereof, shall be deemed severable from the remaining covenants and agreements or portions thereof provided in this Ordinance and the invalidity thereof shall in no way affect the validity of the other provisions of this Ordinance or of the City Documents, but the Lessor and the registered owners of the Certificates shall retain all the rights and benefits afforded to them hereunder and under the City Documents or any applicable provisions of law.

If any provisions of this Ordinance shall be held or deemed to be or shall, in fact, be inoperative or unenforceable or invalid as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable or invalid in any other case or circumstance, or of rendering any other provision or provisions herein contained inoperative or unenforceable or invalid to any extent whatsoever.

Section 11. This Ordinance shall be construed and interpreted in accordance with the laws of the State. All suits and actions arising out of this Ordinance shall be instituted in a court of competent jurisdiction in the State except to the extent necessary for enforcement, by any trustee or receiver appointed by or pursuant to the provisions of this Ordinance, or remedies under this Ordinance.

Section 12. Any ordinance of the City, and any part of any ordinance or resolution, inconsistent with this Ordinance is hereby repealed to the extent of such inconsistency.

Section 13. This ordinance shall take effect and be in force from and after its passage and publication in pamphlet form as provided by law.

PASSED AND APPROVED: November 13, 2017.

CITY OF BELLEVUE, NEBRASKA

ATTEST:

By: _____
Mayor

By: _____
Clerk

[S E A L]

9e
The following are in
Draft form Only.

LICENSE AND EASEMENT

The City of Bellevue, in the State of Nebraska, (“Grantor”) hereby grants a license and easement to BOKF, National Association, Lincoln, Nebraska (“Grantee”) with respect to the following described tract of real estate located in Sarpy County, Nebraska:

[INSERT LEGAL DESCRIPTION]

for the acquisition of renovations and associated furnishings and equipment for City Hall and the City’s swimming pools and related facilities and equipment for use by the City (collectively, the “Project”). This license and easement shall include full access and use thereof by Grantee and its licensees and invitees and shall permit all actions necessary or incidental to the construction, operation and maintenance of the Project. All improvements and equipment upon said real estate financed from the proceeds of Grantee’s Certificates of Participation, Series 2017, and by one or more additional series of Grantee’s certificates of participation, are hereby acknowledged to be the separate personal property of the Grantee and shall not become a fixture or in any way a part of the real estate. Contemporaneously herewith, the Grantee and the Grantor will execute a Lease Purchase Agreement dated _____, 2017, (the “Lease Purchase Agreement”) whereby the Grantee, as trustee, leases to the Grantor and the Grantor leases from the Grantee the Project all in accordance therewith. The Lease Purchase Agreement includes in Article X thereof the option of the Grantor, upon payment of the specified purchase price, to purchase the Grantee’s interest in the Project. This license and easement shall continue from _____, 2017 until _____, 20____, or until such earlier time as the Lease Purchase Agreement terminates. The Grantor acknowledges the provisions in Section 9.01(b) of the Lease Purchase Agreement with respect to eminent domain and incorporates such provisions herein by this reference.

Grantor hereby covenants and warrants that it has full right, title and authority to grant the license and easement rights herein granted and further covenants and warrants that it will defend such rights in Grantee against the claims of all person whomsoever.

Executed as of this _____ day of _____, 2017.

THE CITY OF BELLEVUE,
IN THE STATE OF NEBRASKA

By: _____
Mayor

ATTEST:

City Clerk

STATE OF NEBRASKA)
)
COUNTY OF SARPY)

The foregoing instrument was acknowledged before me this ___ day of _____, 2017, by Rita Sanders, Mayor of the City of Bellevue, in the State of Nebraska.

(SEAL)

Notary Public

My Commission Expires: _____

LEASE PURCHASE AGREEMENT

between

**BOKF, NATIONAL ASSOCIATION,
Trustee**

and

THE CITY OF BELLEVUE, NEBRASKA

Dated as of _____, 2017

TABLE OF CONTENTS
LEASE PURCHASE AGREEMENT

PAGE

ARTICLE I

DEFINITIONS

Section 1.01.	Definitions	1
Section 1.02.	Rules of Construction	5
Section 1.03.	Execution of Counterparts	5
Section 1.04.	Severability	5
Section 1.05.	Governing Law	5

ARTICLE II

REPRESENTATIONS

Section 2.01.	Representations of the City	6
---------------	-----------------------------------	---

ARTICLE III

DEMISING OF THE PROPERTY; LEASE TERM

Section 3.01.	Lease of Project	7
Section 3.02.	Lease Term	7
Section 3.03.	Enjoyment of Project	7
Section 3.04.	Inspection	7

ARTICLE IV

RENT

Section 4.01.	Basic Rent	8
Section 4.02.	Supplemental Rent	8
Section 4.03.	Advances	8
Section 4.04.	Credit Against Basic Rent Payment Obligation	8
Section 4.05.	Net Lease	8
Section 4.05.	Obligations Unconditional	9
Section 4.07.	Compensation of the Trustee	9
Section 4.08.	Increased Basic Rent	9
Section 4.09.	Obligations Under the Declaration of Trust	9

ARTICLE V

**ACQUISITION, CONSTRUCTION AND INSTALLATION OF THE
PROJECT**

Section 5.01.	Acquisition, Construction and Installation.....	10
Section 5.02.	Payment for Construction of the Improvements and the Personal Property.....	11
Section 5.03.	Completion Date; Excess Funds	11
Section 5.04.	Warranties	11
Section 5.05.	DISCLAIMER OF WARRANTIES	12
Section 5.06.	Deficiency of Project Fund	12

ARTICLE VI

IMPOSITIONS

Section 6.01.	Impositions.....	12
Section 6.02.	Contest of Impositions	12

ARTICLE VII

INSURANCE; INDEMNITY

Section 7.01.	Insurance Required	13
Section 7.02.	Enforcement of Contract and Surety Bonds	14
Section 7.03.	Release and Indemnification.....	14

ARTICLE VIII

COVENANTS OF THE CITY

Section 8.01.	Maintenance and Modification of Project by the City	15
Section 8.02.	Tax Covenants.....	15
Section 8.03.	The City's Continuing Existence	15
Section 8.04.	Continuing Disclosure	15

ARTICLE IX

CASUALTY AND CONDEMNATION

Section 9.01.	Damage, Destruction and Condemnation	16
Section 9.02.	Insufficiency of Net Proceeds	17

ARTICLE X

OPTION TO PURCHASE; PARTIAL PREPAYMENT

Section 10.01.	Purchase Option.....	17
Section 10.02.	Partial Prepayment.....	17
Section 10.03.	Determination of Fair Rent and Purchase Price.....	17
Section 10.04.	Conveyance of Title	18

ARTICLE XI

ASSIGNMENT

Section 11.01. Assignment and Subleasing by the City18

ARTICLE XII

EVENTS OF DEFAULT

Section 12.01. Events of Default Defined18
Section 12.02. Remedies on Default.....19
Section 12.03. No Remedy Exclusive.....20

ARTICLE XIII

MISCELLANEOUS

Section 13.01. Notices20
Section 13.02. Easement and Leasehold 20
Section 13.03. Title to Personal Property20
Section 13.04. Security Interest20
Section 13.05. Binding Effect.....20
Section 13.06. Amendments, Changes and Modifications20
Section 13.07. Electronic Transactions.....21

Signatures S-1

Exhibit A-1 – Description of the Personal Property

Exhibit A-2 – Description of the Real Property

Exhibit B – Schedule of Basic Rent Payments

LEASE PURCHASE AGREEMENT

This **LEASE PURCHASE AGREEMENT** (the “**Lease**”), dated as of _____, 2017, is entered into between **BOKF, NATIONAL ASSOCIATION**, a national banking corporation organized and existing under the laws of the State of Nebraska, as Trustee (the “**Trustee**”), and **THE CITY OF BELLEVUE, NEBRASKA**, a city of the first class and political subdivision organized and existing under the laws of the State of Nebraska (the “**City**”).

(a) It is necessary, desirable, advisable and in the best interests of the City that the City acquire renovations and associated furnishings and equipment for City Hall and the City’s swimming pools and related facilities and equipment for use by the City (collectively, the “**Project**”).

WITNESSETH:

WHEREAS, the City and the Trustee have entered into a License and Easement, dated as of _____, 2017 (the “**License and Easement**”), pursuant to which the City has leased to the Trustee the real property described on **Exhibit A-2**, including any existing improvements thereon (the “**Real Property**”); and

WHEREAS, concurrently herewith the Trustee is entering into a Declaration of Trust (hereinafter defined) pursuant to which the Trustee will execute and deliver one or more series of Certificates (defined in the Declaration of Trust), the proceeds of which will be used to provide a portion of the funds to (a) pay the costs of (1) purchasing those items of personal property listed on **Exhibit A-1** attached hereto, together with all replacements, repairs and additions incorporated therein or affixed thereto (the “**Personal Property**”) pursuant to certain contracts, purchase orders or other written instruments and (2) acquiring renovations and associated furnishings and equipment for City Hall and the City’s swimming pools and related facilities and equipment for use by the City (the “**Improvements**”); the Personal Property, the Improvements and the Real Property are referred to collectively as the “**Project**”); and

WHEREAS, the Trustee desires to lease the Project to the City, all subject to the terms and conditions and for the purposes set forth in this Lease; and

WHEREAS, the City is authorized under the constitution and laws of the State of Nebraska to enter into this Lease for the purposes set forth herein,

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. Unless the context otherwise specifically requires or indicates to the contrary, the following terms as used in this Lease will have the following meanings:

“Additional Certificates” means the Additional Certificates as defined in the Declaration of Trust.

“Basic Rent” means the Basic Rent Payments comprised of a Principal Portion and an Interest Portion as set forth on **Exhibit B**, as **Exhibit B** may be revised as provided in **Section 3.09** of the Declaration of Trust and in **Section 4.08**.

“Basic Rent Payment” means a payment of Basic Rent.

“Basic Rent Payment Date” means each _____ and _____ during the Lease Term, commencing on _____, 20__.

“Business Day” means a day other than (a) a Saturday, Sunday or legal holiday, (b) a day on which banks located in any city in which the principal corporate trust office or designated payment office of the Trustee is located are required or authorized by law to remain closed, or (c) a day on which the Securities Depository or the New York Stock Exchange is closed.

“Certificates” means the Series 2017 Certificates and any Additional Certificates.

“City” means The City of Bellevue, Nebraska, a city of the first class duly created, organized and existing under and by virtue of the laws of the State of Nebraska, and its successors.

“Code” means the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder.

“Completion Certificate” means the certificate of the City given in accordance with **Section 5.03**.

“Completion Date” means the date of completion of the Project as that date will be certified as provided in **Section 5.03**.

“Construction Agreement” means one of any agreements between the City and various parties, if any, providing for the acquisition, construction and installation of various portions of the Improvements.

“Contract” means one of any agreements between the City and various parties, if any, providing for the acquisition and installation of various portions of the Personal Property.

“Costs of Issuance” means all items of expense directly or indirectly payable by or reimbursable to the City and related to the authorization, execution, sale and delivery of the Certificates, including advertising and printing costs, costs of preparation and reproduction of documents, filing and recording fees, initial fees and charges of the Trustee, legal fees of parties to the transaction and all other initial fees and disbursements contemplated by this Lease and the Declaration of Trust.

“Costs of the Project” means all reasonable or necessary expenses related or incidental to the acquisition, construction and installation of the Improvements and the Personal Property, including the expenses of studies, surveys, title policies, architectural and engineering services, legal and other special services and all other necessary and incidental expenses, including interest on the Certificates to the Completion Date. Costs of the Project include Costs of Issuance.

“Dated Date” means the date the Series 2017 Certificates are delivered to the Original Purchaser.

“Declaration of Trust” means the Declaration of Trust, dated as of _____, 2017, made by the Trustee, as the same may from time to time be amended or supplemented in accordance with its terms.

“Disclosure Undertaking” means the Continuing Disclosure Undertaking executed and delivered by the City in connection with the execution and delivery of a series of Certificates, as from time to time amended.

“Engineer” means the Director of Public Works of Bellevue, Nebraska, or any other engineer or architect hired by the City with respect to the Improvements.

“Event of Default” means an Event of Default as described in **Section 12.01**.

“Fiscal Year” means the fiscal year of the City, currently the twelve-month period beginning October 1 and ending on September 30.

“Funds” means the Funds as defined in the Declaration of Trust.

“Improvements” means the acquisition of renovations and associated furnishings and equipment for City Hall and the City’s swimming pools and related facilities and equipment for use by the City.

“Government Obligations” means (a) direct noncallable obligations of the United States of America and obligations the timely payment of principal and interest on which is fully and unconditionally guaranteed by the United States of America, and (b) trust receipts or certificates evidencing participation or other direct ownership interests in principal or interest payments to be made upon obligations described in clause (a) above that are held in a custody or trust account free and clear of all claims of persons other than the holders of such trust receipts or certificates, and (c) obligations that are noncallable or for which the call date has been irrevocably determined having an investment rating in the highest rating category of either Moody’s or S&P as a result of the advance refunding of such obligations by the deposit of direct noncallable obligations of the United States of America in a trust or escrow account segregated and exclusively set aside for the payment of such obligations and that mature as to principal and interest in such amounts and at such times as will insure the availability of sufficient moneys to timely pay such principal and interest.

“Interest Portion” means the portion of each Basic Rent Payment that represents the payment of interest as set forth on **Exhibit B**.

“Lease” means this Lease Purchase Agreement, dated as of _____, 2017, between the Trustee, as lessor, and the City, as lessee, as amended and supplemented from time to time in accordance with its terms.

“Lease Revenue Fund” means the Lease Revenue Fund as defined in the Declaration of Trust.

“Lease Term” means the term of this Lease beginning date of the Dated Date and ending on _____, 20__ , unless earlier terminated in accordance with the provisions hereof.

“License and Easement” means the License and Easement, dated as of _____, 2017, between the City, as grantor, and the Trustee, as grantee.

“Moody’s” means Moody’s Investors Service, Inc., and its successors and assigns, and, if that firm will be dissolved or liquidated or no longer performs the functions of a securities rating service,

“Moody’s” will be deemed to refer to any other nationally recognized securities rating service designated by the City, with notice to the Trustee.

“**Net Proceeds**” means the amount remaining from the gross proceeds of any insurance claim, condemnation award or sale under threat of condemnation after deducting all reasonable expenses, including attorneys’ fees, incurred in the collection thereof.

“**Opinion of Counsel**” means a written opinion of counsel who is acceptable to the Trustee. The counsel may be an employee of or counsel to the City.

“**Original Purchaser**” means D.A. Davidson & Co.

“**Outstanding**” means Outstanding as defined in the Declaration of Trust.

“**Personal Property**” means those items of personal property listed on **Exhibit A-1** attached hereto, together with all replacements, repairs and additions incorporated therein or affixed thereto pursuant to certain contracts, purchase orders or other written instruments.

“**Principal Portion**” means the principal portion of the Basic Rent Payments as set forth in **Exhibit B**.

“**Project**” means the Real Property, the Improvements and the Personal Property.

“**Project Fund**” means the Project Fund as defined in the Declaration of Trust.

“**Purchase Price**” means the amount designated as such in **Article X** that the City may pay to the Trustee to purchase the Trustee’s interest in the Project.

“**Real Property**” means the real property described on **Exhibit A-2**.

“**Rent**” means, collectively, Basic Rent and Supplemental Rent.

“**Rent Payment**” means a payment of Rent.

“**Series 2017 Certificates**” means the Series 2017 Certificates as defined in the Declaration of Trust.

“**Special Tax Counsel**” means Gilmore & Bell, P.C., or any other attorney or firm of attorneys of nationally recognized standing in matters pertaining to the federal tax exemption of interest on bonds or other obligations issued by states and political subdivisions duly admitted to the practice of law before the highest court of any state of the United States of America.

“**State**” means the State of Nebraska.

“**Supplemental Declaration of Trust**” means any amendment or supplement to the Declaration of Trust entered pursuant to **Article VIII** of the Declaration of Trust.

“**Supplemental Lease**” means any amendment or supplement to this Lease entered pursuant to **Section 13.06**.

“**Supplemental Rent**” means all amounts due hereunder other than Basic Rent.

“Supplemental Rent Payment” means a payment of Supplemental Rent.

“Tax Agreement” means the Tax Compliance Agreement between the City and the Trustee in connection with the execution and delivery with each series of Certificates.

“Trustee” means the party acting as Trustee under the Declaration of Trust.

Section 1.02. Rules of Construction. Words of the masculine gender will be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context will otherwise indicate, the words importing the singular number will include the plural and vice versa, and words importing person will include firms, associations and corporations, including public bodies, as well as natural persons.

The words “herein,” “hereby,” “hereunder,” “hereof,” “hereto,” “hereinbefore,” “hereinafter” and other equivalent words refer to this Lease and not solely to the particular article, section, paragraph or subparagraph hereof in which such word is used.

Reference herein to a particular article, section, exhibit, schedule or appendix will be construed to be a reference to the specified article or section hereof or exhibit, schedule or appendix hereto unless the context or use clearly indicates another or different meaning or intent.

Whenever an item or items are listed after the words “including,” such listing is not intended to be a listing that excludes items not listed.

The section and article headings herein are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions hereof.

Section 1.03. Execution of Counterparts. This Lease may be executed simultaneously in two or more counterparts, each of which will be deemed to be an original, and all of which together will constitute but one and the same instrument.

Section 1.04. Severability. If any provision of this Lease is held or deemed to be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances will not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever.

The invalidity of any one or more phrases, sentences, clauses or sections in this Lease contained will not affect the remaining portions of this Lease, or any part thereof.

Section 1.05. Governing Law. This Lease will be governed by and construed in accordance with the laws of the State.

ARTICLE II

REPRESENTATIONS

Section 2.01. Representations of the City. The City represents and warrants, as of the date of delivery hereof, as follows:

(a) The City is a city of the first class duly created, organized and existing under and by virtue of the constitution and laws of the State with full power and authority to enter into the License and Easement and this Lease and the transaction contemplated thereby and hereby and to perform all of its obligations thereunder and hereunder.

(b) The City has full power and authority to enter into the transactions contemplated by the License and Easement and this Lease and has been duly authorized to execute and deliver the License and Easement and this Lease by proper action by its governing body. The License and Easement and this Lease are valid, legal and binding obligations of the City enforceable in accordance with their terms except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws and equitable principles affecting creditor's rights generally. The City is authorized by Section 19-2421, Reissue Revised Statutes of Nebraska, as amended, to enter into contracts for the purchase of real or personal property, which contracts need not be restricted to a single year and may provide for the purchase of such property in installment payments to be made over more than one fiscal year.

(c) The lease of the Project by the Trustee to the City, as provided in this Lease, is necessary, desirable, advisable, in the public interest and consistent with the permissible scope of the City's authority. The City hereby declares its current need for the Project and its current expectation that it will continue to need and use the Project throughout the Lease Term.

(d) The City's financial statements that have been used in connection with any offering of the Certificates present fairly, in accordance with generally accepted accounting principles and applicable regulations consistently applied throughout the periods involved, the financial position of the City as at their respective dates and the revenues and expenses and changes in fund balances for the periods covered thereby.

(e) Neither the execution and delivery of the License and Easement or this Lease, nor the fulfillment of or compliance with the terms and conditions thereof or hereof, nor the consummation of the transactions contemplated thereby or hereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the City is a party or by which the City is bound.

(f) There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal challenging the validity of the proceedings of the governing body of the City authorizing the License and Easement and this Lease or the power or authority of the City to enter into this Lease or the License and Easement or the validity or enforceability of this Lease or the License and Easement or that, if adversely determined, would adversely affect the transactions contemplated by this Lease or the License and Easement or the interest of the Trustee under this Lease or the License and Easement.

(g) The City has not made, done, executed or suffered, and warrants that it will not make, do, execute or suffer, any act or thing whereby the City's interests in any property now or hereafter included in the Project will be or may be impaired, changed or encumbered in any manner whatsoever, except as contemplated by the License and Easement and this Lease.

(h) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists.

(i) Upon completion, the Project will be structurally sound and in compliance with all applicable building and design codes and the City's requirements.

(j) The City has complied or will comply with any public bidding requirements that may be applicable to this Lease and the acquisition, construction and installation of the Project.

(k) The Basic Rent Payments, together with any additional rent payable hereunder, do not exceed any limitation imposed by law, and the rental payments are not such as may reasonably be expected to require to City to levy taxes in excess of any levy or budget limitation. The City further covenants and agrees that throughout the term of the Lease that it will observe all budget and spending limitations now or hereafter imposed by law in such a manner that a sufficient portion of the City's tax levy or other money shall be lawfully available to make such Basic Rent Payments and any additional rent due hereunder.

ARTICLE III

DEMISING OF THE PROPERTY; LEASE TERM

Section 3.01. Lease of Project. The Trustee hereby demises, leases, subleases and lets to the City, and the City rents, leases, subleases and hires from the Trustee, the Project in accordance with this Lease for the Lease Term.

Section 3.02. Lease Term. The term of this Lease begins on the Dated Date and ends on _____, 20__, unless earlier terminated in accordance with the provisions hereof.

Section 3.03. Enjoyment of Project. The Trustee will provide the City during the Lease Term with quiet use and enjoyment of the Project, and the City will, during the Lease Term, peaceably and quietly have, hold and enjoy the Project, without suit, trouble or hindrance from the Trustee, except as expressly set forth in this Lease. The City will have the right to use the Project for any essential governmental or proprietary purpose of the City, subject to the limitations contained in this Lease.

Notwithstanding any other provision in this Lease, the Trustee will have no responsibility to cause the Project to be acquired, constructed or installed or to maintain, repair or insure the Project. The City will comply with all statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements of all federal, state, local and other governments or governmental authorities, now or hereafter applicable to the Project, as to the manner and use or the condition of the Project. The City will also comply with the mandatory requirements, rules and regulations of all insurers under the policies required to be carried by the provisions of **Article VII**. The City will pay all costs, expenses, claims, fines, penalties and damages that may in any manner arise out of, or be imposed as a result of, the failure of the City to comply with the provisions of this Section. Notwithstanding any provision contained in this Section, however, the City will have the right, at its own cost and expense, to contest or review by legal or other appropriate procedures the validity or legality of any such governmental statute, law, ordinance, order, judgment, decree, regulation, direction or requirement, or any such requirement, rule or regulation of an insurer and during such contest or review, the City may refrain from complying therewith, if the City furnishes, on request, to the Trustee, at the City's expense, indemnity satisfactory to the Trustee.

Section 3.04. Inspection. The Trustee will have the right at all reasonable times and with reasonable notice during business hours to enter into and upon the Project for the purpose of inspecting the Project.

ARTICLE IV

RENT

Section 4.01. Basic Rent. The City will promptly pay all Basic Rent, subject to **Sections 3.04** and **4.03**, in lawful money of the United States of America on each Basic Rent Payment Date in such amounts as are described on **Exhibit B**. A portion of each Basic Rent Payment is paid as, and represents payment of, interest as set forth on **Exhibit B** (such interest to be attributable to the various principal components in accordance with the per annum rates set forth on **Exhibit B**).

To provide for the timely payment of Basic Rent, the City will pay to the Trustee for deposit in the Lease Revenue Fund not less than five Business Days before each Basic Rent Payment Date, the amount due on such Basic Rent Payment Date.

The City will, in accordance with the requirements of law and its normal budgeting procedures, fully budget and appropriate sufficient funds for the current Fiscal Year to make the Rent Payments scheduled to come due during the Lease Term, and to meet its other obligations for the Lease Term, and such funds will not be expended for other purposes.

Section 4.02. Supplemental Rent. The City will pay, subject to **Sections 3.04** and **4.03**, as Supplemental Rent (a) all Impositions (defined in **Article VI**); (b) all amounts required under **Sections 4.04** or **4.05** and all other payments of whatever nature that the City has agreed to pay or assume under this Lease; (c) all expenses, including attorneys' fees and expenses to the extent permitted by law, incurred in connection with the enforcement of any rights under this Lease or the License and Easement by the Trustee; (d) all fees, charges and expenses of the Trustee as further provided in **Section 4.06**; and (e) any payments required to be made pursuant to the Tax Agreement. Amounts required to be paid under this Section will be paid directly to the person or entity owed.

Section 4.03. Advances. In the event the City will fail to either maintain the insurance required by this Lease or keep the Project in good repair, the Trustee may, but will be under no obligation to, purchase the required insurance and pay the cost of the premiums therefor and maintain and repair the Project and pay the cost thereof. All amounts so advanced by the Trustee will constitute Supplement Rent, and the City covenants and agrees to pay such amounts so advanced by the Trustee with interest thereon from the due date until paid at a rate per annum equal to the prime rate of the Trustee plus 2% or the maximum amount permitted by law, whichever is less.

Section 4.04. Credit Against Basic Rent Payment Obligation. The City will receive credit against its obligation to pay the Interest Portion or Principal Portion of Basic Rent to the extent moneys are on deposit in the Lease Revenue Fund and are available to pay the Interest Portion or the Principal Portion of Basic Rent represented by the Certificates.

Section 4.05. Net Lease. This Lease is intended to be triple net to the Trustee, subject to **Section 4.04**, and the obligations of the City to make payment of the Rent Payments and to perform and observe the other covenants and agreements contained herein will be absolute and unconditional in all events without abatement, diminution, deduction, setoff or defense, for any reason, including any failure of the Project to be acquired, constructed or installed, any defects, malfunctions, breakdowns or infirmities in the Project or any accident, condemnation or unforeseen circumstances.

Section 4.06. Obligations Unconditional. The obligations of the City under this Lease to pay Rent during the Lease Term on or before the date the same become due, and to perform all of its other obligations, covenants and agreements hereunder shall be absolute and unconditional, without notice or demand, and without abatement, deduction, set off, counterclaim, recoupment or defense or any right of termination or cancellation arising from any circumstance whatsoever, whether now existing or hereafter arising, and irrespective of whether the Project shall have been started or completed, or whether the Trustee's title to the Project or to any part thereof is defective or non-existent, and notwithstanding any damage to, loss, theft or destruction of the Project or any part thereof, any failure of consideration or frustration of commercial purpose, the taking by eminent domain of title to or of the right of temporary use of all or any part of the Project, legal curtailment of the City's use thereof, the eviction or constructive eviction of the City, any change in the tax or other laws of the United States of America, the State or any political subdivision thereof, any change in the Trustee's legal organization or status, or any default of the Trustee hereunder, and regardless of the invalidity of any action of the Trustee, and regardless of the invalidity of any portion of this Lease, and the City hereby waives the provisions of any statute or other law now or hereafter in effect contrary to any of its obligations, covenants or agreements under this Lease or which releases or purports to release the City therefrom.

Section 4.07. Compensation of the Trustee. The City will, from time to time, upon the written request of the Trustee, (a) pay to the Trustee reasonable compensation for its services as agreed to by the City and the Trustee from time to time (which compensation will not be limited by any provision of law in regard to the compensation of a trustee of an express trust) and (b) reimburse the Trustee for all reasonable advances and expenditures, including but not limited to, advances to and reasonable fees and expenses of independent appraisers, accountants, consultants, counsel, agents and attorneys or other experts employed by it in the exercise and performance of its powers and duties hereunder. Compensation under this Section (except the initial fee which is included in Costs of Issuance) is to be paid as Supplemental Rent as set forth in **Section 4.02**. The Trustee will have a first lien against the Trust Estate for its reasonable costs, fees, expenses and advancements hereunder.

Section 4.08. Increased Basic Rent. Notwithstanding any other provision of this Lease, the Trustee and the City may enter into a Supplemental Lease or Supplemental Leases that increase the amount of Basic Rent payable by the City on any Basic Rent Payment Date to provide funds to pay the costs of (a) repairing, replacing or restoring the Project, (b) improving, upgrading or modifying the Project, (c) additional improvements to the Project or the acquisition of additional real property to be included in the Project or the acquisition, purchase construction or installation of additions to or expansions or remodeling or modification of the Project, and (d) refunding any or all of the Certificates. Each such Supplemental Lease will include an amended **Exhibit B** reflecting separately the Principal Portion and the Interest Portion of Basic Rent allocable to the original Lease and to each Supplemental Lease due on each Basic Rent Payment Date as well as the total Basic Rent on each Basic Rent Payment Date.

Section 4.09. Obligations Under the Declaration of Trust. The City agrees that, whenever the Declaration of Trust by its terms imposes a duty or obligation upon the City, such duty or obligation shall be binding upon the City to the same extent as if the City were an express party to the Declaration of Trust, and the City shall perform or cause to be performed all covenants and agreements required on the part of the City under the Declaration of Trust, and shall deliver to the Trustee all reports, opinions and other documents required by the Declaration of Trust to be submitted to the Trustee at the times required by the Declaration of Trust.

ARTICLE V

ACQUISITION, CONSTRUCTION AND INSTALLATION OF THE PROJECT

Section 5.01. Acquisition, Construction and Installation. The City represents, warrants, covenants and agrees as follows:

(a) It has entered into or will enter into (1) Construction Agreements providing for the acquisition, construction and installation of the Improvements and (2) Contracts providing for the acquisition and installation of the Personal Property in accordance with the plans and specifications or will construct and install the Improvements and the Personal Property with City employees in accordance with the plans and specifications;

(b) It will cause the acquisition, construction and installation of the Improvements and the Personal Property to be completed with all reasonable dispatch in accordance with the applicable provisions of this Lease;

(c) All contracts entered into or to be entered into by the City relating to such work will be in accordance with all applicable requirements of the laws of the State and will have the performance bonds required by **Section 7.01(e)**;

(d) It has obtained or will obtain all necessary or required permits, licenses, consents and approvals that are material for the purchase, construction, installation, operation and maintenance of the Project and will comply with all lawful requirements of any governmental body regarding the use or condition of the Project, whether existing or later enacted or foreseen or unforeseen or whether involving any change in governmental policy or requiring structural or other change to the Project and irrespective of the cost of so complying;

(e) It will pay all fees, costs and expenses incurred in completing the Improvements and the Personal Property or, to the extent there is money in the Project Fund available therefor, will request the Trustee to make such payments from the Project Fund in the manner hereinafter and in the Declaration of Trust provided, and hereby agrees to provide any and all additional amounts required to be paid into the Project Fund in order to effect the payment in full for all costs of construction and acquisition of the Project; and

(f) It will ask, demand, sue for and use its best efforts to recover and receive such sums of money, debts or other demand to which it may be entitled under any contract, order, receipt, guaranty, warranty, writing or instruction in connection with the purchase, construction and installation of the Improvements and the Personal Property, and it will use its best efforts, to the extent economically reasonable, to enforce the provisions of any contract, agreement, obligation, bond or other security in connection therewith, and any such amounts received in connection with the foregoing, after deduction of expenses incurred in recovering such amounts, will be paid to the Trustee for deposit in the Project Fund if the Completion Date has not occurred or for deposit in the Lease Revenue Fund Account if the Completion Date has occurred.

If the purchase, construction and installation of the Improvements and the Personal Property or any portion thereof is delayed or fails to occur for any reason, there will be no diminution in or postponement of the payments to be made by the City hereunder.

The Trustee is not the agent or representative of the City, and the City is not the agent of the Trustee, and this Lease will not be construed to make the Trustee liable to materialmen, contractors, subcontractors, craftsmen, laborers or others for goods or services delivered by them in connection with the Project, or for debts or claims accruing to the specified parties against the City. This Lease will not create any contractual relation either expressed or implied between the Trustee and any materialmen, contractors, subcontractors, craftsmen, laborers or any other person supplying any work, labor or materials in connection with the Project. Notwithstanding anything herein or in the Declaration of Trust to the contrary, during the Lease Term, the Trustee will not be deemed to exercise control over or be an operator or owner of the Project and will not be responsible or liable for the operation, use and maintenance of the Project.

Section 5.02. Payment for Construction of the Improvements and the Personal Property. In compliance with **Section 6.04** of the Declaration of Trust, costs and expenses of every nature incurred in the acquisition, construction or installation of the Improvements and the Personal Property that qualify as Costs of Project will be paid by the Trustee from the Project Fund upon receipt by the Trustee of a completed request of the City signed by the Authorized Representative of the City and, except for requisitions for Costs of Issuance, the Architect and containing the statements, representations and certifications set forth in the form of such request attached to the Declaration of Trust as **Exhibit B**.

In making disbursements for Costs of Project, the Trustee will be entitled to conclusively rely upon each written requisition certificate executed by the Authorized Representative of the City without inquiry or investigation. It is understood that the Trustee will *not* make any inspections of the Project nor any improvements thereon, make any provision to obtain completion bonds, mechanic's or materialmen's lien releases or otherwise supervise any phase of the construction or installation of the Project. The approval of each requisition certificate by the Authorized Representative of the City will constitute unto the Trustee an irrevocable determination that all conditions precedent to the payment of the specified amounts from the Project Fund have been completed.

Section 5.03. Completion Date; Excess Funds. The Completion Date will be evidenced to Trustee upon receipt by the Trustee of a certificate signed by the Authorized Representative of the City (the "**Completion Certificate**") stating (a) the date on which the Improvements were substantially completed and the Personal Property acquired and installed, (b) that all other facilities necessary in connection with the Project have been purchased, constructed and installed, (c) that the Improvements, the Personal Property and such other facilities have been purchased, constructed, made and installed in accordance with the plans and specifications therefor and in conformance with all applicable zoning, planning, building, environmental and other similar governmental regulations, (d) that, except for Costs of the Project described in clause (e), all Costs of the Project have been paid, and (e) the amounts, if any, to be retained in the Project Fund for the payment of Costs of the Project, if any, not yet due or Costs of Improvements whose liability the City is contesting, and amounts that otherwise should be retained and the reasons they should be retained. The Completion Certificate may state that it is given without prejudice to any rights of the City that then exist or may subsequently come into being against third parties. Any amounts remaining in the Project Fund that are not needed to pay any remaining Costs of the Project will be transferred by the Trustee without further authorization to the Lease Revenue Fund.

Section 5.04. Warranties. The Trustee hereby assigns to the City for and during the Lease Term, all of its interest in all warranties, guarantees or other contract rights against any architect, contractor, subcontractor or supplier, expressed or implied, issued on or applicable to the Project, and the Trustee hereby authorizes the City to obtain the customary services furnished in connection with such warranties, guarantees or other contract rights at the City's expense. The City's sole remedy for the breach of such warranties, guarantees or other contract rights will be against any architect, contractor, subcontractor or supplier, and not against the Trustee, nor will such matter have any effect whatsoever on

the rights of the Trustee with respect to this Lease, including the right to receive full and timely Basic Rent Payments and Supplemental Rent Payments. The City expressly acknowledges that the Trustee does not make nor has it made any representation or warranty whatsoever as to the existence or availability of such warranties, guarantees or other contract rights of the manufacturer or supplier of any portion of the Project.

Section 5.05. DISCLAIMER OF WARRANTIES. THE TRUSTEE MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE PROJECT OR ANY PART THEREOF, OR WARRANTY WITH RESPECT THERETO. IN NO EVENT WILL THE TRUSTEE BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS LEASE OR THE EXISTENCE, FURNISHING, FUNCTIONING OR THE CITY'S USE OF THE PROJECT OR ANY PART THEREOF.

Section 5.06. Deficiency of Project Fund. If the Project Fund is insufficient to pay fully all Costs of the Project and to complete fully the Project lien free, the City will pay, in cash, the full amount of any such deficiency by making payments directly to the contractors and to the suppliers of materials and services as the same becomes due. The Trustee is not obligated to pay and will not be responsible for any such deficiency and the City will save the Trustee whole and harmless from any obligation to pay such deficiency. The City's obligation to pay any such deficiency will be limited to its current budgeted appropriations for the Project, and the City will have no obligation to appropriate additional funds therefor and may amend the Project to reduce or eliminate such deficiency.

ARTICLE VI

IMPOSITIONS

Section 6.01. Impositions. The City will bear, pay and discharge, before the delinquency thereof, as Supplemental Rent, all taxes and assessments, general and special, if any, that may be lawfully taxed, charged, levied, assessed or imposed upon or against or be payable for or in respect of the Project, including any taxes and assessments not of the kind enumerated above to the extent that the same are lawfully made, levied or assessed in lieu of or in addition to taxes or assessments now customarily levied against real or personal property, and further including all water and sewer charges, assessments and other general governmental charges and impositions whatsoever, foreseen or unforeseen, that if not paid when due would impair the security of the Trustee or encumber the Project (all of the foregoing being herein referred to as "**Impositions**").

Section 6.02. Contest of Impositions. The City will have the right, in its own name or in the Trustee's name, to contest the validity or amount of any Imposition that the City is required to bear, pay and discharge pursuant to the terms of this Article by appropriate legal proceedings instituted at least ten days before the contested Imposition becomes delinquent and may permit the Imposition so contested to remain unpaid during the period of such contest and any appeal therefrom unless the Trustee notifies the City that, in the Opinion of Counsel, by nonpayment of any such items the interest of the Trustee in the Project will be endangered or the Project or any part thereof will be subject to loss or forfeiture, in which event the City will promptly pay such taxes, assessments or charges or provide the Trustee with full security against any loss that may result from nonpayment in form satisfactory to the Trustee. The Trustee agrees to cooperate with the City in connection with any and all administrative or judicial proceedings related to Impositions. The City will hold the Trustee whole and harmless from any costs and expenses the Trustee may incur with respect to any Imposition.

ARTICLE VII

INSURANCE; INDEMNITY

Section 7.01. Insurance Required. The City will, during the Lease Term, cause the Project to be kept continuously insured against such risks customarily insured against for facilities such as the Project and will pay (except as otherwise provided herein), as the same become due, all premiums in respect thereof, such insurance to include the following policies of insurance:

(a) Insurance insuring the Improvements and the Personal Property against loss or damage by fire, lightning and all other risks covered by the extended coverage insurance endorsement then in use in the State in an amount not less than the Principal Portion of the Certificates then Outstanding and issued by such insurance company or companies authorized to do business in the State as may be selected by the City. The policy or policies of such insurance will name the City and the Trustee as insureds, as their respective interests may appear. All proceeds from such policies of insurance will be applied as provided in **Article IX**. During acquisition, construction and installation of the Improvements and the Personal Property, the City will cause to be provided, insofar as the Improvements and Personal Property are concerned, the insurance required by subparagraph (b) below in lieu of the insurance required by this **Section 7.01(a)** to the extent appropriate.

(b) To the extent appropriate, during the acquisition, construction and installation of the Improvements and Personal Property and in lieu of the insurance required in **Section 7.01(a)**, builder's risk-completed value insurance insuring the Improvements and Personal Property against fire, lightning and all other risks covered by the extended coverage endorsement then in use in the State to the full insurable value of the Improvements and Personal Property (subject to reasonable loss deductible clauses) issued by such insurance company or companies authorized to do business in the State as may be selected by the City. Such policy or policies of insurance will name the City and the Trustee as insureds, as their respective interests may appear, and all payments received under such policy or policies by the City will be paid over to the Trustee.

(c) Comprehensive general accident and public liability insurance (including coverage for all losses whatsoever arising from the ownership, maintenance, operation or use of any automobile, truck or other motor vehicle), under which the City and the Trustee are named as insureds, in an amount not less than \$500,000 combined single limit for bodily injuries and property damage.

(d) Workers' compensation and unemployment coverages to the extent, if any, required by the laws of the State.

(e) Performance and labor and material payment bonds with respect to the Construction Agreements and the Contracts in the full amount of the Construction Agreements and the Contracts from surety companies qualified to do business in the State.

Not less than 15 days prior to the expiration dates of the expiring policies, originals or copies of the policies required by this **Section 7.01** or certificates evidencing such insurance will be delivered by the City to the Trustee. All policies of such insurance, and all renewals thereof, will contain a provision that such insurance may not be cancelled by the issuer thereof without at least 60 days' written notice to the City and the Trustee. Not less than annually, the City will provide a current certificate evidencing that the City is in compliance with the requirements of this Section to the Trustee.

Nothing in this Lease will be construed as preventing the City from satisfying the insurance requirements herein set forth by using blanket policies of insurance or self-insurance provided each and all of the requirements and specifications of this Lease respecting insurance are complied with.

The City may elect to be self-insured for all or any part of the foregoing requirements of this **Section 7.01** if (1) the City annually obtains a written evaluation with respect to such self-insurance program from an individual or firm selected by the City and acceptable to the Trustee qualified to survey risks and to recommend insurance coverage for entities engaged in operations similar to those of the City and having a favorable reputation for skill and experience in making such surveys and recommendations (an “**Insurance Consultant**”), (2) the evaluation is to the effect that the self-insurance program is sound, (3) unless the evaluation states that such reserves are not necessary, the City maintains adequate reserves for the self-insurance program, and (4) in the case of workers’ compensation, adequate reserves created by the City for such self-insurance program are maintained in such amount and manner as are acceptable to the State. The City will pay any fees and expenses of such Insurance Consultant in connection therewith.

Section 7.02. Enforcement of Contract and Surety Bonds. In the event of material default of any contractor or subcontractor under a Construction Agreement or a Contract or any other contract made in connection with the acquisition, construction and installation of the Improvements or the Personal Property, or in the event of a material breach of warranty with respect to any materials, workmanship or performance, the City will promptly proceed, either separately or in conjunction with others, to pursue diligently the remedies of the City against the contractor or subcontractor in default and against each surety on a bond securing the performance of such contract. Any amounts recovered by way of damages, refunds, adjustments or otherwise in connection with the foregoing, after deduction of expenses incurred in such recovery and after reimbursement to the City of any amounts theretofore paid by the City not previously reimbursed to the City for correction or remedying of the default that gave rise to the proceedings against the contractor or subcontractor or surety, will be paid to the Trustee for deposit in the Project Fund if received before the Completion Date and, if such funds are received after the Completion Date, for deposit in the Lease Revenue Fund to be used solely for the purpose of paying Basic Rent under this Lease.

Section 7.03. Release and Indemnification. To the extent permitted by law, the City will indemnify, protect, hold harmless, save and keep the Trustee harmless from and against any and all liability, obligation, loss, claim, tax (other than income taxes or other taxes on or attributable to Rent Payments, if any, that are received by the Trustee in its individual capacity) and damage whatsoever and all expenses in connection therewith (including, without limitation, attorneys’ fees and expenses) that are not caused by the gross negligence or willful misconduct of the Trustee, its agents, directors, attorneys or employees arising out of or as the result of (a) the entering into of the License and Easement, this Lease or the Declaration of Trust, (b) the acquisition, construction and installation of the Improvements and Personal Property, (c) injury, actual or claimed, of whatsoever kind or character, to property or persons, occurring or allegedly occurring in, on or about the Project during the Lease Term, and/or (d) the breach of any covenant by the City herein or any material misrepresentation by the City contained herein; provided that the City will have the right to conduct the Trustee’s defense through counsel designated by the City and approved by the Trustee, which approval will not be unreasonably withheld and, provided further, that Trustee will be entitled to retain separate counsel, at the expense of the City, should counsel selected by the City fail to actively and competently pursue a defense. The indemnification arising under this Section will continue in full force and effect notwithstanding the full payment of all obligations under this Lease or the termination of this Lease or the License and Easement and the Declaration of Trust for any reason.

ARTICLE VIII

COVENANTS OF THE CITY

Section 8.01. Maintenance and Modification of Project by the City. The City will at its own expense (a) keep the Project in a safe condition, (b) with respect to the Project, comply with all applicable health and safety standards and all other industrial requirements or restrictions enacted or promulgated by the State, or any political subdivision or agency thereof, or by the government of the United States of America or any agency thereof, and (c) keep the Project in good repair and in good operating condition and make from time to time all necessary repairs thereto and renewals and replacements thereof; provided, however, that the City will have no obligation to operate, maintain, preserve, repair, replace or renew any element or unit of the Project the maintenance, repair, replacement or renewal of which becomes uneconomical to the City because of damage, destruction or obsolescence, or change in economic or business conditions, or change in government standards and regulations. The City will not permit or suffer others to commit a nuisance in or about the Project or itself commit a nuisance in connection with its use or occupancy of the Project. The City will pay all costs and expenses of operation of the Project.

The City may, also at its own expense, make from time to time any additions, modifications or improvements to the Project that it may deem desirable for its business purposes and that do not materially impair the structural strength or effective use, or materially decrease the value, of the Project. All additions, modifications or improvements made by the City pursuant to the authority of this Section will (a) be made in a workmanlike manner and in strict compliance with all laws and ordinances applicable thereto, (b) when commenced, be pursued to completion with due diligence and (c) when completed, be deemed a part of the Project.

During the Lease Term, the Project will be used by the City only for the purpose of performing essential governmental or proprietary functions of the City consistent with the permissible scope of the City's authority.

Section 8.02. Tax Covenants. The City covenants and agrees that (a) it will comply with the provisions of the Tax Agreement and with all applicable provisions of the Code, including Sections 103 and 141 through 150, necessary to maintain the exclusion from gross income for federal income tax purposes of the Interest Portion of the Basic Rent and (b) it will not use or permit the use of any proceeds of Certificates or any other funds of the City nor take or permit any other action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income for federal income tax purposes of the Interest Portion of the Basic Rent. The City will, in addition, adopt such other ordinances or resolutions and take such other actions as may be necessary to comply with the Code and with all other applicable future laws, regulations, published rulings and judicial decisions, in order to ensure that the Interest Portion of the Basic Rent will remain excluded from gross income for federal income tax purposes, to the extent any such actions can be taken by the City.

Section 8.03. The City's Continuing Existence. The City will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic.

Section 8.04. Continuing Disclosure. The City hereby covenants and agrees that it will comply and carry out all of the provisions of a Continuing Disclosure Undertaking, in a form satisfactory to the City. Notwithstanding any other provision of this Lease, failure of the City to comply with such Continuing Disclosure Undertaking will not be considered a default or an Event of Default under this Lease. The Trustee may, however, pursuant to the Declaration of Trust, may (and, at the request of the Owners of Certificates of at least 25% aggregate principal amount of Outstanding Certificates and if

indemnified to its satisfaction, will) or any Owners of Certificates may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the City to comply with its obligations under such Continuing Disclosure Undertaking.

ARTICLE IX

CASUALTY AND CONDEMNATION

Section 9.01. Damage, Destruction and Condemnation. (a) The City will bear the risk of loss with respect to the Project during the Lease Term. If (a) the Project or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Project or any part thereof will be nonexistent or deficient or taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, the City will cause the Net Proceeds of any insurance claim, condemnation award or sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Project, unless the City has exercised its option to purchase the Trustee's interest in the Project by making payment of the Purchase Price as provided herein. Any balance of the Net Proceeds remaining after such work has been completed will be paid to the City and will be held and appropriated by the City for the exclusive purpose of paying Rent under this Lease.

If the City determines that the repair, restoration, modification or improvement of the Project is not economically feasible or in the best interest of the City, then, in lieu of making such repair, restoration, modification or improvement and if permitted by law, the City will promptly purchase the Trustee's interest in the Project pursuant to **Section 10.01** by paying the Purchase Price. The Net Proceeds will be applied by the City to payment of the Purchase Price. Any balance of the Net Proceeds remaining after paying the Purchase Price will belong to the City.

(b) In the event the whole or any part of the Project is taken by eminent domain proceedings, the interest of the Trustee will be recognized. The proceeds of said condemnation will be applied as provided in this **Article IX**. Under Nebraska statutes, the City has the power to condemn property for its purposes, and the City acknowledges that if the City condemned the Project, such action could adversely affect the continuation of the License and Easement. The City further acknowledges that condemnation of the Project would adversely affect the Trustee and that without the Trustee's interest in the Project, the Trustee might not lease the Project to the City pursuant to this Lease.

The City and the Trustee have reached agreement on the terms of the acquisition of the Project, at City's option, and to the use of the Project, all as set forth herein. Any acquisition of the Trustee's interest in the Project or rights to its use by the City (whether pursuant to the exercise of eminent domain powers or otherwise) will be pursuant to and in accordance with this Lease, including payment of Rent Payments and the applicable Purchase Price. If the City allows this Lease to expire without exercising its option to purchase (whether by failure to exercise its option to extend this Lease for a Renewal Term, failure to exercise its option to purchase at the conclusion of the maximum Lease Term or failure to cure an Event of Default), that action will constitute an irrevocable determination by the City that the Project is not required by it for any public purpose for the term of the License and Easement.

The City hereby covenants and agrees, to the extent it may lawfully do so, that if for any reason it exercises the power of eminent domain with respect to the Project, the appraisal value of the Project will not be less than the Rent Payments then due plus the then applicable Purchase Price as defined and set forth herein.

(b) In the event that title to all or a portion of the Project is challenged or threatened by means of competent legal or equitable action, the City covenants that it will cooperate with the Trustee and will take all reasonable actions, including where appropriate the lawful exercise of the City's power of eminent domain, in order to quiet title to the Project in the City.

Section 9.02. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in **Section 9.01** and the City has not elected to purchase the Trustee's interest in the Project pursuant to **Section 10.01**, the City will complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds and, if the City makes any payments pursuant to this Section, the City will not be entitled to any reimbursement therefor from the Trustee nor will the City be entitled to any diminution of Rent.

ARTICLE X

OPTION TO PURCHASE; PARTIAL PREPAYMENT

Section 10.01. Purchase Option. The City will have the option to purchase the Trustee's interest in the Project, upon giving written notice to the Trustee at least 60 days before the date of purchase, at the following times and on the following terms:

(a) On or after the fifth anniversary of the Dated Date, upon payment in full of Rent Payments then due hereunder plus a Purchase Price equal to 100% of the remaining Principal Portions of Basic Rent for the Lease Term, plus Interest Portions of Basic Rent accrued to the prepayment date.

(b) Upon deposit of moneys or Government Obligations or both with the Trustee in accordance with **Article X** of the Declaration of Trust in the amount necessary to provide for the Basic Rent Payments until and on, and the Purchase Price calculated as described in (a) above on the Certificates, to the prepayment date, which will be on or after the fifth anniversary of the Dated Date,

Section 10.02. Partial Prepayment. The City will have the option to prepay the Basic Rent Payments in part, upon giving written notice to the Trustee at least 45 days before the date of such prepayment, at any time on or after the fifth anniversary of the Dated Date, at the Prepayment Price equal to the Principal Portion of Basic Rent being so prepaid plus the Interest Portion of Basic Rent accrued thereon to such Basic Rent Payment Date.

The Principal Portion of Basic Rent prepaid pursuant to the provisions of this **Section 10.02** will be in integral multiples of \$5,000 and will be credited against such Basic Rent Payments as shall be determined by the City in its sole and absolute discretion. Upon any partial prepayment, the amount of each Interest Portion of Basic Rent coming due thereafter will be reduced by the amount of such Interest Portion attributable to such prepaid Principal Portion determined by applying the annual interest rate corresponding to such prepaid Principal Portion as shown on **Exhibit B**.

Section 10.03. Determination of Fair Rent and Purchase Price. The City hereby agrees and determines that the Rent hereunder during the Lease Term represents the fair value of the use of the Project and that the Purchase Price required to exercise the City's option to purchase the Trustee's interest in the Project pursuant to **Section 10.01** represents, as of the end of the Lease Term, the fair Purchase Price of the Project. The City hereby determines that the Rent does not exceed a reasonable amount so as to place the City under an economic practical compulsion to renew this Lease or to exercise its option to purchase the Project hereunder. In making such determinations, the City has given consideration to the

Costs of the Project, the uses and purposes for which the Project will be employed by the City, the benefit to the City by reason of the acquisition, construction, equipping, making and installation of the Improvements and Personal Property and the use and occupancy of the Project pursuant to the terms and provisions of this Lease and the City's option to purchase the Project. The City hereby determines and declares that the acquisition, construction and installation of the Improvements and Personal Property and the leasing of the Project pursuant to this Lease will result in a Project of comparable quality and meeting the same requirements and standards as would be necessary if the acquisition, construction and installation of the Improvements and Personal Property were performed by the City other than pursuant to this Lease. The City hereby determines and declares that the Lease Term does not exceed the useful life of the Project.

Section 10.04. Conveyance of Title. The Trustee hereby agrees to convey title to the Project, or an appropriate portion thereof, in consideration of the purchase price as set forth in **Section 10.01**, at the expiration of the Lease Term following full payment of the Rent or provision for payment thereof having been made in accordance with the provisions of **Article X** of the Declaration of Trust and full payment of all Supplemental Rent.

ARTICLE XI

ASSIGNMENT

Section 11.01. Assignment and Subleasing by the City. Except as hereinafter expressly provided, none of the City's right, title and interest in, to and under the License and Easement, this Lease and in the Project may be assigned or encumbered by the City for any reason; except that the City may sublease any one or more parts of the Project if the City obtains an Opinion of Special Tax Counsel that such subleasing will not adversely affect the exclusion of the Interest Portion of the Basic Rent Payments from gross income for purposes of federal income taxation. Any such sublease of all or part of the Project will be subject to the License and Easement, this Lease and the rights of the Trustee in, to and under the License and Easement, this Lease and the Project.

ARTICLE XII

EVENTS OF DEFAULT

Section 12.01. Events of Default Defined. Any of the following will constitute an "Event of Default" under this Lease:

(a) Failure by the City to make any deposits required by **Section 4.01** to pay Basic Rent in the Lease Revenue Fund at the time specified herein;

(b) Failure by the City to make any Supplemental Rent Payment when due and the continuance of such failure for ten days after written notice specifying such failure and requesting that it be remedied is given to the City by the Trustee;

(c) Failure by the City to observe and perform any covenant, condition or agreement on its part to be observed or performed hereunder, other than as referred to in **Sections 12.01(a)** or **(b)** above, for a period of 90 days after written notice specifying such failure and requesting that it be remedied is given to the City by the Trustee, unless the Trustee will agree in writing to an extension of such time prior to its expiration; provided that, if the failure stated in the notice cannot be corrected within the applicable

period, the Trustee will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the City within the applicable period and diligently pursued until the default is corrected;

(d) Any statement, representation or warranty made by the City in or pursuant to the License and Easement or this Lease or the execution, delivery or performance of either of them proves to have been false, incorrect, misleading or breached in any material respect on the date when made;

(e) Any provision of this Lease or the License and Easement at any time for any reason ceases to be valid and binding on the City, or is declared null and void, or the validity or enforceability thereof is contested by the City or any governmental agency or authority if the loss of such provision would materially adversely affect the rights or security of the Trustee; or

(f) The City becomes insolvent or admits in writing its inability to pay its debts as they mature or applies for, consents to, or acquiesces in the appointment of a trustee, receiver or custodian for the City or a substantial part of its property; or in the absence of such application, consent or acquiescence, a trustee, receiver or custodian for the City or a substantial part of its property; or in the absence of such application, consent or acquiescence, a trustee, receiver or custodian is appointed by the City or a substantial part of its property and is not discharged within 90 days; or any bankruptcy, reorganization, debt arrangement, moratorium or any proceeding under bankruptcy or insolvency law, or any dissolution or liquidation proceeding, is instituted by or against the State and, if instituted against the City, is consented to or acquiesced in by the City or is not dismissed within 90 days.

Failure of the City fails to comply with the Continuing Disclosure Undertaking will not be an Event of Default under this Lease.

Section 12.02. Remedies on Default. Whenever any Event of Default exists, the Trustee will have the right, without any further demand or notice, to take one or any combination of the following remedial steps:

(a) By written notice to the City, the Trustee may declare all Rent payable by the City hereunder to the end of the Lease Term to be due;

(b) With or without terminating this Lease, the Trustee may take possession of the Project (in which event the City will take all actions necessary to authorize, execute and deliver to the Trustee for the remainder of the Trustee's leasehold term under the License and Easement all documents necessary to vest in the Trustee for the remainder of the Trustee's leasehold term under the License and Easement all of the City's interest in the Project), and sell the Trustee's interest in the Project or lease the Project or, for the account of the City, sublease the Project continuing to hold the City liable for the difference between (1) the Rent payable by the City hereunder for the Lease Term, and (2) the net proceeds of any such sale, leasing or subleasing (after deducting all expenses of the Trustee in exercising its remedies under this Lease, including without limitation all expenses of taking possession, removing, storing, reconditioning, and selling or leasing or subleasing the Project and all brokerage, auctioneers and attorneys' fees and expenses);

(c) The Trustee may terminate any rights the City may have in any moneys held by the Trustee under the Declaration of Trust; and

(d) The Trustee may take whatever action at law or in equity necessary or desirable to enforce its rights in the Project and under this Lease.

Section 12.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Trustee is intended to be exclusive and every such remedy will be cumulative and will be in addition to every other remedy given under this Lease now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default will impair any such right or power or will be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Trustee to exercise any remedy reserved to it in this Article it will not be necessary to give any notice, other than such notice as may be required in this Article.

ARTICLE XIII

MISCELLANEOUS

Section 13.01. Notices. All notices, certificates or other communications to be given or to be served upon any party in connection with this Lease will be given in accordance with **Section 12.03** of the Declaration of Trust.

Section 13.02. Easement and Leasehold. Until payment in full of all rental obligations hereunder, the Project shall remain the property of the Trustee and shall not become a part of the real estate described on Exhibit A-2 attached hereto. Upon the final payment of all rental obligations under this Lease the Project shall be conveyed to City at the option of the City in accordance with **Article X** of this Lease.

Section 13.03. Title to Personal Property. Title to any portion of the Project that constitutes personal property will vest in the City subject to Trustee's rights under this Lease and the License and Easement; provided that title thereto will thereafter immediately and without any action by the City vest in Trustee and the City will immediately surrender possession thereof to Trustee upon (a) any termination of this Lease without the City exercising its option to purchase pursuant to **Section 10.01** or (b) the occurrence of an Event of Default. It is the intent of the parties hereto that any transfer of title to Trustee pursuant to this Section will occur automatically without the necessity of any deed, bill of sale, certificate of title or other instrument of conveyance. Nevertheless, the City will execute and deliver any such instruments as the Trustee may request to evidence such transfer.

Section 13.04. Security Interest. To secure the payment of all of the City's obligations under this Lease, to the extent permitted by law, the Trustee retains a security interest in that portion of the Project consisting of personal property or fixtures and on all additions, attachments, accessions thereto, substitutions therefor and on any proceeds therefrom. The City will execute all additional documents, including financing statements, affidavits, notices and similar instruments that are necessary or appropriate to establish and maintain such security interest. The City hereby authorizes the filing of financing statements under the Uniform Commercial Code in connection with any security interest granted hereunder.

Section 13.05. Binding Effect. This Lease will inure to the benefit of and will be binding upon the Trustee and the City and their respective successors and assigns.

Section 13.06. Amendments, Changes and Modifications. This Lease may not be effectively amended, changed, modified, altered or supplemented except with the written consent of the Trustee and the City and as provided in the Declaration of Trust.

Section 13.07. Electronic Transactions. The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents will be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the Trustee and the City have caused this Lease to be executed in their names by their duly authorized representatives as of the date first above written.

BOKF, NATIONAL ASSOCIATION, Trustee

(SEAL)

By: _____
Vice President

ATTEST:

By: _____
Authorized Officer

ACKNOWLEDGMENT

STATE OF NEBRASKA)
) **SS.**
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2017 by Chad W. Shirk, Vice President of BOKF, National Association, on behalf of the corporation.

Notary Public

(SEAL)

THE CITY OF BELLEVUE, NEBRASKA

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
Clerk

STATE OF NEBRASKA)
) SS.
COUNTY OF SARPY)

The foregoing instrument was acknowledged before me this _____ day of _____, 2017 by Rita Sanders, Mayor of the City of Bellevue, Nebraska.

Notary Public

(SEAL)

EXHIBIT A-1

**TO LEASE PURCHASE AGREEMENT DATED AS OF _____, 2017,
BETWEEN BOKF, NATIONAL ASSOCIATION AND THE CITY OF BELLEVUE,
NEBRASKA AND TO DECLARATION OF TRUST DATED AS OF _____,
2017 BY BOKF, NATIONAL ASSOCIATION.**

THE PERSONAL PROPERTY

[INSERT DESCRIPTION]

EXHIBIT A-2

**TO LEASE PURCHASE AGREEMENT DATED AS OF _____, 2017,
BETWEEN BOKF, NATIONAL ASSOCIATION AND THE CITY OF BELLEVUE,
NEBRASKA AND TO DECLARATION OF TRUST DATED AS OF _____,
2017 BY BOKF, NATIONAL ASSOCIATION.**

THE SITE

[INSERT DESCRIPTION]

EXHIBIT B

**TO LEASE PURCHASE AGREEMENT, DATED AS OF _____, 2017,
BETWEEN BOKF, NATIONAL ASSOCIATION AND THE CITY OF
BELLEVUE, NEBRASKA.**

SCHEDULE OF BASIC RENT PAYMENTS

<u>Lease Payment Date</u>	<u>Principal Installment Due</u>	<u>Interest Installment Due</u>	<u>Total Amount Due</u>
	\$	\$	\$
TOTAL	\$	\$	\$

DECLARATION OF TRUST

by

**BOKF, National Association
Lincoln, Nebraska**

Dated as of _____, 2017

**\$ _____
Certificates of Participation
Series 2017
Evidencing a Proportionate Interest
in Rent
Payments to be made by
The City of Bellevue, Nebraska
Pursuant to a
Lease Purchase Agreement**

**TABLE OF CONTENTS
DECLARATION OF TRUST**

**(This Table of Contents is for convenience of
reference only and is not a part of this Declaration of Trust.)**

	<u>PAGE</u>
Parties	- 1 -
Declaration Clauses	- 1 -

ARTICLE I

DEFINITIONS

Section 1.01. Definitions	- 2 -
Section 1.02. General Rules of Construction	- 5 -
Section 1.03. Execution in Counterparts	- 5 -
Section 1.04. Severability	- 5 -
Section 1.05. Governing Law	- 5 -

ARTICLE II

COVENANT AS TO LICENSE AND EASEMENT AND LEASE

Section 2.01. Covenant as to License and Easement and Lease	- 5 -
---	-------

ARTICLE III

THE CERTIFICATES

Section 3.01. Title and Amount of Certificates	- 6 -
Section 3.02. General Provisions Concerning the Certificates	- 6 -
Section 3.03. Execution of Certificates	- 7 -
Section 3.04. Transfer of Certificates	- 7 -
Section 3.05. Exchange of Certificates	- 7 -
Section 3.06. Registration Books	- 7 -
Section 3.07. Certificates Mutilated, Lost, Destroyed or Stolen	- 8 -
Section 3.08. Series 2017 Certificates	- 8 -
Section 3.09. Additional Certificates	- 9 -
Section 3.10. Book-Entry-Only System	- 10 -
Section 3.11. Successor Securities Depository	- 11 -
Section 3.12. Cancellation and Destruction of Certificates upon Payment	- 11 -

ARTICLE IV

PARTICULAR COVENANTS AND PROVISIONS

Section 4.01. Covenant of Trustee as to Performance of Obligations	- 11 -
Section 4.02. Covenant to Perform Undertakings	- 11 -

ARTICLE V

PREPAYMENT

Section 5.01.	General.....	- 12 -
Section 5.02.	Prepayment Provisions with Respect to the Series 2017 Certificates.....	- 12 -
Section 5.03.	Selection of Certificates for Prepayment; Notice to Trustee.....	- 12 -
Section 5.04.	Partial Prepayment of Certificate.....	- 12 -
Section 5.05.	Notice of Prepayment	- 12 -
Section 5.06.	Effect of Prepayment	- 13 -

ARTICLE VI

**DELIVERY OF CERTIFICATES; FUNDS; APPLICATION OF PROCEEDS
AND OTHER MONEYS**

Section 6.01.	Establishment of Funds.....	- 13 -
Section 6.02.	Application of Proceeds of Series 2017 Certificates and Other Moneys.....	- 13 -
Section 6.03.	Application of Lease Revenues	- 13 -
Section 6.04.	Disbursements from the Project Fund.....	- 14 -
Section 6.05.	Application of Moneys in the Lease Revenue Fund	- 14 -
Section 6.06.	Rebate Fund.	- 14 -
Section 6.08.	Repayment to the City.....	- 14 -
Section 6.08.	Payments Due on Days other than Business Days.....	- 15 -
Section 6.09.	Nonpresentment of Certificates	- 15 -
Section 6.10.	Separate Accounting of Funds Allocable to each Series of Certificates	- 15 -

ARTICLE VII

**DEPOSITARIES OF MONEYS, SECURITY FOR DEPOSITS AND
INVESTMENT OF FUNDS**

Section 7.01.	Moneys to be Held in Trust.....	- 15 -
Section 7.02.	Investment of Moneys.....	- 15 -

ARTICLE VIII

**AMENDMENT OF THE DECLARATION OF TRUST, THE LEASE OR THE
LICENSE AND EASEMENT**

Section 8.01.	Amendments Permitted.....	- 16 -
Section 8.02.	Effect of Amendments	- 17 -
Section 8.03.	Endorsement of Certificates; Preparation of New Certificates	- 18 -
Section 8.04.	Amendment of Particular Certificates.....	- 18 -
Section 8.05.	Opinion of Counsel.....	- 18 -

ARTICLE IX

**DEFAULT PROVISIONS AND REMEDIES OF TRUSTEE AND OWNERS
OF CERTIFICATES**

Section 9.01.	Defaults.....	- 18 -
Section 9.02.	Acceleration.....	- 18 -
Section 9.03.	Other Remedies.....	- 19 -
Section 9.04.	Rights of Certificate Owners	- 19 -
Section 9.05.	Application of Moneys	- 19 -
Section 9.06.	Remedies Vested in Trustee	- 20 -
Section 9.07.	Rights and Remedies of Certificate Owners	- 21 -
Section 9.08.	Termination of Proceedings	- 21 -
Section 9.09.	Waivers of Defaults.....	- 21 -
Section 9.10.	Notices of Defaults	- 21 -

ARTICLE X

DEFEASANCE

Section 10.01.	Discharge of Declaration of Trust.....	- 22 -
Section 10.02.	Deposit of Moneys or Securities.....	- 22 -

ARTICLE XI

THE TRUSTEE

Section 11.01.	Duties, Immunities and Liabilities of Trustee.....	- 23 -
Section 11.02.	Merger or Consolidation	- 26 -
Section 11.03.	Liability of Trustee; Indemnity	- 26 -
Section 11.04.	Right of Trustee to Rely on Documents.....	- 26 -
Section 11.05.	Preservation and Inspection of Documents.....	- 27 -

ARTICLE XII

MISCELLANEOUS

Section 12.01.	Survival of Provisions.....	- 27 -
Section 12.02.	No Third Party Beneficiaries	- 27 -
Section 12.03.	Notices	- 27 -
Section 12.04.	Waiver of Personal Liability	- 28 -
Section 12.05.	Declaration of Trust Binding Upon Trustee and Successors.....	- 28 -
Section 12.06.	Electronic Transactions.....	- 28 -
	Signatures.....	S-1
	Exhibit A – Form of Certificate of Participation	
	Exhibit B – Form of Requisition Certificate for Costs of the Project	
	Exhibit C – Payment Schedule for Series 2017 Certificates	
	Exhibit D-1 - Description of the Personal Property	
	Exhibit D-2 – Description of the Real Property	

DECLARATION OF TRUST

This **DECLARATION OF TRUST** (the “**Declaration of Trust**”), dated as of _____, 2017, is made by **BOKF, National Association, Lincoln, Nebraska**, a national banking corporation organized and existing under the laws of the State of Nebraska, as settlor and trustee (the “**Trustee**”).

WITNESSETH:

WHEREAS, The City of Bellevue, Nebraska (the “**City**”), and the Trustee have entered into a License and Easement, dated as of _____, 2017 (the “**License and Easement**”), pursuant to which the City has granted a license and easement to the Trustee the real property described on **Exhibit D-2**, including any existing improvements thereon (the “**Real Property**”); and

WHEREAS, concurrently herewith the Trustee and the City have entered into a Lease Purchase Agreement, dated as of _____, 2017 (as the same may be amended or supplemented in accordance with its terms from time to time, the “**Lease**”), pursuant to which the Trustee will lease to the City the Real Property and the hereinafter defined Improvements and Personal Property and will grant the City an option to purchase the Trustee’s interest in such Improvements and Personal Property; and

WHEREAS, Certificates of Participation substantially in the form of **Exhibit A** (the “**Series 2017 Certificates**”), each such Certificate evidencing a proportionate interest of the registered owner thereof in rights under the Lease, will be executed and delivered hereunder, and the proceeds from the sale of the Series 2017 Certificates will be used to provide the funds to (a) pay the costs of (1) purchasing those items of personal property listed on **Exhibit D-1** attached hereto, together with all replacements, repairs and additions incorporated therein or affixed thereto (the “**Personal Property**”) pursuant to certain contracts, purchase orders or other written instruments and (2) acquiring renovations and associated furnishings and equipment for City Hall and the City’s swimming pools and related facilities and equipment for use by the City (the “**Improvements**”; the Personal Property, the Improvements and the Real Property are referred to collectively as the “**Project**”) and (2) pay certain costs connected to the execution and delivery of the Certificates; and

WHEREAS, the Trustee is obligated to pay the costs of the Project only from funds available from the sale of the Series 2017 Certificates; and

WHEREAS, the Trustee is making this Declaration of Trust to set forth the terms of the Series 2017 Certificates and Additional Certificates as hereinafter defined and authorized (the Series 2017 Certificates and the Additional Certificates being hereinafter being referenced collectively as the “**Certificates**”), the security therefor and other provisions respecting the Certificates,

DECLARATION CLAUSES

NOW, THEREFORE, in order to secure the payment of the Principal Portions of Basic Rent Payments, Prepayment Price, and Interest Portions of Basic Rent Payments represented by the Certificates, and to secure the performance and observance of all covenants and conditions therein and herein contained and to declare the terms and conditions upon, and subject to which, the Certificates are intended to be sold, held, secured and enforced, and in consideration of the premises set forth herein and

of the purchase and acceptance of the Certificates by the Owners thereof, the Trustee has executed and delivered this Declaration of Trust and does declare that it will hold all of the assets, property and interests received by it under the terms of this Declaration of Trust, the License and Easement and the Lease and all agreements and instruments contemplated hereby or thereby (except for the Rebate Fund and any compensation, indemnification or other amounts that are due directly to the Trustee hereunder or thereunder, collectively, the **"Trust Estate"**), as trustee, upon the terms and trusts herein set forth for the equal and proportionate benefit, security and protection of all present and future Owners of the Certificates, without privilege, priority or distinction as to the lien or otherwise of any of the Certificates over any of the other Certificates;

PROVIDED, HOWEVER, that, if the Principal Portions of Basic Rent Payments, Prepayment Price and Interest Portions of Basic Rent Payments represented by the Certificates due or to become due with respect to the Certificates are paid or provision made therefor in accordance with **Article X**, at the times and in the manner mentioned in the Certificates according to the true intent and meaning thereof, and provision has also been made for paying all sums payable under the Lease by the City in accordance with **Article X**, then this Declaration of Trust and the rights hereby granted will cease, determine and be void except as provided in **Article X**;

THIS DECLARATION OF TRUST FURTHER WITNESSETH, and it is expressly declared, that all Certificates are to be sold, executed and delivered and all said rights and interests are to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and the Trustee has agreed and covenanted, and does hereby agree and covenant, with the respective Owners of the Certificates as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. In addition to words and terms defined in the Lease and elsewhere in this Declaration of Trust, the following words and terms used in this Declaration of Trust will have the following meanings, unless some other meaning is plainly intended:

"Additional Certificates" means any Certificates executed and delivered pursuant to **Section 3.09**.

"Authorized Representative" means the Mayor or the Finance Director of the City or any other person designated as an Authorized Representative by the Mayor, such designation being approved by the governing body of the City by an ordinance or a resolution that is filed with the Trustee.

"Cede & Co." means Cede & Co., as nominee name of The Depository Trust Company, New York, New York, and any successor nominee of the Securities Depository with respect to the Certificates.

"Certificate Payment" means the payments to be made to the Owners of the Certificates, whether representing Interest Portion only or Principal Portion and Interest Portion of Basic Rent under the Lease.

"Certificates" means the Series 2017 Certificates and any Additional Certificates.

“Directive” means an instrument in writing executed in one or more counterparts by the Owners of Certificates, as determined from the records of the Registrar kept pursuant to **Section 3.06**, or their lawful attorneys-in-fact, representing not less than a majority of the aggregate unpaid Principal Portion represented by the then Outstanding Certificates.

“Event of Default” means an Event of Default as described in **Section 9.01**.

“Event of Lease Default” means an Event of Default under **Section 12.01** of the Lease.

“Funds” means, collectively, the funds created and held under this Declaration of Trust and all accounts therein.

“Investment Securities” means and includes any of the following securities, if and to the extent the same are permitted by law:

- (a) Government Obligations;
- (b) other obligations issued by or on behalf of agencies or instrumentalities of the United States of America except for the Federal Farm Credit Bank;
- (c) negotiable certificates of deposit, demand deposits and other deposit arrangements, repurchase agreements, and investment agreements issued by banks or trust companies, including without limitation, the Trustee and its affiliates, continuously secured (to the extent not fully insured by the Federal Deposit Insurance Corporation), for the benefit of the Trustee by lodging with a bank or trust company (which may or may not be the bank or trust company issuing such negotiable certificates of deposit, repurchase agreement or investment agreement), as collateral security, securities described in (a) and (b) above having a market value (exclusive of accrued interest) at all times at least equal to the principal amount of such certificates of deposit, demand deposits and other deposit arrangements; and
- (d) money market mutual funds rated in the highest rating category by a nationally recognized rating service consisting of Government Obligations or repurchase agreements for Government Obligations.

“Lease Revenue Fund” means the fund by that name established pursuant to **Section 6.01**.

“Lease Revenues” means the Basic Rent Payments, Supplemental Rent Payments and all other amounts due and owing pursuant to or with respect to the Lease, including prepayments, insurance proceeds, condemnation proceeds, and any and all interest, profits or other income derived from the investment thereof in any fund or account established pursuant to this Declaration of Trust.

“Notice by Mail” or **“Notice”** of any action or condition **“by Mail”** means a written notice meeting the requirements of this Declaration of Trust mailed by first-class mail to the Owners of specified Certificates, at the addresses shown on the registration books maintained by the Registrar pursuant to **Section 3.06**.

“Outstanding” means, as of the date of determination, all Certificates theretofore executed and delivered pursuant to this Declaration of Trust except (a) Certificates theretofore cancelled by the Trustee or surrendered to the Trustee for cancellation, (b) Certificates for the transfer or exchange of or in lieu of or in substitution for which other Certificates have been executed and delivered by the Trustee pursuant to

this Declaration of Trust, (c) Certificates whose payment or prepayment has been provided for in accordance with **Article X**, and (d) Certificates paid or deemed to be paid pursuant to **Article X**.

“Owner” of a Certificate means the registered owner of such Certificate as shown on the register kept by the Registrar pursuant to **Section 3.06**.

“Participants” means those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

“Prepayment Date” means any date set for prepayment of the Principal Portion of Basic Rent represented by Certificates.

“Prepayment Price” means, with respect to any Certificate (or portion thereof) the amount specified in **Section 5.02**.

“Proceeds” means the aggregate moneys initially paid to the Trustee for each series of the Certificates.

“Project Fund” means the fund by that name established pursuant to **Section 6.01**.

“Purchase Document” means a certificate purchase agreement between the City and the Purchaser pursuant to which the Purchaser agrees to purchase the Certificates.

“Purchaser” means D.A. Davidson & Co., as underwriter, the original purchaser of the Series 2017 Certificates.

“Rebate Fund” means the fund by that name established pursuant to **Section 6.01**.

“Record Date” means as of the close of business on the last day of the month immediately preceding the month in which such Payment is due.

“Registrar” means the Trustee when acting in that capacity, or its successor as Registrar.

“Representation Letter” means the Representation Letter from the City to the Securities Depository.

“Securities Depository” means, initially, The Depository Trust Company, New York, New York, and its successors and assigns.

“Series 2017 Certificates” means the \$_____ aggregate principal amount Certificates of Participation, Series 2017, evidencing a proportionate interest in Rent Payments to be made by The City of Bellevue, Nebraska, pursuant to a Lease Purchase Agreement, executed and delivered pursuant to this Declaration of Trust.

“State” means the Nebraska.

“Trust Estate” means the assets, property and interests held by the Trustee pursuant to this Declaration of Trust and the Lease.

“Trustee” means BOKF, National Association, Lincoln, Nebraska, and its successor or successors and their respective assigns.

