

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

Tuesday, December 1, 2020 6:00 PM

Bellevue City Hall

1500 Wall Street

Bellevue, NE 68005

1. PLEDGE OF ALLEGIANCE
2. INVOCATION - Pastor Joseph Gastineau, Revival Tabernacle Church, 2226 Jefferson Street, Bellevue.
3. CALL TO ORDER AND ROLL CALL
4. OPEN MEETINGS ACT - Posted in the Entry to the Council Chambers
5. APPROVAL OF AGENDA, CONSENT AGENDA, CLAIMS, AND ADVISORY COMMITTEE REPORTS:
  - a. Approval of November 17, 2020 City Council Minutes.
  - b. Adjourn sine die
    1. Administering of Oath of Office for Newly Elected Council Members by Judge Cox.
  - c. Call to Order and Roll Call
  - d. Approval of the Agenda
  - e. Approval of the Consent Agenda **(Items marked with an (\*) are approved where this item is, unless otherwise removed)**
6. (\*) APPROVAL OF CLAIMS.
7. SPECIAL PRESENTATIONS: NONE
8. ORGANIZATIONAL MATTERS:
  - a. Election of the City Council President for 2021. (Motion is needed to vote by secret ballot)
9. APPROVED CITIZEN COMMUNICATION: NONE
10. LIQUOR LICENSES:
  - a. Recommendation to approve Liquor License Application for East Coast Eats LLC dba "Sinful Burgers" for a Class "C" Liquor License to sell beer, wine, and distilled spirits at 4005 Twin Creek Drive 101, Bellevue, and Michael Tripp as Manager. (City Clerk)
11. ORDINANCES FOR ADOPTION (3rd reading): NONE
12. ORDINANCES FOR PUBLIC HEARING (2nd reading):
  - a. Ordinance No. 4003: Request to rezone the Irregular Westerly 724.67' of Tax Lot 11, Except right-of-way in the NW 1/4, located in the NW 1/4 of Section 14, T13N, R13E; and the Irregular Tract in the NW corner of Tax Lot 12, Except right-of-way in the SW 1/4, located in the SW 1/4 of Section 14, T13N, R13E of the 6th P.M., Sarpy County, NE, from AG to ML for the purpose of industrial development. Applicant: Frank R. Krejci. General Location: Fort Crook Road South and Fairview Road. (Planning Manager) **[Request for a continuance until January 19, 2021 by Mr. Keller, on behalf of applicant]**
  - b. Ordinance No. 4020: Request to rezone Tax Lot 14, located in the Southwest ¼ of Section 31, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, from AG to ML for the purpose of light industrial development. Applicant: Ryan Steele. Location: 11715 South 60th Street. (Planning Manager)
13. ORDINANCES FOR INTRODUCTION (1st reading):
  - a. Ordinance No. 4021: Request to rezone Lot 1, Walbeck Addition, from RG-20 to BN for the purpose of commercial development. Applicant: Amigo's Market LLC. General Location: West Chandler Road and South 28th Street. (Planning Manager)
  - b. Ordinance No. 4022: Request to rezone Lot 2, Wolf Creek Replat 4, from BGH to RG-8-PS for the purpose of multi-family development. Applicant: Wolf Creek Apartments II, LLC. General location: 10904 South 15th Street. (Planning Manager)
14. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:

a. Request to final plat Lots 122 through 124, Belle Lago South, being a platting of a tract of land located in part of the Southwest ¼ of the Northwest ¼ of Section 8, T13N, R13E of the 6th P.M., Sarpy County, Nebraska. Applicant: HRC Belle Lago, LLC. General Location: 45th Street and Lookingglass Drive.

1. Approval of the First Amendment to the Belle Lago South Subdivision Agreement.

15. RESOLUTIONS:

a. Resolution No. 2020-44: A resolution urging all citizens and those within our community to wear appropriate face coverings and urging all business owners and establishments to require face coverings within their respective establishments. (Mayor Rusty Hike)

16. CURRENT BUSINESS:

a. \* Request approval of the applications for waiver of hunting applications. Police Lt. Kurt Stroehrer or Sgt. Don Pleiss has already given approval for these hunters and their specified sites. (City Clerk)

b. Approve and authorize the Mayor to sign the Agreement between the City of Bellevue and HDR Engineering, Inc. for the Bellevue South Lift Station - Phase 2 project not to exceed \$87,900.00. (Interim Public Works Director)

c. Request approval to purchase one (1) 2021 Ford Super Duty F-250 SRW XL 4WD Reg Cab and one (1) 2021 Ford F-150 XL 4WD Reg Cab from National Auto Fleet Group for Building Maintenance with the total purchase price for the two (2) medium duty vehicles not to exceed \$74,395.00. (Interim Public Works Director)

d. Approve and authorize Mayor to sign the Eleventh Extension to the Farming Contract with Justin Thoms for Custom Farming approximately 61 acres at 36th and Capehart Road, in an amount not to exceed \$23,091.00 and the Eleventh Extension to the Contract with Justin Thoms for Custom Farming approximately 62 acres near the Bellevue Sports Complex, in an amount not to exceed \$12,155.00 and to waive Council Policy 4 requiring solicitation of bids for goods and services costing more than \$30,000. (Finance Director/City Attorney)

e. +++Approve and authorize the Mayor to sign Release and Settlement Agreement for Todd Addison and the BPMA, in an amount not to exceed \$400,000. (City Administrator/Legal)

f. +++Approve and authorize the Mayor to sign Release and Settlement Agreement for Chadd Addison and the BPMA, in an amount not to exceed \$300,000. (City Administrator / Legal)

g. +++Approve and authorize the Mayor to sign the Retail Sales Agreement with AVI, in the amount of \$118,496.98, for continued support from AVI and contract renewals of 24 rooms through 2/28/26, pending CARES ACT funding. (Community Development Director / Legal)

h. +++Approve and authorize the Mayor to sign the Retail Sales Agreement with AVI, in the amount of \$49,846.83, for the EOC Room, Winsted Incident Commander/Operator Desk and Conference Room Table, pending CARES ACT funding. (Community Development Director/Legal)

i. +++Approve and authorize the Mayor to sign the Retail Sales Agreement with AVI, in the amount of \$505,042.10, for the Pro-Integration of the Emergency Operations Center, pending CARES ACT funding. (Community Development Director / Legal)

17. ADMINISTRATION REPORTS: Comments must be limited to items on the current Reports **(Monthly Reports are given at the first Council Meeting of every month - November report is attached).**

18. CLOSED SESSION

19. ADJOURNMENT

# MINUTE RECORD

\*5a.  
12/01/2020

Bellevue City Council Meeting, November 17, 2020, Page 1

A regular meeting of the Mayor and Council of the City of Bellevue was called to order by Mayor Rusty Hike at the Bellevue City Hall on the 17<sup>th</sup> day of November, 2020, at 6:00 p.m. Present were Council Members Bob Stinson, Paul Cook, Pat Shannon, Don Preister, Thomas Burns, and Kathy Welch.

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

## PLEDGE OF ALLEGIANCE AND INVOCATION

Mayor Hike led the Pledge of Allegiance. Pastor Bryan Rice, Christ the King Lutheran Church, 7308 South 42<sup>nd</sup> Street, Bellevue, gave the invocation.

## OPEN MEETINGS ACT

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

## APPROVAL OF THE AGENDA

**Motion** was made by Shannon, seconded by Burns, to approve the agenda.

Roll call to approve the agenda as amended was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

## APPROVAL OF THE CONSENT AGENDA:

Councilman Preister removed Item 6., Claims, from the consent agenda. Councilman Shannon removed Item 5b.3, Acknowledgement of Receipt of the October 13, 2020 Tree Board Minutes, from the consent agenda.

**Motion** made by Preister, seconded by Cook, to approve the consent agenda as amended. The following items were approved on the consent agenda: Acknowledge Receipt of October 22, 2020, Planning Commission Minutes; Approval of November 3, 2020 City Council Minutes; and Approval of cancellation of the January 5, 2021, City Council Meeting and authorize staff to pay bills that cannot be held over until the January 19, 2021, City Council Meeting.

Roll call vote to approve the consent agenda was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

## Acknowledge Receipt of the October 13, 2020 Tree Board Minutes

**Motion** made by Shannon, seconded by Preister to Acknowledge Receipt of the October 13, 2020 Tree Board Minutes.

Councilman Preister provided an update of the trees along Mission Avenue and in Washington Park. Discussion followed.

Roll call vote was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

## APPROVAL OF CLAIMS

**Motion** made by Preister, seconded by Shannon, to approve the claims for November 17, 2020.

Councilman Preister commented under the claims the final payment for cleanup of Paradise Lakes is listed. He questioned what the status on the area is.

Ms. Bree Robbins, City Attorney, requested on page 6, under Permits and Inspections, the claim for Anderson Excavating and Wrecking for Paradise Lake Demolition, be removed. She explained the claim will then be placed on the December 1<sup>st</sup> Agenda. She described the work which has been done to area. Once the work is complete, payment will be issued.

**Motion** was by Shannon, seconded by Welch to make an amendment by pulling the Anderson Excavating from the claims.

Mr. Jim Ristow, City Administrator, explained FEMA funded the demo. He advised there is a lien on the property and when the lien is paid, the City will reimburse FEMA. The property has been purchased by a developer; however, the lien will need to be paid before any permits can be issued. Discussion followed.

Roll call vote on the amendment was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

# MINUTE RECORD

Bellevue City Council Meeting, November 17, 2020, Page 2

Roll call vote on the motion to approve the Claims as amended was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

## **SPECIAL PRESENTATIONS:**

### **Update on Bellevue Branding Initiative (Kevin Hensel, President of Bellevue Area Chamber)**

Mr. Kevin Hensel, President of Bellevue Area Chamber, provided a presentation and update on Bellevue Branding Initiative. Discussion followed.

## **APPROVED CITIZEN COMMUNICATION:**

### **Current DHM and mitigation of the effects on Bellevue Citizens. (Sarah Centineo)**

Ms. Sarah Centineo, addressed the local leadership on the current pandemic.

Councilman Burns commented on the virus, stating it is not going anywhere. It is up to the leaders to protect people of the community.

Councilman Shannon stated as public officials they need to act like leaders, remain calm, and keep the public calm.

Mayor Hike advised from day one the City has been requesting mask be worn and social distancing should be practiced, along with washing your hands.

Councilman Preister pointed out wearing mask protects people and is one thing everyone can do.

## **LIQUOR LICENSES:**

### **Recommendation to approve replacing application for a Corporation name change of a Class "I" Liquor License to sell beer, wine, and distilled spirits, On Sale, for Apple Bellevue dba "Applebee's Neighborhood Grill & Bar", at 10402 S. 15th Street, Bellevue, NE 68123 and Eric R. Ratliff as Manager. (City Clerk)**

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

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

**Motion** made by Cook, seconded by Welch, to recommend approving replacing application for a Corporation name change of a Class "I" Liquor License to sell beer, wine, and distilled spirits, On Sale, for Apple Bellevue dba "Applebee's Neighborhood Grill & Bar", at 10402 S. 15th Street, Bellevue, NE 68123 and Eric R. Ratliff as Manager

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

## **ORDINANCES FOR ADOPTION (Third Reading)**

### **Ordinance No. 4019: An ordinance to amend Section 6-22 of the Bellevue Municipal Code pertaining to restraint - dogs. (Legal)**

Ordinance No. 4019: An Ordinance to amend Section 6-22 of the Bellevue Municipal Code pertaining to restraint – dogs, to repeal such section as heretofore existing; and to provide for the effective date of this ordinance was read by title only for the third and final time.

**Motion** made by Preister, seconded by Shannon, to approve Ordinance No. 4019.

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

## **ORDINANCES FOR PUBLIC HEARING (Second Reading): None**

## **ORDINANCES FOR INTRODUCTION: (First Reading):**

### **Ordinance No. 4020: Request to rezone Tax Lot 14, located in the Southwest ¼ of Section 31, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, from AG to ML for the purpose of light industrial development. Applicant: Ryan Steele. Location: 11715 South 60th Street. (Planning Manager)**

Ordinance No. 4020: 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 11715 South 60th Street, more particularly described in Section 1 of the Ordinance and to provide an effective date was read by title only for the first time and scheduled for public hearing at the Council meeting on December 1<sup>st</sup>.

# MINUTE RECORD

Bellevue City Council Meeting, November 17, 2020, Page 3

**PUBLIC HEARINGS ON MATTERS OTHER THAN ORDINANCES:** None

**RESOLUTIONS:**

**Resolution No. 2020-43: Approve and authorize Mayor to sign resolution and the Construction Engineering Agreement with Olsson for the 36th Street, N-370 - Sheridan Project (MAPA-5061(5), Control No. 22276), in an amount not to exceed \$423,260 for City's Share (Total Agreement Cost - \$2,116,300). (Interim Public Works Director)**

**Motion** was made by Cook, seconded by Welch, to approve and authorize Mayor to sign resolution and the Construction Engineering Agreement with Olsson for the 36th Street, N-370 - Sheridan Project (MAPA-5061(5), Control No. 22276), in an amount not to exceed \$423,260 for City's Share (Total Agreement Cost - \$2,116,300). Roll call vote on motion was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

**CURRENT BUSINESS:**

**Approve and authorize City Council President to sign Application for Federal Assistance SF-424 for FY20 CDBG entitlement funds, in the amount of \$344,590.00 and submit to HUD (CDBG Specialist / Finance Director)**

Mayor Hike recused himself at 7:01 p.m. due to a conflict of interest and turned meeting over to Council President Preister.

Councilman Preister took over the meeting.

**Motion** was made by Cook, seconded by Welch, to approve and authorize City Council President to sign Application for Federal Assistance SF-424 for FY20 CDBG entitlement funds, in the amount of \$344,590.00 and submit to HUD. Roll call vote on motion was as follows: Stinson, Cook, Preister, Burns, and Welch voted yes; voting no: Shannon; absent: none. Motion carried.

**Approve the Environmental Review Record and Request for Release of Funds for CDBG 2020 Projects and authorize the City Council President to sign the HUD Form 7015.15, Request for Release of Funds and Certifications and submit to HUD. (CDBG Specialist / Finance Director)**

Ms. Robbins advised the Mayor recusal pertains to this item as well.

**Motion** was made by Cook, seconded by Welch, to approve the Environmental Review Record and Request for Release of Funds for CDBG 2020 Projects and authorize the City Council President to sign the HUD Form 7015.15, Request for Release of Funds and Certifications and submit to HUD. Roll call vote on motion was as follows: Stinson, Cook, Preister, Burns, and Welch voted yes; voting no: Shannon; absent: none. Motion carried.

Mayor Hike returned to the Council Chambers at 7:03 p.m.

**Recommend approval of the purchase of two vehicles from Anderson Ford Lincoln, not to exceed \$112,722.00, with reimbursement through the CARES ACT. (Police - Capt. Tom Dargy)**

**Motion** was made by Stinson, seconded by Preister, to approval of the purchase of two vehicles from Anderson Ford Lincoln, not to exceed \$112,722.00, with reimbursement through the CARES ACT. Roll call vote on motion was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

**Recommend approval of the purchase of a Command Post Trailer, from MBF Industries, Inc., not to exceed \$400,000.00, with reimbursement through the CARES ACT. (Police - Capt. Tom Dargy)**

**Motion** was made by Cook, seconded by Preister, to recommend approval of the purchase of a Command Post Trailer, from MBF Industries, Inc., not to exceed \$400,000.00, with reimbursement through the CARES ACT. Roll call vote on motion was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

**Approve and authorize the Mayor to sign the Memorandum of Understanding and Agreement with the Bellevue Native Plant Society for providing the maintenance of the plantings in the public areas as described per the agreement, for a 3-year period beginning September 15, 2020 through September 14, 2023. (Deputy Director of Parks and Recreation)**

**Motion** was made by Preister, seconded by Cook, to approve and authorize the Mayor to sign the Memorandum of Understanding and Agreement with the Bellevue Native Plant Society for providing the maintenance of the plantings in the public areas as described per the agreement, for a 3-year period beginning September 15, 2020 through September 14, 2023.

**Motion** was made by Welch, seconded by Preister to amend the MOU by adding into Section 2: "The City shall not be held liable for any injury or tother property damage that my result to the BNPS its agents or assignees as a result of the labor maintenance of BNPS its agents or assignees".

Roll call vote to approve the amendment was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

# MINUTE RECORD

Bellevue City Council Meeting, November 17, 2020, Page 4

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

**ADMINISTRATION REPORTS:** Comments must be limited to items on the current Reports (Monthly reports are given at the first Council Meeting of every month - November report attached to December 1st Council packet)

**CLOSED SESSION:** None

## **ADJOURNMENT:**

There being no further business to come before the Council at this time, on motion by Shannon, seconded by Preister, the meeting was adjourned at 7:09 p.m.

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



Susan Kluthe, City Clerk

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Rusty Hike, Mayor

I, the undersigned, City Clerk of the City of Bellevue, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the Mayor and Council on November 17, 2020; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and readily available for public inspection at the office of the City Clerk; that such subjects were contained in said agendas for at least twenty-four hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.



Susan Kluthe, City Clerk

# MINUTE RECORD

\*6.  
12/01/2020

## CLAIMS FOR DECEMBER 1, 2020

PAGE 1

<b>MAYOR</b>		
CENTURY LINK	MONTHLY SERVICE-2020-10-22	12.26
U.S. CELLULAR	MONTHLY SERVICE-2020-11-4	52.46
		<u>\$ 64.72</u>
<b>CITY ADMINISTRATOR</b>		
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2020-11-2	42.53
CANTEEN	COFFEE SUPPLIES	315.78
CENTURY LINK	MONTHLY SERVICE-2020-10-22	23.73
J P COOKE COMPANY	NAME PLATE-McCAW	30.00
U.S. CELLULAR	MONTHLY SERVICE-2020-11-4	145.27
		<u>\$ 557.31</u>
<b>CITY COUNCIL</b>		
DON PREISTER	REIMB FOR INTERNET-NOV 2020	83.55
		<u>\$ 83.55</u>
<b>LEGAL</b>		
ADAM HESS	SUBPENOA FEE	25.22
ANTHONY CARRERA	SUBPENOA FEE	28.70
CENTURY LINK	MONTHLY SERVICE-2020-10-22	24.13
QUINN'S QUALITY REPORTING, LTD	LEGAL FEES - BOA	287.50
U.S. CELLULAR	MONTHLY SERVICE-2020-11-4	89.93
		<u>\$ 455.48</u>
<b>CABLE ADVISORY</b>		
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2020-11-2	36.15
CENTURY LINK	MONTHLY SERVICE-2020-10-22	8.17
U.S. CELLULAR	MONTHLY SERVICE-2020-11-4	49.46
		<u>\$ 93.78</u>
<b>CITY CLERK</b>		
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2020-11-2	31.90
CENTURY LINK	MONTHLY SERVICE-2020-10-22	12.26
GRETNA GUIDE & NEWS	LEGAL ADS	294.61
		<u>\$ 338.77</u>
<b>FINANCE/RISK MANAGEMENT</b>		
AMAZON.COM, LLC	OFFICE SUPPLIES	368.56
BELLEVUE PRINTING COMPANY	COB ENVELOPES	365.15
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2020-11-2	55.29
CENTURY LINK	MONTHLY SERVICE-2020-10-22	59.42
HANEY SHOE STORE	SAFETY SHOES-3 EMPLOYEES	528.96
J P COOKE COMPANY	ACCOUNTING STAMPS+C257	111.05
QUADIENT FINANCE USA, INC	POSTAGE REFILL	1,000.00
RED WING BUSINESS ADVANTAGE	SAFETY SHOES-1 EMPLOYEE	179.99
STANDARD PRINTING COMPANY	A/P BLANK CHECKS	441.66
U.S. CELLULAR	MONTHLY SERVICE-2020-11-4	54.50
		<u>\$ 3,164.58</u>

# MINUTE RECORD

## CLAIMS FOR DECEMBER 1, 2020

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### LIBRARY

AMAZON.COM, LLC	PROGRAM SUPPLIES, VIDEOS, OFFICE SUPPLIES, BOOKS	1,665.90
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2020-11-2	128.78
CENGAGE LEARNING, INC	BOOKS	23.20
CENTURY LINK	MONTHLY SERVICE-2020-10-22	40.87
DEMCO	OFFICE SUPPLIES	26.94
INGRAM LIBRARY SERVICES	BOOKS	2,454.81
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2020-11-4	106.11
NEBRASKA DEPT OF LABOR	UNEMPLOYMENT QTR ENDING 9/30/20	2,033.60
OVERDRIVE, INC	DOWNLOADABLE BOOKS	2,000.00
QUADIANT FINANCE USA, INC	POSTAGE REFILL, SUPPLIES	763.34
SENSOURCE	ANNUAL DATA HOSTING SERVICE FEE W/VEACLOUD	180.00
		<b>\$ 9,423.55</b>

### ADMINISTRATIVE SERVICES/PERSONNEL

AMAZON.COM, LLC	OFFICE SUPPLIES	27.40
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2020-11-2	46.79
CENTURY LINK	MONTHLY SERVICE-2020-10-22	57.13
IDEAL PURE WATER COMPANY	BOTTLED WATER	47.25
INDUSTRIAL ORGANIZATIONAL SOLUTIONS	FF TESTING MATERIALS	913.00
NEBRASKA DEPT OF LABOR	UNEMPLOYMENT QTR ENDING 9/30/20	7.07
U.S. CELLULAR	MONTHLY SERVICE-2020-11-4	81.32
UPS	POSTAGE	61.21
		<b>\$ 1,241.17</b>

### CODE ENFORCEMENT

BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2020-11-2	32.34
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2020-11-12	114.09
U.S. CELLULAR	MONTHLY SERVICE-2020-11-4	76.65
		<b>\$ 223.08</b>

### PUBLIC WORKS

AMAZON.COM, LLC	OFFICE SUPPLIES	110.19
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2020-11-2	54.58
CENTURY LINK	MONTHLY SERVICE-2020-10-22	49.05
HGM ASSOCIATES INC	2019-2020 BRIDGE INSPECTIONS	5,217.23
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2020-11-12	190.78
U.S. CELLULAR	MONTHLY SERVICE-2020-11-4	314.58
		<b>\$ 5,936.41</b>

### PARKS

ALEXANDER LAWN & LANDSCAPE, INC	RIGHT OF WAY MOWING- CYCLE 12	9,521.90
AMAZON.COM, LLC	DOG WASTE BAGS	145.60
A-RELIEF SERVICES	PORTABLE RESTROOMS-CITY PARKS	1,268.00
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2020-11-2	32.26
CENTURY LINK	MONTHLY SERVICE-2020-10-22	36.79
DC ELECTRIC/HEARTLAND LIGHTING	ADDED ELECTRICAL-WASHINGTON PARK	15,300.00
FERGUSON ENTERPRISES INC #1657	PLUMBING SUPPLIES	45.29
MENARDS	GLOVES, PAIL LINERS, PAINT	246.44
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2020-11-09	514.46
PRECISE MRM LLC	POOLED DATA	225.00
READY MIXED CONCRETE COMPANY	CONCRETE	444.05

# MINUTE RECORD

## CLAIMS FOR DECEMBER 1, 2020

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### PARKS (cont'd)

TERRY HUGHES TREE SERVICE	REMOVE ASH TREES - WASHINGTON PARK	7,500.00
THIELE GEOTECH	MATERIAL TESTING-LOOKINGGLASS HEIGHTS	899.00
TRAVELERS	LIABILITY CLAIMS	19,919.00
U.S. CELLULAR	MONTHLY SERVICE-2020-11-4	191.90
VOGEL WEST	PAINT	40.25
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	13.42
		<hr/>
		\$ 56,343.36

### RECREATION

CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	17.74
CENTURY LINK	MONTHLY SERVICE-2020-10-22	51.64
J & J SMALL ENGINE SERVICE	NEW LAZER X MOWER	10,759.00
MIDWEST IMPRESSIONS	LEAGUE SHIRTS	407.50
NEBRASKA DEPT OF LABOR	UNEMPLOYMENT QTR ENDING 9/30/20	15.10
PAY-LESS OFFICE SUPPLY	FOLDING CHAIRS	780.00
U.S. CELLULAR	MONTHLY SERVICE-2020-11-4	64.57
VICTORIA ALMONTE	REFUND DEPOSIT FOR B-DAY PARTY	375.00
		<hr/>
		\$ 12,470.55

### BUILDING MAINTENANCE

AMAZON.COM, LLC	WATER COOLER	1,100.87
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2020-11-2	972.53
CENTURY LINK	MONTHLY SERVICE-2020-10-22	4.09
DAY ELECTRIC SERVICE, INC	INSTALL 125 VOLT PLUG-DIST 4	1,419.35
ECHO GROUP, INC	SWIVEL PHOTO EYE, TAMPER & WEATHER RESISTANT GFI	169.41
FILTER SHOP	FILTERS	217.22
HEARTLAND AWNING & DESIGN, INC	AWNINGS-1500 WALL ST	3,885.00
HILLYARD	JANITORIAL SUPPLIES	433.20
INTERSTATE POWER SYSTEMS, INC	GENERATOR MAINTENANCE-CITY BUILDINGS	1,319.50
JOHNSTONE SUPPLY	GLOW BAR FOR HEATER	24.08
MENARDS	NAILS, LUMBER, CLEANING SUPPLIES, PAINT, GUTTER CABLE	372.13
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2020-11-3	278.61
OMAHA DOOR & WINDOW COMPANY	REPLACE EOC DOOR	2,000.00
ROCHESTER MIDLAND CORPORATION	WATER ENERGY TEAM FIXED BILLING	292.00
STANDARD HEATING & A/C	SERVICE AGREEMENT	141.15
THE HOME DEPOT PRO-SUPPLY WORKS	JANITORIAL SUPPLIES	1,430.82
U.S. CELLULAR	MONTHLY SERVICE-2020-11-4	25.53
VOSS LIGHTING	JANITORIAL SUPPLIES	98.14
WESTLAKE ACE HARDWARE	ELECTRICAL SUPPLIES, PADLOCKS	23.27
ZEP SALES AND SERVICE	FLASH FLOOR CLEANER	241.99
		<hr/>
		\$ 14,448.89

### CEMETERY

BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2020-11-2	32.26
CENTURY LINK	MONTHLY SERVICE-2020-10-22	4.09
U.S. CELLULAR	MONTHLY SERVICE-2020-11-4	49.46
		<hr/>
		\$ 85.81

# MINUTE RECORD

CLAIMS FOR DECEMBER 1, 2020

PAGE 4

## STREETS

AMAZON.COM, LLC	IMPACT WRENCH	189.00
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2020-11-2	511.35
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	77.44
CENTURY LINK	MONTHLY SERVICE-2020-10-22	36.79
FELSBURG HOLT & ULLEVIG, INC	36TH ST DESIGN TO OCT 2020	13,425.26
IMSA	MEMBERSHIP DUES-2 EMPLOYEES	200.00
INDEPENDENT SALT CO	ICE CONTROL SALT	4,823.60
MD SOLUTIONS, INC	STREET SIGNS	8,689.80
MENARDS	POST MOUNT, SUPPLIES, SOCKETS	75.89
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2020-11-4	446.81
MIDWEST SALES & SERVICE CO	CUTTING EDGES	1,094.10
NEWMAN SIGNS	STREET SIGNS	313.42
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2020-11-12	270.34
OMAHA PUBLIC POWER DISTRICT	MONTHLY STREET LIGHTING-2020-11-2	78,235.94
OMNI	ASPHALT	1,863.40
PRECISE MRM LLC	POOLED DATA	705.00
READY MIXED CONCRETE COMPANY	CONCRETE	11,166.33
U.S. CELLULAR	MONTHLY SERVICE-2020-11-4	243.35
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	13.42
WESTLAKE ACE HARDWARE	SUPPLIES	15.58
		<b>\$ 122,396.82</b>