Section 1.02. General Rules of Construction. Words of the masculine gender will be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context will otherwise indicate, words importing the singular number will include the plural and vice versa, and words importing person will include individuals, corporations, limited liability companies, partnerships, joint ventures, associations, joint-stock companies, trusts, unincorporated organizations and governments and any agency or political subdivision thereof.

The words “herein,” “hereby,” “hereunder,” “hereof,” “hereto,” “hereinbefore,” “hereinafter” and other equivalent words refer to this Declaration of Trust and not solely to the particular article, section, paragraph or subparagraph hereof in which such word is used.

Reference herein to a particular article or a particular section, exhibit, schedule or appendix will be construed to be a reference to the specified article or section hereof or exhibit, schedule or appendix hereto unless the context or use clearly indicates another or different meaning or intent.

Whenever an item or items are listed after the word “including,” the listing is not intended to be a listing that excludes items not listed.

The table of contents, captions and headings in this Declaration of Trust are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Declaration of Trust.

Section 1.03. Execution in Counterparts. This Declaration of Trust may be executed simultaneously in two or more counterparts, each of which will be deemed to be an original, and all of which together will constitute but one and the same instrument.

Section 1.04. Severability. If any provision of this Declaration of Trust will be held or deemed to be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution, charter or statute or rule of public policy, or for any other reason, such circumstances will not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever.

The invalidity of any one or more phrases, sentences, clauses or sections in this Declaration of Trust contained will not affect the remaining portions of this Declaration of Trust, or any part thereof.

Section 1.05. Governing Law. This Declaration of Trust will be governed by and construed in accordance with the laws of the State.

ARTICLE II

COVENANT AS TO LICENSE AND EASEMENT AND LEASE

Section 2.01. Covenant as to License and Easement and Lease. The Trustee covenants and agrees that, except in accordance with the terms of this Declaration of Trust, the License and Easement and the Lease, it will not take any action that would result in the occurrence of an Event of Default and

that it will not agree to any abatement, reduction, abrogation, waiver, diminution or other modification in any manner or to any extent whatsoever of the obligations of the City under the License and Easement and the Lease to pay Basic Rent and to meet its other obligations as provided in the Lease.

ARTICLE III

THE CERTIFICATES

Section 3.01. Title and Amount of Certificates. No Certificates may be executed and delivered under this Declaration of Trust except in accordance with this Article. The Certificates will be designated "Certificates of Participation, Series 2017, Evidencing Proportionate Interests in Rent Payments to be made by The City of Bellevue, Nebraska, pursuant to a Lease Purchase Agreement," with such further appropriate particular designation added to or incorporated in such title for the Certificates of any particular series as the Trustee may determine.

Section 3.02. General Provisions Concerning the Certificates.

(a) The Certificates and the form of assignment to appear thereon will be in substantially the form set forth in **Exhibit A**, with necessary or appropriate variations, omissions and insertions as permitted or required hereby or by any Supplemental Declaration of Trust.

(b) The Certificates will be fully registered Certificates without coupons transferable to subsequent owners only on the books kept by the Registrar pursuant to **Section 3.06** as hereinafter provided. Each Certificate will be in the denomination of \$5,000 or any integral multiple thereof.

(c) Each of the Certificates will represent the Interest Portion and Principal Portion of Basic Rent payable with respect thereto and will be on a parity with the other Certificates as to the entire Trust Estate.

(d) The Certificates will be numbered from R-1 upward, will be dated and the Principal Portion will be payable, subject to prior prepayment upon the terms and conditions hereinafter set forth, and will represent Interest Portions of Basic Rent calculated at certain rates as set forth in this Declaration of Trust or any Supplemental Declaration of Trust authorizing such series of Certificates.

(e) The Interest Portion of the Basic Rent represented by each Certificate will be payable from the date thereof or the most recent date to which said Interest Portion has been paid. The Interest Portion of the Basic Rent represented by the Certificates will be paid on each _____ and _____, commencing on _____, 2017.

(f) Payment of the Interest Portion of the Basic Rent represented by any Certificates will be made to the person appearing on the registration books of the Registrar as the Owner thereof on the Record Date, such Interest Portion to be paid to such Owner by check or draft drawn on the Trustee and mailed to such Owner's address as it appears on the registration books of the Registrar on the Record Date or in the case of such Interest Portion to (1) the Securities Depository or (2) any Owner of \$5,000 or more in aggregate principal amount of Certificates, by electronic transfer to such Owner upon written notice given to the Trustee by such Owner not less than 15 days prior to the Record Date for such Interest Portion, containing the electronic transfer instructions including the bank (which will be in the continental United States), ABA routing number and account name and number to which such Owner wishes to have such transfer directed.

(g) The Interest Portion of the Basic Rent represented by any Certificates will be computed with respect to such Certificates on the basis of a 360-day year of twelve 30-day months.

(h) The Principal Portion of the Basic Rent or Prepayment Price represented by the Certificates will be payable (whether at maturity or upon prepayment or acceleration) by check or draft to the Owners of such Certificates upon presentation and surrender of such Certificates at the designated corporate trust office of the Trustee.

(i) Payment of Certificate Payments or the Prepayment Price of Certificates will be made in such coin or currency of the United States of America as, at the time of payment, will be legal tender for public and private debts.

Section 3.03. Execution of Certificates. The Certificates will be executed by and in the name of the Trustee by the manual signature of an authorized signatory of the Trustee.

Section 3.04. Transfer of Certificates. Any Certificate may be transferred upon the books required to be kept pursuant to the provisions of **Section 3.06**, by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Certificate for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Trustee. The Trustee or the Securities Depository may also require the payment by the Owner requesting such transfer of any tax or other governmental charge required to be paid with respect to such transfer. In the event any Owner fails to provide a correct taxpayer identification number to the Trustee, the Trustee may impose a charge against such Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Internal Revenue Code, such amount may be deducted by the Trustee from amounts otherwise payable to such Owner hereunder or under the Certificates.

Section 3.05. Exchange of Certificates. Certificates may be exchanged at the designated corporate trust office of the Trustee for a like aggregate principal amount of Certificates of the same maturity, interest rate and tenor. The Trustee will require the payment by the Owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange. No exchange of any Certificate will be required of the Trustee after such Certificate has been called for prepayment.

Section 3.06. Registration Books. The Registrar will keep or cause to be kept at its designated corporate trust office, books for the registration and transfer of the Certificates, which will at all reasonable times be open to inspection by the City or the Owners (or a designated representative thereof) of 10% or more in principal amount of Bonds then Outstanding, such ownership and the authority of any such designated representative to be evidenced to the satisfaction of the Registrar, and, upon presentation for such purpose, the Registrar will, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, Certificates as hereinbefore provided.

The person in whose name any Certificate is registered on the registration books maintained by the Registrar on the Record Date will be deemed the Owner thereof for all purposes hereof, and payment of or on account of the Interest Portions and Principal Portions of Basic Rent, represented by such Certificate will be made only to or upon the order in writing of such registered owner, which payments will be valid and effectual to satisfy and discharge the liability under the Lease as represented by such Certificate to the extent of the sum or sums so paid.

Section 3.07. Certificates Mutilated, Lost, Destroyed or Stolen. If any Certificate has become mutilated, the Trustee, at the expense of the Owner of said Certificate, will execute and deliver a new Certificate of like tenor, maturity, interest rate and number in exchange and substitution for the Certificate so mutilated (except that such number may be preceded by a distinguishing prefix), but only upon surrender to the Trustee of the Certificate so mutilated. Every mutilated Certificate so surrendered to the Trustee will be canceled by it and periodically destroyed in accordance with then applicable record retention requirements. If any Certificate has been lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Trustee and, if such evidence is satisfactory to the Trustee and indemnity of the Trustee and the City satisfactory to the Trustee has been given, the Trustee, at the expense of the Owner of the Certificate, will execute and deliver a new Certificate of like tenor, maturity, interest rate, and number as the Trustee determines in lieu of and in substitution for the Certificate so lost, destroyed or stolen. The Trustee may require payment of a sum not exceeding the actual cost of preparing each new Certificate executed and delivered under this Section and of the expenses that may be incurred by the Trustee under this Section. Any Certificate executed and delivered under this Section in lieu of any Certificate alleged to be lost, destroyed or stolen will be equally and proportionately entitled to the benefits of this Declaration of Trust with all other Certificates secured by this Declaration of Trust. The Trustee will not be required to treat both the original Certificate and any replacement Certificate as being Outstanding for the purpose of determining the principal amount of Certificates that may be Outstanding hereunder or for the purpose of determining any percentage of Certificates Outstanding hereunder, but both the original and replacement Certificate will be treated as one and the same. Notwithstanding any other provision of this Section, in lieu of delivering a new Certificate for a Certificate that has been mutilated, lost, destroyed or stolen and that has matured, is about to mature or has been selected for prepayment, the Trustee may make payment of such Certificate.

Section 3.08. Series 2017 Certificates. There will be initially prepared, executed and delivered under this Declaration of Trust a series of Certificates in the aggregate principal amount of \$ _____, which series of Certificates will be designated "Certificates of Participation, Series 2017, Evidencing a Proportionate Interest in Rent Payments to be Made by The City of Bellevue, Nebraska, pursuant to a Lease Purchase Agreement" (the "**Series 2017 Certificates**"). The Series 2017 Certificates will be dated as of date of original delivery, and will be payable on the dates, in the principal amounts (subject to prepayment as described in **Section 5.02**), and with the Interest Portions accruing at the rates set forth on **Exhibit C**.

Prior to or simultaneously with the execution of and delivery of the Series 2017 Certificates by the Trustee the following documents will be filed with the Trustee:

(a) A copy, certified by the Clerk, of the resolution or ordinance adopted by the governing body of the City authorizing the execution of the License and Easement and the Lease and approving the execution and delivery of the Series 2017 Certificates to the Purchaser.

(b) Original executed counterparts of this Declaration of Trust, the License and Easement, the Lease and the Purchase Document.

(c) An Opinion of Special Tax Counsel as to the validity of the Series 2017 Certificates and the exemption from federal income taxation of the Interest Portion of Basic Rent Payments represented by the Series 2017 Certificates.

(d) Such other certificates, statements, receipts, opinions and documents required by this Declaration of Trust or the Lease, or as the Trustee may reasonably require for the delivery of the Series 2017 Certificates.

When the documents specified above have been filed with the Trustee, and when the Series 2017 Certificates have been executed as required by this Declaration of Trust, the Trustee will deliver the Series 2017 Certificates to or upon the order of the Purchaser, but only upon payment of the purchase price of the Series 2017 Certificates. The net proceeds of the sale of the Series 2017 Certificates, including accrued interest and premium, if any, paid over to the Trustee will be deposited and applied as provided in **Article VI**.

Section 3.09. Additional Certificates.

(a) Upon the execution and delivery of a Supplemental Lease that provides for an increase in the amount of Basic Rent payable under the Lease and so long as no Event of Default exists, Additional Certificates evidencing the right of the Owners thereof to receive the Principal Portion and the Interest Portion of such additional Basic Rent may be executed and delivered under and equally and ratably secured by this Declaration of Trust on a parity with the Series 2017 Certificates and any other Additional Certificates, at any time and from time to time, upon compliance with the conditions provided in this Section, for the purpose of providing funds to pay all or any part of the cost of (1) repairing, replacing or restoring the Project, (2) improving, upgrading or modifying the Project, (3) additional improvements to the Project or the acquisition of additional real property to be included in the Project or the acquisition, purchase, construction or equipping of additions to or expansions of or remodeling or modification of the Project, and (4) refunding any or all of the Certificates.

(b) Before any Additional Certificates may be executed and delivered under the provisions of this Section, the City will (1) adopt an ordinance or resolution authorizing the execution and delivery of such Additional Certificates, fixing the amount and terms thereof and describing the Certificates to be refunded, if any, (2) consent in writing to the Trustee's execution of a Supplemental Declaration of Trust for the purpose of executing and delivering such Additional Certificates, and (3) authorize the Trustee to enter into an amendment to the Lease with the City to provide for Basic Rent Payments at least sufficient to pay the Principal Portion or Prepayment Price and Interest Portion of the Certificates then to be Outstanding (including the Additional Certificates to be executed and delivered) as the same become due, and for such other matters as are appropriate because of the execution and delivery of the Additional Certificates proposed to be delivered.

(c) Such Additional Certificates will have the same designation as the Series 2017 Certificates, except for an identifying series letter or date. The Principal Portion and the Interest Portion of Basic Rent represented by such Additional Certificates will be payable on the dates, in the amounts and (with respect to such Interest Portion) at the rates as may be provided by the Supplemental Declaration of Trust authorizing such Additional Certificates. **Exhibit C** will be amended by such Supplemental Declaration of Trust to reflect separately the Principal Portion of Basic Rent allocable to each series of Certificates. Such Additional Certificates will be on a parity with and will be entitled to the same benefit and security of this Declaration of Trust as the Series 2017 Certificates and any other Additional Certificates.

(d) The Additional Certificates will be executed substantially in the form and manner as provided in this Article, but prior to or simultaneously with the delivery of such Certificates by the Trustee, the following items will be on file with the Trustee:

(1) A copy, certified by the Clerk of the City, of the ordinance or resolution passed by the governing body of the City authorizing such Supplemental Lease and authorizing the execution and delivery of the Additional Certificates, fixing the amount and terms thereof and describing the Certificates to be refunded, if any.

(2) An original executed counterpart of the Supplemental Declaration of Trust authorizing such Additional Certificates.

(3) An original executed counterpart of the Supplemental Lease.

(4) An original executed counterpart of a Purchase Document relating to the Additional Certificates.

(5) An Opinion of Special Tax Counsel to the effect that the execution and delivery of such Additional Certificates will not result in the Interest Portion of Basic Rent evidenced by any Certificates then Outstanding becoming includable in gross income of the Owners thereof for federal income tax purposes.

(6) Such other certificates, statements, receipts, opinions and documents required by this Declaration of Trust or the Lease or as the Trustee may reasonably require for the delivery of the Additional Certificates.

(e) When the documents mentioned in **Section 309(d)** have been filed with the Trustee, and when such Additional Certificates have been executed and registered as required by this Declaration of Trust, the Trustee will deliver such Additional Certificates to or upon the order of the purchaser named in the Purchase Document relating to such Additional Certificates, but only upon payment of the purchase price of such Additional Certificates as specified in the Purchase Document relating to such Additional Certificates. The Proceeds of Additional Certificates, including accrued interest, if any, paid to the Trustee will be deposited, as follows or as provided in the Supplemental Declaration of Trust:

(1) all accrued interest, if any, paid by the purchasers of the Additional Certificates into the Lease Revenue Fund;

(2) an amount equal to the amount required to fund any reserve requirement related to the Additional Certificates into the reserve fund, if any, for such Additional Certificates; and

(3) the remaining Proceeds from any Additional Certificates, as provided in the Supplemental Declaration of Trust relating to such Additional Certificates.

Section 3.10. Book-Entry-Only System. The Certificates will initially be registered on the Certificate register maintained by the Trustee in the name of Cede & Co., and Beneficial Owners will not receive certificates representing their respective interests in the Certificates, except in the event the Replacement Certificates as provided below. It is anticipated that during the term of the Certificates, the Securities Depository will make book-entry transfers among the Participants and receive and transmit notices with respect to and payments representing the Principal Portion of Basic Rent and the Interest Portion of Basic Rent with respect to the Certificates until and unless the Trustee executes and delivers Replacement Certificates to the Beneficial Owners as described below.

The Trustee agrees to give the various written notices to the Securities Depository in accordance with the Blanket Letter of Representations of the Securities Depository, delivered to the Securities Depository in connection with the original execution and delivery of the Certificates.

If the Securities Depository determines to discontinue providing its services with respect to the Certificates and the City cannot obtain a qualified successor Securities Depository, or if Participants holding a majority position in the Series 2017 Certificates determine not to use the book-entry system of the Securities Depository, the Trustee will execute and deliver one or more certificates (the "**Replacement**

Certificates”) to the Participants in principal amounts and maturities corresponding to the identifiable Beneficial Owners’ interests in the Certificates, with such adjustments as the Trustee may find necessary or appropriate as to accrued interest and previous calls for prepayment. In such event, all references to the Securities Depository herein will relate to the period of time when at least one Certificate is registered in the name of the Securities Depository or its nominee. Upon the issuance of Replacement Certificates, all references herein to obligations imposed upon or to be performed by the Securities Depository will be deemed to be imposed upon and performed by the Trustee, to the extent applicable, with respect to such Replacement Certificates. The Trustee may rely on information from the Securities Depository and its Participants as to the names and addresses of and principal amounts held by the Beneficial Owners of the Series 2017 Certificates. The cost of printing Replacement Certificates will be paid by the City.

Section 3.11. Successor Securities Depository. In the event the Securities Depository resigns, is unable to properly discharge its responsibilities or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable state or federal statute or regulation, the Trustee, with the written consent of the City, may appoint a successor Securities Depository, provided the Trustee receives written evidence satisfactory to the Trustee with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository will be a securities depository that is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable state or federal statute or regulation. Upon the appointment of a successor Securities Depository, the former Securities Depository will surrender the Certificates, together with assignments duly executed in accordance with **Section 3.04**, to the Trustee for transfer to the successor Securities Depository, and the Trustee will cause the execution and delivery of the Certificates to the successor Securities Depository in appropriate denominations and form as provided herein.

Section 3.12. Cancellation and Destruction of Certificates upon Payment.

(a) All Certificates that have been paid or prepaid or that the Trustee has purchased or that have otherwise been surrendered to the Trustee under this Declaration of Trust, either at or before maturity, if not exchanged pursuant to **Section 3.05**, will be canceled by the Trustee immediately upon the payment, prepayment or purchase of such Certificates and the surrender thereof to the Trustee.

(b) All Certificates canceled under any of the provisions of this Declaration of Trust will be destroyed by the Trustee in accordance with then applicable record retention requirements.

ARTICLE IV

PARTICULAR COVENANTS AND PROVISIONS

Section 4.01. Covenant of Trustee as to Performance of Obligations. The Trustee covenants that it will promptly remit to the Owner of each Certificate its interest in each installment of Basic Rent to the extent received by the Trustee, at the places, on the dates and in the manner provided herein and in the Certificates.

Section 4.02. Covenant to Perform Undertakings. The Trustee covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Declaration of Trust, in any and every Certificate executed and delivered hereunder and in all proceedings of the Trustee pertaining thereto. The Trustee covenants that it is duly authorized to execute and deliver the Certificates and to enter into this Declaration of Trust and to perform its obligations hereunder.

ARTICLE V

PREPAYMENT

Section 5.01. General. The Certificates are subject to prepayment pursuant to this Article and any Supplemental Declaration of Trust to the extent that prepayments of Basic Rent are required, allowed or provided for under the Lease.

Section 5.02. Prepayment Provisions with Respect to the Series 2017 Certificates. The Series 2017 Certificates that evidence Principal Portions of Basic Rent payable to Certificate Owners on or after _____, 20____, will be subject to optional prepayment, as a whole or in part, on or after the fifth anniversary of their date of original delivery, at a Prepayment Price equal to 100% of the Principal Portion of Basic Rent represented by the Series 2017 Certificates being prepaid, plus the Interest Portion of Basic Rent accrued to the Prepayment Date, from amounts paid by the City upon the exercise of its option to purchase the Trustee's interest in the Project or partially prepay Basic Rent Payments pursuant to the terms of the Lease.

Section 5.03. Selection of Certificates for Prepayment; Notice to Trustee. If less than all of the Outstanding Certificates are called for optional prepayment, Certificates will be prepaid in such order of stated payment dates as is determined by the City. Within a stated payment date the Trustee will select the Certificates or any given portion thereof to be prepaid in such equitable manner as the Trustee determines in principal amounts of \$5,000 or integral multiples thereof. In case of any optional prepayment, at the election of the City, the City will, at least 45 days prior to the Prepayment Date (unless a shorter notice will be satisfactory to the Trustee), give written notice to the Trustee directing the Trustee to call Certificates for prepayment and give notice of prepayment and specifying the Prepayment Date, the series, the principal amount and maturities of Certificates to be called for prepayment, the applicable prepayment price and the provision or provisions of this Declaration of Trust pursuant to which such Certificates are to be called for prepayment.

Section 5.04. Partial Prepayment of Certificate. Upon surrender of any Certificate prepaid in part only, the Trustee will execute and deliver to the Owner thereof, at the expense of the City, a new Certificate or Certificates of the same series and maturity, equal in aggregate principal amount to the unprepaid portion of the Certificate surrendered.

Section 5.05. Notice of Prepayment. Unless otherwise provided herein, notice of prepayment will be given by the Trustee, not more than 60 days and not less than 30 days prior to the Prepayment Date, to the City and the Owner of each Certificate affected at the address shown on the registration books of the Registrar on the date such notice is mailed. Each notice of prepayment will state (a) the Prepayment Date, (b) the place of prepayment, (c) the Prepayment Price, (d) if less than all, the identification of the Certificates to be prepaid, and (e) if a Certificate is being prepaid in part, the portion thereof being prepaid. Such notice will also state that the Interest Portion of the Basic Rent represented by the Certificates designated for prepayment will cease to accrue from and after such Prepayment Date and that on said date the Prepayment Price will become due and payable on each of said Certificates. The failure of the Owner of any Certificate to be so prepaid to receive notice of prepayment mailed as herein provided or any defect therein will not affect or invalidate the validity of any proceedings for the prepayment of such Certificate.

The Trustee is also directed to comply with any mandatory standards then in effect for processing redemptions of municipal securities established by the Securities and Exchange Commission. Failure to comply with such standards will not affect or invalidate the prepayment of any Certificate to be prepaid.

The Trustee, as long as a book-entry system is used for the Certificates, will send notices of prepayment only to the Securities Depository, as the Owner of the Certificates. Any failure of the Securities Depository to advise any of the Participants, or of any participant or any nominee to notify any Beneficial Owner of the Certificates, of any such notice and its content or effect will not affect the validity or sufficiency of the proceedings relating to the prepayment of the Certificates called for prepayment.

Section 5.06. Effect of Prepayment. Notice of prepayment having been duly given as provided, and upon funds for payment of the Prepayment Price of such Certificates (or portions thereof) being held by the Trustee, on the Prepayment Date designated in such notice, the Certificates (or portions thereof) so called for prepayment will become due and payable at the Prepayment Price specified in such notice and the Interest Portion of Basic Rent represented by the Certificates so called for prepayment will cease to accrue, said Certificates (or portions thereof) will cease to be entitled to any benefit or security under this Declaration of Trust and the Owners of such Certificates will have no rights in respect thereof except to receive payment of the Prepayment Price.

All Certificates prepaid pursuant to the provisions of this Article will be cancelled upon surrender thereof and destroyed by the Trustee pursuant to **Section 3.12**.

ARTICLE VI

DELIVERY OF CERTIFICATES; FUNDS; APPLICATION OF PROCEEDS AND OTHER MONEYS

Section 6.01. Establishment of Funds. There are hereby established the following funds and accounts:

- (a) Project Fund.
- (b) Lease Revenue Fund.
- (c) Rebate Fund.

All funds and accounts established pursuant to this Article will be held by the Trustee in trust, except for the Rebate Fund, for the benefit of the Certificate Owners. The money in all of the funds and the accounts will be applied as hereinafter provided.

Section 6.02. Application of Proceeds of Series 2017 Certificates and Other Moneys. The Proceeds of the Series 2017 Certificates will be deposited as follows:

- (a) in the Lease Revenue Fund, any accrued interest with respect to the Series 2017 Certificates;
- (b) in the Project Fund, the remainder of the Proceeds of the Series 2017 Certificates.

Section 6.03. Application of Lease Revenues. Lease Revenues will be deposited, as received pursuant to the Lease, as follows:

- (a) Basic Rent will be deposited to the Lease Revenue Fund.
- (b) Optional prepayments of the Principal Portion of Basic Rent (in amounts equal to the applicable Prepayment Price) will be deposited to the Lease Revenue Fund.

(c) Payments of Supplemental Rent pursuant to **Section 4.02** of the Lease will be applied as provided in **Section 4.02** of the Lease.

Undesignated payments of Rent that are insufficient to discharge the full amount then due will be applied first to the Interest Portion of Basic Rent, next to the Principal Portion of Basic Rent and finally to Supplemental Rent.

Section 6.04. Disbursements from the Project Fund.

(a) Money in the Project Fund will be used to pay for Costs of the Project, including Costs of Issuance. Payment will be made from moneys in the Project Fund upon receipt by the Trustee of a requisition certificate therefor signed by an Authorized Representative of the City and, except for requisitions for Personal Property or Costs of Issuance, an architect, engineer or contractor (which architect, engineer or contractor will not be an employee of the City), which requisition certificate will contain the statements, representations and certificates set forth in the form thereof attached hereto as **Exhibit B** and will be otherwise substantially in such form.

In making disbursements for Costs of the Project, the Trustee will be entitled to conclusively rely upon each written requisition certificate executed by the Authorized Representative of the City and, if required, by an architect, engineer or contractor, without inquiry or investigation. It is understood that the Trustee will *not* make any inspections of the Project, make any provision to obtain completion bonds, mechanic's or materialmen's lien releases or otherwise supervise any phase of the construction or furnishing of the Project. The approval of each requisition certificate by the Authorized Representative of the City will constitute unto the Trustee an irrevocable determination that all conditions precedent to the payment of the specified amounts from the Project Fund have been completed. The Trustee will make disbursements to pay Costs of the Project for which any such request is made within five Business Days of the receipt of a properly executed certificate with all necessary supporting information.

(b) The Completion Date of the Improvements and Personal Property and the payment of all Costs of the Project (other than Costs of the Project for which sufficient amounts are retained in the Project Fund) will be evidenced by the filing with the Trustee of the Completion Certificate pursuant to **Section 5.03** of the Lease. As soon as practicable following the receipt by the Trustee of the Completion Certificate, any balance remaining in the Project Fund will be transferred and deposited without further authorization as provided in **Section 5.03** of the Lease.

(c) In the event of the acceleration of all of the Certificates pursuant to **Section 9.02**, any moneys then remaining in the Project Fund will be transferred and deposited to the credit of the Lease Revenue Fund and will be used to pay Basic Rent.

Section 6.05. Application of Moneys in the Lease Revenue Fund. Except as otherwise provided herein, all amounts in the Lease Revenue Fund will be used and withdrawn by the Trustee solely to pay Basic Rent represented by the Certificates when due and payable or on a Prepayment Date.

Section 6.06. Rebate Fund. Moneys will be deposited in and disbursed from the Rebate Fund in accordance with written instructions from the City to the Trustee, prepared in accordance with the provisions of the Tax Compliance Agreement.

Section 6.07. Repayment to the City. After payment in full of all Rent Payments through the maximum Lease Term or the earlier purchase of the Trustee's interest in the Project pursuant to **Section 10.01** of the Lease, all amounts remaining in the Lease Revenue Fund will be paid to the City.

Section 6.08. Payments Due on Days other than Business Days. In any case where the date of maturity of Principal Portions of Basic Rent Payments, Prepayment Price or Interest Portions of Basic Rent Payments represented by the Certificates or the date fixed for prepayment of any Certificates is not a Business Day, then payment of Principal Portions of Basic Rent Payments, Prepayment Price or Interest Portions of Basic Rent Payments represented by the Certificates need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on the date of maturity or the date fixed for redemption, and no interest will accrue for the period after such date.

Section 6.09. Nonpresentment of Certificates. If any Certificate will not be presented for payment when the principal thereof becomes due, either at maturity or otherwise, or at the date fixed for redemption thereof, if funds sufficient to pay such Certificate have been made available to the Trustee, all liability of the Trustee and the City to the Owner thereof for the payment of such Certificate will forthwith cease, determine and be completely discharged, and thereupon it will be the duty of the Trustee to hold such fund or funds, without liability for interest thereon, for the benefit of the Owner of such Certificate, who will thereafter be restricted exclusively to such fund or funds for any claim of whatever nature under this Declaration of Trust or on, or with respect to, said Certificate. If any Certificate will not be presented for payment within one year following the date when such Certificate becomes due, whether by maturity or otherwise, the Trustee will repay, without liability for interest thereon, to the City the funds theretofore held by the Trustee for payment of such Certificate, and such Certificate will, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the City, and the Owner thereof will be entitled to look only to the City for payment, and then only to the extent of the amount so repaid, and the City will not be liable for any interest thereon and will not be regarded as a trustee of such money.

Section 6.10. Separate Accounting of Funds Allocable to each Series of Certificates. The Trustee will maintain separate accounts for funds and securities attributable to each series of Certificates in the Funds held by the Trustee hereunder so that the calculations for each series of Certificates can be made separately for such series. Any transfer of funds or securities or earnings thereon from one fund or account to another will be made to the appropriate account or subaccount of the same series of Certificates to which such funds or securities are attributed. If, at any time, a payment is made to any such fund that is less than the amount due and payable to such fund, the amount payable will be credited *pro rata* to each such separate account within such fund, based on the amount owed to each such account.

ARTICLE VII

DEPOSITARIES OF MONEYS, SECURITY FOR DEPOSITS AND INVESTMENT OF FUNDS

Section 7.01. Moneys to be Held in Trust. All moneys deposited with or paid to the Trustee for account of the Funds under this Declaration of Trust will be held by the Trustee in trust and will be applied only in accordance with this Declaration of Trust and the Lease and (except for the Rebate Fund) until used or applied as herein provided, will constitute part of the Trust Estate and will not be subject to any lien other than the lien of this Declaration of Trust. The Trustee will not be under any liability for interest on any moneys received hereunder except as provided herein.

Section 7.02. Investment of Moneys. Money held in the Funds will, subject to the requirements of the Tax Compliance Agreement and as hereinafter provided, be invested and reinvested by the Trustee, pursuant to written direction of the City, signed by an Authorized Representative of the City, in Investment Securities that mature or are subject to redemption by the owner prior to the date such funds will be needed. In the absence of such instructions, the Trustee is authorized to invest money in

Investment Securities described in subparagraph (d) of the definition of Investment Securities in **Section 1.01**. The Trustee is specifically authorized to implement its automated cash investment system to assure that cash on hand is invested and to charge its normal cash management fees and cash sweep account fees, which may be deducted from income earned on investments, provided that any such fees will not exceed the interest income on the investment.

The Trustee will sell and reduce to cash a sufficient amount of such Investment Securities held by the Trustee in any fund hereunder whenever the cash balance in such Fund is insufficient for the purpose of such Fund. Any such Investment Securities will be held by or under the control of the Trustee and will be deemed at all times a part of the Fund or account in which such moneys are originally held, and the interest accruing thereon and any profit realized from such Investment Securities will be credited to such Fund or account, and any loss resulting from such Investment Securities will be charged to such Fund or account.

For purposes of determining the amount in any Fund or account, the value of any investments will be computed at the market value thereof (excluding accrued interest), the purchase price thereof (excluding accrued interest) or principal amount, whichever is lower.

The Trustee may, in making or disposing of any investment permitted by this **Section 7.02**, deal with itself (in its individual capacity) or with any one or more of its affiliates, whether it or such affiliate is acting as an agent of the Trustee or for any third person or dealing as principal for its own account.

ARTICLE VIII

AMENDMENT OF THE DECLARATION OF TRUST, THE LEASE OR THE LICENSE AND EASEMENT

Section 8.01. Amendments Permitted.

(a) This Declaration of Trust, the Lease and the License and Easement and the rights and obligations of the City and of the Owners of the Certificates and of the Trustee may be modified or amended from time to time and at any time by an amendment or supplement hereto or thereto that the parties hereto or thereto may enter into when the written consent of the Trustee and the City, if not a party hereto or thereto, and the Owners of a majority in aggregate Principal Portion of Basic Rent Payments represented by the Certificates then Outstanding has been filed with the Trustee. No such modification or amendment will (1) extend the stated maturity of any Certificate, or reduce the amount of principal represented thereby, or extend the time of payment or reduce the amount of any Prepayment Price provided in this Declaration of Trust for the payment of any Certificate, or reduce the rate of interest with respect thereto, or extend the time of payment of interest with respect thereto without the consent of the Owner of each Certificate so affected, (2) reduce the specified percentage of Certificates the consent of the Owners of which is required to effect any such modification or amendment or, except in connection with the delivery of any Additional Certificates, permit the creation of any lien on money in the Project Fund or the Lease Revenue Fund or deprive the Owners of the trust created by this Declaration of Trust with respect to the moneys in the Project Fund or the Lease Revenue Fund or (3) create a preference or priority of any Certificate or Certificates over any other Certificate or Certificates without the consent of the Owners of all of the Certificates then Outstanding. Promptly after the execution by the Trustee of any amendment pursuant to this **Section 8.01(a)**, the Trustee will give Notice by Mail, setting forth in general terms the substance of such amendment to the Owners at the addresses listed on the registration books kept by the Trustee pursuant to **Section 3.06**. Any failure to give such notice, or any defect therein, will not, however, in any way impair or affect the validity of any such amendment.

(b) Notwithstanding **Section 8.01(a)**, this Declaration of Trust, the Lease or the License and Easement and the rights and obligations of the City, of the Trustee and of the Owners of the Certificates may also be modified or amended from time to time and at any time by an agreement that the parties hereto or thereto may enter into without the consent of any Certificate Owners, only to the extent permitted by law and only for any one or more of the following purposes:

(1) to add to the covenants and agreements of the Trustee in this Declaration of Trust, other covenants and agreements thereafter to be observed, to pledge or assign additional security for the Certificates (or any portion thereof), or to surrender any right or power herein reserved to or conferred upon the City; provided, however, that no such covenant, agreement, pledge, assignment or surrender will in the sole judgment of the Trustee materially adversely affect the interests of the Trustee or the Owners of the Certificates;

(2) to add to the covenants and agreements of the City in the License and Easement or the Lease, other covenants and agreements thereafter to be observed or to surrender any right or power therein reserved to or conferred upon the Trustee or the City; provided, however, that no such covenant, agreement or surrender will in the sole judgment of the Trustee materially adversely affect the interests of the Owners of the Certificates;

(3) to make such provisions for the purpose of curing any ambiguity, inconsistency or omission, or of curing or correcting any defective provision, contained in this Declaration of Trust, the License and Easement or the Lease, or in regard to matters or questions arising under this Declaration of Trust, the License and Easement or the Lease as the Trustee and the City may deem necessary or desirable and not inconsistent with said agreements, or as may be requested by the City or the Trustee and that will not, in any such case in the sole judgment of the Trustee materially adversely affect the interests of the Owners of the Certificates;

(4) to modify, amend or supplement this Declaration of Trust in such manner as to permit the qualification hereof under the Trust Indenture Act of 1939, as amended, or any similar federal statute hereafter in effect, and to add such other terms, conditions and provisions as may be permitted by said act or similar federal statute, and that will not in the sole judgment of the Trustee materially adversely affect the interests of the Owners of the Certificates;

(5) to provide for any additional procedures, covenants or agreements necessary to maintain the exclusion of the Interest Portion of Basic Rent from gross income for purposes of federal income taxation;

(6) to provide for the execution and delivery of Additional Certificates; or

(7) to make any other change that in the sole judgment of the Trustee does not have a materially adverse effect on the rights of the Certificate Owners.

Section 8.02. Effect of Amendments. Upon the execution of any amendments hereto, pursuant to this **Article VIII**, this Declaration of Trust will be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations under this Declaration of Trust of the Trustee and all Owners of Certificates Outstanding will thereafter be determined, exercised and enforced hereunder subject in all respects to such modification and amendment, and all the terms and conditions of any such amendment will be deemed to be part of the terms and conditions of this Declaration of Trust for any and all purposes.

Section 8.03. Endorsement of Certificates; Preparation of New Certificates. Certificates delivered after the execution of any amendment pursuant to this **Article VIII** may, and if the Trustee so determines will, bear a notation by endorsement or otherwise in form determined by the Trustee as to any modification or amendment provided for in such amendment. In that case, upon presentation of a Certificate for such purpose at the designated corporate trust office of the Trustee, a suitable notation will be made on such Certificate. If the amendment so provides, new Certificates so modified as to conform, in the opinion of the Trustee, to any modification or amendment contained in such amendment, will be prepared and executed by the Trustee, and upon demand of the Owners of any Certificates then Outstanding will be exchanged at the designated corporate trust office of the Trustee, without cost to any Certificate Owner, for Certificates then Outstanding, upon surrender for cancellation of such Certificates in equal aggregate principal amounts of the same maturity, interest rate and tenor.

Section 8.04. Amendment of Particular Certificates. The provisions of this Article will not prevent any Certificate Owner from accepting any amendment as to the particular Certificates held by him, provided that due notation thereof is made on such Certificates.

Section 8.05. Opinion of Counsel. Anything to the contrary in this **Article VIII** notwithstanding, before the Trustee or the City consents to any modification or amendment of this Declaration of Trust, the License and Easement or the Lease, an Opinion of Special Tax Counsel to the effect that such amendment (a) is permitted by this Declaration of Trust and the instrument modified or amended (if other than this Declaration of Trust), (b) complies with their terms, (c) will, upon execution and delivery thereof, be valid and binding upon the City in accordance with the terms of the instrument modified or amended, and (c) will not adversely affect the exclusion from gross income for purposes of federal income taxation of the Interest Portion of Basic Rent Payments represented by the Certificates will be delivered to the Trustee. In any instance in which the Trustee may be required to determine that a modification or amendment will not materially adversely affect the interest of the Owners of the Certificates, prior to consenting to such modification or amendment, the Trustee will be entitled to require that there be delivered to it an Opinion of Counsel to the effect that no such materially adverse affect would result from such modification or amendment. The Trustee will be fully protected and will incur no liability in relying upon such Opinion of Counsel in making such determination.

ARTICLE IX

DEFAULT PROVISIONS AND REMEDIES OF TRUSTEE AND OWNERS OF CERTIFICATES

Section 9.01. Defaults. The occurrence of any of the following events, subject to the provisions of **Section 9.09**, is hereby defined as an “**Event of Default**.”

- (a) Default in the due and punctual payment of any Interest Portion of Basic Rent represented by a Certificate which is not cured within 90 days; or
- (b) Default in the due and punctual payment of the Principal Portion of Basic Rent represented by a Certificate, whether at the stated payment date thereof or the Prepayment Date set therefor in accordance with the terms hereof which is not cured within 90 days; or
- (c) Any Event of Lease Default.

Section 9.02. Acceleration. Upon the occurrence of an Event of Default, the Trustee may, and upon receipt of a Directive will, by notice in writing delivered to the City, declare the Principal Portion

and Interest Portion of Basic Rent represented by all Certificates Outstanding to the end of the then current Fiscal Year immediately due and payable.

Section 9.03. Other Remedies. Upon the occurrence of an Event of Lease Default, the Trustee may exercise any remedies available under the Lease and, to the extent consistent therewith, may sell, lease or manage any portion of the Project or Trustee's interest in the Project and apply the net proceeds thereof in accordance with **Section 9.05** and, whether or not it has done so, may pursue any other remedy available to it under the Lease or at law or in equity.

No remedy by the terms of this Declaration of Trust conferred upon or reserved to the Trustee or to the Certificate Owners is intended to be exclusive of any other remedy, but each and every such remedy will be cumulative and will be in addition to any other remedy given to the Trustee or to the Certificate Owners hereunder or now or hereafter existing at law or in equity or by statute.

No delay or omission to exercise any right or power accruing upon any default will impair any such right or power or will be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

No waiver of any default hereunder whether by the Trustee or by the Certificate Owners will extend to or will affect any subsequent default or will impair any rights or remedies consequent thereon.

Section 9.04. Rights of Certificate Owners. If an Event of Default has occurred and is continuing and if instructed to do so by a Directive and if indemnified as provided in **Sections 9.07** and **11.01(m)**, the Trustee will be obligated to exercise such one or more of the rights and the remedies conferred by this Article as the Trustee, upon the advice of counsel, deems to be in the interests of the Certificate Owners; provided that such Directive will not be otherwise than in accordance with the provisions of law and of this Declaration of Trust, and provided further that the Trustee will have the right to decline to follow any such Directive if the Trustee in good faith determines that the proceedings so directed would involve it in personal liability.

Any other provision herein to the contrary notwithstanding, the Owners of not less than a majority in aggregate principal amount of Certificates then Outstanding will have the right, at any time, by a Directive, to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of this Declaration of Trust, or for the appointment of a receiver or any other proceedings hereunder; provided that such Directive will not be otherwise than in accordance with the provisions of law and of this Declaration of Trust, and provided, further, that the Trustee has been indemnified as provided in **Sections 9.07** and **11.01(m)** and will have the right to decline to follow any such direction if the Trustee in good faith determines that the proceeding so directed would involve it in personal liability.

Section 9.05. Application of Moneys. All money received by the Trustee pursuant to any right given or action taken under the provisions of this Article will, after payment of the costs and expenses of the proceedings resulting in the collection of such money and of the expenses, liabilities and advances (including, without limitation, attorneys' fees and expenses) incurred or made by the Trustee, be deposited into the Lease Revenue Fund and all money in the Lease Revenue Fund will be applied as follows:

- (a) unless the Principal Portions of Basic Rent represented by all the Certificates have become or have been declared due and payable, all such moneys will be applied:

FIRST - To the payment to the persons entitled thereto of the Interest Portions of Basic Rent represented by the Certificates in the order of the maturity of the installments of such interest and, to the payment ratably, according to the amount due on such installments, to the persons entitled thereto, without any discrimination or privilege; and

SECOND - To the payment to the persons entitled thereto of the unpaid Principal Portions of Basic Rent represented by any Certificates that have become due (other than Principal Portions of Basic Rent represented by Certificates with respect to the payment of which moneys are held pursuant to the provisions of this Declaration of Trust) in the order of such due dates, with interest from the respective dates upon which they become due and, if the amount available will not be sufficient to pay in full the Principal Portions of Basic Rent represented by Certificates due on any particular date, together with such interest, then to the payment ratably, according to the amount of principal due on such date, to the persons entitled thereto without any discrimination or privilege except as to any difference in the respective rates of interest specified respecting the Certificates.

(b) If the Principal Portions of Basic Rent represented by all Certificates have become due or have been declared due and payable, all such moneys will be applied to the payment of the Principal Portions and the Interest Portions of the Basic Rent then due and unpaid upon the Certificates without preference or priority of principal over the interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Certificate over any other Certificate, ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or privilege except as to any difference in the respective rates of interest specified respecting the certificates.

(c) If the Principal Portions of the Basic Rent represented by all Certificates have been declared due and payable and if such declaration will thereafter have been rescinded and annulled under the provisions of this Article then subject to the provisions of **Section 9.05(b)** in the event that the Principal Portions of Basic Rent represented by all the Certificates will later become due or be declared due and payable, the moneys will be applied in accordance with the provisions of **Section 9.05(a)**.

Whenever money is to be applied pursuant to the provision of this **Section 9.05**, such money will be applied at such times, and from time to time, as the Trustee will determine, having due regard to the amount of such money available for the application and the likelihood of additional money becoming available for such application in the future. Whenever the Trustee will apply such funds, it will fix the date (which will be a Basic Rent Payment Date unless it deems another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal paid on such dates will cease to accrue. The Trustee will give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date and will not be required to make payment to the Owner of any Certificate until such Certificate is presented to the Trustee for appropriate endorsement or for cancellation if paid in full.

Whenever the Principal Portion and the Interest Portion of all Certificates have been paid under the provisions of this Section, all expenses and charges of the Trustee (including, without limitation, attorneys' fees and expenses) have been paid and any other obligations under the Lease have been paid in full, any balance remaining in the Funds will be paid to the City.

Section 9.06. Remedies Vested in Trustee. All remedies and rights of action (including the right to file proof of claims) under this Declaration of Trust or under any of the Certificates may be enforced by the Trustee without the possession of any of the Certificates or the production thereof in any

trial or other proceedings relating thereto and any such suit or proceeding instituted by the Trustee will be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any Owners of the Certificates. Any recovery of judgment or other amounts will be for the equal benefit of the Owners of the Outstanding Certificates.

Section 9.07. Rights and Remedies of Certificate Owners. No Owner of any Certificates will have any right to institute any suit, action or proceeding in equity or at law for the enforcement of the License and Easement, the Lease or this Declaration of Trust, for the execution of any trust thereof, for the appointment of a receiver or to enforce any other remedy thereunder or hereunder, unless (a) an Event of Default has occurred; (b) the Owners have given a Directive to the Trustee and have offered reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name; (c) such Certificate Owners have provided to the Trustee indemnification satisfactory to the Trustee; and (d) the Trustee thereafter fails or refuses to exercise the powers hereinbefore granted or to institute such action suit or proceedings in its, his, her or their name or names. Such notification, request and indemnity are hereby declared in every case at the option of the Trustee to be conditions precedent to the execution of the powers and the trusts of this Declaration of Trust and to any action or cause of action for the enforcement of this Declaration of Trust or for the appointment of a receiver or for any other right or remedy hereunder. No one or more Owners of the Certificates will have any right in any manner whatsoever to affect, to disturb or to prejudice the lien of this Declaration of Trust by its, his, her or their action or to enforce any right or remedy hereunder except in the manner herein provided and all proceedings at law or in equity will be instituted, had and maintained in the manner herein provided and for the equal benefit of the Owners of all Certificates then Outstanding. Nothing in this Declaration of Trust contained will, however, affect or impair the right of any Certificate Owner to enforce the payment of the Principal Portion of and the Interest Portion of the Basic Rent represented by any Certificate at and after the maturity or earlier Mandatory Prepayment thereof.

Section 9.08. Termination of Proceedings. If the Trustee has proceeded to enforce any right or remedy under the License and Easement, the Lease or this Declaration of Trust by the appointment of a receiver, by entry or otherwise and such proceedings have been discontinued or abandoned for any reason or have been determined adversely, then and in every such case, the City, the Owners and the Trustee will be restored to their former respective positions and rights thereunder and hereunder and all rights remedies and powers of the Trustee will continue as if no such proceeding had been taken.

Section 9.09. Waivers of Defaults. The Trustee will waive any Event of Default and its consequences and rescind any declaration of maturity of principal upon the written request of the Owners of (a) a majority in aggregate principal amount of all Certificates then Outstanding with respect to which a default in the payment of Principal Portion of Basic Rent represented thereby exists; or (b) a majority in aggregate principal amount of all Certificates then Outstanding in the case of any other default; provided, however, that there will not be waived (1) any Event of Default respecting the payment of the Principal Portion of Basic Rent represented by any Certificate at its maturity date, or (2) any Event of Default respecting the payment of the Interest Portion of Basic Rent represented by any Certificate, unless prior to such waiver or rescission, all arrears of principal and interest when due, as the case may be, and all fees, charges and expenses of the Trustee in connection with such default, including, without limitation, attorneys' fees and expenses, have been paid or provided for and, in case any such waiver or rescission or in case any proceeding(s) taken by the Trustee on account of any such default have been discontinued or abandoned or determined adversely, then and in every such case the Trustee, the City and the Certificate Owners will be restored to their former positions and rights hereunder, respectively, but no such waiver or rescission will extend to any subsequent or other default or impair any right consequent thereon.

Section 9.10. Notices of Defaults. Within 30 days after the occurrence of any default hereunder of which the Trustee is required to take notice or if notice of default has been given as provided

in **Section 11.01(f)**, the Trustee will give written notice thereof to the City and Notice by Mail to the Owners of all Certificates then Outstanding (unless such default has been cured or waived; provided, however, that, except in the case of a default in the payment of the Principal Portion or Interest Portion of Basic Rent Payments represented thereby, the Trustee will be protected in withholding such notice if and so long as the Trustee in good faith determines that the withholding of such notice is in the interests of such Owners). For the purpose of this Section, the term “**default**” means any event that is an “Event of Default” as defined in **Section 9.01**.

ARTICLE X

DEFEASANCE

Section 10.01. Discharge of Declaration of Trust.

(a) When (1) the obligations of the City under the Lease have been satisfied in connection with the exercise by the City of its option to purchase the Project in accordance with **Article X** of the Lease by the irrevocable deposit in escrow of money or Government Obligations (maturing as to principal and interest in such amounts and at such times as are necessary to make any required payments without reinvestment of any earnings thereon) or both moneys and Government Obligations, and (2) the City has delivered to the Trustee, (A) an Opinion of Counsel to the effect that the conditions for such discharge contained herein and in **Section 10.02** have been satisfied or irrevocably provided for and (B) an accountant’s certificate verifying the sufficiency of money or Government Obligations or both so deposited for the payment of the Principal Portion and Interest Portion of the Certificates and any applicable Prepayment Price to be paid with respect to the Certificates and (3) the City has deposited sufficient moneys to pay the fees, charges and expenses of the Trustee (or has made provision satisfactory to the Trustee for their payment), thereupon the obligations created by this Declaration of Trust will cease, determine and become void except for the right of the Certificate Owners and the obligation of the Trustee to apply such money and Government Obligations to the payment of the Certificates as herein set forth; provided, however, that all provisions hereof relating to the compensation or indemnification of the Trustee will survive the satisfaction and discharge of this Declaration of Trust.

(b) After all amounts owing to the Certificate Owners have been paid hereunder and under the Lease, the Trustee will turn over to the City any surplus in the Lease Revenue Fund and all balances remaining in any other funds or accounts other than moneys and Government Obligations held for the payment of the Certificates at maturity or on prepayment, which money and Government Obligations will continue to be held by the Trustee in trust for the benefit of the Certificate Owners and will be applied by the Trustee to the payment, when due, of the Principal Portions, Prepayment Price or Interest Portions of Basic Rent represented by the Certificates.

Section 10.02. Deposit of Moneys or Securities. If money or Government Obligations as hereinabove provided, are deposited with and held by the Trustee or other commercial bank or trust company, the Trustee or other commercial bank or trust company will within 30 days after such Government Obligations have been deposited with it give Notice by Mail, to the Owners at the addresses listed on the registration books kept by the Registrar pursuant to **Section 3.06**, setting forth (a) the maturity date or Prepayment Date, as the case may be, of the Certificates, (b) a description of the money and/or Government Obligations, if any, so held by it, and (c) that this Declaration of Trust has been released in accordance with the provisions of this **Section 10.02**. Whenever in this Declaration of Trust or the Lease it is provided or permitted that there be deposited with or held in trust by the Trustee or other commercial bank or trust company moneys or Government Obligations in the necessary amount to pay or prepay any Certificates, the money or Government Obligations so to be deposited or held may include

money or Government Obligations held by the Trustee in the Funds established pursuant to this Declaration of Trust (exclusive of the Project Fund and the Rebate Fund) the principal of and interest on which when due together with any money held by the Trustee for such purpose will provide money sufficient to pay the Principal Portions and Interest Portions of the Basic Rent represented by the Certificates as same becomes due, except that, in the case of Certificates that are to be prepaid prior to maturity and in respect of which irrevocable notice of such prepayment have been given as in **Article V** provided or irrevocable provision satisfactory to the Trustee has been made for the giving of such notice, the amount to be deposited or held will be the Prepayment Price with respect to such Certificates and all unpaid interest to the Prepayment Date.

ARTICLE XI

THE TRUSTEE

Section 11.01. Duties, Immunities and Liabilities of Trustee.

(a) The Trustee will, prior to an Event of Default, and after the curing of all Events of Default that may have occurred, perform only such duties as are specifically set forth in this Declaration of Trust. The Trustee will have no implied duties. The permissive right or power to take any action may not be construed as a duty to take action under any circumstances, and the Trustee will not be liable except in the event of its gross negligence or willful misconduct. The Trustee will, during the existence of any Event of Default, exercise such of the rights and powers vested in it by this Declaration of Trust, and use the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances in the conduct of his own affairs.

(b) The Trustee will not be obligated to risk its own funds in the administration of the Trust Estate. Notwithstanding any provision herein to the contrary, the Trustee need not take any action under this Declaration of Trust that may involve it in any expense or liability until indemnified to its satisfaction for any expense or liability, including liability related to environmental contamination, it reasonably believes it may incur.

(c) The Trustee is not responsible for any recitals contained in this Declaration of Trust or in the Certificates, or for the recording, filing, rerecording or refiling of this Declaration of Trust or security agreements (excluding the continuation of Uniform Commercial Code financing statements) in connection therewith, or for insuring the Project or for collecting any insurance moneys or for the sufficiency of the security for the Certificates. The Trustee makes no representations as to the value or condition of the Trust Estate or any part thereof, or as to the validity or sufficiency of this Declaration of Trust or of the Certificates. The Trustee will not be accountable for the use or application by the City of any of the Certificates or the proceeds thereof or of any money paid to or upon the order of the City under any provision of this Declaration of Trust or the Lease.

(d) The Trustee will not be required to give any bond or surety or report to any court despite any statute, custom or rule to the contrary.

(e) The Trustee may execute any of the duties under this Declaration of Trust by or through agents, attorneys, trustees or receivers and the Trustee will not be responsible for any misconduct or negligence on the part of any agent, attorney, trustee or receiver appointed with due care by it hereunder.

(f) The Trustee will not be required to take notice or be deemed to have notice of any default, Event of Default or other fact or event under this Declaration of Trust other than the City's failure

to pay Basic Rental Payments required by **Section 4.01** of the Lease, unless the Trustee is specifically notified in writing of the default or Event of Default, fact or event by the City or the Owners of not less than 25% of the unpaid Principal Portion of Basic Rental Payments represented by the Certificates then Outstanding.

(g) The Trustee may consult legal counsel, may conclusively rely on the opinion or advice of such legal counsel and will not be liable for any act or omission taken or suffered pursuant to the opinion or advice of such counsel. The fees and expenses of the counsel will be deemed to be a proper expense of the Trustee.

(h) Unless specifically required by the terms of this Declaration of Trust, the Trustee need not take notice of or enforce any other document or relationship, including any contract, settlement, arrangement, plan, assignment, pledge, release, decree or the like, other than the Lease, but its duties will be solely as set out in this Declaration of Trust.

(i) The Trustee may be removed at any time by a Directive. The Trustee will give written notice of any removal pursuant to this **Section 11.01(i)** to the City. The Trustee will resign at any time the Trustee ceases to be eligible in accordance with **Section 11.01(l)**, or becomes incapable of acting, or is adjudged as bankrupt or insolvent, or a receiver of the Trustee or its property is appointed, or any public officer takes control or charge of the property or affairs of the Trustee for the purpose of rehabilitation, conservation or liquidation, and thereupon a successor Trustee will be appointed by a Directive.

(j) The Trustee may at any time resign by giving written notice of such resignation to the City and by giving the Certificate Owners Notice by Mail of such resignation at the addresses listed on the registration books kept by the Registrar pursuant to **Section 3.06**. Upon receiving such notice of resignation, a successor Trustee will be appointed by a Directive.

(k) Any removal or resignation of the Trustee and appointment of a successor Trustee will become effective only upon acceptance of appointment by the successor Trustee. If no successor Trustee has been appointed and has accepted appointment within 45 days of giving notice of removal or notice of resignation as provided, the resigning Trustee or any Certificate Owner (on behalf of himself and all other Certificate Owners) may petition any court of competent jurisdiction for the appointment of a successor Trustee, and such court may thereupon, after such notice (if any) as it may deem proper, appoint such successor Trustee. Any successor Trustee appointed under this Declaration of Trust will signify its acceptance of such appointment by executing and delivering to the City and to its predecessor Trustee a written acceptance thereof, and thereupon such successor Trustee, without any further act, deed or conveyance, will become vested with all the moneys, estates, properties, rights, powers, trusts, duties and obligations of such predecessor Trustee held by it as security for the Certificates, including its interest in the License and Easement and the Lease, with like effect as if originally named Trustee herein and the duties and obligations of the predecessor Trustee hereunder will thereafter cease and terminate; but, nevertheless at the request of the City or the request of the successor Trustee, such predecessor Trustee will execute and deliver any and all instruments of conveyance or further assurance and do such other things as may reasonably be requested for more fully and certainly vesting in and confirming to such successor Trustee all the right, title and interest of such predecessor Trustee in and to any property held by it under this Declaration of Trust and will pay over, transfer, assign and deliver to the successor Trustee any money or other property subject to the trusts and conditions herein set forth. Upon request of the predecessor or the successor Trustee, the City will execute and deliver any and all instruments as may be reasonably required for more fully and certainly vesting in and confirming to such successor Trustee all such money, estates, properties, rights, powers, trusts, duties and obligations. Upon acceptance of appointment by a successor Trustee as provided in this **Section 11.01(k)**, such successor Trustee will cause Notice by Mail to all Owners of such acceptance.

(l) Any Trustee appointed under the provisions of this **Section 11.01** in succession to the Trustee will be a state or national trust company or bank having the powers of a trust company and being duly authorized to execute trust powers having a designated corporate trust office in the State, in good standing in the State, having a combined capital and surplus of at least fifty million dollars (\$50,000,000), and subject to supervision and examination by federal or state authority. If such bank or trust company publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purpose of this subsection the combined capital and surplus of such bank or trust company will be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. In case at any time the Trustee will cease to be eligible in accordance with the provisions of this **Section 11.01(l)**, the Trustee will resign immediately in the manner and with the effect specified in this **Section 11.01**.

(m) Notwithstanding anything elsewhere in this Declaration of Trust, the Lease or the License and Easement contained, before taking any action under this Declaration of Trust (except with respect to acceleration of the Certificates and payment of the Certificates upon such acceleration or any payments of the Certificates when due), the Trustee may require that satisfactory indemnity be furnished to it for the reimbursement of all reasonable fees, costs and expenses (including, without limitation, attorneys' fees and expenses) to which it may be put and to protect it against all liability that it may incur in or by reason of such action, including without limitation liability in connection with environmental contamination, and the cleanup thereof, except liability that is adjudicated to have resulted from its gross negligence or willful misconduct by reason of any action so taken.

(n) The Trustee may elect not to proceed in accordance with the directions of the Owners of the Certificates without incurring any liability to the Certificate Owners if in the opinion of the Trustee such direction may result in environmental or other liability to the Trustee, in its individual capacity, for which the Trustee has not received indemnity from the Certificate Owners, and the Trustee may rely upon an Opinion of Counsel addressed to the Trustee in determining whether any action directed by Certificate Owners may result in such liability.

(o) The Trustee may inform the Certificate Owners of environmental hazards that the Trustee has reason to believe exist, and the Trustee has the right to take no further action and, in such event no fiduciary duty exists that imposes any obligation for further action with respect to the Trust Estate or any portion thereof if the Trustee, in its individual capacity, determines that any such action would materially and adversely subject the Trustee to environmental or other liability for which the Trustee has not received indemnity pursuant to this Declaration of Trust.

(p) Notwithstanding any other provision of this Declaration of Trust to the contrary, any provision intended to provide authority to act, right to payment of fees and expenses, protection, immunity and indemnification to the Trustee will be interpreted to include any action of the Trustee whether it is deemed to be in its capacity as Trustee, Registrar or Paying Agent.

(q) The Trustee will not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with **Section 7.02**.

(r) The Trustee will not be responsible for the use of any Certificates executed and delivered hereunder.

(s) Any action taken by the Trustee pursuant to and in accordance with this Declaration of Trust upon the request or authority or consent of any person who, at the time of making such request or giving such authority or consent is the Owner of any Certificate will be conclusive and binding upon all

future Owners of the same Certificate and upon Certificates delivered in exchange therefor or upon transfer or in place thereof.

(t) The Trustee will have the right, but will not be required, to demand, in respect of the execution of any Certificate, the withdrawal of any moneys, the release of any property, or any action whatsoever within the purview of this Declaration of Trust, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required, as a condition of such action by the Trustee as are deemed desirable for the purpose of establishing the right of the City to any such action.

(u) The Trustee may become the owner of Certificates with the same rights it would have if it were not Trustee, and, to the extent permitted by law, may act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Certificate Owners, whether or not such committee will represent the Owners of a majority in principal amount of the Certificates then Outstanding.

Section 11.02. Merger or Consolidation. Any entity into which the Trustee may be merged or converted or with which it may be consolidated or any entity resulting from any merger, conversion or consolidation to which it will be a party or any entity to which the Trustee may sell or transfer all or substantially all of its corporate trust business, provided such company will be eligible under **Section 11.01(i)** will be the successor to such Trustee, without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding.

Section 11.03. Liability of Trustee; Indemnity. The Trustee will not be liable in connection with the performance of its duties hereunder, except for its own gross negligence or willful misconduct.

Before taking any action under this Declaration of Trust (except with respect to acceleration of the Certificates and payment of the Certificates upon such acceleration or any payments of the Certificates when due), the Trustee may require that satisfactory indemnity be furnished to it for the reimbursement of all reasonable fees, costs and expenses to which it may be put and to protect it against all liability, except liability that is adjudicated to have resulted from its gross negligence or willful misconduct by reason of any action so taken.

Section 11.04. Right of Trustee to Rely on Documents. The Trustee will be protected in acting upon any notice, resolution, ordinance, request, consent, order, certificate, report, opinion, Directive or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Trustee may consult with counsel, who may be counsel of or to the City, with regard to legal questions, and the opinion or advice of such counsel will be full and complete authorization and protection in respect of any action taken, omitted or suffered by it hereunder in good faith and in accordance therewith.

Whenever in the administration of the trusts imposed upon it by this Declaration of Trust the Trustee deems it necessary or desirable that a matter be proved or established prior to taking or omitting or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a statement signed by the Authorized Representative, and such statement will be full warrant to the Trustee for any action taken, omitted or suffered in good faith under the provisions of this Declaration of Trust in reliance upon such statement, and, prior to the occurrence of a default of which the Trustee has been notified as provided in **Section 11.01(f)** or of which by said section it is deemed to have notice, the Trustee will also be at liberty to accept a similar statement to the effect that any particular dealing, transaction or action is

necessary or expedient, but in its discretion the Trustee may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

Section 11.05. Preservation and Inspection of Documents. All documents received by the Trustee under the provisions of this Declaration of Trust will be retained in its possession until six months after payment in full of all Certificates and the discharge of this Declaration of Trust and will be subject at all reasonable times to the inspection of the City and any Certificate Owner, and their agents and representatives duly authorized in writing, at reasonable hours and under reasonable conditions.

ARTICLE XII

MISCELLANEOUS

Section 12.01. Survival of Provisions. The obligations of the Trustee with respect to matters arising before the termination of this Declaration of Trust (including any indemnification obligations and any obligation to pay additional interest) will survive the termination of this Declaration of Trust.

Section 12.02. No Third Party Beneficiaries. No persons other than the City, the Trustee, the Owners of Certificates and the successors and assigns of such persons, will have any rights whatsoever under this Declaration of Trust.

Section 12.03. Notices. It will be sufficient service of any notice, request, complaint, demand or other paper required by this Declaration of Trust or the Lease to be given or filed with the Trustee or the City if the same will be duly mailed by registered or certified mail with postage prepaid (except as indicated in (a) below) addressed as follows, provided that any of the foregoing given to the Trustee will be effective only upon receipt:

(a) To the Owners of the Certificates if the same will be duly mailed by first class mail, postage prepaid, addressed to each of the Owners of Certificates at the time Outstanding at their addresses as shown by the register maintained pursuant to **Section 3.06**.

(b) If to the City: The City of Bellevue, Nebraska
210 W. Mission Avenue
Bellevue, Nebraska 68005
Attention: Finance Director

(c) If to the Trustee: BOKF, National Association
1248 O Street
Suite 732
Lincoln, Nebraska 68508
Attention: Corporate Trust Department

A duplicate copy of each notice, certificate or other communication given hereunder, or pursuant to the Lease or the License and Easement to any of the parties mentioned in this **Section 12.03** will be given to all other parties mentioned herein (other than the Owners of the Certificates unless a copy is required to be furnished to them by other provisions of this Declaration of Trust). The Trustee or the City may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications will be sent to it.

Section 12.04. Waiver of Personal Liability.

(a) All obligations or liabilities under this Declaration of Trust on the part of the Trustee are solely obligations or liabilities of the Trustee in its capacity hereunder as a corporate trustee of the Trust Estate. To the extent permitted by law, the City hereby releases each and every director, officer, agent, attorney or employee of the Trustee from any personal or individual liability under this Declaration of Trust. No director, officer, agent, attorney or employee of the Trustee will at any time or under any circumstances be individually or personally liable under this Declaration of Trust for anything done or omitted to be done by the Trustee hereunder.

(b) All obligations or liabilities under this Declaration of Trust on the part of the City are solely obligations or liabilities of the City as a political subdivision. To the extent permitted by law, the Trustee hereby releases each and every official, member, employee or agent of the City from any personal or individual liability under this Declaration of Trust. No official, member, employee or agent of the City will at any time or under any circumstances be individually or personally liable under this Declaration of Trust for anything done or omitted to be done by the City hereunder.

Section 12.05. Declaration of Trust Binding Upon Trustee and Successors. This Declaration of Trust will inure to the benefit of and will be binding upon the Trustee and its successors and assigns, subject to the limitations contained herein.

Section 12.06. Electronic Transactions. The transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents will be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

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IN WITNESS WHEREOF, the Trustee, has caused this Declaration of Trust to be executed by its duly authorized corporate officers, all as of the day and year indicated above.

BOKF, National Association, Trustee

(SEAL)

By: _____
Vice President

ATTEST:

By: _____
Authorized Officer

EXHIBIT A

TO DECLARATION OF TRUST, DATED AS OF _____, 2017,
EXECUTED BY BOKF, NATIONAL ASSOCIATION, AS TRUSTEE

FORM OF CERTIFICATE OF PARTICIPATION

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”), to the Trustee or its agent for registration of transfer, exchange or payment, and any certificate delivered is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co., or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

NUMBER R-__

\$ _____

CERTIFICATES OF PARTICIPATION
SERIES 2017

Evidencing a Proportionate Interest
in Rent Payments to be made by
The City of Bellevue, Nebraska
Pursuant to a Lease Purchase Agreement

<u>Certificate</u>	<u>Payment Date</u>	<u>Date</u>	<u>CUSIP</u>
<u>Interest Rate</u>			
	_____, 20____, 2017		

Registered Owner: CEDE & CO.

Principal Amount:

THIS IS TO CERTIFY that the registered owner identified above of this Certificate of Participation (the “**Certificate**”) is the owner of the proportionate interest hereinafter stated in that certain Lease Purchase Agreement, dated as of _____, 2017 (the “**Lease**”), between BOKF, National Association, a national banking corporation organized and existing under the laws of the State of Nebraska (the “**Trustee**”), and The City of Bellevue, Nebraska, a city of the first class (the “**City**”), including payments of Basic Rent to be made thereunder (the “**Basic Rent Payments**”). The City is authorized to enter into the Lease pursuant to applicable laws, including the constitution and statutes of the State of Nebraska and Ordinance No. _____ of the City. This Certificate is subject to the Declaration of Trust, dated as _____, 2017, by the Trustee, as amended or supplemented from time to time (the “**Declaration of Trust**”), which is on file at the designated corporate trust office of the Trustee located in Bellevue, Nebraska. Capitalized terms used herein and not otherwise defined have the meanings assigned to such terms in the Declaration of Trust.

THE REGISTERED OWNER of this Certificate is entitled to receive, subject to the terms of the Lease and the Declaration of Trust, on the payment date specified above (the “**Certificate Payment Date**”), or if selected for prepayment, on the Prepayment Date, the principal sum specified above, representing a portion of the Basic Rent Payment designated as principal coming due on the Certificate Payment Date, and to receive the registered Owner’s proportionate share of Basic Rent Payments designated as interest on _____ and _____ commencing on _____, 2017, to and including the Certificate Payment Date or the Prepayment Date, whichever is earlier. Such proportionate share of the Basic Rent Payments designated as interest is computed on the principal sum specified above from _____, 2017, or the most recent date to which such interest has been paid, at the interest rate specified above on the basis of a 360-day year of twelve 30-day months.

SUCH AMOUNTS are payable in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts. The amounts representing principal or prepayment price are payable by check or draft at the designated corporate trust office of the Registrar upon the presentation and surrender of this Certificate; the amounts representing interest are payable to the person in whose name this Certificate is registered in the register maintained by the Trustee as of the close of business on the last day of the month immediately preceding the month in which such Payment is due (a “**Record Date**”) by check or draft mailed to such registered Owner at his address as it appears in said register or in the case of an amount representing interest to be paid to any registered Owner of Certificates representing an aggregate amount of principal of \$5,000 or more, by electronic transfer to such registered Owner upon written notice give to the Trustee by such registered Owner not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank (which will be in the continental United States), ABA routing number and account number to which such registered Owner wishes to have such transfer directed.

This Certificate is one of a duly authorized series of certificates of participation designated “Certificates of Participation, Series 2017, Evidencing a Proportionate Interest in Basic Rent Payments to be Made by The City of Bellevue, Nebraska, Pursuant to a Lease Purchase Agreement” (the “**Certificates**”) for the purpose of providing funds to pay the costs of (a) acquiring renovations and associated furnishings and equipment for City Hall and the City’s swimming pools and related facilities and equipment for use by the City (the “**Improvements**”), owned and operated by the City, (b) purchasing certain items of personal property in connection with the Improvements (the “**Personal Property**”) and (c) paying certain costs connected to the execution and delivery of the Certificates. This Certificate has been executed by the Trustee pursuant to and is governed by the terms of the Declaration of Trust. Copies of the Lease and the Declaration of Trust are on file at the office of the City and at the designated corporate trust office of the Trustee, and reference to the Lease and the Declaration of Trust and any and all amendments and supplements thereto is made for a description of the pledges and covenants of the City securing the Basic Rent Payments, the nature, extent and manner of enforcement of such pledges and covenants and the rights and the terms and conditions upon which the Certificates are delivered thereunder.

The Declaration of Trust permits certain amendments or supplements to the Declaration of Trust and the Lease not prejudicial to the Certificate Owners to be made without the consent of or notice to the Certificate Owners, certain other amendments or supplements thereto to be made with the consent of the Owners of not less than a majority in aggregate principal amount of the Certificates then Outstanding and other amendments or supplements thereto to be made only with the consent of all Certificate Owners.

If certain conditions are met, the Lease may be amended without the consent of or notice to the Certificate Owners to increase the amount of Basic Rent payable by the City, and additional certificates of

participation evidencing interests in such increased Basic Rent may be executed and delivered under the Declaration of Trust. Such certificates of participation would be on a parity with the Certificates.

The Series 2017 Certificates that evidence Principal Portions of Basic Rent payable to Certificate Owners on or after _____, 20__, will be subject to optional prepayment, as a whole or in part, on or after _____, 20__, at a Prepayment Price equal to 100% of the Principal Portion of Basic Rent represented by the Series 2017 Certificates being prepaid, plus the Interest Portion of Basic Rent accrued to the Prepayment Date, from amounts paid by the City upon the exercise of its option to purchase the Trustee's interest in the Project or partially prepay Basic Rent Payments pursuant to the terms of the Lease.

In the event any of the Certificates are to be prepaid, notice thereof identifying the Certificates to be prepaid will be given by first class mail, postage prepaid, mailed not more than 60 days and not less than 30 days prior to the Prepayment Date to each registered Owner of Certificates to be prepaid. The failure of the registered Owner of any Certificate to be so prepaid to receive notice of prepayment mailed as herein provided will not affect or invalidate the prepayment of such Certificate. All Certificates for which notice of prepayment is given will cease to bear interest on the specified Prepayment Date, provided moneys or certain securities for their prepayment are on deposit at the place of payment at that time, will cease to be entitled to any benefit or security under the Declaration of Trust and will no longer be deemed to be outstanding under the Declaration of Trust.

This Certificate will be transferable upon the Certificate register, which will be kept for that purpose at the designated corporate trust office of the Trustee, upon surrender and cancellation of this Certificate together with a written instrument of transfer satisfactory to the Trustee duly executed by the registered Owner of his, her or its duly authorized attorney and upon payment of the charges provided in the Declaration of Trust. Upon such transfer a new fully registered Certificate or Certificates of the same maturity and aggregate principal amount will be delivered to the transferee. The Trustee may treat the registered Owner hereof as the absolute Owner hereof for all purposes, and the Trustee will not be affected by any notice to the contrary.

The Certificates are being delivered by means of a book-entry system with no physical distribution of certificates to be made except as provided in the Declaration of Trust. One Certificate with respect to each Certificate Payment Date, registered in the nominee name of the Securities Depository, is being delivered. The book-entry system will evidence positions held in the Certificates by the Securities Depository's participants, beneficial Ownership of the Certificates in authorized denominations being evidenced in the records of such participants. Transfers of Ownership will be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The Trustee will recognize the Securities Depository nominee, while the registered Owner of this Certificate, as the Owner of this Certificate for all purposes, including (a) payments of the Principal Portions of Basic Rent and the Interest Portion of Basic Rent, (b) notices and (c) voting. Transfers of the Principal Portion and Interest Portion of Basic Rent to participants of the Securities Depository, and transfers of Principal Portion and Interest Portion of Basic Rent to beneficial Owners of the Certificates by participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial Owners. The Trustee will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the Owner of this Certificate, notwithstanding the provision hereinabove contained, payments on this Certificate will be made in accordance with existing arrangements among the City, the Trustee and the Securities Depository.

EXCEPT AS OTHERWISE PROVIDED IN THE DECLARATION OF TRUST, THIS GLOBAL CERTIFICATE MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY.

The Certificates may be delivered in the form of fully registered Certificates in the denomination of \$5,000 or any integral multiple thereof, subject to certain limitations and as otherwise provided in the Declaration of Trust. The Certificates, upon surrender thereof at the designated corporate trust office of the Trustee with a written request for exchange satisfactory to the Trustee duly executed by the registered Owner of his, her or its duly authorized attorney in writing, may be exchanged for an equal aggregate principal amount of fully registered Certificates of any authorized denomination of the same maturity. No service charge will be made for any transfer or exchange of Certificates, but the Trustee may require payment of any tax or governmental charge in connection therewith.

THE TRUSTEE has no obligation or liability to the registered Owners of the Certificates to make payments of principal or interest with respect to the Certificates. The Trustee's sole obligations are to administer, for the benefit of the registered Owners thereof, the various funds and accounts established under the Declaration of Trust.

THE CITY has certified, recited and declared that all acts, conditions and things required by the constitution and statutes of the State of Nebraska and the Lease to exist, to have happened and to have been performed precedent to the delivery of the Lease, exist, have happened and have been performed in due time, form and manner as required by law.

IN WITNESS WHEREOF, the Trustee has caused this Certificate to be executed by an authorized signatory the date set forth above.

**BOKE, NATIONAL ASSOCIATION,
LINCOLN, NEBRASKA
not in its individual capacity but solely as
Trustee under the Declaration of Trust,
dated as of _____, 2017**

By: _____
Authorized Signatory

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

Please Print or Typewrite Name, Address and
Employee Identification Number or Social Security Number of Transferee

the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints _____ Attorney to transfer the within Certificate on the register kept for registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular.

Signature Guaranteed By:

(Name of Eligible Guarantor Institution as defined by SEC Rule 17 Ad-15 (17 CFR 240.17 Ad-15) or such other similar rule as Trustee may deem applicable)

By: _____
Title: _____

EXHIBIT B

**TO DECLARATION OF TRUST, DATED AS OF _____, 2017,
EXECUTED BY BOKF, NATIONAL ASSOCIATION, AS TRUSTEE**

FORM OF REQUISITION CERTIFICATE

FOR COSTS OF THE PROJECT

Request No. _____

Date: _____

**WRITTEN REQUEST FOR DISBURSEMENT FOR
COSTS OF THE PROJECT**

To: BOKF, National Association
1248 O Street
Suite 732
Lincoln, Nebraska 68508
Attention: Corporate Trust Department

Ladies and Gentlemen:

Pursuant to **Section 5.02** of the Lease Purchase Agreement (the "**Lease**") between BOKF, National Association, (the "**Trustee**") and The City of Bellevue, Nebraska (the "**City**"), and **Section 6.04** of the Declaration of Trust (the "**Declaration of Trust**"), both dated as of _____, 2017, the City hereby requests payment in accordance with this request and said sections of the Lease and the Declaration of Trust, and the City hereby states and certifies that (a) all terms of this request are used with the meanings used in the Lease and the Declaration of Trust, (b) the names of the persons, firms or corporations, if any, to whom the payments requested hereby are due, the amounts to be paid are as set forth on **Attachment I** hereto, (c) the amount hereby requested has been paid or is justly due and is hereby requested to be paid to contractors, subcontractors, materialmen, engineers, architects or other persons (which may include the City) (whose names and addresses are stated on **Attachment I** hereto) who have performed necessary and appropriate work or furnished necessary and appropriate materials in the acquisition, construction and installation of the Improvements or Personal Property (a brief description of such work and materials and the several amounts so paid or due being set forth on **Attachment I** hereto), (d) no part of the several amounts paid or due, as stated in this certificate has been, is being or will be made the basis for the withdrawal of any moneys in any previous, pending or subsequently filed certificate, (e) the amount remaining to be paid from the Project Fund to pay the remaining Costs of the Project to be paid from the Series 2017 Certificates (as defined in the Declaration of Trust), together with other moneys set aside by the City to pay Costs of the Project, will, after payment of the amounts requested, be sufficient to pay the cost of completing the Improvements and Personal Property in accordance with an estimate of cost of work not yet completed, it being understood that no moneys in the Project Fund may be disbursed to pay Costs of the Project unless after such expenditure the remaining moneys remaining in the Project Fund, together with any other funds available and committed by the City, are sufficient to pay such remaining Costs of the Project s to be paid from the Series 2017 Certificates (as defined in the Declaration of Trust), (f) this certificate contains no request for payment on account of any retained percentage that the City is at the date of such certificate entitled to retain, (g) there has not been filed with or served upon the City any notice of any lien, right to a lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the respective amounts stated in said certificate that has not been released or will not be released simultaneously with the payment of such obligation, and (h) for the purpose of assuring proper direction and credit of

payment, invoices, statements, vouchers or bills for the amounts requested, except as to any retainage, related to amounts specified in this certificate are attached hereto.

THE CITY OF BELLEVUE, NEBRASKA

By: _____
Authorized Representative

Pursuant to **Section 5.02** of the Lease and **Section 6.04** of the Declaration of Trust, the City hereby states and certifies that (a) each of the City's representations contained in the Lease or the License and Easement is true, correct and not misleading as though made as of the date hereof, and (b) no event exists that constitutes, or with the giving of notice of the passage of time or both would constitute, an Event of default.

THE CITY OF BELLEVUE, NEBRASKA

By: _____
Authorized Representative

**ATTACHMENT I
TO WRITTEN REQUEST FOR DISBURSEMENT FROM
THE CITY OF BELLEVUE, NEBRASKA
PROJECT FUND**

SCHEDULE OF PAYMENTS REQUESTED

<u>Payee and Address</u>	<u>Amount</u>	<u>Description</u>
--------------------------	---------------	--------------------

EXHIBIT C

**TO DECLARATION OF TRUST, DATED AS OF _____, 2017,
EXECUTED BY BOKF, NATIONAL ASSOCIATION, AS TRUSTEE**

PAYMENT SCHEDULE FOR SERIES 2017 CERTIFICATES

Principal Portion Date (_____)	Principal <u>Amount</u>	Rate of Interest on <u>Interest Portion</u>
-----------------------------------	----------------------------	---

EXHIBIT D-1

**TO LEASE PURCHASE AGREEMENT, DATED AS OF _____, 2017, BETWEEN
BOKF, NATIONAL ASSOCIATION AND THE CITY OF BELLEVUE, NEBRASKA, AND TO
DECLARATION OF TRUST, DATED AS OF _____, 2017 BY BOKF, NATIONAL
ASSOCIATION**

PERSONAL PROPERTY

[INSERT DESCRIPTION]

EXHIBIT D-2

**TO LEASE PURCHASE AGREEMENT, DATED AS OF _____, 2017,
BETWEEN BOKF, NATIONAL ASSOCIATION AND THE CITY OF
BELLEVUE, NEBRASKA AND TO DECLARATION OF TRUST, DATED AS OF
_____, 2017 BY BOKF, NATIONAL ASSOCIATION.**

THE SITE

10a

11-13-17

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE:	11/13/17	AGENDA ITEM TYPE:
		SPECIAL PRESENTATION <input type="checkbox"/>
		LIQUOR LICENSE <input type="checkbox"/>
		ORDINANCE <input type="checkbox"/>
		PUBLIC HEARING <input checked="" type="checkbox"/>
		RESOLUTION <input type="checkbox"/>
		CURRENT BUSINESS <input type="checkbox"/>
		OTHER (SEE CLERK) <input type="checkbox"/>

SUBJECT:

Public Hearing on the request of the Bellevue Economic Enhancement Foundation/Bellevue Chamber of Commerce/Marathon Ventures/Salvation Army for a Fireworks Display at 901 Fort Crook Road North on November 17,2017, in conjunction with the Salvation Army Big Red Kettle Kick-off Celebration

SYNOPSIS:

Marathon Ventures is a big supporter of the Salvation Army's Red Kettle campaign and would like to have a fireworks display during the kickoff celebration.

FISCAL IMPACT:

n/a

BUDGETED ITEM: YES NO

PROJECT # & TRACKING INFORMATION:

[Empty box for project and tracking information]

RECOMMENDATION:

Approval of the request

BACKGROUND:

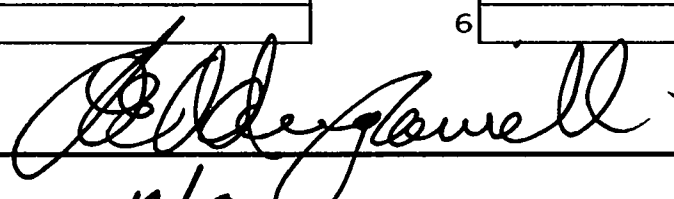
Any requests for a fireworks display outside of the normal times for fireworks must be held as a public hearing before the City Council. All, if any, permits are to be obtained by the fireworks operators through the State.

ATTACHMENTS:

- 1 Letter from Jim Ristow
- 2
- 3

- 4
- 5
- 6

SIGNATURES:

ADMINISTRATOR APPROVAL: 

FINANCE APPROVAL: n/a

LEGAL APPROVAL: n/a

MEMO

To: Mayor Rita Sanders
Bellevue City Council

From: Jim Ristow, President & CEO

Date: November 1, 2017

Re: Big Red Kettle Kickoff – Fireworks

The Bellevue Economic Enhancement Foundation in partnership with the Salvation Army and Marathon Ventures are thrilled to kick off the Big Red Kettle drive in Bellevue. One of the highlights of the event is the Fireworks Display on Friday evening, November 17th. In light of the City of Bellevue Fireworks Ordinance, I'd like to request permission from the City to have a fireworks display on Friday, November 17, 2017 at approximately 6:45 p.m. at Marathon Ventures on Fort Crook Road.

Thank you for your time and consideration.

A handwritten signature in black ink that reads "Jim Ristow". The signature is written in a cursive, flowing style.

CITY OF BELLEVUE, NEBRASKA
 AGENDA ITEM COVER SHEET

106
 11-13-17

COUNCIL MEETING DATE:	November 13, 2017	AGENDA ITEM TYPE:
SUBMITTED BY: Chris Shewchuk, Planning Director <i>CMS</i>	SPECIAL PRESENTATION	<input type="checkbox"/>
	LIQUOR LICENSE	<input type="checkbox"/>
	ORDINANCE	<input type="checkbox"/>
	PUBLIC HEARING	<input checked="" type="checkbox"/>
	RESOLUTION	<input type="checkbox"/>
	CURRENT BUSINESS	<input type="checkbox"/>
	OTHER (SEE CLERK)	<input type="checkbox"/>

SUBJECT:

Request for approval of the final plat of Lots 1 through 81 and Outlots A through H, Belle Lago, and request for approval of the Belle Lago Subdivision Agreement. Applicant: Boyer-Young Development. General Location: 45th Street and Capehart Road.

SYNOPSIS:

Tim Young, for Boyer-Young Development, is requesting approval of the final plat of Lots 1 through 81 and Outlots A through H, Belle Lago, and approval of the Belle Lago Subdivision Agreement. The preliminary plat and change of zone for this area was approved by the City Council on October 9, 2017. The final plat is in conformance with the approved preliminary plat.

FISCAL IMPACT:

None

BUDGETED ITEM: YES NO

PROJECT # & TRACKING INFORMATION:

N/A

RECOMMENDATION:

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

BACKGROUND:

Tim Young, for Boyer-Young Development, is requesting approval of the final plat of Lots 1 through 81 and Outlots A through H, Belle Lago. This final plat represents the first phase of this development; the second phase will consist of platting Outlots G and H. The second phase cannot be completed until the land to the south is developed and provides access to the area. This final plat is in conformance with the approved preliminary plat. The applicant is also requesting approval of the Belle Lago Subdivision Agreement. The Subdivision Agreement has been reviewed by the City Attorney's office.

ATTACHMENTS:

- | | | | |
|---|----------------------------------|---|--|
| 1 | PC recommendation | 4 | |
| 2 | Planning Department staff report | 5 | |
| 3 | Subdivision Agreement | 6 | |

SIGNATURES:

ADMINISTRATOR APPROVAL: *[Signature]*
 FINANCE APPROVAL: *[Signature]*
 LEGAL APPROVAL: *[Signature]*

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: Boyer-Young Development

GENERAL LOCATION: 48th Street and Capehart Road

CASE #: S-1709-12

CITY COUNCIL HEARING DATE: November 13, 2017

REQUEST: to final plat Lots 1 through 81, and Outlots A through H, Belle Lago, located in part of the Northwest ¼, Section 8, T13N, R13E of the 6th P.M., Sarpy County, Nebraska.

On October 19, 2017, the City of Bellevue Planning Commission voted eight yes, zero no, zero abstained, and zero absent to recommend:

APPROVAL based upon conformance with the preliminary plat.

VOTE:

Yes:	Eight:	No:	No:	Abstain:	Zero:	Absent:	None:
	Madden						
	Cain						
	Baumgartner						
	Jacobson						
	Ackley						
	Ackley						
	Casey						
	Ritz						

Planning Commission Hearing (s) was held on: October 19, 2017

CITY OF BELLEVUE PLANNING DEPARTMENT

RECOMMENDATION REPORT # 2

CASE NUMBER: S-1707-12

FOR HEARING OF:

REPORT #1: October 19, 2017

REPORT #2: November 13, 2017

I. GENERAL INFORMATION

A. APPLICANT:

Boyer-Young Development
Attn: Tim Young
9719 Giles Road
LaVista, NE 68128

B. PROPERTY OWNERS:

Mary P. Moore
517 South Jackson Street
Papillion, NE 68046

Boyer-Young Development
9719 Giles Road
LaVista, NE 68128

C. GENERAL LOCATION:

Southeast corner of 48th Street and Capehart Road

D. LEGAL DESCRIPTION:

Lots 1 through 81, and Outlots A through H, Belle Lago, being a platting of Tax Lots 14 and 15, located the Northwest ¼ of Section 8, T13N, R13E of the 6th P.M., Sarpy County, Nebraska.

E. REQUESTED ACTION:

1. Final plat Lots 1 through 81, and Outlots A through H, Belle Lago
2. Approval of the Belle Lago Subdivision Agreement

F. EXISTING ZONING AND LAND USE:

AG, Vacant/Single Family Residential

G. PURPOSE OF REQUEST:

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

H. SIZE OF SITE:

The site is approximately 60 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

The site was most recently used agriculturally, and also contains a pond. The applicant has recently graded the property. Proposed Lot 1 contains a single family residence constructed in 1949, along with several accessory structures.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

1. **North:** Agricultural/Vacant, AG
2. **East:** Agricultural/Vacant, AG
3. **South:** Agricultural/Vacant, AG
4. **West:** Agricultural/Single Family Residential, AG and RE

C. REVELANT CASE HISTORY:

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

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

3. On October 19, 2017, the Planning Commission recommended approval of a request to final plat Lots 1 through 81, and Outlots A through H, Belle Lago, being a platting of Tax Lots 14 and 15, located in the Northwest ¼ of Section 8, T13N, R13E of the 6th P.M., Sarpy County, Nebraska.

D. APPLICABLE REGULATIONS:

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

III. ANALYSIS

A. COMPREHENSIVE PLAN:

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

B. OTHER PLANS:

None

C. TRAFFIC AND ACCESS:

1. There are approximately 1,400 vehicles per day near the intersection of 48th Street and Capehart Road per the 2014 MAPA Traffic Count data.
2. Access will be from an extension of South 45th Street off of Capehart Road. The property will also have access from South 48th Street via Lawnwood Drive. Additionally, once the property to the south develops, the subdivision will have access from two additional locations.

D. UTILITIES:

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

E. ANALYSIS:

1. Boyer-Young Development, Tim Young, has submitted a request to final plat Lots 1 through 81, and Outlots A through H, Belle Lago.

This plat represents Phase 1 of the development.

2. RE, RG-50-PS, and RG-28-PS zoning for the existing house, single family residences, and apartments was requested for the development, and will take effect upon filing of the final plat.

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

Public Works Engineering Manager Dean Dunn had minor technical comments pertaining to the plat. The applicant's engineer has since revised these items to satisfy these issues.

No other comments were received on this case.

4. The final plat is in conformance with the approved preliminary plat.

5. The applicant submitted a Subdivision Agreement which has been reviewed by the City Attorney.

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

APPROVAL based upon conformance with the preliminary plat.

V. PLANNING COMMISSION RECOMMENDATION

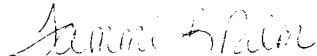
APPROVAL based upon conformance with the preliminary plat.


VI. ATTACHMENTS TO REPORT

1. Zoning Map
2. 2016 GIS aerial photo of the property
3. Final plat received October 10, 2017
4. Subdivision Agreement received October 10, 2017

VII. COPIES OF REPORT TO:

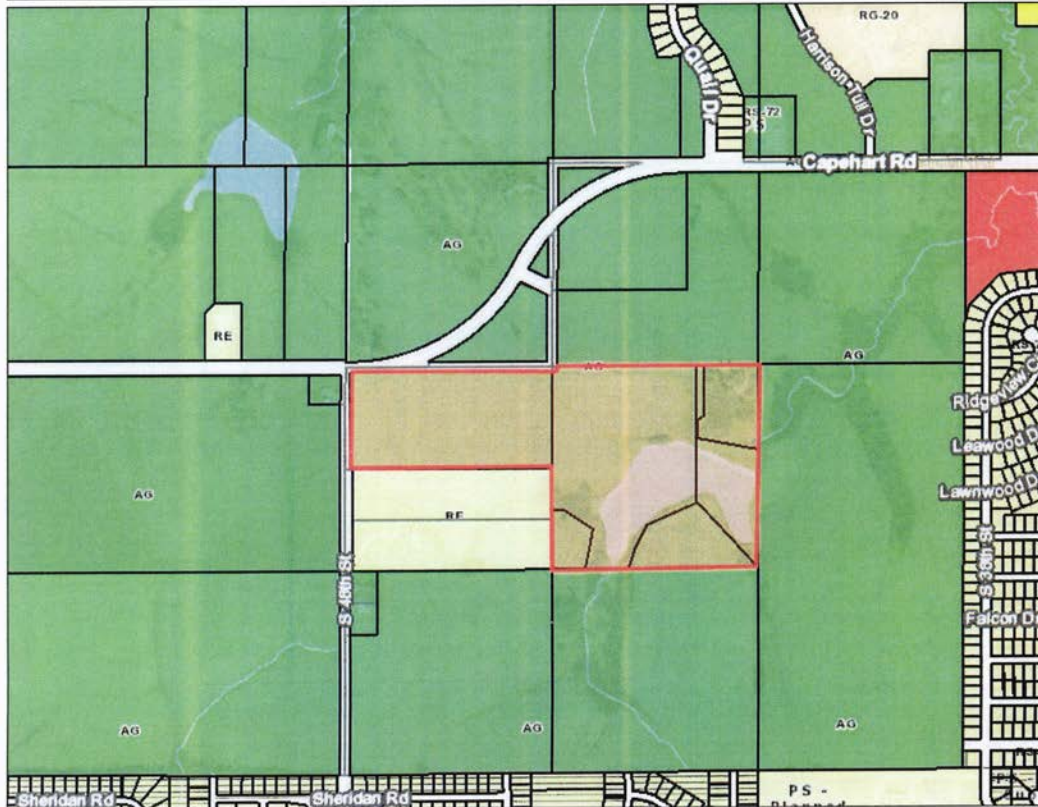
1. Boyer-Young Development (Tim Young)
2. E & A Consulting Group, Inc. (Mark Westergard)
3. Fullenkamp, Doyle, and Jobeun (Larry Jobeun)
4. Mary P. Moore
5. Public Upon Request


Prepared by: _____


Planning Director

11/7/17
Date of Report

Zoning Map Belle Lago

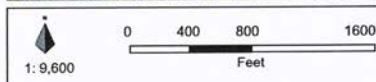


Location



Legend

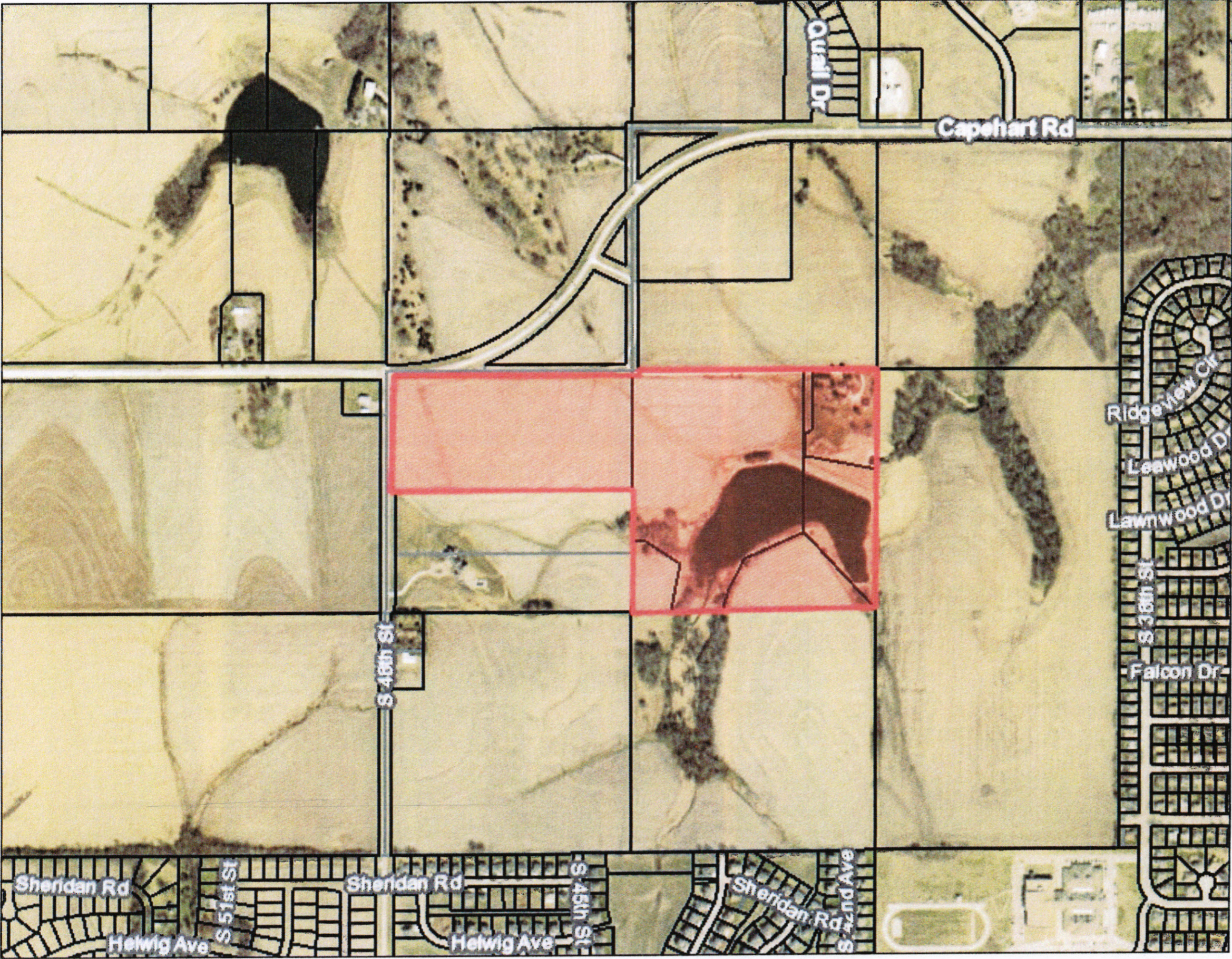
Road Centerlines



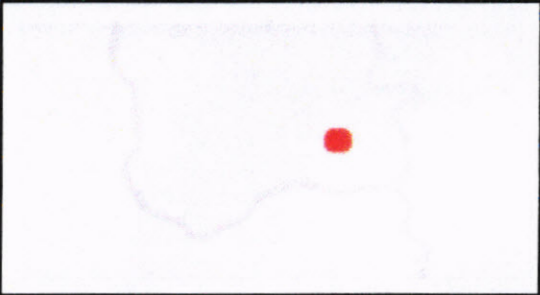
This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the source records and information sources to ascertain the usability of the information.

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

Belle Lago

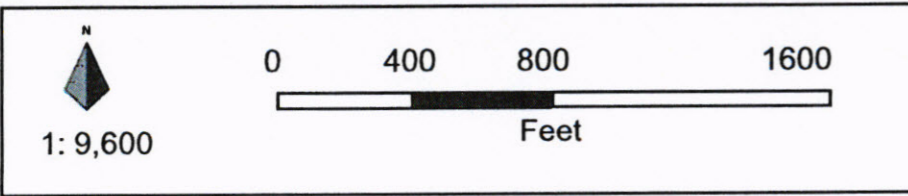


Location



Legend

Road Centerlines



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

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

BELLE LAGO

LOTS 1 THRU 81 & OUTLOTS "A" THRU "H" INCLUSIVE

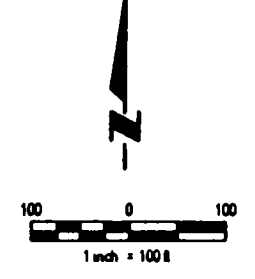
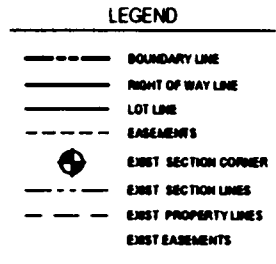
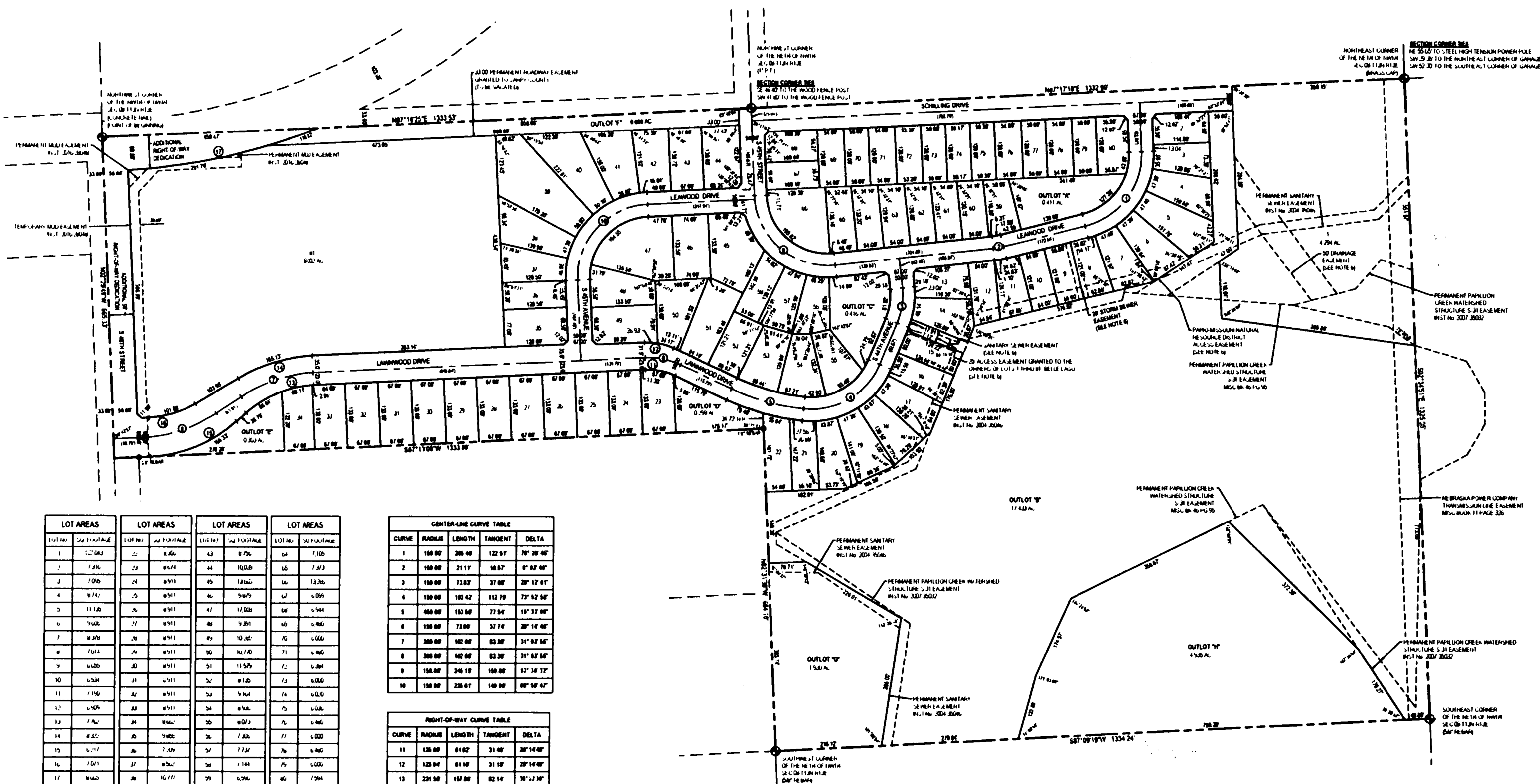
A TRACT OF LAND LOCATED IN PART OF TAX LOT 14 AND TAX LOT 15, TAX LOTS LOCATED IN PART OF THE NW 1/4 OF THE NW 1/4 AND PART OF THE NE 1/4 OF THE NW 1/4, ALL LOCATED IN SECTION 08, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH P.M., SAPPY COUNTY, NEBRASKA

RECEIVED
OCT 10 2017
PLANNING DEPT.

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

BELLE LAGO
LOTS 1 THRU 81 & OUTLOTS "A" THRU "H"
INCLUSIVE

FINAL PLAT



LOT AREA	LOT AREA	LOT AREA	LOT AREA
1 12.00	2 12.00	3 12.00	4 12.00
5 12.00	6 12.00	7 12.00	8 12.00
9 12.00	10 12.00	11 12.00	12 12.00
13 12.00	14 12.00	15 12.00	16 12.00
17 12.00	18 12.00	19 12.00	20 12.00
21 12.00	22 12.00	23 12.00	24 12.00
25 12.00	26 12.00	27 12.00	28 12.00
29 12.00	30 12.00	31 12.00	32 12.00
33 12.00	34 12.00	35 12.00	36 12.00
37 12.00	38 12.00	39 12.00	40 12.00
41 12.00	42 12.00	43 12.00	44 12.00
45 12.00	46 12.00	47 12.00	48 12.00
49 12.00	50 12.00	51 12.00	52 12.00
53 12.00	54 12.00	55 12.00	56 12.00
57 12.00	58 12.00	59 12.00	60 12.00
61 12.00	62 12.00	63 12.00	64 12.00
65 12.00	66 12.00	67 12.00	68 12.00
69 12.00	70 12.00	71 12.00	72 12.00
73 12.00	74 12.00	75 12.00	76 12.00
77 12.00	78 12.00	79 12.00	80 12.00
81 12.00			

CURVE	RADIUS	LENGTH	TANGENT	DELTA
1	100.00	200.00	122.67	70° 32' 40"
2	100.00	211.17	108.57	6° 02' 40"
3	100.00	73.87	37.00	28° 12' 31"
4	100.00	102.42	112.79	77° 52' 50"
5	400.00	150.50	77.54	15° 33' 00"
6	100.00	73.80	37.74	28° 14' 40"
7	300.00	102.00	83.30	31° 02' 50"
8	200.00	102.00	83.30	31° 02' 50"
9	100.00	240.10	100.00	87° 18' 17"
10	100.00	220.07	100.00	80° 50' 47"

CURVE	RADIUS	LENGTH	TANGENT	DELTA
11	100.00	81.62	31.00	30° 16' 00"
12	100.00	81.60	31.00	30° 16' 00"
13	250.00	102.00	82.54	30° 12' 30"
14	337.17	100.17	84.29	28° 32' 50"
15	200.00	100.32	100.10	10° 47' 30"
16	200.00	101.00	81.00	27° 57' 50"
17	1201.30	400.52	200.07	15° 10' 50"

REVIEW BY SAPPY COUNTY PUBLIC WORKS
THIS PLAT OF BELLE LAGO WAS REVIEWED BY THE SAPPY COUNTY SURVEYORS OFFICE THIS DATE OF _____

BELLE LAGO CITY COUNCIL APPROVAL
THIS PLAT OF BELLE LAGO (LOTS NUMBERED AS SHOWN) WAS APPROVED BY THE CITY COUNCIL OF BELLE LAGO ON THIS _____ DAY OF _____ APPROVAL OF THIS FINAL PLAT SHALL BECOME NULL AND VOID NINETY (90) DAYS FROM THE DATE OF CITY COUNCIL APPROVAL IF THIS FINAL PLAT IS NOT FILED WITH THE REGISTER OF DEEDS AS PROVIDED IN SECTION 4-10 OF THE CITY OF BELLE LAGO SUBDIVISION REGULATIONS

ACKNOWLEDGEMENT OF NOTARY
STATE OF NEBRASKA)
COUNTY OF SAPPY)
ON THIS _____ DAY OF _____ BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAPPY COUNTY, PERSONALLY CAME DAVE VOTSMAN, MEMBER OF THE HOME COMPANY, WHO IS PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE NAME IS APPLIED TO THE DEDICATION ON THIS PLAT AND ACKNOWLEDGED THE SAME TO BE HIS VOLUNTARY ACT AND DEED
WITNESS MY HAND AND NOTARIAL SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

COUNTY SURVEYOR / ENGINEER

MAYOR

ATTEST

NOTARY PUBLIC

APPROVAL OF BELLE LAGO CITY PLANNING COMMISSION
THIS PLAT OF BELLE LAGO (LOTS NUMBERED AS SHOWN) WAS APPROVED BY THE BELLE LAGO CITY PLANNING COMMISSION

CHAIRMAN OF CITY PLANNING COMMISSION DATE _____

ACKNOWLEDGEMENT OF NOTARY
STATE OF NEBRASKA)
COUNTY OF SAPPY)
ON THIS _____ DAY OF _____ BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAPPY COUNTY, PERSONALLY CAME MARY P. MOORE, OWNER OF LOT 1, BELLE LAGO, WHO IS PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE NAME IS APPLIED TO THE DEDICATION ON THIS PLAT AND ACKNOWLEDGED THE SAME TO BE HER VOLUNTARY ACT AND DEED
WITNESS MY HAND AND NOTARIAL SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

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

COUNTY TREASURER DATE _____

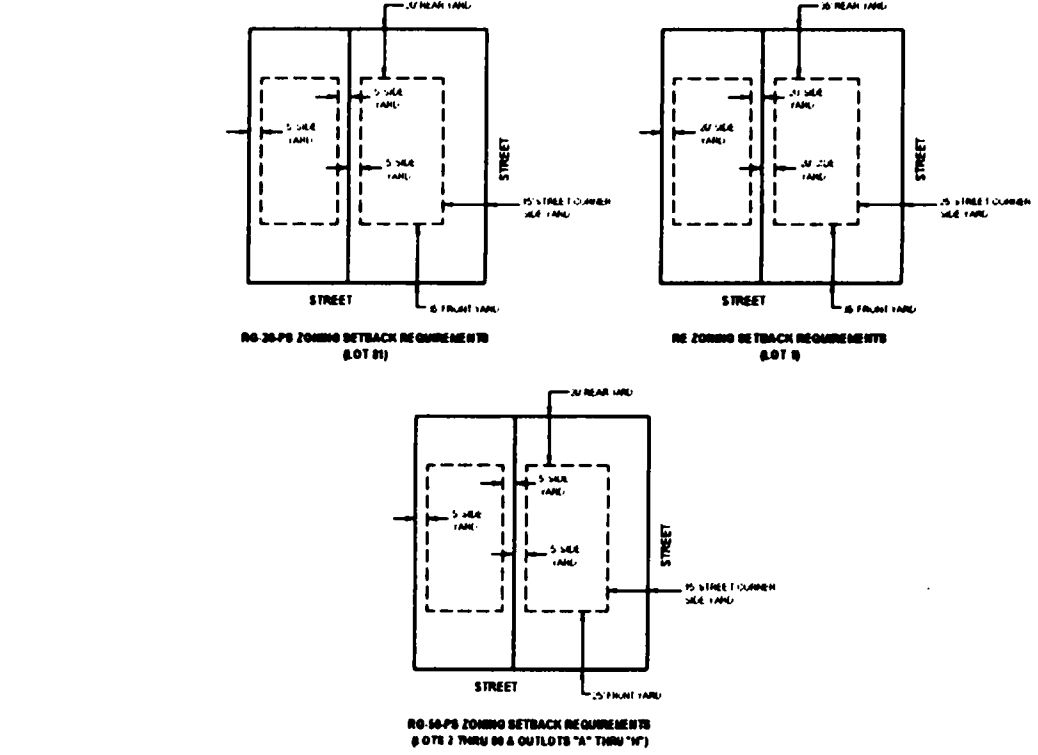
RECORDATION
KNOW ALL MEN BY THESE PRESENTS THAT WE, THE HOME COMPANY AND MARY P. MOORE, OWNERS OF THE PROPERTY DESCRIBED IN THE SURVEYORS CERTIFICATE AND EMBRACED WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO LOTS AND STREETS TO BE NUMBERED AND NAMED AS SHOWN, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS BELLE LAGO (LOTS) TO BE NUMBERED AS SHOWN, AND WE DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT, AND WE DO HEREBY DEDICATE TO THE PUBLIC FOR PUBLIC USE THE STREETS, AVENUES, AND DRIVES AND WE DO HEREBY GRANT EASEMENTS AS SHOWN ON THIS PLAT, WE DO FURTHER GRANT A PERPETUAL EASEMENT TO THE OMAHA PUBLIC POWER DISTRICT (OPPD), COX COMMUNICATIONS, AND CENTURYLINK ACROSS THE 80-FOOT WIDE STRIP OF LAND ABUTTING ALL FRONT AND SIDE BOUNDARY LOT LINES, AN 80-FOOT WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL INTERIOR LOTS, AND A SIXTEEN (16) FOOT WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL EXTERIOR LOTS. THE TERM EXTERIOR LOTS IS HEREBY DEFINED AS THOSE LOTS FORMING THE OUTER PERIMETER OF THE ABOVE DESCRIBED ADDITION. THE SIXTEEN (16) FOOT WIDE BASEMENT MAY BE REDUCED TO EIGHT (8) FEET WIDE WHEN THE ADJACENT LAND IS SURVEYED, PLATTED AND RECORDED. THE SUBDIVIDER SHALL GRANT PERPETUAL EASEMENTS TO METROPOLITAN UTILITIES DISTRICT AND/OR BLACK HILLS ENERGY, THEIR SUCCESSORS AND ASSIGNS TO ERECT, INSTALL, OPERATE, MAINTAIN, REPAIR AND RENEW PIPELINES, HYDRANTS AND OTHER RELATED FACILITIES AND TO EXTEND THEREON PIPES FOR THE TRANSMISSION OF GAS AND WATER ON THROUGH LINES AND ACROSS A FIVE (5) FOOT WIDE STRIP OF LAND ABUTTING ALL CURBS AND STREETS. NO PERMANENT BUILDINGS OR RETAINING WALLS SHALL BE PLACED IN SAID EASEMENT WAY, BUT THE SAME MAY BE USED FOR GARDENS, SHEDS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE ABOVE SAID OR RIGHTS HEREBY GRANTED.

THE HOME COMPANY, INC.

DAVE VOTSMAN, MEMBER DATE _____

MARY P. MOORE DATE _____

MARY P. MOORE DATE _____
OWNER OF LOT 1, BELLE LAGO



- NOTES:**
- DIRECT VEHICULAR ACCESS WILL NOT BE ALLOWED TO S 4TH STREET AND CAPEHART ROAD FROM LOT 81 & OUTLOT "F"
 - ALL ANGLES ARE 90° UNLESS OTHERWISE NOTED.
 - ALL LOT LINES ARE PARALLEL TO CURVED STREETS UNLESS SHOWN AS NONPARALLEL (N.P.).
 - THE CHAMBERS FOR SIDEWALKS ON CORNER LOTS ARE SET AT BIRTH AND HALF FEET (6") INCH FROM THE INTERSECTION OF RIGHT-OF-WAY LINES. NO ANGLES SHOWN WHEN RIGHT-OF-WAY LINES HAVE 90° ANGLE.
 - ALL DIMENSIONS SHOWN WITH PARENTHESES ARE FOR THE LOCATION OF CENTERLINE.
 - ALL EASEMENTS THAT ARE NOT LABELLED WITH RECORDING INFORMATION WILL BE RECORDED BY A SEPARATE DOCUMENT.

File No.	Plat No.	Date	Plat Description

106.1
11-13-17

SUBDIVISION AGREEMENT

THIS SUBDIVISION AGREEMENT ("Agreement") is made this ____ day of _____, 2017 ("Effective Date"), by and among THE HOME COMPANY, INC, a Nebraska company ("DEVELOPER"), SANITARY AND IMPROVEMENT DISTRICT NO. 325 OF SARPY COUNTY, NEBRASKA, a Nebraska political subdivision ("DISTRICT"), and THE CITY OF BELLEVUE, a municipal corporation of the first class ("CITY").

WITNESSETH:

WHEREAS, DEVELOPER is owner of the real property situated within the Development Area (as defined in Section 1); and

WHEREAS, DISTRICT and DEVELOPER desire to construct, install and locate certain improvements within the Development Area; and

WHEREAS, the Development Area is outside the incorporated limits of the CITY but within the CITY's zoning and platting jurisdiction thereby necessitating CITY's review and approval of the desired improvements.

NOW, THEREFORE, in consideration of the premises, the PARTIES agree as follows:

SECTION 1 DEFINITIONS

For the purpose of this Agreement, unless the context otherwise requires, the following words and phrases shall have the following meanings:

(a) "Benefited Property" shall mean any parcel or lot within the Development Area which, as of the Effective Date, may actually be used as a buildable lot.

(b) "Cost" shall mean all construction costs, engineering fees, design fees, attorneys' fees, testing expenses, publication costs, financing costs (which shall include all fiscal agent's warrant fees and bond fees, and interest on warrants to date of levy of special assessments), the administrative costs incurred by DISTRICT by application of Section 5(c) and all other related or miscellaneous costs or expenses directly incurred by DEVELOPER or DISTRICT in connection with Public Improvements.

(c) "Dedicated Street(s)" shall mean those concrete or paved area(s), including curbing, to be constructed, modified or improved within that portion of the Development Area designated as Dedicated Street right-of-way on Exhibit B.

(d) "Development Area" shall mean the real property situated within the area identified or depicted on Exhibit A.

(e) "General Obligation" shall mean any indebtedness for Public Improvements which is not required by law or this Agreement to be specially assessed against Benefited Property.

(f) "Party" shall mean CITY, DEVELOPER or DISTRICT, individually, and "Parties" shall mean the CITY, DEVELOPER and DISTRICT, collectively.

(h) "Plat" shall mean the Final Plat of Belle Lago, Lots 1 thru 81 and Outlots "A" thru "H" Inclusive, approved by the City Council for the CITY on _____, 2017, subject to any conditions expressly provided for at such time or in this Agreement.

(i) "Public Improvements" shall mean:

(i) All Dedicated Streets (including that portion of any "T" intersection abutting any buildable lot or parcel and Street Intersections) identified on Exhibit B.

(ii) All concrete sidewalks to be constructed, modified or improved along any Dedicated Streets and lying within the boundaries of any Dedicated Street right-of-way (Exhibit B-2).

(iii) All Dedicated Street signage required by, and meeting the standards of, the "Manual of Uniform Traffic Control Devices" but only if first approved in writing by the CITY's Public Works Department and only if located at a Street Intersection.

(iv) All "Wastewater Sewers" constructed within the Development Area as identified in the sanitary sewer layout (Exhibit C) prepared by E & A Consulting Group ("Engineer"). Wastewater Sewers shall include all necessary sanitary and wastewater sewer mains, manholes, lines, pipes, lift stations and related appurtenances.

(v) All "Storm Sewers" to be constructed in the Development Area identified on the storm sewer plan (Exhibit B-1) prepared by the Engineer, including all necessary storm sewers, inlets, manholes, lines, pipes and related appurtenances.

(vi) The "Water Distribution System" to be constructed and installed by Metropolitan Utilities District within the boundaries of any Dedicated Street right-of-way within the Development Area or other areas specifically approved by the CITY.

(vii) The "Gas Distribution System" to be constructed and installed by Metropolitan Utilities District within any Dedicated Street right-of-way within the Development Area or other areas specifically approved by the CITY.

(viii) The "Lighting System" for any Dedicated Streets to be constructed and installed by the Omaha Public Power District within the boundaries of any Dedicated Street right-of-way within the Development Area, including any decorative, ornamental or other lighting not conforming to CITY standards but which has been specifically approved by the CITY.

(ix) The "Electrical Power Service" to be constructed and installed by the Omaha Public Power District within the boundaries of any Dedicated Street right-of-way within the Development Area. The Electrical Power Service shall include all electrical utility lines and other devices, other than the Lighting System, so constructed and installed for the benefit of the Development Area.

(x) Those islands and traffic calming devices within the Dedicated Streets and identified on the paving plan attached as Exhibit B.

(j) "Sewer System" shall mean, collectively, all sewer systems within the DISTRICT and the Development Area, and shall also include all existing wastewater systems, Wastewater Sewers, existing storm sewer systems, the Storm Sewers and existing sanitary sewer systems located within the DISTRICT or the Development Area.

(k) "Street Improvements" shall mean those Public Improvements described in Sections 1(i), (ii), (iii), (viii), and (x) other than the Street Intersections.

(l) "Street Intersections" shall mean those portions of the Dedicated Streets (other than that portion of any "T" intersection abutting any buildable lot or parcel) designated as intersections on Exhibit B.

(m) "Weeds" shall include, but not be limited to, bindweed (*Convolvus arvensis*), puncture vine (*Tribulus terrestris*), leafy spurge (*Euphorbia esula*), Canada thistle (*Cirsium arvense*), perennial peppergrass (*Lepidium draba*), Russian knapweed (*Centuarea pieris*), Johnson grass (*Sorghum halepense*), nodding or musk thistle, quack grass (*Agropyron repens*), perennial sow thistle (*Sonchus arvensis*), horse nettle (*Solanum carolinense*), bull thistle (*Cirsium lanceolatum*), buckthorn (*Rhamnus*) (toun), hemp plant (*Cannabis sativa*), and ragweed (*Ambrosiaceae*).

(n) "Urban Design Standards" shall mean public concrete streets of various width and thicknesses including curbs, guttering, and related storm sewer systems, meeting the design, surface and other specifications of CITY, the plans for which shall be first approved by CITY in accordance with Section 2(b)(i).

SECTION 2 AUTHORITY AND DOCUMENTATION

(a) The DISTRICT and the DEVELOPER shall cause all Public Improvements to be constructed and installed in accordance with the terms and conditions of this Agreement.

(b) Subject to the remaining terms and conditions of this Agreement, CITY hereby approves construction and installation of the Public Improvements substantially in accordance with the Plat; provided, however, that at least thirty (30) working days before commencing any work in connection with the Public Improvements, the DISTRICT and DEVELOPER shall first:

(i) Deliver to the appropriate department(s) of the CITY duly executed copies of any agreement(s) for work required for, or otherwise entered into in connection with the Public Improvements, and all plans for the manner and means of any additional connections required by or for the Wastewater Sewers or Storm Sewers. The specifications and technical terms of all such agreements and plans shall be subject to review and approval of CITY. All agreements and plans shall require the timely and orderly engineering, design, procurement, construction, installation and testing of Public Improvements and that all work therefore shall be performed in a good and workmanlike manner, using quality materials, in accordance with industry standards, in compliance with all applicable laws, rules, regulations,

standards and specifications of any governmental agency with jurisdiction over any such work or over the Public Improvements and as otherwise may be reasonably required by the CITY. All such agreements shall require the contractor to procure and maintain throughout the term of any such agreement, policies of insurance as follows: (1) workers' compensation insurance and employer's liability insurance in the statutory amount; (2) commercial general liability insurance covering bodily injury, including death, and property damage coverage; (3) broad form contractual liability coverage for all obligations and liabilities undertaken by the agreement and product and completed operations; (4) comprehensive automobile liability and coverage providing bodily injury and property damage coverage covering all motor vehicles including hired and non-owned autos as well as mobile equipment to the extent that may be excluded from the general liability insurance. All such insurance shall have a combined single limit of at least \$1,000,000 per person, and an aggregate limit of at least \$2,000,000 per occurrence; umbrella liability coverage for all of the above with policy limits of \$2,000,000. The CITY and DISTRICT shall be named additional insured for purposes of all policies. Certificates of insurance shall be presented to the CITY upon request. No policy of insurance shall be cancelable, except upon thirty (30) days notice to CITY and DISTRICT. All insurance shall be procured from and maintained by a reputable and financially responsible insurance company authorized to transact business in the State of Nebraska. The CITY shall endeavor to review and approve or require modification to any such agreement within fifteen (15) working days after delivery; provided, however, that unless the CITY notifies the DISTRICT of its objection to any such agreement at least seven (7) working days prior to the date scheduled for commencement of such work, the CITY shall be deemed to have approved such agreement.

(ii) Deliver to the Finance Director of the CITY duly executed copies of any written agreement(s) between the DISTRICT and its fiscal agent for the placement of the warrants or bonds of the DISTRICT used for the payment of the Costs of the Public Improvements.

(iii) Deliver to the Public Works Director of the CITY duly executed copies of an agreement between the DISTRICT and the City of Omaha for wastewater treatment for any wastewater or sewage flowing out of the Development Area.

(iv) Deliver to the Public Works Director of the CITY copies of all performance, labor and material payment or other bonds required by law or the Public Works Director.

(c) At least thirty (30) working days prior to any meeting of the Board of Trustees for the DISTRICT when the Board will consider the levy of special assessments in connection with Public Improvements, the DISTRICT and DEVELOPER shall deliver to the CITY:

(i) A full and detailed statement of the Cost of each Public Improvement, which statement or statements shall separately identify and itemize:

1. The amount and date paid to each contractor, together with releases, lien waivers and other documentation necessary to show that all obligations of

the DISTRICT in connection with the Public Improvements have been discharged; and

2. All other direct or indirect Costs of the DISTRICT or any other person which have been or will be expended or otherwise incurred in connection with the Public Improvement including, but not limited to, all engineering fees, attorneys' fees, testing expenses, publication costs, and financing costs including, but not limited to, interest on all warrants to date of levy of special assessments.

(ii) A detailed schedule of each proposed special assessment together with the amount of any General Obligation incurred or to be paid by the DISTRICT for the Public Improvement;

(iii) A plat of all real property to be assessed; and

(iv) Information as may be necessary to evidence that the Public Improvement has been completed in compliance with all applicable laws, rules, regulations, standards and specifications of any governmental agency with jurisdiction over any such work or the Public Improvements and as otherwise has been required by the CITY together with any other information reasonably requested by the CITY.

(d) The DISTRICT shall also provide the Finance Director of the CITY with at least thirty (30) days prior written notice of any meeting whenever the issues of levying special assessments or equalizing or apportioning any debt in connection with the Public Improvements are being considered or discussed by any political or governmental body or agency of competent jurisdiction.

SECTION 3 COSTS OF PUBLIC IMPROVEMENTS

(a) The Costs of Public Improvements shall be paid for by the DISTRICT but shall be defrayed as required by law. All such Costs, other than General Obligations, shall be privately financed or specially assessed against Benefitted Property on an equitable basis.

(i) If not previously paid for, all special assessments for Public Improvements shall be assessed pursuant to applicable provisions of Nebraska Revised Statutes Chapter 31, as amended from time to time, and DISTRICT shall take all necessary actions to see that such assessments are paid in the manner and time required by Chapter 31.

(ii) The DEVELOPER and DISTRICT shall, upon request of the CITY, evidence to the CITY's satisfaction that any lot or parcel to be assessed is a buildable lot. If any lot, parcel, or other area within the Development Area is not a buildable lot for any reason whatsoever, (e.g. by reason of sufficient size, dimensions, easements or similar burdens or for any other reason), then such lot or parcel shall not be considered to be Benefitted Property and no portion of the Cost of the Public Improvements shall be levied against such lot or parcel.

(b) The following Costs of Public Improvements shall constitute General Obligations to the extent permitted by law:

(i) The Cost of any extra width paving for any Dedicated Streets exceeding twenty-five feet (25').

(ii) The Cost of Street Intersections.

(iii) The Cost of the original street signs for Dedicated Streets, other than the Cost of any decorative, ornamental or other signs not conforming to the "Manual of Uniform Traffic Control Devices" which (and notwithstanding any provision in Section 3(b) to the contrary) shall be the obligation of the DEVELOPER to be paid for at the time of installation.

(iv) The Cost of the Lighting System, other than the Cost of any decorative, ornamental or other Dedicated Street, Street Intersection or other lighting not conforming to CITY standards which (and notwithstanding any provision in Section 3(b) to the contrary) shall be the obligation of the DEVELOPER to be paid for at the time of installation.

(v) The Cost of Storm Sewers.

(vi) The difference in Cost between piping eight inches (8") in diameter and the size actually required for piping for the Wastewater Sewers, if greater than eight inches (8") in diameter.

(vii) The Cost of any outfall line of the Wastewater Sewers which is designed to serve a drainage area beyond the Development Area, but only if actually constructed and installed outside of the Development Area.

(viii) Charges paid to connect the DISTRICT's Wastewater Sewer System (but not merely the Wastewater Sewers) to another sanitary and improvement district.

(ix) The Cost of any sewage treatment plant or lift station for the Wastewater Sewers which is designed to serve the entire DISTRICT.

(x) The Cost of that portion of the Water Distribution System which is designed to benefit areas of the DISTRICT beyond the Development Area.

(xi) The Cost of that portion of the Gas Distribution System which is designed to benefit areas of the DISTRICT beyond the Development Area.

(xii) The Cost of the installation of Electrical Power Service other than that portion of the Cost equal to the estimated refundable charge from Omaha Public Power District (which shall be a General Obligation; provided that the refund to the DISTRICT shall be credited to the Bond Construction Account of the DISTRICT) shall be specially assessed against the Benefited Property.

- (xiii) The Cost of the acquisition and installation of Recreational Facilities in accordance with the Park Plan, subject to the restrictions and limitations of Section 7-23 of the Subdivision Regulations.
- (xiv) Payments for previous improvements made to 48th Street.
- (xv) The Cost of installation of any additional improvements to 48th Street including lane widening, left turn lanes, deceleration lanes, and pedestrian trails.
- (xvi) Future signalization will be required at the intersection of South 48th Street and Capehart Road. At such point as Sarpy County determines warrants are met for the installation of a permanent traffic signal, the District shall participate in a cost sharing of that construction. The cost of the installation will be a general obligation of the District.
- (xvii) The cost of culverts or channel improvements necessary to improve the drainage characteristics of the Development Area and/or downstream areas.
- (xviii) The cost of construction of permanent detention basin improvements and post construction stormwater management facilities.
- (xix) No more than 30% of the City of Bellevue plan review fees.
- (xx) Traffic calming devices including speed tables or speed bumps.
- (xxi) The cost of sediment removal from permanent detention basins during infrastructure construction.
- (xxii) The cost of land acquisition for Outlots "A" and "C" used for Post Construction Stormwater Management Facilities and buffered drainage ways.

(c) One hundred percent (100%) of the entire cost of all sidewalk and construction by the DISTRICT per the sidewalk plan (Exhibit "B-2"), may be a general obligation of the DISTRICT. All sidewalks constructed on other lots shall be privately installed and at the cost of the owner of said lots. In the event sidewalks on any of the other lots have not been constructed within six (6) years of the recording of the subdivision plat, the DISTRICT shall construction sidewalks and shall be paid by special assessment against the property benefitted.

(d) Notwithstanding any provisions in Subsection 3(a)(i) related to DEVELOPER's payment obligations in connection with special assessments, to the extent the Water Distribution System or Gas Distribution System is financed in accordance with MUD policies, the payment of special assessments for such Public Improvements shall be undertaken in accordance with such policies.

**SECTION 4
REPRESENTATIONS**

- (a) DEVELOPER covenants and represents to the CITY as follows:
- (i) DEVELOPER is the owner of record of the Development Area and has full right and authority to make decisions affecting the Development Area and to enter into this Agreement.
 - (ii) DEVELOPER is duly organized, validly existing and in good standing under the laws of the State of Nebraska and is currently authorized to do business in the State of Nebraska.
 - (iii) DEVELOPER has full power and authority to enter into, deliver and perform its obligations under this Agreement and each of the documents related thereto.
 - (iv) DEVELOPER has taken all necessary action to authorize DEVELOPER's execution, and delivery of, and its performance under, this Agreement and as such, this Agreement constitutes DEVELOPER's valid and binding obligation, enforceable against DEVELOPER in accordance with its terms.
 - (v) No consent, order, authorization, waiver, approval or any other action, or registration, declaration or filing with any person, board or body, public or private is required to be obtained by the DEVELOPER in connection with the execution, delivery or performance of this Agreement or the consummation of the transactions contemplated thereby, except as may be described or contemplated by this Agreement.
 - (vi) DEVELOPER shall cause all Public Improvements to be constructed and installed in accordance with the terms and conditions of this Agreement.
 - (vii) DEVELOPER shall take all steps reasonably necessary to cause all phases of the Phase I Public Improvements to be constructed and installed by the DISTRICT no later than July 1, 2019. To the extent not provided by the DISTRICT, DEVELOPER shall provide CITY with quarterly progress reports during the redevelopment and allow CITY reasonable access to any relevant financial or other records pertaining to the Public Improvements.
 - (viii) INTENTIONALLY LEFT BLANK
 - (ix) INTENTIONALLY LEFT BLANK.
 - (x) DEVELOPER shall comply with (i) the terms of this Agreement and (ii) the provisions of any agreement submitted to the CITY pursuant to this Agreement, which agreements shall not be amended or assigned without prior written approval of the CITY.

(xi) DEVELOPER shall not permit any private wastewater/sewage disposal systems to be constructed, installed or used on, under or in the vicinity of the Development Area, except as permitted by this Agreement.

(xii) DEVELOPER shall not permit any discharge into the Wastewater/Sewage System to be constructed, installed or used on, under or in the vicinity of the Development Area, in violation of an applicable law, ordinance, statute, rule or regulation.

(xiii) DEVELOPER has not employed or retained any company or person, other than a bona fide employee of DEVELOPER to solicit or secure this Agreement and has not paid or agreed to pay any entity or person other than a bona fide employee working for the DEVELOPER any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement.

(xiv) All documents, contracts and instruments submitted to CITY now, or at any time in the future, or otherwise entered into by or on behalf of DEVELOPER shall in all material respects be fully authorized, and in all material respects shall be valid, binding and enforceable in accordance with their terms.

(b) DISTRICT covenants and represents as follows:

(i) It is duly organized, is in good standing and is currently authorized to do business in the State of Nebraska; that this Agreement has been duly executed and constitutes its valid and binding obligation, each enforceable in accordance with their respective terms.

(ii) No consent, order, authorization, waiver, approval or any other action, or registration, declaration or filing with any person, board or body, public or private is required to be obtained by the DISTRICT in connection with the execution, delivery or performance of this Agreement or the consummation of the transactions contemplated thereby, except as may be described or contemplated by this Agreement.

(iii) It shall abide and be bound by the terms of this Agreement and the provisions of any agreement submitted to the CITY pursuant to this Agreement, which agreements shall not be amended or assigned without written approval of the CITY.

(iv) The performance of DISTRICT contemplated by this Agreement is within its lawful power and authority and has been duly authorized under, pursuant to and in accordance with its constituent documents and the laws of the State of Nebraska. The DISTRICT shall not incur any General Obligation other than those expressly contemplated by this Agreement for, or in connection with, Public Improvements for any purpose without prior approval from the CITY which may be withheld in the absolute discretion of the CITY.

(v) DEVELOPER shall not permit any private wastewater/sewage disposal systems to be constructed, installed or used on or under Lots 2 through 81 &

Outlots "A" through "H", except as permitted by this Agreement. Lot 1 shall be permitted the continued use, maintenance and replacement of an existing private wastewater/sewage disposal systems on said Lot 1.

(vi) It shall not permit any discharge into the Sewer System in violation of an applicable law, ordinance, statute, rule or regulation.

(vii) To maintain all Public Improvements in a good and functional state of repair.

(viii) DISTRICT shall cause CITY to be named as an additional insured under any policy of insurance, including all payment and performance bonds obtained by DEVELOPER (whether or not required by this Agreement) or any other person, including DISTRICT and Sarpy County, in connection with the construction or operation of the Public Improvements.

(ix) Other than DISTRICT's Agreement with its fiscal agent or this Agreement, there are no agreements to which DISTRICT is a party or by which DISTRICT is bound concerning the construction or installation, or the repair, replacement or maintenance of any of the Public Improvements. DISTRICT shall not modify any such agreement nor otherwise undertake or assume any such obligation or liability therefor without the express prior written approval of the Bellevue City Council, which approval may be withheld in its absolute discretion.

(x) DISTRICT shall not issue any debt, bonds, warrants or enter into any other form of financing arrangement in furtherance of any other improvement lying, in whole or in part, outside the boundaries of the DISTRICT, without first obtaining an unqualified favorable opinion from competent bond counsel of DISTRICT's choice, including, among other appropriate matters, that such financing is within its lawful power and authority and has been duly authorized under, pursuant to, and in accordance with its constituent documents and the laws of the State of Nebraska. Such opinion shall be made to those parties deemed appropriate by DISTRICT and to the City of Bellevue, its elected officials and officers.

(xi) DEVELOPER shall contribute \$45,985 to the Park Development Fund. Calculated as 54.10 acres x \$850 per acre.

(c) DISTRICT and DEVELOPER acknowledge that the CITY makes no representation or warranty as to the validity or effect of (i) any expenditure, bond or indebtedness contemplated to be incurred by DISTRICT or DEVELOPER in furtherance of this Agreement, the Interlocal Agreement or otherwise to be incurred or actually incurred by DISTRICT in furtherance of the Public Improvements, (ii) CITY's approval of the plat or this Agreement, (iii) any future act of CITY in respect to DISTRICT or DEVELOPER's performance, under the Agreement or otherwise, in developing the Development Area; provided further that to the extent CITY has, or may, undertake any act in respect to any of the foregoing now or at a time in the future, both DISTRICT and DEVELOPER are proceeding at their own risk. The DEVELOPER and DISTRICT do hereby waive and release the CITY from any right, remedy or recourse against it or its elected officials, officers and employees in connection with any provision of this Agreement; provided, however,

that such waiver shall not be construed to preclude DISTRICT from enforcing CITY's performance obligations in this Agreement.

SECTION 5 OTHER OBLIGATIONS

(a) DEVELOPER shall undertake such acts, responsibilities and obligations as may be necessary or appropriate to prevent and control any adverse impact on any real estate or property beyond the Development Area directly or indirectly caused by, or attributable or related to construction and installation of the Public Improvements. Such acts shall include seeding the Development Area disturbed by grading operations, construction of temporary terraces on slopes, temporary silting basins, swales and spillways, and other acts which may be necessary to prevent erosion, damage and sedimentation to adjacent properties and public rights-of-way.

(b) Following the construction and installation of such Public Improvements, the DISTRICT shall pay for the Cost of (i) maintaining street signs, other than decorative, ornamental or other signs not conforming to the "Manual of Uniform Traffic Control Devices" (which shall be the sole obligation of the owner of the real estate and not the DISTRICT) and (ii) for monthly charges paid to Omaha Public Power District for the Lighting System for Dedicated Streets out of the operating fund of the DISTRICT, to the extent permitted by law.

(c) DISTRICT shall pay to the CITY Fourteen Thousand Eight Hundred and Sixty-Seven Dollars (\$ 14,867) - (1% of the estimated public improvement costs) concurrent with the CITY's approval of the plans and specifications for the Public Improvements, as reimbursement for any costs incurred by the CITY for review of this Agreement and all actions undertaken by the CITY in connection with the adoption of this Agreement and the development contemplated thereby; provided, however, DISTRICT shall not be permitted by any provision of Section 3 to generally obligate, in the aggregate, an amount exceeding thirty percent (30%) of the fee paid pursuant to this Section 5(c).

(d) DISTRICT shall comply with all applicable state statutes and CITY ordinances. DISTRICT shall further adopt such regulations so as to require strict compliance by the owner, agent, occupant, or any person acquiring possession, charge or control of any lot or ground within the Development Area, or any part of any lot within the Development Area with the following:

(i) All state statutes and CITY ordinances, including Nebraska Revised Statute Section 16-230 and CITY ordinances enacted pursuant thereto.

(ii) That all such persons cut and clear any part of any lot within the Development Area in its possession, charge or control of all weeds, grass and worthless vegetation which has reached a height of twelve inches (12") or more.

(iii) That such weeds, grass and worthless vegetation be cut as close to ground level as possible and be maintained so that at any time the same does not exceed twelve inches (12") or more above the ground.

- (iv) That the cuttings be raked and removed from such premises.
 - (v) That if any such person fails to comply with these requirements, the DISTRICT shall cause such weeds, grass and worthless vegetation to be cut and assess the costs thereof upon the owner of the affected real estate.
 - (vi) The name and telephone number of the person designated by the DISTRICT to be contacted in the event that such violation occurs, with such name and telephone number being kept current at all times.
- (e) DEVELOPER shall make a contribution to the Park Development Fund in the aggregate amount of Forty-Five Thousand Nine Hundred and Eighty-Five Dollars (\$45,985), which amount shall be paid prior to filing of the Plat.
- (f) Sidewalks along both sides of all public streets shall be constructed by the DEVELOPER, the DISTRICT, or the lot owners in accordance with the following schedule:
- (i) Sidewalks shall be constructed immediately abutting built-upon lots as soon as weather permits. No final Certificate of Occupancy shall be issued until such sidewalks are completed.
 - (ii) All sidewalks along outlots shall be constructed with the installation of adjacent streets unless such outlot is required for a water quality basin, then such sidewalks along such a situated outlot shall be installed upon the later of the water quality basin being completed or installation of the streets.
 - (iii) In any event, all sidewalks shall be constructed upon both sides of all public streets within six (6) years of the recording of the subdivision plat.
 - (iv) ADA compliant sidewalk ramps shall be constructed at all intersections per the plat (Exhibit "B-2") by the lot owners in conjunction with the construction of the house on each lot and by the DISTRICT on outlots once all other internal public improvements have been completed.
- (g) Except when otherwise specifically prohibited by law, the DISTRICT agrees to annually levy a minimum ad valorem property tax rate of eighty-eight cents (\$0.88) per one hundred dollars (\$100.00) of taxable valuation for all tax collection years through the year that all DISTRICT warrants can be paid on a cash basis and/or are converted to bonded debt. If the levy of such a minimum ad valorem property tax rate is specifically prohibited by law, then the DISTRICT agrees to levy the maximum ad valorem property tax rate allowed by law for all tax collection years through the year that all DISTRICT warrants can be paid on a cash basis and/or are converted to bonded debt.
- (h) Following the construction of Post-Construction Stormwater Management BMPs, the DISTRICT shall assume the responsibility for maintaining these features. Maintenance of post-construction stormwater management features may be paid from the operating fund of the DISTRICT provided that the maintenance activities are required to maintain the water quality benefits as designed. Routine maintenance, mowing, landscaping, screening or other amenities that do not contribute to water quality shall be maintained and paid for the by the DEVELOPER or the ASSOCIATION. Furthermore, upon annexation by the CITY, all maintenance

responsibilities for the water quality features and BMPs shall transfer from the DISTRICT to the ASSOCIATION.

SECTION 6 USE OF SEWER SYSTEM

(a) DISTRICT shall connect its Sewer System to the wastewater sewer systems operated by the CITY pursuant to plans approved by CITY. Additional connections necessary for the Wastewater Sewers or Storm Sewers, or otherwise required by the Public Improvements shall be made in such a manner and by such means as shall be approved by the CITY.

(b) In no event shall the DISTRICT permit any person (i) to connect to or otherwise use the Sewer System; (ii) to connect any part of the Sewer System to any other sewer system (including to the CITY's sewer system or to any outfall sewer or any wastewater or sewage treatment plant lying within the zoning jurisdiction of the CITY), except as may be currently existing (and then only to the extent as may be currently existing) or as may be specifically permitted by this Agreement or the subsequent express written consent of the CITY; or (iii) to make or allow any unlawful or improper discharge into the CITY's sewer system.

(c) At the request of the CITY the DISTRICT shall permit any person to connect to the Sewer System unless then prohibited by the City of Omaha, provided, however, that the DISTRICT shall use reasonable efforts to obtain consent from the City of Omaha for such purposes. Except as provided in Section 6(d), the DISTRICT shall not be required to permit such connection except upon the payment of a duly levied connection fee calculated after giving due consideration to the Costs, maintenance and other investment of the DISTRICT to date in the Sewer System (including a proportionate share of any unrecovered costs, plus accrued interest) and additional design, engineering or maintenance costs, for the outfall line. Such proportionate share shall be determined on a pro rata basis of the contributing design flows to the total outfall design flow, which flows and fees shall be reviewed and approved by the CITY prior to levying said fees.

(d) Notwithstanding any provision in Section 6(c), the DISTRICT shall not charge the CITY nor the owner of such real estate nor place any lien or encumbrance upon any real estate for any connections permitted by CITY to, or any persons use of, the Sewer System as may be necessary in order to permit the discharge of wastewater, sewage or storm water from any areas within the then incorporated limits of the CITY for which the CITY shall, nevertheless, have the right to collect its own fees and charges.

(e) No Sewer System, or connection thereto, allowable pursuant to this Section 6 shall be made unless an appropriate permit is first issued by and obtained from the CITY. The construction, installation and other work related to such connection or Sewer System shall be made in compliance with applicable engineering, design, construction, installation and testing rules, regulations, standards, laws and specifications of any governmental agency with jurisdiction over any such work and as otherwise may be reasonably required by the CITY.

(f) Notwithstanding any other provision of this Agreement, the CITY retains the right to immediately require the DISTRICT to disconnect the Sewer System from the CITY's sewer system or to disconnect any user from the Sewer System for any discharge in violation of any rules, regulations, standards, laws and specifications of any governmental agency with jurisdiction over the same or as may otherwise be prohibited by the CITY.

SECTION 7 AMENITIES

(a) Installation of decorative street lights, subdivision signs, entrance signs, fencing, related fixtures or landscaping, and the installation of any median, street island, outlot, or common area landscaping and related fixtures shall be paid for by the DEVELOPER. Plans for such proposed improvements must be submitted to the CITY for review and approval prior to the installation of such improvements.

(b) DEVELOPER agrees to be responsible for the permanent and continuous maintenance and upkeep of all landscaped medians, landscaped street islands, and outlots within the area to be developed, including all decorative street lights, subdivision signs, entrance signs, fencing, landscaping and related fixtures, until such time as all of the provisions of Sections 7(c) and 7(d) below are fully complied with. Upon compliance with such provisions, ASSOCIATION shall be responsible for such maintenance and upkeep and DEVELOPER shall be relieved of responsibility therefor.

(c) DEVELOPER shall file with the Sarpy County Register of Deeds prior to the DEVELOPER'S sale of any lot within the area to be developed, covenants which shall provide that all owners of all lots within the area to be developed, shall be members of an incorporated lot owners' association and shall be subject to the levy and payment of all charges, dues, assessments and special assessments of said incorporated lot owners' association.

(d) DEVELOPER shall cause to be incorporated prior to the sale of any lot within the area to be developed, a permanent and continuous ASSOCIATION. The articles of incorporation and by-laws for such corporation shall provide that all owners of all lots within the area to be developed shall be members of such corporation and shall be subject to the levy and payment of all charges, dues, assessments and special assessments of such corporation. The articles of incorporation and by-laws for such corporation shall further provide that such corporation shall annually establish, levy and collect all charges, dues, and assessments required to pay all expenses in connection with the maintenance and upkeep of all decorative street lights, subdivision signs, entrance signs, fencing, landscaping and related fixtures, and all landscaped medians, landscaped street islands, outlots, and common areas within the area to be developed as hereinafter required, and to pay all other expenses incurred pursuant to the conduct of the business of such corporation. The articles of incorporation and by-laws for such corporation must be submitted to and approved by the CITY prior to execution and filing.

(e) Notwithstanding any provisions herein seemingly to the contrary, the DISTRICT may install decorative street lights at its cost, but the DEVELOPER shall pay the DISTRICT for the costs of any such decorative street lights in excess of the costs and charges by the Omaha Public Power District for its regular and standard non-decorative street lights. Additionally, all replacement, maintenance and upkeep expenses in connection with any such decorative street lights, in excess of the costs and charges of the Omaha Public Power District for its regular and standard non-decorative street lights, shall be the responsibility of and paid by the aforesaid incorporated lot owners' association.

**SECTION 8
MISCELLANEOUS**

(a) TERMINATION OF AGREEMENT.

(i) This Agreement shall not be terminated except (1) by the written agreement among DEVELOPER, DISTRICT and CITY; (2) by CITY for any material breach or default by any other PARTY which remains uncured thirty (30) days following notice to the respective PARTY specifying such breach or default ("Notice to Cure"), to be effective as of the date specified in a written Notice of Termination provided, however, that no such Notice to Cure shall be required whenever the breach or default shall recur within 180 days of a Notice to Cure, in which event termination shall be effective as of the date specified in a written Notice of Termination; or (3) upon annexation of the DISTRICT by CITY. No termination shall relieve the DISTRICT or the DEVELOPER of any unperformed obligation required as of the effective date of termination nor any liability which may have then accrued, each of which shall survive such termination.

(ii) The provisions of this Section 7 shall survive the expiration or termination of this Agreement.

(b) INDEMNITY. DEVELOPER shall defend, indemnify and hold CITY, its officers, elected officials, employees, agents and assigns harmless from and against any and all third party or CITY claims, judgments, actions, loss, liability, damage or injury of any nature whatsoever, whether under theory of tort, contract or otherwise ("Damages"), which may arise or result from, out of or in connection with (i) any material misrepresentation made by DISTRICT or DEVELOPER in this Agreement, (ii) any breach of any representation or covenant made by DEVELOPER or DISTRICT in this Agreement, (iii) any negligent or other act, error or omission of DEVELOPER or DISTRICT (including any of their respective employees, agents, contractors, subcontractors or other representatives) in furtherance of this Agreement or any other agreement contemplated by this Agreement to be entered into by DEVELOPER or DISTRICT, including the failure to perform or properly perform as may be so required, and (iv) any default in or breach of any provision of this Agreement, including any obligation or responsibility of DEVELOPER or DISTRICT in this Agreement. Notwithstanding the preceding sentence, DEVELOPER's indemnity and related obligations under (ii), (iii) and (iv) thereof in respect to Damages related to DISTRICT's conduct shall apply only in the event that the occurrence giving rise to such obligation shall occur during any period that DEVELOPER, its officers, directors or affiliates shall have, in the aggregate, sufficient voting power to elect a majority of DISTRICT's Board of Trustees; otherwise, between DEVELOPER and DISTRICT, DISTRICT shall be responsible and liable for any such indemnity or related obligation in respect to such Damages, to the extent the same shall arise from, out of, or in connection with DISTRICT's conduct.

(c) ASSIGNMENT. Neither this Agreement nor any obligations hereunder shall be assigned without the express written consent of CITY which may be withheld in CITY's sole discretion.

(d) WAIVER. A waiver by any Party of any default, breach or failure of another shall not be construed as a continuing waiver of the same or of any subsequent or different default, breach or failure.

(e) GOVERNING LAW. This Agreement shall be governed exclusively by its provisions and by the laws of the State of Nebraska except to the extent such provisions may be superseded by applicable federal law regulation, in which case the latter shall apply.

(f) ENTIRE AGREEMENT.

(i) This Agreement, and the Exhibits and documents referenced in this Agreement (which are intended to be and hereby are specifically made a part of this Agreement whether or not so stated) express the entire understanding and all agreements of the PARTIES. Specifically, this Agreement supersedes any prior written or oral agreement or understanding between any of the PARTIES, whether individually or collectively concerning the subject matter hereof.

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

(iii) This Agreement shall not be construed to be a joint venture or a lease among any of the Parties. Notwithstanding the preceding sentence, whenever any provision of this Agreement has reference to a performance obligation or requirement of the DISTRICT and the DEVELOPER, such performance obligation or requirement shall be the joint and several obligation or requirement of the DISTRICT and the DEVELOPER, whether or not so stated, unless otherwise specifically stated.

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

For DEVELOPER: The Home Company
9719 Giles Road
LaVista, NE 68128

With Copy To: Mark Westergard, P.E.
10909 Mill Valley Road
Omaha, NE 68154

For DISTRICT: Larry Jobeun
11440 West Center Road
Omaha, NE 68144

For CITY:

City Clerk
City of Bellevue
210 West Mission Avenue
Bellevue, Nebraska 68005
AND
Public Works Director
City of Bellevue
1510 Wall Street
Bellevue, Nebraska 68005

Such address may be changed from time to time by notice to all other PARTIES.

(h) NON-DISCRIMINATION. In performing under this Agreement, no PARTY shall discriminate against any persons on account of disability, race, national origin, sex, age, and political or religious affiliations in violation of any applicable laws, rules and regulations of any governmental agency with jurisdiction over any such matter.

(i) MISCELLANEOUS. Unless otherwise specified, all references in this Agreement to Exhibits, numbered paragraphs or Sections shall mean those Exhibits attached to this Agreement, which are incorporated into this Agreement as if fully set out herein, and those numbered paragraphs and Sections of this Agreement

(j) CAD DRAWINGS. DEVELOPER shall provide the City Engineer, along with the final plat, a complete copy of the CAD Drawings of the area to be developed, showing all lots, blocks, and water and sewer system improvements. Such CAD Drawings shall be in AutoCAD file format.

(k) VIOLATIONS. As a result of any violation of this Subdivision Agreement, the CITY shall have the authority, after first giving ten (10) days written notice to the DEVELOPER and/or the DISTRICT, to discontinue the issuance of building and/or sewer or water connection permits for the lots in the DISTRICT, until such time as the violation is corrected.

(l) PERMIT. No building permits shall be issued until after the substantial completion of all required public improvements, or as otherwise authorized by the City Engineer.

IN WITNESS WHEREOF, the PARTIES have executed this Agreement as of the date and year first above written.