## FLEET MAINTENANCE

911 CUSTOM, LLC	BUMPER, LIGHT BARS, WARNING LIGHTS, MOUNTING BRACKETS	9,797.51
ALLIED OIL & TIRE COMPANY	ANTIFREEZE, EXHAUST FLUID	566.99
AMAZON.COM, LLC	SUPPLIES	16.28
AUTO VALUE PARTS - SOUTH OMAHA	MARINE ANTIFREEZE	26.34
AUTOMOTIVE WAREHOUSE DIST, INC	PARTS	1,333.67
AVERY RENTS	PROPANE FOR FORKLIFT	20.93
BAUER BUILT	TIRES	3,764.34
BAUM HYDRAULICS CORP	PARTS	178.81
BAXTER CHRYSLER DODGE JEEP	STRUT TENSIONER, HEATER HOSE, SEAT BELT	407.28
BELLEVUE TIRE & AUTO SERVICE	TIRES	1,668.00
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2020-11-2	218.55
BOBCAT OF OMAHA	AUGER EXTENSION, WIRE LOOM KIT	449.20
CENTURY LINK	MONTHLY SERVICE-2020-10-22	28.61
CUMMINS SALES AND SERVICE	POWER STEERING DIPSTICKS	23.46
FACTORY MOTOR PARTS CO	FILTERS, OIL, STARTER	186.56
FARM PLAN	SEAL KITS	55.22
FORCE AMERICA, INC	GRANULAR FEEDBACK SENSORS	811.32
INDOFF	OFFICE SUPPLIES	92.65
INLAND TRUCK PARTS CO	DISK PAD SET, ROTOR, PARTS	958.50
INTERSTATE BATTERIES	BATTERIES	474.62
J & J SMALL ENGINE SERVICE	CUP NOSE, CRADLE HYDRO, SEAL KIT	381.63
JONES AUTOMOTIVE	PART REPLACEMENT	156.96
JUDAH CASTER COMPANY	WHEELS FOR FLEET CART	140.00
KELLY SUPPLY COMPANY	ELECTRICAL CONNECTORS FOR STOCK	96.39
LOGAN CONTRACTORS SUPPLY	HEATED HOSE	2,650.00
MARKING REFRIGERATION, INC	OIL INJECT CAP	3.95
MATHESON TRI-GAS INC	WELDING SUPPLIES	327.83
NAPA AUTO PARTS	FILTERS, BRAKLEEN, SWITCHES	485.72

# MINUTE RECORD

## CLAIMS FOR DECEMBER 1, 2020

PAGE 5

### FLEET MAINTENANCE (cont'd)

NEBRASKA IOWA INDUSTRIAL FASTENERS	HEAT SHRINK, NUTS, DRILL BITS, WASHERS	189.99
NMC EXCHANGE LLC	LIGHT SOCKET, BEARINGS, PINS, WASHERS	406.79
NORTH CENTRAL AMBULANCE	LUG NUTS FOR MED15	8.94
ROGER'S TOWING	TOW CHARGE	80.00
SWAN ENGINEERING	O-RINGS, WIPERS	16.88
TOMASEK MACHINE SHOP	THREAD PIPE NIPPLES	65.00
TOOL SHED	CUT OFF WHEELS FOR FAB	247.50
TY'S OUTDOOR POWER & SERVICE	SNOW PLOW LIGHT UPGRADE KIT	841.33
U.S. CELLULAR	MONTHLY SERVICE-2020-11-4	71.04
UPS STORE	FREIGHT TO RETURN DEFECTIVE PARTS	44.14
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	80.40
		<b>\$ 27,373.33</b>

### SOLID WASTE

WASTE CONNECTIONS OF NEBRASKA	TRASH HAULING FEES-2708 ARBORETUM DR	197.77
WASTE CONNECTIONS OF NEBRASKA	TRASH HAULING FEES-PARADISE PK	466.41
		<b>\$ 664.18</b>

### PLANNING

BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2020-11-2	49.13
CENTURY LINK	MONTHLY SERVICE-2020-10-22	12.26
GRETNA GUIDE & NEWS	LEGAL AD	20.39
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	237.42
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2020-11-12	172.57
		<b>\$ 491.77</b>

### PERMITS & INSPECTIONS

AMAZON.COM, LLC	OFFICE SUPPLIES	42.53
ANDERSON EXCAVATING & WRECKING	DEMOLITION OF PARADISE PARK-FINAL	220,720.00
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2020-11-2	65.50
CENTURY LINK	MONTHLY SERVICE-2020-10-22	20.44
HARRIS COMPUTER SYSTEMS	ANNUAL SOFTWARE MAINTENANCE PAYMENT	5,350.00
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2020-11-12	230.09
U.S. CELLULAR	MONTHLY SERVICE-2020-11-4	273.39
		<b>\$ 226,701.95</b>

### POLICE

AMAZON.COM, LLC	OFFICE SUPPLIES, COFFEE BREWER, LAPTOPS, SCANNER, BELTS, CARRYING CASES	6,454.93
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2020-11-2	1,163.07
CENTURY LINK	MONTHLY SERVICE-2020-10-22	374.25
COMPCHOICE OCCUPATIONAL HEALTH	MEDICAL TESTING FOR NEW RECRUITS	447.61
CONNER PSYCHOLOGICAL SERVICES PC	PRE-EMPLOYMENT PSYCH EVALUATION	385.00
CULLIGAN OF OMAHA	BOTTLED WATER	15.45
DON'S PIONEER UNIFORMS	UNIFORM ITEMS, BADGE HOLDERS	1,043.82
DOUGLAS COUNTY SHERIFF OFFICE	FORENSIC FEES	400.00
ENTERPRISE FM TRUST	DEA VEHICLE LEASE	564.32
FEDERAL EXPRESS CORPORATION	SHIPPING CHARGE	11.76
GALLO PROFESSIONAL POLYGRAPH SERVICES, LLC	POLYGRAPH SERVICE	725.00
GRAPHIC DESIGNS INTERNATIONAL, LLC	GRAPHICS FOR CRUISERS	4,029.48
GREAT PLAINS UNIFORMS	UNIFORM ITEMS	93.99
JACKSON SERVICES, INC	DOOR MAT SERVICE-POLICE	113.84

# MINUTE RECORD

## CLAIMS FOR DECEMBER 1, 2020

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### POLICE (cont'd)

JORDAN SPENCER	PROVIDE PER DIEM FOR TRAINING	480.12
LEADSONLINE, LLC	RENEW INVESTIGATION SYSTEM PACKAGE	6,683.00
MATRIX BUSINESS SYSTEMS	BROTHER PRINTER	550.00
MENARDS	LUMBER, SAW BLADE SET, SUPPLIES	208.98
METRO LEASING	8734 LEASE -2018 EXPLORERS (9)	22,045.60
NEBRASKA LAW ENFORCEMENT TRAINING CENTER	CERTIFICATION FEES FOR NEW RECRUITS, RECIPROCIITY TRAINING	950.00
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2020-11-12	4,086.03
POLICE EXECUTIVE RESEARCH FORUM	RENEW MEMBERSHIP	475.00
SARPY COUNTY SHERIFF'S OFFICE	SWAT CONTRIBUTION-OCT 20 TO OCT 21	2,000.00
SPRINT	MONTHLY SERVICE 3 MONTHS	375.66
TRAVELERS	LIABILITY CLAIMS	19,749.00
TRI-TECH FORENSICS, INC	EVIDENCE SUPPLIES	154.95
U.S. CELLULAR	MONTHLY SERVICE-2020-11-4	3,976.25
WATCHGUARD VIDEO	REPAIR DVR	152.00
WESTLAKE ACE HARDWARE	PADLOCK, WATER	27.96
		<u>\$ 77,737.07</u>

### FIRE & RESCUE

BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2020-11-2	550.58
CENTURY LINK	MONTHLY SERVICE-2020-10-22	104.18
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2020-11-3	2,420.09
AIRGAS USA, LLC	MEDICAL SUPPLIES	12.17
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	3,310.52
ED M FELD EQUIPMENT CO	RIT FUNCTION TESTS	1,553.90
GREAT PLAINS UNIFORMS	UNIFORMS	2,169.50
INTERSTATE POWER SYSTEMS, INC	PARTS FOR GENERATORS	1,708.33
JO DON'S	T-SHIRTS	695.00
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	499.30
McKESSON MEDICAL-SURGICAL GOVT SOLUTIONS	MEDICAL SUPPLIES	1,280.75
MENARDS	HD HOSE, CLEANING SUPPLIES	115.68
SHRED-IT USA	SHREDDING SERVICE	144.00
STRYKER SALES CORPORATION	PREVENTIVE MAINTENANCE-LUCAS EQUIP	4,773.60
STRYKER SALES CORPORATION	SUBSCRIPTION TO 2021-2-21	1,196.00
U.S. CELLULAR	MONTHLY SERVICE-2020-11-4	823.51
ZOLL MEDICAL CORPORATION	MEDICAL SUPPLIES	924.00
ZOLL MEDICAL CORPORATION	MONTHLY HOSTING BILLING	3,410.38
		<u>\$ 25,691.49</u>

### NON-DEPARTMENTAL/CONTRACTS

BKD & ASSOCIATES, LLP	2020 PROGRESS BILLING #1	9,500.00
CENTURY LINK	MONTHLY SERVICE-2020-10-22	1,247.06
LOCKTON COMPANIES, LLC	WELLNESS CONSULTING-JUNE AND NOV 2020	3,465.00
METRO AREA TRANSIT	MAT SERVICE-SEP 2020, 2087 MILES	6,016.00
NEBRASKA DEPT OF REVENUE	SALES TAXES-OCT 2020	78.57
PM AM CORPORATION	ALARM FEES-OCT 2020	1,980.00
		<u>\$ 22,286.63</u>

# MINUTE RECORD

## CLAIMS FOR DECEMBER 1, 2020

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### INFORMATION TECHNOLOGY

AVI SYSTEMS	UPS BATTERIES-TRAINING SITE	533.94
CONVERGEONE, INC	EXTREME MAINTENANCE	8,713.00
MOTOROLA SOLUTIONS, INC	RADIO MAINTENANCE	1,679.64
ONE CALL CONCEPTS	LOCATES FOR IT	8.45
U.S. CELLULAR	MONTHLY SERVICE-2020-11-4	40.29
VERTIV CORPORATION	LIEBERT SOFTWARE SUPPORT	2,354.28
		<u>\$ 13,329.60</u>

### WASTEWATER

AMAZON.COM, LLC	SWITCHBLADE NOZZLE, OFFICE SUPLIES, RIPSAW REPAIR KIT	750.44
CENTURY LINK	MONTHLY SERVICE-2020-10-22	114.67
COX BUSINESS SERVICES	MONTHLY SERVICE-2020-11-04	220.00
MENARDS	COUPLERS, AIR HOSE FLEX	91.67
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2020-11-3	456.55
NAPA AUTO PARTS	TIRE VALVE, ADAPTOR, PLUG	14.09
U.S. CELLULAR	MONTHLY SERVICE-2020-11-4	453.09
WESTLAKE ACE HARDWARE	AIR COUPLERS, NIPPLES	49.90
		<u>\$ 2,150.41</u>

### COMMUNITY DEVELOPMENT

ABBY HIGHLAND	CDBG CONSULTING FEES	3,249.25
ABBY HIGHLAND	CDBG CONSULTANT-OCT 2020	3,259.50
GRETNA GUIDE & NEWS	LEGAL ADS	109.37
HEARTLAND FAMILY SERVICE	HOUSING NAVIGATION EXPENSES	4,489.98
		<u>\$ 11,108.10</u>

### FEDERAL FORFEITURES

VIRTRA SYSTEMS, INC	SIMULATOR EQUIPMENT AND TRAINING	42,199.90
		<u>\$ 42,199.90</u>

**TOTAL CLAIMS FOR DECEMBER 1, 2020** \$ **677,062.26**

**TOTAL PAYROLL FOR NOVEMBER 13, 2020** \$ **994,808.78**

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

10a.  
12/01/2020

COUNCIL MEETING DATE: 12/01/2020		SUBMITTED BY: Susan Kluthe, City Clerk		
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>		
LIQUOR LICENSE <input checked="" type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input checked="" type="checkbox"/>		
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>		

SUBJECT:

Application for East Coast Eats LLC dba "Sinful Burgers" to sell beer, wine, and distilled spirits at 4005 Twin Creek Drive 101, Bellevue and Michael Tripp as Manager

SYNOPSIS/BACKGROUND:

East Coast Eats LLC dba "Sinful Burger" would like a new Class "C" Liquor License to sell beer, wine, and distilled spirits, On and Off Sale at 4005 Twin Creek Drive 101, Bellevue (replacing application "C-124015) and for Michael Tripp as Manager. Applications are turned directly into the NE Liquor Control Commission by the applicant then forwarded on to the City Clerk's Office by the NE Liquor Control Commission. The Clerk publishes a hearing notice and the application is reviewed by the Police, Planning and Clerk and then submitted to the City Council for review and recommendation, and then forwarded to the NE Liquor Control Commission for final approval (if there are no issues).

FISCAL IMPACT: \$915.00/year      BUDGETED FUNDS?: NO      GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: NO      COUNTER-PARTY:      INTERLOCAL AGREEMENT: NO

CONTRACT DESCRIPTION: \_\_\_\_\_

CONTRACT EFFECTIVE DATE: \_\_\_\_\_ CONTRACT TERM: \_\_\_\_\_ CONTRACT END DATE: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_

START DATE: \_\_\_\_\_ END DATE: \_\_\_\_\_ PAYMENT DATE: \_\_\_\_\_ INSURANCE REQUIRED: NO

CIP PROJECT NAME: \_\_\_\_\_ CIP PROJECT NUMBER: \_\_\_\_\_

STREET DISTRICT NAME (S): \_\_\_\_\_ STREET DISTRICT NUMBER (S): \_\_\_\_\_

ACCOUNTING DISTRIBUTION CODE: \_\_\_\_\_ ACCOUNT NUMBER: \_\_\_\_\_

RECOMMENDATION:

Recommend approval of application for a new Class "C" Liquor License at 4005 Twin Creek Drive 101, Bellevue (replacing application "C-124015) and for Michael Tripp as Manager

ATTACHMENTS:

- |                  |                   |                    |
|------------------|-------------------|--------------------|
| 1. Application   | 2. Clerk's Report | 3. Planning Report |
| 4. Police Report | 5. _____          | 6. _____           |

SIGNATURES:

LEGAL APPROVAL AS TO FORM: \_\_\_\_\_

FINANCE APPROVAL AS TO FORM: \_\_\_\_\_

ADMINISTRATOR APPROVAL AS TO FORM: \_\_\_\_\_

*A. Bruce Robbins*  
*[Signature]*  
*[Signature]*

APPLICATION FOR LIQUOR LICENSE  
AND CORPORATE MANAGER

**POLICE REPORT**

Date of City Council Meeting: 12/1/2020 Due to City Clerk: 11/24/2020

Applicant: East Coast Eats LLC dba "Sinful Burger"

Location/Address: 4005 Twin Creek Drive 101, Bellevue, NE 68123

Requested Action:

Recommendation to approve application for a Class "C" Liquor License to sell beer, wine, and distilled spirits, On and Off Sale, for East Coast Eats LLC dba "Sinful Burger" at 4005 Twin Creek Drive 101, Bellevue, NE 68123 and Michael Tripp as Manager.

Individuals to be Checked:

	<u>Name &amp; Address</u>	<u>DOB</u>
1.	<u>Michael Tripp 1137 Devon Drive, Papillion, NE 68046</u>	<u></u>
2.	<u>Amanda Calderon 1137 Devon Drive, Papillion, NE 68046</u>	<u></u>

Comments:

No objection to Mr. Trip no record of Ms. Calderon.

Signature of Reviewer: 

Date: 11-16-20

**LIQUOR LICENSE APPLICATION REPORT  
CITY OF BELLEVUE  
PLANNING DEPARTMENT**

**DATE OF CITY COUNCIL PUBLIC HEARING:** December 1, 2020

**DATE REPORT DUE TO CITY CLERK:** by noon on November 24, 2020

**APPLICANT:** East Coast Eats LLC dba "Sinful Burger Burgers"

**ADDRESS:** 4005 Twin Creek Drive, #101, Bellevue

**REQUESTED ACTION:** Recommendation for approval for new application to replace application for Class "C-124015" Liquor License to sell beer, wine and distilled spirits, On and Off Sale, 4005 Twin Creek Drive 101, Bellevue, and for Michael Tripp as Manager

**BACKGROUND:** New Application replacing Application Class "C-124015" Liquor License

**IS THIS LOCATION WITHIN THE CITY LIMITS OF BELLEVUE?** Yes

**IS THIS LOCATION WITHIN THE CITY'S TWO-MILE ZONING JURISDICTION?** Yes

**EXISTING ZONING:** BG (General Business)

**WILL ZONING ALLOW A LIQUOR LICENSE?** Yes

**EXISTING LAND USE:** Commercial strip retail building

**IS THE CURRENT USE NON-CONFORMING?** No **EXPLANATION:** n/a

**ADJACENT LAND USE AND ZONING:**

**NORTH:** Commercial, BG-PCO (General Business – Planned Center Overlay)

**SOUTH:** Commercial, BGH (Heavy General Business) and AG (Agricultural) – to the south of Highway 370

**EAST:** Commercial, BG (General Business)

**WEST:** Commercial, BG (General Business)

**DISTANCE FROM SCHOOL (if applicable):** n/a

**DISTANCE FROM COLLEGE (if applicable):** n/a

**DISTANCE FROM CHURCH (if applicable):** n/a

**IMMEDIATE NEIGHBORHOOD/AREA LAND USES:** This area is strictly a commercial area known as Twin Creek. It runs from 36<sup>th</sup> Street to 42<sup>nd</sup> Street along the north side of Highway 370. The area is a mix of retail, restaurants, and service type businesses.

**NUMBER OF PARKING SPACES REQUIRED:** Unknown **PROVIDED:** Unknown

**ANALYSIS OF NEIGHBORHOOD EFFECTS:**

**TRAFFIC:** There is no traffic impact expected.

**STREET/ACCESS:** There is no street/access impact expected.

**PEDESTRIAN:** There is no pedestrian impact expected.

**NOISE:** There is no noise impact expected.

**LIGHTING:** There is no lighting impact expected.

**GENERAL COMMENTS:** This is strictly a commercial area which would accommodate on and off sale liquor sales.

**RECOMMENDATIONS:** \_\_\_\_\_

# LIQUOR LICENSE APPLICATION REPORT

## City Clerk

APPLICANT: East Coast Eats LLC dba "Sinful Burgers"  
LOCATION/ADDRESS: 4005 Twin Creek Drive 101, Bellevue  
REQUESTED ACTION: Recommendation to approve application replacing Class "C-124015" Liquor License to sell beer, wine, and distilled spirits, On and Off Sale at 4005 Twin Creek Drive 101, Bellevue, **AND** for Michael Tripp as manager.

DATE APPLICATION RECEIVED: 11/10/20

FINAL DATE HEARING CAN BE HELD (45 days from receipt): 12/25/20

DATE ADVERTISED (not less than 7 nor more than 14 days): 11/18/20

### CURRENT NUMBER OF LICENSES:

Class A (Beer on sale only):	<u>1</u>
Class B (Beer off sale only):	<u>0</u>
Class C (Alcoholic liquor, on and off sale):	<u>24</u>
Class D (Alcoholic liquor, off sale only):	<u>27</u>
Class I (Alcoholic liquor on sale only):	<u>29</u>
Class K (Catering License with Class B, C or D license):	<u>5</u>
Class X (Wholesale Liquor)	<u>1</u>
TOTAL	<u>87</u>

**NOTICE OF HEARING ON NEW APPLICATION REPLACING  
APPLICATION FOR CLASS "C-124015"  
LIQUOR LICENSE**

Notice is hereby given that East Coast Eats, LLC dba "Sinful Burger" has filed a new application for replacing the Class "C-124015" Liquor License at 4005 Twin Creek Drive 101, Bellevue and for Michael Tripp as Manager.

A hearing on the application will be held in the Council Chambers at City Hall, 1500 Wall Street, Bellevue, on December 1, 2020, at 6:00 p.m., at which time all persons desiring to give evidence before the City Council will be heard.

Susan Kluthe  
City Clerk

**APPLICATION FOR LIQUOR LICENSE  
CHECKLIST - RETAIL**

NEBRASKA LIQUOR CONTROL COMMISSION  
301 CENTENNIAL MALL SOUTH  
PO BOX 95046  
LINCOLN, NE: 68509-5046  
PHONE: (402) 471-2571  
FAX: (402) 471-2814  
Website: www.lcc.nebraska.gov

RECEIVED		
NOV 10 2020		
NEBRASKA LIQUOR CONTROL COMMISSION		
Hot List: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	New/Replacing #	093683
Class Type	C	124015
		Initial TB

Applicant name Michael Tripp

Trade name East Coast Eats LLC

Previous trade name SINFUL Burger

Contact email address michaeldtripp11@gmail.com


Provide all the items requested. Failure to provide any item will cause this application to be returned or placed on hold. All documents must be legible. Any false statement or omission may result in the denial, suspension, cancellation or revocation of your license. If your operation depends on receiving a liquor license, the Nebraska Liquor Control Commission cautions you that if you purchase, remodel, start construction, spend or commit money that you do so at your own risk. Prior to submitting your application review the application carefully to ensure that all sections are complete, and that any omissions or errors have not been made. You may want to check with the city/village or county clerk, where you are making application, to see if any additional requirements must be met before submitting application to the Nebraska Liquor Control Commission.

JOS# 201151512  
TOP Requested

Reports  
Created

Missing  
Sig page 103 ✓  
Form 147 - Michael ✓  
Payment ✓

*no fee submitted*

Office use only	 2000011353
PAYMENT TYPE _____	
AMOUNT: _____	
Received: _____	

1.  Fingerprints are required for each person as defined in new application guide, found on our website under "Licensing Tab" in "Guidelines/Brochures". See Form 147 for further information, this form **MUST** be included with your application.
2.  Enclose application fee of \$400 (nonrefundable), check made payable to the Nebraska Liquor Control Commission or you may pay online at [www.ne.gov/go/NLCCpayport](http://www.ne.gov/go/NLCCpayport).
3.  Enclose the appropriate application forms;
  - Individual License (requires insert form 1)
  - Partnership License (requires insert form 2)
  - Corporate License (requires insert form 3a & 3c)
  - Limited Liability Company (LLC) (requires form 3b & 3c)
4.  If building is being leased send a copy of signed lease. Be sure the lease reads in the name of the individual(s), corporation or Limited Liability Company (LLC) making application. Lease term must run through the license year being applied for.
5.  If building is owned or being purchased send a copy of the deed or purchase agreement in the name of the applicant.
6.  If buying the business of a current liquor license holder:
  - a. Provide a copy of the purchase agreement from the seller (must read applicants name)
  - b. Provide a copy of alcohol inventory being purchased (must include brand names and container size)
  - c. Enclose a list of the assets being purchased (furniture, fixtures and equipment)
7.  If requesting to operate on current liquor license; enclose Temporary Operating Permit (TOP) (form 125).
8.  Enclose a list of any inventory or property owned by other parties that are on the premises.
9.  For citizenship enclose U.S. birth certificate; U.S. passport or naturalization paper
  - a. For residency enclose proof of registered voter in Nebraska
  - b. See guideline for further assistance <http://www.lcc.nebraska.gov/brochures.html>
10.  Corporation or Limited Liability Company (LLC) must enclose a copy of articles of incorporation; as filed with the Secretary of State's Office. This document must show barcode.
11.  Submit a copy of your business plan.

I acknowledge that this application is not a guarantee that a liquor license will be issued to me, and that the average processing period is 60 days. Furthermore, I understand that all the information is truthful and I accept all responsibility for any false documents.

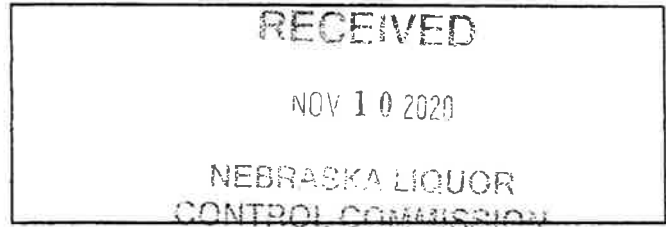
Signature

11-9-2020

Date

**APPLICATION FOR LIQUOR LICENSE  
RETAIL**

NEBRASKA LIQUOR CONTROL COMMISSION  
301 CENTENNIAL MALL SOUTH  
PO BOX 95046  
LINCOLN, NE 68509-5046  
PHONE: (402) 471-2571  
FAX: (402) 471-2814  
Website: www.lcc.nebraska.gov/



**CLASS OF LICENSE FOR WHICH APPLICATION IS MADE AND FEES  
CHECK DESIRED CLASS**

- RETAIL LICENSE(S) Application Fee \$400 (nonrefundable)
- A BEER, ON SALE ONLY
  - B BEER, OFF SALE ONLY
  - C BEER, WINE, DISTILLED SPIRITS, ON AND OFF SALE
  - D BEER, WINE, DISTILLED SPIRITS, OFF SALE ONLY
  - I BEER, WINE, DISTILLED SPIRITS, ON SALE ONLY
  - J LIMITED ALCOHOLIC LIQUOR, OFF SALE – MUST INCLUDE SUPPLEMENTAL FORM 120
  - AB BEER, ON AND OFF SALE
  - AD BEER ON SALE ONLY, BEER, WINE, DISTILLED SPIRITS OFF SALE
  - IB BEER, WINE, DISTILLED SPIRITS ON SALE, BEER OFF SALE ONLY

Class K Catering license (requires catering application form 106) \$100.00

Additional fees will be assessed at city/village or county level when license is issued

Class C license term runs from November 1 – October 31  
All other licenses run from May 1 – April 30  
Catering license (K) expires same as underlying retail license

**CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING**

- Individual License (requires insert 1 FORM 104)
- Partnership License (requires insert 2 FORM 105)
- Corporate License (requires insert 3a FORM 101 & 3c FORM 103)
- Limited Liability Company (LLC) (requires form 3b FORM 102 & 3c FORM 103)

**NAME OF ATTORNEY OR FIRM ASSISTING WITH APPLICATION (if applicable)  
Commission will call this person with any questions we may have on this application**

Name \_\_\_\_\_ Phone number: \_\_\_\_\_  
Firm Name \_\_\_\_\_

**PREMISES INFORMATION**

Trade Name (doing business as) SINFUL Burger

Street Address #1 4005 TWIN CREEK DRIVE

Street Address #2 \_\_\_\_\_

City Belleuve County Sarpy Zip Code 68123

Premises Telephone number 402-933-8727

Business e-mail address michaeldtripp11@gmail.com

Is this location inside the city/village corporate limits: YES X NO \_\_\_\_\_

Mailing address (where you want to receive mail from the Commission)

Name Michael Tripp

Street Address #1 1137 DEVON DRIVE

Street Address #2 \_\_\_\_\_

City Papillion State NE Zip Code 68046

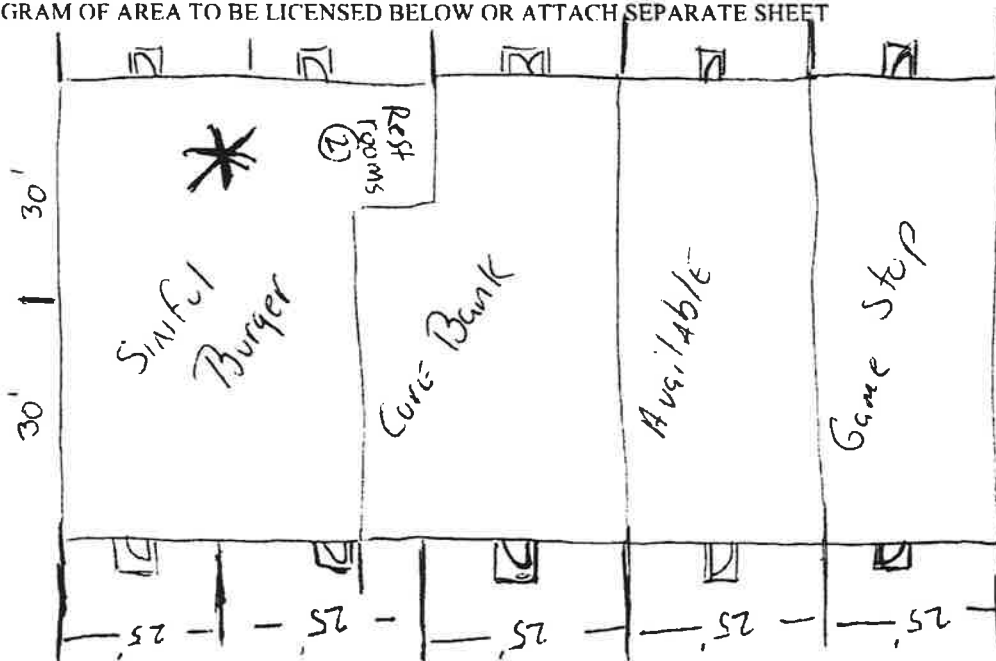
**DESCRIPTION AND DIAGRAM OF THE STRUCTURE TO BE LICENSED  
READ CAREFULLY**

In the space provided or on an attachment draw the area to be licensed. This should include storage areas, basement, outdoor area, sales areas and areas where consumption or sales of alcohol will take place. If only a portion of the building is to be covered by the license, you must still include dimensions (length x width) of the licensed area as well as the dimensions of the entire building. No blue prints please. **Be sure to indicate the direction north and number of floors of the building.**

\*\*For on premises consumption liquor licenses minimum standards must be met by providing at least two restrooms

Building: length \_\_\_\_\_ x width \_\_\_\_\_ in feet  
Is there a basement? Yes \_\_\_\_\_ No X If yes, length \_\_\_\_\_ x width \_\_\_\_\_ in feet  
Is there an outdoor area? Yes \_\_\_\_\_ No X If yes, length \_\_\_\_\_ x width \_\_\_\_\_ in feet

PROVIDE DIAGRAM OF AREA TO BE LICENSED BELOW OR ATTACH SEPARATE SHEET



**APPLICANT INFORMATION**

**1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY §53-125(5)**

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name. Include traffic violations. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

*I have traffic tickets from years ago all fines were paid, but I do not remember the dates*

YES  NO

*x Michael Tripp*

If yes, please explain below or attach a separate page

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (city & state)	Description of Charge	Disposition
Michael Tripp	Do not remember	S. Orange NJ	Non-support child support	Paid in full no longer on support
Amanda Calderon	Do not remember	Omaha NE	Following too close Accident	Paid Fines 3 years ago
Amanda Calderon	1999	NY	Attempted petty theft	Paid fines

**2. Are you buying the business of a current retail liquor license?**

YES  NO

If yes, give name of business and liquor license number

*Sinful Burger 093683*

- a) Submit a copy of the sales agreement
- b) Include a list of alcohol being purchased, list the name brand, container size and how many *N/A*
- c) Submit a list of the furniture, fixtures and equipment

**3. Was this premise licensed as liquor licensed business within the last two (2) years?**

YES  NO

If yes, give name and license number

*Sinful Burger - James Nearing - 093683*

**4. Are you filing a temporary operating permit (TOP) to operate during the application process?**

YES  NO

If yes:

- a) Attach temporary operating permit (TOP) (Form 125)
- b) TOP will only be accepted at a location that currently holds a valid liquor license.