ATTEST:

CITY OF BELLEVUE

By _____

City Clerk

Mayor

Date

APPROVED AS TO FORM:

City Attorney

ATTEST:

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

City Clerk

By: _____

Chairman

Date

APPROVED AS TO FORM:

Attorney for Sanitary and Improvement
District No. 325 of Sarpy County, Nebraska

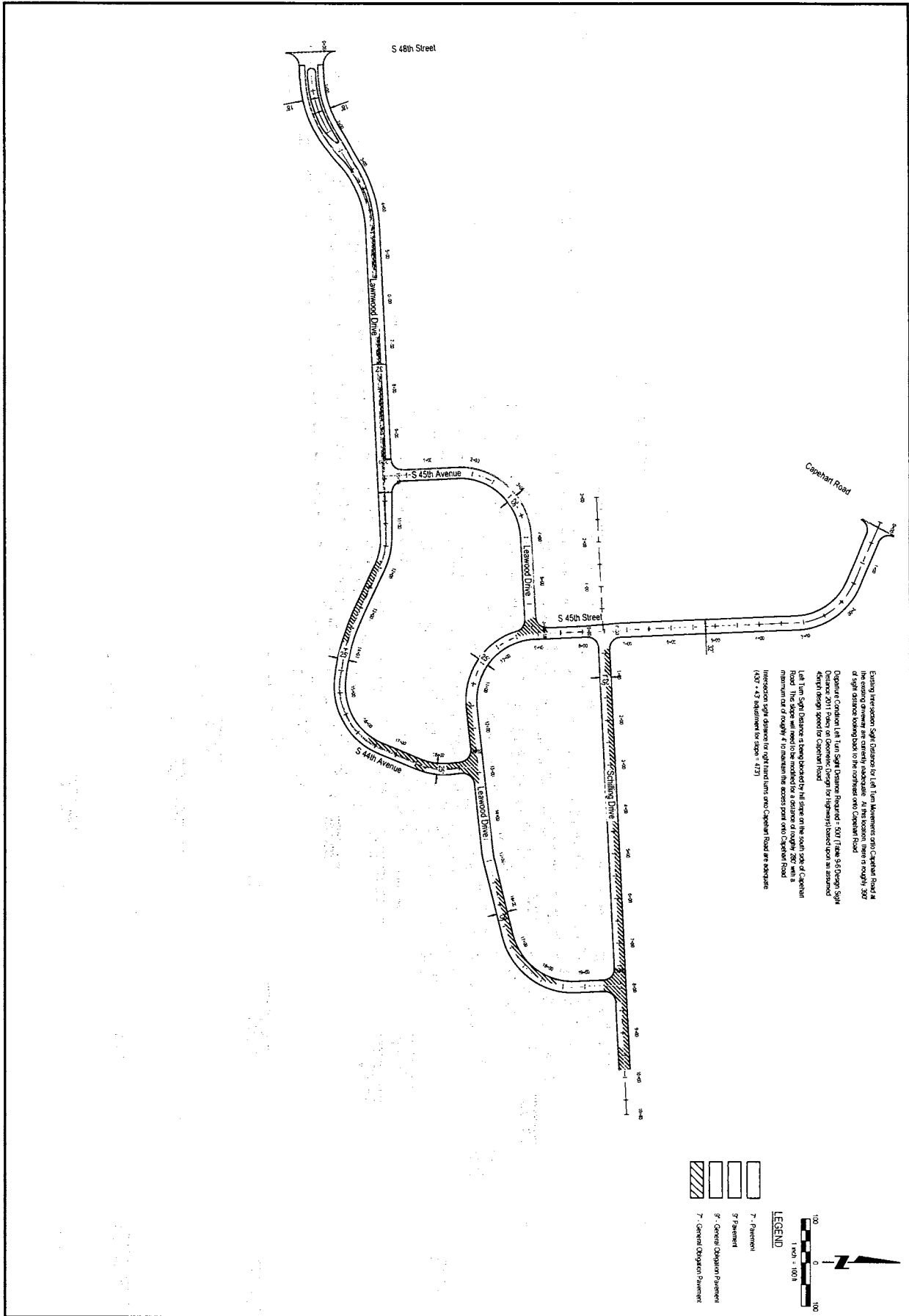
The Home Company, Inc.
A Nebraska corporation

By: Dave Vogtman, Managing Member

_____ Date

APPROVED AS TO FORM:

Attorney for Developer



Existing Intersection Sight Distance for Left Turn Movement from Captain Road at the existing driveway are currently inadequate. At this location, there is roughly 300' of sight distance looking South to the northwest onto Captain Road.

Design Condition: Left Turn Sight Distance Required = 500' (Class S-1 Design Sight Distance 2011 Values on Executive Design for Highway) based upon an assumed design speed of 35 mph for Captain Road.

Left Turn Sight Distance is being provided by hill slope on the south side of Captain Road. The slope will need to be provided for a distance of roughly 280' with a minimum rate of roughly 4% to maintain the access point onto Captain Road.

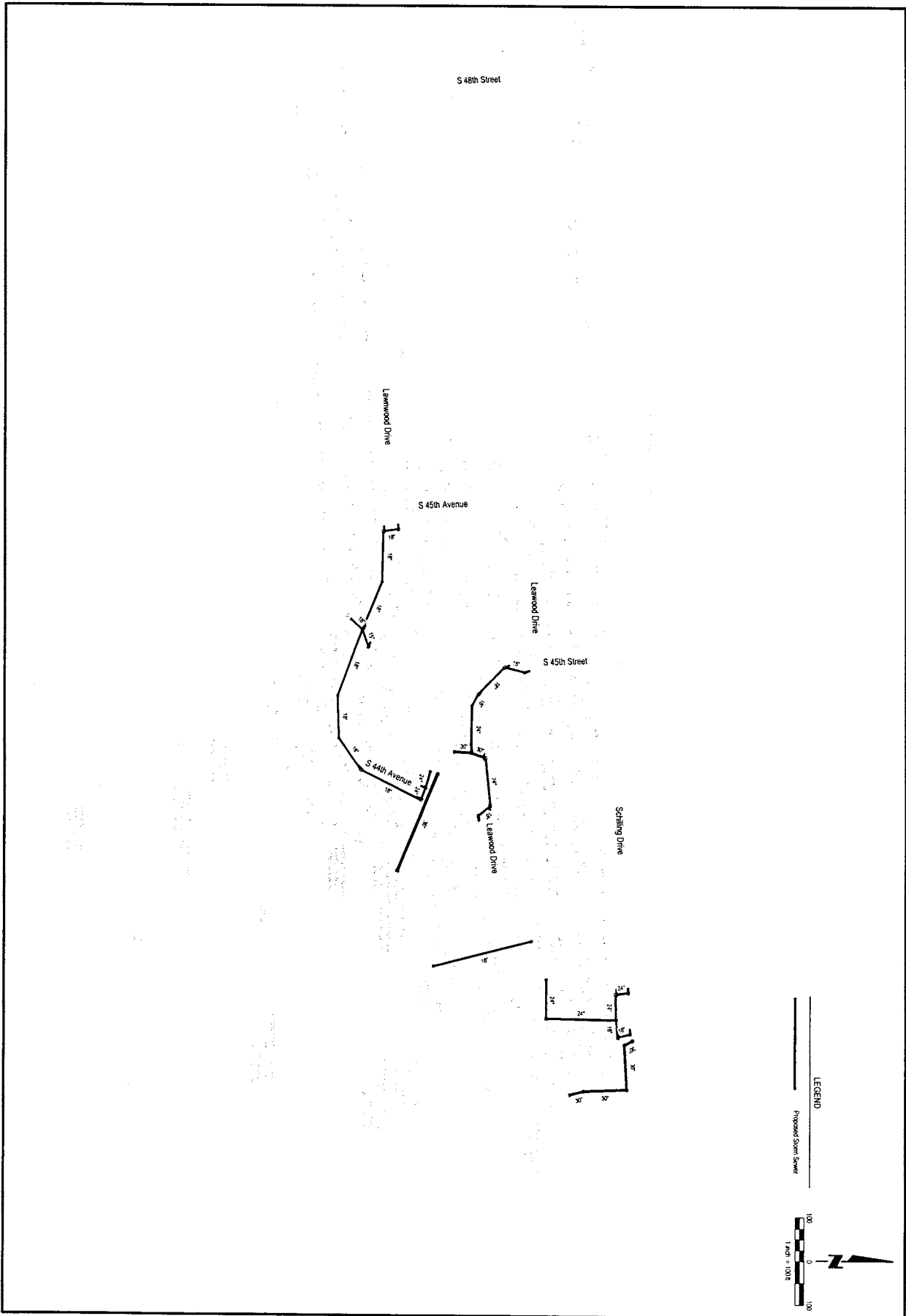
Intersection sight distance for right hand turn onto Captain Road as adequate (ADT = 432, adjustment for slope = 423)

LEGEND

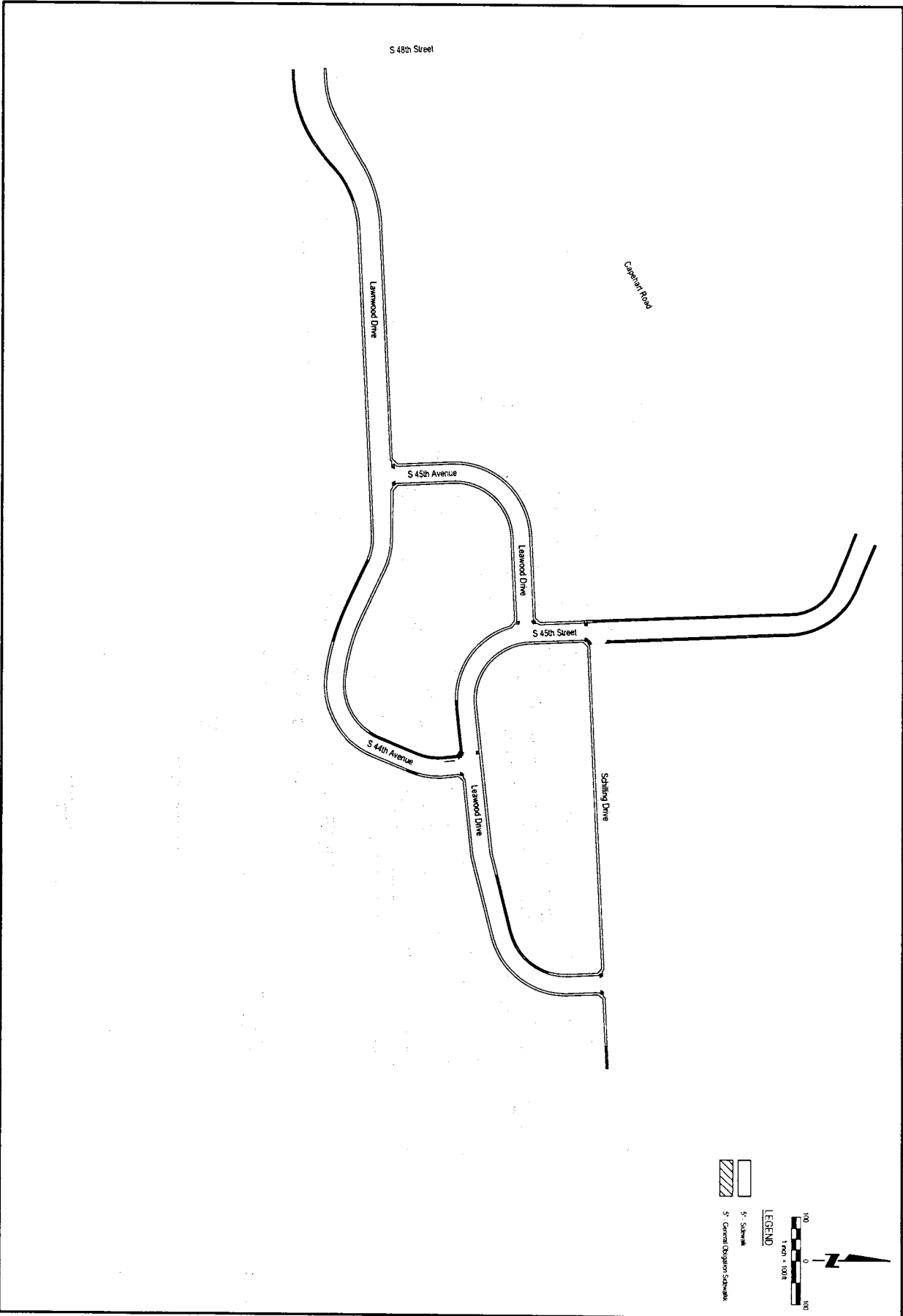
- 7' Pavement
- 5' Pavement
- 5' General Occupant Pavement
- 7' General Occupant Pavement

1" = 100'

Plan No: 02016 S41 001 Date: 08/15/2012 Drawn By: ASS Scale: AS SHOWN Sheet: 1 of 1	<table border="1"> <thead> <tr> <th colspan="2">Revisions</th> </tr> <tr> <th>Date</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> </tr> </tbody> </table>	Revisions		Date	Description			EXHIBIT B PAVING	BELLE LAGO SARPIY COUNTY, NEBRASKA	<p>E & A CONSULTING GROUP, INC. Engineering • Planning • Environmental & Field Services</p> <p>10929 Mill Valley Road, Suite 100 • Omaha, NE 68154 Phone: 402.895.4700 • Fax: 402.895.2196 www.eag2.com</p>
Revisions										
Date	Description									



Proj. No. DP205-541-001 Date 6/15/2017 Designed By ACS Drawn By ASB Scale AS SHOWN Sheet 1 of 1	<table border="1"> <thead> <tr> <th colspan="2">Revisions</th> </tr> <tr> <th>Date</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> </tr> </tbody> </table>	Revisions		Date	Description			EXHIBIT 'B-1' STORM SEWER	BELLE LAGO SARPY COUNTY, NEBRASKA	 E & A CONSULTING GROUP, INC. Engineering • Planning • Environmental & Field Services 10955 84th Valley Road, Suite 100 • Omaha, NE 68154 Phone: 402.395.4700 • Fax: 402.395.1599 www.eacg.com
Revisions										
Date	Description									



LEGEND

 1 inch = 100 ft

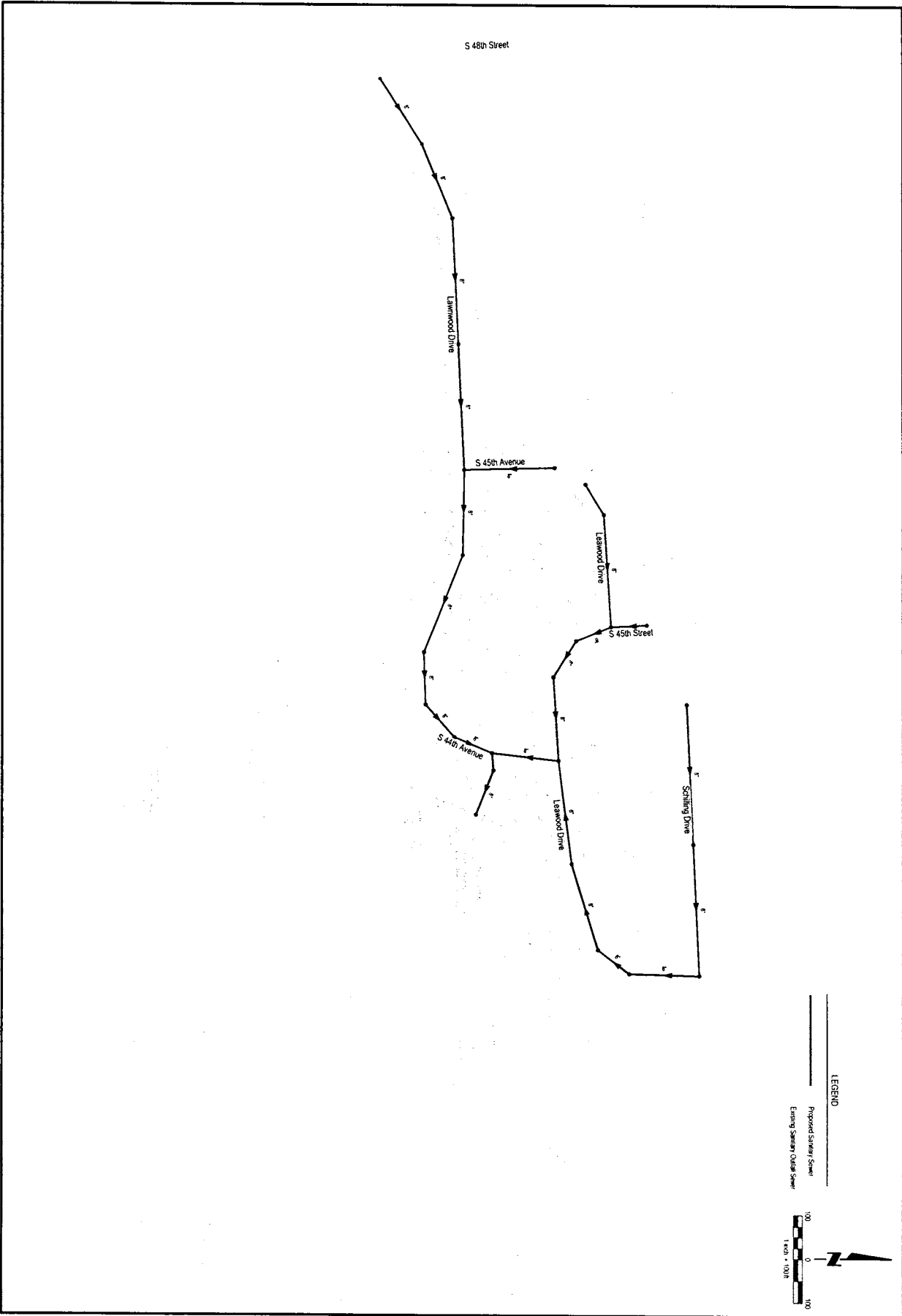
Project: 15711E-04-00 Date: 5/14/2011 Drawn By: ASE Scale: AS SHOWN Sheet: 1 of 1	<table border="1"> <thead> <tr> <th>Date</th> <th>Revisions</th> </tr> </thead> <tbody> <tr> <td>5/16/2011</td> <td>Add sidewalk north to Caspian Road</td> </tr> </tbody> </table>	Date	Revisions	5/16/2011	Add sidewalk north to Caspian Road
Date	Revisions				
5/16/2011	Add sidewalk north to Caspian Road				

EXHIBIT 'B-2'
SIDEWALK

BELLE LAGO
SARPY COUNTY, NEBRASKA



E & A CONSULTING GROUP, INC.
 Engineering • Planning • Environmental & Field Services
 10905 164 1/2 Hwy - Rural Route 100 - Omaha NE 68154
 Phone: 402.594.4100 • Fax: 402.594.5299
 www.eacg.com



Drawn By	gpc/9/24/00	Revisions	
Date	9/25/00	1	Discretion
Designed By	JCS	2	Issued for future construction from the first
Drawn By	ASB		
Scale	AS/24/2000		
Sheet	1 of 1		

EXHIBIT 'C'
SANITARY SEWER

BELLE LAGO
SARPI COUNTY, NEBRASKA



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

10901 MM Valley Drive, Suite 100 • Omaha, NE 68154
Phone: 402.556.4700 • Fax: 402.556.2599
www.eagroup.com

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CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

11a
11-13-17

COUNCIL MEETING DATE:	11/13/2017	AGENDA ITEM TYPE:	
SUBMITTED BY: Joe Mangiamelli, City Administrator		SPECIAL PRESENTATION	<input type="checkbox"/>
		LIQUOR LISCENSE	<input type="checkbox"/>
		ORDINANCE	<input type="checkbox"/>
		PUBLIC HEARING	<input type="checkbox"/>
		RESOLUTION	<input checked="" type="checkbox"/>
		CURRENT BUSINESS	<input type="checkbox"/>
		OTHER (SEE CLERK)	<input type="checkbox"/>

SUBJECT:

Water Franchise Agreement with Metropolitan Utilities District

SYNOPSIS:

Metropolitan Utilities District (MUD) provides water and gas services to the residents of most of Bellevue. The current agreement is expiring and it is necessary that an extension agreement be in place to avoid any lapse in service provision in the future. The Water Franchise Agreement attached extends the services as detailed therein for 25 years.

FISCAL IMPACT:

NEGOTIATED FAVORABLE TERM

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

PROJECT NAME, CALENDAR AND CODING:

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

RECOMMENDATION:

Approve the extension of the Water Franchise Agreement with MUD for 25 years following adoption of the authorizing Resolution. The agreement covers both water, in all of Bellevue and the extraterritorial jurisdiction, and gas service where transmission lines exist. There is no viable alternative for the provision of water service for Bellevue residents and those residing in the sanitary and Improvement districts around the city; Black Hills Energy may provide gas service to some properties lying south of the MUD service area.

BACKGROUND:

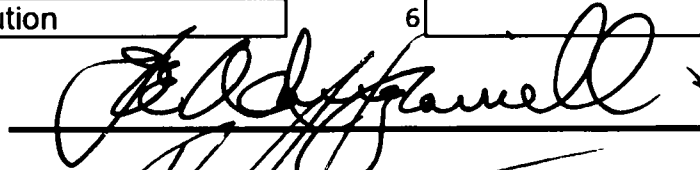
in 1990, an agreement was executed between the city of Bellevue and the Metropolitan Utilities District for water and gas services; that agreement had an extension provision for 25 years. The city and MUD propose to exercise the 25 year renewal option for a continuation of services. In the original agreement, MUD obtained access to certain water and transmission lines from the city; those rights continue during this agreement extension. Bellevue property owners are billed monthly for services provided based on usage.

ATTACHMENTS:

1	Memorandum	4	_____
2	Water Franchise Agreement	5	_____
3	Authorizing Resolution	6	_____

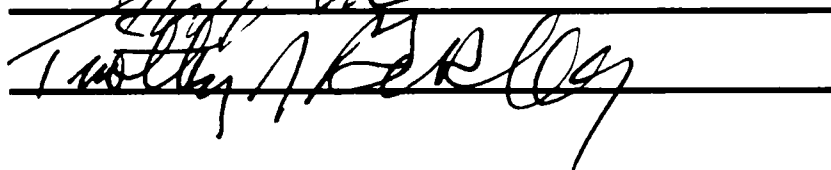
SIGNATURES:

ADMINISTRATOR APPROVAL:



FINANCE APPROVAL:

LEGAL APPROVAL:





City of Bellevue

Office of the City Administrator

October 30, 2017

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

From: Joseph A. Mangiamelli, City Administrator

Subject: Extension of Water Franchise Agreement with Metropolitan Utilities District

RECOMMENDATION: Approve extension of the Water Franchise Agreement with Metropolitan Utilities District (MUD) executed in 1990 for 25 years for water and gas service for Bellevue area.

DISCUSSION: in 1990, the city executed a Water Franchise Agreement with MUD that provided for the District to take over city owned water distribution lines and provide water service to Bellevue residents. That agreement provided a 25 year extension which is now due for consideration. The agreement provides the basis under which Bellevue residents pay for both water and gas to those residing in the corporate limits, as well as those residing in the sanitary and improvement districts around the city.

City staff has met with representatives of the District to discuss the proposed agreement extension provision. There is no viable option for water services and only a portion of the city and extraterritorial jurisdiction area is served by Black Hills Energy. In addition, staff has met with the finance counterparts at the District to discuss rates for collection of the user charges owed by residents for water and gas brought to properties, in hopes of gaining a lesser fee charge. These rates have been carefully reviewed and are deemed appropriate. This can be especially important given the potential increase in billing requirements as property owners can determine their best option for container size for solid waste, yard waste and recyclable materials in the new contract for the same.


Your favorable consideration and approval of the Water Franchise Agreement with MUD for a 25 year period is recommended.

Concurred:

Concurred:

Epiphany Ramos, Wastewater

Rich Severson, Finance Director


Jeff Roberts, Public Works Director

RESOLUTION NO. 2017-23

WHEREAS, the City of Bellevue, Nebraska, and Metropolitan Utilities District entered into a Water Franchise Agreement in 1990 for the provision of water and gas service to Bellevue residents with the District acquiring certain water distribution lines as part of the agreement; and,

WHEREAS, the Water Franchise Agreement ran for 25 years and included a provision for an extension of the same for an additional 25 years; and,

WHEREAS, there is no viable option for water service for Bellevue residents and the residents of sanitary and improvement districts around the city; and,

WHEREAS, City staff have reviewed the Water Franchise Agreement extension proposed by Metropolitan Utilities District for continuation of the services and recommends the same.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BELLEVUE, NEBRASKA, that the Water Franchise Agreement with Metropolitan Utilities District, executed in 1990, be extended for 25 years effective upon approval of this Resolution, is approved and the Mayor is authorized to sign the same on behalf of the City of Bellevue.

Adopted this ____ day of _____, 2017.

Rita Sanders, Mayor

Attest:

Approved as to Form:

Sabrina Ohnmacht, City Clerk

for



Patrick Sullivan, City Attorney

WATER FRANCHISE AGREEMENT

THIS AGREEMENT (“Agreement”), entered into this ___ day of _____, 2017, by and between the Metropolitan Utilities District of Omaha (“District”), a municipal corporation and political subdivision of the State of Nebraska, and the City of Bellevue (“Bellevue”), a city of the first class and political subdivision of the State of Nebraska, collectively referred to as the (“Parties”).

WHEREAS, the District was established and is governed by the State of Nebraska pursuant to Neb. Rev. Stat. § 14-2101 et seq. to provide gas and water services to a city of the metropolitan class and may contract with adjacent municipalities to provide water services outside of the city of the metropolitan class.

WHEREAS, the District and Bellevue previously entered into an agreement on February 26, 1990 (“1990 Agreement”) wherein the District agreed to purchase from Bellevue its water works, water distribution system, equipment, and property;

WHEREAS, the 1990 Agreement also included a 25 year franchise from Bellevue to the District to allow the District to provide water services to those ratepayers of the District located within Bellevue’s City boundaries;

WHEREAS, the 1990 Agreement contained a provision in Section XII that provided that either the District or Bellevue could renew the franchise for an additional 25 year term;

WHEREAS, the 1990 Agreement was then amended, via agreement between the Parties on August 7, 1996 (“1996 Agreement”), to clarify and resolve confusion stemming from the identification and classification of private water service lines and private water lines;

WHEREAS, the Parties now desire to enter into this Agreement to extend the franchise to allow the District to continue providing water and related services within Bellevue's City boundaries as defined below for an additional 25 years from the effective date of this Agreement.

NOW THEREFORE, in consideration of the covenants and agreements set forth herein and within the prior agreements cited above, the Parties mutually agree as follows:

I. FRANCHISE

- A. Bellevue hereby grants to the District a franchise to continue providing water services to those existing and future ratepayers of the District within Bellevue's corporate boundaries and extra territorial jurisdiction ("ETJ") as defined by Neb. Rev. Stat. § 16-901 as it may be modified from time to time by Bellevue.
- B. The District shall provide water services to its existing ratepayers and any new ratepayers within Bellevue's corporate boundaries and ETJ in the same manner with which it provides water services to all of its other ratepayers.
- C. To provide this service, the District shall continue to maintain all necessary water main pipelines, valves and other necessary appurtenances and shall, when deemed necessary by it, repair and construct such appurtenances to provide adequate water services.
- D. This franchise allows the District to continue to use all existing and future publicly dedicated streets, avenues, alleys, bridges and public rights of way to lay, construct and operate the District's existing water distribution system.
- E. This franchise further allows the District to use all existing and future publicly dedicated streets, avenues, alleys, bridges and public rights of way to repair, maintain,

- replace, modify, extend and relocate its water distribution system as it deems necessary.
- F. The District will continue to keep all public fire hydrants within Bellevue's corporate boundaries and ETJ in good and working condition pursuant to all relevant District Water Rules and Regulations.
 - G. In the event the District is required to initiate water use restrictions, those ratepayers within Bellevue's corporate boundaries and ETJ shall be treated in the same manner as all other customers of the District.
 - H. No provision within this Agreement shall be construed to create any property right or interest of any nature in, over, along, under or across any public right of way within Bellevue nor shall it preclude Bellevue from making any change or modification to its public rights of way as it deems necessary.
 - I. All ratepayers within Bellevue's corporate boundaries and ETJ as they exist as of the effective date of this Agreement and as they may change from time to time as determined by Bellevue, will be subject to all applicable rules and regulations established by the District.
 - J. The District will charge all ratepayers within Bellevue's corporate boundaries and ETJ the appropriate rate schedule mandated by those ratepayers' respective agreements with the District as established by and modified by the District, being the same rate schedules charged by the District to its other ratepayers within the District's water service boundary.
 - K. The Parties agree that all of the District's Water Rules and Regulations including those rates and services set forth in its Billing Price Book as they exist on the

effective date of this Agreement and as they may be amended from time to time by the District shall apply to the area subject to this franchise in the same manner as they apply throughout the remainder of the District's water service boundary.

- L. The Parties agree that this franchise will be in full force and effect for a period of twenty-five (25) years from the effective date of this Agreement.
- M. The Parties agree that this Agreement will automatically renew at the end of the term as defined in Paragraph I for an additional twenty-five (25) year term unless either Party gives the other written notice of termination.
- N. The Parties agree that termination of this Agreement can only be accomplished through written notice given to the non-terminating Party. Such written notice must be given no later than three (3) years prior to the effective date of the termination.

II. WATER SERVICE LINE

- A. As set forth in the 1996 Agreement, a "Water service line" is defined in Part V, Section 1 of the District's Water Rules and Regulations.
- B. As set forth in the 1996 Agreement, a "Private water line" is defined in Part X, Section 8 of the District's Water Rules and Regulations.
- C. The Parties acknowledge that Exhibit A of the 1996 Agreement contains a list of water lines, a description of their locations and the determination made by the Parties of how those respective water lines shall be defined. Exhibit A of the 1996 Agreement is hereby incorporated into this Agreement and attached to this Agreement for ease of reference.

III. MISCELLANEOUS

- A. The Parties agree and acknowledge that the District is a municipal corporation and political subdivision organized pursuant to Nebraska State Law and all sections of state law under Section 14, Article 21 apply to it.
- B. This Agreement shall be governed in all respects by the laws of the State of Nebraska and the venue for any litigation with respect hereto shall be in the courts of Sarpy County, Nebraska.
- C. For purposes of determining the enforceability of this Agreement, electronic, digital and facsimile signatures shall be deemed originals, and this Agreement may be executed in any number of counterparts. IN WITNESS WHEREOF, Metropolitan Utilities District of Omaha and the City of Bellevue execute this Agreement through their duly authorized officers.

CITY OF BELLEVUE

METROPOLITAN UTILITIES
DISTRICT OF OMAHA

Rita Sanders, Mayor

Scott Keep, President

ATTEST:

By: _____

By: _____

APPROVED AS TO FORM:



CITY OF BELLEVUE

METROPOLITAN UTILITIES DISTRICT OF OMAHA
Senior Vice President, General Counsel

CITY OF BELLEVUE, NEBRASKA
 AGENDA ITEM COVER SHEET

12a
 11-13-17

COUNCIL MEETING DATE:	11/13/2017	AGENDA ITEM TYPE:	
SUBMITTED BY: Mayor Rita Sanders		SPECIAL PRESENTATION	<input type="checkbox"/>
		LIQUOR LISCENSE	<input type="checkbox"/>
		ORDINANCE	<input type="checkbox"/>
		PUBLIC HEARING	<input type="checkbox"/>
		RESOLUTION	<input type="checkbox"/>
		CURRENT BUSINESS	<input checked="" type="checkbox"/>
		OTHER (SEE CLERK)	<input type="checkbox"/>

SUBJECT:
Smart Cities Lab Participation

SYNOPSIS:
 The Smart Cities Lab includes 12 lighthouse cities committed to leading research and change in urban mobility.

FISCAL IMPACT:
 \$2500 from Community Betterment

BUDGETED ITEM: YES NO
 GRANT/MATCHING FUNDS YES NO
 IF NO, EXPLAIN: IF YES, %, \$, EXPLAIN:
 The Greater Omaha Area was selected to be part of this program after budgeting.

PROJECT NAME, CALENDAR AND CODING:

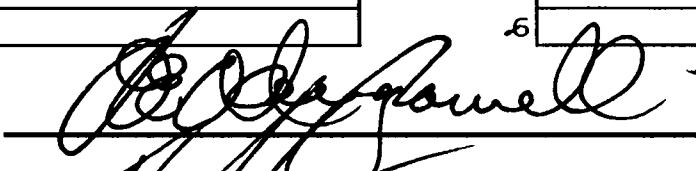

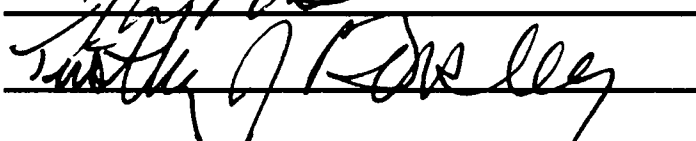
Requestor	Project Name:	_____
	Expected Start Date:	_____ Expected End Date: _____
	CIP Project Name:	_____
	MAPA # and Name:	_____
Finance	Street District # and Name:	_____
	Distribution Code:	_____ [Fund-Dept-Project-Subproject-Funding Source-Cost Center]
	GL Account #:	_____ GL Account Name: _____

RECOMMENDATION:
 Authorize funding of \$2500 for the Smart Cities Lab assessment out of Community Betterment.

BACKGROUND:
 The purpose of the assessment is to create the foundation for a dynamic twelve-city laboratory by engaging with the cities stakeholders to help us identify consensus points across the cities in four key priorities related to mobility: Policies, Practices, Data & Solutions. Our team -- with deep experience in tech, smart cities, transportation, innovation, and building consensus -- will drive the cities toward better outcomes in Mobility, Pilots, Partnerships, Funding and Data Measurement.

ATTACHMENTS:

1	Smart Cities Lab Information Packet	4	
2		5	
3		6	

SIGNATURES:
 ADMINISTRATOR APPROVAL: 
 FINANCE APPROVAL: 
 LEGAL APPROVAL: 

PETER KIEWIT

Board of Trustees
Mogens C. Bay
Michael L. Gallagher
John W. Hancock
Jane E. Miller
G. Richard Russell

1125 South 103rd Street
Suite 500
Omaha, Nebraska 68124
P: 402-344-7690
F: 402-344-8099
peterkiewitfoundation.org

November 1, 2017

Ms. Rita Sanders, Mayor
City of Bellevue
210 West Mission Avenue
Bellevue, Nebraska 68005

Dear Mayor Sanders:

Thank you for your participation, financial contribution, and allocation of staff resources for the region's participation in Smart Cities Lab! This is an exciting opportunity to identify transportation solutions to improve access to jobs, education, health care and more.

The Smart Cities budget is approximately \$95K. A list of committed public and private funders is attached. Please confirm the amount of funding the City of Bellevue will commit.

The Washington D.C. based Smart Cities Lab team will be visiting the area November 14-16 to gain a better understanding of the region's approach to mobility through a deep-dive assessment. We have scheduled an hour for you to visit with their team on November 14. They will also conduct one-on one interviews with a range of regional stakeholders during their visit. A briefing packet providing more detail about the assessment is enclosed for your reference.

Potential interviewees include city and county elected officials, representatives from transit entities, city departments and county agencies; and key members of the education, business, healthcare, philanthropy and technology sectors. Your input is welcome in contributing names of specific individuals from the City of Bellevue that we should engage in that process.

Jen Olds has been assigned as the point of contact for the Smart Cities Lab effort. Jen's email is jolds@pkfdn.org. Please feel free to contact Jen with suggestions, feedback, or questions.

Again, thank you for your commitment and leadership to the Smart Cities Lab. This public-private collaborative has the opportunity to shape transportation technology solutions that will benefit the region's populace, improve our ability to attract businesses and young professionals, and improve our economy. I look forward to serving with you on the steering committee, and please let me know if there is any other information I can provide at this time.

Best Wishes,



Jeff Kutash
Executive Director

JBK: jmo
Enclosures

cc: Joe Mangiamelli, City Administrator
Larry Burks, Assistant City Administrator

GREATER OMAHA REGION SMART CITIES LAB

The Greater Omaha region is the 12th community to be invited into the Smart Cities Lab. The invitation is based on the proposal Omaha submitted for the 2016 USDOT Smart Cities Challenge and our top 15 finish in this competition. Being part of the Smart Cities Lab provides the Greater Omaha region the opportunity to investigate the application of technology to solve regional issues, as well as to learn from and with the other metro areas participating in the Smart Cities Lab. Working in this multi-city arrangement will accelerate the process for determining the best approaches for moving the Greater Omaha region forward with technology solutions that provide the greatest impact on mobility and community needs.

What's next? A Deep-Dive Assessment

Purpose: The purpose of the assessment is to better understand the Greater Omaha region's approach to mobility by conducting an intensive deep-dive by working with a core group of stakeholders to define local priorities, identify areas of consensus, and accelerate the ability to enact change. We will develop a common set of issues to serve as the basis to engage stakeholders in the region. The Smart Cities Lab team will spend five days conducting a mobility assessment within the region and will interview regional stakeholders. This deep-dive on mobility will form the basis for the development of an implementation strategy and plan. As part of the deep-dive, we will also look at policies, best practices, barriers and solutions around technology, transportation, and mobility.

Peer Cities: The assessment will also be enhanced by the lessons learned from peer cities. The multi-city platform will help communities accelerate the process for determining what works and what does not work, in solving mobility and community challenges. The cities will share lessons for accelerating the implementation of evidence-based solutions and drive scalability and standardization. The multi-city lab will also show how other cities approach mobility, emphasizing its relationship to economic development, healthcare, affordable housing, education, and workforce development.

;

Participant Instructions

*Please review the below information in advance of our interview.
We will seek your oral acknowledgement and consent at the outset.*

Purpose. We are conducting research on behalf of the Smart Cities Lab, several foundations, and ten cities. We invite you to take part in our research, which concerns mobility challenges and solutions in your city and how they align with other cities. We selected you as a possible participant in this research because of your experience and expertise regarding your city, transportation policy, and related issues. We seek to engage you in a confidential conversation to gather your candid insight about these issues.

Approach: We seek to understand each city's approach to mobility through a series of interviews with core stakeholders in each city. Our goals are to define local priorities, identify areas of potential collaboration with other cities, and diagnose opportunities to help cities accelerate change. To do so, our interviews focus on a set of common issues across cities, with each interview tailored to each city and stakeholder. We undertake these interviews during week-long deep-dives in each city which will form the basis for an ensuing implementation strategy.

Procedures. The interview will involve questions about your city and mobility. It should last 30 minutes to an hour. With your permission, we will take notes during the interview and record the conversation solely for ensuring the accuracy of our notes. We expect to conduct only one interview, but we may need to follow-up by phone or email if we need to clarify a point or two (done within 60 days).

Benefits and Compensation. There is no direct benefit to you for taking part in this interview.

Confidentiality. Your responses will be treated as confidential data and will not be attributed to you. If results of this study may be published or presented, individual names and other personally identifiable information will not be used without permission. To minimize the risks to confidentiality, we will prevent any information that is obtained through this study from being linked to you in any way.

Participation in research is completely voluntary. You are free to decline to participate in this project. You may decline to answer any question, and are free to cease participating in the project at any time.

Questions? Please feel free to contact Mark Dowd at 917.747.2892.

SMART CITIES LAB

TEN cities. ONE laboratory.
Solving tomorrow's problems.

The *Smart Cities Lab* is ten lighthouse cities committed to leading a revolution in urban mobility. The Lab serves as a dynamic hub to:

- ✓ **Leverage** the talent, vision, and commitment of America's cities to drive economic growth and social equity.
- ✓ **Accelerate** the adoption, scaling, and replication of new mobility solutions.
- ✓ **Invest** in solutions to stubborn urban challenges through public-private partnerships.



AUSTIN | COLUMBUS | DENVER | DETROIT | KANSAS CITY | LOS ANGELES
PITTSBURGH | PORTLAND | SAN FRANCISCO | WASHINGTON, DC

THE CHALLENGE. These ten cities collectively assembled over \$300 million in federal and matching funds for urban transportation technology pilots over the next four years -- but they lack the capacity to harness the full potential of this planned infrastructure investment. Linking these city efforts into a single testbed will unlock new opportunities and accelerate progress on our most pressing social problems, such as climate and access to health care, jobs, education, and more.

KEY OUTCOMES. Our team -- with deep experience in tech, smart cities, transportation, innovation, and building consensus -- will drive the cities toward better outcomes:



Mobility as a Solution

Reduce congestion and emissions, and help people to access jobs, food, healthcare, and education.



Partnerships & Funding

Create a favorable environment for investment, raising over \$700M in funding over three years from government, private sector, and philanthropic sources.



Pilots & Prize Challenges

Catalyze through prize challenges and funding a minimum of fifteen coordinated mobility pilots consistent with the information developed in the mobility assessment.



Data & Measurement

Develop common data and collection standards shared by the ten cities that underpin an evidence-based approach to measuring the benefits of new mobility.



Policy & Standards Development

Drive adoption of common approaches to open data, bridging the digital divide, automated vehicles regulation, fleet electrification, procurement, privacy, security, and more.



Sharing What Works

Establish innovative ways to leverage the network on a monthly basis—along with bi-annual meetings with mayors—to review experiences, share wins and losses, and develop solutions to common challenges.

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TEAMWORK

These mayors recognize that isolated technology pilots will not relieve the pressure on their cities' transportation systems. This recognition is foundational to why cities are working with the Lab to accelerate the adoption of new mobility. The ten cities are committed to reaching consensus on a handful of critical policies, best practices, data solutions, and technologies.

The Lab's first task is working directly with the cities and their stakeholders, along with NGOs, foundations, the Federal government, technology and mobility companies, and universities to conduct an in-depth ten-city mobility assessment to determine where the cities can quickly reach consensus. This consensus will be critical to attracting funding and resources to the cities, creating public-private partnerships, and driving common approaches and standards in a rapidly changing environment.

TEN CITY MOBILITY ASSESSMENT

Policies & Practices

Data & Technology



BUILD CONSENSUS

Public-Private Partnerships & Alternative Funding

Common Approaches & Standards



ACCELERATED ADOPTION of NEW MOBILITY

Mobility as a Solution

Solving Stubborn Urban Challenges



Climate
Change



Access to
Healthcare



Affordable
Housing



Education



Workforce
Development

Team Biographies

Kristie Chin, Director

kchin@smartcitieslab.org

Kristie Chin is Executive Director for the Texas Innovation Alliance - an action network of local, regional, and state agencies and research institutions who are committed to addressing mobility challenges for all Texas communities. The Alliance was critical to securing the USDOT Designation as the only statewide Automated Vehicle Proving Grounds and is continuing to position the state as leader for transportation investment opportunities. Currently based at the University of Texas at Austin, Chin supports the Texas Department of Transportation (TxDOT) in developing strategies for emerging technologies such as connected and automated vehicles through the Texas Technology Task Force. Chin brings to the Lab her doctoral research in smart cities and experience as a key member of the City of Austin's team in the USDOT Smart City Challenge.



Previously, Chin served as a Performance Improvement Analyst for the City of South Bend where she launched the S.BEND Report as a data-driven community engagement tool. Chin earned her PhD in Transportation Engineering from the University of Texas at Austin, a Master's in Architecture from the University of Notre Dame, and her Bachelor's in Civil Engineering from Brown University.

Dan Correa, Director

dcorrea@smartcitieslab.org

Dan Correa works as a strategic advisor to nonprofits and philanthropies. He is the former Assistant Director for Innovation Policy at the White House Office of Science and Technology Policy under President Barack Obama. At the White House, his portfolio spanned topics from government innovation to entrepreneurship policies. He launched and led the White House Smart Cities Initiative, which invested over \$350 million in the development of new technologies to help cities solve pressing challenges, and included the launch of the MetroLab Network, which brings researchers from over 40 universities together with local policymakers to deploy innovative technologies that benefit their local communities. He crafted the President's Strategy for American Innovation, which provided a blueprint for the Administration's efforts to promote lasting economic growth and competitiveness through innovation.



Prior to joining the White House, Correa worked as an analyst at the Information Technology and Innovation Foundation, a Washington, D.C. think tank, where he developed innovation, entrepreneurship, and broadband policies. Correa has also consulted for the Connecticut Technology Council on state entrepreneurship policies and technology-based economic development, and has worked on several political campaigns. He previously was the Kauffman Fellow in Law, Economics and Entrepreneurship at Yale Law School. Correa is a graduate of Yale Law School, holds a Masters in Economics from Yale University, and a Bachelors from Dartmouth.

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Mark Dowd, Director

mdowd@smartcitieslab.org

Mark K. Dowd is currently a Visiting Scholar at UC Berkeley where he is working with cities to find innovative ways to accelerate the adoption of new mobility technologies. He served as a Senior Advisor in the White House Office of Management and Budget until January 20th of this year. Prior to joining the White House, Mark was a Senior Advisor to Secretary Foxx and a Deputy Assistant Secretary for Research and Technology where he worked on issues related to technology and innovation. Mark is the architect of the Smart City Challenge that fundamentally changed the way American cities approach mobility.



Before joining the White House, Mark was a senior member of President Obama's Auto Task Force where he worked on the historic restructuring of General Motors and Chrysler from 2009 to 2011. He received the U.S. Environmental Protection Agency's Gold Medal as well as awards from the Department of Justice's Environment and Natural Resources Division and the U.S. Attorney's Office (Southern District) for his work on the bankruptcies.

More recently, Mark served as a Senior Advisor to both the White House Council on Environmental Quality in 2012 and the Hurricane Sandy Task Force in 2013, and a director and assistant general counsel at the Association of Global Automakers from June 2013 to June 2015 where he worked on policy development for advanced vehicle technologies. Mark practiced law for thirteen years in New York City at the law firm of Schulte Roth & Zabel, specializing in transactions, restructuring, litigation, and regulatory matters as they relate to environmental and energy issues. Mark attended Rutgers College and Seton Hall University School of Law.

Kerry Duggan, Director

kduggan@smartcitieslab.org

Kerry Duggan is the founder of SustainabiliD, an intentionally small, boutique consulting firm. She is also Adjunct Faculty at Johns Hopkins University. Until January 2017, Duggan served as Deputy Director for Policy in the Office of Vice President Joe Biden, providing routine direct advice to the Vice President on a broad range of policy issues, including energy and environment, climate change (and climate impacts on national security and energy infrastructure), clean energy technology, finance and R&D, water, climate smart resilient cities, and Detroit's revitalization. She simultaneously served as Deputy Director of the White House's Detroit Federal Working Group.



Prior to joining the Vice President's staff, Duggan served as the Secretary of Energy's Liaison to the City of Detroit. Her previous roles at the U.S. Department of Energy (DOE) include Stakeholder Engagement Director, Director of Legislative, Regulatory & Urban Affairs, and Senior Policy Advisor in the Office of Energy Efficiency & Renewable Energy.

Earlier positions included leading the federal political and campaigns activities for the non-partisan

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national League of Conservation Voters (LCV) and serving as Deputy Director at the Michigan LCV. She also held policy and campaign roles with the Michigan Environmental Council. Duggan earned her B.S. in Environmental Studies from the University of Vermont and her M.S. in Natural Resource Policy & Behavior from the University of Michigan.

Reuben Sarkar, Advisor
reuben.sarkar@gmail.com

Reuben Sarkar is the former Deputy Assistant Secretary for Transportation within the Office of Energy Efficiency and Renewable Energy in the U.S. Department of Energy. While at DOE, Reuben oversaw EERE's Sustainable Transportation sector, including the Vehicle, Fuel Cell, and Bioenergy Technologies offices with more than \$600 million in annual research, development, demonstration and deployment activities. He also built from the ground up EERE's mobility program and formed DOE's partnership and engagement with DOT on their Smart Cities Challenge.



Reuben recently joined Alligant Scientific LLC as its Chief Operating Officer in September 2017. Alligant Scientific is developing new approaches to interesting and socially relevant technical problems in energy and materials science. Before joining EERE, he worked at Proterra Inc., a leading manufacturer of electric buses and fast charging stations where he held roles in business development, strategy and engineering. While at Proterra, oversaw development of the first all-electric bus to pass rigorous Federal bus validation and is now deployed in public transit service in multiple cities across the country. Prior to this, Reuben spent more than 10 years at General Motors where his most recent position was as lead engineer on the electric drive unit for the Chevy Volt. Reuben holds both Bachelor and Master of Science degrees in chemical engineering, as well as an MBA with high distinction, all from the University of Michigan in Ann Arbor.

Smart Cities budget is \$80-100K

Funding Source	Commitment
Peter Kiewit Foundation	\$35,000
The Sherwood Foundation	\$35,000
Iowa West Foundation	\$5,000
MAPA	\$5,000
City of Council Bluffs	\$2,500
City of Omaha - -	TBD
City of Bellevue	TBD
Sub-Total	\$82,500
Remaining Gap to be Filled	\$12,500
TOTAL	\$95,000

126
11-13-17

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE:	11/13/2017	AGENDA ITEM TYPE:	
SUBMITTED BY: Larry Burks, Assistant City Administrator		SPECIAL PRESENTATION	<input type="checkbox"/>
		LIQUOR LISCENSE	<input type="checkbox"/>
		ORDINANCE	<input type="checkbox"/>
		PUBLIC HEARING	<input type="checkbox"/>
		RESOLUTION	<input type="checkbox"/>
		CURRENT BUSINESS	<input checked="" type="checkbox"/>
		OTHER (SEE CLERK)	<input type="checkbox"/>

SUBJECT:

Socrata Open Data Recommendation

SYNOPSIS:

The City of Bellevue partnered with Socrata Open Data for 3 apps on the open data portal. The training and implementation of the portal did not go as anticipated. The customer service, intuitiveness and usability is not what was expected.

FISCAL IMPACT:

Approximately \$17,999 no longer expended.

BUDGETED ITEM: YES NO
IF NO, EXPLAIN:

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

An OpenData portal was part of the current budget and funds can be reserved or reallocated.

PROJECT NAME, CALENDAR AND CODING:

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

RECOMMENDATION:

Administration is recommending termination of the Socrata agreement. If the Council determines the need for a full OpenData Portal, revisiting the RFI should be considered. Staff has determined simpler means to full fill the Open Data policy. If a determination is made to continue with the Socrata agreement, additional resources will be needed.

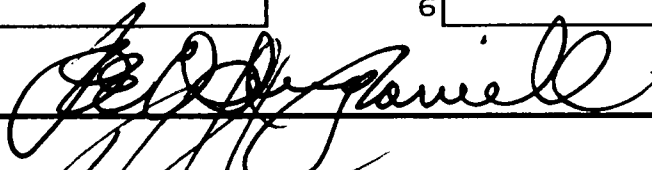
BACKGROUND:

The City of Bellevue identified transparency as a strategic initiative and adopted an Open Data policy to be implemented in 2016. The City of Bellevue Administration envisioned an Open Data portal much different than the current Portal apps. In August of 2016, staff started training and implementation of the Portal. The attached termination letter explains a few of the difficulties experienced with Socrata's products and service.

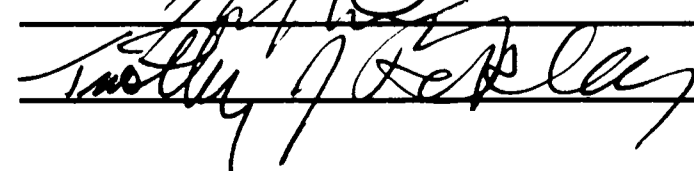
ATTACHMENTS:

- | | | | |
|---|-------------------------------------|---|--|
| 1 | Memo to Mayor & Council | 4 | |
| 2 | Termination Letter - Legal Reviewed | 5 | |
| 3 | | 6 | |

SIGNATURES:

ADMINISTRATOR APPROVAL: 

FINANCE APPROVAL: _____

LEGAL APPROVAL: 



City of Bellevue

Office of the City Administrator

210 West Mission Avenue • Bellevue, Nebraska 68005 • (402) 293-3022

To: Mayor Rita Sanders and Bellevue City Council
From: Larry D. Burks, ICMA-CM, MPA, CED
Date: November 13, 2017
Subject: Socrata OpenData

Dear Mayor Sanders and Bellevue City Council,

Over the past several months, you may have read in my Management Report about issues regarding the implementation of the Socrata OpenData portal. At the request of City Administrator Joe Mangiamelli, I have prepared a detailed list of issues we are facing with the OpenData portal from Socrata. I have outlined my concerns in this memo.

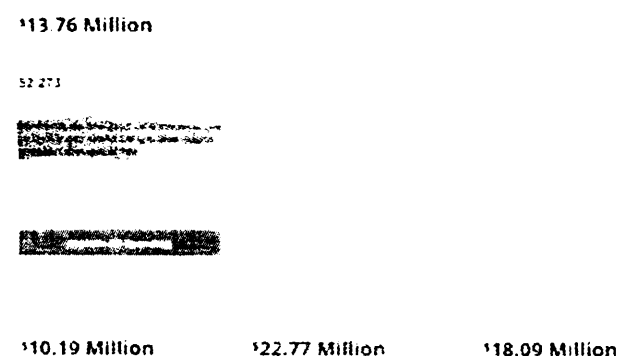
Background

In December of 2015, the Bellevue City Council adopted an OpenData ordinance. An RFI resulted and Socrata was selected as the preferred portal provider by the Technology Committee. After a period of negotiations, an agreement was adopted in August of 2016 for three Socrata products: Open Budget App, Open Expenditures App and a general OpenData Portal for a variety of information.

Andrew Ho, Socrata's sales representative and Bellevue's City Council representative Carol Blood, emphasized convincingly the "great benefits the Socrata OpenData portal would bring" to the Bellevue organization and community. Therefore, I was initially confident the Socrata OpenData portal would be a great asset to the organization and citizens of Bellevue. Furthermore, I personally negotiated a deal that resulted in an OpenData product package and subscription price likely better than 90% of the comparable communities. Therefore, I was initially confident the Socrata OpenData portal would be a great value as well. However, after my training and implementation experience and after an agreement was signed, difficulties started to emerge, as did my concerns.

Usability

As seen in the visual example of the 2017 Spending Summary chart taken from the Open Expenditure app (see image at right), the line chart is confusing and sends a confusing visual message to the user. Although some of the information offered in the OpenData applications offers some value, too much of the





City of Bellevue

Office of the City Administrator

210 West Mission Avenue • Bellevue, Nebraska 68005 • (402) 293-3022

information is indecipherable and would cause confusion to the typical citizen user.

Another example of information creating confusion is within the Open Budget app. Although there is a nice visual representation of the capital improvement projects (CIP) on the Open Budget Home Page, under the CIP title “Where’s it Going?” within the app the location information does not display (see image at right).

\$28.69 Million



The two examples shared here only scratch the surface of the apps’ weaknesses. Many more can be shared if necessary. More concerning is the fact Bellevue’s staff and citizenry have not fully explored the app. I am certain if staff and citizens explore the apps provided, more examples similar to the previous two will be discovered. I have been assured most of the problems can be addressed but there would be additional costs.

Costs

I am pleased with how negotiations went with Andrew Ho and Socrata. I was able to negotiate a remarkable deal for the City of Bellevue. Bellevue receives services for what many communities pay \$25,000 per year or more, for approximately \$18,000 per year. However, if Socrata’s products create confusion for the users, and does not satisfy Bellevue’s wants or needs, then any dollar amount is too much.

As mentioned, several of the display issues can be changed. However, most of the work would require a “consultation” from one of Socrata’s developers. During negotiations, the Technology Committee was advised that a developer would seldom be needed once the implementation process was completed. Andrew Ho made assurances to committee members that Socrata Technical Support would take care of nearly all the problems experienced. Technical Support consists of email, phone calls and all of the online resources. However, my experience has proven otherwise. Many of the changes needed, would require a developer consultation. During a phone conversation with Katie Douglas, Socrata Customer Success contact, I learned that if a consultation required a developer to access the portal, the consultation fee would be in the range of \$50.00 to \$80.00 per hour, “Depending on the service package we purchased.”



City of Bellevue

Office of the City Administrator

210 West Mission Avenue • Bellevue, Nebraska 68005 • (402) 293-3022

Staff Technical Ability

The City of Bellevue is in a unique situation compared to most other Socrata clients. Bellevue contracts with Sarpy County IT for services, whereas other clients have fully staffed IT departments and dedicated staffing trained for working with this type of technology. For example, the City of Davenport, IA had a team of five IT professionals working on their portal.

During negotiations and after implementation had begun, it was realized that help with SQL computer programming would be needed. Since Bellevue has no one on staff with this type of technical ability readily available we looked to a Sarpy County IT initially for help.

Unfortunately, Bellevue's IT agreement does not include SQL and other programming. As a last effort to make this portal work, conversations with Shonna Dorsey of Interface Web School and the AIM Institute of Omaha led to the hopes Bellevue may qualify for a Department of Labor grant to fund a part-time position to assist with the OpenData portal refinement. Unfortunately, there were no grants for governmental entities. If decisionmakers choose to continue with Socrata's portal, we will need to pay Socrata, Sarpy County IT or someone yet to be determined for programming services.

The City of Bellevue has talented people on staff who manage the website and other electronic communications very effectively. Mr. Ho proclaimed that managing an OpenData portal is comparable to being a webmaster on a website. When asked if the Socrata OpenData portal was "similar to managing a Facebook or LinkedIn page," Mr. Ho provided consistent affirmation that it was. The Bellevue staff takes pride in their work and administration expects the best possible work out of staff. Disappointingly, I and others on the Technology Committee had no idea of the complexity associated with portal administration. In fact, it is within the area of technical ability is where I feel most "duped" by Socrata. It is very painful to be set up to fail just to make the sale.

Need

Now that two of the three Bellevue OpenData apps have begun implementation, we have access to other communities' portals. With this access, numbers regarding user visits or "views" can be seen. For example, the Bellevue portal is not accessible to the public as of yet, however, our portal shows approximately fifty-five views to the Open Expenditures app (see Attachment A). These views all are undoubtedly Bellevue, Sarpy County IT and Socrata implementation visits.

Thinking optimistically, if Bellevue's portal received three times as many views than Grand Island in one year, we would be paying over \$66 per view. Again, thinking optimistically,



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suppose Bellevue has as many views as West Hollywood, CA. Nearly 600 views per year would be at a cost of \$30 per view. With this new information, we must reassess the OpenData portal's value to the City of Bellevue.

On March 4, 2015 Grand Island, Nebraska's Open Budget app was created. It is alarming that only ninety views have been recorded since its creation date nearly three years ago (see Attachment B). We must question how many of the ninety views recorded are Grand Island or Socrata staff views? While at ICMA's Annual Conference I discussed Socrata with Marlin Ferguson, Grand Island's City Administrator. Mr. Ferguson advised me that Grand Island did not renew their service agreement due to the amount of portal maintenance and more importantly, the low usage.

Internal discussions by staff have resulted in many other better uses of funds. I personally have had a change of opinion regarding Socrata's value now that I have knowledge previously inaccessible. Staff is not against OpenData, however, spending \$18,000 dollars per year is not necessary if leaders want to share OpenData information about operations, finances, economic development or any other aspect of the city. With \$18,000 per year, a graduate student could be hired part-time to work with Administration, Finance and Communications to develop graphics and information for placing on Bellevue's web page and social media outlets, likely with excess time to do other tasks.

Red Flags

Initially, Socrata appeared to be a cost-effective way to professionally meet the OpenData ordinance adopted by council. It is important to note that everyone from Socrata has been professional and genuinely seem to be doing their best. However, as the project progressed several red flags arose. Below are a few noted examples.

Shortly following the Socrata contract approval, Andrew Ho resigned at Socrata and changed jobs. This caused alarm due to all the tacit information he had regarding my expectations and he served as a great resource. Furthermore, he made assurances that have not come true and Socrata no longer can hold him accountable.

During implementation, the SQL coding was not correct and took three or more attempts to get financial information to transfer correctly. The system "glitches" were one of our greatest concerns. Additionally, the appearance of the information in graphic form was unacceptable and some of the headings were vague and could not be changed in the financial software. Those that could be changed, had to be manually changed in the portal. Now, when you cross reference



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data, the information can be confusing.

The last email I received from Katie Douglas, Bellevue's Customer Success Manager, was received on March 14th, 2017. The next email from Socrata was on May 5th, 2017 from Rebecca Wage, advising me that she would be Bellevue's new Customer Success Manager. Since we had planned to "go live" with the portal in March, I am concerned about attentiveness, staff turnover and customer service consistency at Socrata.

Most of Socrata's online training consisted of webinars and hour-long videos. None of the staff were able to consistently carve out time in their schedules to view all of the trainings. The trainings also used terminology unfamiliar to a "green" portal administrator. Finally, the implementation hours were used very quickly and did not seem to be adequate.

Recommendation

An Open Data policy is a good thing to offer citizens in any community. Much of the Open Data information is now available to the public via our web site. The City of Bellevue can provide the information in a searchable, easily understood, professional and cost-effective manner without the Socrata portal.

The information provided within this memo, is only a partial list of incidents and concerns. Administration is recommending the service agreement with Socrata be terminated. A termination letter addressed to Socrata, reviewed by Bellevue's legal department, and included for your consideration. If there are any questions, I or a member of the staff will be happy to answer them as quickly as we can.

Glad to be of service,

Larry D. Burks, ICMA-CM, MPA, CED
Assistant City Administrator



City of Bellevue

Office of the Administrator

1500 Wall Street • Bellevue, Nebraska 68005 • (402) 682-6632

To: Socrata
705 5th Ave S., Suite 600
Seattle, WA 98104

From: City of Bellevue, Nebraska
1500 Wall Street
Bellevue, NE 68005

Date: October 26, 2017

RE: Refusal and Termination of Socrata's Open Data Services

To whom it may concern,

In August of 2016 an agreement for three Socrata products was adopted by the City of Bellevue, Nebraska: Open Budget App, Open Expenditures App and a general Open Data Portal for a variety of information. Due to the fact Socrata is an ICMA Strategic Partner, I was initially confident the Socrata Open Data portal would be a great asset to the organization and citizens of Bellevue. Andrew Ho, Socrata's sales representative, and Bellevue's City Council representative Carol Blood, emphasized convincingly the simplicity and "great benefits the Socrata Open Data portal would bring" to the Bellevue organization and community. However, after my training and implementation experience and after an agreement was signed, difficulties started to emerge and are outlined in this letter.

Usability

The Open Expenditure App has a variety of issues. For example, the line chart is confusing and sends a confusing visual message to the user. The imagery was adjusted but could not be fixed or removed. Although some of the information in the Open Data applications has some value, much of the information is indecipherable and would cause confusion to the citizen user. For example, there is information creating confusion within the Open Budget App. Although there is a nice visual representation of the capital improvement projects (CIP) on the Open Budget Home Page, under the CIP title "Where's it Going?" the location information does not display at all. To correct these problems would require coding time and additional expenditures.

A few of the display issues can be changed. However, much of the work would require a "consultation" from one of Socrata's developers. During negotiations, Bellevue's Technology Committee was advised that "a developer would rarely be needed once the set-up process was completed." Andrew Ho made assurances to committee members that Socrata Technical Support would take care of nearly all the problems experienced. Technical Support consists of email, phone calls and all of the online resources. However, my experience has proven otherwise. Many of the



City of Bellevue

Office of the Administrator

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changes needed would require a developer consultation. During a phone conversation with Katie Douglas, Socrata Customer Success contact, I learned that if a consultation required a developer to access the portal, the consultation fee would be in the range of \$50.00 to \$80.00 per hour, “Depending on the service package we purchased.”

The City of Bellevue has talented people on staff who manage the City’s website and other electronic communications very effectively. Mr. Ho proclaimed that managing an Open Data portal is comparable to being a webmaster on a website. When asked if the Socrata Open Data portal was “similar to managing a Facebook or LinkedIn page,” Mr. Ho provided consistent affirmation that it was. The Bellevue staff takes pride in their work and administration expects the best possible work out of staff. Disappointingly, I and others on the Technology Committee had no idea of the complexity associated with portal administration.

Customer Service

Soon following the Socrata contract approval, Andrew Ho resigned at Socrata and changed jobs. This caused alarm due to all the tacit information he had regarding my expectations, and he served as a great resource. Furthermore, he made assurances that have not come true. Neither the City of Bellevue or Socrata can hold him accountable for his assurances.

During the implementation, the SQL coding was not correct and took three or more attempts to get financial information to transfer correctly. The system “glitches” were one of our greatest concerns. Additionally, the appearance of the information in graphic form was unacceptable and some of the headings were vague and could not be changed in the financial software. Those that could be changed had to be manually changed in the portal by a developer consultant.

Online training consisted of videos. Training videos are fine per se, however, the language or terminology in the training videos was unfamiliar to most of the staff using the training videos. The lack of layman language made the training difficult and frustrating. This training issue was brought to the attention of Socrata and the advice given was, “since you have unlimited access to the videos you can watch them as many times as needed.” Only later did I realize how unreasonable the advice or instruction was.

On May 2, 2017, I received an email from Rebecca Wage, announcing that she was Bellevue’s “new Customer Success Manager” and Socrata’s Customer Success Managers now have a “smaller and more focused portfolio of organizations with the intention of providing more tailored service.” The last previous email from Socrata was on February 16, 2017, (a time span of almost 4 months) from Katie Douglas. The email was providing Consultant support package cost information and a press kit. Since the City of Bellevue had planned to go live with the portal in February, I thought the email from Ms. Wage would have included an inquiry about our progress. Not the case, the email from Ms. Wage was an introductory email and sent to advise me of recent updates to the portal that needed to be explained in an upcoming webinar. As of the date on this



City of Bellevue

Office of the Administrator

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letter, I have not received any emails from the Customer Success Manager, only an invoice for the next years' service charges from Socrata.

The fact of the matter is, Mr. Ho provided consistent affirmation that managing an Open Data portal was similar to managing a Facebook or LinkedIn page, and since Socrata is an ICMA Strategic Partner, there was an inherent trust.

Bellevue's staff takes pride in their work and administration expects the best possible work out of staff. Disappointingly, I and others on the Technology Committee had no idea of the complexity associated with portal administration. In fact, it is within the area of portal intuitiveness and user friendliness where I feel most "duped" by Socrata. Socrata has given the City of Bellevue a black eye, and please know that it is very painful to be set up to fail just to make the sale.

After reviewing our agreement, the Bellevue City Attorney's office advised ***Section 5. Term and Termination*** states, "This agreement continues until all orders have been terminated and Services have been turned down." This letter is to inform Socrata that the City of Bellevue is terminating the order and has turned down all Socrata services. The City of Bellevue has no intention to file a breach claim and request a refund at this time. However, since the City of Bellevue never had an active site or benefitted from the subscription service in any way, a refund of all 2016 subscription service fees would go far when repairing Socrata's tarnished image at the City of Bellevue.

Respectfully,

Larry D. Burks, MPA, ICMA-CM, CED
Assistant City Administrator

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

12c
11-13-17

COUNCIL MEETING DATE:	11/13/2017	AGENDA ITEM TYPE:	
SUBMITTED BY: Chief Perry Guido		SPECIAL PRESENTATION	<input type="checkbox"/>
		LIQUOR LICENSE	<input type="checkbox"/>
		ORDINANCE	<input type="checkbox"/>
		PUBLIC HEARING	<input type="checkbox"/>
		RESOLUTION	<input type="checkbox"/>
		CURRENT BUSINESS	<input checked="" type="checkbox"/>
		OTHER (SEE CLERK)	<input type="checkbox"/>

SUBJECT:

Purchase vehicle.

SYNOPSIS:

Purchase one 2018 Ford F150 under the State of Nebraska contract for \$30,475 We will need approximately \$2900 to outfit it for service.

FISCAL IMPACT:

\$ 33,375

BUDGETED ITEM: YES NO

PROJECT # & TRACKING INFORMATION:

RECOMMENDATION:

Approve purchase.

BACKGROUND:

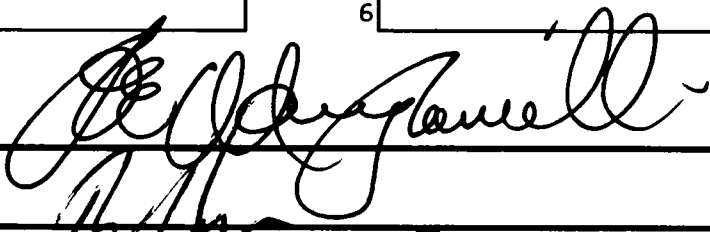
Communications 1 is a 2001 Ford F250 pickup that is used to support all departments of the City of Bellevue and is in need of numerous repairs. See memo from Fleet Services. This vehicle will be removed from service and auctioned off

ATTACHMENTS:

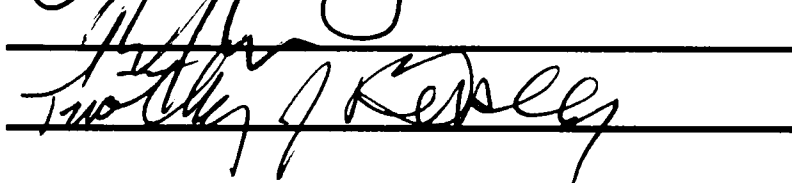
- | | | | |
|---|----------------------------------|---|--|
| 1 | State Bid | 4 | |
| 2 | Fleet Maintenance Support Letter | 5 | |
| 3 | | 6 | |

SIGNATURES:

ADMINISTRATOR APPROVAL:



FINANCE APPROVAL:



LEGAL APPROVAL:



City of Bellevue

Fleet Maintenance Department

2012 Betz Road • Bellevue, Nebraska 68005 • (402) 293-3129

MEMORANDUM

To: Steve Betts

From: Todd Jarosz

Subject: Communications Vehicle Replacement

Date: 10/25/17

The current C1, 2001 Ford F250, needs to be considered for replacement as soon as budget allows. Even though it does exceed the replacement criteria, C1 is in need of some necessary costly repairs. The engine intake manifold is corroded to the point it is starting to seep and will need replaced along with the vehicle frame rusting through are just two of the many concerns regarding this unit.

With the skill and familiar knowledge of our technicians to provide an efficient service, along with the cost of adding new software and tools. All of this needs to be in the deciding factor for the purchase of a new vehicle to replace the current C1.

It is my recommendation that the replacement vehicle be a Ford ex-cab F150. This will provide all the room that is needed and will be heavy enough to perform an invaluable service.

Thank you,

Todd Jarosz
Fleet Superintendent
City of Bellevue

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

PAGE 1 of 4	ORDER DATE 10/12/17
BUSINESS UNIT 9000	BUYER DIANNA GILLILAND (AS)
VENDOR NUMBER: 503856	
VENDOR ADDRESS: AFL, LLC DBA ANDERSON FORD LINCOLN MERCURY MAZDA 2500 WILDCAT DR PO BOX 83644 LINCOLN NE 68501-3644	

CONTRACT NUMBER
14854 OC
Secondary Award

AN AWARD HAS BEEN MADE TO THE CONTRACTOR NAMED ABOVE FOR THE FURNISHING OF MATERIALS AND/OR SERVICES AS LISTED BELOW FOR THE PERIOD:

OCTOBER 13, 2017 THROUGH OCTOBER 12, 2018

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 5644 OF

Contract to supply and deliver 2018 OR CURRENT PRODUCTION YEAR, ½ TON EXTENDED CAB 4X4 4 DOOR TRUCK FLEX FUEL VEHICLE E85, as per the attached specifications, for the contract period October 13, 2017 through October 12, 2018. The contract may be renewed for one (1) additional one (1) year period when mutually agreeable to the vendor and the State of Nebraska.

See attached Master Agreement Terms and Conditions page for approximate units to be purchased. The Unit Price is equal to the Base Price for items before the Option Bid List.

Make/Model: Ford F-150 XLT

IMPORTANT NOTE: Purchase Orders must have a paint line selected providing Exterior Color, Interior Color, and Seat Color. The colors and color codes are provided on a color chart attached to the contract.

Vendor Contact: Bobby Colciasure
Phone: 402-617-4521
E-Mail: bobbyc@andersonautogroup.com

(cp 10/10/17)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	1/2 TON EXTENDED CAB 4X4 TRUCK FFV E85	20.0000	EA	28,235.0000
2018 or Current Production Year 1/2 TON EXTENDED CAB 4X4 4 DOOR TRUCK FLEX FUEL VEHICLE E85				
E85 (UNITS CAPABLE OF OPERATING A FUEL MIXTURE OF UP TO 85% ETHANOL (15% UNLEADED GASOLINE WITHOUT ADDITIONAL CHANGE OR CONVERSION.)				

Dianna Gilliland 10-12-17
BUYER
Debra J. Johnson 10 OCT 17
MATERIEL ADMINISTRATOR

STATE OF NEBRASKA CONTRACT AWARD


State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
14854 OC

PAGE 2 of 4	ORDER DATE 10/12/17
BUSINESS UNIT 9000	BUYER DIANNA GILLILAND (AS)
VENDOR NUMBER: 503856	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	Make: Ford Model: F150 GVWR: 7050 Series, Code, Trim Level: X1E, 300A, XLT Engine: 5.0L V8 Transmission No./Gear Ration No.: 446/XL3 Delivery time after receipt of order (number/days): 90 days MSRP as bid: \$43,590			
	The original manufacturer's statement of origin, a service authorization card, and a properly executed service and warranty policy shall accompany each vehicle when delivered.			
	OPTIONS			
2	ENGINE (OTHER GAS) ALTERNATE ENGINE SIZE STATE ENGINE SIZE: 3.5 L Ecoboost	20.0000	EA	995.0000
3	40-20-40 OR 60-40 BENCH WITH DRIVER POWER CONTROLLED SEAT IF AVAILABLE FROM MANUFACTURER	20.0000	EA	425.0000
4	CLOTH W/VINYL TRIM - BUCKET TYPE SEATS, ARM RESTS ON RIGHT AND LEFT SIDE OF SEAT IF AVAILABLE FROM THE MANUFACTURER	20.0000	EA	475.0000
5	SLIDING REAR-VISION WINDOW (DEALER INSTALLATION ACCEPTABLE)	20.0000	EA	425.0000
6	PROTECTIVE BODY SIDE MOLDINGS DEALER INSTALLED IF NOT STANDARD EQUIPMENT	20.0000	EA	350.0000
7	INCREASED PICKUP BOX LENGTH OF APPROXIMATELY 8 FEET MINIMUM 96 INCHES) WITH CORRESPONDING WHEELBASE DIMENSIONS OF BOX BID: LENGTH, WIDTH, AND WIDTH BETWEEN WHEEL WELLS: 96 X 65.2 X 50.6	20.0000	EA	395.0000
8	TRAILER TOWING PACKAGE (DEDUCT)	20.0000	EA	-125.0000
9	STANDARD PAINT - ATTACH	20.0000	EA	0.0000


BUYER INITIALS

STATE OF NEBRASKA CONTRACT AWARD


State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
14854 OC

PAGE 3 of 4	ORDER DATE 10/12/17
BUSINESS UNIT 9000	BUYER DIANNA GILLILAND (AS)
VENDOR NUMBER: 503856	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	LIST AND IDENTIFY AS NO ADDITIONAL COST PAINTS			
10	FOR NDOT USE: YELLOW COLOR OF FORD #84S53 IF NOT STANDARD (NO CHARGE) COLOR. NO MINIMUM ORDER REQUIRED.	20.0000	EA	825.0000
11	EXTRA COST PAINT - ATTACH LIST AND IDENTIFY AS EXTRA COST PAINTS	20.0000	EA	395.0000
12	ADDITIONAL FOB IF EQUIPPED WITH REMOTE KEYLESS ENTRY	20.0000	EA	195.0000
13	ON/OFF ROAD MUD AND SNOW ALL TERRAIN TIRES AND SPARE (CAN BE STEEL RIM). TIRE SIZE MUST MEET THE MINIMUM WHEEL SIZE BID ON THIS SPECIFICATION. SIZE AND PLY RATING: LT 245/70R 17E	20.0000	EA	375.0000
14	NON-STANDARD GEAR RATIO(S) NON-STANDARD GEAR RATIO(S): 3.73	20.0000	EA	575.0000
15	TWO WHEEL DRIVE MODEL (TO INCLUDE ALL SEASON TIRES) (DEDUCT)	20.0000	EA	-1,495.0000
16	REAR VISION CAMERA - DEALER OR FACTORY INSTALLED	20.0000	EA	295.0000
17	TAILGATE STEP - DEALER OR FACTORY INSTALLED	20.0000	EA	375.0000
18	FACTORY BED LINER FOR REAR BOX OF VEHICLE Spray In	20.0000	EA	525.0000
19	SMALLER GAS TANK SIZE (DEDUCT) SPECIFY TANK SIZE: 23	20.0000	EA	-125.0000
20	SERVICE REPAIR MANUAL EQUIPMENT AND ENGINE	20.0000	EA	295.0000


BUYER INITIALS

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
14854 OC

PAGE 4 of 4	ORDER DATE 10/12/17
BUSINESS UNIT 9000	BUYER DIANNA GILLILAND (AS)
VENDOR NUMBER: 503856	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	CD ROM			
21	ADDITIONAL COSTS FOR WARRANTIES FROM MANUFACTURER. STATE YEARS AND MILES: 5 year 100K Premium Care	20.0000	EA	2,995.0000
22	REVERSE SENSING ALARM SYSTEM FACTORY OR DEALER INSTALLED	20.0000	EA	275.0000
23	DROP SHIPMENT CHARGES OUTSIDE THE LINCOLN AREA. ADDITIONAL COSTS OF CHARGES FOR VEHICLE DROP SHIPMENT OUTSIDE THE LINCOLN AREA. DROP SHIPMENT CHARGES WOULD BE FOR VEHICLES BOUGHT BY POLITICAL ENTITIES AND OTHER DIVISIONS OF GOVERNMENT.	20.0000	EA	395.0000
24	DOME LIGHT OR COURTESY LAMP: TO BE CENTERED NOT MORE THAN APPROXIMATELY 4" TO 8" FROM THE TOP OF THE WINDSHIELD TO LIGHT THE DRIVERS AREA. CONTROLLED BY A ROTATING HEADLAMP SWITCH TO MAXIMUM POSITION OR BY A SEPARATE SWITCH. THIS MAY REQUIRE ADDING AN ADDITIONAL LIGHT. DEALER INSTALLATION IS ACCEPTABLE IF NOT AVAILABLE FROM THE FACTORY. LAW ENFORCEMENT ONLY.	20.0000	EA	95.0000
25	AUXILIARY BATTERY (DUAL PURPOSE AGM BATTERY) WITH DUAL BATTERY SEPARATOR FOR ACCESSORY EQUIPMENT. INSTALLATION ALSO TO INCLUDE BATTERY TRAY AND BRACKET, HEAVY DUTY FUSE, 1 GAUGE OR LARGER CABLE. LAW ENFORCEMENT ONLY. CCA:750	20.0000	EA	895.0000
26	100 WATT SIREN SPEAKER INSTALLED BEHIND FRONT GRILL WITH VEHICLE SPECIFIC MOUNTING BRACKET CENTERED ON PUSH BUMPER. LEADS TAGGED AS SUCH THAT TERMINATE IN OR NEAR THE PASSENGER COMPARTMENT. LAW ENFORCEMENT ONLY.	20.0000	EA	325.0000
27	SETINA PB 400 PUSH BUMPER WITH INSTALLATION ON FRONT OF VEHICLE. LAW ENFORCEMENT ONLY.	20.0000	EA	695.0000


BUYER INITIALS

State of Nebraska - INVITATION TO BID CONTRACT

Return to:
State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: 402-471-6500
Fax: 402-471-2089

Date	08/01/17	Page	1 of 7
Solicitation Number	5644 OF		
Opening Date and Time	08/25/17	2:00 pm	
Buyer	DIANNA GILLILAND (AS)		

DESTINATION OF GOODS
MULTIPLE DELIVERY LOCATIONS
PLEASE REFER TO DOCUMENTATION
FOR DELIVERY ADDRESSES.

Per Nebraska's Transparency in Government Procurement Act, DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

NEBRASKA CONTRACTOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Contractor. "Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this ITB.

I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev. Stat. §73-107 and wish to have preference, if applicable, considered in the award of this contract.

Contract to supply and deliver 2018 OR CURRENT PRODUCTION YEAR 1/2 TON EXTENDED CAB 4X4 4 DOOR TRUCK FLEX FUEL VEHICLE E85 to the State of Nebraska as per the attached specifications for a one (1) year period from date of award. The contract may be renewed for one (1) additional one (1) year period when mutually agreeable to the vendor and the State of Nebraska.

(vc 07/25/17)

INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	1/2 TON EXTENDED CAB 4X4 TRUCK FFV E85	1.0000	EA	<u>28,235</u>	<u>28,235</u>

WARNING! DO NOT BID WORK TRUCK FROM THIS INVITATION TO BID!

2018 or Current Production Year 1/2 TON EXTENDED CAB 4X4 4 DOOR TRUCK FLEX FUEL VEHICLE E85

A separate bid is requested if the manufacturer is producing alternative fuel motor vehicles. A SEPARATE CONTRACT MAY BE AWARDED.

E85 (UNITS CAPABLE OF OPERATING A FUEL MIXTURE OF UP TO 85% ETHANOL (15% UNLEADED

BIDDER MUST COMPLETE THE FOLLOWING

DISCOUNT PAYMENT TERMS: 0 % 30 DAYS

By signing this Invitation to Bid form, the bidder guarantees compliance with the provisions stated in this Invitation to Bid, agrees to the terms and conditions unless otherwise agreed to (see Section III) and certifies that bidder maintains a drug free work place environment. Vendor will furnish the items requested within 90 days after receipt of order. Failure to enter Delivery Date may cause quotation to be REJECTED.

Sign Here Bobby Colalascione
(Authorized Signature) **MANDATORY - MUST BE SIGNED IN INK)**

Enter Contact Information Below

VENDOR# _____
VENDOR: Anderson Ford
Address: 2500 Wildcat Dr.
Lincoln, NE 68521

Contact Bobby Colalascione
Telephone 402-617-4521
Facsimile N/A
Email bobby@andersonautogroup.com

State of Nebraska - INVITATION TO BID CONTRACT

Return to:
State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: 402-471-6500
Fax: 402-471-2089

Date	08/01/17	Page	2 of 7
Solicitation Number	5644 OF		
Opening Date and Time	08/25/17	2:00 pm	
Buyer	DIANNA GILLILAND (AS)		

DESTINATION OF GOODS
MULTIPLE DELIVERY LOCATIONS
PLEASE REFER TO DOCUMENTATION
FOR DELIVERY ADDRESSES.

INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	GASOLINE WITHOUT ADDITIONAL CHANGE OR CONVERSION.)				

Minimum Wheelbase: 140"
Minimum Engine Size: 5.0L V8
Minimum Tire Size: 17"
Minimum GVWR: 6,800

Make: Ford

Model: F150

GVWR: 7050

Series, Code, Trim Level: X1E, 300A, XLT

Engine: 5.0L V8

Transmission No./Gear Ratio No.: 446/XL3

EPA: 1e/22/18

Delivery time after receipt of order (number/days): 90

MSRP as bid: 43,590

The original manufacturer's statement of origin, a service authorization card, and a properly executed service and warranty policy shall accompany each vehicle when delivered.

Disregard the Qty and Unit of Measure on the Invitation to Bid. Refer to the Master Agreement Terms and Conditions for approximate units to be purchased. The Unit Price is equal to the Base Price before the Option Lines are calculated.

2	1/2 TON EXTENDED CAB 4X4 TRUCK E15 COMPLIANT	1.0000	EA	<u>28,235</u>	<u>28,235</u>
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WARNING! DO NOT BID WORK TRUCK FROM THIS INVITATION TO BID!

2018 or Current Production Year 1/2 Ton Extended Cab 4X4 4 Door Truck E15 Compliant

A separate bid is requested if the manufacturer is producing alternative fuel motor vehicles. A SEPARATE CONTRACT MAY BE AWARDED.

E15 (Units capable of operating on a fuel mixture of up to 15% Ethanol/85% Unleaded gasoline without additional change or conversion.)

State of Nebraska - INVITATION TO BID CONTRACT

Return to:
State Purchasing Bureau
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Lincoln, Nebraska 68508

Telephone: 402-471-6500
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Date	08/01/17	Page	3 of 7
Solicitation Number	5644 OF		
Opening Date and Time	08/25/17	2:00 pm	
Buyer	DIANNA GILLILAND (AS)		

DESTINATION OF GOODS
MULTIPLE DELIVERY LOCATIONS
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INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	Make: <u>Ford</u>				
	Model: <u>F150</u>				
	GVWR: <u>7050</u>				
	Series, Code, Trim Level: <u>X1E, 300A, XLT</u>				
	Engine: <u>5.0L V8</u>				
	Transmission No./Gear Ratio No.: <u>446/XL3</u>				
	EPA: <u>16/22/18</u>				
	Delivery time after receipt of order (number/days): <u>90</u>				
	MSRP as bid: <u>43,590</u>				

The original manufacturer's statement of origin, a service authorization card, and a properly executed service and warranty policy shall accompany each vehicle when delivered.

Disregard the Qty and Unit of Measure on the Invitation to Bid. Refer to the Master Agreement Terms and Conditions for approximate units to be purchased. The Unit Price is equal to the Base Price before the Option Lines are calculated.

OPTIONS

THE OPTIONS SHALL MEET OR EXCEED THE FOLLOWING REQUIREMENTS THAT ARE EXCEPTIONS TO SPECIFICATION AND MUST BE FACTORY INSTALLED. QUOTES MUST BE FURNISHED IF AVAILABLE FOR ITEMS LISTED BELOW, IF NOT INCLUDED AS STANDARD EQUIPMENT OR REQUIRED IN MAIN PART OF THIS SPECIFICATION.

ALL EXCEPTIONS TO OPTIONS MUST BE CLEARLY INDICATED. (EXAMPLE: UNITS ORDERED WITH AIRBAGS MAY NOT BE AVAILABLE WITH A TILT WHEEL AND AUTOMATIC SPEED CONTROL)

3	ENGINE (OTHER GAS) ALTERNATE ENGINE SIZE	1.0000	EA	<u>995</u>	<u>995</u>
	STATE ENGINE SIZE: <u>3.5L EcoBoost</u>				
4	ENGINE (OTHER DIESEL), INCLUDING BLOCK HEATER, FACTORY OR DEALER INSTALLED	1.0000	EA	<u>N/A</u>	<u>N/A</u>

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Return to:
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Date	08/01/17	Page	4 of 7
Solicitation Number	5644 OF		
Opening Date and Time	08/25/17	2:00 pm	
Buyer	DIANNA GILLILAND (AS)		

DESTINATION OF GOODS
MULTIPLE DELIVERY LOCATIONS
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INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	STATE ENGINE SIZE: <u> </u>				
5	40-20-40 OR 60-40 BENCH SEAT WITH LUMBAR SUPPORT (VINYL)(DEDUCT)	1.0000	EA	<u>(N/A)</u>	<u>(N/A)</u>
6	VINYL COVERING - BUCKET TYPE SEATS, ARM RESTS ON RIGHT AND LEFT SIDE OF SEAT IF AVAILABLE FROM THE MANUFACTURER	1.0000	EA	<u>N/A</u>	<u>N/A</u>
7	40-20-40 OR 60-40 BENCH WITH DRIVER POWER CONTROLLED SEAT IF AVAILABLE FROM MANUFACTURER	1.0000	EA	<u>425</u>	<u>425</u>
8	CLOTH W/VINYL TRIM - BUCKET TYPE SEATS, ARM RESTS ON RIGHT AND LEFT SIDE OF SEAT IF AVAILABLE FROM THE MANUFACTURER	1.0000	EA	<u>475</u>	<u>475</u>
9	HEAVY DUTY HIGHEST OUPUT ALTERNATOR FROM STANDARD EQUIPMENT BIDDER STATE AMPS: <u>200</u>	1.0000	EA	<u>STD</u>	<u>STD</u>
10	SLIDING REAR-VISION WINDOW (DEALER INSTALLATION ACCEPTABLE)	1.0000	EA	<u>425</u>	<u>425</u>
11	PROTECTIVE BODY SIDE MOLDINGS DEALER INSTALLED IF NOT STANDARD EQUIPMENT	1.0000	EA	<u>350</u>	<u>350</u>
12	SECOND POWER OUTLET	1.0000	EA	<u>STD</u>	<u>STD.</u>
13	INCREASED PICKUP BOX LENGTH OF APPROXIMATELY 8 FEET MINIMUM 96 INCHES) WITH CORRESPONDING WHEELBASE STATE DIMENSIONS OF BOX BID LENGTH, WIDTH, AND WIDTH BETWEEN WHEEL WELLS: <u>96 x 65.2 x 50.6.</u>	1.0000	EA	<u>395</u>	<u>395</u>
14	TRAILER TOWING PACKAGE (DEDUCT)	1.0000	EA	<u>(125)</u>	<u>(125)</u>
15	CARGO LIGHT	1.0000	EA	<u>STD</u>	<u>STD.</u>

State of Nebraska - INVITATION TO BID CONTRACT

Return to:
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Telephone: 402-471-6500
Fax: 402-471-2089

Date	08/01/17	Page	5 of 7
Solicitation Number	5644 OF		
Opening Date and Time	08/25/17	2:00 pm	
Buyer	DIANNA GILLILAND (AS)		

DESTINATION OF GOODS
MULTIPLE DELIVERY LOCATIONS
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INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	BOX AREA				
16	STANDARD PAINT - ATTACH LIST AND IDENTIFY AS NO ADDITIONAL COST PAINTS	1.0000	EA	<u>570</u> See Atch.	<u>570</u> See Atch.
17	FOR NDOT USE: YELLOW COLOR OF DODGE PL1, FORD #84S53, CHEVROLET/GMC #WA-253A CODE(9W3). IF NOT STANDARD (NO CHARGE) COLOR. NO MINIMUM ORDER REQUIRED.	1.0000	EA	<u>825</u>	<u>825</u>
18	EXTRA COST PAINT - ATTACH LIST AND IDENTIFY AS EXTRA COST PAINTS	1.0000	EA	<u>395</u> See Atch.	<u>395</u> See Atch.
19	ADDITIONAL FOB IF EQUIPPED WITH REMOTE KEYLESS ENTRY	1.0000	EA	<u>195</u>	<u>195</u>
20	ON/OFF ROAD MUD AND SNOW ALL TERRAIN TIRES AND SPARE (CAN BE STEEL RIM). TIRE SIZE MUST MEET THE MINIMUM WHEEL SIZE BID ON THIS SPECIFICATION. STATE SIZE AND PLY RATING: <u>LT 245/70R17E</u>	1.0000	EA	<u>375</u>	<u>375</u>
21	NON-STANDARD GEAR RATIO(S) STATE NON-STANDARD GEAR RATIO(S): <u>3.73</u>	1.0000	EA	<u>575</u>	<u>575</u>
22	TWO WHEEL DRIVE MODEL (TO INCLUDE ALL SEASON TIRES) (DEDUCT)	1.0000	EA	<u>(1495)</u>	<u>(1495)</u>
23	INTEGRATED BRAKE CONTROLLER SYSTEM, IF NO STANDARD EQUIPMENT	1.0000	EA	<u>570</u>	<u>570</u>
24	REAR VISION CAMERA - DEALER OR FACTORY INSTALLED	1.0000	EA	<u>295</u>	<u>295</u>
25	TAILGATE STEP - DEALER OR FACTORY INSTALLED	1.0000	EA	<u>375</u>	<u>375</u>
26	FACTORY BED LINER FOR	1.0000	EA	<u>525</u> Spray	<u>525</u> Spray

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Date	08/01/17	Page	6 of 7
Solicitation Number	5644 OF		
Opening Date and Time	08/25/17	2:00 pm	
Buyer	DIANNA GILLILAND (AS)		

DESTINATION OF GOODS
MULTIPLE DELIVERY LOCATIONS
PLEASE REFER TO DOCUMENTATION
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INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	REAR BOX OF VEHICLE				
27	KEYLESS REMOTE ENTRY - SHALL INCLUDE TWO (2) FOBS TO ENTER THE VEHICLE	1.0000	EA	<u>STD.</u>	<u>STD.</u>
28	TRAILER SWAY CONTROL SYSTEM, IF NOT STANDARD EQUIPMENT	1.0000	EA	<u>STD</u>	<u>STD</u>
29	SMALLER GAS TANK SIZE (DEDUCT) SPECIFY TANK SIZE: <u>23</u>	1.0000	EA	<u>(125)</u>	<u>(125)</u>
30	TOWING PACKAGE UPGRADE SPECIFY EQUIPMENT, HITCH CLASS AND MAXIMUM TRAILER WEIGHT: <u>-</u>	1.0000	EA	<u>N/A</u>	<u>N/A</u>
31	FRONT END ATTACHED TOWING HOOKS IF NOT STANDARD FROM FACTORY	1.0000	EA	<u>STD</u>	<u>STD</u>
32	SERVICE REPAIR MANUAL EQUIPMENT AND ENGINE CIRCLE TYPE OF SERVICE REPAIR MANUAL AVAILABLE: PAPER COPY, <u>CD ROM</u> , OR ONLINE	1.0000	EA	<u>295</u>	<u>295</u>
33	PARTS MANUAL EQUIPMENT AND ENGINE CIRCLE TYPE OF PARTS MANUAL AVAILABLE: PAPER COPY, CD ROM, OR ONLINE	1.0000	EA	<u>N/A</u>	<u>N/A</u>
34	ADDITIONAL COSTS FOR WARRANTIES FROM MANUFACTURER. STATE YEARS AND MILES: <u>5 year / 100K Premium Care</u>	1.0000	EA	<u>2,995</u>	<u>2,995</u>
35	REVERSE SENSING ALARM SYSTEM FACTORY OR DEALER INSTALLED	1.0000	EA	<u>275</u>	<u>275</u>
36	DROP SHIPMENT CHARGES OUTSIDE THE LINCOLN AREA.	1.0000	MI	<u>395</u>	<u>395</u>

State of Nebraska - INVITATION TO BID CONTRACT

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Telephone: 402-471-6500
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Date	08/01/17	Page	7 of 7
Solicitation Number	5644 OF		
Opening Date and Time	08/25/17	2:00 pm	
Buyer	DIANNA GILLILAND (AS)		

DESTINATION OF GOODS
MULTIPLE DELIVERY LOCATIONS
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INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	ADDITIONAL COSTS OF CHARGES FOR VEHICLE DROP SHIPMENT OUTSIDE THE LINCOLN AREA. DROP SHIPMENT CHARGES WOULD BE FOR VEHICLES BOUGHT BY POLITICAL ENTITIES AND OTHER DIVISIONS OF GOVERNMENT.				
37	LUMBAR SUPPORT FRONT SEATS IF NOT STANDARD EQUIPMENT	1.0000	EA	<u>STD</u> Drivers	<u>STD</u> Drivers
38	BLUETOOTH: HANDS FREE WIRELESS NETWORK TO MAKE AND RECEIVE PHONE CALLS ENABLED BY A PUSH BUTTON OR BY VOICE COMMAND. (DEDUCT).	1.0000	EA	<u>(N/A)</u>	<u>(N/A)</u>
39	ELECTRONIC COMPASS/ TEMPERATURE DISPLAY TECHNOLOGY (DEDUCT)	1.0000	EA	<u>(N/A)</u>	<u>(N/A)</u>
40	DOME LIGHT OR COURTESY LAMP: TO BE CENTERED NOT MORE THAN APPROXIMATELY 4" TO 8" FROM THE TOP OF THE WINDSHIELD TO LIGHT THE DRIVERS AREA. CONTROLLED BY A ROTATING HEADLAMP SWITCH TO MAXIMUM POSITION OR BY A SEPARATE SWITCH. THIS MAY REQUIRE ADDING AN ADDITIONAL LIGHT. DEALER INSTALLATION IS ACCEPTABLE IF NOT AVAILABLE FROM THE FACTORY. LAW ENFORCEMENT ONLY.	1.0000	EA	<u>95</u>	<u>95</u>
41	AUXILIARY BATTERY (DUAL PURPOSE AGM BATTERY) WITH DUAL BATTERY SEPARATOR FOR ACCESSORY EQUIPMENT. INSTALLATION ALSO TO INCLUDE BATTERY TRAY AND BRACKET, HEAVY DUTY FUSE, 1 GAUGE OR LARGER CABLE. LAW ENFORCEMENT ONLY.	1.0000	EA	<u>895</u>	<u>895</u>
	INDICATE CCA: <u>750</u>				
42	ALTERNATOR WITH HIGHEST OUTPUT AVAILABLE. LAW ENFORCEMENT ONLY.	1.0000	EA	<u>N/A</u>	<u>N/A</u>
	INDICATE AMPS: <u>—</u>				
43	100 WATT SIREN SPEAKER INSTALLED BEHIND FRONT GRILL WITH VEHICLE SPECIFIC MOUNTING BRACKET CENTERED ON PUSH BUMPER. LEADS TAGGED AS SUCH THAT TERMINATE IN OR NEAR THE PASSENGER COMPARTMENT. LAW ENFORCEMENT ONLY.	1.0000	EA	<u>325</u>	<u>325</u>
44	SETINA PB 400 PUSH BUMPER WITH INSTALLATION ON FRONT OF VEHICLE. LAW ENFORCEMENT ONLY.	1.0000	EA	<u>695</u>	<u>695</u>

**STATE OF NEBRASKA PURCHASING BUREAU
SCHEDULE OF EVENTS**

SCHEDULE OF EVENTS

The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change.

ACTIVITY		DATE/TIME
1	Release Invitation to Bid	August 1 2017
2	Last Day to Submit Written Questions	August 8, 2017
3	State Responds to Written Questions Through an Addendum to be posted to the internet at:	August 9, 2017
4	Bid Opening Location: Nebraska State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	August 25, 2017 2:00 p.m. Central Time

WRITTEN QUESTIONS AND ANSWERS

Any explanation desired by a bidder regarding the meaning or interpretation of any Invitation to Bid provision must be submitted in writing to the State Purchasing Bureau and clearly marked "ITB Number 5644 OF; 1/2 TON EXTENDED CAB 4x4 4 DR. TRUCK FFV E85 Questions". It is preferred that questions be sent via e-mail to dianna.gilliland@state.nv.us. Questions may also be sent by facsimile to 402-471-2089, but must include a cover sheet clearly indicating that the transmission is to the attention of Dianna Gilliland, showing the total number of pages transmitted, and clearly marked "ITB Number 5644 OF; 1/2 TON EXTENDED CAB 4x4 4 DR. TRUCK FFV E85 Questions".

Written answers will be provided through an addendum to be posted on the internet at [www.state.nv.us](#) shown in the Schedule of Events.

The Master Agreement Terms and Conditions apply to this Invitation to Bid.

**STATE OF NEBRASKA PURCHASING BUREAU
TECHNICAL SPECIFICATIONS**

BIDDER INSTRUCTIONS

Bidder must respond to each of the following statements. Specifications listed are minimum conditions that must be met in order for a bidder to qualify for the award. A "YES" response means the bidder guarantees they can meet this condition. A "NO" response means the bidder cannot meet this condition and will not be considered. "NO & PROVIDE ALTERNATIVE" responses should be used only with a narrative response in the NOTES/COMMENTS section explaining in detail any deviation from the bidder's ability to meet the condition, and an explanation of how this would be determined to be an acceptable alternative to meeting the condition. Alternatives must be detailed in such a way that allows such deviations to be fully evaluated. **The State of Nebraska shall determine at its sole discretion whether or not the vendor's alternative is an acceptable alternative.**

All items listed below are required. If there is a No, a detailed alternative explanation must be provided.

YES	NO	NO & PROVIDE ALTERNATIVE	1. CAB AND BODY
✓			A. Color: Cab, Body and fenders will be selected from manufacturer's standard colors. (NOTE: attached color charts shall be considered manufacturer colors with no extra charge unless specified on color chart in the options). All paint will be base coat/clear coat acrylic, activator-hardened acrylic or polyurethane type.
✓			B. Cab and Body: Fully enclosed safety type cab. The standard truck box shall not be less than 75 inches long by 63 inches wide (inside dimensions) and be of double sidewall construction. Minimum 50 inches wide between wheel wells.
✓			C. Glass: Approved tinted safety glass shall be in all doors, windows, and windshields.
✓			D. Headliner: Fully insulated headliner, if available from manufacturer.
✓			E. Insulation: Standard production heat and sound insulation to be provided. Body and interior finished to exclude excessive noise and weather.
✓			F. Seats: 40-20-40 or 60-40 style seat with heavy-duty, maximum depth foam rubber, cloth covering and fold down center console to be furnished. Rear seat must be manufacturer's heavy duty, maximum depth foam rubber, with heavy-duty cloth covering. Head restraints or high backs for outboard seats.
✓			G. Arm Rests: Both left and right-hand sides of each front seat. Fold down center console and door armrests to be furnished and acceptable as arm rests.
✓			H. Manufacturer's Automatic Speed Control.
✓			I. Sun Visors: Dual, padded
✓			J. Floor Coverings: Rubber matting type, if factory available.
✓			K. Rearview Mirrors: Interior adjustable, rear vision mirror of day and night selector type (non-glare). Two electric outside rear vision mirrors, right and left, interior adjustable, minimum 6 inches by 9 inches; swing type preferred.
✓			L. Frame: (One-Half Ton 4x4 Extended Cab (Four Door) Truck) Section modules rated at not less than 3.3; with 36,000-PSI yield strength steel or as recommended by manufacturer for extended cab trucks.

WARNING!! DO NOT BID BASE TRUCK WITH 1WT, XL, OR ST PACKAGE ON THIS SHEET!
5644 OF 2018 ½ Ton Extended Cab 4x4 4 Dr. Truck FFV E85

**STATE OF NEBRASKA PURCHASING BUREAU
TECHNICAL SPECIFICATIONS**

✓			M. Air Conditioner: Manufacturer's installed air-conditioning, manually controlled, to include all items normally included in the factory package.
✓			N. Fenders and Bumpers: Manufacturer's standard fenders front and rear. Manufacturer's front bumper and step-type, rear bumper.
✓			O. Fuel Tank: Largest gallon fuel tank available from factory. State gallons bid: <u>36</u> . Skid plates, if available from factory or dealer. State Supplier: <u>Factory</u> .
✓			P. Seat Belts: Lap/shoulder seat belts with automatic retractors for out board seating; middle seat belt, preferably with retractors.
✓			Q. Power Outlet.
✓			R. Windshield Wipers: Manufacturer's electrically operated, multiple speeds (with delay modes), manually controlled with electric windshield washer jets to each wiper blade and with intermittent or delay capability.
✓			S. Heater: A fresh air type heater with dual defroster tubes to windshield shall be installed.
✓			T. Lights: Halogen high beam headlights with low beam; parking, dome, tail, backup, and stop lights; front and rear directional turn signals with self-canceling control on steering column. Daytime running lights if available from Factory.
✓			U. Controls and Instruments: Key locking ignition switch; head, parking and dome light switches, headlight beam control; speedometer; charge indicator; fuel gauge; oil pressure indicator; engine temperature indicator; high beam indicator light; traffic hazard switch; flashing turn indicator lights. In cab hood release.
✓			V. Radio: Manufacturer's AM/FM stereo.
✓			W. Manufacturer's Power Locks.
✓			X. Two (2) fully functional keys to enter and operate vehicle. Check ___ if vehicle has keys ONLY.
✓			Y. Windows: Manufacturer's electric power windows.
✓			Z. Airbags: Manufacturer's equipped and installed.
✓			AA. Floor Mats: Trucks shall be delivered with rubberized factory floor mats. Rubberized equivalent floor mats (through the dealer parts room) would be acceptable.
✓			BB. Trailer Tow: Trailer tow package, complete with all hardware including <u>RECEIVER HITCH</u> . Hitch must meet maximum towing requirement for the vehicle being bid. State hitch class: <u>IV</u> . Dealer must provide a maximum trailer weight value for vehicle being bid prior to contract award: <u>9000</u> . Front tow hooks installed if available from manufacturer.
✓			CC. Manufacturer's integrated brake controller system, if available from factory.
✓			DD. Manufacturer's trailer sway system if available from factory.
✓			EE. Manufacturer's wireless Bluetooth technology and connectivity which

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**STATE OF NEBRASKA PURCHASING BUREAU
TECHNICAL SPECIFICATIONS**

			allows for device connections for hands-free operation.
✓			FF. Manufacturer's electronic compass/temperature display. Interior rearview mirror, dash display center, or combination is acceptable. State display device <u>DASH</u> .
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	2. ENGINE AND DRIVE TRAIN
✓			A. Engine: Minimum standards as stated in the specifications.
✓			B. Transmission: Manufacturer's minimum six speed automatic transmission. Require auxiliary or heavy-duty oil cooler for the automatic transmission. A minimum two-speed transfer case shall be installed. Skid plate(s) for the transfer case shall be furnished if available by the manufacturer.
✓			C. Air Cleaner: Dry type.
✓			D. Oil Filter: Full flow throwaway type.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	3. SUSPENSION AND RUNNING GEAR
✓			A. Wheelbase: Minimum standards as stated in the specifications.
✓			B. Steering: power steering.
✓			C. Steering Wheel/column: Manufacturer's tilt steering wheel.
✓			D. Shock Absorbers: front and rear.
✓			E. Axle and springs: Manufacturer's independent front suspension and single speed hypoid rear axle, all with spring sizes and axle sizes recommended to meet GVWR. The axle gear ratios shall be the same in the front and rear axles. Front stabilizer bar is shall be installed.
✓			F. Brakes: Power service brakes; disc/drum or disc/disc combination - disc shall have a minimum 11 inch rotor, drum shall be minimum 11 inch by 2 inch. Parking brakes on rear wheel or drive line. Brakes shall be anti-lock type.
✓			G. Wheels: Five, 17 inch; spare carrier; four wheel covers/hub caps if per unit, if standard.
✓			H. Suspension: Must be designed to handle passenger and cargo requirements.
✓			I. Tires: To be equipped with five full-sized black wall, tubeless, all season

WARNING!! DO NOT BID BASE TRUCK WITH 1WT, XL, OR ST PACKAGE ON THIS SHEET!

5644 OF 2018 ½ Ton Extended Cab 4x4 4 Dr. Truck FFV E85

**STATE OF NEBRASKA PURCHASING BUREAU
TECHNICAL SPECIFICATIONS**

✓			steel-belted radial tires on rims (minimum 17"), factory installed and of regular production, minimum as recommended by the manufacturer. Spare tire and wheel shall match service tires and wheels; spare can be steel rim. Tires to comply with manufacturer's GVWR. Tires should have a 50,000-mile tire rating. Tires to be manufactured and labeled by a major manufacturer and installed by factory.
✓			J. Differential: Limited slip, anti-spin, or electronic locking type or equivalent system Indicate axle ratio: <u>3.31</u> and type bid: <u>E-Lock</u> .
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	4. ELECTRICAL SYSTEM
✓			A. Ignition System: 12-volt, solid state. Must be equipped with high tension, radio frequency shielded, ignition wiring. The vehicle shall be compatible with use of installed mobile radio.
✓			B. Battery: Heavy-duty, Maintenance free, highest cold cranking capacity amperage available from the factory for the model bidding. Specify capacity: <u>60</u> .
✓			C. Alternator: Standard. State amperage rating: <u>20</u> .
✓			D. Bonding and Grounding: All components of the vehicle necessary to prevent interference with reception of low band two-way radio installed in the vehicle shall be adequately bonded and grounded.

NOTES/COMMENTS:			
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YES	NO	NO & PROVIDE ALTERNATIVE	5. RADIO FREQUENCY SHIELDING - Caution!!
✓			A. The chassis and/or installed components and equipment shall be compatible with use of Nebraska Department of Transportation (NDOT) mobile and/or two-way communication devices. Main communication radio operates in low band range of 47 MHz to 48 MHz, but all frequencies apply including low band, high band, UHF and VHF.
✓			B. The chassis and/or installed components and equipment shall be manufactured to meet all current SAE and/or ISO Standards applicable and/or relevant to Electromagnetic Compatibility.
✓			C. NDOT will conduct testing of radio/two-way when installed in chassis. NDOT will notify vendor if normal operational parameters are not met due to degradation of signals caused by electromagnetic emissions from chassis or installed components and equipment. Vendor shall be required to work with NDOT personnel to reduce interference level to a point acceptable to NDOT normal radio operating parameters. Vendor shall have 30 days to resolve RFI issue.
✓			D. Vendor and/or manufacturer will be responsible for any and all cost to replace and/or modify any parts found to cause radio frequency interference. If NDOT and vendor cannot resolve source of RFI the unit will be sent to an independent accredited lab for testing to ensure SAE and/or ISO Standards compliance. Testing shall be done to SAE and/or

WARNING!! DO NOT BID BASE TRUCK WITH 1WT, XL, OR ST PACKAGE ON THIS SHEET!
5644 OF 2018 1/2 Ton Extended Cab 4x4 4 Dr. Truck FFV E85

**STATE OF NEBRASKA PURCHASING BUREAU
TECHNICAL SPECIFICATIONS**

✓			ISO Standards which were current at date of bid. Should the chassis and/or installed components and equipment fail testing at the accredited lab, the vendor shall be responsible for all cost incurred for testing.
✓			E. If after testing by NDOT and or accredited lab, the vendor is unable or unwilling to incur the cost and correct the RFI issue to the satisfaction of NDOT, ALL ORDERS AND CORRESPONDING CONTRACT WILL BE CANCELLED.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	6. MISCELLANEOUS
✓			A. All trucks shall be protected to 34 degrees below zero Fahrenheit by permanent type ethylene glycol base antifreeze of the brand normally furnished by the manufacturer. The radiator shall be tagged or marked to indicate the type, brand and degree of protection. A Thermostat shall be installed for permanent-type antifreeze and shall have equipped a coolant recovery system. Manufacturer's optional increased cooling capacity system, if available by manufacturer, must be furnished.
✓			B. Each unit shall be delivered to the purchaser with all wheels balanced and the front end aligned.
✓			C. Manufacturer's standard equipment jack to comply with GVWR must be supplied. The standard complement of tools such as wheel lug wrench, and jack handle shall be provided, together with facilities for storage.
✓			D. All equipment such as floor mats and two (2) keys shall be provided with the vehicle upon delivery.
✓			E. Purchase orders issued from the resulting contract(s) may specify prospective <u>delivery dates</u> due to agency operational needs and budget; upon acceptance of purchase order Contractor agrees to abide by any such prospective delivery date.
✓			G. Non-Contract Items are items not listed on the contract, but may be needed by the ordering agency for their business needs to complete the purchase of the vehicle. Non-contract item pricing shall be requested by the ordering agency in written form. Pricing documentation will be attached to the purchase order and a line 'Non-Contract Item' line to the purchase order.
✓			H. Contractor can provide a link to price list for Non-Contract Items or catalog pricing for MSRP with corresponding discount from MSRP.
NOTES/COMMENTS:			

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5644 OF 2018 ½ Ton Extended Cab 4x4 4 Dr. Truck FFV E85

**STATE OF NEBRASKA PURCHASING BUREAU
TECHNICAL SPECIFICATIONS**

YES	NO	NO & PROVIDE ALTERNATIVE	7. SUSTAINABILITY
✓			A. If any part or component of the vehicle bid contains recycled or bio-based material(s), please list and provide detailed information on the environmental attributes.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	8. DELIVERY
✓			A. All vehicles shall be delivered FOB destination in Lincoln, Nebraska and in accordance with the Delivery Schedule shown on the purchase order. Trucks are to be road ready, fully equipped, serviced, and washed with the equivalent of a ¼ tank of gasoline. Trucks showing lack of proper dealer pre-delivery service shall be subject to rejection until the vehicle is properly serviced. Factory pre-delivery service is not acceptable. Dealer nameplates, decals, etc. shall not be affixed. A signed copy of the completed manufacturer's "New Vehicle Preparation-Inspection and Road Test" form must accompany each vehicle at time of delivery.
✓			B. After the truck has been fully serviced, the dealer may deliver it by rail freight, truck transport or by driving to the destination. IMPORTANT Odometer mileage: Within a 200-mile radius of Lincoln – less than 200 miles on the odometer; outside the 200 mile radius of Lincoln – less than 450 miles on the odometer at the time the motor vehicle is officially accepted and signed for by the purchaser. Deliveries shall be made between the hours of 9:00 AM and 3:00 PM daily, except Saturday, Sunday, and holidays. All deliveries must be scheduled with the Agency Representative.
✓			C. The original manufacturer's statement of origin, a service authorization card, and a properly executed service and warranty policy shall accompany each vehicle when delivered.
✓			D. Each vehicle shall be completely checked by the vendor to ensure conformance with the manufacturer's specifications and the State of Nebraska requirements as stated herein.
✓			E. Invoices shall describe the truck, including vehicle identification number (VIN), key number and State of Nebraska purchase order number.
✓			F. Contract supplier or suppliers may honor pricing and extend the contract to political subdivisions, cities and counties. Political subdivisions, cities, and counties must meet terms and conditions of the contract.
✓			G. Trucks that have been wrecked or sustained more than minor nicks and scratches will not be accepted. The vendor should not attempt to deliver a unit until minor nicks and scratches have been repaired. Failure to comply with the above may result in the dealer not being allowed to bid on future motor vehicles contracts.

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5644 OF 2018 ½ Ton Extended Cab 4x4 4 Dr. Truck FFV E85

**STATE OF NEBRASKA PURCHASING BUREAU
TECHNICAL SPECIFICATIONS**

✓			H. Vendor shall provide order number to the purchaser within 5 business days after Purchase Order has been received. Vendor shall email, fax, or mail this information to each buyer.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	9. WARRANTY
✓			A. The manufacturer's standard warranty shall apply to each vehicle (refer to item B below). Mechanical or body repair under manufacturer's warranty, prior to use of the vehicle by the State, shall be the responsibility of the selling dealer, including the transportation thereof. Warranty to be effective from date of issuance of first assignment and the mileage warranty will begin from the mileage on the odometer on the date of assignment. The selling dealer will provide warranty activation cards or delayed warranty forms with manufacturer mailing information in order to properly activate said warranty.
✓			B. A minimum warranty of 3 years, 36,000 miles or the manufacturer's standard warranty, whichever is greater. A minimum of 5 years, 100,000 miles rust warranty. Indicate standard manufacturer's warranties. The manufacturer's standard warranty shall be stated in the Exceptions/Comments section of the Bid if different and noted if different than requested.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	10. SERVICE
✓			A. Prior to the awarding of, or entering into any agreement or contract, whether verbal or in writing, it shall be the responsibility of the manufacturer and/or the successful bidder to ensure and satisfy the State of Nebraska that there are factory authorized dealers, geographically located within the United States of America and the State of Nebraska, who will service and repair the vehicles being submitted for consideration without undue delay.
✓			B. It is the responsibility of the vendor to see that the following agencies have received, or will receive in a timely fashion, Fleet Buyers Guides and Source Book for ordering purposes: AS/Transportation Services Bureau, AS/Materiel Division Purchasing Bureau, University of Nebraska-Lincoln Transportation Services, Game and Parks Commission, Department of Roads, and the Nebraska State Patrol.
✓			C. THE STATE OF NEBRASKA'S OBLIGATION TO PAY IS CONTINGENT UPON LEGISLATIVE APPROPRIATION OF FUNDS FOR THAT PURPOSE. SHOULD SAID FUNDS NOT BE APPROPRIATED, THE STATE OF NEBRASKA MAY TERMINATE THIS AGREEMENT. THE STATE OF NEBRASKA WILL GIVE THE VENDOR THIRTY DAYS WRITTEN NOTICE OF SUCH TERMINATION.
✓			D. Vendor must indicate to whom payment is to be made, stating full name of company or entity, complete address and telephone number. After

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5644 OF 2018 ½ Ton Extended Cab 4x4 4 Dr. Truck FFV E85

**STATE OF NEBRASKA PURCHASING BUREAU
TECHNICAL SPECIFICATIONS**

✓			contract is awarded, payment shall only be made as indicated unless written notification is made to the AS/Materiel/Purchasing Bureau requesting an addendum to the contract; must be done 30 days prior to the delivery of vehicle. THERE WILL BE NO EXCEPTIONS!
✓			E. If vendor is interested in electronic fund transfer (EFT) payment, please contact purchasing agency after contract has been awarded.
✓			F. The manufacturer and/or the successful bidder should allow the State of Nebraska to participate in the manufacturer's service training network. Service network includes dealer onsite training, schools and computer based training when applicable.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	11. EXTENSION OPTION
✓			A. The State reserves the right to extend the period of this contract beyond the end date when mutually agreeable to the vendor and the State of Nebraska.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	12. BID COMPLIANCE
✓			A. Specifications have been read and fully understood. Any exceptions have been written on the bid or attached. Bid is signed and unit price is in compliance with the given unit of measure.
NOTES/COMMENTS:			

YES	NO	NO & PROVIDE ALTERNATIVE	13. MASTER AGREEMENT TERMS AND CONDITIONS
✓			<p>A. The Master Agreement Terms and Conditions have been read and fully understood. Any exceptions with the Master Terms and Conditions have been written on the document or attached. The Master Agreement is signed and has been returned to State Purchasing Bureau before or with the first bid submitted.</p> <p>The Master Agreement Terms and Conditions is located at:</p> <p>Please note that the Master Agreement Terms and Conditions are required to be signed and submitted to the State Purchasing Bureau on or before the bidder submits their first bid for the 2018 Production Model Year. Once submitted for the 2018 Production Year, the Master Agreement Terms and Conditions are valid for every bid submitted for any category of vehicle during this cycle.</p>
NOTES/COMMENTS:			

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05/15/17

2018 F-150

PROPRIETARY

**REGULAR CAB / SUPERCAB / SUPERCREW®
COLOR & TRIM AVAILABILITY**

EXTERIOR COLOR	Monotone	Two-Tone Magnetic ¹ (J7)	Availability			
XL¹ XL CHROME APPEARANCE PACKAGE						
SEAT COLOR			Medium Earth Gray	Dark Earth Gray		
* Stone Gray ¹	D1	—	.	.		
Shadow Black	G1	—	.	.		
Magnetic ¹	J7	—	.	.		
Blue Jeans ¹	N1	—	.	.		
Race Red	PQ	—	.	.		
Lightning Blue ¹	N6	—	.	.		
Ingot Silver ¹	UX	—	.	.		
Oxford White	YZ	—	.	.		
XL SPORT APPEARANCE PACKAGE						
SEAT COLOR			Medium Earth Gray	Dark Earth Gray		
Blue Jeans ¹	N1	—	.	.		
* Magma Red ¹	E2	—	.	.		
Shadow Black	G1	—	.	.		
Magnetic ¹	J7	—	.	.		
Race Red	PQ	—	.	.		
Lightning Blue ¹	N6	—	.	.		
Ingot Silver ¹	UX	—	.	.		
Oxford White	YZ	—	.	.		
*STX APPEARANCE PACKAGE						
SEAT COLOR			Black			
Blue Jeans ¹	N1	—	.			
* Magma Red ¹	E2	—	.			
Shadow Black	G1	—	.			
Magnetic ¹	J7	—	.			
Race Red	PQ	—	.			
Lightning Blue ¹	N6	—	.			
Ingot Silver ¹	UX	—	.			
Oxford White	YZ	—	.			
XLT XLT CHROME APPEARANCE PACKAGE						
SEAT COLOR			Medium Earth Gray		Medium Light Camel	
* Guard ¹	HN	J7	.		.	
* Magma Red ¹	E2	—	.		.	
* Stone Gray ¹	D1	—	.		.	
Shadow Black	G1	J7	.		.	
Magnetic ¹	J7	—	.		.	
Blue Jeans ¹	N1	J7	.		.	
Race Red	PQ	J7	.		.	
Ruby Red Metallic Tinted Clearcoat -395	RR	J7	.		.	
Lightning Blue ¹	N6	J7	.		.	
Ingot Silver ¹	UX	J7	.		.	
White Gold ¹	GN	—	.		.	
Oxford White	YZ	J7	.		.	
XLT SPORT APPEARANCE PACKAGE AND *XLT SPECIAL EDITION PACKAGE						
SEAT COLOR						Black
* Lead Foot ²	JX	—				.
* Magma Red ¹	E2	—				.
Shadow Black	G1	—				.
Magnetic ¹	J7	—				.
Race Red	PQ	—				.
Ruby Red Metallic Tinted Clearcoat	RR	—				.
Lightning Blue ¹	N6	—				.
Ingot Silver ¹	UX	—				.
Oxford White	YZ	—				.

¹ Metallic Paint

² Requires XLT Special Edition Package

* = New for this model year

. = Available

**MASTER AGREEMENT TERMS AND CONDITIONS
FOR 2018 OR CURRENT PRODUCTION YEAR
VEHICLE BID SEASON
TABLE OF CONTENTS**

GLOSSARY OF TERMS	iii
I. SCOPE OF THE MASTER AGREEMENT TERMS AND CONDITIONS	1
II. PROCUREMENT PROCEDURE	2
A. GENERAL INFORMATION.....	2
B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS.....	2
C. COMMUNICATION WITH STATE STAFF.....	2
D. WRITTEN QUESTIONS AND ANSWERS.....	2
E. SUBMISSION OF MASTER AGREEMENT TERMS AND CONDITIONS	3
F. RECYCLING (§ 81-15,159(d)(2)).....	3
G. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS (Statutory).....	3
H. ETHICS IN PUBLIC CONTRACTING.....	3
I. SPECIFICATIONS.....	3
J. BID PREPARATION COSTS.....	3
K. DISCOUNTS.....	3
L. PRICES.....	4
M. MODEL YEAR PAINT CHARTS.....	4
N. DEVIATIONS FROM THE INVITATION TO BID	4
O. ALTERNATE/EQUIVALENT BIDS.....	4
P. VALID BID TIME.....	4
Q. LUMP SUM OR 'ALL OR NONE' BIDS.....	4
R. BID REQUIREMENTS	4
S. FAILURE TO COMPLY WITH INVITATION TO BID	5
T. SUBMISSION OF BIDS	5
U. EMAIL SUBMISSIONS	5
V. BID CORRECTIONS	5
W. LATE BIDS	5
X. BID OPENING	5
Y. BID TABULATIONS.....	6
Z. BEST AND FINAL OFFER.....	6
AA. REFERENCE AND CREDIT CHECKS.....	6
BB. REJECTION OF BIDS	6
CC. RESIDENT BIDDER	6
DD. AWARD	6
III. MASTER AGREEMENT TERMS AND CONDITIONS	8
A. GENERAL.....	8
B. NOTIFICATION	9
C. GOVERNING LAW.....	9
D. CHANGE ORDERS OR SUBSTITUTIONS	9
E. BREACH.....	10
F. NON-WAIVER OF BREACH.....	10
G. SEVERABILITY	10
H. INDEMNIFICATION.....	10
I. ATTORNEY'S FEES.....	11
J. ASSIGNMENT, SALE, OR MERGER.....	11
K. CONTRACTING WITH OTHER POLITICAL SUB-DIVISIONS OF THE STATE OR ANOTHER STATE	11
L. FORCE MAJEURE	12
M. CONFIDENTIALITY.....	12
N. EARLY TERMINATION	12
O. CONTRACT CLOSEOUT	13
P. ERRORS AND OMISSIONS.....	13
IV. CONTRACTOR DUTIES	15
A. INDEPENDENT CONTRACTOR / OBLIGATIONS.....	15
B. EMPLOYEE WORK ELIGIBILITY STATUS.....	15

C.	COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Statutory)	16
D.	COOPERATION WITH OTHER CONTRACTORS	16
E.	PERMITS, REGULATIONS, LAWS	16
F.	NOTICE OF POTENTIAL CONTRACTOR BREACH	17
G.	ANTITRUST	17
H.	CONFLICT OF INTEREST	17
I.	ADVERTISING	17
J.	DRUG POLICY	18
V.	PAYMENT	19
A.	PROHIBITION AGAINST ADVANCE PAYMENT	19
B.	TAXES	19
C.	INVOICES	19
D.	INSPECTION AND APPROVAL	19
E.	PAYMENT (Statutory)	20
F.	LATE PAYMENT (Statutory)	20
G.	SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS (Statutory)	20
H.	RIGHT TO AUDIT (Statutory)	20
VI.	SCOPE OF WORK	21
A.	SCOPE	21
B.	AMENDMENT	21
C.	REVISIONS	21
D.	ACCEPTABLE MODELS	21
E.	ANNUAL USAGE	21
F.	DELIVERY	22
G.	MODEL YEAR ORDER CUT-OFF DATES	22
H.	ENVIRONMENTAL PROTECTION AGENCY (EPA) HIGHWAY MILEAGE	22
I.	FACTORY INSTALLATION	23
J.	NON-CONTRACT ITEMS	23
K.	POTENTIAL RECALL OR MANUFACTURER INITIATED CUSTOMER SERVICE ACTION/NOTIFICATION REQUIREMENTS	23
L.	BID SIGNATURES	23
M.	CERTIFICATE OF TITLE	23
VII.	INVITATION TO BID - GENERAL SPECIFICATIONS	24
A.	NON-COMPLIANCE STATEMENT	24
B.	WITHDRAWAL OF BID	24
C.	MOTOR VEHICLE INDUSTRIES REGULATION ACT	25
D.	ANNUAL USAGE, ESTIMATED	25
E.	USAGE REPORT	25
F.	DELIVERY AFTER RECEIPT OF ORDER	25
G.	ORDERS	26
H.	QUALITY	27
I.	PRICES	27
J.	AUTHORIZED DEALER	27
K.	SERVICE	27
L.	SUBSTITUTIONS	28
M.	SECRETARY OF STATE REGISTRATION REQUIREMENTS	29
	Form A Bidder Contact Sheet	30

GLOSSARY OF TERMS

Acceptance Test Procedure: Benchmarks and other performance criteria, developed by the State or other sources of testing standards, for measuring the effectiveness of products or goods and the means used for testing such performance.

Addendum: Something to be added or deleted to an existing document; a supplement.

After Receipt of Order (ARO): After Receipt of Order

Agency: Any state agency, board, or commission other than the University of Nebraska, the Nebraska State colleges, the courts, the Legislature, or any other office or agency established by the Constitution of Nebraska.

Agent/Representative: A person authorized to act on behalf of another.

Amend: To alter or change by adding, subtracting, or substituting.

Amendment: A written correction or alteration to a document.

Appropriation: Legislative authorization to expend public funds for a specific purpose. Money set apart for a specific use.

Award: All purchases, leases, or contracts which are based on competitive bids will be awarded according to the provisions in the ITB. The State reserves the right to reject any or all bids, wholly or in part, or to award to multiple Bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the bid, and do not improve the Bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State.

Bid: The offer submitted by a vendor in a response to written solicitation.

Bid Bond: An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the vendor will not withdraw the bid.

Bidder: A vendor who submits an offer bid in response to a written solicitation.

Business: Any corporation, partnership, individual, sole proprietorship, joint-stock company, joint venture, or any other private legal entity.

Business Day: Any weekday, except State-recognized holidays.

Calendar Day: Every day shown on the calendar including Saturdays, Sundays, and State/Federal holidays.

Cancellation: To call off or revoke a purchase order without expectation of conducting or performing it at a later time.

Central Processing Unit (CPU): Any computer or computer system that is used by the State to store, process, or retrieve data or perform other functions using Operating Systems and applications software.

Change Order: Document that provides amendments to an executed purchase order.

Collusion: An agreement or cooperation between two or more persons or entities to accomplish a fraudulent, deceitful, or unlawful purpose.

Commodities: Any equipment, material, supply or goods; anything movable or tangible that is provided or sold.

Commodities Description: Detailed descriptions of the items to be purchased; may include information necessary to obtain the desired quality, type, color, size, shape, or special characteristics necessary to perform the work intended to produce the desired results.

Competition: The effort or action of two or more commercial interests to obtain the same business from third parties.

Confidential Information: Unless otherwise defined below, "Confidential Information" shall also mean proprietary trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Nebraska Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.

Contract: An agreement between two or more parties creating obligations that are enforceable or otherwise recognizable at law; the writing that sets forth such an agreement.

Contract Administration: The management of the contract which includes and is not limited to contract signing, contract amendments and any necessary legal actions.

Contract Management: The management of day to day activities at the agency which includes and is not limited to ensuring deliverables are received, specifications are met, handling meetings and making payments to the Contractor.

Contract Period: The duration of the contract.

Contractor: Any individual or entity having a contract or awarded purchase order to furnish commodities or goods.

Cooperative Purchasing: The combining of requirements of two or more political entities to obtain advantages of volume purchases, reduction in administrative expenses or other public benefits.

Copyright: A property right in an original work of authorship fixed in any tangible medium of expression, giving the holder the exclusive right to reproduce, adapt and distribute the work.

Critical Program Error: Any Program Error, whether or not known to the State, which prohibits or significantly impairs use of the Licensed Software as set forth in the documentation and intended in the contract.

Customer Service: The process of ensuring customer satisfaction by providing assistance and advice on those products or goods provided by a Contractor.

Default: The omission or failure to perform a contractual duty.

Deviation: Any proposed change(s) or alteration(s) to either the terms and conditions or deliverables within the scope of the written solicitation or contract.

Evaluation: The process of examining an offer after opening to determine the vendor's responsibility, responsiveness to requirements, and to ascertain other characteristics of the offer that relate to determination of the successful award.

Evaluation Committee: Committee(s) appointed by the requesting agency that advises and assists the procuring office in the evaluation of bids/s (offers made in response to written solicitations).

Extension: Continuance of a contract for a specified duration upon the agreement of the parties beyond the original Contract Period. Not to be confused with "Renewal Period".

Free on Board (F.O.B.) Destination: The delivery charges are included in the quoted price and prepaid by the vendor. Vendor is responsible for all claims associated with damages during delivery of product.

Free on Board (F.O.B.) Point of Origin: The delivery charges are not included in the quoted price and are the responsibility of the agency. Agency is responsible for all claims associated with damages during delivery of product.

Foreign Corporation: A foreign corporation that was organized and chartered under the laws of another state, government, or country.

Installation Date: The date when the procedures described in "Installation by Contractor", and "Installation by State", as found in the ITB, ITB (written solicitation) or contract are completed.

Invalid Bid: i.e., a fax or email response for a term contract.

Late Bid: An offer received after the Opening Date and Time.

Licensed Software Documentation: The user manuals and any other materials in any form or medium customarily provided by the Contractor to the users of the Licensed Software which will provide the State with sufficient information to operate, diagnose, and maintain the Licensed Software properly, safely, and efficiently.

Mandatory/Must: Required, compulsory, or obligatory.

May: Discretionary, permitted; used to express possibility.

Module (see System): A collection of routines and data structures that perform a specific function of software.

Model Year Order Cut-Off: The last day on which the Contractor will accept a purchase order for an awarded model due to manufacturer production scheduling.

Must: See Shall/Will/Must.

National Institute for Governmental Purchasing (NIGP): National Institute of Governmental Purchasing – Source used for assignment of universal commodity codes to goods and goods.

Open Market Purchase: Authorization may be given to an agency to purchase items above direct purchase authority due to the unique nature, price, quantity, location of the using agency, or time limitations by the AS Materiel Division, State Purchasing Bureau.

Opening Date and Time: Specified date and time for the public opening of received, labeled, and sealed formal bids.

Operating System: The control program in a computer that provides the interface to the computer hardware and peripheral devices, and the usage and allocation of memory resources, processor resources, input/output resources, and security resources.

Outsourcing: The contracting out of a business process which an organization may have previously performed internally or has a new need for, to an independent organization from which the process is purchased back.

Payroll & Financial Center (PFC): Electronic procurement system of record.

Performance Bond: An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the Contractor fulfills any and all obligations under the contract.

Platform: A specific hardware and Operating System combination that is different from other hardware and Operating System combinations to the extent that a different version of the Licensed Software product is required to execute properly in the environment established by such hardware and Operating System combination.

Point of Contact (POC): The person designated to receive communications and to communicate

Pre-Bid/Pre-Proposal Conference: A meeting scheduled for the purpose of clarifying a written solicitation and related expectations.

Product: Something that is distributed commercially for use or consumption and that is usually (1) tangible personal property, (2) the result of fabrication or processing, and (3) an item that has passed through a chain of commercial distribution before ultimate use or consumption.

Program Error: Code in Licensed Software which produces unintended results or actions, or which produces results or actions other than those described in the specifications. A program error includes, without limitation, any Critical Program Error.

Program Set: The group of programs and products, including the Licensed Software specified in the ITB, plus any additional programs and products licensed by the State under the contract for use by the State.

Project: The total scheme, program, or method worked out for the accomplishment of an objective, including all documentation, commodities, and goods to be provided under the contract.

Proposal: See Bid.

Proprietary Information: Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and service no public purpose (see Neb. Rev. Stat. § 84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific named competitor(s) advantaged by release of the information and the demonstrated advantage the named competitor(s) would gain by the release of information.

Protest/Grievance: A complaint about a governmental action or decision related to an ITB or resultant contract, brought by a vendor who has timely submitted a bid response in connection with the award in question, to AS Materiel Division or another designated agency with the intention of achieving a remedial result.

Public Bid Opening: The process of opening correctly submitted offers at the time and place specified in the written solicitation and in the presence of anyone who wished to attend.

Recommended Hardware Configuration: The data processing hardware (including all terminals, auxiliary storage, communication, and other peripheral devices) to the extent utilized by the State as recommended by the Contractor.

Release Date: The date of public release of the written solicitation to seek offers

Renewal Period: Optional contract periods subsequent to the original Contract Period for a specified duration with previously agreed to terms and conditions. Not to be confused with Extension.

Request for Information (RFI): A general invitation to vendors requesting information for a potential future solicitation. The RFI is typically used as a research and information gathering tool for preparation of a solicitation.

Invitation to Bid (ITB): A written solicitation utilized for obtaining competitive offers.

Responsible Bidder: A Bidder who has the capability in all respects to perform fully and lawfully all requirements with integrity and reliability to assure good faith performance.

Responsive Bidder: A Bidder who has submitted a bid which conforms to all requirements of the solicitation document.

Shall/Will/Must: An order/command; mandatory.

Should: Expected; suggested, but not necessarily mandatory.

Software License: Legal instrument with or without printed material that governs the use or redistribution of licensed software.

Sole Source – Commodity: When an item is available from only one source due to the unique nature of the requirement, its supplier, or market conditions.

Sole Source – Service: A service of such a unique nature that the vendor selected is clearly and justifiably the only practical source to provide the service. Determination that the vendor selected is justifiably the sole source is based on either the uniqueness of the service or sole availability at the location required.

Specifications: The detailed statement, especially of the measurements, quality, materials, and functional characteristics, or other items to be provided under a contract.

System (see Module): Any collection or aggregation of two (2) or more Modules that is designed to function, or is represented by the Contractor as functioning or being capable of functioning, as an entity.

Termination: Occurs when the contract expires or either party, pursuant to a power created by agreement or law puts an end to the contract prior to the stated expiration date. All obligations which are still executory on both sides are discharged but any right based on prior breach or performance survives.

Trade Secret: Information, including, but not limited to, a drawing, formula, pattern, compilation, program, device, method, technique, code, or process that (a) derives independent economic value, actual or potential, from not being known to, and not being ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy (see Neb. Rev. Stat. §87-502(4)).

Trademark: A word, phrase, logo, or other graphic symbol used by a manufacturer or vendor to distinguish its product from those of others, registered with the U.S. Patent and Trademark Office.

Upgrade: Any change that improves or alters the basic function of a product of service.

Vendor: An individual or entity lawfully conducting business in the State, or licensed to do so, who seeks to provide goods or goods under the terms of a written solicitation.

Vendor Performance Report: A report issued to the Contractor by SPB when products or goods delivered or performed fail to meet the terms of the purchase order, contract, and/or specifications, as reported to SPB by the agency. The SPB shall contact the Contractor regarding any such report. The vendor performance report will become a part of the permanent record for the Contractor. The State may require vendor to cure. Two such reports may be cause for immediate termination.

Will: See Shall/Will/Must.

Work Day: See Business Day.

I. SCOPE OF THE MASTER AGREEMENT TERMS AND CONDITIONS

The State of Nebraska, Administrative Services (AS), Materiel Division, State Purchasing Bureau (hereafter known as State Purchasing Bureau or SPB), will be issuing Invitation To Bids, for the purpose of selecting qualified Contractors to provide 2018 or Current Production Year Vehicles.

SPB will be requesting bids for the following:

½ Ton Trucks – with one (1) one year renewal option,
Sedans – with one (1) one year renewal option,
Vans – with one (1) one year renewal option, and
SUVs – with one (1) one year renewal option.

By signing this document, the Vendor agrees to the Master Agreement Terms and Conditions contained herein and upon contract award, these terms and conditions will become a part of the contract.

ALL INFORMATION PERTINENT TO THE SPECIFIC INVITATIONS TO BID WILL BE FOUND ON THE INTERNET AT BIDDING TIME:

MASTER AGREEMENT TERMS AND CONDITIONS EXPLANATION

The Master Agreement Terms and Conditions will apply to all bids submitted for the 2018 Production Year cycle. Each bidder must complete and submit a **single** Master Agreement Terms and Conditions prior to submitting or with their first technical bid/ITB for 2018 Production Year Vehicle cycle.

II. PROCUREMENT PROCEDURE

A. GENERAL INFORMATION

The ITB is designed to solicit bids from qualified Bidders who will be responsible for providing 2018 or Current Production Year Vehicles for the following groups: ½ Ton Trucks, Sedans, Vans and SUVs at a competitive and reasonable cost.

Bids shall conform to all instructions, conditions, and requirements included in the ITB. Prospective Bidders are expected to carefully examine all documents, schedules, and requirements in this ITB, and respond to each requirement in the format prescribed. Bids may be found non-responsive if they do not conform to the ITB.

By signing and submitting the original Master Agreement Terms and Conditions, the Bidder agrees to the State's general Master Agreement Terms and Conditions.

By signing and submitting an ITB(s) for technical bid, the Bidder is responding to the technical submission.

In addition to the provision of the Invitation To Bids and the awarded bids, which shall be incorporated by reference in the contract, any additional clauses or provisions required by the terms and conditions will be included as an amendment to the contract(s).

Fixed-price contracts will be awarded as a result of the Invitation to Bids.

B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS

Procurement responsibilities related to this ITB reside with the SPB. The point of contact (POC) for the procurement is as follows:

Name: Dianna Gilliland
Agency: State Purchasing Bureau
Address: 1526 K Street, Suite 130
Lincoln, NE 68508
Telephone: 402-471-6500
E-Mail: dgilliland@spb.state.ne.us

C. COMMUNICATION WITH STATE STAFF

From the date the ITB is issued until the Intent to Award is issued communication from the Bidder is limited to communication with the State Purchasing Bureau (SPB). Only SPB is empowered to make binding statements regarding this ITB. SPB will issue any clarifications or opinions regarding this ITB in writing. Only SPB can modify the ITB, answer questions, render opinions, and only the SPB can award a contract. Bidders shall not have any communication with, or attempt to communicate or influence any evaluator involved in this ITB. After the intent to award is issued the Bidder may communicate with individuals the State has designated as responsible for negotiating the contract on behalf of the State.

The following exceptions to these restrictions are permitted:

1. Contact made pursuant to pre-existing contracts or obligations;
2. Contact required by the schedule of events or an event scheduled later by the SPB; and
3. Contact required for negotiation and execution of the final contract.

Violation of these conditions may be cause to reject a Bidder's bid and/or withdraw an award.

D. WRITTEN QUESTIONS AND ANSWERS

Questions regarding the meaning or interpretation of any ITB provision must be submitted in writing to the SPB and clearly marked with the ITB Number and the specific vehicle bid description. SPB is not obligated to respond to questions that are received late per the Schedule of Events.

Bidders should present, as questions, any assumptions upon which the Bidder's bid is or might be developed. Bids will be evaluated without consideration of any known or unknown assumptions of a Bidder. The contract will not incorporate any known or unknown assumptions of a Bidder.

It is preferred that questions be sent via e-mail to dgilliland@spb.state.ne.us, but may be delivered by hand or by U.S. Mail. It is recommended that Bidders submit questions using the following format.

ITB Section Reference	ITB Page Number	Question

Written answers will be posted at <http://www.state.nv.us/procurement> per the Schedule of Events.

E. SUBMISSION OF MASTER AGREEMENT TERMS AND CONDITIONS

The Master Agreement Terms and Conditions must be completed and submitted before or with the first vehicle bid submitted. To facilitate the evaluation process, one (1) original of the entire Master Agreement Terms and Conditions should be submitted.

F. RECYCLING (§ 81-15,159(d)(2))

Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use. Preference will also be given to purchases of corn-based biodegradable plastics and road deicers if available and suitable. No preference shall be given if such preference would result in the purchase of products, materials, or supplies that are of inadequate quality or of substantially higher cost.

G. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS (Statutory)

All Bidders must be authorized to transact business in the State and comply with all Nebraska Secretary of State Registration requirements. The Bidder who is the recipient of an Intent to Award will be required to certify that it has complied and produce a true and correct copy of its current (within ninety (90) calendar days of the intent to award) Certificate or Letter of Good Standing, or in the case of a sole proprietorship, provide written documentation of sole proprietorship and the United States Citizenship Attestation Form, available on the DAS website at <http://www.das.state.nv.us> following the purchase of the bid. This must be accomplished prior to execution of the contract.

H. ETHICS IN PUBLIC CONTRACTING

The State reserves the right to reject bids, withdraw an intent to award or award, or terminate a contract if a Bidder commits or has committed ethical violations, which include, but are not limited to:

1. Offering or giving, directly or indirectly, a bribe, fee, commission, compensation, gift, gratuity, or anything of value to any person or entity in an attempt to influence the bidding process;
2. Utilize the services of lobbyists, attorneys, political activists, or consultants to influence or subvert the bidding process;
3. Being considered for, presently being, or becoming debarred, suspended, ineligible, or excluded from contracting with any state or federal entity;
4. Submitting a bid on behalf of another party or entity;
5. Collude with any person or entity to influence the bidding process, submit sham bids, preclude bidding, fix pricing or costs, create an unfair advantage, subvert the bid, or prejudice the State,

The Bidder shall include this clause in any subcontract entered into for the exclusive purpose of performing this contract.

Bidder shall have an affirmative duty to report any violations of this clause by the Bidder throughout the bidding process, and throughout the term of this contract for the successful Bidder and their subcontractors.

I. SPECIFICATIONS

Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for reference and not intended to limit competition, but will be used as the standard by which equivalent material offered will be judged. The Materiel Administrator will be the sole judge of equivalency. The Bidder may offer any brands which meets or exceeds the specification. When a specific product is required, the ITB will so state. Any item bid is to be the latest current model under standard production at the time of order. No used or refurbished equipment will be accepted, unless otherwise stated.

J. BID PREPARATION COSTS

The State shall not incur any liability for any costs incurred by Bidders in replying to this ITB, including any activity related to bidding on this ITB.

K. DISCOUNTS

Prices quoted shall be inclusive of ALL trade discounts. Cash discount terms of less than thirty (30) days will not be considered as part of the bid. Cash discount periods will be computed from the date of receipt of a properly executed claim voucher or the date of completion of delivery of all items in a satisfactory condition, whichever is later.

L. PRICES

All prices, costs, and terms and conditions outlined in the bid shall remain fixed and valid commencing on the opening date of the bid through the initial contract award period.

At renewal time, if the vehicle has rolled to the new model year, a price adjustment may be requested not to exceed five percent (5%) of the previous contract price or the amount of increase for the Producer Price Index (PPI – Motor Vehicles, WPS1411), whichever is less.

However, in the event of a major vehicle platform change, a price increase of more than five percent (5%) may be considered, with supporting documentation, which could include past and current dealer invoices on fleet models as bid.

Any request for a price increase must be submitted in writing to the SPB for approval, and be accompanied by documentation justifying the price increase. Further documentation may be required by the State to justify the increase (such as manufacturer invoices). The State reserves the right to deny any requested price increase. No price increases are to be billed to any State Agencies prior to written amendment of the contract by the parties.

Failure to supply any requested supporting documentation may be grounds to cancel the contract. The State further reserves the right to reject any proposed price increase(s), cancel the contract and re-bid if determined to be in the best interest of the State. The State will be given full proportionate benefit of any decrease for the term of the contract.

M. MODEL YEAR PAINT CHARTS

When the vehicle rolls to the next model year or when the contract is being renewed, the Contractor shall provide a current paint chart for the current model year.

N. DEVIATIONS FROM THE INVITATION TO BID

The requirements contained in the ITB technical sections become a part of the terms and conditions of the contract resulting from the ITB. Any deviations from the ITB technical sections must be clearly defined by the Bidder in its bid and, if accepted by the State, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the ITB, mandatory requirements, or applicable state or federal laws or statutes. "Deviation", for the purposes of this ITB, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this ITB. The State discourages deviations and reserves the right to reject proposed deviations.

O. ALTERNATE/EQUIVALENT BIDS

Bidder may offer bids which are at variance from the express specifications of the ITB. The State reserves the right to consider and accept such bids if, in the judgment of the Materiel Administrator, the bid will result in goods and/or services equivalent to or better than those which would be supplied in the original bid specifications. Bidders must indicate on the ITB the manufacturer's name, number and shall submit with their bid, sketches, descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements are subject to rejection. In the absence of any stated deviation or exception, the bid will be accepted as in strict compliance with all terms, conditions and specification, and the Bidder shall be held liable therefore.

P. VALID BID TIME

Bids shall be firm for a minimum of sixty (60) calendar days after the opening date, unless otherwise stipulated by either party in the ITB.

Q. LUMP SUM OR 'ALL OR NONE' BIDS

The State reserves the right to purchase item-by-item, by groups or as a total when the State may benefit by so doing. Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a bid on an item-by-item basis. The term "all or none" means a conditional bid which requires the purchase of all items on which bids are offered and Bidder declines to accept award on individual items; a "lump sum" bid is one in which the Bidder offers a lower price than the sum of the individual bids if all items are purchased, but agrees to deliver individual items at the prices quoted.

R. BID REQUIREMENTS

The bids will first be examined to determine if all requirements listed below have been addressed and whether further evaluation is warranted. Bids not meeting the requirements may be rejected as non-responsive. The requirements are:

1. The completed Master Agreement Terms and Conditions signed using an indelible method (electronic signatures are not acceptable), received by State Purchasing Bureau before or with the first vehicle

bid submitted. Once submitted, the completed Master Agreement Terms and Conditions does not need to be re-submitted with each bid response for the 2018 Production Year.

For each technical ITB submitted, the following is required:

1. Original technical ITB, completed, signed and submitted in its entirety using an indelible method (electronic signatures are not acceptable) **FAILURE TO INCLUDE THIS FORM SIGNED IN INK WILL BE CAUSE FOR REJECTION OF THE CONTRACT INVITATION TO BID TECHNICAL RESPONSE;**
2. Clarity and responsiveness of the bid;
3. Any supporting documentation: color charts, warranties, etc.

S. FAILURE TO COMPLY WITH INVITATION TO BID

Violation of the terms and conditions contained in the ITB or any resultant contract, at any time before or after the award, shall be grounds for action by the State which may include, but is not limited to, the following:

1. Rejection of a Bidder's bid;
2. Withdrawal of the Intent to Award;
3. Withdrawal of the Award;
4. Termination of the resulting contract;
5. Legal action; or,
6. Suspension of the Bidder from further bidding with the State for the period of time relative to the seriousness of the violation, such period to be within the sole discretion of the State.

T. SUBMISSION OF BIDS

ALL BIDS MUST BE SUBMITTED IN A SEALED ENVELOPE OR CONTAINER!

Submit a separate and complete bid for each vehicle bid. Each bid should be in a separate envelope or container. Bid responses should include the completed Form A, "Bidder Contact Sheet". Bids must reference the ITB number and be sent to the specified address. Please note that the address label should appear as specified in Section II, Part A on the face of each container or Bidder's bid response packet. If a recipient phone number is required for delivery purposes, 402-471-6500 should be used. The ITB number must be included in all correspondence.

Emphasis should be concentrated on conformance to the ITB instructions, responsiveness to requirements, completeness, and clarity of content. If the Bidder's bid is presented in such a fashion that makes evaluation difficult or overly time consuming the State reserves the right to reject the bid as non-conforming.

By signing the "ITB" form, the Bidder guarantees compliance with the provisions stated in the ITB.

U. EMAIL SUBMISSIONS

The SPB will not accept bids by email except for one-time purchases under \$25,000.00.

V. BID CORRECTIONS

A bidder may correct a mistake in a bid prior to the time of opening by giving written notice to the State of intent to withdraw the bid for modification or to withdraw the bid completely. Changes in a bid after opening are acceptable only if the change is made to correct a minor error that does not affect price, quantity, quality, delivery, or contractual conditions. In case of a mathematical error in extension of price, unit price shall govern.

W. LATE BIDS

Bids received after the time and date of the bid opening will be considered late bids. Late bids will be returned unopened, if requested by the Bidder and at Bidder's expense. The State is not responsible for bids that are late or lost regardless of cause or fault.

X. BID OPENING

Anyone may attend the opening. It is considered a public opening. The Buyer will read the names of the respondents. Depending upon the complexity of the bid, the buyer may read the bids aloud or allow bids be available for viewing by the public during the bid opening. Once the bid opening has concluded, the bids will not be available for viewing until the Intent to Award has been posted. An initial bid tabulation will be posted to the website as soon as feasible. Information identified as proprietary by the submitting vendor, in accordance with the RFP/ITB and state statute, will not be posted. If the state determines submitted information should not be withheld, in accordance with the Public Access Act, or if ordered to release any withheld information, said information may then be released. The submitting bidder will be notified of the release and it shall be the obligation of the submitting bidder to take further action, if it believes the information should not be released.

Y. BID TABULATIONS

Bid tabulations are available on the website at:

Z. BEST AND FINAL OFFER

The State reserves the right to request Best and Final Offers. However, a Bidder should provide its best offer in its original bid. Bidders should not expect that the State will request a best and final offer.

AA. REFERENCE AND CREDIT CHECKS

The State reserves the right to conduct and consider reference and credit checks. Reference or credit checks may be grounds to reject a bid, or withdraw an intent to award or award of a contract. The State reserves the right to use third parties to conduct reference and credit checks.

BB. REJECTION OF BIDS

The State reserves the right to reject any or all bids, wholly or in part, in the best interest of the State.

CC. RESIDENT BIDDER

Pursuant to Neb. Rev. Stat. §§ 73-101.01 through 73-101.02, a Resident Bidder shall be allowed a preference against a Non-resident Bidder from a state which gives or requires a preference to Bidders from that state. The preference shall be equal to the preference given or required by the state of the Nonresident Bidders. Where the lowest responsible bid from a resident Bidder is equal in all respects to one from a nonresident Bidder from a state which has no preference law, the resident Bidder shall be awarded the contract. The provision of this preference shall not apply to any contract for any project upon which federal funds would be withheld because of the provisions of this preference.

DD. AWARD

All purchases, leases, or contracts which are based on competitive bids will be awarded according to the provisions in the ITB. The State reserves the right to reject any or all bids, in whole or in part, or to award to multiple Bidders in whole or in part, and at its discretion, may withdraw or amend the ITB at any time. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the bid, and do not improve the Bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State. The ITB does not commit the State to award a contract. If, in the opinion of the State, revisions or amendments will require substantive changes in bids, the bid opening date may be extended.

By submitting a bid in response to this ITB, the Bidder grants to the State the right to contact or arrange a visit in person with any or all of the Bidder's clients.

Once the Intent to Award decision has been made, an Intent to Award will be posted to the Internet at:

The protest procedure is available on the Internet at:

Any protests must be filed by a vendor within ten (10) business days after the Intent to Award is posted to the Internet.

The State reserves the right to award contracts in a manner, and utilizing methods, selected in the State's best interest and discretion. The State may waive informalities or irregularities in bids if the waiver is in the best interest of the State and such waiver does not prejudice other Bidders in the State's discretion. After evaluation of the bids, the State may take, in the State's discretion, one or more of the following actions:

- Accept or reject a portion of or all of a bid;
- Accept or reject all bids;
- Withdraw the ITB;
- Elect to rebid the ITB;
- Award single lines or multiple lines to one or more Bidders; or,
- Award one or more complete contracts.

The State reserves the right to make awards that are in the best interest of the State. The State may consider, but is not limited to, one (1) or more of the following award criteria:

- Price;
- Location;
- Quality;
- Delivery time; and,

State contract management requirements and/or costs.

The state may award to the most responsible bidder submitting the lowest base price, except the State reserves the right to split the award as follows:

- 1. Minimum of 70% to bidder with lowest base price.**
- 2. Maximum of 30% to the low bidder, of another manufacturer, whose base price is within 10% of the lowest base price.**
- 3. Lowest base price may be based on engine size/fuel type and/or vehicle life cycle cost. (Cost of Vehicle) + ((80,000/EPA Estimated Highway MPG) x EIA Average Price Force) *EIA Average Price for Midwest Region Regular Grade**

III. MASTER AGREEMENT TERMS AND CONDITIONS


Bidder is expected to read the Master Terms and Conditions and must initial either accept, reject, or reject and provide alternative language for each clause. The Bidder should also provide an explanation of why the Bidder rejected the clause or rejected the clause and provided alternate language. By signing the Master Agreement Terms and Conditions for the 2018 or Current Production Year, the Bidder is agreeing to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the document. The State reserves the right to negotiate rejected or proposed alternative language. If the State and Bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject any future submitted technical bid(s). The State is soliciting bids in response to the ITB. The State reserves the right to reject bids that attempt to substitute the Bidder's commercial contracts and/or documents for this ITB. Bidders must submit the Master Agreement Terms & Conditions completed in its entirety.

The Bidder should submit with their bid any license, user agreement, service level agreement, or similar documents that the Bidder wants incorporated in the Contract. Upon notice of Intent to Award, the Bidder must submit a copy of these documents in an editable Word format. The State will not consider incorporation of any document not submitted with the Bidder's bid. These documents shall be subject to negotiation and will be incorporated as addendums if agreed to by the Parties.