5. Are you borrowing any money from any source, include family or friends, to establish and/or operate the business?

\_\_\_\_ YES  NO

If yes, list the lender(s) \_\_\_\_\_

6. Will any person or entity, other than applicant, be entitled to a share of the profits of this business?

YES \_\_\_\_ NO

If yes, explain. (all involved persons must be disclosed on application)

Wife but she is included on application

**No silent partners**

7. Will any of the furniture, fixtures and equipment to be used in this business be owned by others?

\_\_\_\_ YES  NO

If yes, list such item(s) and the owner. \_\_\_\_\_

8. Is premises to be licensed within 150 feet of a church, school, hospital, home for the aged or indigent persons or for veterans, their wives, and children, or within 300 feet of a college or university campus?

\_\_\_\_ YES  NO

If yes, provide name and address of such institution and where it is located in relation to the premises (Neb. Rev. Stat. 53-177)(1)

9. Is anyone listed on this application a law enforcement officer?

\_\_\_\_ YES  NO

If yes, list the person, the law enforcement agency involved and the person's exact duties.

10. List the primary bank and/or financial institution (branch if applicable) to be utilized by the business.

a) List the individual(s) who will be authorized to write checks and/or withdrawals on accounts at this institution.

Chase : Michael Tripp & Amanda Calderon

11. List all past and present liquor licenses held in Nebraska or any other state by any person named in this application. Include license holder name, location of license and license number. Also list reason for termination of any license(s) previously held.

N/A

12. List the alcohol related training and/or experience (when and where) of the person(s) making application. Those persons required are listed as followed:

- Individual: Applicant and spouse; spouse is exempt if they filed Form 116 – Affidavit of Non-Participation.
- Partnership: All partners and spouses, spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.
- Limited Liability Company: All member of LLC, Manager and all spouses; spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.
- Corporation: President, Stockholders holding 25% or more of shares. Manager and all spouses; spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.

NLCC certified training program completed: Willing to take the training course

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)

List of NLCC certified training programs  
Experience:

Applicant Name/Job Title	Date of Employment:	Name & Location of Business
Michael Tripp	6 years	Newark Airport TGIF & Caliente

13. If the property for which this license is sought is owned, submit a copy of the deed, or proof of ownership. If leased, submit a copy of the lease covering the entire license year. **Documents must show title or lease held in name of applicant as owner or lessee in the individual(s) or corporate name for which the application is being filed.**

Lease: expiration date Oct 31, 2025  
 Deed  
 Purchase Agreement

14. When do you intend to open for business? ASAP

15. What will be the main nature of business? Food / Burgers

16. What are the anticipated hours of operation? 11-8 sun-Thursday Fri-Sat ~~11-9pm~~ 11-9pm

17. List the principal residence(s) for the past 10 years for all persons required to sign, including spouses.

RESIDENCES FOR THE PAST 10 YEARS, APPLICANT AND SPOUSE MUST COMPLETE					
APPLICANT: CITY & STATE	YEAR		SPOUSE: CITY & STATE	YEAR	
	FROM	TO		FROM	TO
Papillion, NE	2012	2020 Current	Papillion, NE	2012	2020 Current
Orange, NJ	2012	2012	Orange, NJ	2012	2012
Omaha, NE	2011	2012	Omaha, NE	2011	2012
Orange, NJ	2006	2011	Orange, NJ	2006	2011

If necessary attach a separate sheet.

The undersigned applicant(s) hereby consent(s) to an investigation of his/her background and release present and future records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant(s) and spouse(s) waive(s) any right or causes of action that said applicant(s) or spouse(s) may have against the Nebraska Liquor Control Commission, the Nebraska State Patrol, and any other individual disclosing or releasing said information. Any documents or records for the proposed business or for any partner or stockholder that are needed in furtherance of the application investigation of any other investigation shall be supplied immediately upon demand to the Nebraska Liquor Control Commission or the Nebraska State Patrol. The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate or fraudulent.

Individual applicants agree to supervise in person the management and operation of the business and that they will operate the business authorized by the license for themselves and not as an agent for any other person or entity. Corporate applicants agree the approved manager will superintend in person the management and operation of the business. Partnership applicants agree one partner shall superintend the management and operation of the business. All applicants agree to operate the licensed business within all applicable laws, rules, regulations, and ordinances and to cooperate fully with any authorized agent of the Nebraska Liquor Control Commission.

**Applicant Notification and Record Challenge:** Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in FBI identification record. The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.

Must be signed in the presence of a notary public by applicant(s) and spouse(s). See guideline for required signatures



Signature of Applicant

Michael Tripp  
Print Name



Signature of Spouse

Amanda Calderon  
Print Name



Signature of Applicant

Amanda Calderon  
Print Name



Signature of Spouse

Michael Tripp  
Print Name

#### ACKNOWLEDGEMENT

State of Nebraska

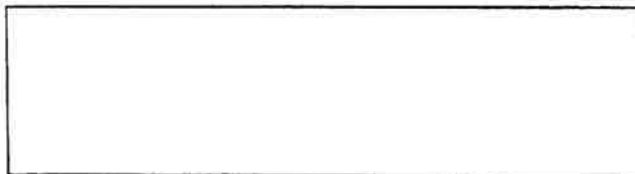
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this

\_\_\_\_\_ date

by \_\_\_\_\_ name of person(s) acknowledged (individual(s) signing)

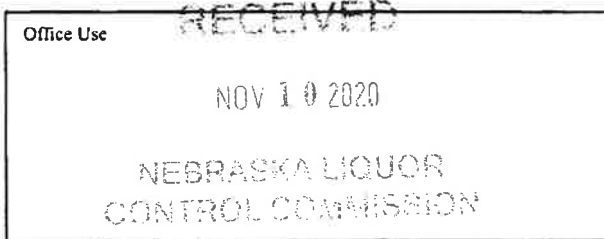
Notary Public signature



In compliance with the ADA, this application is available in other formats for persons with disabilities. A ten day advance period is required in writing to produce the alternate format.

**APPLICATION FOR LIQUOR LICENSE  
LIMITED LIABILITY COMPANY (LLC)  
INSERT - FORM 3b**

NEBRASKA LIQUOR CONTROL COMMISSION  
301 CENTENNIAL MALL SOUTH  
PO BOX 95046  
LINCOLN, NE 68509-5046  
PHONE: (402) 471-2571  
FAX: (402) 471-2814  
Website: [www.lcc.nebraska.gov](http://www.lcc.nebraska.gov)



All members including spouse(s), are required to adhere to the following requirements:

- 1) All members spouse(s) must be listed
- 2) Managing/Contact member and all members holding over 25% interest and their spouse(s) (if applicable) must submit fingerprints. See Form 147 for further information, this form MUST be included with your application.
- 3) Managing/Contact member and all members holding over 25 % shares of stock and their spouse (if applicable) must sign the signature page of the Application for License form 100 (even if a spousal affidavit has been submitted)

Attach copy of Articles of Organization (must show electronic stamp or barcode receipt by Secretary of States office)

Name of Registered Agent: Michael Tripp

Name of Limited Liability Company that will hold license as listed on the Articles of Organization  
East Coast Eats LLC

LLC Address: 1137 Devon Drive

City: Papillion State: NE Zip Code: 68046

LLC Phone Number: 862-252-0289 LLC Fax Number \_\_\_\_\_

Name of Managing/Contact Member

Name and information of contact member must be listed on following page

Last Name: Tripp First Name: Michael MI: \_\_\_\_\_

Home Address: 1137 Devon Drive City: Papillion

State: NE Zip Code: 68046 Home Phone Number: 862-252-0289

Signature of Managing/Contact Member

**ACKNOWLEDGEMENT**

State of Nebraska  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this

\_\_\_\_\_ by \_\_\_\_\_

\_\_\_\_\_ name of person acknowledge

Date \_\_\_\_\_



List names of all members and their spouses (even if a spousal affidavit has been submitted)

X Last Name: Tripp First Name: Michael MI: \_\_\_\_\_  
Social Security Number: [REDACTED] Date of Birth: [REDACTED]  
Spouse Full Name (indicate N/A if single): Amanda Calderon  
Spouse Social Security Number: [REDACTED] Date of Birth: [REDACTED]  
Percentage of member ownership 50

X Last Name: Calderon First Name: Amanda MI: \_\_\_\_\_  
Social Security Number: [REDACTED] Date of Birth: [REDACTED]  
Spouse Full Name (indicate N/A if single): Michael Tripp  
Spouse Social Security Number: [REDACTED] Date of Birth: [REDACTED]  
Percentage of member ownership 50

~~Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_  
Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
Spouse Full Name (indicate N/A if single): \_\_\_\_\_  
Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
Percentage of member ownership \_\_\_\_\_~~

~~Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_  
Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
Spouse Full Name (indicate N/A if single): \_\_\_\_\_  
Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
Percentage of member ownership \_\_\_\_\_~~

List names of all members and their spouses (even if a spousal affidavit has been submitted)

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Spouse Full Name (indicate N/A if single): \_\_\_\_\_

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Percentage of member ownership \_\_\_\_\_

---

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Spouse Full Name (indicate N/A if single): \_\_\_\_\_

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Percentage of member ownership \_\_\_\_\_

---

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Spouse Full Name (indicate N/A if single): \_\_\_\_\_

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Percentage of member ownership \_\_\_\_\_

---

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Spouse Full Name (indicate N/A if single): \_\_\_\_\_

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Percentage of member ownership \_\_\_\_\_

---

Is the applying Limited Liability Company controlled by another corporation/company?

YES

NO

If yes, provide the following:

- 1) Name of corporation \_\_\_\_\_
- 2) Supply an organizational chart of the controlling corporation named above
- 3) Controlling corporation **MUST** be registered with the Nebraska Secretary of State, copy of articles must be submitted with application §53-126

---

Indicate the company's tax year with the IRS (Example January through December)

Starting Date: January Ending Date: December

---

Is this a Non Profit Corporation?

YES

NO

If yes, provide the Federal ID #. \_\_\_\_\_

In compliance with the ADA, this corporation insert form 3a is available in other formats for persons with disabilities.  
A ten day advance period is requested in writing to produce the alternate format.

## Certificate of Organization

1. The Name of Company: East Coast Eats LLC
2. Street Address: 7622 Dodge Street Omaha, NE 68114
  - a. Mailing Address: 1137 Devon Drive, Papillion, NE 68046
3. We are in the hospitality industry, preparing and selling meals.

Name: Michael Tripp

Signature: 

Date: 11-1-2020

Initial Designated office:  
1137 Devon Drive  
Papillion, NE 68046

AGENT for service of process:  
Michael Tripp  
1137 Devon Drive  
Papillion, NE 68046

# STATE OF NEBRASKA

United States of America,     } ss.  
State of Nebraska                }

Secretary of State  
State Capitol  
Lincoln, Nebraska

I, Robert B. Evnen, Secretary of State of the  
State of Nebraska, do hereby certify that

## **EAST COAST EATS LLC**

**a Limited Liability Company filed a Certificate of Organization on November 2, 2020.**

**I further certify that attached is a true and correct copy of the above mentioned Certificate of Organization.**

*This certificate is not to be construed as an endorsement,  
recommendation, or notice of approval of the entity's financial  
condition or business activities and practices.*

In Testimony Whereof,



I have hereunto set my hand and  
affixed the Great Seal of the  
State of Nebraska on this date of

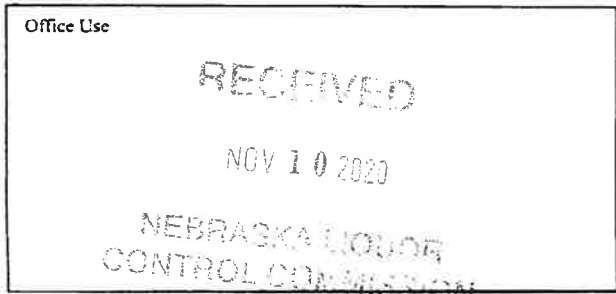
**November 2, 2020**

A handwritten signature in black ink, appearing to read "Robert B. Evnen".

Secretary of State

**MANAGER APPLICATION  
INSERT - FORM 3c**

NEBRASKA LIQUOR CONTROL COMMISSION  
301 CENTENNIAL MALL SOUTH  
PO BOX 95046  
LINCOLN, NE 68509-5046  
PHONE: (402) 471-2571  
FAX: (402) 471-2814  
Website: www.lcc.nebraska.gov



**MUST BE:**

- ✓ Include copy of US birth certificate, naturalization paper or current US passport
- ✓ Nebraska resident. Include copy of voter registration card or print out document from Secretary of State website
- ✓ Fingerprinted. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application
- ✓ 21 years of age or older

**Corporation/LLC information**

Name of Corporation/LLC: East Coast Eats LLC

**Premise information**

Liquor License Number: 093683 Class Type \_\_\_\_\_ (if new application leave blank)

Premise Trade Name/DBA: SINFUL BURGER

Premise Street Address: 4005 TWIN CREEK DRIVE

City: Belleveue County: Sarpy Zip Code: 68123

Premise Phone Number: (402) 933-8727

Premise Email address: michaeldtripp11@gmail.com

The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b or listed with the Commission. To see authorized officers or members search your license information [here](#).



**SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER**  
(Faxed signatures are acceptable)

**Manager's information must be completed below PLEASE PRINT CLEARLY**

Last Name: TRIPP First Name: Michael MI: \_\_\_\_\_  
 Home Address: 1137 DEVON DRIVE  
 City: Papillion County: Sarpy Zip Code: 68046  
 Home Phone Number: 862 252 0289  
 Driver's License Number & State: [REDACTED] (NEBRASKA)  
 Social Security Number: [REDACTED]  
 Date Of Birth: [REDACTED] Place Of Birth: Paterson, NJ (USA)  
 Email address: michaeldtripp11@gmail.com

**Are you married? If yes, complete spouse's information (Even if spouse is not listed)**

YES  NO

**Spouse's information**

Spouses Last Name: Calderon First Name: AMANDA MI: \_\_\_\_\_  
 Social Security Number: [REDACTED]  
 Driver's License Number & State: [REDACTED] Nebraska  
 Date Of Birth: [REDACTED] Place Of Birth: EL Salvador

**APPLICANT & SPOUSE MUST LIST RESIDENCE(S) FOR THE PAST TEN (10) YEARS**

APPLICANT			SPOUSE		
CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Papillion, NE	2012	2020 Current	Papillion, NE	2012	2020 Current
Orange, NJ	2012	2012	Orange, NJ	2012	2012
Omaha, NE	2011	2012	Omaha, NE	2011	2012
Orange, NJ	2006	2011	Orange, NJ	2006	2011

**MANAGER'S LAST TWO EMPLOYERS**

YEAR FROM	TO	NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
10/2019	Current	KCG Hospitality	Part OWNER	862-252-0289
5/2017	8/2019	Liquid Trucking	Josh Schmidt	402-510-5912

**1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.**

Must be completed by both applicant and spouse, unless spouse has filed an affidavit of non-participation.

Has anyone who is a party to this application, or their spouse, **EVER** been convicted of or plead guilty to any **charge**. **Charge** means any charge **alleging** a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea, include traffic violations. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

I have traffic tickets from years ago I do not remember the dates, but it has been years. Michael Tripp

YES       NO

If yes, please explain below or attach a separate page.

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition
Michael Tripp	Do not Remember	S. Orange NJ	Non-support child support	Paid Arrears no longer on child support.
Amanda Calderon	Do not (3yrs) Remember	OMAHA NE	Following too close	paid fines about 3 years ago
Amanda Calderon	1999	NY	Attempted petty theft (mis)	paid fines

2. Have you or your spouse ever been approved or made application for a liquor license in Nebraska or any other state?

YES       NO

IF YES, list the name of the premise(s):

---

3. Do you, as a manager, qualify under Nebraska Liquor Control Act (§§3-131.01) and do you intend to supervise, in person, the management of the business?

YES       NO

4. List the alcohol related training and/or experience (when and where) of the person making application.

\*NLCC Training Certificate Issued: \_\_\_\_\_ Name on Certificate: \_\_\_\_\_

I HAVE NO problem signing up for this TRAINING

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)

\*For list of NLCC Certified Training Programs see training

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
Michael Tripp	6 years <sup>total</sup>	Newark NJ at Airport

5. Have you enclosed form 147 regarding fingerprints?

YES       NO

The above individual(s), being first duly sworn upon oath, deposes and states that the undersigned is the applicant and/or spouse of applicant who makes the above and foregoing application that said application has been read and that the contents thereof and all statements contained therein are true. If any false statement is made in any part of this application, the applicant(s) shall be deemed guilty of perjury and subject to penalties provided by law. (Sec §53-131.01) Nebraska Liquor Control Act.

The undersigned applicant hereby consents to an investigation of his/her background including all records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant and spouse waive any rights or causes of action that said applicant or spouse may have against the Nebraska Liquor Control Commission and any other individual disclosing or releasing said information to the Nebraska Liquor Control Commission. If spouse has NO interest directly or indirectly, a spousal affidavit of non-participation may be attached.

The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate, or fraudulent.

**Applicant Notification and Record Challenge:** Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in FBI identification record. The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.



Signature of Manager Applicant

X print Michael Tripp



Signature of Spouse

X print Amanda Calderon

ACKNOWLEDGEMENT

State of Nebraska  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this

\_\_\_\_\_ date

by \_\_\_\_\_  
NAME OF PERSON BEING ACKNOWLEDGED

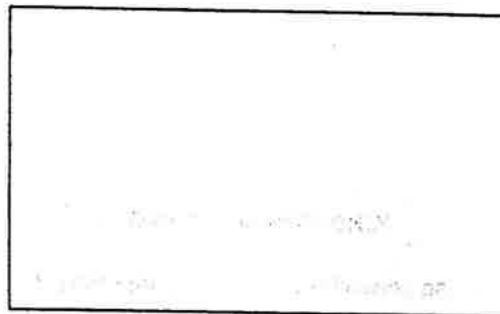
\_\_\_\_\_  
Notary Public signature

Affix Seal

In compliance with the ADA, this application is available in other formats for persons with disabilities. A ten day advance period is required in writing to produce the alternate format.

**PRIVACY ACT STATEMENT/  
SUBMISSION OF FINGERPRINTS /  
PAYMENT OF FEES TO NSP-CID**

NEBRASKA LIQUOR CONTROL COMMISSION  
301 CENTENNIAL MALL SOUTH  
PO BOX 95046  
LINCOLN, NE 68509-5046  
PHONE: (402) 471-2571  
FAX: (402) 471-2814  
Website: www.lcc.nebraska.gov



**THIS FORM IS REQUIRED TO BE SIGNED BY EACH PERSON BEING FINGERPRINTED:  
DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:**

- **FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE**
- Fee payment of **\$45.25 per person** **MUST** be made **DIRECTLY** to the Nebraska State Patrol;  
It is recommended to make payment through the **NSP PayPort** online system at [www.ne.gov/go/nsp](http://www.ne.gov/go/nsp)  
Or a check made payable to **NSP** can be mailed directly to the following address:  
**\*\*\*Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License\*\*\***  
The Nebraska State Patrol – CID Division  
3800 NW 12<sup>th</sup> Street  
Lincoln, NE 68521

- Fingerprints taken at NSP LIVESCAN locations will be forwarded to NSP – CID  
*Applicant(s) will not have cards to include with license application.*
- Fingerprints taken at local law enforcement offices may be released to the applicants;  
*Fingerprint cards should be submitted with the application.*

*Applicant Notification and Record Challenge: Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedures for obtaining a change, correction, or updating a FBI identification record are set forth in Title 28, CFR, 16.34.*

\*\*\*\*Please Submit this form with your completed application to the Liquor Control Commission\*\*\*\*

Trade Name East Coast Eats LLC

Name of Person Being Fingerprinted: Michael Tripp

Date of Birth [REDACTED] Last 4 SSN: [REDACTED]

Date fingerprints were taken: 11-09-2020

Location where fingerprints were taken: CID DIVISION LINCOLN, NE 68521

How was payment made to NSP?

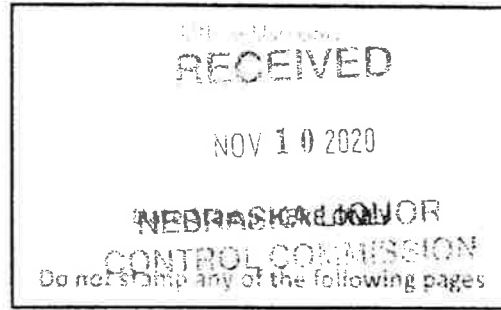
NSP PAYPORT  CASH  CHECK SENT TO NSP CK # 1009

My fingerprints are already on file with the commission – fingerprints completed for a previous application less than 2 years ago? YES

SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

**PRIVACY ACT STATEMENT/  
SUBMISSION OF FINGERPRINTS /  
PAYMENT OF FEES TO NSP-CID**

NEBRASKA LIQUOR CONTROL COMMISSION  
301 CENTENNIAL MALL SOUTH  
PO BOX 95046  
LINCOLN, NE 68509-5046  
PHONE: (402) 471-2571  
FAX: (402) 471-2814  
Website: www.lcc.nebraska.gov



**THIS FORM IS REQUIRED TO BE SIGNED BY EACH PERSON BEING FINGERPRINTED:  
DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:**

- **FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE**
- Fee payment of \$45.25 per person **MUST** be made **DIRECTLY** to the Nebraska State Patrol;  
It is recommended to make payment through the NSP PayPort online system at [www.ne.gov/go/nsp](http://www.ne.gov/go/nsp)  
Or a check made payable to **NSP** can be mailed directly to the following address:  
**\*\*\*Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License\*\*\***  
The Nebraska State Patrol – CID Division  
3800 NW 12<sup>th</sup> Street  
Lincoln, NE 68521
- Fingerprints taken at NSP LIVESCAN locations will be forwarded to NSP – CID  
*Applicant(s) will not have cards to include with license application.*
- Fingerprints taken at local law enforcement offices may be released to the applicants;  
*Fingerprint cards should be submitted with the application.*

***Applicant Notification and Record Challenge:*** Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedures for obtaining a change, correction, or updating a FBI identification record are set forth in Title 28, CFR, 16.34.

\*\*\*\*Please Submit this form with your completed application to the Liquor Control Commission\*\*\*\*

Trade Name East Coast Eats LLC

Name of Person Being Fingerprinted: AMANDA Calderon

Date of Birth [REDACTED] Last 4 SSN: [REDACTED]

Date fingerprints were taken: 11-9-2020

Location where fingerprints were taken: CID DIVISION LINCOLN, NE 68521

How was payment made to NSP?  
 NSP PAYPORT  CASH  CHECK SENT TO NSP CK # 1011

My fingerprints are already on file with the commission – fingerprints completed for a previous application less than 2 years ago? YES

X

**SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED**

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

12a.  
12/01/2020

COUNCIL MEETING DATE: 08/18/2020		SUBMITTED BY: Tammi Palm, Planning Manager		
AGENDA ITEM:		CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>		PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>		OTHER <input type="checkbox"/>	

SUBJECT:

Approval of a request to rezone the Irregular Westerly 724.67' of Tax Lot 11, Except right-of-way in the NW 1/4, located in the NW 1/4 of Section 14, T13N, R13E; and the Irregular Tract in the NW corner of tax Lot 12, Except right-of-way in the SW 1/4, located in the SW 1/4 of Section 14, T13N, R13E of the 6th P.M., Sarpy County, NE from AG to ML to facilitate light manufacturing development. Applicant: Frank Krejci. General Location: Fort Crook Road South and Fairview Road. Case #: Z-2006-05.

SYNOPSIS/BACKGROUND:

The applicant is requesting approval of a change of zone to allow for light manufacturing development. The intent of the ML district is to provide for a wide range of commercial and industrial uses. The site is approximately 55 acres and presently being used agriculturally. The Future Land Use Map of the Comprehensive Plan designates this area as light industrial.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: NO  COUNTER-PARTY:  INTERLOCAL AGREEMENT: NO

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE:  CONTRACT TERM:  CONTRACT END DATE:

PROJECT NAME:

START DATE:  END DATE:  PAYMENT DATE:  INSURANCE REQUIRED: NO

CIP PROJECT NAME:  CIP PROJECT NUMBER:

STREET DISTRICT NAME (S):  STREET DISTRICT NUMBER (S):

ACCOUNTING DISTRIBUTION CODE:  ACCOUNT NUMBER:

RECOMMENDATION:

The Planning Commission and Planning Department are both recommending approval of this request.

ATTACHMENTS:

- |                         |                         |                         |
|-------------------------|-------------------------|-------------------------|
| 1. PC Recommendation    | 2. Staff Report         | 3. Rezoning Ordinance   |
| 4. <input type="text"/> | 5. <input type="text"/> | 6. <input type="text"/> |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*A. Berg Roblins*  
*[Signature]*

# City of Bellevue

## PLANNING COMMISSION RECOMMENDATION

APPLICANT: Frank R. Krejci

CASE #: Z-2006-05

CITY COUNCIL HEARING DATE: August 18, 2020

REQUEST: to rezone the Irregular Westerly 724.67' of Tax Lot 11, Except right-of-way in the NW ¼, located in the NW ¼ of Section 14, T13N, R13E; and the Irregular Tract in the NW corner of Tax Lot 12, Except right-of-way in the SW ¼, located in the SW ¼ of Section 14, T13N, R13E of the 6<sup>th</sup> P.M., Sarpy County, NE, from AG to ML for the purpose of light industrial development.

On July 23, 2020 the City of Bellevue Planning Commission voted eight yes, zero no, one absent and zero abstained:

**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:	Eight:	No:	Zero:	Abstain:	Zero:	Absent:	One:
	Casey					Ackley	
	Perrin						
	Cain						
	Aerni						
	Ritz						
	Hankins						
	Cutsforth						
	Jacobson						

Planning Commission Hearing (s) was held on: July 23, 2019

# CITY OF BELLEVUE PLANNING DEPARTMENT

## RECOMMENDATION REPORT # 2

CASE NUMBER: Z-2006-05

FOR HEARING OF:

REPORT 1#: July 23, 2020

REPORT #2: August 18, 2020

### I. GENERAL INFORMATION

#### A. APPLICANT:

Frank Krejci  
1505 N. 203<sup>rd</sup> Street  
Omaha, NE 68022

#### B. PROPERTY OWNER:

Frank Krejci Trustee Revocable Trust  
1505 N. 203<sup>rd</sup> Street  
Omaha, NE 68022

#### C. GENERAL LOCATION:

Fort Crook Road South and Fairview Road

#### D. LEGAL DESCRIPTION:

The Irregular Westerly 724.67' of Tax Lot 11, Except right-of-way in the NW ¼, located in the NW ¼ of Section 14, T13N, R13E; and the Irregular Tract in the NW corner of Tax Lot 12, Except right-of-way in the SW ¼, located in the SW ¼ of Section 14, T13N, R13E of the 6<sup>th</sup> P.M., Sarpy County, NE

#### E. REQUESTED ACTION:

1. Rezone the Irregular Westerly 724.67' of Tax Lot 11, Except right-of-way in the NW ¼, located in the NW ¼ of Section 14, T13N, R13E; and the Irregular Tract in the NW corner of Tax Lot 12, Except right-of-way in the SW ¼, located in the SW ¼ of Section 14, T13N, R13E of the 6<sup>th</sup> P.M., Sarpy County, NE from AG to ML.

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

AG, Vacant/Agricultural

**G. PURPOSE OF REQUEST:**

The purpose of this request is to obtain approval of a rezoning to enable light manufacturing development.

**H. SIZE OF SITE:**

The site is approximately 55 acres.

**II. BACKGROUND INFORMATION**

**A. EXISTING CONDITION OF SITE:**

The property is presently vacant and being used agriculturally.