If a conflict or ambiguity arises after the addendums have been negotiated and agreed to, the addendums shall be interpreted as follows:

1. If only one (1) Party's document has a particular clause then that clause shall control;
2. If both Party's documents have a similar clause, but the clauses do not conflict, the clauses shall be read together;
3. If both Party's documents have a similar clause, but the clauses conflict, the State's clause shall control.

A. GENERAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
			

The contract resulting from the 2018 or Current Production Year ITB's shall incorporate the following documents:


1. Invitation to Bid and Addenda;
2. Completed Master Agreement Terms and Conditions;
3. Amendments to the ITB;
4. Questions and Answers;
5. Contractor's bid (ITB);
6. The executed Contract and any Addenda; and,
7. Amendments to the Contract

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to the executed Contract with the most recent dated amendment having the highest priority, 2) executed Contract and any attached Addenda, 3) Amendments to ITB and any Questions and Answers, 4) Master Agreement Terms and Conditions, 5) the original ITB document and any Addenda, and 6) the Contractor's submitted Bid.

Any ambiguity or conflict in the contract discovered after its execution, not otherwise addressed herein, shall be resolved in accordance with the rules of contract interpretation as established in the State.

B. NOTIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
			

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth below, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) calendar days following deposit in the mail.


Either party may change its address for notification purposes by giving notice of the change, and setting forth the new address and an effective date.

C. GOVERNING LAW

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this agreement must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third-party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

The Parties must comply with all applicable local, state and federal laws, ordinances, rules, orders, and regulations.

D. CHANGE ORDERS OR SUBSTITUTIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
			


The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the ITB. Changes may involve specifications, the quantity of work, or such other items as the State may find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Contractor may not claim forfeiture of the contract by reasons of such changes.

The State or Contractor may prepare a written description of the work required due to the change and the Contractor shall prepare an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State shall not incur a price increase for changes that should have been included in the Contractor's bid, were foreseeable, or result from difficulties with or failure of the Contractor's bid or performance.

No change shall be implemented by the Contractor until approved by the State, and the Contract is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both parties agree that immediate implementation is necessary, the change may be implemented, and cost negotiations may continue with both Parties retaining all remedies under the contract and law.

Vendor will not substitute any item that has been awarded without prior written approval of SPB.

E. BREACH


Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
			

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time.

In case of breach by the Contractor, the State may, without unreasonable delay, make a good faith effort to make a reasonable purchase or contract to purchased goods in substitution of those due from the contractor. The State may recover from the Contractor as damages the difference between the costs of covering the breach. Notwithstanding any clause to the contrary, the State may also recover the contract price together with any incidental or consequential damages defined in UCC Section 2-715, but less expenses saved in consequence of Contractor's breach.


The State's failure to make payment shall not be a breach, and the Contractor shall retain all available statutory remedies. (See Indemnity - Self-Insurance and Payment)

F. NON-WAIVER OF BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
			


The acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

G. SEVERABILITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
			

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the provision held to be invalid or illegal.

H. INDEMNIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
			


1. GENERAL

The Contractor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State for personal injury, death, or property loss or damage, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, Subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

2. SELF-INSURANCE (Statutory)


The State is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §81-8,829 through 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

I. ATTORNEY'S FEES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
			

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all expenses of such action, as permitted by law and if order by the court, including attorney's fees and costs, if the other party prevails.


J. ASSIGNMENT, SALE, OR MERGER

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
			

Either party may assign the contract upon mutual written agreement of the other party. Such agreement shall not be unreasonably withheld.

The Contractor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Contractor's business. Contractor agrees to cooperate with the State in executing amendments to the contract to allow for the transaction. If a third party or entity is involved in the transaction, the Contractor will remain responsible for performance of the contract until such time as the person or entity involved in the transaction agrees in writing to be contractually bound by this contract and perform all obligations of the contract.


K. CONTRACTING WITH OTHER POLITICAL SUB-DIVISIONS OF THE STATE OR ANOTHER STATE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
			

The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. §81-145, to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause.


The Contractor may, but shall not be required to, allow other states, agencies or divisions of other states, or political subdivisions of other states to use this contract. The terms and conditions, including price, of this contract shall apply to any such contract, but may be amended upon mutual consent of the Parties. The State of Nebraska shall not be contractually or otherwise obligated or liable under any contract entered into pursuant to this clause. The State shall be notified if a contract is executed based upon this contract.

L. FORCE MAJEURE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
			

Neither party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to a natural or manmade event outside the control and not the fault of the affected party ("Force Majeure Event"). The Party so affected shall immediately make a written request for relief to the other party, and shall have the burden of proof to justify the request. The other Party may granted the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event.


M. CONFIDENTIALITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
			

All materials and information provided by the Parties or acquired by a Party on behalf of the other Party shall be regarded as confidential information. All materials and information provided or acquired shall be handled in accordance with federal and state law, and ethical standards. Should said confidentiality be breached by a Party, the Party shall notify the other Party immediately of said breach and take immediate corrective action.

It is incumbent upon the Parties to inform their officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable by 5 U.S.C. 552a (m)(1), provides that any officer or employee, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.


N. EARLY TERMINATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
			

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, at its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:
 - a. if directed to do so by statute;
 - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
 - c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
 - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
 - e. an involuntary proceeding has been commenced by any party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
 - f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
 - g. Contractor intentionally discloses confidential information;
 - h. Contractor has or announces it will discontinue support of the deliverable; and,
 - i. In the event funding is no longer available.

O. CONTRACT CLOSEOUT


Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
			

Upon termination of the contract for any reason the Contractor shall within thirty (30) days, unless stated otherwise herein:

1. Transfer all completed or partially completed deliverables to the State;
2. Transfer ownership and title to all completed or partially completed deliverables to the State;
3. Return to the State all information and data, unless the Contractor is permitted to keep the information or data by contract or rule of law. Contractor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures;
4. Cooperate with any successor contractor, person or entity in the assumption of any or all of the obligations of this contract;
5. Cooperate with any successor contractor, person or entity with the transfer of information or data related to this contract;
6. Return or vacate any state owned real or personal property;

Nothing in this Section should be construed to require the Contractor to surrender intellectual property, real or person property, or information or data owned by the Contractor for which the State has no legal claim.

P. ERRORS AND OMISSIONS


Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
			

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The Bidder shall not take advantage of any errors and/or omissions in the 2018 or Current Production Year Invitation To Bids or resulting contracts. The Bidder must promptly notify the State of any errors and/or omissions that are discovered.

IV. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
			

It is agreed that the Contractor is an independent contractor and that nothing contained herein is intended or should be construed as creating or establishing a relationship of employment, agency, or a partnership.

The Contractor is solely responsible for fulfilling the contract. The Contractor or the Contractor's representative shall be the sole point of contact regarding all contractual matters.

The Contractor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Contractor uses to fulfill the contract shall have no contractual or other legal relationship with the State; they shall not be considered employees of the State and shall not be entitled to any compensation, rights or benefits from the State, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

By-name personnel commitments made in the Contractor's bid shall not be changed without the prior written approval of the State. Replacement of these personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

The Contractor warrants that all persons assigned to the project shall be employees of the Contractor or a Subcontractor, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor or the subcontractor respectively.

With respect to its employees, the Contractor agrees to be solely responsible for the following:

1. Any and all pay, benefits, and employment taxes and/or other payroll withholding;
2. Any and all vehicles used by the Contractor's employees, including all insurance required by state law;
3. Damages incurred by Contractor's employees within the scope of their duties under the contract;
4. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law;
5. Determining the hours to be worked and the duties to be performed by the Contractor's employees; and,
6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Contractor, its officers, agents, or subcontractors or subcontractor's employees).

If the Contractor intends to utilize any subcontractor, the Subcontractor's level of effort, tasks, and time allocation must be clearly defined in the Contractor's bid. The Contractor shall agree that it will not utilize any Subcontractors not specifically included in its bid in the performance of the contract without the prior written authorization of the State.

The State reserves the right to require the Contractor to reassign or remove from the project any Contractor or Subcontractor employee.

Contractor shall insure that the terms and conditions contained in any contract with a sub-contractor does not conflict with the terms and conditions of this contract.

The Contractor shall include a similar provision, for the protection of the State, in the contract with any Subcontractor engaged to perform work on this contract.

B. EMPLOYEE WORK ELIGIBILITY STATUS

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing work within the State. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and

Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

1. If the Contractor is an individual or sole proprietorship, the following applies:
 - a. The Contractor must complete the United States Citizenship Attestation Form, available on the DAS website at [www.das.nebraska.gov](#).
2. The completed United States Attestation Form should be submitted with the ITB response.
 - a. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
 - b. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.

C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Statutory)

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State, and their Subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §48-1101 through 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all Subcontracts for goods or services to be covered by any contract resulting from this ITB.

D. COOPERATION WITH OTHER CONTRACTORS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
<i>BJ</i>			

Contractor may be required to work with or in close proximity to other contractors or individuals that may be working on the same or different projects. The Contractor shall agree to cooperate with such other contractors or individuals, and shall not commit or permit any act which may interfere with the performance of work by any other contractor or individual. Contractor is not required to compromise Contractor's intellectual property or proprietary information unless expressly required to do so by this contract.

E. PERMITS, REGULATIONS, LAWS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
<i>BJ</i>			

The contract price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the contract. The Contractor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the performance of the contract. The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.

F. NOTICE OF POTENTIAL CONTRACTOR BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
BE			

If Contractor breaches the contract or anticipates breaching the contract the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, and may include a request for a waiver of the breach if so desired. The State may, at its discretion, temporarily or permanently waive the breach. By granting a temporary waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

G. ANTITRUST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
BE			

The Contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

H. CONFLICT OF INTEREST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
BE			

By submitting a bid, Contractor certifies that there does not now exist a relationship between the Contractor and any person or entity which is or gives the appearance of a conflict of interest related to this ITB or project.

The Contractor certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the delivery of its goods hereunder or which creates an actual or an appearance of conflict of interest.

The Contractor certifies that it will not employ any individual known by Contractor to have a conflict of interest.


The Parties shall not knowingly, for a period of two years after execution of the contract, recruit or employ any employee or agent of the other Party who has worked on the ITB or project, or who had any influence on decisions affecting the ITB or project.

I. ADVERTISING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
BE			

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its goods are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

J. DRUG POLICY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
			

Contractor certifies it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

V. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
<i>JK</i>			

Payments shall not be made until contractual deliverable(s) are received and accepted by the State.

B. TAXES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
<i>JK</i>			

The State is not required to pay taxes and assumes no such liability as a result of this solicitation. The Contractor may request a copy of the Nebraska Department of Revenue, Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption, Form 13 for their records. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor.

C. INVOICES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
<i>JK</i>			

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

D. INSPECTION AND APPROVAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
<i>JK</i>			

Final inspection and approval of all work required under the contract shall be performed by the designated State officials.

If a simple inspection of the goods would reveal nonconformity, notice of nonconformity should be provided to the vendor as soon as reasonably practical, but not to exceed thirty (30) days from receipt of goods. This includes visual inspection of product to ensure packaging is not damaged, dented or compromised.

E. PAYMENT (Statutory)

State will render payment to Contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the State. (Neb. Rev. Stat. Section 73-506(1)). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

F. LATE PAYMENT (Statutory)

The Contractor may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §§ 81-2401 through 81-2408).

G. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS (Statutory)

The State's obligation to pay amounts due on the Contract for a fiscal year following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

H. RIGHT TO AUDIT (Statutory)

The State shall have the right to audit the Contractor's performance of this contract upon a thirty (30) day written notice. Contractor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract. (Neb. Rev. Stat. §84-304 et seq.) The State may audit and the Contractor shall maintain the information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Contractor shall make the Information available to the State at Contractor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Contractor so elects, the Contractor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. In no circumstances will contractor be required to create or maintain documents not kept in the ordinary course of contractor's business operations, nor will contractor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to contractor.

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one-half of one percent (0.5%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety (90) days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

VI. SCOPE OF WORK

A. SCOPE

It is the intent of this Master Agreement Terms and Conditions and future bid invitations to establish contracts to supply 2018 or Current Production Year vehicles from date of award for a period of one (1) year with the option to renew for an additional one (1) year period when mutually agreeable to the vendor and the State. The State reserves the right to extend the period of this contract beyond the end date when mutually agreeable to the vendor and the State.

Contracts will be established for the following groups:

½ Ton Trucks
Sedans
Vans
SUVs

All items bid shall be of the latest manufacture in production as of the date of the ITB and be of proven performance and under standard design complete as regularly advertised and marketed. All necessary materials for satisfactory performance of the supplies shall be incorporated into the 2018 or Current Production year vehicles.

Complete specifications, manufacturer's current descriptive literature and/or advertising data sheets with cuts or photographs must be included with the bid for the IDENTICAL items proposed. Any information necessary to show compliance with these specifications not given on the manufacturer's descriptive literature and/or advertising data sheets must be supplied in writing on or attached to the bid document. If manufacturer's information necessary to show compliance with these specifications is not attached to the bid document, the Bidder may be required to submit requested information within three (3) business days of a written request. Failure to submit requested descriptive literature or advertising data sheets may be grounds to reject the bid.

The 1/2 ton trucks, complete with enclosed cabs, furnished under the respective specifications shall be the latest model standard production units, offered to the general trade, equal in every respect to the construction and performance characteristics shown in the manufacturer's specifications and descriptive literature for this type of vehicle as manufactured and advertised for delivery in the continental United States and including all equipment normally offered and installed at the factory. "Stripped" truck versions are specifically excluded.

Engine bores, main bearings, connecting rod bearings and wrist pins shall not exceed the manufacturer's established size tolerances.

All vehicles offered must meet or exceed the minimum specifications. It is intended the manufacturer will build the vehicle to specifications and the selling or servicing dealer will be required only to perform the normal pre-delivery service and not be required to modify, alter, exchange, assemble, install or paint various components to the specifications.

B. AMENDMENT

This Contract may be amended in writing, within scope, upon the agreement of both parties.

C. REVISIONS

In the event any product is discontinued or replaced upon mutual consent during the contract period, the State reserves the right to amend this contract to include the alternate product at the same price.

D. ACCEPTABLE MODELS

All vehicles that meet or exceed the specifications may be bid at invitation time.

E. ANNUAL USAGE

Annual usage figures provided are estimates and are not to be construed as either a minimum or maximum purchase quantity. The orders shall be for the actual quantities of each item ordered by or for any agency during the life of the contracts. Vendors shall not impose order requirements.

Listed below are the approximate units to be purchased. These amounts are estimates only, and the actual quantity ordered will vary. These estimates are based on last year's contract usage for the State of Nebraska as a whole, including the vehicles purchased by political subdivisions of the State of Nebraska.

Vehicle usage numbers for groups being bid for 2018 Production Year:

A. ½ Ton Trucks – 154

- B. Sedans – 251
- C. Van – 125
- D. SUV's – 51

Vehicle usage numbers for groups being renewed for 2018 Production Year:

- A. ¾ Ton Trucks – 114
- B. 1 Ton Trucks – 41
- C. Police – 227

Based on last year's usage, approximately 963 vehicles may be purchased from the all State of Nebraska contracts (awarded and existing) for the 2018 production year.

F. DELIVERY

Between 9:00 AM and 3:00 PM, daily except Saturday, Sunday and holidays, AFTER SERVICING AND READY TO DRIVE, with not less than ¼ tank of gasoline. Deliveries desired prior to 120 days after receipt of order; quoted deliveries beyond 120 days are an award consideration. All deliveries shall be scheduled with agency representative.

Odometer mileage:

1. Within a 200-mile radius of Lincoln – less than 200 miles on odometer
2. Outside the 200-mile radius of Lincoln – less than 450 miles on odometer (Scottsbluff is 398 miles outside of Lincoln)

Vehicles will not be accepted if all paper work is not with the vehicle at time of delivery. Dealer still owns the vehicles until buyers sign all required paper work.

G. MODEL YEAR ORDER CUT-OFF DATES

Model Year Order Cut-Off is defined by State Purchasing Bureau (SPB) as the last day on which the Contractor will accept a purchase order for an awarded model due to manufacturer production scheduling.

The vendor is to provide with their bid the model year cut-off date, if the date is available. If the date is not available at the time of bidding, the awarded vendor/Contractor and associated manufacturer should **immediately notify AS/Material Division, through the State Purchasing Bureau buyer once the date is available.** Failure to provide model year cut-off date information may result in may result in a breach of contract.

Send MODEL YEAR ORDER CUT-OFF DATES via email to:

Nebraska State Purchasing Bureau
Dianna Gilliland, Buyer

Model Year Order Cut-Off Dates will be shared by SPB with state agencies as an aid to planning agency purchases against the contract(s). The Model Year Order Cut-Off date does not change the awarded contract period and does not terminate the contract. The Contractor and Manufacturer have the option to offer the next model year vehicle that is acceptable under the terms and conditions of the contract award at the contracted price.

The contract period will be from date of award for one full year or until the SPB Buyer terminates the contract. Upon receipt by SPB Buyer of the Model Year Order Cut-Off Dates, SPB may formally request the Contractor, upon Contractor's agreement, seek permission through the manufacturer to exercise the option of providing the next available model year as an equivalent product rollover through the contract period until renewal period, at the contracted price.

Absent such permission from the manufacturer, the State will cease to purchase from the contract and the contract will remain dormant or in suspension until final expiration date.

In the event that a manufacturer re-opens production lines or will resume accepting order for the model year awarded after a published Model Year Cut-Off Date, the State will resume purchasing against contract.

H. ENVIRONMENTAL PROTECTION AGENCY (EPA) HIGHWAY MILEAGE

Provide separate, when available, EPA highway mileage (Gas and E85) rates from the Fuel Economy Guide: [www.epa.gov/fuel-economy](#)

I. FACTORY INSTALLATION

If manufacturer has requirements available from factory, then item must be FACTORY-INSTALLED; if factory installation is not available, then it must be noted as a dealer-installation and an alternative.

Trucks shall be guaranteed to include all the latest engineering developments adopted by the company applying to transmissions, fuel systems, engine, and accessories, and to possess the capability of operating of lead-free gasoline and gasohol/ethanol.

All vehicles shall comply with all current provisions of the National Traffic and Motor Vehicles Safety Act, and applicable provisions of the USEPA Emissions Standards.

A separate bid is requested if the manufacturer is producing fuel-flexible E85 motor vehicles (units capable of operation on a fuel mixture of up to 85% Ethanol/15% Unleaded Gasoline without additional change or conversion). A SEPARATE CONTRACT MAY BE AWARDED.

J. NON-CONTRACT ITEMS

Items not listed on the contract, but may be needed by the ordering agency for their business needs, may be added to complete the purchase of the vehicle. Non-contract item pricing shall be requested by the ordering agency in written form. Pricing documentation will be attached to the purchase order and a line "Non-Contract Item" line added to the purchase order.

K. POTENTIAL RECALL OR MANUFACTURER INITIATED CUSTOMER SERVICE ACTION/NOTIFICATION REQUIREMENTS

The contractor shall be responsible for accessing potential recall notices from the National Highway Traffic Safety Administration (NHTSA), as well as any manufacturer initiated customer service actions prior to delivering the vehicles

inform the ordering state agency of the "open" recall or customer service action upon delivery. The vendor shall then assist the state agency in getting the recall or customer service action(s) completed as quickly as possible.

L. BID SIGNATURES

Technical bids must be signed using an indelible method (electronic signatures are not acceptable) by the bidder on the State of Nebraska's Contract Invitation to Bid form.

M. CERTIFICATE OF TITLE

Contractor shall provide a certificate of title for each vehicle purchased that is free and clear of any lien, security interest, or encumbrance of any kind. The vendor shall indemnify, defend, and hold harmless the State of Nebraska from any claim, litigation or loss to the certificate of title.

VII. INVITATION TO BID - GENERAL SPECIFICATIONS

BIDDER INSTRUCTIONS

Bidder must respond to each of the following statements. Specifications listed are minimum conditions that must be met in order for a Bidder to qualify for the award.

"YES" response means the Bidder guarantees they can meet this condition.

"NO" response means the Bidder cannot meet this condition and will not be considered.

"NO & PROVIDE ALTERNATIVE" responses should be used only with a narrative response in the NOTES/COMMENTS section explaining in detail any deviation from the Bidder's ability to meet the condition, and an explanation of how this would be determined to be an acceptable alternative to meeting the condition. Alternatives must be detailed in such a way that allows such deviations to be fully evaluated. The State shall determine at its sole discretion whether or not the Bidder's alternative is an acceptable alternative.

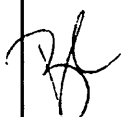
A. NON-COMPLIANCE STATEMENT

YES	NO	NO & PROVIDE ALTERNATIVE	
B			1. Read these specifications carefully. Any and all exceptions to these specifications must be written on or attached to quotation request. Any noncompliance may void your quotation. Non-compliance to any single specification can void your quotation.
B			2. It is the responsibility of Bidders to obtain information and clarifications as provided below. The State is not responsible for any erroneous or incomplete understandings or wrongful interpretations of this ITB by any Bidder.
B			3. No interpretation related to the meaning of bid specifications or other pre-bid documents will be made orally to any Bidder by the State. Any ITB interpretation must be put in writing and faxed by the Bidder to: the State Purchasing Bureau, Fax (402) 471-2089 or e-mailed to AS Materiel Purchasing at the State Purchasing Bureau by the last day to submit written questions that is specified in the Schedule of Events. (Inquiries received after the last day to submit written questions may not be addressed).
NOTES/COMMENTS:			

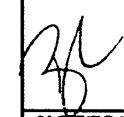
B. WITHDRAWAL OF BID

YES	NO	NO & PROVIDE ALTERNATIVE	
B			1. The vendor is responsible for reviewing their bid(s) before submission for accuracy and completeness, to include price. The vendor may without penalty withdraw their bid within five (5) business days of bid opening by notifying the SPB Buyer in writing.
NOTES/COMMENTS:			

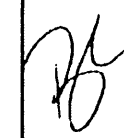
C. MOTOR VEHICLE INDUSTRIES REGULATION ACT

YES	NO	NO & PROVIDE ALTERNATIVE	
			<p>1. All Bidders must comply with the licensing requirements for motor vehicle dealers established under the Motor Vehicle Industries Regulation Act, Nebraska Revised Statutes, Chapter 60, Article 14 at time of bid. Bids will only be accepted from Bidders who are fully compliant with the Motor Vehicle Industries Regulation Act, Chapter 60, Article 14.</p> <p>Nebraska Dealer License Number: _____</p>
NOTES/COMMENTS:			

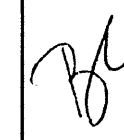
D. ANNUAL USAGE, ESTIMATED

YES	NO	NO & PROVIDE ALTERNATIVE	
			<p>1. Annual usage figures provided are estimates and are not to be construed as either a minimum or maximum purchase quantity. The orders shall be for the actual quantities of each item ordered by or for any agency during the life of the contract. Vendor shall not impose minimum order requirements.</p>
NOTES/COMMENTS:			

E. USAGE REPORT

YES	NO	NO & PROVIDE ALTERNATIVE	
			<p>1. The vendor shall, upon request by the State of Nebraska, provide an annual usage report for the contract(s) by state agencies, boards and commissions, including political sub-divisions of the State of Nebraska. Information will include contract number, agency or political sub-division name, units purchased and dollar amount. Information may be requested at any time by the State Purchasing Bureau, but may typically be requested at the end of the contract period or upon renewal of the contract, or at other intervals (monthly, quarterly, etc.) as determined by the State.</p>
NOTES/COMMENTS:			

F. DELIVERY AFTER RECEIPT OF ORDER


YES	NO	NO & PROVIDE ALTERNATIVE	
			<p>1. All vehicles shall be delivered FOB Destination in Lincoln, Nebraska and in accordance with the Delivery Schedule shown on the purchase order. Vehicles are to be road ready, fully equipped, serviced, and washed with a minimum of ¼ tank of gasoline in the tank. Vehicles showing lack of proper dealer pre-delivery service shall be subjected to rejection until the vehicle is properly serviced. Factory pre-delivery service is not acceptable. Dealer nameplates, decals, etc. shall not be affixed. A signed copy of the completed</p>

			manufacturer's "New Vehicle Preparation-Inspection and Road Test" form must accompany each vehicle at time of delivery.
Bl			2. After the vehicle has been fully serviced, the dealer may deliver it by rail freight, truck transport or by driving to the destination. IMPORTANT Odometer mileage: Within a 200-mile radius of Lincoln – less than 200 miles on the odometer; outside the 200-mile radius of Lincoln – less than 450 miles on the odometer at the time the motor vehicle is officially accepted and signed for by the purchaser. Deliveries shall be made between the hours of 9:00 AM and 3:00 PM daily, except Saturday, Sunday, and holidays. All deliveries must be scheduled with the Agency Representative.
Bl			3. The original manufacturer's statement of origin, a service authorization card, and a properly executed service and warranty policy shall accompany each vehicle when delivered.
Bl			4. Each vehicle shall be completely checked by the vendor to ensure conformance with the manufacturer's specifications and the State of Nebraska requirements as stated herein.
Bl			5. Invoices shall describe the truck, including vehicle identification number (VIN), key number and State of Nebraska purchase order number.
Bl			6. Contract supplier or suppliers may honor pricing and extend the contract to political subdivisions, cities and counties. Political subdivisions, cities, and counties must meet terms and conditions of the contract.
Bl			7. Vehicles that have been wrecked or sustained more than minor nicks and scratches will not be accepted. The vendor should not attempt to deliver a unit until minor nicks and scratches have been repaired. Failure to comply with the above may result in the dealer not being allowed to bid on future motor vehicles contracts.
Bl			8. Vendor shall provide order number to the purchaser within five (5) business days after Purchase Order has been received. Vendor shall email, fax, or mail this information to each buyer.
NOTES/COMMENTS:			



G. ORDERS

YES	NO	NO & PROVIDE ALTERNATIVE	
Bl			1. Orders will be placed either by, phone, fax, e-mail or Internet (if available and not to the exclusion of the other methods). All orders must reference a purchase order number and the purchase order number must be referenced on the packing slip, and invoice. Invoices are to be sent to the "Invoice to" address on the purchase order. Once contracts are awarded, purchase orders issued by ordering agencies should include vehicle description, number of units ordering, shipping and billing location, agency delivery contact name and phone number and related information.
Bl			2. Contractor is to provide manufacturer's order number to the purchasing agency or political sub-division within five (5) business days after the purchase order is received. Vehicle invoices or supporting documentation accompanying the invoices should include a hard copy, bar-coded version of the Vehicle Information Number (VIN) for each vehicle.
NOTES/COMMENTS:			


H. QUALITY

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Product quality must meet specifications and be consistent for the term of the contract. A guarantee of satisfactory performance by the supplier and meeting delivery dates are considered to be an integral part of the purchase contract resulting from this bid invitation. All materials must be of first quality, under standard production by the manufacturer and be of standard design, complete as regularly advertised and marketed and be of proven performance.
NOTES/COMMENTS:			


I. PRICES






YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Price quoted shall be unit price and shall be firm for the duration of the contract from date of award and are to be net; including transportation and delivery charges fully prepaid by the Bidder F.O.B. Destination as specified within a 200 mile radius. A drop shipment charge outside the 200 mile radius of Lincoln must be clearly noted on the ITB. No additional charges will be allowed for packing, handling, fuel surcharge, or partial delivery costs. Contractor may honor pricing and extend the contract to political sub-divisions, cities, and counties. Terms and conditions of the contract must be met by political sub-divisions, cities, and counties.
			2. Items not listed on the contract, but may be needed by the ordering agency for their business needs, may be added to complete the purchase of the vehicle. Non-contract item pricing shall be requested by the ordering agency in written form. Pricing documentation will be attached to the purchase order and a line "Non-Contract Item" line added to the purchase order.
NOTES/COMMENTS:			

J. AUTHORIZED DEALER


YES	NO	NO & PROVIDE ALTERNATIVE	
			1. To the extent required by the manufacturer, the Bidder shall be an authorized dealer. Bidder may be required to substantiate that he/she is an authorized dealer. Proof, if required, must be submitted to the SPB within three (3) days of the request and prior to the award of any contract.
NOTES/COMMENTS:			

K. SERVICE

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Prior to the awarding of, or entering into any agreement or contract, whether verbal or in writing, it shall be the responsibility of the manufacturer and/or the successful bidder to ensure and satisfy the State of Nebraska that there are factory authorized dealers, geographically located within the United

			States of America and the State of Nebraska, who will service and repair the vehicles being submitted for consideration without undue delay.
			2. It is the responsibility of the vendor to see that the following agencies have received, or will receive in a timely fashion, Fleet Buyers Guides and Source Book for ordering purposes: AS/Transportation Services Bureau, AS/Materiel Division Purchasing Bureau, University of Nebraska-Lincoln Transportation Services, Game and Parks Commission, Department of Roads, and the Nebraska State Patrol.
			3. Vendor must indicate to whom payment is to be made, stating full name of company or entity, complete address and telephone number. After contract is awarded, payment shall only be made as indicated unless written notification is made to the AS/Materiel/Purchasing Bureau requesting an addendum to the contract; must be done 30 days prior to the delivery of vehicle. THERE WILL BE NO EXCEPTIONS!
			4. If vendor is interested in electronic fund transfer (EFT) payment, please contact purchasing agency after contract has been awarded.
			5. The manufacturer and/or the successful bidder should allow the State of Nebraska to participate in the manufacturer's service training network. Service network includes dealer onsite training, schools and computer based training when applicable.
NOTES/COMMENTS:			

L. SUBSTITUTIONS

YES	NO	NO & PROVIDE ALTERNATIVE	
			1. Vendor will not substitute any item that has been awarded without prior written approval of SPB.
NOTES/COMMENTS:			

M. SECRETARY OF STATE REGISTRATION REQUIREMENTS

YES	NO	Prior to contract award and/or upon request of SPB, potential award recipient(s) will be asked to certify compliance with Nebraska Secretary of State Registration by providing a true and exact copy of current (dated within 90 days) valid Certificate of Good Standing or Letter of Good Standing. ***CHOOSE "YES" TO BEST ANSWER ONLY, CHOOSE "NO" FOR REMAINING LINES***
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<p>1. Bidder is a SOLE PROPRIETORSHIP (in which case, no Letter of Good Standing/Certificate of Good Standing is required)</p> <p>If the Bidder is an Individual or Sole Proprietorship, the following applies:</p> <p>a. The Bidder must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at http://www.das.state.ne.us/Forms/USCitizenshipAttestationForm.pdf</p> <p>The completed United States Attestation Form should be submitted with the Invitation to Bid response.</p> <p>b. If the Bidder indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.</p> <p>c. The Bidder understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.</p>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	2. Bidder is a GENERAL PARTNERSHIP (in which case, no Letter of Good Standing/Certificate of Good Standing is required).
<input checked="" type="checkbox"/>	<input type="checkbox"/>	3. Bidder is a FOREIGN or DOMESTIC CORPORATION or BUSINESS and a copy of current Letter of Good Standing/Certificate of Good Standing from the Nebraska Secretary of State is provided within bid submission documents.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	4. Bidder is a FOREIGN or DOMESTIC CORPORATION or BUSINESS and a copy of current Letter of Good Standing/Certificate of Good Standing from the Nebraska Secretary of State will be provided in a timely manner upon request prior to award.

Form A
Bidder Contact Sheet
Master Agreement Terms and Conditions

Form A should be completed and submitted with each response to this ITB. This is intended to provide the State with information on the Bidder's name and address, and the specific person(s) who are responsible for preparation of the Bidder's response.

Preparation of ITB Contact Information	
Bidder Name:	Anderson Ford
Bidder Address:	2500 Wildcat Dr. Lincoln, NE 68521
Contact Person & Title:	Bobby Colclasure
E-mail Address:	bobby.c@andersonautogroup.com
Telephone Number (Office):	402-617-4521
Telephone Number (Cellular):	402-617-4521
Fax Number:	N/A

Each Bidder shall also designate a specific contact person who will be responsible for responding to the State if any clarifications of the Bidder's response should become necessary.

Communication with the State Contact Information	
Bidder Name:	
Bidder Address:	
Contact Person & Title:	SAME
E-mail Address:	AS
Telephone Number (Office):	
Telephone Number (Cellular):	Above
Fax Number:	

Gilliland, Dianna

From: Bobby Colclasure <bobbyc@andersonautogroup.com>
Sent: Monday, October 2, 2017 1:46 PM
To: Gilliland, Dianna
Subject: Re: Need NE Dealer License Number

Categories: Printed

Hi Dianna,

It is 03970.

Thank you.

From: "Dianna Gilliland" <Dianna.Gilliland@nebraska.gov>
To: bobbyc@andersonautogroup.com
Sent: Monday, October 2, 2017 1:02:04 PM
Subject: Need NE Dealer License Number

Bobby,

Please provide your Nebraska dealer license number, asap, please.

Thank you,

Dianna Gilliland

Buyer II | MATERIEL DIVISION - STATE PURCHASING BUREAU

Nebraska Department of Administrative Services
1526 K Street, Suite 130, Lincoln NE 68508

OFFICE 402-471-4193

FRONT DESK 402-471-6500

FAX 402-471-2089

Dianna.gilliland@nebraska.gov

das.nebraska.gov | [Facebook](#) | [Twitter](#)

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Bobby Colclasure
Anderson Auto Group
Commercial & Fleet Director
2500 Wildcat Dr
Lincoln, NE 68521

Work-402-323-4013

Cell-402-617-4521

Fax-402-458-9805

bobbyc@andersonautogroup.com

www.andersonautogroup.com

Because People Matter...we will serve your needs by always doing what is right

CITY OF BELLEVUE, NEBRASKA
 AGENDA ITEM COVER SHEET

12d
 11-13-17

COUNCIL MEETING DATE:	10/24/2017	AGENDA ITEM TYPE:
SUBMITTED BY: Chief Perry Guido	SPECIAL PRESENTATION	<input type="checkbox"/>
	LIQUOR LICENSE	<input type="checkbox"/>
	ORDINANCE	<input type="checkbox"/>
	PUBLIC HEARING	<input type="checkbox"/>
	RESOLUTION	<input type="checkbox"/>
	CURRENT BUSINESS	<input checked="" type="checkbox"/>
	OTHER (SEE CLERK)	<input type="checkbox"/>

SUBJECT:

Radio for new system

SYNOPSIS:

Purchase 41 portables, 5 Mobiles, 15 single chargers, 13 Multi chargers and 57 batteries.

FISCAL IMPACT:

\$286,987 (estimate for budget was 287,000)

BUDGETED ITEM: YES NO

PROJECT # & TRACKING INFORMATION:

RECOMMENDATION:

Approve purchase

BACKGROUND:

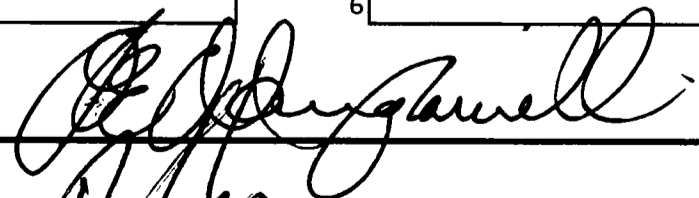
This is the first half of the radio order to work on the new radio system being installed by Sarpy County and will give us interoperability with Douglas County's new radio system.

ATTACHMENTS:

- | | | | |
|---|-----|---|--|
| 1 | Bid | 4 | |
| 2 | | 5 | |
| 3 | | 6 | |

SIGNATURES:

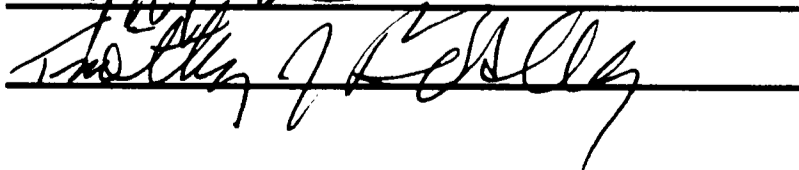
ADMINISTRATOR APPROVAL:



FINANCE APPROVAL:



LEGAL APPROVAL:





Quote Number: QU0000418372
 Effective: 11 OCT 2017
 Effective To: 09 JAN 2018

Bill-To:
 BELLEVUE FIRE DEPT, CITY OF
 210 W MISSION
 BELLEVUE, NE 68005
 United States

Ultimate Destination:
 BELLEVUE FIRE DEPT, CITY OF
 211 W 22ND AVE
 BELLEVUE, NE 68005
 United States

Attention:
Name: Steven Wisnieski
Email: steven.wisnieski@bellevue.net
Phone: 402-593-1502

Sales Contact:
Name: Bob Stephany
Email: bobs@firstwirelessinc.com
Phone: +4028956100

Contract Number: 14534-OC
Freight terms: FOB Destination
Payment terms: Net 30 Due

Item	Quantity	Nomenclature	Description	Your price	Extended Price
1	5	M25URS9PW1AN	APX6500 7/800 MHZ MID POWER MOBILE	\$4,355.60	\$21,778.00
1a	5	G806BE	ADD: ASTRO DIGITAL CAI OPERATION		
1b	5	G24AX	INT: 3 YEAR SERVICE FROM THE START LITE		
1c	5	G851AG	ADD: AES/DES-XL/DES-OFB ENCRYPTION		
1d	5	W969BG	ADD: MULTIPLE KEY ENCRYPTION OPERATION		
1e	5	G442AJ	ADD: O5 CONTROL HEAD		
1f	5	G67BC	ADD: REMOTE MOUNT MID POWER		
1g	5	W22BA	ADD: STD PALM MICROPHONE APEX		
1h	5	G444AE	ADD: APX CONTROL HEAD SOFTWARE	-	-
1i	5	G174AD	ADD: ANT 3DB LOW-PROFILE 762-870		
1j	5	G831AD	ADD: SPKR 15W WATER RESISTANT		
1k	5	GA00235AA	ADD: NO GPS ANTENNA NEEDED	-	-
1l	5	G51AU	ENH: SMARTZONE OPERATION APX6500		
1m	5	QA01648AA	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY		
1n	5	G361AH	ADD: P25 TRUNKING SOFTWARE		
1o	5	GA00580AA	ADD: TDMA OPERATION		
1p	5	G996AS	ENH: OVER THE AIR PROVISIONING		
2	41	H98UCF9PW6BN	APX6000 700/800 MODEL 2.5 PORTABLE	\$4,620.00	\$189,420.00
2a	41	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION		
2b	41	H885BK	ADD: 3 YEAR SERVICE FROM THE START LITE		
2c	41	QA01648AA	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY		
2d	41	H869BZ	ENH: MULTIKEY		
2e	41	Q15AK	ADD: AES/DES-XL/DES-OFB ENCRYPTION		
2f	41	QA01427AB	ALT: IMPACT GREEN HOUSING		
2g	41	QA02006AA	ENH: APX6000XE RUGGED RADIO		
2h	41	G996AU	ADD: PROGRAMMING OVER P25 (OTAP)		
2i	41	QA00580AC	ADD: TDMA OPERATION		
2j	41	H38BT	ADD: SMARTZONE OPERATION		

Item	Quantity	Nomenclature	Description	Your price	Extended Price
2k	41	Q361AR	ADD: P25 9600 BAUD TRUNKING		
3	12	H98UCF9PW6BN	APX6000 700/800 MODEL 2.5 PORTABLE	\$4,605.00	\$55,260.00
3a	12	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION		
3b	12	H885BK	ADD: 3 YEAR SERVICE FROM THE START LITE		
3c	12	QA01648AA	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY		
3d	12	H869BZ	ENH: MULTIKEY		
3e	12	Q15AK	ADD: AES/DES-XL/DES-OFB ENCRYPTION		
3f	12	QA02006AA	ENH: APX6000XE RUGGED RADIO		
3g	12	G996AU	ADD: PROGRAMMING OVER P25 (OTAP)		
3h	12	QA00580AC	ADD: TDMA OPERATION		
3i	12	H38BT	ADD: SMARTZONE OPERATION		
3j	12	Q361AR	ADD: P25 9600 BAUD TRUNKING		
4	15	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	\$90.00	\$1,350.00
5	13	NNTN8844A	CHARGER, MULTI-UNIT, IMPRES 2, 6-DISP, NA/LA-PLUG, ACC USB CHGR	\$750.00	\$9,750.00
6	55	PMMN4083A	IMPRES RSM DELTA-T,	\$75.00	\$4,125.00
7	57	NNTN8930A	BATTERY PACK,LITHIUM ION,BATT IMPRES 2 LIION TIA4950 R IP68 2650T	\$93.00	\$5,301.00

Total Quote in USD

\$286,984.00

* This quote contains items with approved price exceptions applied against it

New Fire Dept. Radios

PO Issued to Motorola Solutions Inc. must:

- >Be a valid Purchase Order (PO)/Contract/Notice to Proceed on Company Letterhead. Note: Purchase Requisitions cannot be accepted
- >Have a PO Number/Contract Number & Date
- >Identify "Motorola Solutions Inc." as the Vendor
- >Have Payment Terms or Contract Number
- >Be issued in the Legal Entity's Name
- >Include a Bill-To Address with a Contact Name and Phone Number
- >Include a Ship-To Address with a Contact Name and Phone Number
- >Include an Ultimate Address (only if different than the Ship-To)
- >Be Greater than or Equal to the Value of the Order
- >Be in a Non-Editable Format
- >Identify Tax Exemption Status (where applicable)
- >Include a Signature (as Required)

CITY OF BELLEVUE, NEBRASKA
 AGENDA ITEM COVER SHEET

120
 11-13-17

COUNCIL MEETING DATE:	11/13/2017	AGENDA ITEM TYPE:	
SUBMITTED BY: Acting Chief Dave Stukenholtz <i>DAS</i>		SPECIAL PRESENTATION	<input type="checkbox"/>
		LIQUOR LISCENSE	<input type="checkbox"/>
		ORDINANCE	<input type="checkbox"/>
		PUBLIC HEARING	<input type="checkbox"/>
		RESOLUTION	<input type="checkbox"/>
		CURRENT BUSINESS	<input checked="" type="checkbox"/>
		OTHER (SEE CLERK)	<input type="checkbox"/>

SUBJECT:
Radios

SYNOPSIS:
 Capital Expenditure per Communications department *41 portable radios, 49 battery packs, 41 chargers*

FISCAL IMPACT:
 Capital Item 7140 ~~\$200,000.00~~ **\$199,947.42**

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

Empty box for explanation of budgeted item or grant/matching funds.

PROJECT NAME, CALENDAR AND CODING:

Requestor	Project Name:	<u>Ongoing Radio Upgrade</u>	
	Expected Start Date:	_____	Expected End Date: _____
	CIP Project Name:	Radios	
	MAPA # and Name:	_____	
Finance	Street District # and Name:	_____	
	Distribution Code:	<u>10-20</u>	
	GL Account #:	<u>7140</u>	GL Account Name: <u>Communications</u>

RECOMMENDATION:
 Approve the purchase of the Radios in the ongoing upgrade process.

BACKGROUND:
 It is the understanding of the Police Department that the Communications Department is handling the purchase of these radios from Motorola. The Police Department has agreed to this purchase and the funds are budgeted.

ATTACHMENTS:

1	Quote from Motorola	4	_____
2	_____	5	_____
3	_____	6	_____

SIGNATURES:
 ADMINISTRATOR APPROVAL: *[Signature]*
 FINANCE APPROVAL: _____
 LEGAL APPROVAL: *[Signature]*



Quote Number: QU0000419112
Effective: 19 OCT 2017
Effective To: 17 JAN 2018

Bill-To:
BELLEVUE POLICE DEPT, CITY OF
210 W MISSION
BELLEVUE, NE 68005
United States

Ultimate Destination:
BELLEVUE POLICE DEPT, CITY OF
210 W MISSION
BELLEVUE, NE 68005
United States

Attention:
Name: Steven Wisnieski
Email: steven.wisnieski@bellevue.net
Phone: 402-593-1502

Sales Contact:
Name: Bob Stephany
Email: bobs@firstwirelessinc.com
Phone: +4028956100

Contract Number: 14534-OC
Freight terms: FOB Destination
Payment terms: CREDIT CARD PAY METHOD

Item	Quantity	Nomenclature	Description	Your price	Extended Price
1	41	H98UCF9PW6BN	APX6000 700/800 MODEL 2.5 PORTABLE	\$4,605.00	\$188,805.00
1a	41	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION		
1b	41	H885BK	ADD: 3 YEAR SERVICE FROM THE START LITE		
1c	41	QA01648AA	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY		
1d	41	H869BZ	ENH: MULTIKEY		
1e	41	Q15AK	ADD: AES/DES-XL/DES-OFB ENCRYPTION		
1f	41	QA02006AA	ENH: APX6000XE RUGGED RADIO		
1g	41	G996AU	ADD: PROGRAMMING OVER P25 (OTAP)		
1h	41	QA00580AC	ADD: TDMA OPERATION		
1i	41	H38BT	ADD: SMARTZONE OPERATION		
1j	41	Q361AR	ADD: P25 9600 BAUD TRUNKING		
2	41	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	\$90.00	\$3,690.00
3	41	PMMN4062A	IMPRES RSM, NOISE CANC. EMERGENCY BUTTON 3.5MM JACK IP54	\$70.62	\$2,895.42
4	49	NNTN8930A	BATTERY PACK,LITHIUM ION,BATT IMPRES 2 LIION TIA4950 R IP68 2650T	\$93.00	\$4,557.00

Total Quote in USD

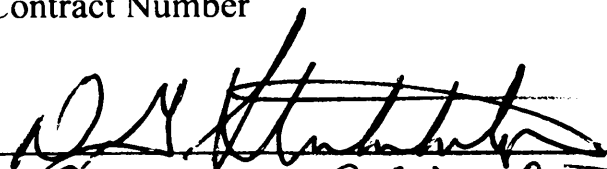
\$199,947.42

* This quote contains items with approved price exceptions applied against it

New radios for PD.

PO Issued to Motorola Solutions Inc. must:

- >Be a valid Purchase Order (PO)/Contract/Notice to Proceed on Company Letterhead. Note: Purchase Requisitions cannot be accepted
- >Have a PO Number/Contract Number & Date
- >Identify "Motorola Solutions Inc." as the Vendor
- >Have Payment Terms or Contract Number


Acting Chief Dave Stukenholtz

- >Be issued in the Legal Entity's Name
- >Include a Bill-To Address with a Contact Name and Phone Number
- >Include a Ship-To Address with a Contact Name and Phone Number
- >Include an Ultimate Address (only if different than the Ship-To)
- >Be Greater than or Equal to the Value of the Order
- >Be in a Non-Editable Format
- >Identify Tax Exemption Status (where applicable)
- >Include a Signature (as Required)

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

12f
11-13-17

COUNCIL MEETING DATE:	11/13/2017	AGENDA ITEM TYPE:	
SUBMITTED BY: Acting Chief Stukenholtz <i>DAD</i>		SPECIAL PRESENTATION	<input type="checkbox"/>
		LIQUOR LISCENSE	<input type="checkbox"/>
		ORDINANCE	<input type="checkbox"/>
		PUBLIC HEARING	<input type="checkbox"/>
		RESOLUTION	<input type="checkbox"/>
		CURRENT BUSINESS	<input checked="" type="checkbox"/>
		OTHER (SEE CLERK)	<input type="checkbox"/>

SUBJECT:

Approve mini-grant from NE Commission on Law Enforcement

SYNOPSIS:

The Nebraska Commission on Law Enforcement and Criminal Justice has approved the Bellevue Police Department to receive a mini-grant of up to \$31,986.43 to purchase and install 5 computer tablets and equipment for vehicles in order to implement an electronic citations {eCitations} program.

FISCAL IMPACT:

The Nebraska Commission on Law Enforcement and Criminal Justice will reimburse the City of Bellevue for the purchase and installation of hardware equipment for patrol vehicles.

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

Funds will be allocated from GL6410, traffic equipment which will be reimbursed 100% by the grant.

PROJECT NAME, CALENDAR AND CODING:

Requestor	Project Name:	CFDA # 20.611 and Mini-Grant # 1906-18-01-01.		
	Expected Start Date:	12/01/2017	Expected End Date:	12/01/2018
	CIP Project Name:	eCitations grant		
	MAPA # and Name:			
	Street District # and Name:			
Finance	Distribution Code:	[Fund-Dept-Project-Subproject-Funding Source-Cost Center]		
	GL Account #:	GL Account Name:		

RECOMMENDATION:

Approve the mini-grant award from the Nebraska Commission on Law Enforcement and Criminal Justice up to \$31,986.43 and approve the Mayor to sign the contract.

BACKGROUND:

This is a new project and see attached documents.

ATTACHMENTS:

- | | | | |
|---|--|---|-----------------------------------|
| 1 | Assistance Application | 4 | TraCs/Mach Equipment Cost Listing |
| 2 | Approval letter from Exec. Dir. Fisher | 5 | |
| 3 | Contract | 6 | |

SIGNATURES:

ADMINISTRATOR APPROVAL:

[Handwritten Signature]

FINANCE APPROVAL:

[Handwritten Signature]

LEGAL APPROVAL:

Electronic Citation Data Transfer to NCJIS Assistance Application



Contact Information

Agency Name BELLEVUE POLICE DEPARTMENT
Contact Name OFFICER KISHAN MANNING
Contact Title OFFICER
Street Address 1510 WALL ST
City ST ZIP Code BELLEVUE, NE 68005
Work Phone 402-293-3100
Cell Phone 847-204-2389
E-Mail Address kishan.manning@bellevue.net

Agency IT Contact Person

Name OFFICER KISHAN MANNING
Street Address 1510 WALL ST
City ST ZIP Code BELLEVUE, NE 68005
Work Phone 402-293-3100
Cell Phone 847-204-2389
E-Mail Address kishan.manning@bellevue.net

Agency Contract Signee

Name TOM DARGY
Title CAPTAIN
Street Address 1510 WALL ST
City ST ZIP Code BELLEVUE, NE 68005
Work Phone 402-293-3100
Cell Phone --
E-Mail Address tom.dargy@bellevue.net

Technical Info

Do you have in-car computers? YES
Type of computer: PANASONIC FZ-G1 TOUGH PAD
Are you currently using E-Citations? NO
Does your agency have Computer Aided Dispatch? YES
What type of GPS device is in your computers? GLOBALSAT BU-353-S4
Do your vehicles have printers/barcode scanners? NO
Type and any other equipment:

Do you currently send citation data electronically to NCJIS? NO

Agency Info

Are there IT staff for your agency? YES

Who dispatches for you? SARPY COUNTY

Number of staff that will use software/hardware? 50

Number of patrol vehicles? 54

Number of patrol vehicles already fully equipped? ONE CAR

Number of patrol vehicles already partially equipped? 3 CARS

Equipment

How many of each piece of equipment is needed? (Equipment Quote MUST be attached)

<input checked="" type="checkbox"/>	MDT (Toughbook, Notebook, Notepad, etc)	<input type="checkbox"/>	Signature Pad
<input checked="" type="checkbox"/>	Printer	<input checked="" type="checkbox"/>	Scanner
<input checked="" type="checkbox"/>	Printer Mount	<input checked="" type="checkbox"/>	Cables <small>Cradlepoint mobile hotspot, GPS and hotspot antenna</small>
<input checked="" type="checkbox"/>	Vendor Expenses	<input checked="" type="checkbox"/>	Other _____

Vendor

Who is your current vendor (or if in process of switching, who are you going to)?

<input type="checkbox"/>	Justice Data Solutions	<i>Version of software (if applicable)</i> _____
<input type="checkbox"/>	Sleuth	
<input type="checkbox"/>	SunGard	
<input checked="" type="checkbox"/>	TraCS	
<input type="checkbox"/>	Other _____	

Agreement and Signature

By submitting this application, I affirm that the facts set forth in it are true and complete. I understand that it is the Nebraska Crime Commissions expectation that the agency awarded will be E-Citation Data Transfer compliant within **ONE YEAR** of signed date of contract and remain actively submitting all data elements for a minimum of **five years** or funding will be re-claimed. In addition, if our agency is accepted as a grantee, any false statements, omissions, or other misrepresentations made by the agency on this application may result in failure to receive funding, or revocation/reclamation of funding.

Name (printed)

KISHAN MANNING

Signature

Kishan Manning

Digitally signed by Kishan Manning
Date: 2017.09.18 17:29:26 -05'00'

Date

9/18/2017

Our Policy

It is the policy of the Nebraska Crime Commission to provide equal opportunities without regard to race, color, religion, national origin, gender, sexual preference, age, or disability.

Thank you for completing this application form and for your interest in moving toward electronic data transfers of electronic citations.

NEBRASKA

Good Life. Great Service.

**COMMISSION ON LAW ENFORCEMENT
AND CRIMINAL JUSTICE**

November 2, 2017

Bellevue Police Department
Chief Mark Elbert
2207 Washington St Bellevue, NE 68005

RE: Mini-Grant # 1906-18-01-01

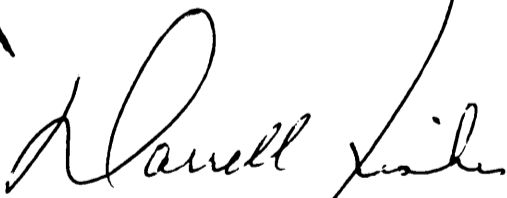
Dear Chief Elbert,

Congratulations! Your agency has been awarded funds from the mini-grant for eCitations in the amount of \$31,986.43 (thirty-one thousand nine hundred eighty-six dollars and forty-three cents). You **MUST** return the enclosed contract by **November 17, 2017**. If contract is not received by that date the funding awarded is null and void.

Reimbursement for the expenses will be paid when the invoiced equipment paper work has been submitted. When sending in your paperwork please reference CFDA # 20.611 and Mini-Grant # 1906-18-01-01. To be reimbursed you must submit a complete invoice from your agency with the original invoice for back up to what you are submitting for. You also must submit a completed equipment log and W9 form (both included).

As a reminder, the terms are extended to being up and running and submitting electronically to the Nebraska Crime Commission (NCC) within **ONE YEAR** of contract signature. And submitting electronically to NCC must be maintained for a minimum of **FIVE YEARS**. If these conditions are not kept/met during the defined time frames, any awards must be returned. If you have any questions, please contact Mike Fargen at 402-471-3992 or mike.fargen@nebraska.gov or Valerie Morris at 402-471-3419 or valerie.morris@nebraska.gov.

Best Regards,



Darrell Fisher
Executive Director
Nebraska Crime Commission on Law
Enforcement and Criminal Justice



Mike Fargen
Chief, Information Services
Nebraska Crime Commission on Law
Enforcement and Criminal Justice

Enclosures

Darrell Fisher, Executive Director

Nebraska Commission on Law Enforcement and Criminal Justice

P.O. Box 94946
301 Centennial Mall South
Lincoln, Nebraska 68509

OFFICE 402-471-2194 FAX 402-471-2837
NCC.Webmaster@Nebraska.gov

ncc.nebraska.gov



NEBRASKA

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**COMMISSION ON LAW ENFORCEMENT
AND CRIMINAL JUSTICE**

CONTRACT

AGREEMENT made this ___ day of _____ month, 2017 by and between the Nebraska Commission on Law Enforcement and Criminal Justice (hereinafter referred to as the Commission) and the Bellevue Police Department (hereinafter referred to as the Agency).

The Commission enters into this agreement to meet the goals of the Criminal Justice Information Systems (CJIS) Advisory Committee. The Commission has undertaken efforts, along with the Nebraska Office of Highway Safety (NOHS) to improve traffic records, including citations. The Agency has initiated an effort to implement electronic citations (eCitations). This contract will allow completion of the Agency's efforts and incorporation of the Agency's efforts analogous to the statewide eCitation goals of data sharing.

IN CONSIDERATION of the following mutual agreements and obligations by and between the parties it is hereby agreed that:

1. The Commission will provide funds in the amount up to \$31,986.43 (thirty-one thousand nine hundred eighty-six dollars and forty-three cents) to the Agency to purchase and install hardware equipment for vehicles (see attached quote).
2. Payments will be made based upon work completed and amounts requested through invoices submitted to the Commission via the application solicited via NCJIS. Amounts will be verified by the Commission's ISD Chief, Mike Fargen.
3. The Agency will arrange and be responsible for the work, training, materials, software, and hardware in regards to their upgrading/equipping their vehicles and/or workstations and implementing electronic citations in their Mobile Data Terminals (MDTs).
4. The Agency will fully implement the eCitation process within 1 year of the date of the signed contract. This process includes electronically submitting summons citations to the County Attorney/City Attorney using the XML specification outlined by the Crime Commission.
5. The Agency will be continue to electronically submit summons citations to the County Attorney/City Attorney using an approved XML specification format outlined by the Crime Commission for a minimum of 5 years after implementation of the eCitation process.
6. The Agency will collect and electronically submit summary traffic stop data via the NCJIS tool made available by the Crime Commission.
7. The Agency will collect and electronically submit allegations of racial profiling via the NCJIS tool made available by the Crime Commission.



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**COMMISSION ON LAW ENFORCEMENT
AND CRIMINAL JUSTICE**

8. The Agency will oversee and be responsible for modifications to the Agency's vehicles for installation of hardware or MDTs.
9. The Agency will issue citations from the equipped vehicles in accordance with the Nebraska specification for electronic citations.
10. Any hardware devices or equipment purchased relative to this agreement will be the property of the Agency. It is agreed the equipment will be used for the purposes defined in this contract. When the equipment is no longer of value to the define purpose, disposition of all equipment will be in accordance with state and federal policies.
11. The Agency will be responsible for the maintaining of any equipment, hardware or software, purchased with these funds.
12. The Agency will complete and return the equipment inventory, or other related forms.
13. The Agency will advise the Commission about any media exposure relating to the hardware, equipment, or electronic citations. Any media coverage initiated by the Agency needs to reference the Commission, Nebraska Department of Transportation (NDOT) Office of Highway Safety.
14. By doing business with the State of Nebraska, the agency agrees to promote a Drug Free workplace.
15. The Agency is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.
16. The Agency understands and agrees that, as a contractor with the State of Nebraska, the lawful presence of the contractor and its employees in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.
17. A report on activities and final accounting will be required.
18. Any changes to the scope of the modifications, time frame or amount of payment must be submitted in writing and agreed upon by the Agency and the Commission. Mike Fargen may approve changes to time frame or amount of payment.
19. The primary Commission contact will be Mike Fargen.
20. The primary Agency contact will be _____.



Signature

Darrell Fisher

Name

Executive Director

Title

Nebraska Commission on Law
Enforcement and Criminal Justice

Agency

Date

Signature

Rita Sanders

Name

Mayor

Title

City of Bellevue

Agency

Date

TraCs/MACH EQUIPMENT COST LISTING

L-TRON 4910LR Scanner	\$329.00
Havis Tablet Mouning Hardware C-DMM-12	\$282.42
Havis Printer Mount	\$241.00
Havis DS-PAN 702 Tablet Docking Station	\$474.00
Panasonic FZ-G1 Toughpad	\$2,657.33
Brother PocketJet PJ722 Printer	\$257.00
Brother Mobile USB Cable	\$7.45
PocketJet Power Cable	\$17.00
Global Sat GPS Unit	\$30.00
M & M So Cool KeyBoard w/tchpd & redlite	\$324.68
Cradlepoint IBR 1100	\$809.99
Cradlepoint Antenna	\$212.80
USB HUB	\$50.00
Thermal Printer Paper	\$162.00
LEMS Solution Headrest Printer Mount	\$161.00
	\$6,015.67 TOTAL

CITY OF BELLEVUE, NEBRASKA
 AGENDA ITEM COVER SHEET

129
 11-13-17

COUNCIL MEETING DATE:	11/13/2017	AGENDA ITEM TYPE:	
SUBMITTED BY: Finance Director		SPECIAL PRESENTATION	
		LIQUOR LISCENSE	
		ORDINANCE	
		PUBLIC HEARING	
		RESOLUTION	
		CURRENT BUSINESS	<input checked="" type="checkbox"/>
	OTHER (SEE CLERK)		

SUBJECT:

Purchase of Furniture for 1500 Wall Street (New City Hall)

SYNOPSIS:

The City has renovated 1500 Wall Street to serve as City Hall. New furniture is needed. The city solicited bids from two vendors. The furniture recommended for authorization to purchase has the quality and appearance appropriate for Bellevue City Hall.

FISCAL IMPACT:

Up to \$110,000

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

Empty box for explanation of budgeted item or grant/matching funds.

PROJECT NAME, CALENDAR AND CODING:

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

RECOMMENDATION:

Approve the purchase of furniture from All Makes not to exceed \$110,000 and waive Council Policy 4 purchasing requirements.

BACKGROUND:

During 2016 and 2017, the city renovated 1500 Wall Street in order to relocate City Hall offices. The move frees up the City's Olde Towne property to be sold and redeveloped. Most of the furniture-desks, chairs and file cabinets in the current offices are severely worn, damaged and mismatched. City Hall employees were involved in the furniture decision.

ATTACHMENTS:

1	Price Comparison	4	
2		5	
3		6	

SIGNATURES:

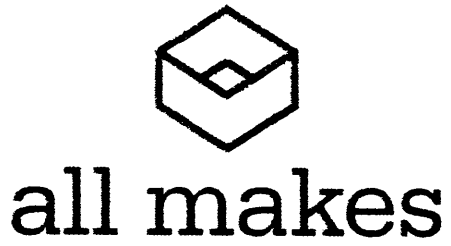
ADMINISTRATOR APPROVAL:

[Signature]

FINANCE APPROVAL:

[Signature]

LEGAL APPROVAL:



All Makes
 2558 Farnam Street
 Omaha, NE 68131-3628
 Phone: 402.341.2413
 Fax: 402.977.3013
 Email/Web: www.allmakes.com

Quotation

Project: M44374
Proj Desc: NEW LOCATION FURNISHINGS
Quote: M44374.001
Status: New

Sold To: 4082-00
 City Of Bellevue
 210 W Mission Ave
 Bellevue, NE 68005-5299

Bill To: 4082-00
 City Of Bellevue
 Attention: Accounts Payable
 210 W Mission Ave
 Bellevue, NE 68005-5299

Ship To: 4082-00
 City Of Bellevue
 C/O RICH SEVERSON
 1500 WALL STREET
 402-293-3088
 Bellevue, NE 68005-5299

Date Entered	Customer PO	Salesperson	FOB	Terms
11/07/2017	PO PENDING	Julie Duke	D	Net 15 Days

Line	Loc	MFG	Description	Qty	Unit Price	Extended
			U-UNIT OPT 3			38,104.95
			L-UNIT OPTION 3			2,049.86
			PRIVATE OFFICES			1,290.92
			HR WAITING			869.74
			HR WORKSTATIONS			6,843.69
			RECEPTION ABD			8,843.16
			BREAKROOMFIRSTFLR			3,530.51
			BREAKROOMSECONDFLR			3,530.51
			EXEC OPTION ONE			701.72
			EXEC OPT TWO			1,189.04
			TASK SEATING			1,910.79
			GUEST ARMLESS			3,173.94
			GUEST W/ ARMS			3,416.91
			COUNCILTABLESX2			976.26
			COUNCILMEMBERS			3,269.86
			COUNCIL LOBBY			710.70
			COUNCILCONFERENCE			3,139.26
			FINANCEFILECENTER			1,828.40
			MAYORFILEROOM			410.40
			FINANCECOPYAREA			20.00
			EXECCONFROOM			



All Makes
 2558 Farnam Street
 Omaha, NE 68131-3628
 Phone: 402.341.2413
 Fax: 402.977.3013
 Email/Web: www.allmakes.com

Quotation

Project: M44374
Proj Desc: NEW LOCATION FURNISHINGS

Quote: M44374.001
Status: New

Sold To: 4082-00
 City Of Bellevue
 210 W Mission Ave
 Bellevue, NE 68005-5299

Bill To: 4082-00
 City Of Bellevue
 Attention: Accounts Payable
 210 W Mission Ave
 Bellevue, NE 68005-5299

Ship To: 4082-00
 City Of Bellevue
 C/O RICH SEVERSON
 1500 WALL STREET
 402-293-3088
 Bellevue, NE 68005-5299

Date Entered	Customer PO	Salesperson	FOB	Terms
11/07/2017	PO PENDING	Julie Duke	D	Net 15 Days

Line	Loc	MFG	Description	Qty	Unit Price	Extended
						2,972.60
			COUNCIL CHAIRS OPT 2			6,482.00
			ALL OTHER			4,530.00
			Subtotal			99,795.22
			TOTAL AMOUNT -		USD	99,795.22
			Deposit Required:			49,897.61

This Quote will expire on: December 07, 2017

TERMS AND CONDITIONS

ACCEPTANCE AND INCORPORATION BY REFERENCE. This quotation becomes a contract when accepted by All Makes and is subject to All Makes full terms and conditions available at any All Makes' location and by request.
 DEPOSITS. A 50% deposit is required for special orders from buyers with a commercial credit account in good standing; a 75% deposit is required for projects over \$100,000. A 100% deposit is required for orders from buyers without an account and is due upon acceptance. Remaining balances are due per the terms above.
 CANCELLATION AND CHANGES. Merchandise may not be returned without All Makes' authorization. Returned merchandise may be subject to a restocking fee. Changes made after order acceptance may incur additional charges to be paid by the buyer.
 WARRANTY. All new products are guaranteed to be free from defects in material or workmanship for a period of at least twelve (12) months from the date of delivery unless specified by mfg. warranty. Defective products will be repaired or replaced with proof of purchase. All used products are sold AS IS with NO WARRANTY and may not be returned.

Subtotal	99,795.22
Total	99,795.22

 PRINT NAME

 TITLE

 SIGNATURE

 DATE

CITY OF BELLEVUE, NEBRASKA
 AGENDA ITEM COVER SHEET

12h
 11-13-17

COUNCIL MEETING DATE:	10/13/2017	AGENDA ITEM TYPE:
		SPECIAL PRESENTATION <input type="checkbox"/>
SUBMITTED BY:		LIQUOR LICENSE <input type="checkbox"/>
Jeff Roberts, Public Works Director		ORDINANCE <input type="checkbox"/>
		PUBLIC HEARING <input type="checkbox"/>
		RESOLUTION <input type="checkbox"/>
		CURRENT BUSINESS <input checked="" type="checkbox"/>
		OTHER (SEE CLERK) <input type="checkbox"/>

SUBJECT:

MOU with Sarpy County to Cost Share Feasibility Study for 36th Street from N-370 to Cornhusker Road.
 Feasibility Study for 36th Street from N-370 to Cornhusker Road - Felsburg Holt and Ullevig.

SYNOPSIS:

Inter-local

Approve the MOU with Sarpy County and accept the proposal from Felsburg Holt & Ullevig to complete a feasibility study on the section of 36th Street from N-370 to Cornhusker Road. This is a 50/50 cost share with Sarpy County.

FISCAL IMPACT:

\$118,000 50/50 cost share with Sarpy County - City Share \$59,000

BUDGETED ITEM: YES NO

PROJECT # & TRACKING INFORMATION:

15-7010 *TRACK CROSS AND COST SHARE.*

RECOMMENDATION:

Inter-local

Approve the MOU with Sarpy County and approve the proposal from Felsburg Holt & Ullevig not to exceed \$118,000, to complete a feasibility study on the section of 36th Street from N-370 to Cornhusker Road and authorize the Mayor to sign the MOU and Agreement for Professional Services.

BACKGROUND:

A feasibility study will be conducted to determine the impacts and costs associated with widening 36th Street to a four-lane roadway between N-370 and Cornhusker Road. The segment of 36th Street from N-370 to Twin Creek Drive/Samson Way is already a four-lane divided roadway with additional turn lanes. The feasibility study will include a review of traffic operations on this segment to determine if additional improvements are required to accommodate future traffic conditions.

ATTACHMENTS:

- | | |
|---------------------------------------|---|
| 1 Proposal | 4 |
| 2 Agreement for Professional Services | 5 |
| 3 MOU | 6 |

SIGNATURES:

ADMINISTRATOR APPROVAL:

[Signature]

FINANCE APPROVAL:

[Signature]

LEGAL APPROVAL:

[Signature]

**INTERLOCAL COOPERATION AGREEMENT FOR FEASIBILITY STUDY FOR IMPROVEMENTS TO
36TH STREET – HIGHWAY 370 TO CORNHUSKER ROAD**

This Agreement is made and entered into on _____, 2017, by and between the County of Sarpy, Nebraska (“Sarpy”) and the City of Bellevue, Nebraska (“Bellevue”). Collectively, Sarpy and Bellevue are hereinafter sometimes referred to as the “Parties”.

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

WHEREAS, the population growth in the area of 36th Street between Highway 370 and Cornhusker Road has created a need to conduct a feasibility study to determine whether the area of roadway should be expanded to a four-lane facility; and,

WHEREAS, it is in the best interests of and would be mutually advantageous to both Sarpy and Bellevue to conduct such feasibility study at this time; and,

WHEREAS, the Parties wish to enter into an agreement which outlines the respective responsibilities of each Party regarding the feasibility study of 36th Street from Highway 370 to Cornhusker Road; and,

WHEREAS, pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. §13-801, *et seq.*, the Parties wish to permit their local government units to make the most efficient use of their powers by enabling them to cooperate with each other on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities.

NOW, THEREFORE, in consideration of the covenants herein set forth, it is agreed by and between the Parties, as follows:

- I. Incorporation of Recitals. The recitals set forth above are, by this reference, incorporated into and deemed part of this Agreement.
- II. Definitions.
 - a. Actual Total Cost. Actual Total Cost shall be the complete final cost of the feasibility study and shall include analysis, conceptual design, review, project management, and direct project expenses. Actual Total Cost shall not include any costs for attorney’s fees, accounting, financing, or acquisition of financing incurred by any Party.
 - b. Consultant. The Professional Services Consultant retained by Bellevue to provide services as provided in Scope of Services documents attached hereto as Exhibit “A”.

- c. Study. The feasibility study to be conducted on 36th Street from approximately Highway 370 to Cornhusker Road. Study shall generally consist of traffic analysis, drainage analysis, structures analysis, conceptual roadway design, environmental review, project management and QA/QC, as further described within documents attached hereto and incorporated by reference as Exhibit "A".
- III. Purpose. The purpose of this Agreement is to share the cost for the feasibility study of 36th Street from Highway 370 to Cornhusker Road ("Study"), located in the jurisdiction of both Parties. Said feasibility study shall be conducted to determine whether improvements to said roadway are needed at this time.
- IV. Designation of Lead Agency. Bellevue shall be the Lead Agency for purposes of completion of the Study.
- V. Project Management. A Consultant has been selected for Scope of Services shown in Exhibit "A", and Bellevue has entered into the appropriate contract with said Consultant. The Contract as entered into shall and does conform to the terms of the Exhibit "A" as attached.
- VI. Study. Subject to the conditions and provisions hereinafter specified, as Lead Agency, Bellevue agrees to cause the Study to be constructed in accordance with the Scope of Services described in Exhibit "A".
- VII. Allocation and Payment of Study Costs.
 - a. Payment for the Actual Total Costs of the Study shall be made by each of the Parties hereto in accordance with the terms of this Agreement. Actual Total Costs of the Study shall be split equally between the Parties, with Sarpy to pay 50% and Bellevue to pay 50% of the Study costs.
 - b. As Lead Agency, Bellevue shall initially pay the costs for Consultant. Bellevue shall invoice Sarpy for its respective share of these costs upon completion of the Study, which Sarpy shall pay within thirty (30) days after receipt of such invoice.
 - c. The Project will be financed as may be provided for by law for each of the respective Parties. Neither Party shall be responsible for the financing costs or costs associated with the acquisition of financing incurred by the other Party.
- VIII. Timing. It is the mutual desire and intention of the Parties that the Study shall be commenced approximately no later than November 14, 2017, with an estimated completion of the Study by June 13, 2018. Accordingly, the Parties hereby agree to cooperate with each other and make reasonable, good faith efforts to perform their obligations hereunder in a timely manner in accordance with the Project Schedule as it is developed by the Consultant.
- IX. Records. The Consultant, as agent for Bellevue, shall maintain records of all costs incurred by Bellevue in connection with the Study, and Sarpy shall have the right to audit and review such records at any time to assure that such records are accurate.
- X. Entire Agreement. This instrument contains the entire Agreement of the Parties and shall be binding upon the successors and assigns of the respective Parties. No

amendments, deletions, or additions shall be made to this Agreement except in writing signed by all Parties.

- XI. Term and Termination. This Agreement shall expire upon the performance of all the obligations of the Parties as described herein.
- XII. Representations. Each Party hereto represents and warrants to the other that (i) it has all necessary right, power and authority to enter into this Agreement, and (ii) the execution and delivery of this Agreement and the performance and observance of all obligations and conditions to be performed or observed by such Party have been duly authorized by all necessary action on behalf of such Party.
- XIII. No Separate Entity. No separate legal or administrative entity will be created hereunder. Existing agents of the respective Parties will complete the terms of this Agreement. It shall be administered jointly by the Parties, through a representative to be designated by each Party. There shall be no jointly held property as a result of this Agreement. Each Party shall separately finance and budget its own obligation under this Agreement. This Agreement does not authorize the levying, collecting, or accounting of any tax.
- XIV. No Relief from Legal Obligations. Pursuant to Neb. Rev. Stat. §13-804(5), the Parties hereto acknowledge, stipulate, and agree that this Agreement shall not relieve any public agency of any obligation or responsibility imposed upon it by law.
- XV. Insurance. Each Party warrants that it currently holds and shall maintain during the pendency of the Project, adequate insurance coverage including, but not limited to, general liability and worker's compensation insurance.
- XVI. Mutual Indemnification. Each Party agrees it is responsible for its own Officers, Agents, and Employees in performing this agreement, and hereby agree to indemnify and hold harmless, to the full extent allowed by law, the other Party, its Officers, Agents, and Employees, from and against all losses, claims, damages, and expenses, that may result from any intentional or negligent acts or omissions of the Parties, their Officers, Agents, or Employees in performing this agreement.
- XVII. Conflict of Interest. Pursuant to Neb. Rev. Stat. §23-3113, the Parties hereto declare and affirm that no officer, member or employee, and no member of their governing bodies, and no other public official of parties who exercises any functions or responsibilities in the review or approval of the undertaking described in this Agreement or the performing of either Parties' obligations pursuant to this Agreement, nor any partnership, or association in which he or she is directly or indirectly interested, shall have any personal or financial interest in the Agreement; nor shall any employee, nor any member of their governing bodies, have any interest, direct or indirect, in this Agreement or the proceeds thereof. Further, the Parties warrant to each other that they have not employed nor retained any company or person, other than a bona fide employee working solely for the Parties to this Agreement to solicit or secure this contract, and that they have not paid or agreed to pay any company or person other than a bona fide employee working

solely for the Parties, any fee, commissions, percentage, brokerage fees, gifts or other consideration, contingent upon or resulting from the award or making of this contract.

- XVIII. Choice of Law. This Agreement shall be governed in all respects by the laws of the State of Nebraska.
- XIX. Severability. It is understood and agreed by the Parties hereto that if any part, term, condition or provision of this Agreement is held to be illegal or in conflict with any law of this State or of the United States, the validity of the remaining parties, terms, conditions, or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the contract did not contain the particular part, term, condition, or provisions held to be invalid.
- XX. Drug-Free Workplace. The Parties hereto certify that they maintain a drug-free workplace environment to ensure worker safety and workplace integrity.
- XXI. New Employee Work Eligibility Status. The Parties agree to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The Parties are required and hereby agree to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designed by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.
- XXII. Non-Discrimination. The Parties hereto agree that they and their sub-contractors will not discriminate against any employee or applicant for employment to be employed in the performance of this contract with respect to his or her hire and conditions of employment because of his or her race, color, religion, sex, disability, or national origin.
- XXIII. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one Agreement. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto.

[Signature Pages to Follow.]

IN WITNESS WHEREOF, this Agreement has been executed by a duly authorized official of Sarpy and Bellevue, each of whom hereby represents and warrants that he has the full power and authority to execute this Agreement in such capacity, all as of the day and year first written above.

Executed by Sarpy County this _____ day of _____, 2017.

Attest: SARPY COUNTY, NEBRASKA,
A Political Subdivision.

Sarpy County Clerk

Chairperson, Board of Commissioners

Approved as to form:

Deputy Sarpy County Attorney

Executed by the City of Bellevue this _____ day of _____, 2017.

Attest:

CITY OF BELLEVUE,
Nebraska.

Bellevue City Clerk

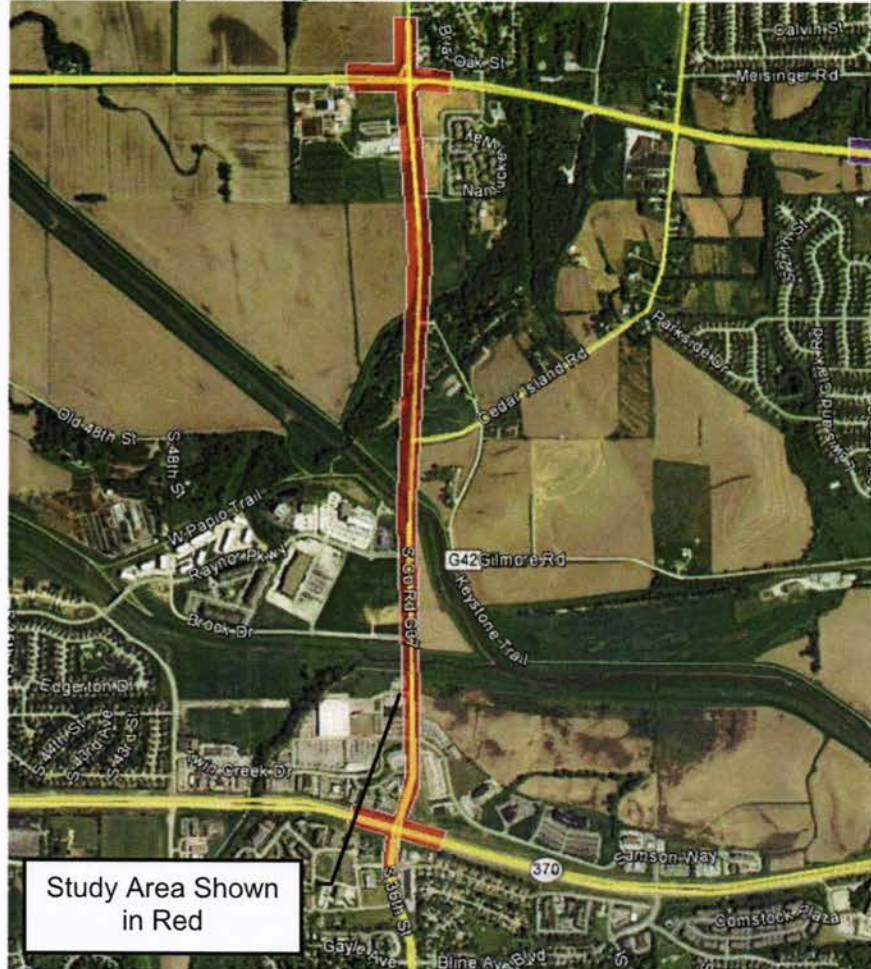
Mayor

Approved as to form:

City Attorney/Assistant

36TH STREET FEASIBILITY STUDY: N-370 TO CORNHUSKER ROAD**Project Description**

A Feasibility Study will be conducted to determine the impacts and costs associated with widening 36th Street to a four-lane roadway between N-370 and Cornhusker Road. The segment of 36th Street from N-370 to Twin Creek Drive/Samson Way is already a four-lane divided roadway with additional turn lanes. This feasibility study will include a review of traffic operations on this segment to determine if additional improvements are required to accommodate future traffic conditions. The project study area is shown below in **Figure 1**.

Figure 1. Project Study Area**Scope of Services****Task 1 - Traffic Analysis****Task 1.1 Data Compilation**

Peak-hour traffic counts at the study intersections will be conducted by FHU. This information will be used as the base condition for our analysis. FHU will compile the count information for analysis. The count locations are as follows:

Signalized Intersections

- 36th Street & N-370

36TH STREET FEASIBILITY STUDY: N-370 TO CORNHUSKER ROAD

- 36th Street & Sampson Way
- 36th Street & Raynor Park
- 36th Street & Cornhusker Road

Assumptions

- Should additional counts be required, FHU can provide these services at our standard hourly rates.
- Traffic data from recent traffic studies in the project area will be utilized as well to gather existing and future traffic information. The City will provide any recent traffic studies within the study area.

Task 1.2 Existing Traffic Analysis

FHU will assess the current level of congestion in the AM and PM peak hours, measured by level of service (LOS), which is experienced on 36th Street within the study area boundaries. In order to address the traffic operations along the 36th Street corridor, the study will include an evaluation of the following locations:

Signalized Intersections

- 36th Street & N-370
- 36th Street & Sampson Way
- 36th Street & Raynor Park
- 36th Street & Cornhusker Road

Assumptions

- Signal timing data for all signalized study area intersections will be provided to FHU by the City of Bellevue and NDOT.
- FHU will use Synchro 10.0 and SIDRA 6.1 for analysis. HCM 6th Edition methodologies will be utilized.

Task 1.3 Traffic Forecasting

This corridor study will need to take into account the future land uses along 36th Street. FHU will obtain Year 2040 traffic projections from the Metropolitan Area Planning Agency (MAPA).

Procedures documented in the Transportation Research Board's publication NCHRP 765 will be used to develop forecasted traffic volumes for AM and PM peak hours at study intersections. The future volumes will be agreed upon by the City of Bellevue prior to any additional analysis being conducted.

Assumptions

- 2040 future traffic forecasts (ADT) will be provided to FHU by MAPA.

Task 1.4 Future Traffic Analysis

Analysis for the corridor will be performed for a future year (2040). Traffic volumes will be analyzed at all study intersections to determine future traffic control and to determine long term improvements for the corridor. Several traffic control and intersection configuration alternatives will be evaluated to define the best long-term solution to accommodate the future growth and travel within the corridor study area. This may include an evaluation of the feasibility of traffic signalization versus roundabouts.

Auxiliary turn lane warrants will be evaluated at study area intersections under future traffic conditions.

36TH STREET FEASIBILITY STUDY: N-370 TO CORNHUSKER ROAD

A cross-section recommendation will be made by comparing future ADT volumes to ADT thresholds for specific roadway types which shall be established by FHU in conjunction with the City of Bellevue.

A policy on intersection spacing and access management for the corridor will be developed. This will identify traffic control and access locations associated with future development along the 36th Street corridor. Additionally, existing driveway locations will be analyzed to determine the feasibility to consolidate or eliminate driveways onto 36th Street.

The following intersections will be analyzed to assess the level of congestion in the 2040 AM and PM peak hours, measured by level of service (LOS)

Signalized Intersections

- 36th Street & N-370
- 36th Street & Sampson Way
- 36th Street & Raynor Park
- 36th Street & Cornhusker Road

Assumptions

- FHU will use Synchro 10.0 and SIDRA 6.1 for analysis. HCM 6th Edition methodologies will be utilized.
- An access management plan will be developed for the corridor.

Task 1.5 Corridor Study Report

A draft report will be prepared summarizing the results of this corridor study and will include graphical illustrations of the study area and analysis. FHU will identify any traffic operational or roadway deficiencies in the study area and will develop recommendations for short-term and long-term improvements. The draft report will be submitted to the City of Bellevue for review and comment. We have assumed a period of two weeks for the review of the draft report. Comments received will be addressed and incorporated into the final report. The final report will be submitted approximately three weeks after receipt of the draft report comments.

Task 2 – Drainage Analysis

Task 2.1 Preliminary Hydrologic and Hydraulic Analysis

The 36th Street corridor passes over Squaw Creek (aka Big Elk Creek per Sarpy GIS), Big Papillion Creek, and West Papillion Creek. A culvert is located on Squaw Creek near the north end of the study area and bridges span Big Papillion Creek and West Papillion Creek near the center and southern end of the study area, respectively. All three streams are in a Zone AE mapped floodplain and have a designated Floodway (FEMA Firm Panel 31153C0090H – dated May 3, 2010).

Modifications to any of the crossings and the placement of fill for any street or bridge widening will impact the designated floodway and need to be evaluated to make sure that they do not cause a rise to the Base Flood Elevation (BFE). Furthermore, it is our understanding that the City of Bellevue would like to evaluate raising the bridges above the BFE so that they are not inundated during the 100-year storm event.

FHU will evaluate each of these crossings and fill placement along 36th Street for potential impacts to the BFE in their respective streams.

36TH STREET FEASIBILITY STUDY: N-370 TO CORNHUSKER ROAD

- a. For all three stream crossings, FEMA Effective hydraulic models will be obtained and checked against existing conditions using available record drawings, current LiDAR data, and field measurements. The Effective model will be updated, as appropriate, using the aforementioned information and will become the Existing Conditions model. The Existing Conditions model will then be modified for conceptual level designs and become the Proposed Conditions model. FHU will evaluate up to two proposed alternatives for each crossing and will evaluate a potential shift to the alignment, if needed. It is assumed that Effective flow rates from the FEMA Flood Insurance Study (FIS) will be suitable for use in this analysis.
- b. A preliminary hydrologic and hydraulic analysis report will be prepared. Any proposed elevation change would require either a no-rise certification, or potentially a CLOMR for the bridges over the Big Papillion Creek and West Papillion Creek. If a CLOMR is required, that effort will be included during preliminary and final design.

Assumptions

- FHU will use HEC-RAS to model hydraulic conditions of the various channels.
- FEMA Effective hydraulic model will be available in HEC-RAS format (does not include updating HEC-2 to HEC-RAS format)
- Any fees to obtain the model, if not available for free from the Papio-Missouri River Natural Resources District (P-MRNRD), would be paid by the City of Bellevue

Task 2.2 Storm Drainage Analysis and Design

FHU will delineate all drainage areas and calculate hydrology for roadway ditches and storm sewer within the project limits. Proposed ditches and storm sewer will be designed at the conceptual level and hydraulic calculations will be performed for these features.

Assumptions

Stormwater detention and post construction stormwater management for water quality will not be needed.

Task 3 –Structures Assessment**Task 3.1 Bridge Concepts**

FHU will develop conceptual bridge TS&L's for the structures over the Papillion Creek and the Big Papillion Creek. In addition, the Big Elk Creek structure will be reviewed to determine if it can be used in place by extending it, or if it needs to be replaced. This task will include reviewing the existing bridges to see if they can be widened or if they need to be reconstructed.

Task 3.2 Structures Data Collection

FHU will gather and review the following data from City of Bellevue or Sarpy County:

- As-Built and original plans
- Maintenance history
- Current condition and ratings

Task 3.3 Structures Concepts Analysis

36TH STREET FEASIBILITY STUDY: N-370 TO CORNHUSKER ROAD

FHU will analyze the viability of multiple bridge concepts. Bicycle and pedestrian considerations will be included in the analysis. Criteria used to evaluate these conceptual options include:

- Bridge superstructure and substructure reuse
- Structural viability
- Applicable city, county and state bridge standards
- Constructability
- Environmental impacts
- Cost comparisons

Task 3.4 Structures Concepts Summary

FHU will provide a structures report evaluating each bridge concept at both locations. This executive summary will include bridge criteria and cost discussions as well as recommended structure types at each location.

Task 4 - Conceptual Roadway Design Plans**Task 4.1 Data Collection**

FHU will gather and review the following data from City of Bellevue:

- As-Built plans
- GIS data for base files including Sarpy County aerial, 2-foot contours, floodplain information, and property lines.

Assumptions

- Survey will not be completed with this project. FHU will use available GIS data listed above to complete this study.

Task 4.2 Alternatives Development-Pavement Widening

FHU will review the existing lane configuration and study widening options. Options will include widening to the left, widening to the right, or widening about the existing centerline. Criteria used to evaluate the widening options include:

- Impacts to adjacent properties
- Constructability under traffic vs. detour
- Environmental impacts
- General cost comparison of each option

Once the preferred alternative is identified, this task includes the effort to layout the design for the length of the project. The following design details will be shown:

- Curb and gutter lines
- Turn lane configurations
- Sidewalks & curb ramp locations
- Driveway locations
- Bridge layout
- Guardrail layout
- Conceptual drainage layout

Task 4.3 Template Roadway X-Sections

FHU will develop the templates necessary to process cross sections on 36th Street. This would be completed for the selected preferred alternative.

36TH STREET FEASIBILITY STUDY: N-370 TO CORNHUSKER ROAD**Task 4.4 Conceptual Design Plan Set**

FHU will develop a plan set detailing the proposed improvements on 36th Street. This set will include the following:

- Title Sheet
- Typical Sections
- Horizontal Alignment Sheets
- Construction & Removal Sheets
- Plan & Profile Sheets
- Details/General Notes Sheets
- Bridge TS&L Sheets
- Pavement Marking & Signing Sheets
- Traffic Signal Improvement Sheets
- Cross Sections

Assumptions

- The Sarpy County aerial photo will be utilized as the background for all base drawings.

Task 4.5 Earthwork

FHU will process the earthwork from the cross sections for the selected preferred alternative.

Task 4.6 Quantities / Estimates

FHU will develop and tabulate the quantities. FHU will utilize recent bid tabs from NDOT, Sarpy County and the City of Bellevue to establish unit prices.

Task 4.7 Right of Way Acquisitions

FHU will identify areas where Right of Way (ROW) acquisitions will be necessary. This will include areas requiring permanent ROW acquisitions as well as temporary and permanent easements. This information will be tabulated and a cost estimate will be prepared.

Task 4.8 Utilities Coordination / Verification

FHU will identify and verify any utility conflicts. FHU will communicate with the utilities identify existing facilities and their potential conflicts. FHU will prepare a cost estimate for any major utility relocations identified.

Task 5 – Desktop Environmental Review**Task 5.1 Desktop Review of Environmental Resources**

We propose to conduct the desktop environmental resource review early in the study process so that information is available prior to the development of the conceptual improvements for the corridor. This would allow the project team to incorporate potential impacts to environmental resources (natural and human environment) as a part of the decision matrix. This review would be conducted concurrently with the additional lanes, future needs and safety analyses so that all of the critical factors have been established as alternative improvement scenarios are identified.

The project team will develop a summary of the environmental resources that exist within the project corridor and could potentially be impacted or affected by the conceptual improvement scenario. This desktop review would include the evaluation of readily available and ascertainable information for the following resources:

36TH STREET FEASIBILITY STUDY: N-370 TO CORNHUSKER ROAD**Environmental Data Sources and Resources**

- Wild & Scenic Rivers
- National Wetland Inventory (NWI)
- USFWS Critical Habitat
- Federal & State listed Threatened and Endangered Species
- FEMA Floodzones
- Water Quality (303d Listed Waters)
- Hazardous Materials Review (NDEQ IMS Database & EPA FRS Sites)
- Historic & Archeological Resources (Section 106; NHRP)
- NE Historic Bridges
- Registered Wells / Groundwater
- Parks & Open Space
- Federal Lands
- Geology and Soils
- Farmland Classification
- LWCF (6f)
- Reservations and Tribal Lands
- NPS Native American Graves Protection & Repatriation Act (NAGRPA)
- National Association of Tribal Historical Preservation Officer
- Environmental Justice / Civil Rights protected populations (EPA EJSCREEN)

Task 5.2 GIS Figure Generation The environmental team will use GIS and other electronic data to conduct the desktop review. Information collected will be described in an environmental summary data form for the proposed project. A vicinity map, location map, and an Environmental Constraints Map (a figure depicting the environmental resources identified within the area) will be developed for the final deliverable.

Task 5.3 Documentation The environmental desktop review will be documented using a tabular format listing the various resources reviewed (listed above) and the findings for each. A summary of findings would be provided for inclusion within the Feasibility Study report documentation and supporting documentation attached.

Task 6 - Project Management, QA/QC, & Meetings**Task 6.1 Project Management**

This task includes activities to initiate and monitor project schedules, workload assignments and internal cost controls throughout the project. Also included are efforts to prepare and process invoices and monthly progress reports; prepare project correspondence with the City; and maintain project records.

Task 6.2 QA/QC

FHU will perform QA/QC checks at various stages of the study including prior to any official submittal.

Task 6.3 Project Meetings

As part of this effort, FHU will attend two meetings with officials representing the City of Bellevue and Sarpy County. This will include a kick-off meeting as well as a meeting to review preliminary progress and results prior to completion of the final study. Any additional meetings or presentations can be provided at FHU's standard hourly rates.

Task 6.4 Site Inspections

FHU will conduct two on-site inspections with various staff. Hours will include travel time, time on-site, and time to prepare a site visit documentation memo for each visit.

36TH STREET FEASIBILITY STUDY: N-370 TO CORNHUSKER ROAD**Task 7 – Preliminary and Final Design Services****Task 7.1 Preliminary and Final Design**

At the option of the City of Bellevue and Sarpy County, FHU will provide preliminary and final design services for the recommended improvements identified in the Feasibility Study. The scope of work, fee estimate and schedule will be developed and negotiated upon completion of the Feasibility Study.

Fee Estimate

We propose to conduct these services on a “time and materials” basis. Under such an agreement, we are compensated on an hourly basis for all labor and other direct costs, such as printing, are reimbursed at a rate of 1.1 times actual cost. The following are our standard hourly billing rates for the personnel expected to be involved in this project:

Principal III	\$240.00	Engineer I	\$95.00
Principal I	\$195.00	Sr. Designer	\$135.00
Associate	\$185.00	Intern I	\$55.00
Engineer V	\$155.00	Env. Sci. IV	\$140.00
Engineer IV	\$140.00	Env. Sci. III	\$120.00
Engineer III	\$120.00	Graphics	\$115.00
Engineer II	\$105.00		

At these standard hourly rates, we have estimated that the design plans could be completed for a maximum budget of **\$118,800**. This amount would be established as a “not to exceed” limit beyond which no charges could be made without your prior approval. A more detailed breakdown of the estimated cost by task is provided below:

Tasks	Estimated Task Costs
Task 1 - Traffic Analysis	\$15,040
Task 2 - Drainage Analysis	\$26,940
Task 3 - Structures Analysis	\$15,810
Task 4 - Conceptual Roadway Design	\$43,590
Task 5 - Environmental Review	\$6,010
Task 6 - Project Management & QA/QC	\$8,440
Direct Project Expenses	\$2,970
Total Labor and Direct Expenses	\$118,800

Project Schedule & Contract Terms

The feasibility study will be completed by March 31, 2018. Upon receipt of review comments from the City of Bellevue and Sarpy County, FHU will finalize the study within two weeks. The proposed project schedule is outlined below:

November 14, 2017	Anticipated Notice to Proceed
November 21, 2017	Kick-off Meeting
November 22, 2017	Begin traffic analysis, conceptual design, resource reviews and conduct field site visits
February 28, 2018	Progress Meeting

36TH STREET FEASIBILITY STUDY: N-370 TO CORNHUSKER ROAD

April 23, 2018
May 14, 2018
June 13, 2018

Submit Deliverables for Review
Address Review Comments
Project Complete



FELSBURG
HOLT &
ULLEVIG

connecting and enhancing communities

August 4, 2017

RE: 36th Street – N-370 to Cornhusker Road
Feasibility Study Proposal

Mr. Jeff Roberts
Public Works Director
City of Bellevue
1510 Wall Street
Bellevue, NE 68005

Dear Jeff:

Thank you for the opportunity to submit this proposal to complete a feasibility study on the section of 36th Street from N-370 to Cornhusker Road. The information used to prepare this proposal is based on our discussion and our research on the corridor.

We propose to conduct the feasibility study with our in-house team of transportation professionals. **Kyle Anderson** will serve as Principal-in-Charge and Project Manager for the study. Our project team will consist of five discipline managers. The conceptual roadway design portion of the project will be led by **Matt McFadden**. The roadway design team will evaluate the feasibility of widening 36th Street to a 4-lane facility, identify ROW impacts, and develop a preliminary cost estimate.

The lead for the traffic analysis will be **Mark Meisinger**. The traffic study will consist of a segment level ADT capacity analysis for existing and future conditions, as well as key intersection operations analysis. **Dave Lampe** will lead the drainage analysis, which will include evaluation of any floodplain impacts associated with the proposed improvements. **Michael Bruckner** will lead the structures analysis task which will evaluate the condition of the existing structures and determine the future bridge improvements required. **Allison Sambol** will lead the environmental review and conduct a high-level review of the corridor to determine any potential environmental concerns with the proposed project.

The attached Scope of Services outlines the anticipated tasks to complete the Feasibility Study. We propose to complete the 36th Feasibility Study within seven months after receipt of Notice to Proceed. Assuming a start date of September 1, 2017, the study would be complete by March 31, 2018. We estimate the fee to complete the study would be \$118,800.

I have provided a copy of our standard agreement, with the scope and fee estimate attached for your review. If you would prefer to use a standard City of Bellevue agreement, we can attach the scope and fee estimate to that document instead.

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement, made this ____ day of _____, 2017, by and between City of Bellevue, NE, hereinafter called the **CLIENT**, and FELSBURG HOLT & ULLEVIG, hereinafter called the **CONSULTANT**, collectively referred to as the Parties.

The services to be performed hereunder are incidental to the following PROJECT:

**36th Street Feasibility Study
N-370 to Cornhusker Road**

WITNESSETH: That for and in consideration of the mutual covenants and agreements hereinafter contained, the Parties hereto have mutually agreed and do agree as follows:

ARTICLE I. SERVICES BY THE **CONSULTANT**

- 1.1 The **CONSULTANT** agrees to perform all services, hereunder, using reasonable skill and judgment in accordance with applicable professional standards. **CONSULTANT** agrees to keep the **CLIENT** informed on its progress through periodic reports, and to maintain accurate records relating to its services in connection with this project.
- 1.2 The **CONSULTANT** agrees to provide, directly or by association with such other Consultants or Contractors as it may deem necessary to further the interest of the **CLIENT**, the basic services as described in **Exhibit A – Scope of Work**, attached hereto.

ARTICLE 2. RESPONSIBILITIES OF THE **CLIENT**

- 2.1 The **CLIENT** shall provide and make available to the **CONSULTANT**, for his use, all maps, property descriptions, surveys, previous reports, historical data, and other information within its knowledge and possession relative to the services to be furnished hereunder. Data so furnished to the **CONSULTANT** shall remain the property of the **CLIENT** and will be returned upon completion of its services.
- 2.2 The **CLIENT** shall designate a representative who shall be fully acquainted with the Project and who shall have authority to render decisions relative to the **CONSULTANT'S** services as necessary for the orderly progress of the work. The representative shall be responsible for receiving and processing all information and documentation relative to the project in behalf of the **CLIENT**.
- 2.3 The **CLIENT** shall establish and maintain procedures for receiving, reviewing, recording, and acting on all information, documentation, payments, and acceptances of work and services relative to this project in an expeditious manner.
- 2.4 The **CLIENT** shall make provisions for the **CONSULTANT** to enter upon public and private properties as required for the **CONSULTANT** to perform its services hereunder.

ARTICLE 3. TIME OF PERFORMANCE

The services to be provided under this Agreement shall, unless otherwise provided, be commenced upon execution of this Agreement and be performed in general accordance within the timeframe and /or schedule in **Exhibit A**.

ARTICLE 4. COMPENSATION FOR SERVICES

The **CLIENT** agrees to compensate the **CONSULTANT** in accordance with the following schedule, and the Terms and Conditions of this Agreement:

- 4.1 For Basic Services as described in Article 1, Compensation shall be made on a time and materials basis not-to-exceed One Hundred Eighteen Thousand Eight Hundred Dollars (\$118,800) without prior written approval of the **CLIENT**. The Work Hour and Fee Estimate is attached as Exhibit B.
- 4.2 Invoices submitted to the **CLIENT** will use the **CONSULTANT**'s current billing rates in effect at the time the work is performed. **Attachment 1** provides the **CONSULTANT**'s 2017 Schedule of Hourly Rates and Expenses.
- 4.3 Unless otherwise provided herein, **CONSULTANT** shall submit invoices for Basic, Additional or Special Services and for Direct Expenses each month for work actually performed. The **CLIENT** agrees to pay the **CONSULTANT** within 60 days of the billing date. Payments not made within 60 days of the billing date shall bear interest at the rate of 1% per month which is an annual interest rate of 12%. In the event any portion of or all of an account remains unpaid 90 days after billing, the **CONSULTANT** may upon five (5) calendar days written notice to the **CLIENT** suspend performance of services under this Agreement. The **CONSULTANT** shall have no liability whatsoever to the **CLIENT** for any costs or damages as a result of such suspension. The **CLIENT** shall pay all costs of collection, including reasonable attorney's fees.

ARTICLE 5. DELAYS

If the **CONSULTANT** is delayed at any time in the progress of work by any act or neglect of the **CLIENT** or its agents, employees or contractors, or by changes in the work, or by extended reviews by the **CLIENT**, fire, unavoidable casualties, or by any causes beyond the **CONSULTANT**'s control, the time schedule shall be extended for a reasonable length of time, and **CONSULTANT**'s compensation may be subject to renegotiation for increased expenses due to escalation of prices, extended services, relocation of other expenses incidental to such delays.

ARTICLE 6. OWNERSHIP OF DOCUMENTS

All drawings, specifications, reports, records, and other work products developed by the **CONSULTANT** in connection with this project are instruments of service for this project only and shall remain the property of the **CONSULTANT** whether the project is completed or not. The **CONSULTANT** shall furnish originals or copies of such work product to the **CLIENT** in accordance with the services required hereunder. Reuse of any of the work product of the **CONSULTANT** by the **CLIENT** on an extension of this project or on any other project without

the written permission of the **CONSULTANT** shall be at the **CLIENT'S** risk and the **CLIENT** agrees to defend, indemnify and hold harmless the **CONSULTANT** from all claims, damages, and expenses including attorney's fees arising out of such unauthorized reuse by the **CLIENT** or by others acting through the **CLIENT**. Any reuse or adaptation of the **CONSULTANT'S** work product shall entitle the **CONSULTANT** to equitable compensation.

ARTICLE 7. INSURANCE

During the course of the services, the **CONSULTANT** shall maintain Workmen's Compensation Insurance in accordance with the Workmen's Compensation laws of the State of Nebraska; waiver of subrogation in favor of City of Bellevue; Professional Liability Insurance with a minimum coverage of \$1,000,000 per occurrence, \$2,000,000 aggregate; Automobile Liability with a combined single limit coverage of \$1,000,000; and Commercial General Liability of \$1,000,000 per occurrence, \$2,000,000 aggregate naming City as additional insured including completed operations, waiver of subrogation in favor of City of Bellevue. Upon request, the **CONSULTANT** shall provide certificates of insurance to the **CLIENT** indicating compliance with this paragraph.

ARTICLE 8. TERMINATION

Either the **CLIENT** or the **CONSULTANT** may terminate this Agreement at any time with or without cause upon giving the other party fourteen (14) calendar days prior written notice. The **CLIENT** shall within sixty (60) calendar days of termination pay the **CONSULTANT** for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this contract.

ARTICLE 9. DISPUTES

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the **CLIENT** and the **CONSULTANT** agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise.

ARTICLE 10. DESIGN WITHOUT CONSTRUCTION PHASE ENGINEERING SERVICES

If the basic services under this Agreement include design services, but do not include any construction phase engineering services by the **CONSULTANT**, such as construction administration, construction observation, or review of the Contractor's work for general conformance with the Contract Documents, such services shall be provided by the **CLIENT** or others. The **CLIENT** assumes all responsibility for the **CLIENT'S** interpretation of the Construction Documents, for construction administration, observation and supervision, and waives any and all claims and liability against the **CONSULTANT** that may be in any way connected thereto.

ARTICLE 11. JOBSITE SAFETY

Neither the professional activities of the **CONSULTANT** nor the presence of the **CONSULTANT** or his employees and subconsultants at a construction site, shall relieve the General Contractor(s) or its subcontractor(s), and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the Contract Documents and any health or safety precaution required by any regulatory agencies. The **CONSULTANT** and his personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. Except for employees of the **CONSULTANT**, the **CLIENT** agrees that the General Contractor(s) or its subcontractor(s) are responsible for jobsite safety, and shall include this intent in the **CLIENT's** agreement with the General Contractor(s) and/or subcontractor(s).

ARTICLE 12. GOVERNING LAW

Unless otherwise agreed in writing, this Agreement and the interpretation thereof shall be governed by the law of the State of Nebraska.

ARTICLE 13. SUCCESSORS AND ASSIGNS

The **CLIENT** and the **CONSULTANT** each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party with respect to all covenants of this Agreement. Neither party shall assign or transfer its interest in this Agreement without the written consent of the other.

ARTICLE 14. EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations and representations. Nothing herein shall be deemed to create any contractual relationship between the **CONSULTANT** and any other **CONSULTANT** or contractor or material supplier on the project, nor obligate it to furnish any notices required under other such contracts, nor shall anything herein be deemed to give anyone not a party to this Agreement any right of action against a party which does not otherwise exist without regard to this Agreement.

ARTICLE 15. NOTICES

All notices and instructions given by either party to the other shall be in writing, and shall be deemed to be properly served if delivered to the address of record shown below, or if deposited in the United States Mail properly stamped with the required postage and addressed to such party at the address shown below. The date of service of a notice sent by mail shall be deemed to be the day following the date on which said notice is so deposited. Either party hereto shall have the right to change its address by giving the other party written notice thereof.

ARTICLE 16. ACCURACY OF SERVICES AND LIMITATION OF LIABILITY

- 16.1 The **CONSULTANT** shall use reasonable professional skill and judgment in connection with services, hereunder, but does not warrant that such services are without errors and/or omissions. If, during the authorized use and prudent interpretation of documents or advice furnished by the **CONSULTANT**, an error or omission is discovered within a reasonable time, the **CONSULTANT** shall be responsible for correction of any work which must be removed or altered to meet the project requirements, provided the **CONSULTANT** is given a reasonable opportunity to make remedial recommendations and to correct or arrange for the correction of the work itself. The **CONSULTANT** will not be liable for the cost of procurement of work or services performed in correcting such errors and/or omissions where such work or services result in a value to the Project over and above that which the original work or services provided.
- 16.2 In providing opinions of probable construction cost, the **CLIENT** understands that the **CONSULTANT** has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that the opinions of probable construction costs provided herein are to be made on the basis of the **CONSULTANT'S** qualifications, and experience. The **CONSULTANT** makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.
- 16.3 The **CONSULTANT** agrees, to the fullest extent permitted by law, to indemnify and hold the **CLIENT** harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the **CONSULTANT'S** negligent acts, errors or omissions in the performance of professional services under this Agreement and those of his or her subconsultants or anyone for whom the **CONSULTANT** is legally liable.
- The **CLIENT** agrees, to the fullest extent permitted by law, to indemnify and hold the **CONSULTANT** harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the **CLIENT'S** negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the **CLIENT** is legally liable, and arising from the project that is the subject of this Agreement.
- 16.4 To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of the **CONSULTANT** and the **CONSULTANT'S** officers, directors, partners, employees, agents and subconsultants, and any of them, to the **CLIENT** and anyone claiming by, through or under the **CLIENT**, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of the **CONSULTANT** or the **CONSULTANT'S** officers, directors, employees, agents or subconsultants, or any of them, shall not exceed the total compensation received by the Design Professional under this Agreement.

ARTICLE 17. SPECIAL PROVISIONS

ACKNOWLEDGMENT OF COMPLETE AGREEMENT: This Agreement includes pages consecutively numbered 1 through 6, and the attachments thereto, identified as:

- Exhibit A – Scope of Work
- Exhibit B – Work Hour and Fee Estimate
- Attachment 1 – Schedule of Hourly Rates and Expenses for 2017

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above:

CLIENT:

City of Bellevue, NE

By _____

Title _____

Address: _____

CONSULTANT:

FELSBURG HOLT & ULLEVIG

By _____

Title Executive Vice President

Address: 11422 Miracle Hills Dr., Suite 115

Omaha, NE 68154

36TH STREET FEASIBILITY STUDY: N-370 TO CORNHUSKER ROAD

Project Description

A Feasibility Study will be conducted to determine the impacts and costs associated with widening 36th Street to a four-lane roadway between N-370 and Cornhusker Road. The segment of 36th Street from N-370 to Twin Creek Drive/Samson Way is already a four-lane divided roadway with additional turn lanes. This feasibility study will include a review of traffic operations on this segment to determine if additional improvements are required to accommodate future traffic conditions. The project study area is shown below in **Figure 1**.

Figure 1. Project Study Area



Scope of Services

Task 1 - Traffic Analysis

Task 1.1 Data Compilation

Peak-hour traffic counts at the study intersections will be conducted by FHU. This information will be used as the base condition for our analysis. FHU will compile the count information for analysis. The count locations are as follows:

Signalized Intersections

- 36th Street & N-370

36TH STREET FEASIBILITY STUDY: N-370 TO CORNHUSKER ROAD

- 36th Street & Sampson Way
- 36th Street & Raynor Park
- 36th Street & Cedar Island Road
- 36th Street & Cornhusker Road

Assumptions

- Should additional counts be required, FHU can provide these services at our standard hourly rates.
- Traffic data from recent traffic studies in the project area will be utilized as well to gather existing and future traffic information. The City will provide any recent traffic studies within the study area.

Task 1.2 Existing Traffic Analysis

FHU will assess the current level of congestion in the AM and PM peak hours, measured by level of service (LOS), which is experienced on 36th Street within the study area boundaries. In order to address the traffic operations along the 36th Street corridor, the study will include an evaluation of the following locations:

Signalized Intersections

- 36th Street & N-370
- 36th Street & Sampson Way
- 36th Street & Raynor Park
- 36th Street & Cedar Island Road
- 36th Street & Cornhusker Road

Assumptions

- Signal timing data for all signalized study area intersections will be provided to FHU by the City of Bellevue and NDOT.
- FHU will use Synchro 10.0 and SIDRA 6.1 for analysis. HCM 6th Edition methodologies will be utilized.

Task 1.3 Traffic Forecasting

This corridor study will need to take into account the future land uses along 36th Street. FHU will obtain Year 2040 traffic projections from the Metropolitan Area Planning Agency (MAPA).

Procedures documented in the Transportation Research Board's publication NCHRP 765 will be used to develop forecasted traffic volumes for AM and PM peak hours at study intersections. The future volumes will be agreed upon by the City of Bellevue prior to any additional analysis being conducted.

Assumptions

- 2040 future traffic forecasts (ADT) will be provided to FHU by MAPA.

Task 1.4 Future Traffic Analysis

Analysis for the corridor will be performed for a future year (2040). Traffic volumes will be analyzed at all study intersections to determine future traffic control and to determine long term improvements for the corridor. Several traffic control and intersection configuration alternatives will be evaluated to define the best long-term solution to accommodate the future growth and travel within the corridor study area. This may include an evaluation of the feasibility of traffic signalization versus roundabouts.

36TH STREET FEASIBILITY STUDY: N-370 TO CORNHUSKER ROAD

Auxiliary turn lane warrants will be evaluated at study area intersections under future traffic conditions.

A cross-section recommendation will be made by comparing future ADT volumes to ADT thresholds for specific roadway types which shall be established by FHU in conjunction with the City of Bellevue.

A policy on intersection spacing and access management for the corridor will be developed. This will identify traffic control and access locations associated with future development along the 36th Street corridor. Additionally, existing driveway locations will be analyzed to determine the feasibility to consolidate or eliminate driveways onto 36th Street.

The following intersections will be analyzed to assess the level of congestion in the 2040 AM and PM peak hours, measured by level of service (LOS)

Signalized Intersections

- 36th Street & N-370
- 36th Street & Sampson Way
- 36th Street & Raynor Park
- 36th Street & Cedar Island Road
- 36th Street & Cornhusker Road

Assumptions

- FHU will use Synchro 10.0 and SIDRA 6.1 for analysis. HCM 6th Edition methodologies will be utilized.
- An access management plan will be developed for the corridor.

Task 1.5 Corridor Study Report

A draft report will be prepared summarizing the results of this corridor study and will include graphical illustrations of the study area and analysis. FHU will identify any traffic operational or roadway deficiencies in the study area and will develop recommendations for short-term and long-term improvements. The draft report will be submitted to the City of Bellevue for review and comment. We have assumed a period of two weeks for the review of the draft report. Comments received will be addressed and incorporated into the final report. The final report will be submitted approximately three weeks after receipt of the draft report comments.

Task 2 – Drainage Analysis

Task 2.1 Preliminary Hydrologic and Hydraulic Analysis

The 36th Street corridor passes over Squaw Creek (aka Big Elk Creek per Sarpy GIS), Big Papillion Creek, and West Papillion Creek. A culvert is located on Squaw Creek near the north end of the study area and bridges span Big Papillion Creek and West Papillion Creek near the center and southern end of the study area, respectively. All three streams are in a Zone AE mapped floodplain and have a designated Floodway (FEMA Firm Panel 31153C0090H – dated May 3, 2010).

Modifications to any of the crossings and the placement of fill for any street or bridge widening will impact the designated floodway and need to be evaluated to make sure that they do not cause a rise to the Base Flood Elevation (BFE). Furthermore, it is our understanding that the City of Bellevue would like to evaluate raising the bridges above the BFE so that they are not inundated during the 100-year storm event.

36TH STREET FEASIBILITY STUDY: N-370 TO CORNHUSKER ROAD

FHU will evaluate each of these crossings and fill placement along 36th Street for potential impacts to the BFE in their respective streams.

- a. For all three stream crossings, FEMA Effective hydraulic models will be obtained and checked against existing conditions using available record drawings, current LiDAR data, and field measurements. The Effective model will be updated, as appropriate, using the aforementioned information and will become the Existing Conditions model. The Existing Conditions model will then be modified for conceptual level designs and become the Proposed Conditions model. FHU will evaluate up to two proposed alternatives for each crossing and will evaluate a potential shift to the alignment, if needed. It is assumed that Effective flow rates from the FEMA Flood Insurance Study (FIS) will be suitable for use in this analysis.
- b. A preliminary hydrologic and hydraulic analysis report will be prepared.

Assumptions

- FHU will use HEC-RAS to model hydraulic conditions of the various channels.
- FEMA Effective hydraulic model will be available in HEC-RAS format (does not include updating HEC-2 to HEC-RAS format)
- Any fees to obtain the model, if not available for free from the Papio-Missouri River Natural Resources District (P-MRNRD), would be paid by the City of Bellevue

Task 2.2 Storm Drainage Analysis and Design

FHU will delineate all drainage areas and calculate hydrology for roadway ditches and storm sewer within the project limits. Proposed ditches and storm sewer will be designed at the conceptual level and hydraulic calculations will be performed for these features.

Assumptions

Stormwater detention and post construction stormwater management for water quality will not be needed.

Task 3 –Structures Assessment

Task 3.1 Bridge Concepts

FHU will develop conceptual bridge TS&L's for the structures over the Papillion Creek and the Big Papillion Creek. In addition, the Big Elk Creek structure will be reviewed to determine if it can be used in place by extending it, or if it needs to be replaced. This task will include reviewing the existing bridges to see if they can be widened or if they need to be reconstructed.

Task 3.2 Structures Data Collection

FHU will gather and review the following data from City of Bellevue or Sarpy County:

- As-Built and original plans
- Maintenance history
- Current condition and ratings

Task 3.3 Structures Concepts Analysis

FHU will analyze the viability of multiple bridge concepts. Criteria used to evaluate these conceptual options include:

- Bridge superstructure and substructure reuse

36TH STREET FEASIBILITY STUDY: N-370 TO CORNHUSKER ROAD

- Structural viability
- Applicable city, county and state bridge standards
- Constructability
- Environmental impacts
- Cost comparisons

Task 3.4 Structures Concepts Summary

FHU will provide a structures report evaluating each bridge concept at both locations. This executive summary will include bridge criteria and cost discussions as well as recommended structure types at each location.

Task 4 - Conceptual Roadway Design Plans**Task 4.1 Data Collection**

FHU will gather and review the following data from City of Bellevue:

- As-Built plans
- GIS data for base files including Sarpy County aerial, 2-foot contours, floodplain information, and property lines.

Assumptions

- Survey will not be completed with this project. FHU will use available GIS data listed above to complete this study.

Task 4.2 Alternatives Development-Pavement Widening

FHU will review the existing lane configuration and study widening options. Options will include widening to the left, widening to the right, or widening about the existing centerline. Criteria used to evaluate the widening options include:

- Impacts to adjacent properties
- Constructability under traffic vs. detour
- Environmental impacts
- General cost comparison of each option

Once the preferred alternative is identified, this task includes the effort to layout the design for the length of the project. The following design details will be shown:

- Curb and gutter lines
- Turn lane configurations
- Sidewalks & curb ramp locations
- Driveway locations
- Bridge layout
- Guardrail layout
- Conceptual drainage layout

Task 4.3 Template Roadway X-Sections

FHU will develop the templates necessary to process cross sections on 36th Street. This would be completed for the selected preferred alternative.

Task 4.4 Conceptual Design Plan Set

FHU will develop a plan set detailing the proposed improvements on 36th Street. This set will include the following:

- Title Sheet

36TH STREET FEASIBILITY STUDY: N-370 TO CORNHUSKER ROAD

- Typical Sections
- Horizontal Alignment Sheets
- Construction & Removal Sheets
- Plan & Profile Sheets
- Details/General Notes Sheets
- Bridge TS&L Sheets
- Pavement Marking & Signing Sheets
- Traffic Signal Improvement Sheets
- Cross Sections

Assumptions

- The Sarpy County aerial photo will be utilized as the background for all base drawings.

Task 4.5 Earthwork

FHU will process the earthwork from the cross sections for the selected preferred alternative.

Task 4.6 Quantities / Estimates

FHU will develop and tabulate the quantities. FHU will utilize recent bid tabs from NDOT, Sarpy County and the City of Bellevue to establish unit prices.

Task 4.7 Right of Way Acquisitions

FHU will identify areas where Right of Way (ROW) acquisitions will be necessary. This will include areas requiring permanent ROW acquisitions as well as temporary and permanent easements. This information will be tabulated and a cost estimate will be prepared.

Task 4.8 Utilities Coordination / Verification

FHU will identify and verify any utility conflicts. FHU will communicate with the utilities identify existing facilities and their potential conflicts. FHU will prepare a cost estimate for any major utility relocations identified.

Task 5 – Desktop Environmental Review**Task 5.1 Desktop Review of Environmental Resources**

We propose to conduct the desktop environmental resource review early in the study process so that information is available prior to the development of the conceptual improvements for the corridor. This would allow the project team to incorporate potential impacts to environmental resources (natural and human environment) as a part of the decision matrix. This review would be conducted concurrently with the additional lanes, future needs and safety analyses so that all of the critical factors have been established as alternative improvement scenarios are identified.

The project team will develop a summary of the environmental resources that exist within the project corridor and could potentially be impacted or affected by the conceptual improvement scenario. This desktop review would include the evaluation of readily available and ascertainable information for the following resources:

Environmental Data Sources and Resources

- Wild & Scenic Rivers
- National Wetland Inventory (NWI)
- USFWS Critical Habitat

36TH STREET FEASIBILITY STUDY: N-370 TO CORNHUSKER

ROAD

- Federal & State listed Threatened and Endangered Species
- FEMA Floodzones
- Water Quality (303d Listed Waters)
- Hazardous Materials Review (NDEQ IMS Database & EPA FRS Sites)
- Historic & Archeological Resources (Section 106; NHRP)
- NE Historic Bridges
- Registered Wells / Groundwater
- Parks & Open Space
- Federal Lands
- Geology and Soils
- Farmland Classification
- LWCF (6f)
- Reservations and Tribal Lands
- NPS Native American Graves Protection & Repatriation Act (NAGRPA)
- National Association of Tribal Historical Preservation Officer
- Environmental Justice / Civil Rights protected populations (EPA EJSCREEN)

Task 5.2 GIS Figure Generation The environmental team will use GIS and other electronic data to conduct the desktop review. Information collected will be described in an environmental summary data form for the proposed project. A vicinity map, location map, and an Environmental Constraints Map (a figure depicting the environmental resources identified within the area) will be developed for the final deliverable.

Task 5.3 Documentation The environmental desktop review will be documented using a tabular format listing the various resources reviewed (listed above) and the findings for each. A summary of findings would be provided for inclusion within the Feasibility Study report documentation and supporting documentation attached.

Task 6 - Project Management, QA/QC, & Meetings

Task 6.1 Project Management

This task includes activities to initiate and monitor project schedules, workload assignments and internal cost controls throughout the project. Also included are efforts to prepare and process invoices and monthly progress reports; prepare project correspondence with the City; and maintain project records.

Task 6.2 QA/QC

FHU will perform QA/QC checks at various stages of the study including prior to any official submittal.

Task 6.3 Project Meetings

As part of this effort, FHU will attend two meetings with officials representing the City of Bellevue and Sarpy County. This will include a kick-off meeting as well as a meeting to review preliminary progress and results prior to completion of the final study. Any additional meetings or presentations can be provided at FHU's standard hourly rates.

Task 6.4 Site Inspections

FHU will conduct two on-site inspections with various staff. Hours will include travel time, time on-site, and time to prepare a site visit documentation memo for each visit.

Fee Estimate

36TH STREET FEASIBILITY STUDY: N-370 TO CORNHUSKER ROAD

We propose to conduct these services on a “time and materials” basis. Under such an agreement, we are compensated on an hourly basis for all labor and other direct costs, such as printing, are reimbursed at a rate of 1.1 times actual cost. The following are our standard hourly billing rates for the personnel expected to be involved in this project:

Principal III	\$240.00	Engineer I	\$95.00
Principal I	\$195.00	Sr. Designer	\$135.00
Associate	\$185.00	Intern I	\$55.00
Engineer V	\$155.00	Env. Sci. IV	\$140.00
Engineer IV	\$140.00	Env. Sci. III	\$120.00
Engineer III	\$120.00	Graphics	\$115.00
Engineer II	\$105.00		

At these standard hourly rates, we have estimated that the design plans could be completed for a maximum budget of **\$118,800**. This amount would be established as a “not to exceed” limit beyond which no charges could be made without your prior approval. A more detailed breakdown of the estimated cost by task is provided below:

Tasks	Estimated Task Costs
Task 1 - Traffic Analysis	\$15,040
Task 2 - Drainage Analysis	\$26,940
Task 3 - Structures Analysis	\$15,810
Task 4 - Conceptual Roadway Design	\$43,590
Task 5 - Environmental Review	\$6,010
Task 6 - Project Management & QA/QC	\$8,440
Direct Project Expenses	\$2,970
Total Labor and Direct Expenses	\$118,800

Project Schedule & Contract Terms

The feasibility study will be completed by March 31, 2018. Upon receipt of review comments from the City of Bellevue, FHU will finalize the study within two weeks. The proposed project schedule is outlined below:

September 1, 2017	Anticipated Notice to Proceed
September 5, 2017	Kick-off Meeting
September 6, 2017	Begin traffic analysis, conceptual design, resource reviews and conduct field site visits
January 5, 2018	Progress Meeting
February 16, 2018	Submit Deliverables for Review
March 1, 2018	Address Review Comments
March 31, 2018	Project Complete

EXHIBIT B

36th Street - N-370 to Cornhusker Road
Feasibility Study
Workhour and Fee Estimate

August 4, 2017



	Principal III	Principal I	Sr. Engineer	Engineer V	Engineer IV	Engineer III	Engineer II	Engineer I	Sr. Designer	Intern I	Env. Sci. V	Env. Sci. III	Graphics	Total
Task 1 - Traffic Analysis	0	0	0	18	24	48	0	0	0	36	0	0	10	\$15,040
Task 1.1 Data Compilation					4					6				\$890
Task 1.2 Existing Traffic Analysis				4	6	8				8				\$2,860
Task 1.3 Traffic Forecasting				2	4	8				2				\$1,940
Task 1.4 Future Traffic Analysis				4	6	8				4				\$2,640
Task 1.5 Corridor Study Report				8	4	24				16			10	\$6,710
Task 2 - Drainage Analysis	0	10	2	0	38	0	184	0	0	0	0	0	0	\$28,940
2.1 Preliminary Hydrologic and Hydraulic Analysis														\$0
2.1a Hydraulic Modeling (includes 2 bridge structures and 1 culvert)		8			24		124							\$17,940
2.1b Preliminary Drainage Report		2			4		20							\$3,050
2.2 Storm Drainage Analysis and Design														\$0
2.2a Drainage Area Delineation					2		8							\$1,120
2.2b Storm Sewer and Inlet Layout			1		4		16							\$2,415
2.2c Drainage Calculations			1		4		16							\$2,415
Task 3 - Structures Assessment	0	0	0	30	0	0	60	0	36	0	0	0	0	\$15,810
3.1 Bridge Concepts				30			60							\$10,950
3.2 Structures Data Collection									4					\$540
3.3 Structures Concepts Analysis									16					\$2,160
3.4 Structures Concepts Summary									16					\$2,160
Task 4 - Conceptual Roadway Design	0	8	0	0	0	0	174	0	176	0	0	0	0	\$43,590
4.1 Data Collection							16		16					\$3,840
4.2 Alternatives Development-Pavement Widening		8					80		40					\$15,360
4.3 Template Roadway X-Sections							2		8					\$1,290
4.4 Feasibility Plan Set							40		80					\$15,000
4.5 Earthwork							4		4					\$420
4.6 Quantities / Estimates							8		8					\$1,920
4.7 Right-of-way Acquisitions							8		16					\$3,000
4.8 Utilities Coordination / Verification							16		8					\$2,760
Task 5 - Desktop Environmental Review	0	0	0	0	0	0	0	0	0	0	14	32	0	\$6,010
5.1 Desktop Review of Environmental Resources											8	10		\$2,440
5.2 GIS Figure Generation and Geodatabase												12		\$1,440
5.3 Documentation											6	10		\$2,130
Task 6 - Project Management, QA/QC, & Meetings	0	28	0	14	0	10	0	0	0	0	0	0	0	\$8,440
Task 6.1 Project Management		8		4										\$2,180
Task 6.2 QA/QC		8		2		2								\$2,110
Task 6.3 Project Meetings		6		4		4								\$2,270
Task 6.4 Site Inspection		4		4		4								\$1,880
TOTAL HOURS	0	44	2	62	62	58	418	0	212	36	14	32	10	950
TOTAL LABOR / HR RATE	\$240	\$195	\$175	\$155	\$140	\$120	\$105	\$95	\$135	\$55	\$155	\$120	\$115	
TOTAL LABOR COSTS	\$0	\$8,580	\$350	\$9,610	\$8,680	\$6,960	\$43,890	\$0	\$28,620	\$1,980	\$2,170	\$3,840	\$1,150	\$115,830

DIRECT PROJECT EXPENSES

Printing	1253	\$0.19												\$238
Traffic Counts (MNRG)	5	\$525												\$2,825
Mileage (5 Trips @ 40 Miles)	200	\$0.535												\$107

TOTAL DIRECT PROJECT EXPENSES

\$2,970

TOTAL PROJECT COST

\$118,800

2017 Rate Sheet

The following hourly billing rates apply to all "Time and Materials" contracts.

Staff Rates

Principal III	\$240
Principal II	\$215
Principal I	\$195
Associate	\$185
Sr. Engineer	\$175
Engineer V	\$155
Engineer IV	\$140
Engineer III	\$120
Engineer II	\$105
Engineer I	\$95
Sr. Environmental Scientist/Planner	\$175
Environmental Scientist/Planner V	\$155
Environmental Scientist/Planner IV	\$140
Environmental Scientist/Planner III	\$120
Environmental Scientist/Planner II	\$105
Environmental Scientist/Planner I	\$95
GIS Manager	\$185
GIS Specialist V	\$155
GIS Specialist IV	\$140
GIS Specialist III	\$120
GIS Specialist II	\$105
GIS Specialist I	\$95
Sr. Transportation Planner	\$175
Transportation Planner V	\$155
Transportation Planner IV	\$140
Transportation Planner III	\$120
Transportation Planner II	\$105
Transportation Planner I	\$95
Lead ITS Specialist	\$170
CADD Manager	\$155
Sr. Bridge Designer	\$155
Lead Designer	\$155
Sr. Designer	\$135
Designer V	\$125
Designer IV	\$120
Designer III	\$105
Designer II	\$90
Designer I	\$80
Sr. Construction Technician	\$115
Construction Technician V	\$110
Construction Technician IV	\$100
Construction Technician III	\$90
Construction Technician II	\$80
Construction Technician I	\$70
Intern I	\$55
Sr. Project Technician	\$135

Project Technician V	\$125
Project Technician IV	\$120
Project Technician III	\$105
Project Technician II	\$90
Project Technician I	\$80
Graphic Design Manager	\$125
Graphic Design Specialist V	\$115
Graphic Design Specialist IV	\$105
Graphic Design Specialist III	\$95
Graphic Design Specialist II	\$85
Graphic Design Specialist I	\$75
Marketing Manager	\$125
Marketing Specialist	\$110
Systems Administrator	\$115
Sr. Administrative Assistant	\$100
Administrative	\$85

Other Direct Costs

Plots

Bond

\$0.31/sq ft

Prints

Black and White

\$0.12/print

Color

\$0.19/print

Presentation Boards

Bond Foam Core Mounted

\$1.51/sq ft

Travel

Mileage

\$0.535/Mile

(or current allowable Federal rate)

Truck (Construction)

\$45.00/day

Parking

Actual Costs

Lodging/Airfare

Actual Costs

Other Miscellaneous Costs

Courier/Postage

Actual Costs

Per Diem

Actual Costs

Subconsultants/Vendors

Actual Costs

Other direct costs are reimbursed at a rate of
1.1 times the rates above and/or actual costs.

CITY OF BELLEVUE, NEBRASKA
 AGENDA ITEM COVER SHEET

12i
 11-13-17

COUNCIL MEETING DATE:	Nov. 13, 2017	AGENDA ITEM TYPE:
		SPECIAL PRESENTATION <input type="checkbox"/>
		LIQUOR LICENSE <input type="checkbox"/>
		ORDINANCE <input type="checkbox"/>
		PUBLIC HEARING <input type="checkbox"/>
		RESOLUTION <input type="checkbox"/>
		CURRENT BUSINESS <input checked="" type="checkbox"/>
		OTHER (SEE CLERK) <input type="checkbox"/>

SUBJECT:

Single-Axle Trucks and Equipment

SYNOPSIS:

Requesting authorization to purchase a total of three (3) single-axle dump trucks and associated hydraulic, snow plow, dump body, GPS equipment per current City of Omaha contract pricing extended to Bellevue by Cornhusker International

FISCAL IMPACT:

\$501,870 - three trucks @ \$167,290/ea

BUDGETED ITEM: YES NO

PROJECT # & TRACKING INFORMATION:

RECOMMENDATION:

Approval

BACKGROUND:

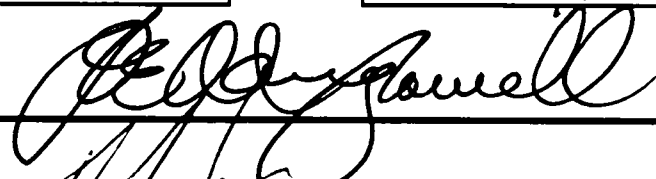
Total cost is within the allocated FY17-18 dollar amount to replace aging department equipment.
 Equipment will be financed, quarterly payments.

ATTACHMENTS:

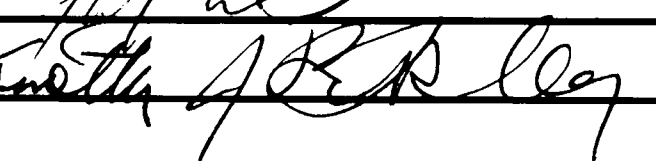
- | | | | |
|---|---------------------|---|---------------------|
| 1 | International Quote | 4 | International Quote |
| 2 | International Quote | 5 | International Quote |
| 3 | International Quote | 6 | International Quote |

SIGNATURES:

ADMINISTRATOR APPROVAL:



FINANCE APPROVAL:



LEGAL APPROVAL:

Thursday, October 19, 2017

Bobby Riggs
CITY OF BELLEVUE
210 W Mission Ave.
Bellevue, NE 68005-5299 USA

Dear Bobby Riggs,

We appreciate this opportunity of giving you a quote on three 2018 International 7400 SFA 4X2 (SA52500). We are proud to represent International Trucks and know that we offer the best product in the industry.

We are also proud of what Cornhusker International can offer CITY OF BELLEVUE in the way of services and optional equipment. Consider the following:

Our Service Department is open 7:00 AM to 12:00 Midnight Monday - Friday and from 8:00 to Noon on Saturday. We stock over \$3,500,000 in parts inventory. We offer full service leasing and rental of vehicles. We also provide Municipal Lease Purchases for city, county, and State Agencies. The city of Bellevue qualifies to purchase from the city of Omaha's current contract with Cornhusker International Trucks & Henderson Products.

When you combine all of the features that CORNHUSKER INTERNATIONAL TRUCKS, INC offers you with the strength of almost a thousand International dealers coast to coast, the answer is obvious:

The Right Product + The Right Dealership = The Right Decision

Thanks again and we look forward to completing this order. Please let me know if you have any further questions.

Sincerely,

A handwritten signature in cursive script that reads "Rob Roane".

Rob Roane



7400 SFA 4x2

Sales Proposal For:

CITY OF BELLEVUE

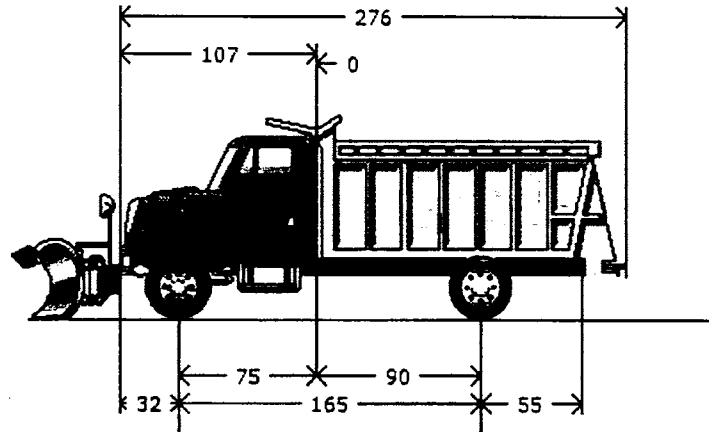
Presented By:

CORNHUSKER INTERNATIONAL TRUCKS, INC

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

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
2018 7400 SFA 4X2 (SA525)

APPLICATION:	Front Plow with spreader
MISSION:	Requested GVWR: 37000. Calc. GVWR: 36220 Calc. Start / Grade Ability: 43.51% / 2.94% @ 55 MPH Calc. Geared Speed: 67.4 MPH
DIMENSION:	Wheelbase: 165.00, CA: 90.00, 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: 6.14
CAB:	Conventional
TIRE, FRONT:	(2) 11R22.5 Load Range H HSC1 (CONTINENTAL), 496 rev/mile, 75 MPH, All-Position
TIRE, REAR:	(4) 11R22.5 Load Range H HDR2 (CONTINENTAL), 491 rev/mile, 75 MPH, Drive
SUSPENSION, RR, SPRING, SINGLE:	Vari-Rate; 23,500-lb Capacity, with 4500 lb Auxiliary Rubber Spring
PAINT:	Cab schematic 100GM Location 1: 0316, Orange (Custom) Chassis schematic N/A

INTERNATIONAL

**Vehicle Specifications
2018 7400 SFA 4X2 (SA525)**

October 19, 2017

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)	<u>List</u> (US DOLLAR)
SA52500	Base Chassis, Model 7400 SFA 4X2 with 165.00 Wheelbase, 90.00 CA, and 55.00 Axle to Frame.	6814/3966	10780	\$94,916.00
1570	TOW HOOK, FRONT (2) Frame Mounted	8/0	8	\$84.00
1572	TOW HOOK, REAR (2)	0/10	10	\$75.00
1CAJ	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.866" x 3.622" x 0.433" (276.0mm x 92.0mm x 11.1mm); 456.0" (11582mm) Maximum OAL	142/259	401	\$665.00
1LLA	BUMPER, FRONT Steel, Swept Back	0/0	0	\$0.00
	<u>Includes</u> : BUMPER, FRONT Powder Coated Gray (Argent) Color			
1WDS	FRAME EXTENSION, FRONT Integral; 20" In Front of Grille	143/-38	105	\$590.00
1WDU	CROSSMEMBER, FRONT for Hydraulic Pump, Mounting Flange to Accommodate Pump	41/4	45	\$90.00
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
	<u>Notes</u> : The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.			
3ADD	SUSPENSION, FRONT, SPRING Parabolic, Taper Leaf; 14,000-lb Capacity; with Shock Absorbers	37/0	37	\$311.00
	<u>Includes</u> : SPRING PINS Rubber Bushings, Maintenance-Free			
	<u>Notes</u> : The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.			
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 : PARKING BRAKE VALVE For Truck : 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			
	<u>Notes</u>			

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)	<u>List</u> (US DOLLAR)
	: Rear Axle is Limited to 23,000-lb GAWR with Code 04091 BRAKE SYSTEM, AIR and Standard Rear Air Cam Brakes Regardless of Axle/Suspension Ordered			
4193	BRAKES, FRONT, AIR CAM 16.5" x 6", Includes 24 SqIn Long Stroke Brake Chambers	0/0	0	\$265.00
	<u>Notes</u> : The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.			
4732	DRAIN VALVE (Berg) with Pull Chain, for Air Tank	0/0	0	\$0.00
	<u>Includes</u> : DRAIN VALVE Mounted in Wet Tank			
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	21/4	25	\$526.00
	<u>Includes</u> : AIR DRYER LOCATION Inside Left Rail, Back of Cab			
4EXU	BRAKE CHAMBERS, REAR AXLE (Bendix EverSure) 30/30 Spring Brake	0/0	0	\$0.00
4EXV	BRAKE CHAMBERS, FRONT AXLE (Bendix) 24 SqIn	0/0	0	\$0.00
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	0/0	0	\$0.00
	<u>Notes</u> : The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires.			
4SPA	AIR COMPRESSOR (Cummins) 18.7 CFM Capacity	0/0	0	\$0.00
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	0/0	0	\$463.00
5CAL	STEERING WHEEL 2-Spoke, 18" Dia., Black	0/0	0	\$0.00
5PSA	STEERING GEAR (Shppard M100) Power	0/0	0	\$0.00
7BEU	AFTERTREATMENT COVER Aluminum	0/0	0	\$278.00
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	0/0	0	\$2,128.00
7WAZ	TAIL PIPE (1) Tumbback Type, Non-Bright, for Single Exhaust	0/0	0	\$64.00
7WDM	EXHAUST HEIGHT 10'	0/0	0	\$0.00
7WDN	MUFFLER/TAIL PIPE GUARD (1) Non-Bright Aluminum	0/0	0	\$0.00
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment	0/0	0	\$0.00

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	<u>Includes</u> : DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab : HAZARD SWITCH Push On/Push Off, Located on Top of Steering Column Cover : HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever : HEADLIGHTS (2) Halogen, Round, with Chrome Plated Bezels : JUMP START STUD Located on Positive Terminal of Outermost Battery : 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			
8718	POWER SOURCE Cigar Type Receptacle without Plug and Cord	1/0	1	\$30.00
8GGN	ALTERNATOR (Bosch LH160) Brush Type, 12 Volt 160 Amp. Capacity, Pad Mount	-5/0	-5	\$151.00
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
8MKL	BATTERY SYSTEM (International) Maintenance-Free, (3) 12-Volt 1950CCA Total	40/15	55	\$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
8RGA	2-WAY RADIO Wiring Effects; Wiring with 20 Amp Fuse Protection, Includes Ignition Wire with 5 Amp Fuse, Wire Ends Heat Shrink and Routed to Center of Header Console in Cab	1/0	1	\$68.00
8RMD	RADIO AM/FM/WB/Clock/3MM Auxiliary Input, with Multiple Speakers	1/0	1	\$368.00
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
8VAY	HORN, ELECTRIC Disc Style	0/0	0	\$0.00
8WBW	JUMP START STUD Remote Mounted	2/0	2	\$168.00
	<u>Includes</u> : JUMP START STUD Mounted to Battery Box			
8WCL	HORN, AIR Black, Single Trumpet, Air Solenoid Operated	0/0	0	\$94.00

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8WGL	WINDSHIELD WIPER SPD CONTROL Force Wipers to Slowest Intermittent Speed When Park Brake Set and Wipers Left on for a Predetermined Time	0/0	0	\$26.00
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
8WRB	HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn on if Windshield Wipers are turned on	0/0	0	\$22.00
8WTK	STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt; less Thermal Over-Crank Protection	0/0	0	\$0.00
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm	0/0	0	\$0.00
8WXD	ALARM, PARKING BRAKE Electric Horn Sounds in Repetitive Manner When Vehicle Park Brake is "NOT" Set, with Ignition "OFF" and any Door Opened	0/0	0	\$42.00
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses	0/0	0	\$99.00
8XDU	BATTERY BOX Steel, with Aluminum Cover, 14" Wide, 3 Battery Capacity, Mounted Left Side Under Cab	-3/-2	-5	\$461.00
8XJE	TURN SIGNALS, FRONT {Sound Off} 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
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
9WAC	BUG SCREEN Mounted Behind Grille	5/0	5	\$131.00
9WBC	FRONT END Tilting, Fiberglass, with Three Piece Construction; for WorkStar	0/0	0	\$0.00
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100 <u>Includes</u> : PAINT SCHEMATIC ID LETTERS "GM"	0/0	0	\$0.00
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
10WJH	PROMOTIONAL PACKAGE Government and Municipal Silver Package; Two Year Limited Subscription of On-Command Service Information (Formerly Fleet ISIS), and On-Command Parts Information (Formerly Fleet Parts Catalog), Requires Specific Feature Combinations	0/0	0	\$0.00
11001	CLUTCH Omit Item (Clutch & Control)	-62/-13	-75	\$0.00

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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	0/0	0	\$88.00
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)	0/0	0	\$613.00
12THT	FAN DRIVE {Horton Drivemaster} Direct Drive Type, Two Speed with Residual Torque Device for Disengaged Fan Speed <u>Includes</u> : FAN Nylon	-37/3	-34	(\$229.00)
12UWY	RADIATOR Cross Flow, Series System; 1228 SqIn Aluminum Radiator Core and 1167 SqIn Charge Air Cooler <u>Includes</u> : DEAERATION SYSTEM with Surge Tank : HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps : RADIATOR HOSES Premium, Rubber	11/-8	3	\$0.00
12VAG	AIR CLEANER Single Element, with Integral Snow Valve and In- Cab Control <u>Includes</u> : GAUGE, AIR CLEANER RESTRICTION Air Cleaner Mounted	2/0	2	\$301.00
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
12VYP	ENGINE CONTROL, REMOTE MOUNTED - No Provision Furnished for Remote Mounted Engine Control	0/0	0	\$0.00
12WZE	EMISSION COMPLIANCE Federal, Does Not Comply with California Clean Air Idle Regulations	0/0	0	\$0.00
12XZG	FEDERAL EMISSIONS {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2017	0/0	0	\$350.00
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	184/65	249	\$8,098.00
13WAW	OIL COOLER, AUTO TRANSMISSION {Modine} Water to Oil Type	25/0	25	\$667.00
13WBL	TRANSMISSION SHIFT CONTROL {Allison} Push-Button Type; for Allison 3000 & 4000 Series Transmission	0/0	0	\$0.00
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints	0/0	0	\$203.00

INTERNATIONAL*

Vehicle Specifications
2018 7400 SFA 4X2 (SA525)

October 19, 2017

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)	<u>List</u> (US DOLLAR)
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
13XAM	PTO LOCATION Dual, Left and Right Side of Transmission	0/0	0	\$0.00
14ARB	AXLE, REAR, SINGLE (Mentor RS-23-160) Single Reduction, 23,000-lb Capacity, Driver Controlled Locking Differential, 200 Wheel Ends . Gear Ratio: 6.14	0/241	241	\$1,767.00
	<u>Includes</u> : REAR AXLE DRAIN PLUG (1) Magnetic, For Single Rear Axle			
	<u>Notes</u> : The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires. : When Specifying Axle Ratio, Check Performance Guidelines and TCAPE for Startability and Performance			
14VAH	SUSPENSION, RR, SPRING, SINGLE Vari-Rate; 23,500-lb Capacity, with 4500 lb Auxiliary Rubber Spring	0/62	62	\$169.00
	<u>Notes</u> : The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires.			
14WMG	AXLE, REAR, LUBE (EmGard FE-75W-90) Synthetic Oil; 30 thru 39.99 Pints	0/0	0	\$198.00
15LMN	FUEL/WATER SEPARATOR (Racor 400 Series,) 12 Volt Pre-Heater, with Primer Pump, and WIF Sensor	0/0	0	\$123.00
15LPE	LOCATION FUEL/WATER SEPARATOR Mounted Inboard of 5 Gallon DEF Tank, Under Cab	0/0	0	\$50.00
	<u>Notes</u> : For Use With 5 Gallon DEF Tank Only			
15SXJ	FUEL TANK Top Draw, Non-Polished Aluminum, 24" Dia, 50 US Gal (189L), Mounted Left Side, Under Cab	12/2	14	\$242.00
15WCN	DEF TANK 5 U.S. Gal. 18.9L Capacity, Frame Mounted Outside Left Rail, Under Cab	8/5	13	\$89.00
16030	CAB Conventional	0/0	0	\$0.00
	<u>Includes</u> : ARM REST (2) Molded Plastic; One Each Door : COAT HOOK, CAB Located on Rear Wall, Centered Above Rear Window : CUP HOLDERS Two Cup Holders, Located In Lower Center of Instrument Panel			

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)	<u>List</u> (US DOLLAR)
	: DOME LIGHT, CAB Rectangular, Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Console, Center Mounted : GLASS, ALL WINDOWS Tinted : GRAB HANDLE, CAB INTERIOR (1) "A" Pillar Mounted, Passenger Side : GRAB HANDLE, CAB INTERIOR (2) Front of "B" Pillar Mounted, One Each Side : INTERIOR SHEET METAL Upper Door (Above Window Ledge) Painted Exterior Color : STEP (4) Two Steps Per Door			
16HBA	GAUGE CLUSTER English with English Electronic Speedometer	0/0	0	\$0.00
	<u>Includes</u> : GAUGE CLUSTER (6) Engine Oil Pressure (Electronic), Water Temperature (Electronic), Fuel (Electronic), Tachometer (Electronic), Voltmeter, Washer Fluid Level : ODOMETER DISPLAY, Miles, Trip Miles, Engine Hours, Trip Hours, Fault Code Readout : WARNING SYSTEM Low Fuel, Low Oil Pressure, High Engine Coolant Temp, and Low Battery Voltage (Visual and Audible)			
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
16HLJ	GAUGE, DEF FLUID LEVEL	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	26/13	39	\$116.00
	<u>Includes</u> : SEAT BELT 3-Point, Lap and Shoulder Belt Type			
16SDZ	MIRROR, CONVEX, HOOD MOUNTED {Lang Mekra} Right and Left Side; 7.44" Sq., Bright	11/0	11	\$190.00
16SEE	GRAB HANDLE Chrome; Towel Bar Type with Anti-Slip Rubber Inserts; for Cab Entry Mounted Left Side Only at "B" Pillar	3/0	3	\$118.00
16SMN	SEAT, PASSENGER {National} Non Suspension, High Back, Fixed Back, Integral Headrest, Vinyl	14/9	23	\$368.00
16SNB	MIRRORS (2) {Lang Mekra} Rectangular, Thermostatically Controlled Heated Heads, Black Heads, Brackets and Arms, Breakaway Type, 7.55" x 14.1" Integral Convex Both Sides, 102" Inside Spacing	-3/0	-3	\$126.00
16WBY	ARM REST, RIGHT, DRIVER SEAT	3/0	3	\$39.00
16WCT	AIR CONDITIONER {Blend-Air} with Integral Heater & Defroster	41/6	47	\$923.00
	<u>Includes</u> : HEATER HOSES Premium : HOSE CLAMPS, HEATER HOSE Mubea Constant Tension Clamps : REFRIGERANT Hydrofluorocarbon HFC-134A			

INTERNATIONAL*

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October 19, 2017

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16WEE	CAB SOUND INSULATION Includes Dash Insulator and Engine Cover Insulator	12/0	12	
	<u>Notes</u> : Feature included with CAB INTERIOR TRIM, Premium			
16WJT	INSTRUMENT PANEL Center Section, Ergonomic Panel	0/0	0	\$330.00
16WKY	HVAC FRESH AIR FILTER	0/0	0	\$0.00
16WLE	STORAGE POCKET, DOOR Molded Plastic, Full Width; Mounted on Passenger Door	0/0	0	\$25.00
16WLS	FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood	0/0	0	\$76.00
16WRX	CAB INTERIOR TRIM Deluxe	0/0	0	\$0.00
	<u>Includes</u> : CAB INTERIOR TRIM PANELS Cloth Covered Molded Plastic, Full Height; All Exposed Interior Sheet Metal is Covered Except for the Following: with a Two-Man Passenger Seat or with a Full Bench Seat the Back Panel is Completely Void of Covering : CONSOLE, OVERHEAD Molded Plastic; With Dual Storage Pockets with Retainer Nets and CB Radio Pocket : DOOR TRIM PANELS Molded Plastic; Driver and Passenger Doors : FLOOR COVERING Rubber, Black : HEADLINER Soft Padded Cloth : INSTRUMENT PANEL TRIM Molded Plastic with Black Center Section : STORAGE POCKET, DOOR (1) Molded Plastic, Full-Length; Driver Door : SUN VISOR (2) Padded Vinyl with Driver Side Toll Ticket Strap, Integral to Console			
16WSK	CAB REAR SUSPENSION Air Bag Type	0/0	0	\$0.00
16XXC	COWL TRAY LID	7/4	11	\$200.00
27DTT	WHEELS, FRONT (Accuride 28828) DISC; 22.5x8.25 Rims, Powder Coat Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and with Steel Hubs	0/0	0	\$84.00
28DTT	WHEELS, REAR (Accuride 28828) DUAL DISC; 22.5x8.25 Rims, Powder Coat Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and with Steel Hubs	0/0	0	\$127.00
7382135419	{2} TIRE, FRONT 11R22.5 Load Range H HSC1 (CONTINENTAL), 496 rev/mile, 75 MPH, All-Position	20/0	20	\$138.00
7382135423	{4} TIRE, REAR 11R22.5 Load Range H HDR2 (CONTINENTAL), 491 rev/mile, 75 MPH, Drive	0/60	60	\$208.00
	Total of Product Features			\$121,645.00
	Cab schematic 100GM			
	Location 1: 0316, Orange (Custom)			

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	Chassis schematic N/A			
	Services Section:			
40115	WARRANTY Standard for WorkStar 7300/7400 (4x2, 4x4, 6x4, 6x6), Effective with Vehicles Built January 2, 2015 or Later, CTS-2002U	0/0	0	\$0.00
	Total of Service Features			\$0.00
	Total Component Weight:	7612/4676	12288	
	Total List Price Including Options:			\$121,645.00
1	Henderson Quote Package Four including Henderson Plow & Hitch, Munibody AR400 Floor/201 Stainless Sides -Ends & Rear Discharge /Whelen DOT 3401D with Force America Hydraulics	0/0	0	\$84,890.00
	Total Body Allied:	0/0	0	\$84,890.00

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>	<u>(US DOLLAR)</u>	<u>Price</u>
Factory List Prices:		
Product Items	\$121,645.00	
Service Items	\$0.00	
Total Factory List Price Including Options:		\$121,645.00
Freight Charge	\$2,200.00	
Total Freight:		\$2,200.00
Total Factory List Price Including Freight:		\$123,845.00
Less Customer Allowance:		(\$41,445.00)
Total Vehicle Price:		\$82,400.00
Total Body/Allied Equipment:		\$84,890.00
Total Sale Price:		\$167,290.00
Total Per Vehicle Sales Price:		\$167,290.00
Total For 3 Vehicle Sales:		\$501,870.00
Net Sales Price:		\$501,870.00

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:

Sales Representative 10/19/17

Official Title and Date

Robert Roane

Authorized Signature

Firm or Business Name

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.