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

- 1. **North:** Vacant/Agricultural (across Fairview Road), BNH
- 2. **East:** Vacant/Agricultural, AG
- 3. **South:** Vacant/Agricultural, AG
- 4. **West:** Nebraska Department of Roads right-of-way

**C. REVELANT CASE HISTORY:**

- 1. On September 26, 2013, the Planning Commission recommended approval for a request to rezone Lots 1 through 6, Kennedy Business Park, being a platting of part of Tax Lots 11 and 12, located in Section 14, T13N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska from AG to ML for the purpose of light industrial uses; and preliminary plat Lots 1 through 6, Kennedy Business Park. The City Council approved the aforementioned request on November 12, 2013.
  
- 2. On July 23, 2020, the Planning Commission recommended approval for a request to rezone the Irregular Westerly 724.67' of Tax Lot 11, Except right-of-way in the NW ¼, located in the NW ¼ of Section 14, T13N, R13E; and the Irregular Tract in the NW corner of Tax Lot 12, Except right-of-way in the SW ¼, located in the SW ¼ of Section 14, T13N, R13E of the 6<sup>th</sup> P.M., Sarpy County, NE from AG to ML for the purpose of light industrial development.

**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 light industrial.

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

None

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

1. There is no traffic data available for this location.
2. This property has access from Fairview Road. In addition, the property also has access from Fort Crook Road South.

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

All utilities are available to this location.

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

1. Frank Krejci has submitted a request to rezone a tract of land described as the Irregular Westerly 724.67' of Tax Lot 11, Except right-of-way in the NW  $\frac{1}{4}$ , located in the NW  $\frac{1}{4}$  of Section 14, T13N, R13E; and the Irregular Tract in the NW corner of Tax Lot 12, Except right-of-way in the SW  $\frac{1}{4}$ , located in the SW  $\frac{1}{4}$  of Section 14, T13N, R13E of the 6<sup>th</sup> P.M., Sarpy County, NE from AG to ML.
2. This property is presently zoned AG. The applicant is requesting a zoning change to ML in order to facilitate light industrial development. No platting is being requested at this time.
3. This property abuts the intersection of Fort Crook Road South and Fairview Road. This portion of Fort Crook Road South is state right-of-way. Future access points along Fort Crook Road South will need to be coordinated with the Nebraska Department of Transportation.
4. This application was sent out to the following departments/individuals for review: Public Works, Permits and Inspections, Chief of Police, Offutt Air Force Base, Fire Inspector, and the Bellevue Public School District. The cover letter indicated a deadline to send comments back to the Planning Department, and also stated if the requested department did not have comments pertaining to the application, no response was needed.

Dean Dunn, Interim Public Works Director, commented future access to Fort Crook Road South will need to be coordinated with the Nebraska Department of Transportation. The applicant's engineer is aware of this.

Krista Hoffart, Offutt AFB Community Planner, stated the site is not located within Offutt's Accident Potential Zones or noise contours. She did request any future industrial development not create and expel smoke that could impair pilot vision or encourage the congregation of birds due to the proximity of location to the Offutt runway and flight tracks.

No other comments were received on this case.

5. The intent of the ML district is to provide 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.

6. The Future Land Use Map of the Comprehensive Plan designates this area as light industrial.

7. In 2013, a preliminary plat and ML rezoning was approved for this property for the purpose of a light industrial park. Mr. Krejci was the applicant at that time as well. A final plat was never submitted; therefore, a plat was not filed and the approved ML zoning never went into effect.

**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. Vicinity map/Zoning Map
2. GIS aerial photo of the property
3. Letter from Doug Kellner received June 26, 2020.
4. Email received from Patti Smith July 21, 2020.

**VII. COPIES OF REPORT TO:**

1. Frank Krejci
2. Doug Kellner, Thompson, Dreesen & Dorner, Inc.
3. Public Upon Request

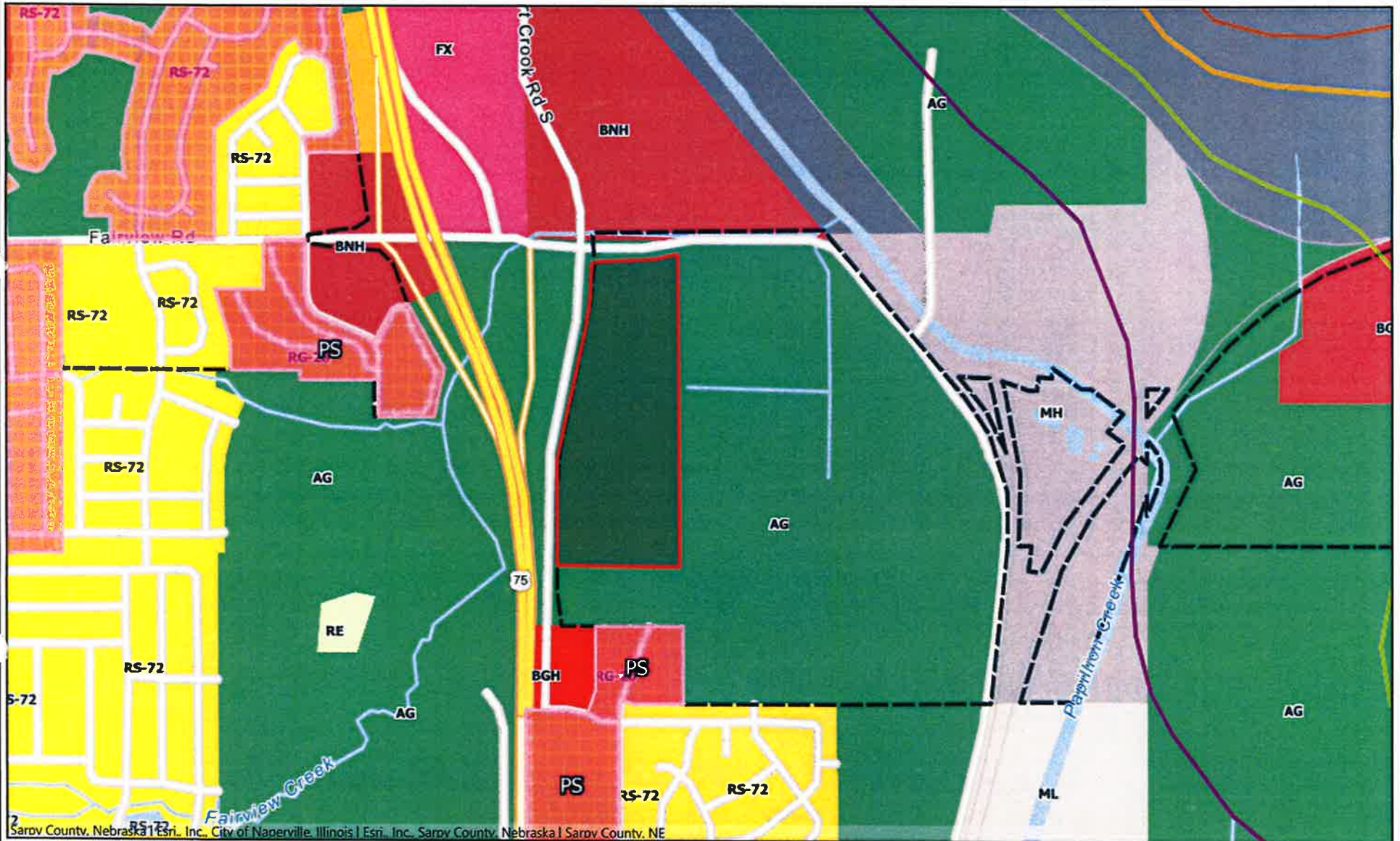
*Sammi R Palm*

Prepared by:

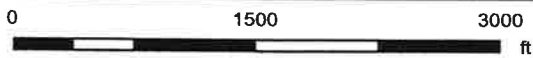
*Sammi R Palm 07/28/20*

Planning Manager

Date of Report



Sarpy County, Nebraska | Esri, Inc. | City of Naperville, Illinois | Esri, Inc. | Sarpy County, Nebraska | Sarpy County, NE



Map Scale 1: 18056

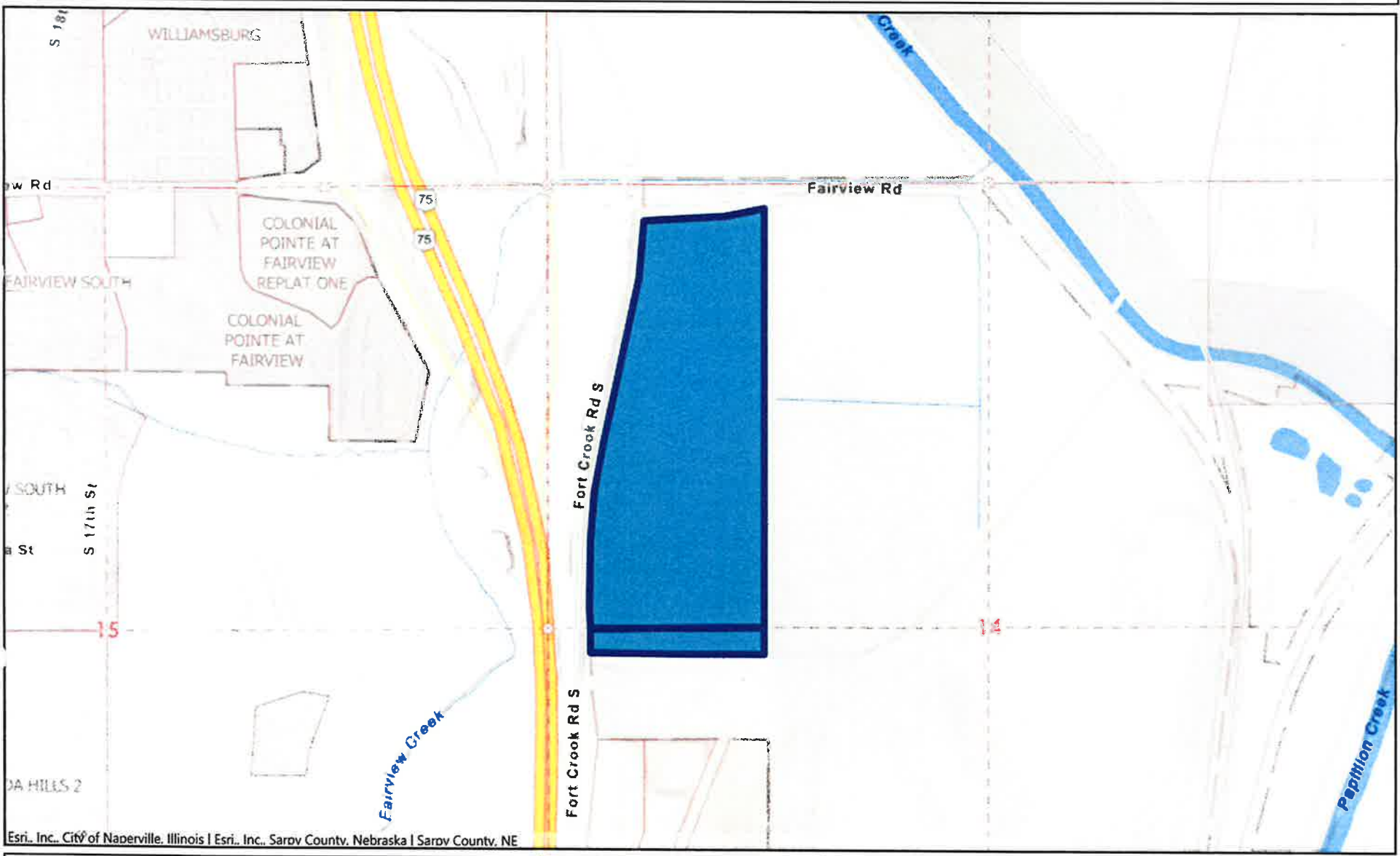
This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the source records and information sources to ascertain the usability of the information.



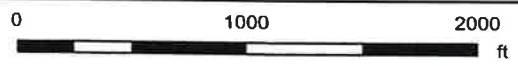
Notes



# Fort Crook Road and Fairview Road



Esri, Inc., City of Naperville, Illinois | Esri, Inc., Sarpy County, Nebraska | Sarpy County, NE



Map Scale 1: 12739

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Notes



June 26, 2020

Tammi Palm, Planning Manager  
City of Bellevue  
1510 Wall Street  
Bellevue, NE 68005

RE: Rezoning Parcels #011592518 & 011592  
TD2 File No. 2178-152

Ms. Palm:

On behalf of our client Frank Krejci, we are requesting the zoning change to ML (Light Manufacturing) for the referenced parcels. The purpose for the request is to make the site available for a warehousing and distribution site. The ML zoning is consistent with the existing comprehensive use plan. Please contact the undersigned if you have additional questions.

Respectfully submitted,

THOMPSON, DREESSEN & DORNER, INC.



Douglas E. Kellner, P.E.

DEK/tjp

RECEIVED

JUN 26 2020

PLANNING DEPT.

## Dianna VanHorn

---

**From:** Tammi Palm  
**Sent:** Tuesday, July 21, 2020 2:14 PM  
**To:** Dianna VanHorn  
**Cc:** Angela Curry  
**Subject:** FW: Replat near Normandy Hills  
**Attachments:** NH Fire1 7 4 20.jpg; NHFire 2 7 4 20.jpg

Best regards,

*Tammi Palm*

Planning Manager  
City of Bellevue  
1510 Wall Street  
Bellevue, NE 68005  
(402) 293-3038

**From:** Patti <huskerpatti@yahoo.com>  
**Sent:** Tuesday, July 21, 2020 1:52 PM  
**To:** Tammi Palm <Tammi.Palm@bellevue.net>  
**Subject:** Replat near Normandy Hills

Hi Tammi,

Could you please share our email with the Planning Board? It concerns the the replat from AG to Light Industrial by Frank Krejci. There are references about access to Fort Crook Road South.

Fort Crook Road is the only entrance/exit into Normandy Hills and we believe if light industry is allowed access on Fort Crook Road South, this will compound the problem of having only one access to Normandy Hills. The latest example of the seriousness of our situation was a fire on July 4, 2020 where Fort Crook Road South was closed for an extended period of time and residents were unable to leave or return to their homes. Here is the information I am referring to:

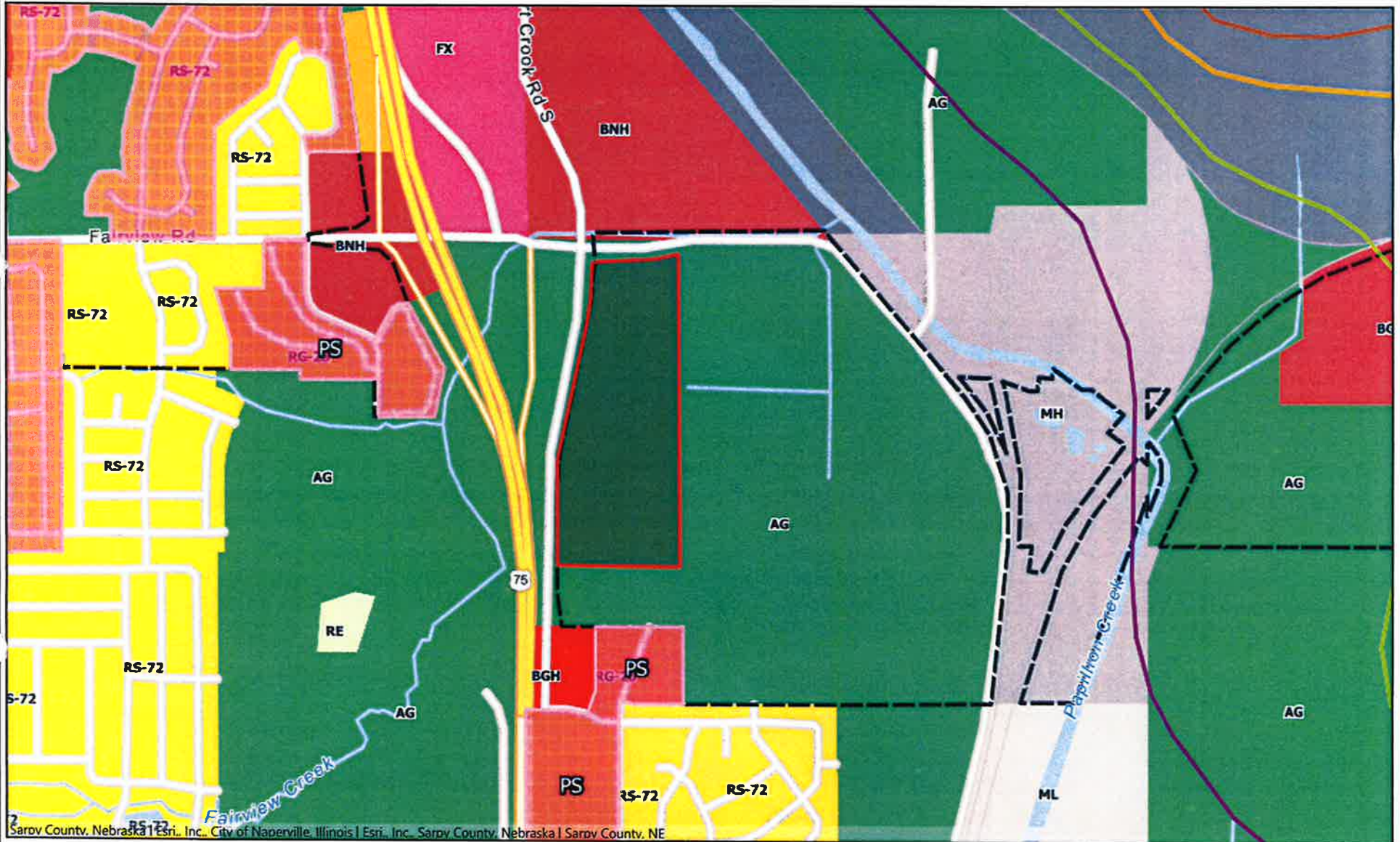
1. Page 3, C., #2 which states: This property has access from Fairview Road. In addition, the property also has access from Fort Crook Road South.
2. Page 3, E, #3 which states: This property abuts the the intersection of Fort Crook Rad South and Fairview Road. This portion of Fort Crook Road South is state right-of-way. Future access points along Fort Crook Road South will need to be coordinated with the Nebraska Department of Transportation.

I have also included photos from the fire in Normandy Hills on July 4, 2020. Thank you for sharing and please let me know if you have any questions.

Sincerely,  
Patti Smith  
Normandy Hills Association  
402.598.2259 (cell)







Sarpy County, Nebraska | Esri, Inc., City of Naperville, Illinois | Esri, Inc., Sarpy County, Nebraska | Sarpy County, NE



Map Scale 1: 18056

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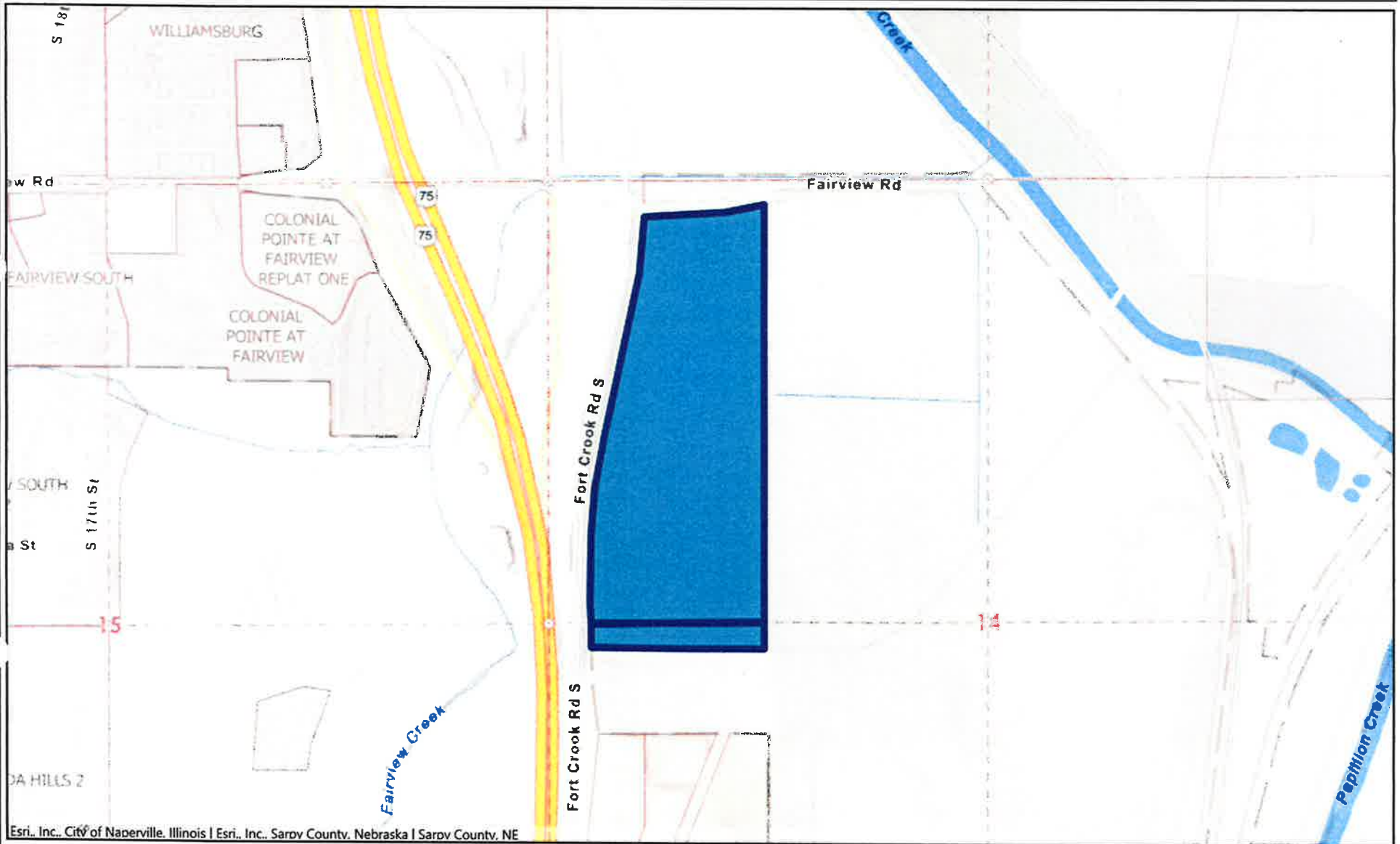


Notes

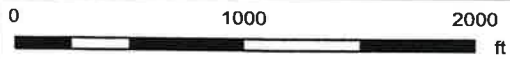




# Fort Crook Road and Fairview Road



Esri, Inc., City of Naperville, Illinois | Esri, Inc., Sarpy County, Nebraska | Sarpy County, NE



Map Scale 1: 12739

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.



Notes



ORDINANCE NO. 4003

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 FORT CROOK ROAD SOUTH AND FAIRVIEW ROAD, MORE PARTICULARLY DESCRIBED IN SECTION 1 OF THE ORDINANCE AND TO PROVIDE AN EFFECTIVE DATE.

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

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

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

Irregular Westerly 724.67 of Tax Lot 11, located in the NW ¼ of Section 14, T13N, R13E, and Irregular Tract of Tax Lot 12, located in the SW ¼ of Section 14, T13N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska.

From AG (Agricultural District) to ML (Light Manufacturing District).

(Frank R. Krejci)

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 \_\_\_\_\_, 2020.

APPROVED AS TO FORM:

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

ATTEST

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

\_\_\_\_\_  
Mayor

First Reading: 08/04/2020  
Second Reading: 12/01/2020  
Third Reading:

## Susan Kluthe

---

**From:** Tammi Palm  
**Sent:** Sunday, November 22, 2020 2:36 PM  
**To:** Susan Kluthe  
**Subject:** FW: krejci rezoning

FYI for the Dec 1<sup>st</sup> CC agenda for the Krejci rezoning item. They are requesting another continuance.

Best regards,

*Tammi Palm*

Planning Manager  
City of Bellevue  
1510 Wall Street  
Bellevue, NE 68005  
(402) 293-3038

**From:** Doug Kellner <DKellner@TD2CO.COM>  
**Sent:** Thursday, November 19, 2020 1:34 PM  
**To:** Tammi Palm <Tammi.Palm@bellevue.net>  
**Subject:** Re: krejci rezoning

That's fine

Sent from my Commodore 64

---

**From:** Tammi Palm <Tammi.Palm@bellevue.net>  
**Sent:** Thursday, November 19, 2020 1:31:30 PM  
**To:** Doug Kellner <DKellner@TD2CO.COM>  
**Subject:** RE: krejci rezoning

Doug,

I believe the Jan 5<sup>th</sup> meeting will be cancelled due to it being so close to the holidays. The January option would be 19<sup>th</sup>.

Thanks!

Best regards,

*Tammi Palm*

Planning Manager  
City of Bellevue  
1510 Wall Street  
Bellevue, NE 68005  
(402) 293-3038

**From:** Doug Kellner <[DKellner@TD2CO.COM](mailto:DKellner@TD2CO.COM)>  
**Sent:** Thursday, November 19, 2020 12:05 PM  
**To:** Tammi Palm <[Tammi.Palm@bellevue.net](mailto:Tammi.Palm@bellevue.net)>  
**Subject:** RE: krejci rezoning

No we need to move it to January 5th

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

**From:** Tammi Palm <[Tammi.Palm@bellevue.net](mailto:Tammi.Palm@bellevue.net)>  
**Date:** 11/19/20 12:03 PM (GMT-06:00)  
**To:** Doug Kellner <[DKellner@TD2CO.COM](mailto:DKellner@TD2CO.COM)>  
**Subject:** krejci rezoning

Hi Doug,

This parcel is on for rezoning for our City Council meeting on Dec 1<sup>st</sup>. Are you guys ready to move forward?

Thanks!

Best regards,

*Tammi Palm*

Planning Manager  
City of Bellevue  
1510 Wall Street  
Bellevue, NE 68005  
(402) 293-3038

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

12b.  
12/01/2020

COUNCIL MEETING DATE: 11/17/2020		SUBMITTED BY: Tammi Palm		Planning Manager	
AGENDA ITEM:		CONSENT AGENDA	<input type="checkbox"/>	SPECIAL PRESENTATION	<input type="checkbox"/>
LIQUOR LICENSE	<input type="checkbox"/>	ORDINANCE	<input checked="" type="checkbox"/>	PUBLIC HEARING	<input type="checkbox"/>
RESOLUTION	<input type="checkbox"/>	CURRENT BUSINESS	<input type="checkbox"/>	OTHER	<input type="checkbox"/>

SUBJECT:

Approval of a request to rezone Tax Lot 14, located in the Southwest ¼ of Section 31, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, from AG to ML for the purpose of light industrial development. Applicant: Ryan Steele. General Location: 11715 South 60th Street. Case #: Z-2009-13.

SYNOPSIS/BACKGROUND:

Ryan Steele has requested a rezoning on the property at 11715 South 60th Street from AG to ML to enable light manufacturing development. The property consists of approximately 19.5 acres. The ML zoning is not consistent with the Comprehensive Plan which designates this property as low density residential. The ML zoning 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 purpose of the zoning regulations. Site plan approval is not required for the ML zoning district and this specific request therefore, if the property is rezoned any permitted accessory use allowed in the ML zoning district would be allow on the property. Examples of permitted uses include, but are not limited to: commercial parking lots, kennels, light manufacturing including assembly, fabrication and processing of products, self storage facilities (indoor and outdoor), and highway maintenance yards, or buildings.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: NO  COUNTER-PARTY:  INTERLOCAL AGREEMENT: NO

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE:  CONTRACT TERM:  CONTRACT END DATE:

PROJECT NAME:

START DATE:  END DATE:  PAYMENT DATE:  INSURANCE REQUIRED: NO

CIP PROJECT NAME:  CIP PROJECT NUMBER:

STREET DISTRICT NAME (S):  STREET DISTRICT NUMBER (S):

ACCOUNTING DISTRUBUTION CODE:  ACCOUNT NUMBER:

RECOMMENDATION:

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

ATTACHMENTS:

1. Planning Commission Recommendation Sheet
2. Staff Report
3. Rezoning Ordinance
4.
5.
6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*A. Bree Robins*  
*Rick Jensen by Susan Kethe*  
*Jan 2020*

# City of Bellevue

## PLANNING COMMISSION RECOMMENDATION

APPLICANT: Ryan Steele

CASE #: Z-2009-13

CITY COUNCIL HEARING DATE: December 1, 2020

REQUEST: to rezone Tax Lot 14, located in the Southwest ¼ of Section 31, T14N, R13E of the 6<sup>th</sup> P.M., Sarpy County, NE, from AG to ML for the purpose of light industrial development.

On October 22, 2020 the City of Bellevue Planning Commission voted seven yes, one no, one absent and zero abstained:

**DENIAL** of the change of zone based upon the perceived negative impact upon the surrounding area, as well as lack of conformance to the Comprehensive Plan.

### VOTE:

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

Planning Commission Hearing (s) was held on: October 22, 2020

# CITY OF BELLEVUE PLANNING DEPARTMENT

## RECOMMENDATION REPORT # 2

CASE NUMBER: Z-2009-13

FOR HEARING OF:

REPORT #1: October 22, 2020

REPORT #2: December 1, 2020

### I. GENERAL INFORMATION

#### A. APPLICANT:

Ryan Steele  
13951 Valley Ridge Drive  
Omaha, NE 68138

#### B. PROPERTY OWNER:

Ryan Steele  
13951 Valley Ridge Drive  
Omaha, NE 68138

#### C. GENERAL LOCATION:

11715 South 60<sup>th</sup> Street

#### D. LEGAL DESCRIPTION:

Tax Lot 14, located in the Southwest  $\frac{1}{4}$  of Section 31, T14N, R13E of the 6<sup>th</sup> P.M.,  
Sarpy County, Nebraska.

#### E. REQUESTED ACTION:

Rezone Tax Lot 14, from AG to ML.

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

AG, Vacant

**G. PURPOSE OF REQUEST:**

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

**H. SIZE OF SITE:**

The site is approximately 19.5 acres.

**II. BACKGROUND INFORMATION**

**A. EXISTING CONDITION OF SITE:**

The site is presently vacant and most recently used agriculturally. A storage building currently sits on a part of the northwest portion of the property.

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

- 1. **North:** Agriculture, AG
- 2. **East:** Agriculture, AG
- 3. **South:** Agriculture, AG
- 4. **West:** Agriculture, AG (Papillion's zoning jurisdiction)

**C. REVELANT CASE HISTORY:**

On October 22, 2020 the Planning Commission recommended denial of a request to rezone Tax Lot 14, located in the Southwest ¼ of Section 31, T14N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska, from AG to ML for the purpose of light industrial development.

**D. APPLICABLE REGULATIONS:**

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 property as low density residential.

**B. OTHER PLANS:**

None

**C. TRAFFIC AND ACCESS:**

1. The most recent traffic data from MAPA estimates approximately 3,700 vehicles per day along northbound 60<sup>th</sup> Street and 600 vehicles per day along southbound 60<sup>th</sup> Street near this property.
2. The property has access from South 60<sup>th</sup> Street. South 60<sup>th</sup> Street is presently an unimproved gravel road.

**D. UTILITIES:**

No utilities are available to this property.

**E. ANALYSIS:**

1. Ryan Steele has submitted a request to rezone Tax Lot 14, from AG to ML (Light Manufacturing) for the purpose of light industrial development.
2. The purpose of the ML (Light Manufacturing) zoning district is to provide 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 purpose of the zoning regulations.
3. The applicant has submitted a conceptual site plan and has indicated his development will consist of private small business warehousing and co-working office spaces. The applicant has indicated he will have space for indoor and outdoor storage.

The applicant's justification statement is attached to this report.

4. 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, 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.

5. Although the applicant has submitted conceptual plans, site plan approval is not required for the ML zoning district and this specific request. If the property is rezoned, any permitted or accessory use allowed in the ML zoning district would be allowed on this property. Examples of permitted uses include, but are not limited

to: commercial parking lots, kennels, light manufacturing including assembly, fabrication and processing of products, self storage facilities (indoor and outdoor), and highway maintenance yards or buildings.

6. There is no public water or sanitary sewer presently serving this property. The closest water and sanitary sewer are located in the Lakewood Villages subdivision to the east, or farther to the north along the Highway 370 corridor. As such, the applicant does not intend to extend these utilities to service his development.

7. If this property is rezoned for light industrial use, future adjoining development would be responsible for the landscaping bufferyard requirements per Section 9, Zoning Ordinance.

8. The Future Land Use Map designates this area as low density residential. The adjoining properties are designated for agricultural use and low density residential. The western edge of the city's jurisdiction is South 60<sup>th</sup> Street. The City of Papillion has zoning jurisdiction to the west of this property.

9. Given the wide range of permitted uses in the ML zoning district, staff is opposed to this spot zoning. Staff believes light industrial zoning does not fit into the area now, or in the future based on the lack of infrastructure, the surrounding neighborhood, and lack of conformance to the Comprehensive Plan.

10. City staff is not in favor of any type of contractual zoning agreement. Land use should be considered in this application, and whether or not the city is comfortable with the wide range of uses allowed in the requested ML zoning designation short-term as well as long-term.

**F. TECHNICAL DEFICIENCIES:**

None

**IV. DEPARTMENT RECOMMENDATION**

DENIAL of the change of zone based upon the perceived negative impact upon the surrounding area, as well as lack of conformance to the Comprehensive Plan.

**V. PLANNING COMMISSION RECOMMENDATION**

DENIAL of the change of zone based upon the perceived negative impact upon the surrounding area, as well as lack of conformance to the Comprehensive Plan.

**VI. ATTACHMENTS TO REPORT**

1. Zoning Map
2. 2020 GIS aerial photo of the property
3. Justification letter received September 18, 2020
4. Conceptual plans submitted by the applicant September 18, 2020

**VII. COPIES OF REPORT TO:**

1. Ryan Steele
2. Pat Sullivan
3. Public Upon Request

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

  
Planning Manager                      Date of Report



SARPY COUNTY  
NEBRASKA

Township 14, Section 31

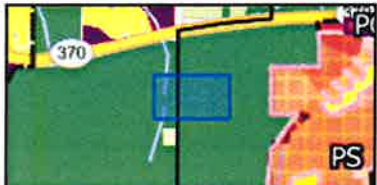


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Map Scale 1: 3185

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Notes



15 W

TL16B

TL16A

TL14

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Notes



To: Tammi Palm

From: Ryan Steele

The purpose of the rezone application for Tax Lot 14 31-14-13 is so we can develop the site into a "Blue Collar" small business park. I believe ML zoning is the best zoning class for our development. If there is an alternative solution that you suggest that will still allow us to provide the offerings to our customers that we need please let me know. I am open to suggestions.

I moved to Sarpy county in 1987 and I am a graduate of Papillion LaVista High School. I was 11 years old when I started my first business. At the age of 16 I needed a space to warehouse my equipment for my Lawn and Landscaping business. At the age of 18 I had two full time employees and my business was continuing to grow. One of the biggest challenges I faced at this point was having a large enough place to keep my equipment at the end of each workday. I was not in a position financially to commit to a long-term lease that most landlords require. I also faced the challenge of needing an office space but not wanting the large overhead that comes along with that. I also needed someone to handle office duties but found it hard to hire someone to help with that part time. I was not the only small business start-up with this challenge at that time and this is still a problem today. Many small contractor businesses struggle with this. Many never start to begin with because of the obstacles they face and the fear of failure. Our plan will take many of these obstacles out of the way for them. This development will cater to small business with an offering that does not exist anywhere in the metro area and eliminate one of the largest financial obstacles.

I currently own two other sites in the metro area and one site under construction that caters to the small contractor business I am describing. This site will broaden the offering we currently have even further. We want to be able to create a one stop shop for these companies at this location. The strategic location of this site south of Highway 370 sitting between Bellevue and Papillion is perfect.

A few of the amenities of this site would include the following. All offerings will address a need that these small businesses have.

1. Private small business warehouses
2. Co-working office spaces
  - a. Meeting rooms
  - b. Kitchen area
  - c. Private offices
  - d. Hot desks
  - e. Book-keeping services
  - f. Marketing services
  - g. Answering service
  - h. Regularly scheduled education opportunities
3. Flex spaces
  - a. The difference between Private warehouses and flex space is the difference in the use type and the size of the space in order to meet different needs
4. Outdoor Parking

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SEP 16 2020  
PLANNING DEPT.

By having these offerings we have something for the company that just started all the way to the company that may have been open for business for a while. By providing the flexibility we offer the small business owner can focus on what they do best and let us provide the facility they need. We do not require any long-term lease, are minimum is only 2 months. This removes a financial hurdle. Our flexibility allows them to easily add or subtract from their space requirements.

I appreciate your time in reviewing this and am open to suggestions on how I can partner with you and the city of Bellevue to make this happen. Please let me know if you have any questions at all.

Best Regards,

Ryan Steele

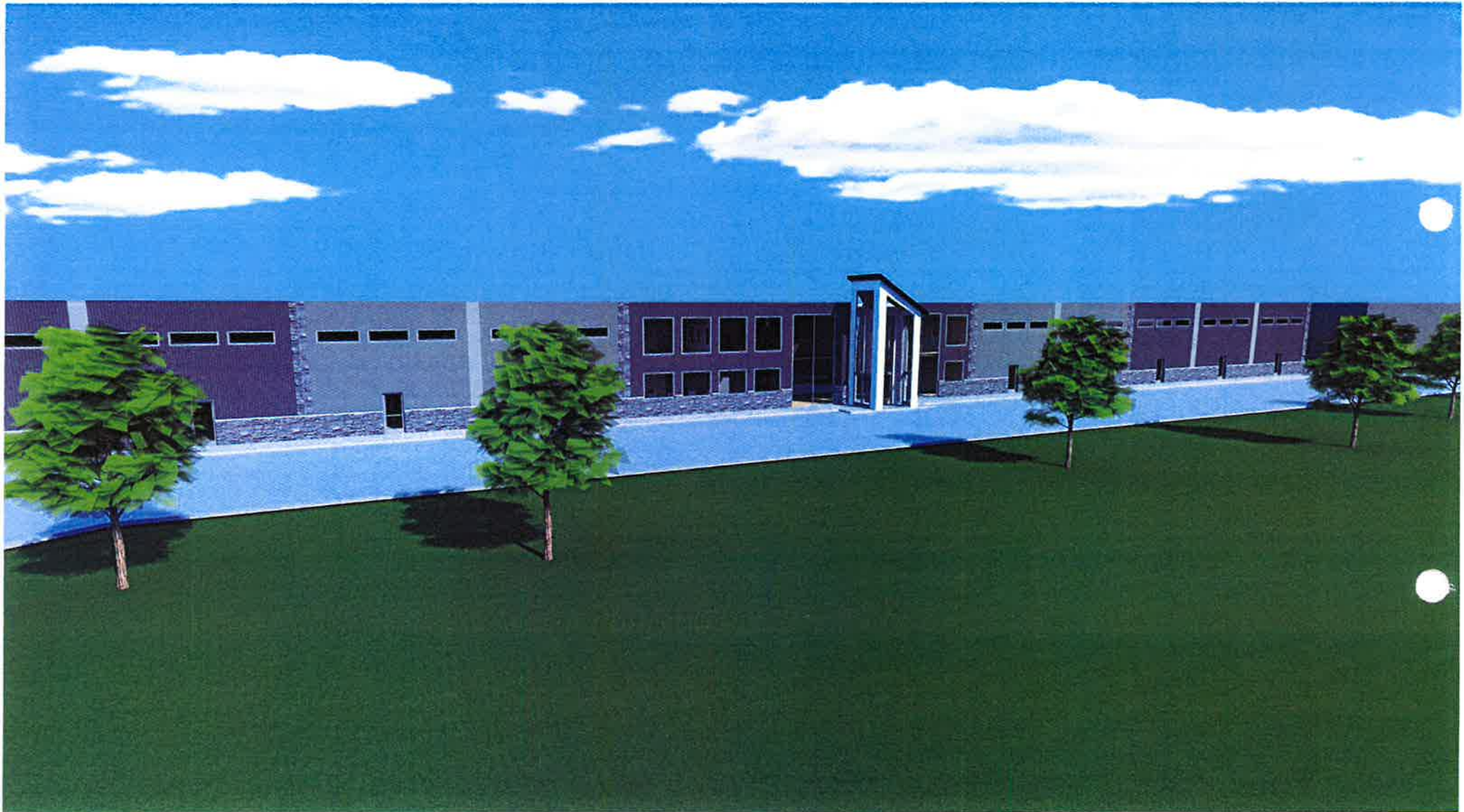
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SEP 18 2020  
PLANNING DEPT.



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SEP 18 2020

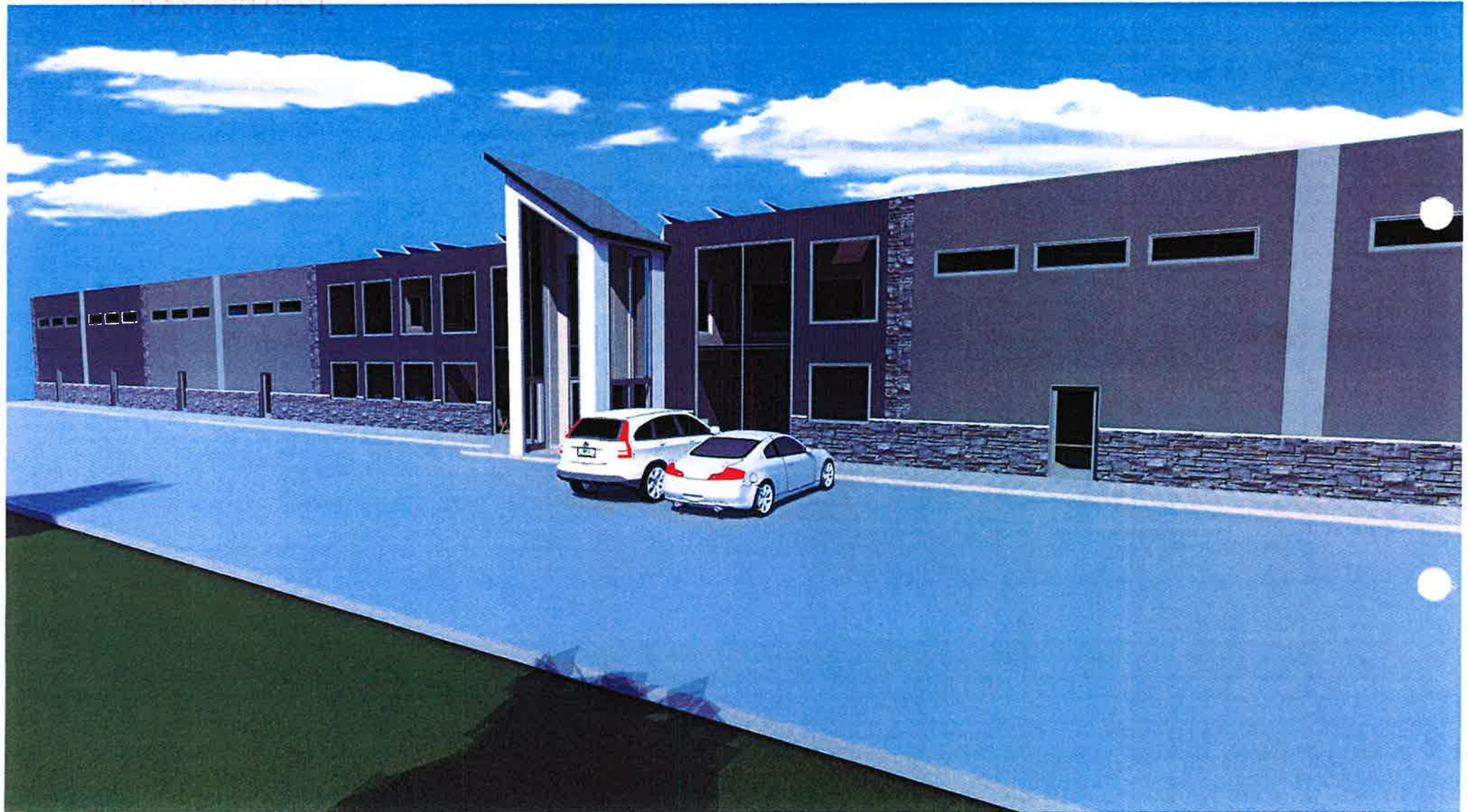
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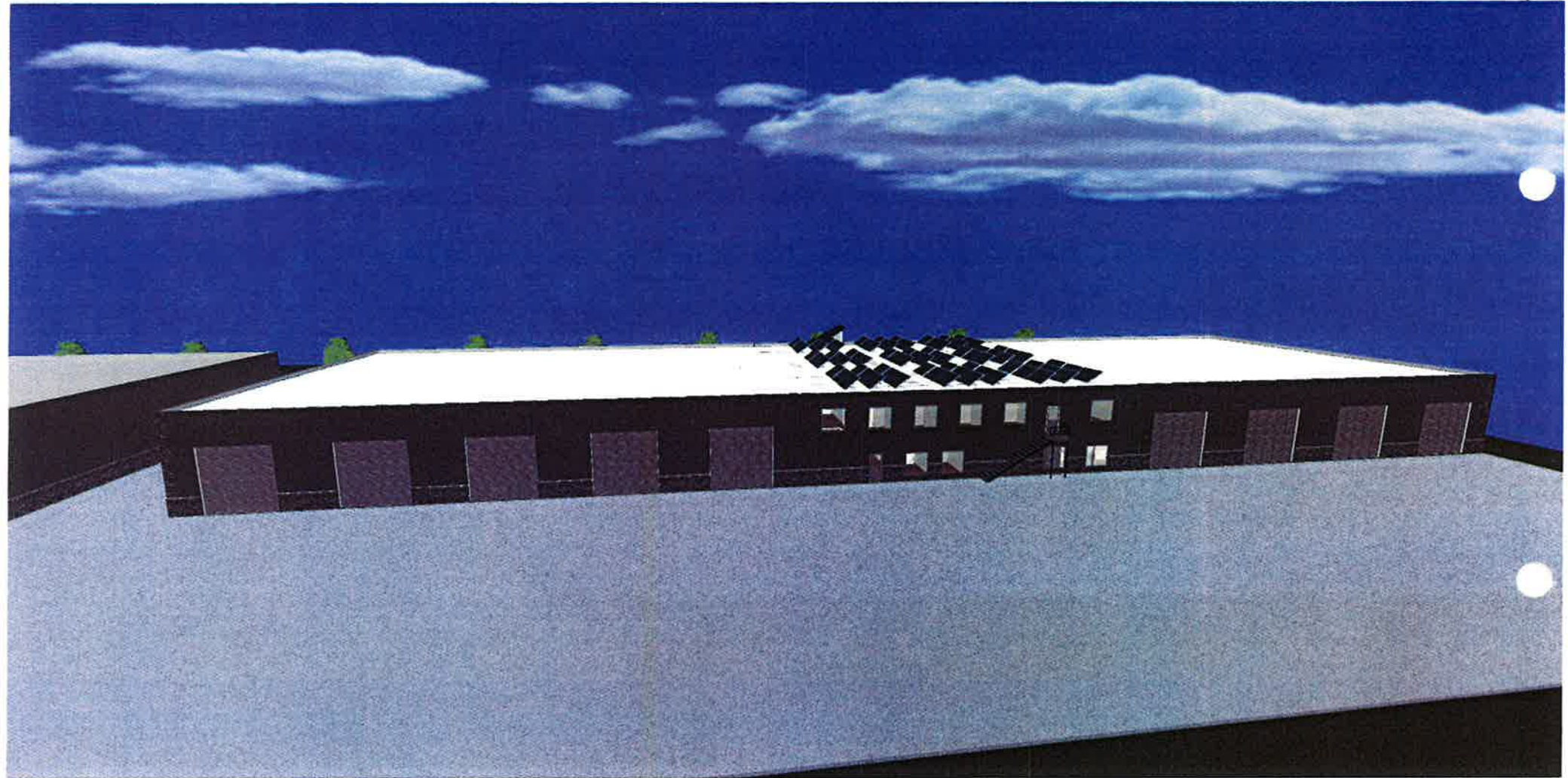
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SEP 18 2020

CLAYTON DIST.



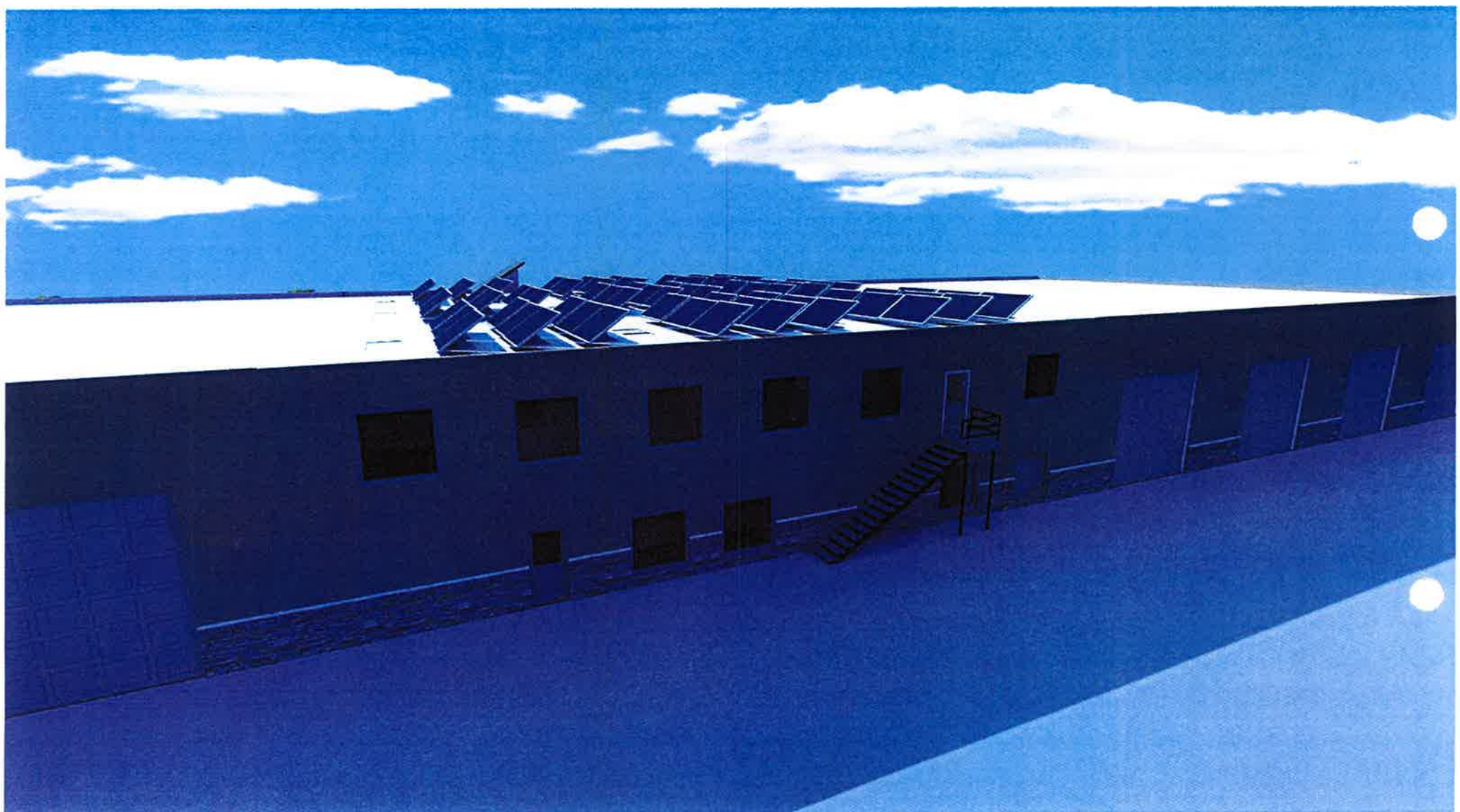
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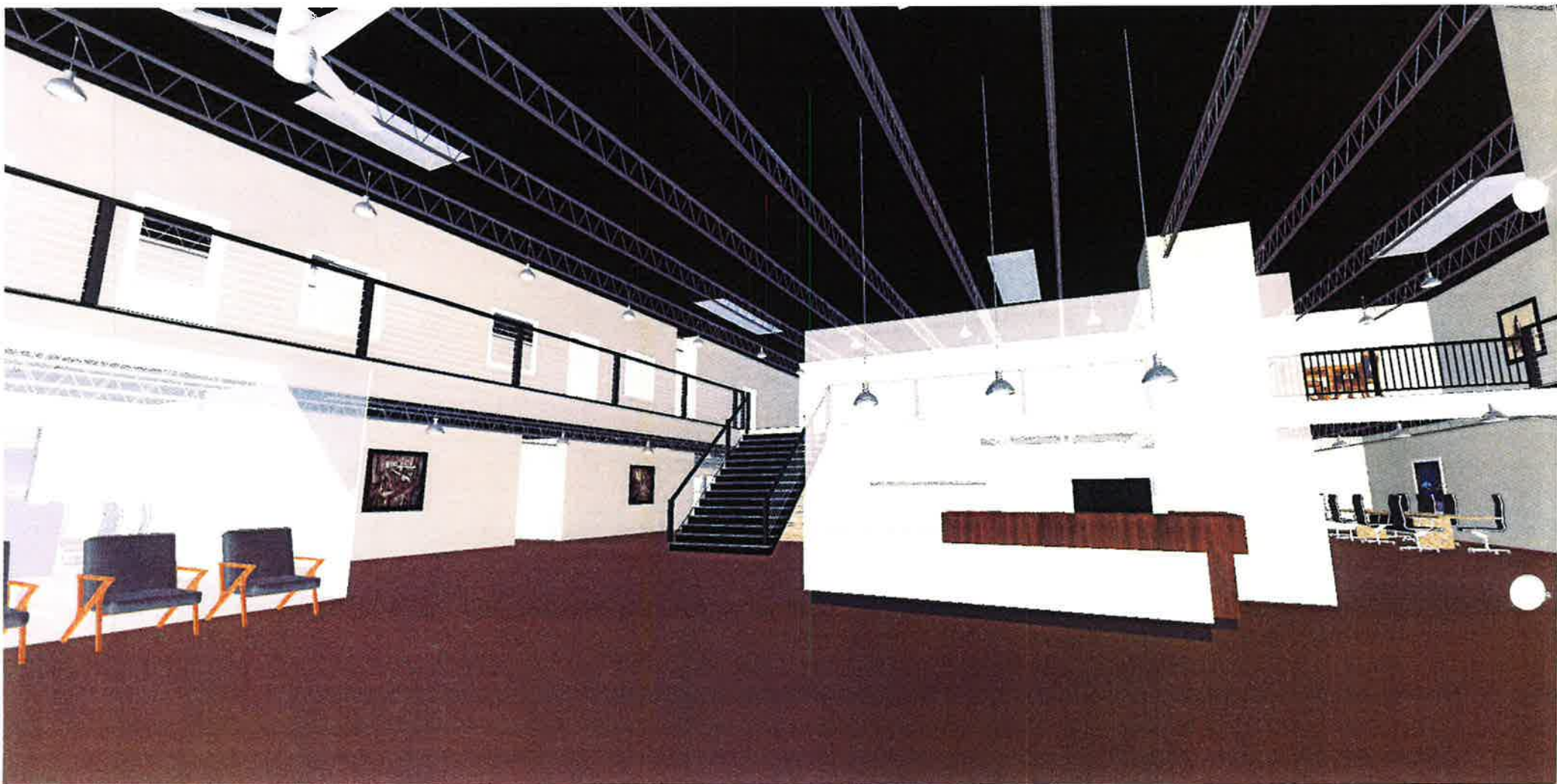
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SEP 18 2020

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SEP 18 2020

PLANNING DEPT.

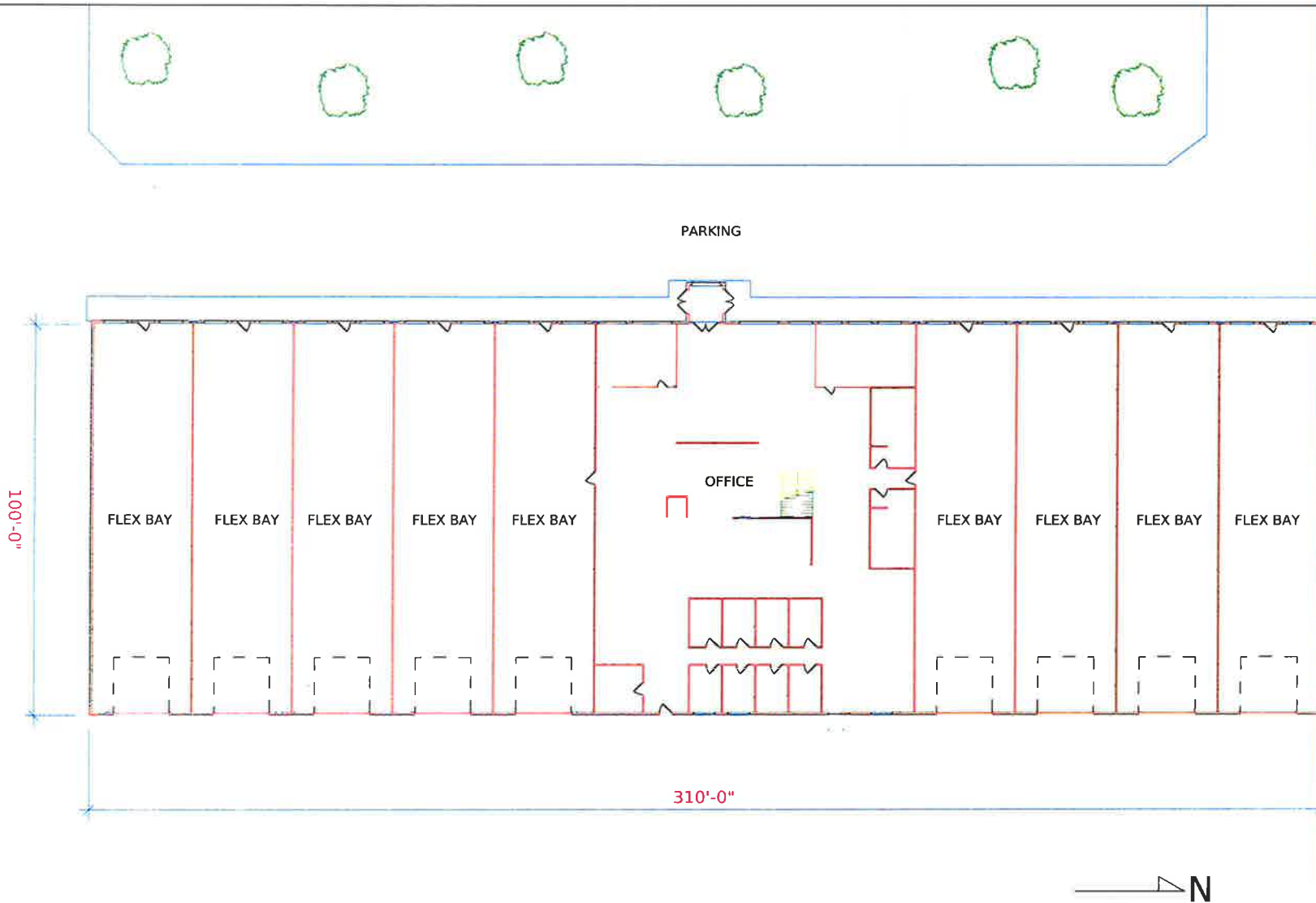


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SEP 18 2020

PLANNING DEPT.