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NEBRASKA DOUGLAS COUNTY Purchasing

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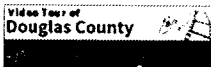
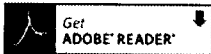
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#	Title	Created Date
121	City of Omaha - Elmwood Park Trail Replacement	26 April 2017
122	City of Omaha - Hanscom Tennis Center Lighting	26 April 2017
123	Request for Information: Tablet-Based Program for Douglas County Corrections	19 April 2017
124	OPW 52828: Oakbrook Channel Stabilization	19 April 2017
125	City of Omaha - 35,000 GVW Truck Chassis, Dump Box, and Spreader	19 April 2017
126	OPW 53151: Concrete Speed Bumps at Various Locations	19 April 2017
127	City of Omaha - Bus Service for Summer Recreation Program - 2017 (Re-Bid)	19 April 2017
128	City of Omaha - Chemicals (Sodium Hypochloride)	19 April 2017
129	City of Omaha - RFP: Radio Frequency Identification System	12 April 2017
130	City of Omaha - Truck-Mounted Brine Distribution System on Roll-Off "A" Frame	12 April 2017

Page 13 of 22

Navigation icons: Home, Previous, 8, ..., 10, 11, 12, 13, 14, ..., 16, 17, Next, End



- [DC PURCHASING HOME](#)
- [BIDS AND PROPOSAL REQUESTS](#)
- [ARCHIVED BIDS AND PROPOSALS](#)
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- [SOIL REMEDIATION](#)
- [ARCHIVED SOIL REMEDIATION](#)
- [FORMS](#)
- [SURPLUS](#)
- [BUSINESS WITH PURCHASING](#)
- [MISSION](#)
- [FREQUENTLY ASKED QUESTIONS](#)
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BUSINESSES

VISITORS

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QUOTES

ARCHIVED QUOTES

PAINT STABILIZATION

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NEIGHBORHOOD STABILIZATION

ARCHIVED NEIGHBORHOOD

STABILIZATION

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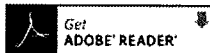
CONTACT US

City of Omaha - 35,000 GVW Truck Chassis, Dump Box, and Spreader

Opening Date: 11:00 a.m. CST on Wednesday, April 19, 2017

Contact Information: Nicole Carlberg via email at Nicole.Carlberg@douglascounty-ne.gov

Description: Per specifications

Link to Documents: [Bid Documents](#); [Addendum #1](#); [Tabulation](#)[◀ Prev](#)[Next ▶](#)[DC PURCHASING HOME](#)[PAINT STABILIZATION](#)[SOIL REMEDIATION](#)[FREQUENTLY ASKED QUESTIONS](#)[BIDS AND PROPOSAL REQUESTS](#)[ARCHIVED PAINT STABILIZATION](#)[ARCHIVED SOIL REMEDIATION](#)[CONTACT US](#)[ARCHIVED BIDS AND PROPOSALS](#)[NEIGHBORHOOD STABILIZATION](#)[FORMS](#)[SURPLUS](#)[BUSINESS WITH PURCHASING](#)[QUOTES](#)[ARCHIVED QUOTES](#)[ARCHIVED NEIGHBORHOOD STABILIZATION](#)[MISSION](#)

BID BOND: 5%

Douglas County Purchasing TABULATION OF BIDS ON: CITY OF OMAHA 35,000 GVW Truck Chassis, Dump Box, and Spreader		Cornhusker International Trucks, Inc.	Cornhusker International Trucks, Inc. Alternate #1	Cornhusker International Trucks, Inc. Alternate #2	Cornhusker International Trucks, Inc. Alternate #3	Wicks Sterling Trucks, Inc.	Wicks Sterling Trucks, Inc. Alternate #1
Date of Opening April 19, 2017		Page 1					
Department FLEET MANAGEMENT		As Read in Bid Committee					
Quantity	DESCRIPTION	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
4 each	35,000 GVW Truck Chassis, Dump Box, and Spreader BID/each:	\$177,973.00	\$179,257.00	\$179,234.00	\$179,504.00	\$181,007.00	\$186,969.00
	Manufacturer:	2018 International Henderson Truck Equipment	2018 International Pro Tech	2018 International Badger Body	2018 International TBEI JCraft	2018 Western Star TBEI Body	2018 Western Star Aspen Body
	Model:	7400 SFA 4x2	7400 SFA 4x2	7400 SFA 4x2	7400 SFA 4x2	4700 SF	4700 SF
	TOTAL BID:	\$711,892.00	\$717,028.00	\$716,936.00	\$718,016.00	\$724,028.00	\$747,876.00
	ADDENDUM #1 ACKNOWLEDGED	YES	YES	YES	YES	YES	YES
	Bid Bond Received:	YES				YES	
	Terms:	Net 10	Net 10	Net 10	Net 10	Net 20	Net 20
	Delivery:	90-120 days	180 days	180 days	160-180 days	180 days	180 days

BID BOND: 5%

Douglas County Purchasing TABULATION OF BIDS ON: CITY OF OMAHA 35,000 GVW Truck Chassis, Dump Box, and Spreader		Wicks Sterling Trucks, Inc. Alternate #2	Wicks Sterling Trucks, Inc. Alternate #3	Wicks Sterling Trucks, Inc. Alternate #4	Wicks Sterling Trucks, Inc. Alternate #5		
Date of Opening April 19, 2017		Page 1					
Department FLEET MANAGEMENT		As Read in Bid Committee					
Quantity	DESCRIPTION	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
4 each	35,000 GVW Truck Chassis, Dump Box, and Spreader	BID/each: \$192,373.00	\$182,839.00	\$186,499.00	\$179,236.00		
	Manufacturer:	2018 Western Star Monroe Body	2018 Western Star Badger Body	2018 Western Star Reading Body	2018 Western Star ProTech Body		
	Model:	4700 SF	4700 SF	4700 SF	4700 SF		
	TOTAL BID:	\$769,492.00	\$731,356.00	\$745,996.00	\$716,944.00		
	ADDENDUM #1 ACKNOWLEDGED	YES	YES	YES	YES		
	Bid Bond Received:						
	Terms:	Net 30	Net 30	Net 30	Net 30		
	Delivery:	180 days	180 days	175 days	180 days		

DOUGLAS COUNTY

PURCHASING DEPARTMENT

1819 FARNAM STREET
902 CIVIC CENTER
OMAHA, NE 68183-0902
PHONE (402) 444-4954 FAX (402) 444-4992

April 14, 2017

NOTICE TO BIDDERS:

REQUEST FOR BID ON

City of Omaha – 35,000 GVW Truck Chassis, Dump Box, and Spreader

Bid Opening Date: Wednesday, April 19, 2017, at 11:00 a.m. CST

ADDENDUM NO. 1:

Please see answers to written questions per the attached page.

END OF ADDENDUM

ACKNOWLEDGE RECEIPT OF THIS ADDENDUM BY SIGNING BELOW AND RETURNING THIS ADDENDUM COVER SHEET WITH YOUR BID.



Nicole Carlberg, Buyer, City of Omaha / Douglas County Purchasing Department

Name of Firm

Signed By

Title

Addendum #1
City of Omaha - 35,000 GVW Truck Chassis, Dump Box, and Spreader
Questions and Answers

Section 38:

38.6 & 38.7 - Are these the same toolbox? No. 38.6 is behind the cab above the frame rails, and 38.7 is in the cab running area between the cab and wheels mounted to the frame side.

If not is 38.6 supposed to be built into the body? There is no room on a 150"CA with the 35" wide Compressor. No. This is an eight inch (8") wide tool storage area behind the cab.

38.6 Calls for a storage area behind the cab and 38.7 calls for a storage area also. The intent is to have 2 storage areas correct? Yes.

Do you want a stationary cab shield separate to cover the cab and to mount the strobes in? Yes.

38.3 Calls out a front bulk head that extends over the air compressor 42.1 calls for a cab protector to be frame-mounted. Do you want a shield to extend just above the air compressor? Do you want a stationary cab shield separate to cover the cab and to mount the strobes in? Yes and Yes.

Section 42

42.1 – The free standing cab shield is still requested correct? Not attached to front of body. Yes

Section 53

53.1 – Is Sherwin Williams Automotive wet paint and primer acceptable on carbon components? After being blasted of course. Specification is for powder coat primer base with polyurethane Omaha orange.

Section 69 – Diesel Compressor

Is this supposed to be removable? The compressor is to be skid mounded. The skid is typically bolted to the truck frame. The compressor would not be removed unless the truck was surplused and the compressor was still serviceable.

69.1 – Spec calls for compressor to be mounted 18" from cab. Even with no cab shield stand, there is only 16" of available space. Compressor should be a minimum of 18" from cab to allow for service and provide for a tool storage area. If you cannot make this work, adjust the CA and/or WB to accommodate.

**DOUGLAS COUNTY
REQUEST FOR BID AND BID SHEET
ON: CITY OF OMAHA 35,000 GVW Truck Chassis, Dump Box, and Spreader**

RETURN BIDS TO:
CITY CLERK
1819 Farnam Street
LC-1 Omaha-Douglas Civic Center
Omaha, NE 68183

Published: March 29, 2017

Page 1

**BID BOND OR CERTIFIED CHECK REQUIRED IN THE AMOUNT 5%
IF THE TOTAL AMOUNT FOR THE ITEM OFFERED IS \$20,000 OR MORE.
BID BOND OR CERTIFIED CHECK SHALL BE MADE PAYABLE TO
"CITY OF OMAHA"**

NOT AN ORDER

Bid Opening Time & Date: 11:00 a.m. CST or Wednesday, April 19, 2017

IMPORTANT

1. Bid must be in the office of the CITY CLERK, 1819 Farnam Street, LC-1, OMAHA-DOUGLAS CIVIC CENTER, Omaha, NE 68183 by the opening date and time indicated in a sealed envelope marked: **BID ON: CITY OF OMAHA 0**
2. As evidence of good faith a bid bond or certified check must be submitted with bid. Bid bond or certified check shall be made payable to "City of Omaha" **FAILURE TO DO SO IS CAUSE FOR REJECTION.**
3. Right is reserved to accept or reject any or all bids in their entirety and the bidders shall have the right to appeal any decision to the City Council. Right is also reserved to accept or reject any part of your bid unless otherwise indicated by you.
4. If Federal Excise Tax applies, show amount of same and deduct. Exemption certificates will be furnished. Do not include tax in bid.
5. **BID MUST INCLUDE ANY DELIVERY OR SHIPPING CHARGES.**
6. When submitting bid on items listed, bidder may on a separate sheet, make suggestions covering reduction in costs wherever this is possible through redesign, change of material or utilization of standard items or quantity change.
7. If you do not bid, return sheets with reason for declining. Failure to do so will indicate your desire to be removed from our mailing list. **TABULATION SHEETS FOR THE BIDS SUBMITTED ARE AVAILABLE ON THE DOUGLAS COUNTY WEBSITE AT www.douglascountypurchasing.org. DO NOT CALL FOR THIS INFORMATION.**

Quote your lowest price, best delivery and terms, F.O.B. delivery point on the item(s) listed below:			
QUANTITY	DESCRIPTION	UNIT PRICE	EXTENSION
4 each	35,000 GVW Truck Chassis, Dump Box, and Spreader per the attached specifications. Manufacturer: _____ Model: _____ Questions regarding this bid should be directed to: Nicole Carlberg via email at Nicole.Carlberg@douglascounty-ne.gov The deadline to submit questions on this bid is 11:00 a.m. on the Thursday before the bid opening date.	BID/each: \$ _____	\$ _____ <i>(5% Bid Bond is to be based upon this amount, if over \$20,000.00)</i>

All bidders awarded a contract in the amount of \$5,000 or more must comply with the Contract Compliance Ordinance and have on file with the Human Rights & Relations Department the Contract Compliance Report (Form CC-1). This report shall be in effect for 24 months from the date received by the Human Rights & Relations Department. Any questions regarding the Contract Compliance Ordinance should be directed to the Human Rights & Relations Department at (402)444-5055.

(PLEASE PRINT LEGIBLY OR TYPE)

Payment Terms _____ %	Firm:	Incorporated In:	
Delivery (or completion) _____ calendar days following award	Name:	Signature:	
	Title:	Phone:	Fax:
	Address:		
	Street/P.O. Box	City	State Zip
Email Address:			

**DOUGLAS COUNTY
REQUEST FOR BID**

ON: CITY OF OMAHA - 35,000 GVW Truck Chassis, Dump Box, and Spreader

NOT AN ORDER

Page 2

BID CLAUSES - TERMS AND CONDITIONS

REQUIREMENTS FOR BID BOND: The surety company issuing the bid bond should be licensed by the State of Nebraska and listed on the current edition of Circular 570 of the United States Department of the Treasury. A certified check, an official bank check, or cashier's checks drawn on a national bank or a bank chartered under the laws of the state, payable to the City of Omaha, or lawful money of the United States, or a United States Government Bond (negotiable) are acceptable substitutes for bond requirements. **LETTERS OF CREDIT AND COMPANY CHECKS ARE NOT ACCEPTABLE SUBSTITUTES FOR A BID BOND AND WOULD BE CAUSE FOR REJECTION OF BID.** If a bidder submits more than one bid, only one bid bond is required; however, the 5% bid bond must be calculated using the highest bid amount of all submitted bids.

Vendor Restrictions: From the date the bid is issued until a determination is announced regarding the selection of the contractor, contact regarding this project between potential consultants/vendors/contractors and individuals employed by the City of Omaha (Omaha) is restricted to only written communication with the person designated as the point of contact for this bid. Once a contractor is preliminarily selected, that contractor is restricted from communicating with Omaha employees with the exception of employees designated to negotiate, discuss or finalize a contract. **Violation of this condition may be considered sufficient cause to reject a contractor's proposal and/or selection irrespective of any other condition.**

Conflict of Interest: Pursuant to Section 8.05 of the Home Rule Charter and all state and local rules, CONTRACTOR assures City of Omaha (CITY) that no elected Official or any officer or CITY employee shall have a financial interest, direct or indirect, in any CITY agreement. In the performance of this agreement, CONTRACTOR will avoid all conflicts of interests or appearances of conflict of interest. CONTRACTOR will report any conflict of interest immediately to the CITY. CONTRACTOR did not and will not provide any money or other benefit of any kind to any CITY employee in the procuring of, facilitation of, and execution of or during the duration of this Agreement.

Drug Free Policy: CONTRACTOR assures City of Omaha that CONTRACTOR has established and maintains a drug free workplace policy.

Unavailability of Funding: Due to possible future reductions including but not limited City of Omaha (CITY), State and/or Federal appropriations, the CITY cannot guarantee the continued availability of funding for this Agreement, notwithstanding the consideration stated in this Agreement. In the event funds to finance this Agreement become unavailable either in full or in part due to such reduction in appropriations, the CITY may terminate the Agreement or reduce the consideration upon notice in writing to Contractor. The notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The CITY shall be the final authority as to the availability of funds. The effective date of such Agreement termination or reduction in consideration shall be specified in the notice as the date of service of the notice or the actual effective date of the CITY, State and/or Federal funding reduction, whichever is later. Provided, that reduction shall not apply to payments made for services satisfactorily completed prior to the effective date. In the event of a reduction of consideration, Contractor may cancel this Agreement as of the effective date of the proposed reduction upon the provision of advance written notice to CITY.

PAYMENT TERMS: Net 30 payment terms shall apply to all invoices billed to the City of Omaha. Payment of invoice amount will occur within 30 days following receipt of invoice or receipt of goods/services, whichever is later.

SIGN ALL COPIES

Firm _____
By _____
Title _____

CONTINUATION SHEET

**DOUGLAS COUNTY
REQUEST FOR BIDS**

ON: CITY OF OMAHA - 35,000 GVW Truck Chassis, Dump Box, and Spreader

NOT AN ORDER

Page 3

BID CLAUSES - TERMS AND CONDITIONS

FLEET DEFECTS: A fleet defect is defined as the failure of identical items covered by the warranty and occurring in the warranty period in a proportion of the vehicles delivered under this contract. For deliveries of 10 to 60 vehicles, the proportion shall be 20 percent. For deliveries of under 10 vehicles, the proportion shall be 50 percent.

Scope of warranty provisions: The manufacturer shall correct a fleet defect by providing parts and labor free of cost to the buyer. After correcting the defect, the manufacturer shall promptly undertake and complete a work program reasonably designed to prevent the occurrence of the same defect in all other vehicles purchased under this contract. The work program shall include inspection and/or correction of the potential of defective parts in all of the vehicles. The warranty on items determined to be fleet defects shall be extended for the time and/or miles of the original warranty. This extended warranty shall begin on the date a fleet defect was determined to exist or on the repair/replacement date for corrected items.

DULY LICENSED: Bidders must be duly licensed and authorized to sell the requested products under the Nebraska Motor Vehicle Industry Licensing Act, Neb. Rev. Stat. Section 60-1401 et seq., as of the date of bid. Bidders must indicate delivery time for this vehicle type on bid sheet.

NOTE: Each bid shall be accompanied by: (1) proof that the bidder holds, as of the date of the bid, a Nebraska Motor Vehicle Dealer's License issued under the Nebraska Motor Vehicle Industry Licensing Act, Neb. Rev. Stat. Section 60-1401.01 et seq.; and (2) name of the bidder's salesperson, and proof that the bidder's salesperson holds, as of the date of the bid, a Nebraska Motor Vehicle Salesperson's License under the aforesaid Act; and (3) name of the manufacturer of the product and proof that the manufacturer holds, as of the date of the bid, a Nebraska Motor Vehicle Manufacturer's or Distributor's License under the aforesaid Act. Failure to comply with these requirements may result in the bid being rejected.

PURCHASE OF ADDITIONAL UNITS: Bidders must provide a date for the below statement.

The purchase of additional units by the City of Omaha or Douglas County under this contract award shall be held firm through the following date: ____/____/____.

Exceptions to Specifications: Any and all deviations will be so noted on the attached "Exceptions to Specifications" sheet.

LIQUIDATED DAMAGES: Liquidated damages will be assessed at a rate of 1% of purchase order total per calendar day that satisfactory delivery has exceeded 45 days from the date of delivery of vehicle/equipment to successful vendor awarded this bid. The amount will be deducted from any monies due the Contractor by the City of Omaha.

SIGN ALL COPIES

Firm _____
By _____
Title _____

CONTINUATION SHEET

**DOUGLAS COUNTY
REQUEST FOR BID**

ON: CITY OF OMAHA - 35,000 GVW Truck Chassis, Dump Box, and Spreader

NOT AN ORDER

Page 4

BID CLAUSES - TERMS AND CONDITIONS

Equal Employment Opportunity: In accordance with the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §48-1122, the Contractor agrees that neither it nor any of its subcontractors shall discriminate against any employee, or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privileges of employment because of the race, color, religion, sex, disability, or national origin of the employee or applicant.

New Employee Work Eligibility Status (Neb. Rev. Stat. §4-108-114)

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.

SIGN ALL COPIES

Firm _____
By _____
Title _____

CONTINUATION SHEET

Responsible Contractor Compliance Form RC-1



1. Regulation:

A. Article IV, Division I of Chapter 10 of the Omaha Municipal Code thereon require:

1. That all contractors who submit a bid to City of Omaha shall designate a representative who on behalf of the Contractor, shall fill out completely a Responsible Contractor Compliance Form (RC-1). An incomplete or unsigned RC-1 form will make your bid null and void.

2. Filing this Report (please initial in the boxes below):

- Contractor agrees that Contractor will not knowingly employ or hire an employee not lawfully authorized to perform employment in the United States and that the Contractor and all sub-contractors shall use E-Verify to determine work eligibility.
- Contractor agrees that Contractor will not knowingly violate Nebraska's Misclassification of Employee law (Neb. Rev. Stat. Section 48-2901 et seq.).
- Contractor agrees that Contractor will not knowingly violate Nebraska's Fair Labor Standards Law (Neb. Rev. Stat. Section 73-104 et seq.).
- Contractor has not been convicted of any tax violations (local, State and Federal) within the last three years from the date this bid is submitted.
- Contractor has not, upon final determination by the Occupational Safety and Health Administration, been convicted of a criminal, repeat, or willful violation of the Occupational Safety and Health Act (OSHA) or been convicted of 3 (three) separate "serious" OSHA violations within the past three (3) years.
- Contractor agrees to make a good faith effort to ensure all subcontractors employed on this project comply with the provisions of the Responsible Contractor Compliance Form RC-1.

Signature

Date

By signing, I verify on behalf of the Contractor that the information above is true and correct. Filing false information carries a penalty of up to a \$500 fine or six months in jail. In addition, the contractor and sub-contractors can be subject to immediate disqualification and prohibited from any future City of Omaha contract for a period of 10 years.

35000 GWV TRUCK CHASSIS AND CAB

GENERAL:

			The vehicle is to be latest current model of standard design manufactured, complete with all standard equipment, tools, and warranty. Bidders are to supply full description and descriptive materials on unit bid with the proposal. Truck must comply with current provisions of the National Traffic and Motor Vehicle Safety Act. This truck will have a 12 foot dump box.
--	--	--	---

Meet Specification - Please indicate - (if other explain on comment line)

			1.1 Not less than 35,000 pounds State GVWR
--	--	--	--

Other or Comments _____

- | | | | |
|--|--|--|---|
| | | | 2.1 Combination steel and fiberglass with ventilator and tilt type hood assembly with stationary grille. |
| | | | 2.2 Dual exterior cab grab handles or single with dual interior handles. |
| | | | 2.3 Safety glass throughout. |
| | | | 2.4 Both seats to be "National Cushion Air 195 Air High Backs," fully adjustable seats with heavy duty vinyl trim or equal. |
| | | | 2.5 Dual sun visors and door locks. |
| | | | 2.6 Fresh air heavy duty hot water heater with dual defroster. |
| | | | 2.7 Seat belts. |
| | | | 2.8 Cab dimensions to be approximately: Shoulder room, 70.0 inches; and Floor to headliner, 56.6 inches. |
| | | | 2.9 Shall be equipped with AM-FM radio. |
| | | | 2.10 Interior finished to exclude excessive noise and weather. |
| | | | 2.11 Floor coverings will be rubber matting type. |
| | | | 2.12 Head restraints or high back for outboard seats. |
| | | | 2.13 Insulated headliner. |
| | | | 2.14 Cab to be air ride mount. |
| | | | 2.15 To have factory manual A/C. |
| | | | 2.16 To have dual electric or air horns. |
| | | | 2.17 2 WAY RADIO Wiring with 20 amp fuse protection includes ignition wire with 5 amp fuse with 10 foot of coiled wire. To terminate in overhead console. |

Other or Comments _____

- | | | | |
|--|--|--|--|
| | | | 3.1 Cab, body, and fenders will be standard City of Omaha Orange. |
| | | | 3.2 All paint will be base coat/clear coat acrylic, activator hardened acrylic or polyurethane type. |

Other or Comments _____

			4.1 Shall be equipped with right and left electric heated, outside mounted (West Coast or breakaway design) type 7.44 inch X 14.84 inch minimum fully adjustable mirrors, mounted on extension type brackets. Shall have a 7.44 inches minimum convex mirror mounted on right and left side of vehicle. Mirrors to be stainless steel or plastic with powder coated arms.
--	--	--	---

Other or Comments _____

			5.1 Wheel base shall be approximately 220" or minimum for body.
--	--	--	---

Other or Comments _____

			6.1 Heavy duty C-channel single frame with a minimum of 120,000 PSI rails, minimum of 2,500,000 RBM and a minimum of 17.2 cubic section modules.
			6.2 Frame shall have a minimum of twenty (20) inches integral front frame extension with the same strength as the main frame for mounting of a crankshaft driven hydraulic pump frame and plow frame.
			6.3 Must have clean frame from cab to front of left and right front rear driving wheels.
			6.4 Front cross member to meet specifications of SAE #C hydraulic pump.
Other or Comments _____			
			7.1 Cab to axle measurement shall approximately 150". Unit shall be set forward axle This unit will be used to plow snow with an 10 foot plow. AF minimum 63"
Other or Comments _____			
			8.1 Delete manufacturer's standard bumper.
			8.1 To fabricate City of Omaha front bumper/plow mount.
Other or Comments _____			
			9.0 One (1) fifty (50) gallon safety type fuel tank on left side. Minimum of ten (10) gallons of fuel when unit is delivered. Fuel tank not to extend behind cab.
Other or Comments _____			
			10.1 Halogen headlights with high/low beam; parking, dome, tail, backup, and stop lights.
			10.2 To have electric backup alarm.
			10.3 Auxiliary harness for auxiliary front headlights and turn signals for front plow applications.
			10.4 All clearance/marker lights, stop, turn, tail and backup lights to be LED type.
			10.5 Body building wiring to rear of frame, option 08 HAE if IHC is successful bidder or equal.
			10.6 TAIL LIGHT WIRING MODIFIED INCLUDES: Eight (8) foot of extra wiring for left and right. Body mounted tail lights. OPTION: 08 NAA if IHC is successful bidder.
			10.7 Auxiliary front plow light harness for headlights and turn signals.
			10.8 NOTE: Must include lights accommodation package that provides wiring for the snow plow lights to the front of the frame. This feature includes logic for disabling headlights when the plow lights are on.
			10.9 To have Hella combination plow/turn signal PN 996174051 & 996174061
			10.10 To have stainless steel plow light bracket PN 00115237 or equal
Other or Comments _____			
			11.1 Key locking starter switch
			11.2 Head, parking and dome light switches, headlight beam control, turn signal indicator lights and high beam indicator light.
			11.3 Shall have speedometer.
			11.4 Voltmeter, fuel, oil pressure, air pressure, coolant temperature, engine hour meter and RPM gauges.
			11.5 To have oil change indicator lights.
			11.6 All gauges shall be needle type located in dash panel.
			11.7 Gauges shall be equipped with automatic engine shut down device to protect against low oil pressure and high coolant temperatures.
Other or Comments _____			

			12.1 To supply and mount electric brake controller for two (2) axle trailer.
			12.2 Electric trailer brake, light wiring to rear of truck.
			12.3 Trailer connection socket seven (7) way RV flat pin mounted at rear of truck.
Other or Comments			
			13.1 Dual, intermittent, two (2) speed electric, windshield wipers with dual windshield washer; all factory installed.
Other or Comments			
			14.1 Manufacturer's recommended power steering.
			14.2 Tilt steering wheel with self canceling turn signals.
Other or Comments			
			15.1 Diesel engine with SAE J-816-B rating. Minimum net horsepower of 260 HP and a minimum net torque of 660 foot pounds and minimum displacement of 7.0 LT.
			15.2 Engine to be Cummins ISC.
			15.3 Engine shall be equipped with cold weather starting aid.
			15.4 Engine noise levels must be within Federal OSHA Regulations.
			15.5 Unit must have fast idle switch.
			15.6 Engine oil pan to be powder coated to prevent corrosion.
Other or Comments			
			16.1 Shall be equipped with the following: governor, heavy duty two stage dry type air cleaner with inside-outside air control with in cab control, Racor (Model 325R or approved equal) fuel/water separator filter with coolant thermostat and dash warning lights.
			17.1 Three (3) twelve (12) volt batteries must deliver a total of at least 1950 CCA .
			17.2 Remote mounted jump start stud.
Other or Comments			
			18.1 Frame mounted right side horizontal muffler with vertical tailpipe and muffler turn out
Other or Comments			
			19.1 Twelve (12) volt 130 amperes minimum.
Other or Comments			
			20.1 Full flow with throw away type element.
Other or Comments			
			21.1 Manufacturer's heaviest duty, cooling capacity system must be furnished.
			21.2 Coolant recovery system required.
			21.3 Ethylene glycol base antifreeze protection to minus (-) 35 degrees below zero Fahrenheit for all trucks delivered.
			21.4 If required, unit to be equipped with an Engine Oil Cooler.
			21.5 If required, increased capacity with water filter, heavy duty viscous fan drive.
			21.6 The radiator must be situated in a manner where the power take off shaft does not pass through it OR the radiator cutout shall be reinforced to protect the radiator in the event the power take off shaft becomes loose.
Other or Comments			

			22.1 Allison 3500 RDS wide ratio six (6) speed with PTO gear, with oil level sensor.
			22.2 Shifter to be T-bar type or push button.
			22.3 To have auxiliary input and output package.
			22.4 Transmission control module to be located inside cab, if available.
Other or Comments			
			23.1 12,000 pounds minimum capacity, I-beam constructed.
Other or Comments			
			24.1 Manufacturer's power steering for a 12,000 pound front axle.
Other or Comments			
			25.1 23,000 pounds minimum capacity, single reduction type (Rockwell RS23-160) for on-of highway use, equipped with driver controlled differential lock.
			25.2 Adequate gear ratios must be available to sustain road speed of 65 MPH at governor RPM.
Other or Comments			
			26.1 Heavy duty drive line tube, main drive line U-joints, 1710 Spicer minimum.
Other or Comments			
			27.1 Minimum of 6,000 lb capacity at ground on each side of front.
Other or Comments			
			28.1 Minimum of 11,500 lb capacity at ground at each side of rear, plus leaf type auxiliary springs, minimum 2,250 lb capacity on each side of rear.
Other or Comments			
			29.1 Full air brakes with low air warning device. Air compressor minimum of thirteen point two (13.2) C.FM pressure oiled from truck engine.
			29.2 Front brakes 16.5 inch x 5 inch, "S" cam double anchor type minimum. Shall be equipped with air dryer Bendix AD-IP or equivalent. Must have spin on filter.
			29.3 Rear brakes 16 1/2 inch x 7 inch, "S" cam double anchor type minimum.
			29.4 To have automatic adjusting Slack adjuster.
			29.5 To have drain valves for all tanks conveniently operated from side of truck.
			29.6 Air brake ABS full vehicle wheel control system.
Other or Comments			
			30.1 Piggy back mounted spring actuated, on rear driving wheels with air operated dash mounted control.
Other or Comments			
			31.1 Disc Hub Pilot wheels front and rear. Rear tires: four (4) heavy duty truck type 11R22x5, G rating minimum mounted on 8.25 inch rims. Mud and snow tread design. To have one front and rear spare tires mounted on rims. Tires to be Goodyear, Firestone, General, Bridgestone or Michelin brand.
			31.2 Front tires: Two (2) heavy duty truck type 11R22.5 H rated minimum, mounted on 8.25 wheels, highway tread design.
Other or Comments			

			32.1 120 volt, factory standard engine heater with three prong plug and weather tight receptacle mounted outside of engine compartment.
			32.2 No dealer decals.
			32.3 Auxiliary step right and left side for easy access into truck cab.
			32.2 Successful bidder shall install, Insta-Chain 6-strand automatic tire snow chains.
			32.4 Bidder shall provide diagnostic software sets for vehicle and engine.
Other or Comments			
			33.1 Regular manufacturer's standard warranty, manufacturer's statement of origin, and completed pre-delivery inspection certificates required with each unit delivered.
			33.2 The manufacturer's standard warranty shall be state in the bid.
			33.2.1 A minimum warranty of two (2) years, 24,000 miles or other manufacturer's standard warranty, whichever is greater, is required.
			33.3 Manufacturer's written warranty including engine, transmission and differential must accompany delivered unit.
			33.4 The vendor will be responsible for providing all warranty work with twenty five (25) drivable miles form 72nd and Dodge. If warranty work is not available within the above described, the vendor will be responsible for any cost including transportation.
			33.5 The vendor must be able to provide warranty with twenty four (24) hours of break down. If there is no local dealer the vendor must locate and/or provide the work within the twenty four (24) hour time frame.
			33.6 The vendor must able to provide needed parts with twenty four (24) hours of break down. If shipping by air is needed, the dealer will be responsible for any additional cost.
Other or Comments			
			34.1 Operators manuals must be furnished and accompany each unit delivered.
			34.2 All manuals must be furnished prior to payment. Failure to deliver all manuals that ordered may result in non-payment of ten percent of purchase order total until all manuals are delivered. The following books and manuals will be required. SEE below.
			34.2.1 Two (2) complete parts books.
			34.2.2 Two (2) Service/maintenance manuals on all components of unit.
			34.2.3 Two (2) Engine Emissions Diagnostic Testing manuals or software.
			34.3 Manuals, PC Software must be current year for vehicle.
Other or Comments			
			35.1 Dealer's decals, stickers or other signs shall not be put on units. Manufacturer's nameplates, stampings and other signs are acceptable.
Other or Comments			
			36.1 Unit to be delivered within 180 days to the City of Omaha, Fleet Management Facility at 2606 North 26th Street, fully serviced to recommended new vehicle specifications. If the vendor is not in the City of Omaha area, the City will not be responsible for any cost from pickup or the delivery of any vehicle or mounted equipment.
			36.2 Bidder shall state delivery time with bid. Bid will not be considered if not listed.
Other or Comments			

SPECIFICATIONS FOR DUMP BODY AND HYDRAULIC SYSTEM

QTY	UNIT	DESCRIPTION	REMARKS
			<p>The Dump Body to be the latest current model of standard design manufactured, complete with all standard equipment, tools, and warranty. Bidders are to supply full description and descriptive material on unit bid with the proposal. Vehicle must comply with current provisions of the National Traffic and Motor Vehicle Safety Act. Dump body shall be designed for the use with a 35,000 GVW Cab and Chassis single axle. The dump body, hoist,hydraulic pump, hydraulic power drive and controls are to be of the latest current models manufactured.</p> <p>Bidders are to supply full description and descriptive materials on unit bid with the proposal. It is the intent of these specifications to provide a compatible unit with a load sensing hydraulic system. The system shall be capable of operating without loss of gain of power when the plow, salt/sand material spreader and the dump body are in use at the same time. It is the successful bidder's responsibility to provide and install this type of unit. Unit furnished shall have the capability to lower box without engine running.</p>
Meet Specification - Please indicate - (if other explain on comment line).			
			37.1 Dump body shall be completely powered by hydraulics and shall be designed to dump to rear of vehicle using a telescopic type cylinder.
Other or Comments _____			
			38.1 Length to be 12 feet.
			38.2 Width Inside: 84 inches minimum.
			38.3 Font Bulk Head: Stainless steel construction and include a protector that extends a minimum of 24" over the air compressor.
			38.4 Floor: Minimum of 1/4 inches with High Tensile abrasion resisting AR 400 steel.
			38.5 Sides: Approximately 12" Fixed 12 gauge stainless steel with material shedding top rails vertical side braces. Sides to be welded in stake style.
			38.6 To include a fabricated tool storage area behind the cab. 8"W x 13" H x 90" L
			38.7 To include heavy duty fabricated open top tool storage areas behind cab running area between cab and wheels. To be bolted to frame and maximum allowable size.
			38.8 Box to have welded "D" rings to secure the spreader into the box.
Other or Comments _____			
			39.1 Removable 12" 10 gauge stainless steel constructed with fully perimeter box bracing, two intermediate vertical braces and one intermediate horizontal brace hinged at bottom.
Other or Comments _____			
			40.1 Western stainless understructure or stacked structural.
			40.2 Hoist minimum 12.5T @ 45 degree dump.
Other or Comments _____			
			41.1 All joints and seams shall be fully welded inside, outside of dump body, sub frame and tailgate. Skip welding not acceptable.
Other or Comments _____			
			42.1 All steel constructed, 10 gauge stainless steel minimum, fully welded and gusseted, leading edge of cab protector shall be a box type construction for added strength. Cab protector to be frame mounted and cover a minimum of 24 inches of the cab.
Other or Comments _____			

			43.1 Two (2) Federal Signal part #454301-AB LED Highlighter strobe lights with clear lens and amber and blue LED's are to be mounted on top of the dump box cab protector on each side. The lights are to be mounted so the base is flush with the highest point of the cab protector.
			43.3 Taillight to be LED Truck Lite 5072 and 5073 with weatherpack waterproof connectors. Lights to be mounted outboard so visible when pulling small trailers.
			43.4 All lights are to be LED. Install three (3) bar light in skirt.
			43.5 LED arrow stick mounted on front bulkhead of box Federal Signal 42" LED Arrow stick to be mounted so visible from rear of truck. Arrow stick to be model SMLED8 with standard controls.
			43.6 Federal Signal Corporation Signal Tech Led one 607101-2 Amber and one 607101-03 Blue or approved equal. Amber L/S – Blue R/S mounted in SS boxes
Other or Comments			
			44.1 The hydraulic system shall provide hydraulic power for the operation of the hydraulically driven dump body, snow plow lift, snow plow swing and a 11 foot V-box salt/sand material spreader and spinner valve for a total of 5 valves.
			44.2 They hydraulic system shall be set to operate in 1500 to 3200 PSI as required.
			44.3 Shall be protected with a pressure relief valve.
			44.4 all components of hydraulic system shall be rated to withstand all pressures encountered.
			44.5 Must have manual hydraulic dump valve and cushion valve mounted on plow frame to release hydraulic pressure from plow back to tank so you can hook and unhook hydraulic hoses.
			44.6 Hydraulic pump shall be front of engine, crankshaft driven. Drive line from front of engine to hydraulic pump shall be of tubular construction with slip yoke. It is very important that the drive line be balanced and aligned properly to eliminate vibration.
Other or Comments			
			45.1 Hydraulic pump shall be Force America PVWJ loading sensing type or approved equal, designed for continuous operation capable of delivering up to 42 GPM upon demand contingent on pump RPM.
			45.2 To have electric low oil shut down valve mounted directly to the pump and controlled by the hydraulics. Tank level to have guarded over ride switch located in cab switch package
Other or Comments			
			46.1 Shall be combined assembly. To be mounted to frame as close as possible to cab. To be Force America VT 35 or approved equal.
			46.2 Must be able to fill hydraulic tank with the box in the down position.
			46.3 To have low oil indicator in tank and a light on dash in driver's view.
			46.4 To have dry compartment for control valves.
			46.5 It shall be the responsibility of the successful bidder to demonstrate compliance of these specifications for the spreader control.
			46.6 Hydraulic tank must have minimum of 10 inches of ground clearance.
Other or Comments			

			47.1 To have five (5) valves SA Hoist, SA Plow up/down with float, DA plow swing, valve to control hopper spreader and spinner.
			47.2 Manual override levers for plow and dump body.
			47.3 The five (5) valve assemble sections with all related items are to be capable of operating all hydraulic functions listed above.
			47.4 Valves to be located in dry compartment in hydraulic tank with easy access.
			47.5 The controls for the above are to be incorporated within the Force America 6100 control box and/or approved equal.
			47.6 The spreader will operate in a close loop.
			47.7 The spreader system must be capable of maintaining a desired amount of material form 50 pounds per lane mile to 1,000 pounds per land mile plus or minus 5 percent.
			47.8 Spreader controls to be Force America 6100. Controls for all valve functions and electronic spreader control will be integrated into a single, self-contained control center. The control center shall be a padded armrest style. The electronic controller shall be modular fully proportional two (2) stick controller to operate all cylinder functions. There shall be four (4) auxiliary switches between the joystick and spreader controls. One (1) switch for main power and three (3) switches for direct liquid lane control (Left, Center, Right). Spreader shall operate in closed loop.
			47.9 The dual stick control shall include the following features. A momentary push button at the top of both sticks to provide interlock. A solid state red LED labeled Hoist and Plow shall illuminate when the driver engages the interlock button. The LED shall remain illuminated while the hoist or plow is under operation. The interlock LED shall be integrated into the communication control circuit and will time out after a period of hoist inactivity. The dual stick communications hardware/software shall include four (4) integral float options. The use of add on float modules is unacceptable. For flexibility of use the integral float programming shall have the following standard features: Four (4) axis functional float on any of all of the outputs with selectable forward/back, right/left functionality, three (3) or four (4) functionality, selectable three (3) second float delay timer and optional float enable switch inputs. To insure longevity of performance all lighting to be solid state LED technology.
			47.10 Left joystick to control plow and Right joystick to control hoist.
			47.11 Spreader display unit shall be a modular "head up" display, mounted to truck dash in easy view of the operator. The heads up display will also provide four warning light options illuminated in red for low oil, body up, oil temperature, and filter bypass. Text display shall consist of a two line alphanumeric florescent display that shall inform the operator of spread rate information (US or metric) and calibration parameters.
Other or Comments			
			48.1 Suction line from oil reservoir to hydraulic pump shall be two (2) inch ID SAE-100-4.
			48.2 shall be clamped with heavy duty bolt type clamps, shall be fastened to truck frame at three (3) foot spacing with steel clamps, and they shall not compress or kink hose.
			48.3 Shall be Weatherhead H039. (NO EXCEPTIONS)
Other or Comments			
			49.1 Control valves return line to oil reservoir shall be one and one quarter (1 1/4) inch ID. Single wire braid SAE-100-R1. Shall be Weatherhead H100 R1. (NO EXCEPTIONS)
Other or Comments			

			50.1 All hydraulic pressure hoses shall be a minimum of two (2) wire braid, with a bursting pressure of four (4) times the operating pressure.
			50.2 All hydraulic hoses to have high pressure swivel couplings each end.
			50.3 Pressure hoses from control valves to snow plow lift and swing cylinders shall be one-half (1/2) inch ID and shall extend 12 inches beyond left exterior side of grille assemble and shall be capped.
			50.4 Pressure hoses shall be securely fastened to inside of truck frame at thee (3) foot spacing with rubber covered steel flanges.
			50.5 Shall be Weatherhead H425 of 245. (NO EXCEPTIONS)
			50.6 Pressure hoses from control valves to dump body lift cylinders shall be three quarter (3/4) inch ID.
			50.7 Pressure hose from hydraulic pump to control valves shall be one (1) inch ID and shall be securely fastened to the truck frame at three (3) foot spacing with rubber covered steel clamps.
			50.8 To install three (3) hoses to rear of truck. One (1) for spinner, one (1) for spreader and one (1) return. Must use drip less couplers compatible with current City couplers.
			50.9 Couplers to be mounted several inches inside truck frame and have rubber plugs installed for covering when not in use.
			50.10 To include front plow couplers, plow ram and plow ram arm. Couplers to have rubber plugs installed for covering when not in use.
Other or Comments			
			51.1 To have eight (8) switch package as part of the center console.
			51.1.1 Switches to be labeled and powered as follows:
			51.1.2 Strobes, On/Off, Ignition
			51.1.3 Spreader Light, On/Off, Ignition
			51.1.4 Low oil override, Momentary Guarded, Ignition
			51.1.5 Pre-Wet On/Off
			51.1.6 Four (4) Aux On/Off Switches
			51.1.7 The pre wet switch to be in the control panel and a labeled red light on the dash to show when the tanks are empty. Bidder is responsible for installing switch, light and wiring. The switch must be able to manually turn off prewet. The float must be able to turn off prewet and turn on light when tanks are empty.
			51.2 Spreader control harness and wiring to rear of truck will be set up for granular, prewet and liquid. Plug in to be a Boss plug compatible with other City of Omaha trucks. Fleet Management will provide wire locations in Boss plug.
			51.3 Direct liquid harness to hook up to current City of Omaha brine units.
			51.4 All body clearance lights, cluster and reflectors to be furnished, installed and connected to comply with current provisions of Federal regulations. All lights to be LED type.
			51.5 All wiring to be run in plastic loom and securely fastened to body.
			51.6 If taillights are removed from frame, they are to be reinstalled and wired outside of frame at rear.
Other or Comments			

52.1 MOUNTING			
			52.1 Mounting of hydraulic pump drive, hydraulic pump, reservoir dump hoist, dump body, hopper, plow and all hydraulic components to the truck chassis shall be accomplished by the successful bidder, cost of which shall not be paid for directly, but shall be considered incidental to the bid price. Unit shall be mounted within 20 days from delivery date of truck chassis.
			52.2 All mounting bolts shall be heat treated grade eight (8) minimum.
			52.3 All bolts used for manufacture and mounting shall meet SAEJ 429 specifications.
			52.4 All mounting bolts shall be drilled.
			52.5 Truck frame flanges shall not be drilled or welded for mounting dump body components to truck frame.
			52.6 Hydraulic oil reservoir interior, exterior and dump body shall be thoroughly cleansed (sandblasted) to remove weld slag, splatter, mill scale and rust.
Other or Comments _____			
53.1 PAINT			
			53.1 Vendor to use powder coat primer base and top coat with Polyurethane Omaha orange.
			53.2 Paint should be a minimum of 4.0 dry film thickness.
Other or Comments _____			
52.1.1 MANUALS			
			52.1 The following sets of manuals shall be provided with each unit on all components of unit.
			52.1.1 Two (2) copies of maintenance and operation manuals.
			52.1.2 Two (2) copies of parts lists on all components of unit.
			52.1.3 Two (2) copies of hydraulic circuits.
			52.1.4 Two (2) copies of electrical circuits.
Other or Comments _____			
53.1 BODY			
			53.1 To have hinged ladder on left side of box.
			53.2 Built in dual safety bar to support dump body in 3/4 up-position while making repairs.
			53.3 Body to be equipped with flexible type mud guards minimum of 28 inches long at rear of dump box.
			53.4 No dealer decals.
			53.5 To include and install rear bumper complete with PHT-90-A pintle hook or equivalent.
Other or Comments _____			
54.1 TRAVEL			
			54.1 If the units are installed outside the Metro Area, a pre-delivery inspection to be completed prior to shipping. If factory is greater than 400 miles away, the suppliers to provide air fare and lodging for three (3) City of Omaha personnel and provide ample time to complete the pre-delivery inspection in supplier location. If less than 400 miles ground transportation to and lodging to be provided.
Other or Comments _____			

Yes	No	Other	55.0. WARRANTY
			55.1 The successful bidder shall warranty all components of the Dump Body for one (1) full year from date of satisfactory delivery. The warranty shall cover materials and workmanship.
			55.2 Manufacturer's standard warranty to apply and include one (1) year total parts and labor warranty and for 12,000 miles after satisfactory acceptance of the vehicle.
			55.3 The vendor will be responsible for providing all warranty work within 25 drivable miles from 72 and Dodge. If warranty work is not available within the above described, the vendor will be responsible for any cost including transportation.
			55.4 The vendor must be able to provide warranty work within 24 hour of break down. If there is no local dealer the vendor must locate and/or provide the work within the 24 hour time frame.
			55.5 The vendor must be able to provide needed parts with 24 hours of break down. If shipping by air is needed, the dealer will be responsible for any additional cost.
			55.6 If no local dealer the vendor is to state how they will provide parts and timetable. This information must be included in the bid.
Other or Comments			
			56.1 Unit to be delivered with in 180 days to the City of Omaha, Fleet Management Facility, 2606 North 26th Street, fully serviced to recommended new vehicle specifications. If the vendor is not in the City of Omaha area, the City will not be responsible for any cost from pickup or the delivery or mounted equipment.
Other or Comments			

SPECIFICATIONS FOR HYDRAULIC OPERATED 11' SPREADER

GENERAL:

			<p>The spreader to be the latest current model of standard design manufactured, completed with all standard equipment, tools and warranty. Bidders are to supply full description and descriptive materials on unit bid with the proposal.</p> <p>The spreader hopper to be constructed of 304-2B Stainless Steel</p> <p>Unit shall consist of body, feed conveyor, spinner disc, hydraulic power drive and all components necessary to make a complete operating unit.</p> <p>Spreaders to be installed on 2017 35,000 GVW dump truck with a 12' dump body. Units must be capable of being operated by a Force America 6100 control box.</p> <p>All metal items on spreader to be stainless steel. (Light boxes, bolts, screws, etc..)</p> <p>No skip welding, all joints and seams to be fully welded.</p>
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Meet Specification - Please indicate - (if other explain on comment line).

			57.1 Hopper body length shall be 11 feet.
			57.2 Struck Capacity, approximately 5.0 cubic yards.
			57.3 Approximately 78" top inside width.
			57.4 Approximately 50" side, height
			57.5 Body sides slope 45 degrees for easy flow of material.
			57.6 Longitudinal sills to be a minimum 7 gauge.
			57.7 Body ends (front & rear) are sloped 18 degrees with inside welds continuous top to bottom minimum 10 gauge stainless steel
			57.8 Conveyor bottom shall be a minimum of 7 gauge.
			57.9 Top screens with 3/8 diameter rods positioned to form a square opening of 2 1/4"
			57.10 Feed gate approximately 10"x18" 10 gauge adjustable
			57.11 All hardware to be stainless steel.
			57.12 Four (4) lift hooks, one at each corner, are 1/4" x 2" formed stainless steel plate.
			57.13 An inverted "V" shaped 10 gauge stainless section installed over conveyor chain. Bolts to body sides and adjustable in height, installed at factory.
			57.14 Spreader to have Stainless Steel self loading bolt on leg kit.

Other or Comments _____

			58.1 Approximate 24" wide all steel, pintle type chain.
			58.2 Cross bars of 3/8" x 1 1/2" spaced on 5" centers.
			58.3 Drive shaft is 2" diameter.
			58.4 Idler shaft is 2" diameter.
			58.5 Two (2) 5/8" zinc plated spring loaded chain adjusters with 3" minimum thread
			58.6 Pins are 7/16" diameter. Chain pitch approximately 2 1/4".
			58.7 6.75" sprockets, 8 tooth cast iron or dropped forged.
			58.8 Two (2) qt stainless or plastic chain oiler with petcock.

Other or Comments _____

			59.1 Hi-tensile cast iron housing, oil tight with breather and oil level plug.
			59.2 50:1 reduction worm gear. Steel worm is hardened and ground.
			59.3 Gear is aluminum bronze
			59.4 Output bearing is a greaseable roller type.
			59.5 Hydraulic motor is direct mounted to gear case.
			59.6 White brand gearotor type hydraulic motor with sensor mounted between motor and drive.

Other or Comments _____

			60.1 10 gauge stainless steel one (1) piece totally enclosed with removable access door.
			60.2 Two (2) internal baffles are "slide rod" adjustable for control of material placement into the spinner.
			60.3 Four (4) sectional deflectors with overlapping corners are "rod and clip pin" adjustable for complete control of spread direction and chassis undercarriage protection.
			60.4 Both deflectors and baffles are hand adjustable without tools.
			60.5 Spread range of 4' to 40'
			60.6 Frame mount chute adjustable from 26" to 38" in 4 or more 3" increments.
Other or Comments			
			61.1 10 gauge stainless steel or poly 20" diameter disc.
			61.2 Six (6) 10 gauge 409 Stainless Steel bolt on replacement "G" shaped fins.
			61.3 Hydraulic motor mounts directly to the top of spinner disc (1" motor output shaft).
			61.4 Char-Lynn gerotor type H series motor (#101-1311)
Other or Comments			
			62.1 Painting only on bare steel, not on stainless steel.
			62.2 Paint to be manufacture standard colors.
			62.3 Non-stainless components to be cleaned and primed before painting with a urethane finish. After paint all components will be oven cured prior to assembly.
Other or Comments			
			63.1 A mounting kit shall be provided and include: four load binders and four chains. All components must have sufficient rating to safely secure the unit being bid.
Other or Comments			
			64.1 The successful bidder to supply the spreader with drip less hydraulic quick couplers on all hydraulic fittings. All hoses and fittings to be pipe thread Couplers to be Eaton Coupler part # 5601-6-6 and 5602-6-6
Other or Comments			

			65.1 To have a "Boss" plug wired to the City of Omaha current configuration.
			65.2 To have one (1) 12 volt LED spinner light.
			65.3 Spreader to have stainless steel light boxes containing the following lights. LED Truck Lite 5072 and 5073 with weaterpack waterproof connectors. Federal Signal Corporation Signal Tech Led one 607101-2 Amber and one 607101-03 Blue or approved equal. Amber L/S – Blue R/S mounted
Other or Comments _____			
			66.1 Spreader unit to be equipped with (2) two side tanks having a minimum combined capacity of 250 gallons or as large at spreader allows.
			66.2 Pre-wet pump must be hydraulically operated and run from the hydraulic oil return line from the spreader drive gear box.
			66.3 Spray hoses to be located at the inside top of spreader chute.
			66.4 Pre-wet system must have cleanable filter located in the lines before the tanks.
			66.5 Unit must be equipped with an electric controlled shut off solenoid, a manual flow control and electric float switch in the tank to shut off solenoid if the tank runs dry.
			66.6 Tank straps to be stainless steel.
Other or Comments _____			
			67.1 The vendor must be able to provide warranty work within 24 hours of the break down. If there is no local dealer, the vendor must located and/or provide the work within the 24 hour time frame.
			67.2 The vendor must be able to provide needed parts within 24 hours of break down. If shipping by air is needed, the dealer will be responsible for any additional cost.
			67.3 Manufacturer's standard warranty to apply and to include one year total parts and labors warranty after satisfactory acceptance of the vehicle.
			67.4 The vender will be responsibility for providing all warranty work within twenty five drivable miles from 72 and Dodge. If warranty work is not available within the above described, the vendor will be responsible for any cost including transportation.
Other or Comments _____			
			68.1 Unit to be delivered to the City of Omaha, Fleet Management Facility, 2606 North 26th Street, fully serviced to recommended no vehicle specifications. If the vendor is not in the City of Omaha area, the City will not be responsible for any cost from pickup or the delivery any vehicle or mounted equipment.
Other or Comments _____			

SPECIFICATIONS FOR SKID MOUNT AIR COMPRESSOR

GENERAL:

Item	Qty	Unit	Description
			69.1 The unit shall have a 185 CFM Sullivan diesel air compressor with curbside controls. Compressor to be frame mounted behind cab spaced approximately 18" away.
			69.2 Shall have a 108mm diameter twin screw air end.
			69.3 Two stage dry type air filter with external access.
			69.4 70-125 PSI Working pressure with unloaded starting.
			69.5 Two (2) 3/4 inch service valves and spin-on air compressor oil filter.
			69.6 Side by side coolers for compressor and engine
			69.7 Instrument panel with air pressure gauge, hour meter, engine oil pressure, engine temp, voltmeter, tach, fuel level, compressor temp and reset.
			69.8 Compressor to automatically shut down in case of high temp, low fuel or low oil pressure.
			69.9 To include automatic blow down valve.
			69.10 Compressor mounted in powder coated steel enclosure.
			69.11 Deutz D2.9L4 Tier 4 final engine. 49hp (1750 RPM Idle - 2600 RPM Full Load Speed)
			69.12 Noise Level no greater than 76 dBA at 7 meters
			69.13 All fluid drains to be end mounted.
			69.14 Engine to have automatic glow plugs for cold weather operations.
Other or Comments			

EXCEPTIONS TO SPECIFICATIONS

Check One

_____ The equipment offered meets all specifications as set forth in the bid.

Name (print) _____

Signed _____

Title _____

_____ The equipment offered meets all specifications with the following exceptions:
(Use separate attached sheet if more room is needed.)

Failure to list exceptions may be cause for equipment to be rejected at time of delivery

Name (print) _____

Signed _____

Title _____



City of Bellevue
Office of the City Administrator

November 9, 2017

To: Mayor Sanders, City Council President Hansen and
Members of the Bellevue City Council
From: Joseph A. Mangiamelli, City Administrator
Subject: Overview - Activities report

The following is an overview of my activities during the period since our last City Council meeting. Numerous meetings and events attended as indicated:

- *Met with city Leadership Team to review City Council meeting and discuss upcoming issues
- *Attended International City Management Association conference in San Antonio attending 16 sessions
- *Conducted contract negotiations with Bellevue Police Officers Association
- *Conducted contract negotiations with Bellevue Professional Firefighters Association
- *Conducted contract negotiations with International Association of Firefighters
- *Attended ADA accommodation meeting for police sergeant
- *Attended Site TAG economic development projects planning meeting
- *Met with negotiating teams staff to review BPOA and CEAB proposals
- *Attended area managers lunch meeting
- *Attended League of Nebraska Municipalities Large Cities Legislative Committee review meeting
- #Attended United cities of Sarpy County monthly meeting (see below)
- *Attended Firefighters Retirement Committee orientation session with VOYA representatives
- *Participated in interview for new Finance Department Compliance and Control Manager position
- *Presented to Bellevue Public Schools District Board information relative to Tax Increment Financing
- *Participated in mediation for Gearhart/MUD lawsuit
- *Attended Storm Chasers check presentation ceremony
- *Participated in Department of Transportation Mandatory Substance Abuse training
- *Attended Offutt Advisory Council tour of base maintenance facilities
- *Attended VOYA analysis of US and global equity presentation
- *Attended St. Mary's School Veterans Day Assembly
- *Participated in Bellevue Veterans Day Parade

#Discussion items included: Upcoming hearings dealing with defined benefit pension plans, county ordinance proposal, internet sales tax, drone legislation and green belt designation within corporate city limits, as well as continuing discussion on Sarpy County versus Douglas County valuations.



Department Activity Report 10/19 – 11/08/2017

Administrative Services Director

- FMLA case management (1)
- BPFA Labor Negotiations 10/19 & 10/31.
- BPOA Contract proposal review 10/20.
- BPOA Labor Negotiations 10/30.
- IAFF Labor Negotiations 10/31.
- CEAB revised proposal review 11/07.
- Review of new office furniture meeting 10/23.
- Flu shot clinic coordination 10/24 & 10/25.
- Conduct Employee Recognition/Appreciation Committee meeting 10/24.
- United Way drive planning 10/23.
- Complete employee evaluation.
- Attend Senior Center Board meeting 11/06.
- Coordinate with Sarpy IT for upcoming security training.
- Assist at the Sarpy County Holiday Assistance sign up 10/25.
- Attend City Council meeting 10/23.
- Circulated the outdated Employee Emergency and Disaster Policies to department heads for review and updating. (continued)
- Coordinate annual supervisor DOT Substance Abuse Training 11/08.
- Review and update Key Position profiles for the Succession Plan for posting. (continued)
- Assisting with updating the ADA Transition Plan in coordination with Public Works.(continued)
- Activity Report preparation.

Activity Report 11/06/17

Human Resources Manager

- Personnel issues – (7) matters under review



- ACA variable hour tracking
- BPOA Contract Negotiations 10/30 and 11/03
- IAFF Contract Negotiations 10/31
- BPFA Contract Negotiations 10/31
- CEAB, BPOA, IAFF, BPFA City proposal prep and editing
- Record review and clean up for move
- Review/modify compensation structures
- Sick leave donation management
- New building meetings
- Special reporting for Finance and Risk Management
- Uniform allowance overage management
- Payroll processing 11/03 payroll

As per your request the following is a synopsis of the day to day activity performed by the HR Coordinator and Personnel Technician, October 16th through November 6, 2017:

-
- **Record Management:**
-
- Input and Record Payroll Changes for processing for October 20th and November 3rd payrolls Prep,
- Processed Address Changes – 5 Name Change - 0
- Travel & Training Requests Processed -6 Narratives Received - 8
- Miscellaneous Copies and Secretarial work for Admin Svcs. Director to include revisions to job descriptions. Prepare and process all of Human Service, Administrative Service and HR Requisitions. Advertise, accept and process applications for the various Department Heads. Copy and scan all scored goal sheets for Performance Management Review committee.
- Recorded Performance Evaluations – 0 Verifications of Employment – 6
-
- **Applicants/Recruitment:** Take applications for Diesel Mechanic II
-
- **Benefit Orientation/Employee Exits/Resignations:**
- 0 - Full Time Exit
- 0 – Full Time Benefit Orientation
- 0 - Promotion
- 1 – Return from Leave
- 0 – Transfer
- 1 –Leave of Absence
- 0 – Resignations/Terminations



- Webcasts:
- 10-17 Health Reform – The Next Chapter - Cathey
- 11- 1 Making Today's Payroll Processes Less Stressful and More Efficient - Cathey
- 10-31 HR Nightmares (and How to Recover from Them) - Michelle
-
- **Civilian Retirement Committee:** No meetings

Payroll Specialist

- Off week for payroll
- Matching all reports to Unions, Retirements and other misc. payroll reports
- Balancing all vacations, sick, comp times.
- Changing and balancing all exempt employees to new Admin Time off earnings.
- Getting ready for year end and all that it entails.
- Getting ready for new payroll.

Specialized Transportation

- Miles traveled - 2,652 miles
- Passenger Boardings – 392
- New clients registered – 4
-
- HS Specialist on leave of absence



City of Bellevue
Office of the City Clerk

210 West Mission Avenue • Bellevue, Nebraska 68005 • (402) 293-3007

November 7, 2017

From: Sabrina Ohnmacht, City Clerk

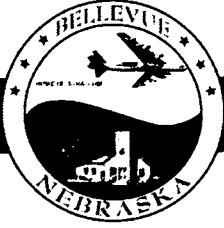
RE: Information for Administration Report

All Class "C" Liquor License Renewals have been paid for and picked up.

Catching up on putting contract information into system and filing. Cleaning out old contract files to make room for current filing needs.

Same day-to-day operations as normal.

Continued misc. sorting and filing.



CITY OF BELLEVUE

FINANCE DEPARTMENT

210 W. Mission Avenue – Bellevue, NE 68005 – (402) 293-3000

Bellevue Finance Department Status Report November 13, 2017

ACCOUNTING AND FINANCE

- Processed credit card transactions and reconciled statements
- Prepared Minute Record
- Prepared Monthly Fire Rescue Fee Report
- Monthly allocations to departments for fuel, fleet and postage janitorial supplies
- Data Entry of Journal Entries for department
- Reconciled October bank statements
- Verified and booked credit card receipts from PayPort System and Haworth Camping System
- Audit schedules and reconciling
- Authorized CDBG reimbursements requests
- Formatting & testing of financial template for the new year for October financial reports
- Treasury management; Deposit confirmations, Research undocumented cash receipts
- Issued payments for approved expenses, payroll a/p and insurance checks
- Payroll downloads / import into Abila
- Reclass/Transfer expenses between departments
- Adjusted rights to approved used in Abila system
- Retrieved document for and answer YTD financial questions for departments
- Created reports for departments requesting new year budget numbers
- Data Entry of Journal Entries for department
- Councilman Shannon Request - Remaining Basis of Daniell's Farm property:
 - The Daniell's Farm property, comprised of 284 acres, was purchased 4/1/2001 for \$5.8 million
 - 20 acres were donated for the VA Home
 - 110 acres were sold to various buyers for a total of \$2.2 million
 - Basis for the approximately 154 acres is \$3.6 million
 - The purchase was bonded so there have been interest carrying costs offset somewhat by contract farming income.

RISK MANAGEMENT & SAFETY:

- Continued processing existing claims and worked to bring open claims towards resolution and closure
- Continued to investigate/accept/deny new claims
- Continued to manage modified duties for restricted employees
- Conducted Winter Safety Driving Training for all public works employees
- Participated in Health and Wellness Program Legal Update Webinar
- Attended ICMA Conference in San Antonio for training (paid in full by PRIMA)
- Participated in several meetings with Lockton regarding upcoming 2018 Employee Wellness Program
- Conferred with Work Comp TPA regarding claims

RISK MANAGEMENT & SAFETY:

- Began processing safety boot requests for eligible BPMA employees
- Inspected train depot building and submitted report
- Inspected and prepared safety reports for Parks In Wards 1, 2, 3, 4
- Inspected two pools on construction progress
- Performed monthly AED inspections

In addition, Safety Inspector assisted Finance Department with:

- Met with representatives from furniture vendors and staff to discuss needs for new office building
- Conducted all duties associated with auctioning surplus equipment
- Total Gov Deals sales to date: **\$218,798 in sales**

CDBG:

- Reviewed and updated contributing factors and prepared draft goals and metrics for the fair housing assessment.
- Attended Assessment of Fair Housing training with Omaha partners hosted by HUD Technical Assistance team.
- Continued work on environmental review for 2017 projects and distributed consultation letters.
- Begin work on the Consolidated Annual Performance and Evaluation Report (CAPER), the CDBG end of the year report.
- Reviewed all open projects, prepared accomplishment reporting data and closed out completed projects in IDIS.
- Met with subrecipient to discuss environmental issues and required mitigation steps prior to project continuation.

Respectfully submitted,
Rich Severson
Finance Director





City of Bellevue Fire Department

211 West 22nd • Bellevue, Nebraska 68005 • (402) 293-3153

Bellevue Fire Department Council Report

Report Date 11/6/2017

A. General Items:

- QA/QI
- Meeting with ALS probationary person and medical director to discuss progress
- Staff Meeting
- Children's Hospital providing CE Thursday @ Training Site
- Creighton EMS Advisory Board Meeting Friday
- Preparing for part time and full time testing next week
- Annual pump testing.
- Working on 2018 Vacation bidding schedule.
- Sarpy County Public Safety Communications Project Group meeting.

B. Training:

- Carbon Monoxide Incident training.
- 1 3/16" smooth bore nozzle training.

C. Inspections:

- Underground Fire Sprinkler pipe test Landings II.
- Above ground Fire Sprinkler pipe test Caritas Kids Cottage.
- State License Alegant Health Physical Therapy.

D. Calls: October 26th through November 6th

Fire – 52

Rescue - 110





City of Bellevue Fire Department

211 West 22nd • Bellevue, Nebraska 68005 • (402) 293-3153

E. Ambulance Billing:

October 1-31, 2017

\$ 178,951.50 has been billed out to insurance companies (226 insurance claims)
<\$80,528.18>approximate amount we will have to write off due to mandatory adjustments/write-offs
(45% of \$178,951.50)

=====

\$ 98,423.32 is the anticipated, approximate net revenue from these insurance billings

Deposited into Bank:

\$ 80,092.00 deposited into the bank October 1-31, 2017.
\$ 2,716.25 in Credit/Debit card payments for October 1-31, 2017.
\$ 82,808.25 TOTAL October 1-31, 2017 rescue fee revenue

Statement Billing:

10/31/2017 252 statements were mailed to patients for unpaid account balances.
These statements totaled \$ 152,188.73.
This is money owed the City from patients who have balances on their accounts after their insurance
has paid or patients who are self-pay.

F. Manpower Report

Staffing Report from 10/16/2017 through 10/22/2017

Monday	AM	E-1,21,31,41	3-Person	EMS ASST. O.O.S.
Monday	PM	E-21	3-Person	EMS ASST. O.O.S.
Tuesday	AM	E-31,41	3-Person	
Tuesday	PM	E-31,41	3-Person	
Wednesday	AM	E-21,41	3-Person	
Wednesday	PM	E-1	3-Person	
Thursday	AM	E-1,31,41	3-Person	
Thursday	PM	Full		
Friday	AM	E-1,21	3-Person	E-31 O.O.S.
Friday	PM	E-31	3-Person	
Saturday	AM	E-1,21,31,41	3-Person	
Saturday	PM	E-41	3-Person	
Sunday	AM	E-1,21,31	3-Person	EMS ASST. O.O.S.
Sunday	PM	E-21,41	3-Person	



City of Bellevue

Fire Department

211 West 22nd • Bellevue, Nebraska 68005 • (402) 293-3153

Staffing Report from 10/23/2017 through 10/29/2017

Monday	AM	E-1	3-Person	
Monday	PM	Full		
Tuesday	AM	Full		
Tuesday	PM	Full		
Wednesday	AM	Full		
Wednesday	PM	Full		
Thursday	AM	Full		
Thursday	PM	Full		EMS Asst. O.O.S.
Friday	AM	E-41	3-Person	
Friday	PM	Full		
Saturday	AM	E-1,31	3-Person	EMS Asst. O.O.S.
Saturday	PM	Full		
Sunday	AM	E-21,31,41	3-Person	
Sunday	PM	Full		

Red highlight indicates 3-Person crew



City of Bellevue Bellevue Public Library

1003 Lincoln Road • Bellevue, Nebraska 68005 • (402) 293-3157

Memo

To: Joe Mangiamelli, City Administrator

From: Julie Dinville, Library Director

Date: 10/24/2017

- Betty Breier, a staff member of the Technical Services Department at the Bellevue Public Library, is the recipient of the Sandra Herzinger Technical Services Distinguished Service Award for 2017. The award was announced at the Technical Services Round Table (TSRT) of the Nebraska Library Association (NLA) at the NLA annual conference in mid-October. The award is presented to a library worker who has demonstrated exceptional work in the profession and/or who has been an advocate for technical services. Breier was nominated by Sandra Astleford, Assistant Director/Head of Technical Services at the library, who noted Breier's commitment to technical services activities, her high level of professionalism in her work, as well as doing readers advisory work with patrons on her nights and weekends, promoting the library's digital services, and her involvement with fund-raising efforts for the library.
- The Bellevue Public Library Board met on Wednesday, Oct. 18. The Board reviewed and approved policies regarding exhibits/displays and overdues/fines. Policy review is a component for the library's accreditation process.
- Twenty persons enjoyed hearing from Thane Baker, World Record holder and Olympian medalist from the 1950s, at a meet and greet event held at the library on Oct. 22. Baker shared his inspiring story and his experiences in athletics and as a colonel in the United States Air Force.
- A meeting was held of the volunteers who work in the Bellevue Library Foundation's book sale room. A fall sale was discussed with the date to be announced.



City of Bellevue

Bellevue Public Library

1003 Lincoln Road • Bellevue, Nebraska 68005 • (402) 293-3157

Memo

To: Joe Mangiamelli, City Administrator

From: Julie Dinville, Library Director

Date: 10/31/2017

- The Children's Department had a busy couple of days with Halloween-related activities. Michelle Bullock, Head of Children's Services, and Alice Boeckman, Assistant Children's Librarian, visited with an estimated 1,000 children at the Olde Towne Trick-or-Treat event on Oct. 29th. On Monday, Oct. 30, Rutiger the Magician entertained 107 children and family members in a special Halloween magic show at the library.
- Some 26 people turned out for the kickoff and plot planning party on Oct. 29th at the library for National Novel Writing Month (NaNoWriMo). The library is an official Come Write In center for NaNoWriMo and has also set up several "Write-In" days for participants to stop by and work on their goal of writing 50,000 words in 30 days.
- In celebration of National Adopt-a-Shelter Dog month, the Children's Department held a craft program in which children made soap in the shape of puppy paws and dog bones on Saturday, Oct. 28th.
- On Oct. 26 the Adult Services Department worked with a representative of the Bellevue Housing Agency to help register applicants for Section 8 housing assistance. Library staff had reserved computers in the computer lab especially for this activity and were on hand to assist the public with this process.
- Teens could de-stress and celebrate Halloween with a "Barf Slime" craft project on Halloween Day, Oct. 31. The stretch-out-your-stress "slime" was an afterschool event held in the Young Adult area.



City of Bellevue Bellevue Public Library

1003 Lincoln Road • Bellevue, Nebraska 68005 • (402) 293-3157

Memo

To: Joe Mangiamelli, City Administrator

From: Julie Dinville, Library Director

Date: 11/7/2017

- The Young Adult Department has received a \$600 grant from the Bellevue Altrusa club to support digital literacy equipment and YA programming. Funds will be used to purchase updated gaming equipment used at YA events and 3D pens to be used in tech-related programs.
- The Bellevue Library Foundation will hold a fall sale starting Saturday, Nov. 11, and it will continue through Sunday, Nov. 19. During the sale, the public will be able to fill a brown, grocery bag full of sale items for only \$5.00. Or, they can purchase individual items for half price. All proceeds from the sale, which is manned by volunteers, go to the Foundation to support library programs and services.
- Nearly 40 people, young and old, enjoyed an introductory workshop on square dancing held at the Bellevue Public Library on Sunday, Nov. 5th.
- This is the final week for the Seasons Celebration Fall Family raffle at the library. Tickets, which are only \$1 or six for \$5, make participants eligible for prizes totaling over \$1,100. All proceeds go to the Bellevue Library Foundation to support library programs and services. The winner will be drawn on the morning of Nov. 14th.
- The Adult Services Department this week is hosting an adult coloring program on Monday, Nov. 6, Tai Chi and a book club on Nov. 7, a workshop on "How to Read a Book" on Nov. 8, and a book club and craft program on Nov. 9th. In addition to regular storytimes, the Children's Department is hosting a Lego Club session on Nov. 6, a craft program using small pom-poms on Nov. 8, and the Pawsitive Reading program on Nov. 11.



City of Bellevue

Office of the Planning Department

To: Mayor Sanders, City Council, and City Administrator Mangiamelli
From: Chris Shewchuk, Planning Director
Date: November 8, 2017
Subject: Department comments for Administration Report

The next meeting of the Planning Commission will be on November 16. A change of zone for five lots in the Spring Ridge subdivision is on the agenda.

I attended the Sarpy County Economic Development Corporation third quarter membership meeting.

We completed our initial review of a 227 lot single-family residential subdivision located at the southwest corner of 48th Street and Capehart Road. This application is expected to be on the December Planning Commission agenda for public hearing.

Tammi attended the Bellevue Chamber Economic Development Committee meeting.

The first permits for homes in the Liberty subdivision have been submitted for review. This phase of Liberty consists of 93 lots.

Tammi attended MAPA's Transportation Safety Workshop; attendance at this meeting resulted in the cancellation of the Complete Streets Committee meeting.

I am preparing a report for the Nebraska Department of Revenue regarding the City's Tax Increment Financing activity in the last year.

We have received correspondence from the US Census Bureau regarding actions the City can take for the 2020 Census—I am reviewing this material.

INTEROFFICE MEMORANDUM

TO: JOE MANGIAMELLI
FROM: ACTING CHIEF STUKENHOLTZ
SUBJECT: DIRECTORS BRIEF
DATE: 11/8/2017

Continue to assist with labor union negotiations.

Attended DOT substance abuse training for supervisors .

Attending Papillion LaVista Public Schools annual safety meeting November 9.

We are conducting background investigations on Police Officer candidates.

Veterans Day Parade is Saturday November 11.

Code Enforcement Stats:

October 23, 2017	October 30, 2017	November 6, 2017
Calls – 294	263	176
Notices:		
Zoning – 4	3	7
Nuisance – 66	69	50
Clean Ups – 3	0	0
Tree Removal – 1	0	0
Certified Notices – 8	7	8
Officer Initiated – 35	38	20
Towed Vehicles – 1	1	3
Red Tags – 8	2	7



City of Bellevue

Public Works Department

1510 Wall Street • Bellevue, Nebraska 68005 • (402) 293-3025

Public Works Director's Report

November 13, 2017

Disclaimer: The following is a synopsis of the department reports submitted weekly to the Public Works Director. This is not an all inclusive list of work details or responsibilities submitted by each department. This list may be altered as unforeseen situations dictate.

Administration: Jeff Roberts

- Comprehensive review of all budgeting, invoicing and revenue reporting and processes (all departments)
- Develop/prioritize conditions assessment for replacement plan (WW)
- Succession planning part 5 (all departments)
- Meetings
 - Director meetings 11.12.17, 11.26.17
 - Superintendent meetings 11.05.17, 11.18.17
 - MAPA TTAC 11.20.17
- 1500 Wall Street
 - 02.22.16 Demolition, Anderson Excavating - \$90,375
 - 09.26.16 Storefront and Shell Upgrades, Mark 7 - \$471,033
 - 06.12.17 Building Renovations, Lund-Ross - \$2,186,000
 - 08.28.17 Audio/Visual, AVI Systems - \$376,643
 - 08.28.17 Civil Site Work, Lund-Ross - \$219,795
 - 08.28.17 Security, SEI - \$85,248
 - Total - \$3,429,094

Engineering: Dean Dunn

- American Heroes Park Phase 5 – Paving completed
- Various design projects
- Planning and P&I plan review as needed
- SWPPP monitoring for NDEQ compliance as needed
- Meetings
 - FHWA monthly meeting 11.17.17
 - UCC monthly meeting 11.09.17

Parks: Brian Madison





City of Bellevue

Public Works Department

1510 Wall Street • Bellevue, Nebraska 68005 • (402) 293-3025

- Working on Work Orders that are submitted
- Tree maintenance in various parks
- Clean up Danial's Trail

Recreation: Jim Shada

- Church Men's and Coed Softball Leagues will continue play this Saturday.

Street Maintenance: Bobby Riggs

- MUD and sewer street cut replacement as needed
- Various ditch repairs and cleanout
- Grade, rock roads and alleys

Waste Water: Epiphany Ramos

- Jetting as weather allows
- Repairing lines found during jetting and TV scheduled inspections as needed
- Lift station inspections on Monday and Thursday
- Update GIS mapping
- Walk all inaccessible lines and inspect all manholes, ongoing
- Working on administrative procedures and expectations.

Fleet Maintenance: Todd Jarosz

BIWEEKLY REPAIRS BY DEPARTMENT		
Report Date: August 21, 2017		
Department	No. of Repairs	No. of Hours
Administration		
Finance		
Human Services	1	10
Public Works		
Parks	3	19.5
Recreation	1	1
Cemetery		
Streets	10	61
Fleet Maintenance		
Permits & Inspections	2	1
Police	8	8
Fire	13	32
Wastewater	2	6.5





City of Bellevue

Public Works Department

1510 Wall Street • Bellevue, Nebraska 68005 • (402) 293-3025

Reported hours are taken from work orders submitted for the week. Some work orders may reflect a large amount of hours performed which would mean the unit was in the shop for an extended period of time. Work may be carried over from one week into another.

The number of hours documented on repair tickets does not include the hours it takes for Fleet Maintenance personnel to shuttle cars to and from the shop, to deliver cars to designated locations for out sourced work (i.e. window/windshield replacement, body work, warranty work) and running for parts, etc.

NEXT REPORT 11.27.17