S 60th Street



General Notes

No.	Revision/Issue	Date

Orientation:	Stamp:
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**Precision Enterprises**  
13951 Valley Ridge Dr. Omaha, NE 68138  
402-592-3323

Project Name and Address:

Client:

Drawing: **Main Building**

Scale:                      Date:

Drawn By: <b>H.E.C.</b>	Sheet: <b>A1</b>
Checked By:	
Approved By:	

RECEIVED

SEP 18 2020

General Notes  
PLANNING DEPT.

No.	Revision/Issue	Date

Orientation: \_\_\_\_\_ Stamp: \_\_\_\_\_

**Precision Enterprises**  
13951 Valley Ridge Dr. Omaha, NE 68138  
402-592-3323

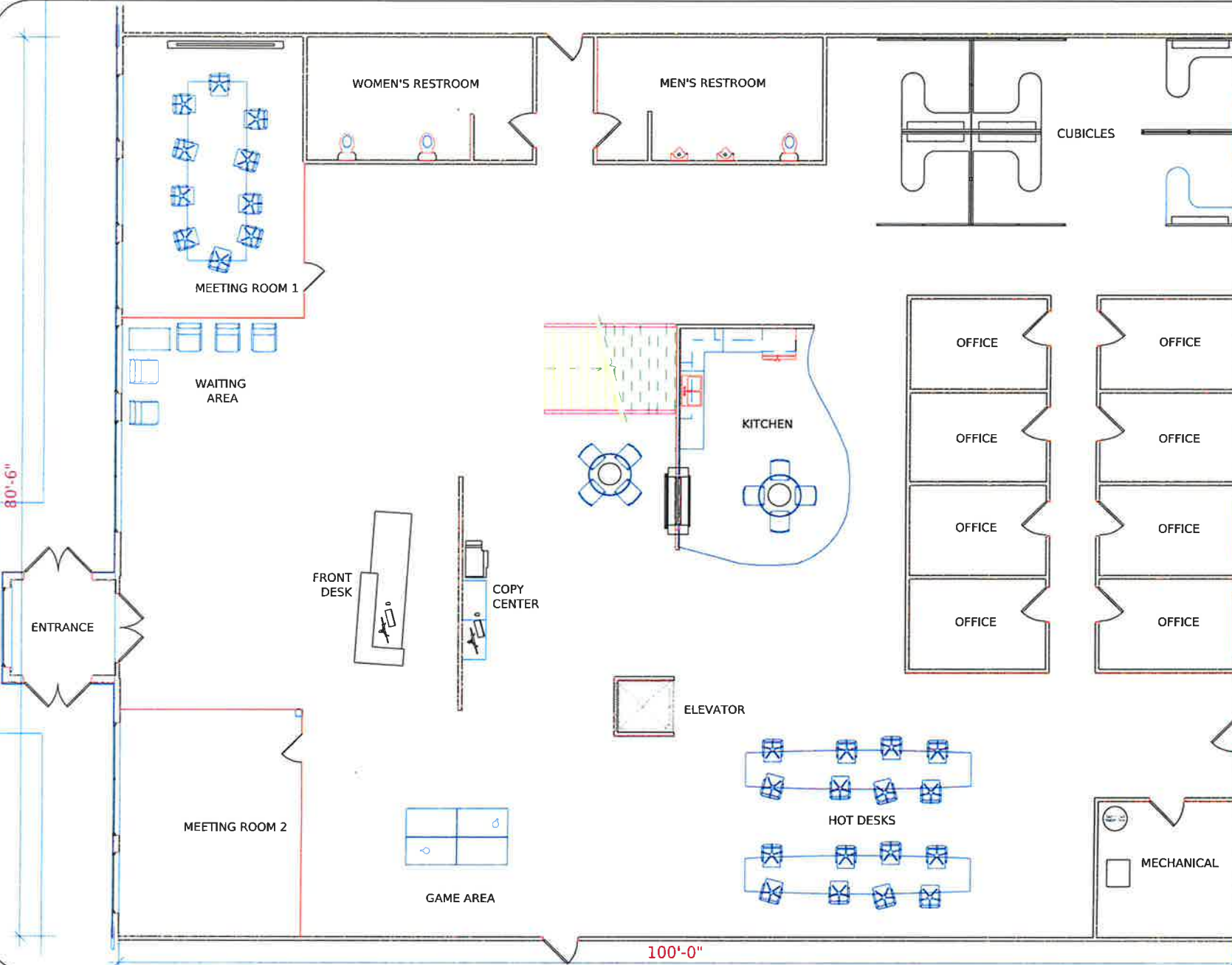
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Client: \_\_\_\_\_

Drawing: **OFFICE LEVEL 1**

Scale: 1/8" = 1' - 0" Date: \_\_\_\_\_

Drawn By: **H.E.C.** Sheet: **A2**  
Checked By: \_\_\_\_\_  
Approved By: \_\_\_\_\_



80'-6"

100'-0"



**General Notes**

No.	Revision/Issue	Date

Orientation: \_\_\_\_\_ Stamp: \_\_\_\_\_

**Precision Enterprises**  
 13951 Valley Ridge Dr. Omaha, NE 68138  
 402-592-3323

Project Name and Address: \_\_\_\_\_

Client: \_\_\_\_\_

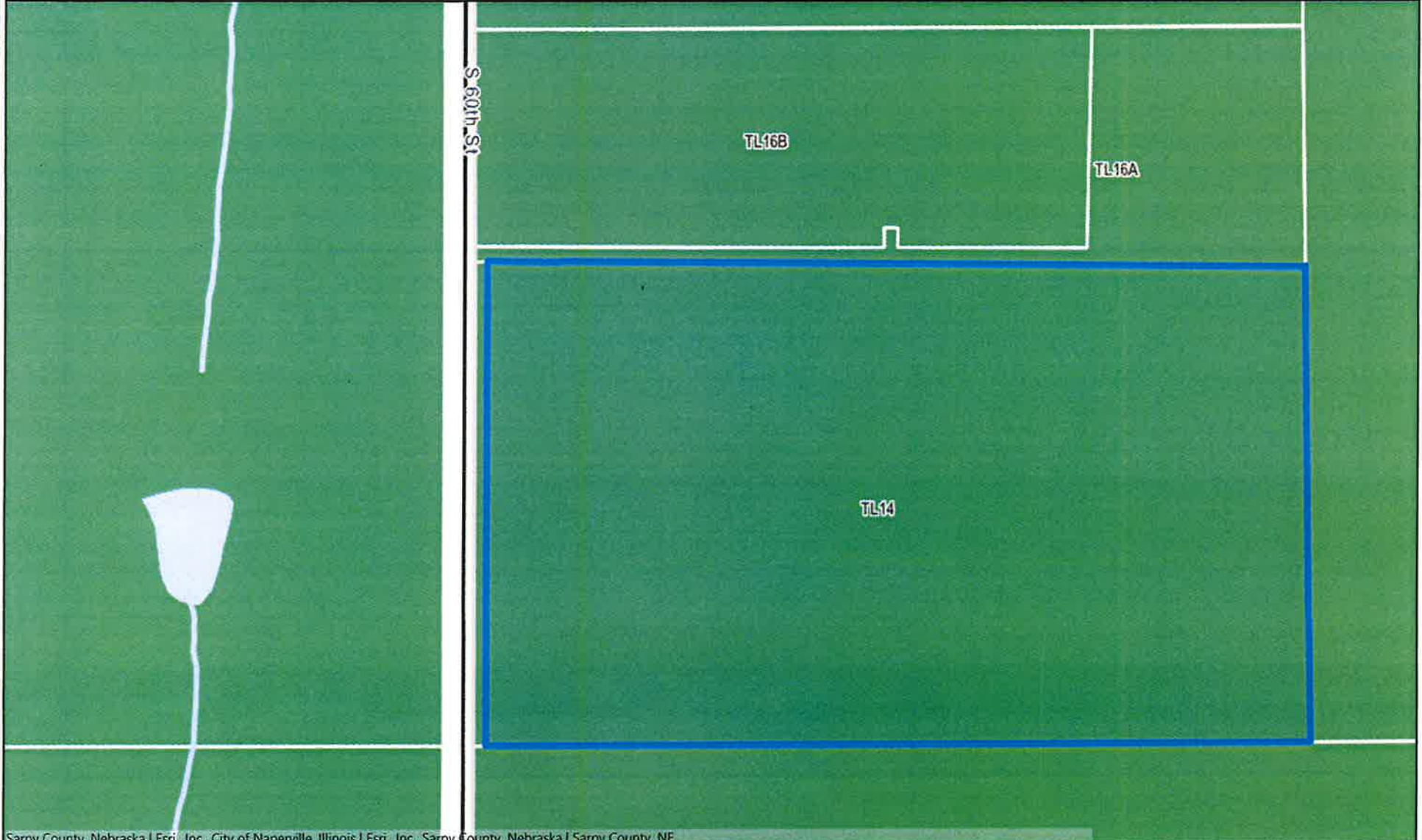
Drawing: **OFFICE LEVEL 2**

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

Drawn By: **H.E.C.** Sheet: **A3**

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

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

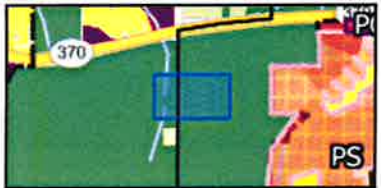


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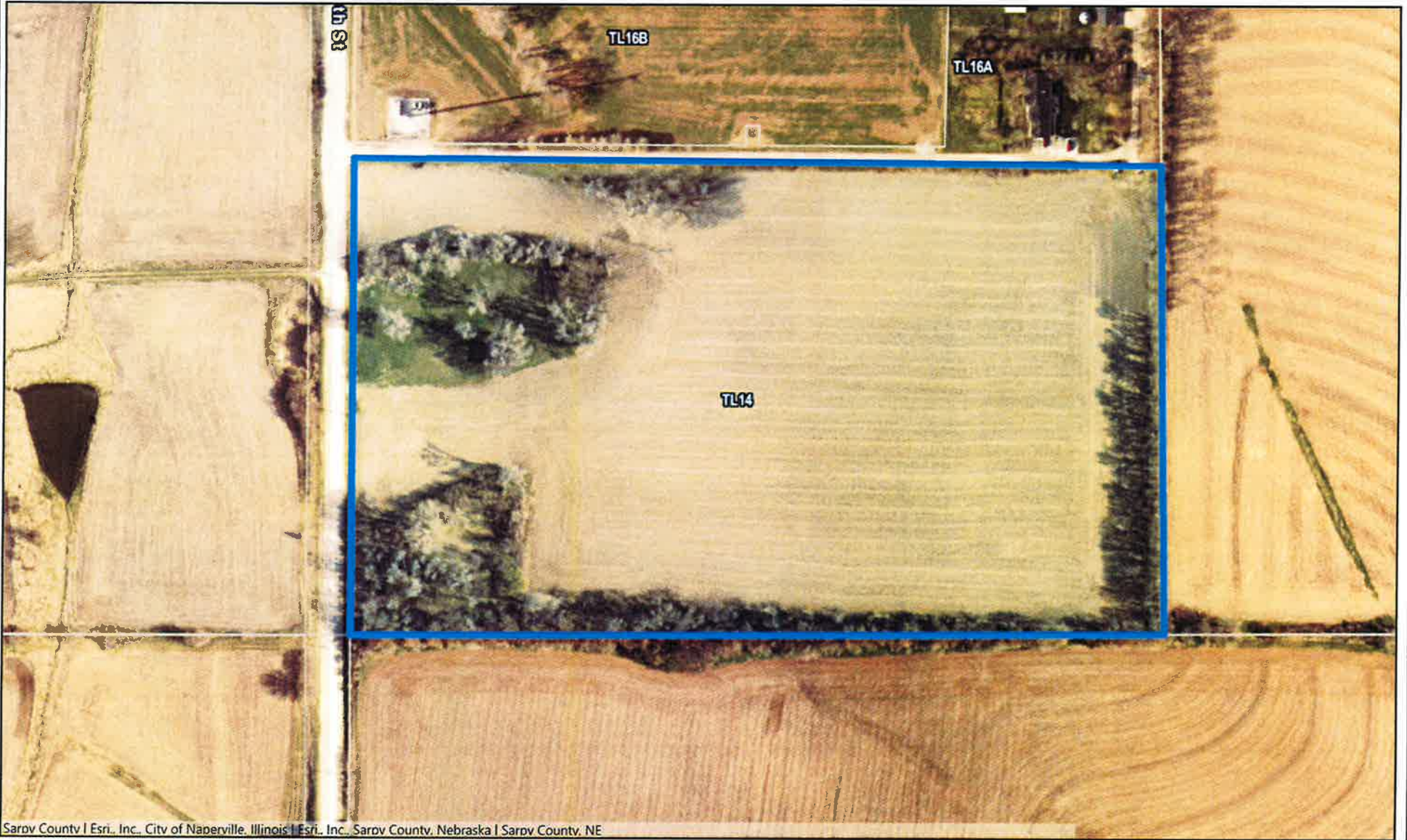
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Notes





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Notes



ORDINANCE NO. 4020

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 11715 SOUTH 60<sup>TH</sup> STREET, MORE PARTICULARLY DESCRIBED IN SECTION 1 OF THE ORDINANCE AND TO PROVIDE AN EFFECTIVE DATE.

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

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

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

Tax Lot 14, located in the Southwest ¼ of Section 31, T14N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska.

From AG (Agricultural District) to ML (Light Manufacturing District).

(Ryan Steele)

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 \_\_\_\_\_, 2020.

APPROVED AS TO FORM:

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

ATTEST

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

\_\_\_\_\_  
Mayor

First Reading: 11/17/2020  
Second Reading: 12/01/2020  
Third Reading: \_\_\_\_\_

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

13a.  
12/01/2020

COUNCIL MEETING DATE: 12/15/2020		SUBMITTED BY: Tammi Palm		Planning Manager	
AGENDA ITEM:		CONSENT AGENDA	<input type="checkbox"/>	SPECIAL PRESENTATION	<input type="checkbox"/>
LIQUOR LICENSE	<input type="checkbox"/>	ORDINANCE	<input checked="" type="checkbox"/>	PUBLIC HEARING	<input type="checkbox"/>
RESOLUTION	<input type="checkbox"/>	CURRENT BUSINESS	<input type="checkbox"/>	OTHER	<input type="checkbox"/>

**SUBJECT:**

Approval of a request to rezone Lot 1, Walbeck Addition, located in the Northeast ¼ of Section 16, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, from RG-20 to BN for the purpose of commercial development. Applicant: Amigo's Market LLC, Pastor Rivera. General Location: West Chandler Road and South 28th Street. Case #: Z-2009-14.

**SYNOPSIS/BACKGROUND:**

Pastor Rivera, on behalf of Amigo's Market LLC, has requested a rezoning on the property at 7616 S. 28th Street from RG-20 to BN for the purpose of a commercial development. The intent of the BN district is to provide for limited commercial uses serving the common and frequent needs of the residents of the immediate vicinity. Mr. Rivera's proposal consists of a 2,400 square foot building for a convenience store. The convenience store will need to meet the city's design standards and parking and landscape requirements. The property has remained vacant since the demolition of a thirteen (13) unit apartment building in October 2014.

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

**TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:**

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

**RECOMMENDATION:**

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

**ATTACHMENTS:**

- |   |                         |                         |
|---|-------------------------|-------------------------|
| 1. Planning Commission Recommendation Sheet | 2. Staff Report         | 3. Rezoning Ordinance   |
| 4. <input type="text"/>                     | 5. <input type="text"/> | 6. <input type="text"/> |

**SIGNATURES:**

LEGAL APPROVAL AS TO FORM: \_\_\_\_\_

FINANCE APPROVAL AS TO FORM: \_\_\_\_\_

ADMINISTRATOR APPROVAL AS TO FORM: \_\_\_\_\_

*A. B. Robbins*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_

# City of Bellevue

## PLANNING COMMISSION RECOMMENDATION

APPLICANT: Amigo's Market, LLC

Case #: Z-2009-14

CITY COUNCIL HEARING DATE: December 15, 2020

REQUEST: to rezone Lot 1, Walbeck Addition from RG-20 to BN for the purpose of a convenience store.

On November 19, 2020, the City of Bellevue Planning Commission voted seven yes, zero no, two absent and zero abstained:

**APPROVAL** of a request to rezone Lot 1, Walbeck Addition from RG-20 to BN for the purpose of a convenience store. **APPROVAL** based upon conformance with the zoning ordinance and lack of perceived negative impact to the surrounding area with an amendment to the Future Land Use Map of the Comprehensive Plan for this property; with a suggestion to consider a traffic study as well as reduced speed limits, a traffic signal or a traffic calming device along West Chandler Road.

### VOTE:

Yes:	Seven:	No:	Zero:	Abstain:	Zero:	Absent:	Two:
	Casey						Aerni
	Perrin						Jacobson
	Cain						
	Ackley						
	Hankins						
	Cutsforth						
	Ritz						

Planning Commission Hearing (s) was held on: November 19, 2020

# CITY OF BELLEVUE PLANNING DEPARTMENT

## RECOMMENDATION REPORT #2

**CASE NUMBER:** Z-2009-14

**FOR HEARING OF:**

**REPORT #1:** November 19, 2020

**REPORT #2:** December 15, 2020

### **I. GENERAL INFORMATION**

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

Amigo's Market LLC  
Pastor Rivera  
3810 Groves Road  
Bellevue, NE 68147

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

Amigo's Market LLC  
3810 Groves Road  
Bellevue, NE 68147

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

West Chandler Road and South 28<sup>th</sup> Street

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

Lot 1, Walbeck Addition, located in the Northeast  $\frac{1}{4}$  of Section 16, T14N, R13E of the 6<sup>th</sup> P.M. Sarpy County, Nebraska.

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

Rezone Lot 1, Walbeck Addition, from RG-20 to BN for the purpose of a commercial development.

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

RG-20, General Residential, Vacant

**G. PURPOSE OF REQUEST:**

The purpose of this request is to rezone the property to allow for the construction of a convenience store without fuel sales.

**H. SIZE OF SITE:**

The site is approximately 0.64 acres.

**II. BACKGROUND INFORMATION**

**A. EXISTING CONDITION OF SITE:**

This site is currently vacant.

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

- 1. **North:** Single-family residential/RS-72
- 2. **East:** Single-family residential (across S 28<sup>th</sup> St)/RS-72
- 3. **South:** Single-family residential (across Chandler Rd)/RS-72
- 4. **West:** Single-family residential/RG-20

**C. RELEVANT CASE HISTORY:**

On November 19, 2020, the Planning Commission recommended approval of a request to rezone Lot 1, Walbeck Addition from RG-20 to BN for the purpose of a commercial development, as well as an amendment to the Future Land Use Map of the Comprehensive Plan for this property.

**D. APPLICABLE ZONING REGULATIONS:**

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

**III. ANALYSIS**

**A. COMPREHENSIVE PLAN:**

The Future Land Use Map of the Comprehensive Plan designates this property as multi-family residential.

**B. OTHER PLANS:**

None

**C. TRAFFIC AND ACCESS:**

1. There is no MAPA traffic data available for this location.
2. The property has access from South 28<sup>th</sup> Street as well as West Chandler Road.

**D. UTILITIES:**

All utilities are available to this location.

**E. ANALYSIS:**

1. Pastor Rivera, for Amigo's Market LLC, has submitted a request to rezone Lot 1, Walbeck Addition, from RG-20 to BN.
2. A thirteen (13) unit apartment building was previously located on this property. The Bellevue City Council determined, under Section 8-50 of the Bellevue City code, the building was a public nuisance and unsafe for human occupancy because of unsafe, unsanitary, and dangerous conditions. On April 14, 2014, Resolution No. 2014-10 was adopted, and the owner was ordered to demolish the structure, but he failed to complete the demolition. Subsequently the city pulled a permit for demolition August 2014 and completed the demolition October 2014. The property has since remained vacant.
3. The intent of the BN district is to provide for limited commercial uses serving the common and frequent needs of the residents of the immediate vicinity.
4. Although site plan approval is not required with this request, the applicant has provided a conceptual site plan. The convenience store proposal consists of a 2,400 square foot building, with room for future expansion. Fuel sales are not allowed in the requested BN zoning district.
5. Per Section 8.11, Zoning Ordinance, the convenience store will need to meet the city's design standards. The applicant will also be required to meet the city's parking and landscaping requirements.

Under the requested zoning designation, all approvals would be done through the building permit process.

6. 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, and the Omaha Public School District. The cover letter indicated a deadline to send comments back to the Planning Department, and also stated if the requested department did not have comments pertaining to the application, no response was needed.

No comments were received on this case.

9. The Future Land Use Map of the Comprehensive Plan shows this property as multi-family residential, based on its current zoning and past use. If the City Council desires to recommend approval of this rezoning request, staff recommends the approval also include a motion to amend the Future Land Use Map of the Comprehensive Plan as well.

10. The West Chandler Road corridor in this area is presently a mix of commercial, industrial, and residential uses. The BN zoning district is the city's most restrictive commercial zoning district, which allows for limited uses to serve the residents of the immediate neighborhood.

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

None

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

APPROVAL based upon conformance with the zoning ordinance and lack of perceived negative impact to the surrounding area with an amendment to the Future Land Use Map of the Comprehensive Plan for this property.

#### **V. PLANNING COMMISSION RECOMMENDATION**

APPROVAL based upon conformance with the zoning ordinance, and lack of perceived negative impact to the surrounding area with an amendment to the Future Land Use Map of the Comprehensive Plan for this property; with a suggestion to consider a traffic study as well as reduced speed limits, a traffic signal, or a traffic calming device along West Chandler Road.

#### **VI. ATTACHMENTS TO REPORT**

1. Zoning Map
2. 2020 GIS aerial photo of the property
3. Site Plan received October 7, 2020

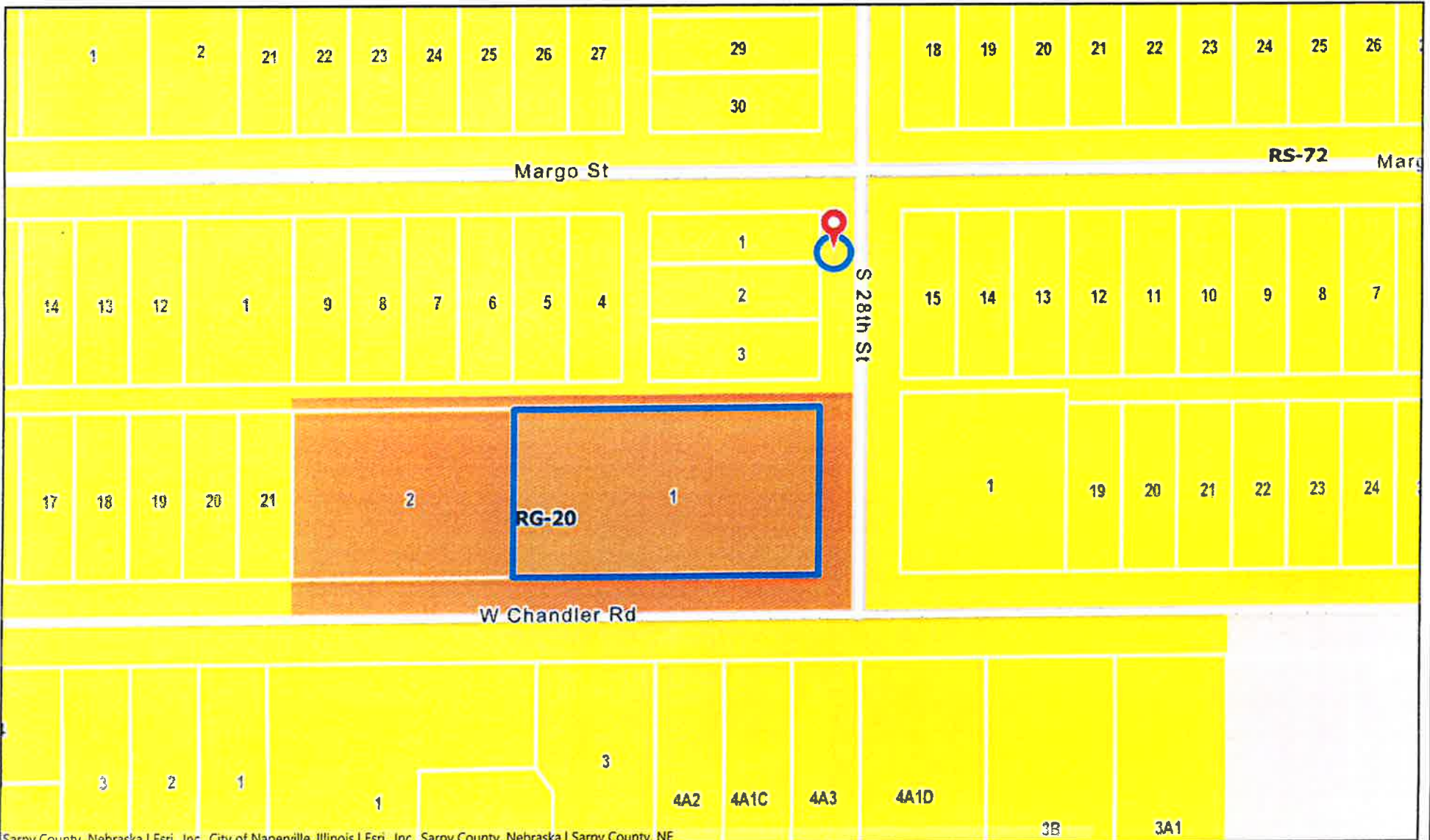
4. Zoning justification letter from applicant received October 15, 2020
5. Memo of approval from a phone call with Rodney Ripley received November 12, 2020.
6. Letter from Betty Fortenbury received November 18, 2020
7. Email from Daniel Dougherty received November 18, 2020
8. Email from Olga, Ronald and Krista Cermak received November 19, 2020
9. Email from Mary Kelly and Al Marcault received November 19, 2020
10. Email from Jack and Donna Main received November 19, 2020
11. Email from Suzan Deyi received November 19, 2020
12. Email from Jamie G received November 20, 2020
13. Email from Charlene Stender received November 20, 2020
14. Email from Peggy Helms received November 22, 2020

**VII. COPIES OF REPORT TO:**

1. Pastor Rivera, Amigo's Market LLC
2. Dennis Duer, Professional Associates Ltd.
3. Public Upon Request

  
Assistant Planning Manager      11/23/20  
Date

  
Planning Manager      11/23/20  
Date



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Notes





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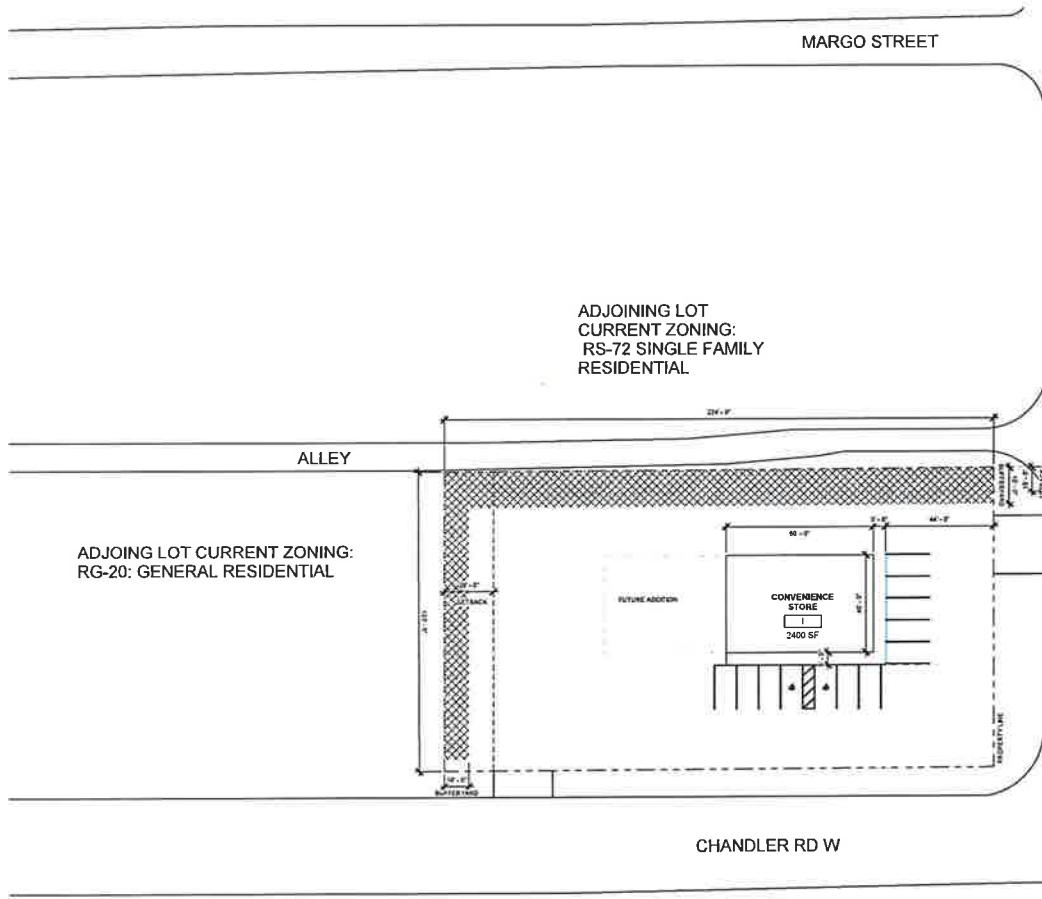
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Notes





AMIGO'S MARKET LLC.  
7616 S 28 ST,  
BELLEVUE, NE 68147

SUBDIVISION NAME: WALBECK ADDITION (10261)  
GENERAL LOCATION: W CHANDLER RD & S. 28 ST.  
ASSESSOR'S PARCEL NUMBER: 011136316  
LEGAL DESCRIPTION: LOT 1 WALBECK ADDITION

CURRENT ZONING:  
RG-20: GENERAL RESIDENTIAL  
CHANGE TO  
BN: NEIGHBORHOOD BUSINESS DISTRICT (BN)

NOTE:  
SITE, SETBACKS, PARKING  
AND BUFFERYARDS ANALYSIS  
ARE BASED ON BN-  
NEIGHBORHOOD BUSINESS  
DISTRICT ZONING

COPYRIGHT:  
Professional Associates Ltd. 2020  
CONVENIENCE STORE  
AMIGO'S MARKET  
LLC  
7616 S 28 ST  
BELLEVUE, NE 68147

1 SITE ANALYSIS  
A1.00 SCALE 1" = 20'-0"

RECEIVED  
OCT 07 2020  
PLANNING DEPT.

10/5/2020  
REZONING  
DRAWING

A1.00

October 5, 2020

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

RECEIVED  
OCT 15 2020  
PLANNING DEPT.

Dear Sir or Madam:

Re: Justification for Zoning Change  
at  
7616 South 28<sup>th</sup> St.  
Bellevue, NE 68147

We would like to change the zoning on the above property from RG-20 to BN-Neighborhood Business Development.

We wish to construct and operate a Convenience Store at this site. The following are details of operation:

1. The hours of operation for the store would be Tuesday to Saturday from 6:00 a.m. to 9:00 p.m. Sundays would be 7:00 a.m. to 4:00 p.m. and closed on Mondays. Days and hours of operation may change based upon customer demand.
2. Primary sells would consist of grocery's, vegetables, dairy products, dry goods, canned goods, beverages, deli meat, hot food to go, etc.
3. It is anticipated that there will be six to eight employees.
4. The anticipated customers are expected to be residents living around the area.
5. No gasoline sales are intended.

We wish to cooperate with the City of Bellevue and its Planning Department to provide a store which is good for the community.

Sincerely,



Pastor Rivera  
Amigo's Market, LLC  
3810 Groves Road  
Bellevue, NE 68147  
402-708-1107  
Kenworth02@hotmail.com

November 12, 2020

Re: Rezoning request Z-2009-14

Applicant: Amigo's Market LLC / Pastor Rivera  
7616 South 28<sup>th</sup> Street

On Thursday, November 12, 2020, the Bellevue Planning Department received a phone call from Rodney R. Ripley, owner of 2941, 2937, and 2933 Chandler Road regarding the rezoning request for Amigo's Market, 7616 South 28<sup>th</sup> Street. Mr. Ripley requested details of items the market would sell. After receiving the requested information Mr. Ripley stated he would be in favor of the market as it might prove to be beneficial to the neighborhood and surrounding area.

Mr. Ripley asked that his comments be shared and made a part of public record.

## Dianna VanHorn

---

**From:** Tammi Palm  
**Sent:** Wednesday, November 18, 2020 10:51 AM  
**To:** Dianna VanHorn; Angela Curry  
**Subject:** FW: Amigo's Market

FYI

Best regards,

*Tammi Palm*

Planning Manager  
City of Bellevue  
1510 Wall Street  
Bellevue, NE 68005  
(402) 293-3038

RECEIVED  
NOV 18 2020  
PLANNING DEPT.

**From:** Betty Bailey <blbailey608@yahoo.com>  
**Sent:** Wednesday, November 18, 2020 9:52 AM  
**To:** Tammi Palm <Tammi.Palm@bellevue.net>  
**Subject:** Amigo's Market

I just wanted to say that I'm totally against this. This is a residential area and a little market would "not" work. Chandler Road can be busy at times and this could cause more problems with traffic not to mention the hours of operation would interfere with the residential neighborhood. I say "No". I can assure you that many of my neighbors feel that same way.

If you have any questions, please feel free to contact me.

Betty Fortenbury  
7717 South 30th St  
Bellevue, NE 68147  
402-213-1740

Daniel Dougherty  
7613 S. 28<sup>th</sup> Street  
Bellevue NE 68147  
402-590-0439  
[heckler.45@hotmail.com](mailto:heckler.45@hotmail.com)

RE: Request to rezone Lot 1, Walbeck Addition, from RG-20 (General Residential-2,000 Square Foot Zone) to BN (Neighborhood Business District)

To Whom it May Concern:

I am opposed to the request to approve the proposed area to become a business district. This neighborhood has families with children, several older residents, and is moderately quiet. A business would greatly disrupt that. Traffic on both Chandler and 28<sup>th</sup> Street has been known to be unsafe already, adding additional traffic to this area is a disaster waiting to happen. The hill alone makes any turning traffic very dangerous; to cars, houses and pedestrians.

A business can also bring in rodents and insects which would invade neighboring homes. There will also be the danger of increased foot traffic causing concern for the safety of our neighborhood. Traffic, as well as parking, will most likely be an issue, leading to customers trespassing on private property. Also, what sort of advertising will be displayed and where? Will there be constant noise or sounds? What sort of lighting will they use? Will it be maintained? Will it be so bright that it interferes with the neighborhood? Is the value of my house going to go down?

There are already 4 convenience stores on Chandler within a 2 mile stretch and is unnecessary to add another one at the cost of safety and security to residents in this area. I bought this house knowing there were no commercial businesses that would be affecting my home. I would not have purchased this house if there had been commercial property in this lot. It is now zoned residential and should stay as such, maybe adding a new house or two. I feel if a business is added, all the residential properties will be devalued, and taxes will increase.

Thank you for your time, and feel free to contact me if you need further assistance.



DANIEL D. DOUGHERTY 11/18/20

## Dianna VanHorn

---

**From:** Tammi Palm  
**Sent:** Thursday, November 19, 2020 2:26 PM  
**To:** Dianna VanHorn; Angela Curry  
**Subject:** FW: Case# Z-2009-14

Best regards,

*Tammi Palm*  
Planning Manager  
City of Bellevue  
1510 Wall Street  
Bellevue, NE 68005  
(402) 293-3038

**From:** chandlerroad <chandlerroad@cox.net>  
**Sent:** Thursday, November 19, 2020 2:25 PM  
**To:** Tammi Palm <Tammi.Palm@bellevue.net>  
**Subject:** Case# Z-2009-14

Re; Case# Z-2009-14  
Applicant- Amigo Market LLC

We are writing to express our strong opposition to Case # Z-2009-14, the proposed rezoning of lot 1 Walbeck Addition from RG-20 to BN.

We, my mother-in-law, husband and I, live at 2803 Chandler Road W, in a home that was built by my father-in-law. This lot has been in this family for many years. My mother-in-law was born in the house next door. Our desire is to continue to keep this lot and home in this family. In a residential area, not business. Also the affect of this change in zoning could be detrimental to property values

There are currently convenient stores a few blocks away, either direction on 36th and Chandler and 26th and Chandler. Dollar General on 25th and Chandler and Casey's on 22nd and Chandler. We do not feel that another convenient store, of any kind, is necessary.

Chandler Road is already a busy street, traffic, pedestrians and children walking to and from school. There is a school bus stop at the end of our lot drive way right on Chandler Road. The increase in traffic could affect the safety of children at this stop. The lot in question is at the top off a hill and is often the scene of near miss accidents. Having additional traffic coming and going is a major area of concern.

We urge you to disapprove the proposed rezoning, from recent discussions with our neighbors, we know our opinions are shared by many who have not managed to attend the meeting or write letters and emails.

Thank you for your continued service and support of our communities.

Best regards,

Olga Cermak, Ronald Cermak & Krista Cermak  
2803 Chandler Road West  
Bellevue, Ne. 68147

Sent from my Galaxy

## Dianna VanHorn

---

**From:** Tammi Palm  
**Sent:** Thursday, November 19, 2020 1:52 PM  
**To:** Dianna VanHorn; Angela Curry  
**Subject:** FW: Planning Commission Meeting input

Best regards,

Tammi Palm  
Planning Manager  
City of Bellevue  
1510 Wall Street  
Bellevue, NE 68005  
(402) 293-3038

-----Original Message-----

**From:** Mary Kelly <mkelly24@cox.net>  
**Sent:** Thursday, November 19, 2020 1:37 PM  
**To:** Tammi Palm <Tammi.Palm@bellevue.net>  
**Subject:** Planning Commission Meeting input

Dear Ms. Palm,

As long-time residents of this area, my husband and I would like to contribute our thoughts to an issue on your agenda this evening. We understand that a request has been made to rezone the old school property at 28th and Chandler for the purpose of being a convenience store. Setting aside the fact that Chandler now has a total of four convenience stores between Fort Crook Rd. and 36th Street, we are very concerned about the potential safety issues that could arise from putting a convenience store on the corner.

As you may know, that intersection is at the top of a steep hill to the west. Traffic can be really fast in the morning as people race to the interstate entrance on Chandler. It's difficult as it is to make a left turn onto Chandler in the morning. We imagine that, with a convenience store at that location, people will be attempting to turn on and off of 28th for coffee and whatnot, complicating matters considerably. There are children walking to Chandler View Elementary as well. The new "curb-less" sidewalks are narrow. We've seen impatient drivers driving east in the evening actually drive along the sidewalks to pass cars waiting for clearance to turn left.

We really wish the city would consider a green space of some kind. A playground or soccer field would be wonderful. Otherwise, at a minimum, any rezoning of this kind should be contingent on the results of a thorough traffic study of the area. Safety issues would need to be addressed, possibly with a traffic light with a protected left turn arrow. We hope to find out how the Planning Commission intends to proceed.

Yours very truly,

Mary Kelly and Al Marcault  
2813 Lillian St.  
Bellevue NE 68147

## Angela Curry

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**From:** Tammi Palm  
**Sent:** Thursday, November 19, 2020 8:44 PM  
**To:** Dianna VanHorn; Angela Curry  
**Subject:** FW: Store at 28th Chandler

Best regards,

*Tammi Palm*

Planning Manager  
City of Bellevue  
1510 Wall Street  
Bellevue, NE 68005  
(402) 293-3038

**From:** jam68147@outlook.com <jam68147@outlook.com>  
**Sent:** Thursday, November 19, 2020 6:35 PM  
**To:** Tammi Palm <Tammi.Palm@bellevue.net>  
**Subject:** Store at 28th Chandler

We are very opposed to having this type of store in our neighborhood.

It is too close to the school. Children will be walking past, cars coming and going will be very dangerous plus what kind of customers will be going in for the purpose of buying alcohol, cigarettes.

We vote NO

Please consider wisely.

Jack and Donna Main  
2707 Margo st  
68147  
402-734-3554

## Angela Curry

---

**From:** Tammi Palm  
**Sent:** Thursday, November 19, 2020 8:48 PM  
**To:** Angela Curry; Dianna VanHorn  
**Subject:** FW: AMIGOS Market LLC

Best regards,

Tammi Palm  
Planning Manager  
City of Bellevue  
1510 Wall Street  
Bellevue, NE 68005  
(402) 293-3038

-----Original Message-----

**From:** Suzan Deyi <suzandeyi@yahoo.com>  
**Sent:** Thursday, November 19, 2020 8:41 PM  
**To:** Tammi Palm <Tammi.Palm@bellevue.net>  
**Subject:** AMIGOS Market LLC

Hello Tami,

I, Suzan Deyi, cast a NAY vote for the Amigos Market LLC that is being considered to be built near my home. There is already enough traffic that travels through Chandler Road, adding the Market will delay my travel time. My family moved to Bellevue due to the quiet rapport which will be taken away if the property is built.

I hereby cast my vote AGAINST the proposed property to be built near my house via email since I am not able to be there in person.

Thank You,

Suzan Deyi  
2826 Margo St.  
Bellevue, NE 68147

## Dianna VanHorn

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**From:** Tammi Palm  
**Sent:** Friday, November 20, 2020 9:12 AM  
**To:** Dianna VanHorn  
**Subject:** FW: Case z-2019-14

Best regards,

*Tammi Palm*

Planning Manager  
City of Bellevue  
1510 Wall Street  
Bellevue, NE 68005  
(402) 293-3038

**From:** jamie g <jlgiandinoto@gmail.com>  
**Sent:** Friday, November 20, 2020 8:55 AM  
**To:** Tammi Palm <Tammi.Palm@bellevue.net>  
**Subject:** Case z-2019-14

To whom it may concern,

Hello this is in reference to #z-2019-14. I am a resident that will be impacted in this situation. I am writing to voice my concerns on this matter. I do not believe it is a good idea to build there. They are basically wanting to plant a mart right in a neighborhood. This is going to cause numerous traffic issues. It is only one lane each way it will be a disaster if someone is waiting to turn straight into the mart. As well as people walking to this market on chandler where there is no sidewalks is very dangerous. For example there is a convenient mart right up the street and people walk right on chandler and it is very unsafe. And people nearly getting hit trying to cross the street to the mart. People have been living in that neighborhood their whole life and if their taxes go up they will be forced to move for a convenient mart that isn't even needed in this area. Besides the fact it is not needed in this area there is a mart right down the road. Those marts up the road have been there for years and its just dilapidated eyesores and have changed hands may of times to think one up the street would be any different is just wrong. It will cause problems and then go out of business. PLEASE just save everyone the trouble and do not let them build.

Thank you for your time.

RECEIVED  
NOV 20 2020  
PLANNING DEPT.

## Tammi Palm

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**From:** Charlene Stender <cstender49@msn.com>  
**Sent:** Friday, November 20, 2020 12:44 PM  
**To:** Tammi Palm  
**Subject:** 28th & Chandler

I am against the planned developments near 28<sup>th</sup> & Chandler Rd, West. Chandler Road has seen so much increased traffic and development in the past few years, and this will make the road even more dangerous.

Charlene Stender  
2512 Chandler Road, West  
Bellevue, NE 68147

**RECEIVED**  
**NOV 20 2020**  
**PLANNING DEPT.**

## Tammi Palm

---

**From:** RILEY HELMS <rhelms4@cox.net>  
**Sent:** Saturday, November 21, 2020 11:21 AM  
**To:** Tammi Palm  
**Subject:** Quick Mart at 28th and Chandler

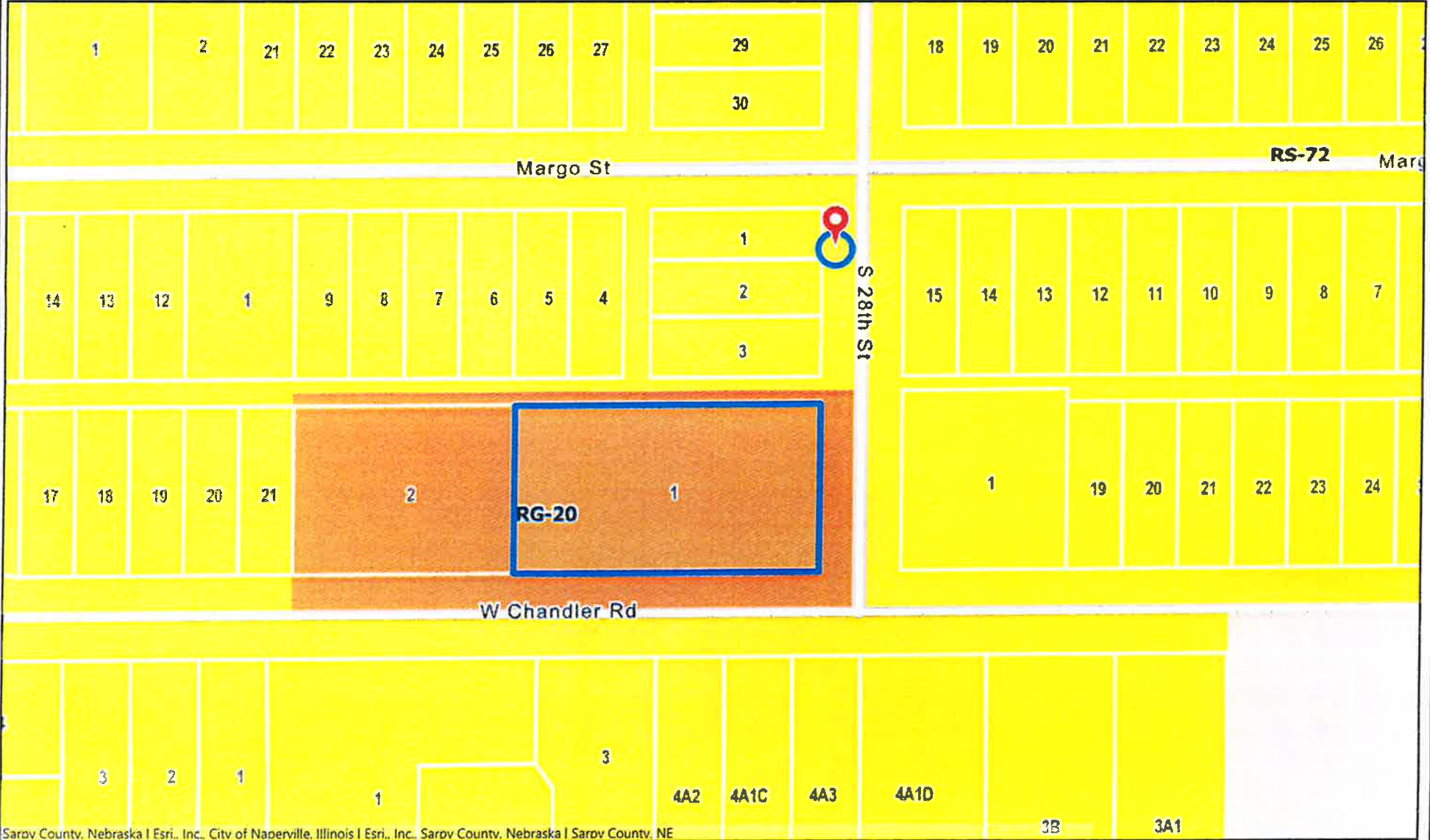
Not that it will do any good but I want to express a NO,NO,NO opinion on the business proposed to be built at 28th and Chandler. When is the Bellevue planning and City Council going to start giving a crap about the "Neighborhoods" in these low middle income areas. Chandler Road has enough damn storage facilities and "quick marts" right now! You've got Quick trip gas station at Fort Crook, Then Casey's, then dina mart, and another gas station and quick mart at 36th & chandler. The crime in this general region seems to be increasing with car thefts or car break ins, vandals, not to mention people driving with no damn insurance and then get into an accident.

When will you stop? Because I know you will not listen to the people that live in the area. Oh, you'll listen and then go ahead and allow the further decline of the area by allowing this kind of business.

Thanks for nothing, as you did with Milt's Storage expansion 2 years ago!

Peggy Helms

RECEIVED  
NOV 22 2020  
PLANNING DEPT.



Sarpy County, Nebraska | Esri, Inc. | City of Naperville, Illinois | Esri, Inc. | Sarpy County, Nebraska | Sarpy County, NE



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Notes





Sarpy County | Esri, Inc., City of Naperville, Illinois | Esri, Inc., Sarpy County, Nebraska | Sarpy County, NE



Map Scale 1: 796

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.



Notes





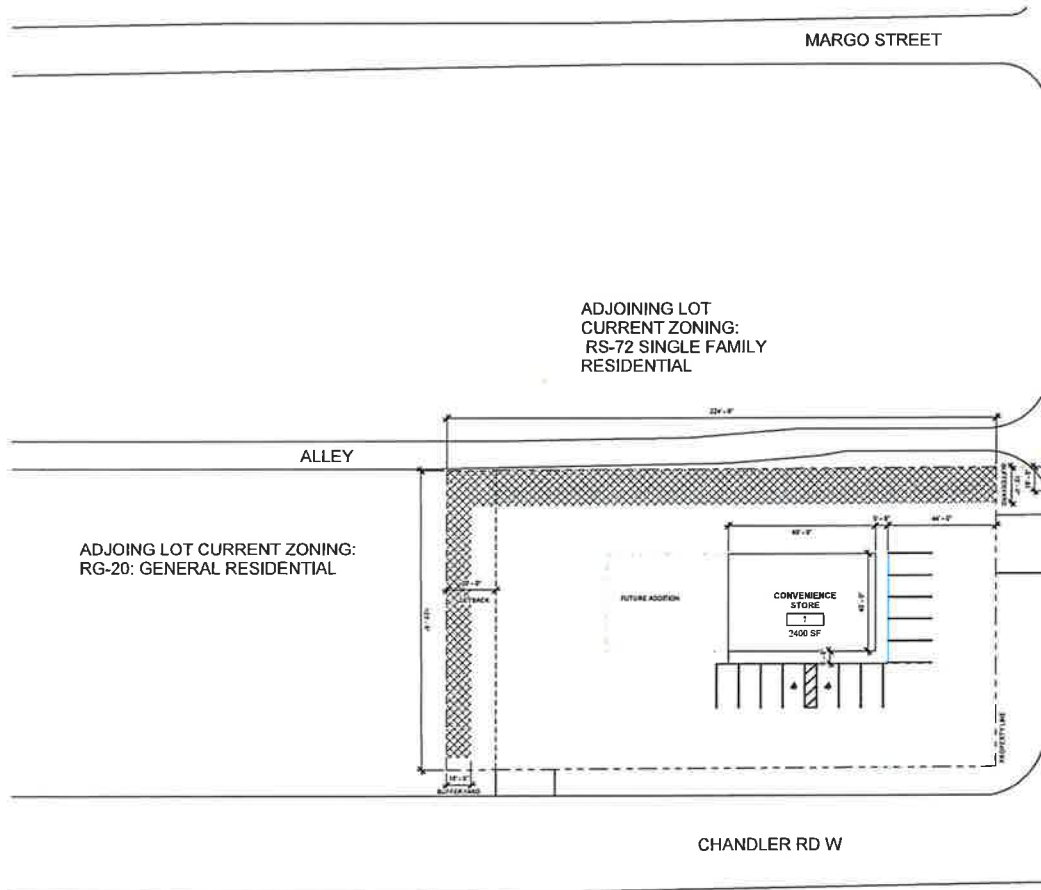
Architects Planners  
Interior Architects

AMIGO'S MARKET LLC.  
7616 S 28 ST,  
BELLEVUE, NE 68147

SUBDIVISION NAME: WALBECK ADDITION (10261)  
GENERAL LOCATION: W CHANDLER RD & S. 28 ST.  
ASSESSOR'S PARCEL NUMBER: 011136316  
LEGAL DESCRIPTION: LOT 1 WALBECK ADDITION

CURRENT ZONING:  
RG-20: GENERAL RESIDENTIAL  
CHANGE TO  
BN: NEIGHBORHOOD BUSINESS DISTRICT (BN)

NOTE:  
SITE, SETBACKS, PARKING  
AND BUFFERYARDS ANALYSIS  
ARE BASED ON BN-  
NEIGHBORHOOD BUSINESS  
DISTRICT ZONING



ADJOINING LOT  
CURRENT ZONING:  
RS-72 SINGLE FAMILY  
RESIDENTIAL

ADJOINING LOT CURRENT ZONING:  
RG-20: GENERAL RESIDENTIAL

**RECEIVED**  
 OCT 07 2020  
 PLANNING DEPT.

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**CONVENIENCE STORE**  
**AMIGO'S MARKET**  
**LLC**  
 7616 S 28 ST  
 BELLEVUE, NE 68147

1 SITE ANALYSIS  
 A1.00 SCALE 1" = 20'-0"

10/5/2020  
 REZONING  
 DRAWING

**A1.00**

ORDINANCE NO. 4021

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 7616 SOUTH 28<sup>TH</sup> STREET, 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, Walbeck Addition, located in the Northeast ¼ of Section 16, T14N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska

From RG-20 (General Residential District – 2,000 Square Foot Zone) to BN (Neighborhood Business District).

(Amigo’s Market, LLC)

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 \_\_\_\_\_, 2021.

APPROVED AS TO FORM:

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

ATTEST

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

\_\_\_\_\_  
Mayor

First Reading: 12/01/2020  
Second Reading: \_\_\_\_\_  
Third Reading: \_\_\_\_\_

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

13b.  
12/01/2020

COUNCIL MEETING DATE: 12/15/2020	SUBMITTED BY: Tammi Palm	Planning Manager
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>

SUBJECT:

Approval of a request to rezone Lot 2, Wolf Creek Replat 4 Addition, from BGH to RG-8-PS. Applicant: Wolf Creek Apartments II, LLC. General Location: 10904 South 15th Street. Case #: Z-2010-15.

SYNOPSIS/BACKGROUND:

Scott Brown, on behalf of Wolf Creek Apartments II, LLC is requesting a change in zone for Lot 2, Wolf Creek Replat 4 Addition from BGH to RG-8-PS for the purpose of construction of a 110 unit multi-family residential development with site plan approval.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: NO  COUNTER-PARTY:  INTERLOCAL AGREEMENT: NO

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE:  CONTRACT TERM:  CONTRACT END DATE:

PROJECT NAME:

START DATE:  END DATE:  PAYMENT DATE:  INSURANCE REQUIRED: NO

CIP PROJECT NAME:  CIP PROJECT NUMBER:

STREET DISTRICT NAME (S):  STREET DISTRICT NUMBER (S):

ACCOUNTING DISTRIBUTION CODE:  ACCOUNT NUMBER:

RECOMMENDATION:

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

ATTACHMENTS:

1. Planning Commission Recommendation Sheet	2. Staff Report	3. Rezoning Ordinance
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*A. B. ...*  
*[Signature]*  
*[Signature]*

# City of Bellevue

## PLANNING COMMISSION RECOMMENDATION

APPLICANT: Wolf Creek Apartments II, LLC

Case #: Z-2010-15

CITY COUNCIL HEARING DATE: December 15, 2020

REQUEST: to rezone Lot 2, Wolf Creek Replat 4, from BGH to RG-8-PS for the purpose of multi-family residential development, with site plan approval.

On November 19, 2020, the City of Bellevue Planning Commission voted seven yes, zero no, two absent and zero abstained:

**APPROVAL** of a request to rezone Lot 2, Wolf Creek Replat 4, from BGH to RG-8-PS for the purpose of multi-family residential development, with site plan approval. **APPROVAL** based upon compatibility with the surrounding neighborhood and lack of perceived negative impact.

### VOTE:

Yes:	Seven:	No:	Zero:	Abstain:	Zero:	Absent:	Two:
	Casey						Aerni
	Perrin						Jacobson
	Cain						
	Ackley						
	Hankins						
	Cutsforth						
	Ritz						

Planning Commission Hearing (s) was held on: November 19, 2020

# CITY OF BELLEVUE PLANNING DEPARTMENT

## RECOMMENDATION REPORT # 2

CASE NUMBER: Z-2010-15

FOR HEARING OF:

REPORT #1: November 19, 2020

REPORT #2: December 15, 2020

### I. GENERAL INFORMATION

#### A. APPLICANT:

Wolf Creek Apartments II, LLC  
Scott Brown  
1925 North 120<sup>th</sup> Street  
Omaha, NE 68154

#### B. PROPERTY OWNER:

Hogan Wolf Creek South, LLC  
c/o: Jim Buser  
10250 Regency Circle, Suite 300  
Omaha, NE 68114

#### C. GENERAL LOCATION:

10904 South 15<sup>th</sup> Street

#### D. LEGAL DESCRIPTION:

Lot 2, Wolf Creek Replat 4, located in the Southeast  $\frac{1}{4}$  of Section 27, T14N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska.

#### E. REQUESTED ACTIONS:

1. Rezone Lot 2, Wolf Creek Replat 4, from BGH to RG-8-PS with site plan approval.

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

BGH, Vacant

**G. PURPOSE OF REQUEST:**

The purpose of this request is to obtain approval of a rezoning and site plan for the construction of a 110 unit multi-family residential development.

**H. SIZE OF SITE:**

The site is approximately 3.95 acres.

**II. BACKGROUND INFORMATION**

**A. EXISTING CONDITION OF SITE:**

The site is presently vacant and covered in vegetation.

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

1. **North:** Vacant/Commercial, BGH
2. **East:** Vacant/MH
3. **South:** Vacant/MH
4. **West:** Highway 75 right-of-way

**C. REVELANT CASE HISTORY:**

On November 19, 2020 the Planning Commission recommended approval of a request to rezone Lot 2, Wolf Creek Replat 4, from BGH to RG-8-PS.

**D. APPLICABLE REGULATIONS:**

1. Section 5.15, Zoning Ordinance, regarding RG-8 uses and requirements.
2. Section 5.17, Zoning Ordinance, regarding Planned Subdivision District.

**III. ANALYSIS**

**A. COMPREHENSIVE PLAN:**

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

**B. OTHER PLANS:**

None

**C. TRAFFIC AND ACCESS:**

1. There is no MAPA traffic data available for this location.
2. The property has access from one point along South 15<sup>th</sup> Street.

**D. UTILITIES:**

All utilities are available to this property.

**E. ANALYSIS:**

1. Scott Brown, on behalf of Wolf Creek Apartments II, LLC has submitted a request for a rezoning for Lot 2, Wolf Creek Replat 4, from BGH to RG-8-PS for the purpose of a multi-family residential development.
2. In conjunction with the change of zone, the applicant is also requesting site plan approval for the apartment buildings.
3. The RG-8 zoning district is intended to permit very high-density development, multi-story apartment development and other uses that are typical and compatible in the operation of apartment houses.
4. The proposal consists of 110 units in one building. The building is a mix of studio, one-, two-, and three-bedroom units. Additionally, three detached garaged structures are proposed.
5. The site plan shows 188 surface parking stalls for the development, in addition to 32 garage spaces, for a total of 220 parking spaces. The ordinance requires a minimum of 220 parking stalls.
6. The applicant is proposing a clubhouse within the proposed building with a private fitness center, leasing office, and common area space for the residents. Additionally, the residents will have access to a fenced in dog park, as well as the convenience of the surrounding Wolf Creek commercial area.
7. The landscape plan has been reviewed by staff and meets the minimum requirements of the zoning ordinance.
8. The proposed buildings will need to meet the requirements of Section 8.11, Zoning Ordinance, in regards to design standards. Compliance for this will be reviewed at such time a building permit is submitted.
9. A traffic study was required by staff and submitted with this application. This study has been reviewed by the Public Works Department. Based on this study,

staff does not believe the proposed development will have a negative impact on the traffic conditions in the area.

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

Matt Knight, Public Works Engineer, requested technical revisions to the site plan and preliminary grading and utility plans. These comments have since been satisfied by the applicant's engineer.

Chief Building Official Mike Christensen had a general comment pertaining to his concern for added traffic in the area.

No other comments were received on this case.

11. Based on its current zoning, the Future Land Use Map of the Comprehensive Plan shows this area as commercial. A recommendation of approval should also include a recommendation to update the Future Land Use Map for this area to multi-family residential.

12. The applicant presently has an apartment development nearing the end of construction to the north of this site. This complex is named Latitude 41. The Latitude 41 property was also zoned commercial prior to the City Council rezoning it for the multi family residential use in 2018.

13. Based on the previous decision of the City Council to rezone commercial property to multi family residential in this area, as well as the existing conditions, staff believes this request is appropriate given the current uses in the area.

**F. TECHNICAL DEFICIENCIES:**

None

**IV. DEPARTMENT RECOMMENDATION**

APPROVAL based upon compatibility with the surrounding neighborhood and lack of perceived negative impact.

**V. PLANNING COMMISSION RECOMMENDATION**


APPROVAL based upon compatibility with the surrounding neighborhood and lack of perceived negative impact.

**VI. ATTACHMENTS TO REPORT**

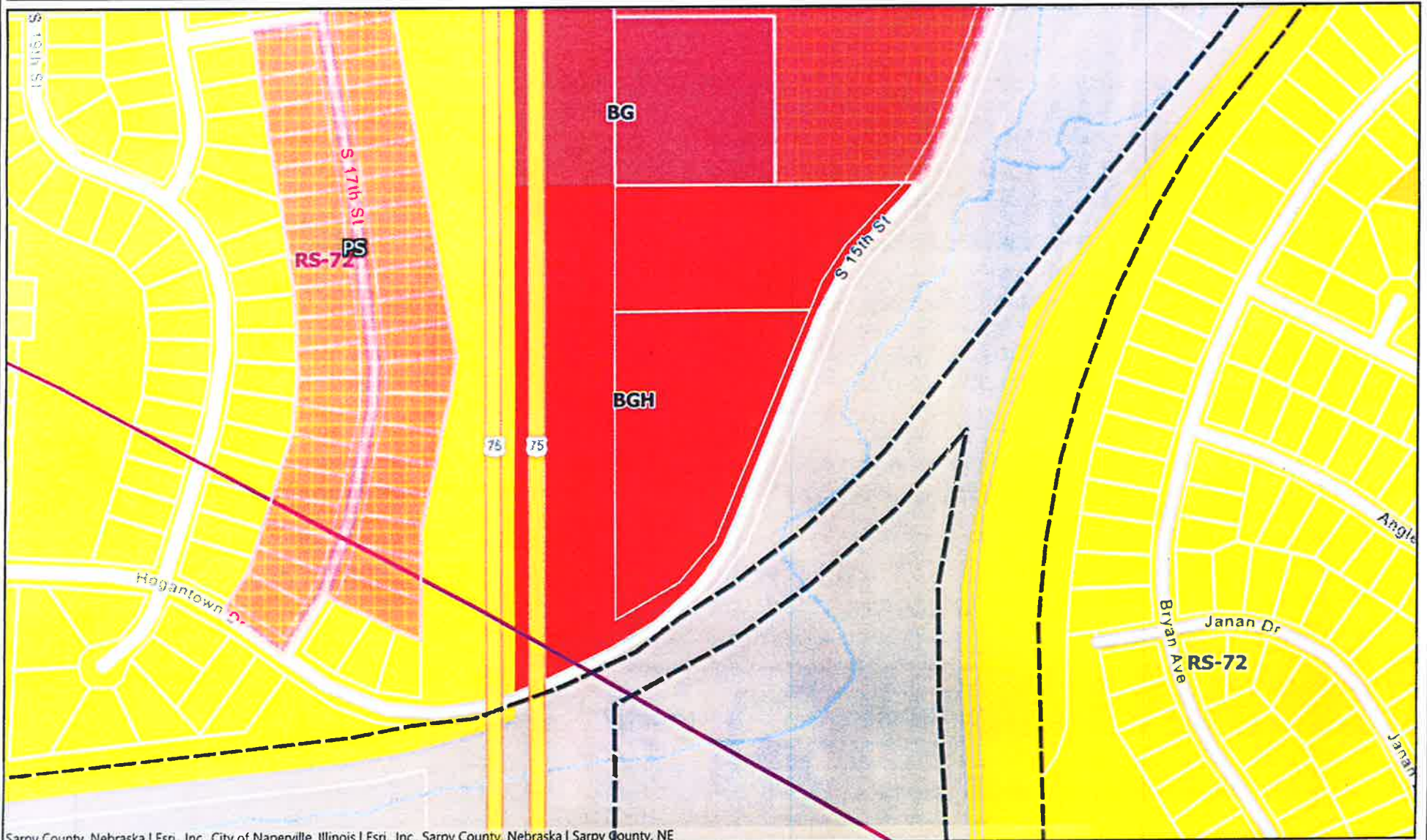
1. Zoning Map
2. 2020 GIS aerial photo of the property
3. Site plan received November 5, 2020
4. Landscape plan received November 5, 2020
5. Justification letter received October 16, 2020 from Scott Brown.

**VII. COPIES OF REPORT TO:**

1. Wolf Creek Apartments II, LLC
2. Hogan Wolf Creek South, LLC
3. Thompson, Dreesen & Dorner, Inc.
4. Public Upon Request

  
Assistant Planning Manager

  
Planning Manager                      Date of Report



Sarpy County, Nebraska | Esri, Inc. City of Naperville, Illinois | Esri, Inc. Sarpy County, Nebraska | Sarpy County, NE



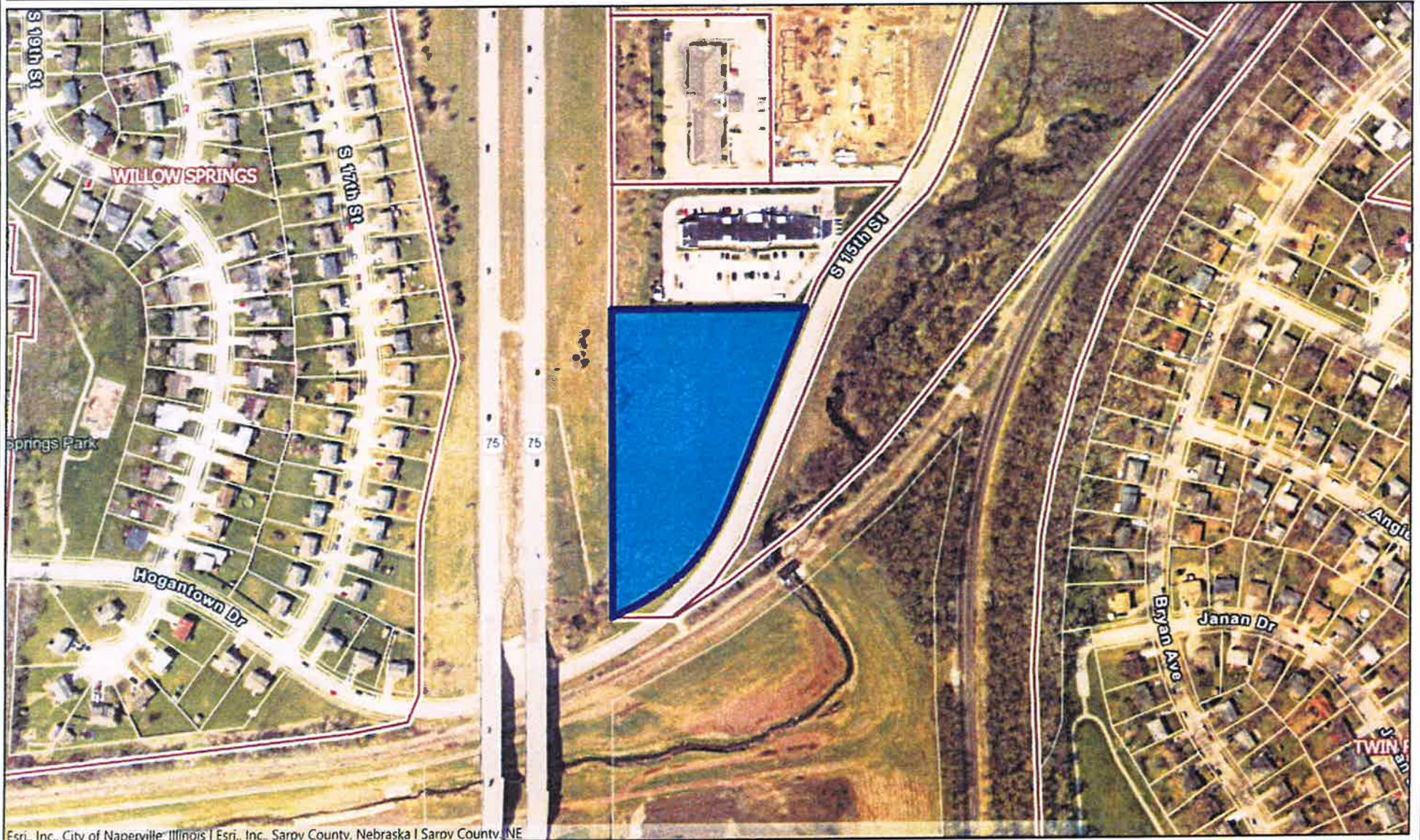
Map Scale 1: 4514

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Notes





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Notes







RECEIVED

OCT 16 2020



PLANNING DEPT.

Ms. Tammi Palm  
Bellevue Planning Director  
1510 Wall Street  
Bellevue, NE 68005

RECEIVED

Re: Rezoning Request Lot 2, Wolf Creek Replat 4

PLANNING DEPT.

Dear Tammi:

This letter serves as a supplement to the application to rezone the approximate 3.95 +/- acre property legally described as Lot 2, Wolf Creek Replat 4, located in the Wolf Creek subdivision in Bellevue, Nebraska (the "Property") from its existing BGH zoning to RG-8-PS. The Property is currently surrounded by a hotel and apartment building to the north, railroad tracks to the east and south, and Kennedy Freeway to the west. The rezoning of the Property is necessary to accomplish several key benefits for the City of Bellevue.

The applicant is proposing to develop a single four (4) story multi-family building that will contain a clubhouse common area. The applicant is also the co-developer of Latitude 41, an apartment community located to the north of the Property that will be fully built by the end of this year.

1. Lack of Marketability for the Land

The Property has been in a finished developed condition for over 20 years and yet the owner has had very little interest from any commercial users for the land. In today's market, retail is currently struggling from the trend towards online purchasing and dealing with the negative effects of COVID 19. As far as an office use, companies are currently re-evaluating their office space needs finding out during this COVID 19 period that they were able to have normal operations with remote employees while their office was either vacant or operated with skeleton crews. Accordingly, we will be seeing more vacant office space on the market which will deter the office demand for new construction. Hotels on the Property are also not a viable use either as there are already two (2) hotels to the north that are struggling in this environment as corporate travel has halted and it will take some time before hotels recover to the levels they were before COVID 19. Consequently, this land is not marketable to any commercial users.

2. Multi-family housing needed in Mixed Use areas

The applicant has learned from Latitude 41 that there is a need for more multi-family units to serve the community, especially Bellevue University and Offutt Air Force Base. Shopping centers today are being developed with multi-family communities either near or part of the shopping center to support the retailers. These types of mixed used developments are commonplace in the Douglas and Sarpy county marketplaces. In our case, the Bellevue retailers located at 15<sup>th</sup> & Cornhusker would benefit from the proposed 110 multi-family units due to its close proximity to the multi-family dwellings and the residents

5. Assessed Valuation

The land is valued at \$773,383 and with the applicant's proposed Project, the land and building will have an assessed valuation to over \$6,000,000 which is more than 775% increase in the property valuation.

We are sincerely looking forward to working with the City of Bellevue on the development of the Property. We see this project as mutually beneficial for all parties involved and the current and future residents of the City of Bellevue. Should you or anyone else require or desire any additional information, please do not hesitate to contact me at your convenience.

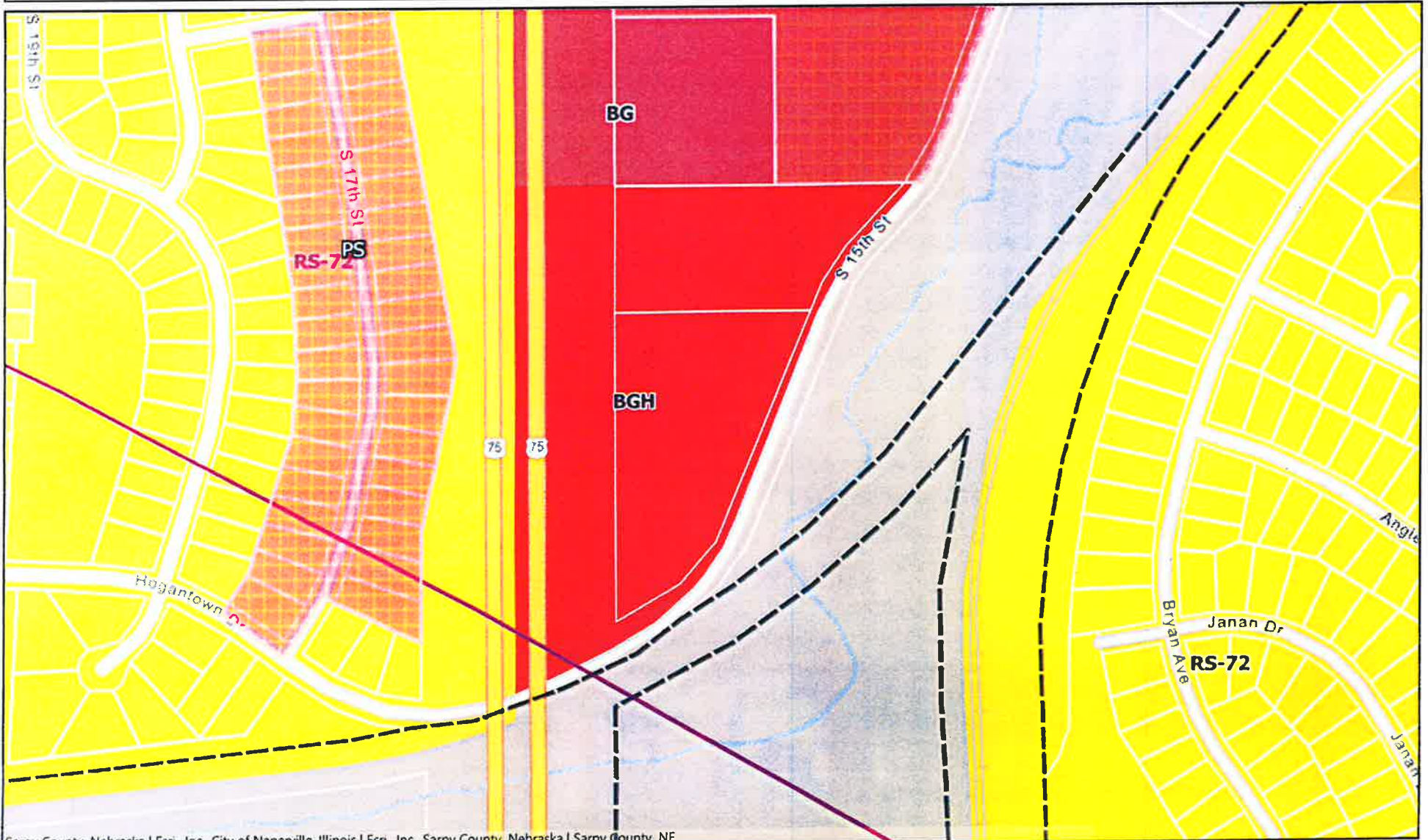
Yours truly,



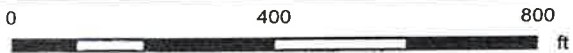
Scott Brown

C: Mr. Jim Buser  
Mr. Terry Hogan

RECEIVED  
OCT 16 2020  
PLANNING DEPT.



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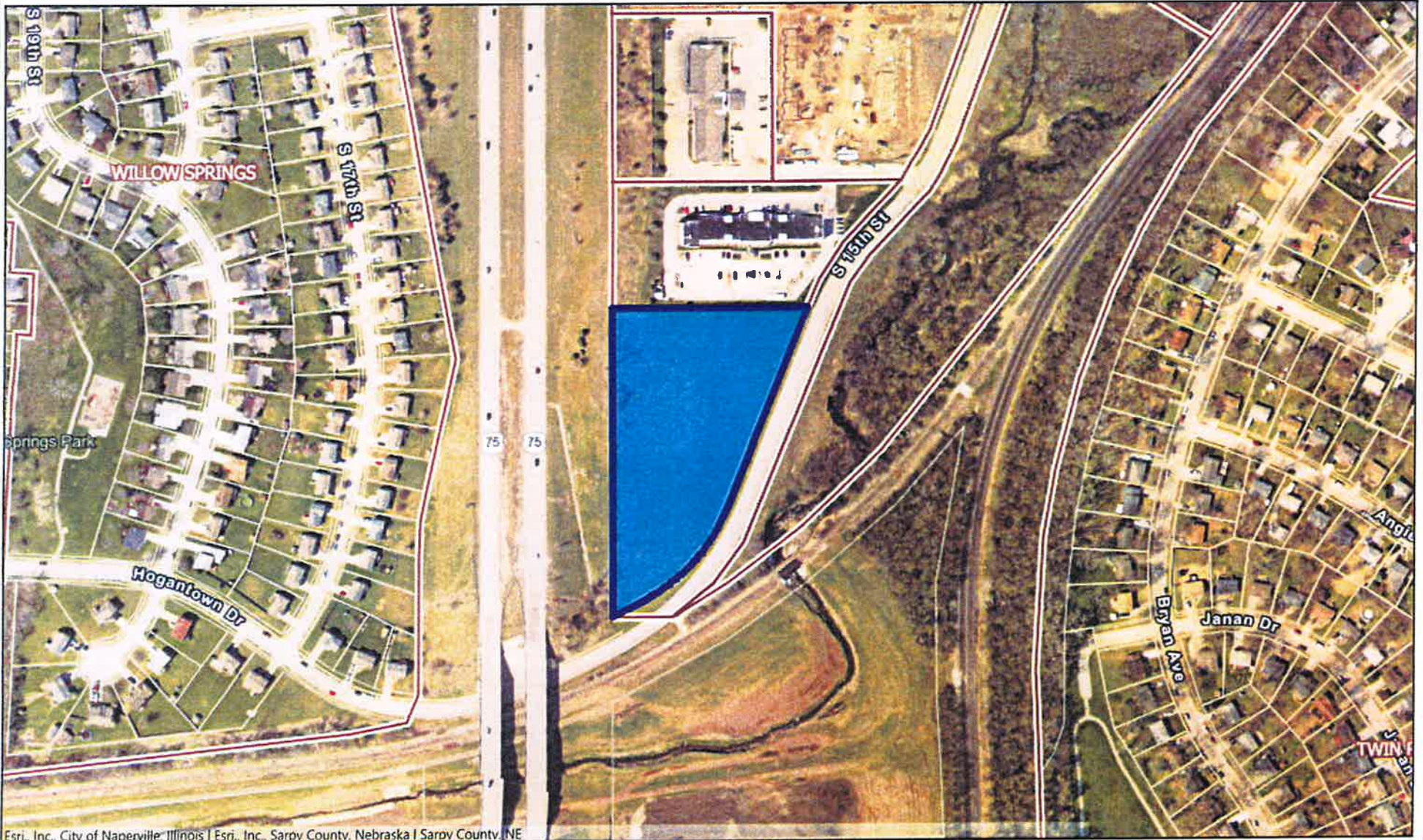
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Notes





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Map Scale 1: 4514

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Notes







ORDINANCE NO. 4022

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 10904 SOUTH 15<sup>TH</sup> STREET, 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 2, Wolf Creek Replat 4, located in the Southeast ¼ of Section 27, T14N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska

From BGH (Heavy General Business District) to RG-8-PS (General Residential District – 2,000 Square Foot Zone – Planned Subdivision District).

(Wolf Creek Apartments II, LLC)

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 \_\_\_\_\_, 2021.

APPROVED AS TO FORM:

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

ATTEST

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

\_\_\_\_\_  
Mayor

First Reading: 12/01/2020  
Second Reading: \_\_\_\_\_  
Third Reading: \_\_\_\_\_

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

14a. and 14a1.  
12/01/2020

COUNCIL MEETING DATE: 12/01/2020	SUBMITTED BY: Tammi Palm	Planning Manager
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input checked="" type="checkbox"/>
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>

SUBJECT:

Approval of final plat and the First Amendment to the Belle Lago South Subdivision Agreement for Lots 122 through 124, Belle Lago South. Applicant: HRC Belle Lago, LLC. General Location: South 45th Street and Lookingglass Drive. Case #: S-2010-23.

SYNOPSIS/BACKGROUND:

Dave Vogtman for HRC Belle Lago, LLC has requested approval of the final plat and first amendment of the subdivision agreement for Lots 122 through 124, Belle Lago South. The proposed lots are an extension of the approved Belle Lago South subdivision and were required as a condition of the original plat approval to provide an additional access by connecting Lookingglass Drive to the south to South 48th Street to create an additional connection to Clearwater Falls to the south. The final plat is in conformance with the approved preliminary plat; the subdivision agreement has been reviewed and approved by the City Attorney's office.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: NO COUNTER-PARTY:  INTERLOCAL AGREEMENT: NO

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE:  CONTRACT TERM:  CONTRACT END DATE:

PROJECT NAME:

START DATE:  END DATE:  PAYMENT DATE:  INSURANCE REQUIRED: NO

CIP PROJECT NAME:  CIP PROJECT NUMBER:

STREET DISTRICT NAME (S):  STREET DISTRICT NUMBER (S):

ACCOUNTING DISTRIBUTION CODE:  ACCOUNT NUMBER:

RECOMMENDATION:

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

ATTACHMENTS:

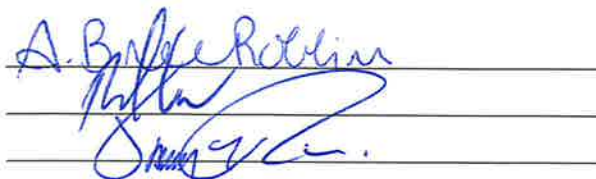
1. Planning Commission Recommendation Sheet
2. Staff Report
3. Subdivision Agreement
4.
5.
6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:





# City of Bellevue

## PLANNING COMMISSION RECOMMENDATION

APPLICANT: HRC Belle Lago, LLC

Case #: S-2010-23

CITY COUNCIL HEARING DATE: December 1, 2020

REQUEST: to final plat Lots 122 through 124, Belle Lago South, being a platting of a tract of land Located in part of the Southwest ¼ of the Northwest ¼ of Section 8, T13N, R13E, of the 6<sup>th</sup> P.M., Sarpy County, Nebraska

On November 19, 2020, the City of Bellevue Planning Commission voted seven yes, zero no, two absent and zero abstained:

**APPROVAL** of a request to final plat Lots 122 through 124, Belle Lago South. **APPROVAL** based upon conformance with the approved preliminary plat.

### VOTE:

Yes:	Seven:	No:	Zero:	Abstain:	Zero:	Absent:	Two:
	Casey						Aerni
	Perrin						Jacobson
	Cain						
	Ackley						
	Hankins						
	Cutsforth						
	Ritz						

Planning Commission Hearing (s) was held on: November 19, 2020

# CITY OF BELLEVUE PLANNING DEPARTMENT

## RECOMMENDATION REPORT # 2

CASE NUMBERS: S-2010-23

FOR HEARING OF:

REPORT #1: November 19, 2020

REPORT #2: December 1, 2020

### I. GENERAL INFORMATION

#### A. APPLICANT:

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

#### B. PROPERTY OWNER:

Maalreo, LLC  
P.O. Box 461178  
Papillion, NE 68046

#### C. GENERAL LOCATION:

South 45<sup>th</sup> Street and Lookingglass Drive

#### D. LEGAL DESCRIPTION:

Lots 122 through 124, Belle Lago South, being a platting of a tract of land located in part of the Southwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 8, T13N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska.

#### E. REQUESTED ACTIONS:

1. Final Plat Lots 122 through 124, Belle Lago South.
2. Approval of the First Amendment to the Belle Lago South Subdivision Agreement.

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

RG-50-PS, Vacant

**G. PURPOSE OF REQUEST:**

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

**H. SIZE OF SITE:**

The site is approximately 1.374 acres.

**II. BACKGROUND INFORMATION**

**A. EXISTING CONDITION OF SITE:**

The site is presently vacant and most recently used agriculturally.

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

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

**C. REVELANT CASE HISTORY:**

- 1. On September 24, 2020, the Planning Commission recommended approval of a request to rezone Lots 122 through 124, Belle Lago South, from AG to RG-50-PS, for the purpose of single-family residential development, and preliminary plat Lots 122 through 124, Belle Lago South.
- 2. On November 19, 2020, the Planning Commission recommended approval of a request to final plat Lots 122 through 124, Belle Lago South, being a platting of a tract of land located in part of the Southwest ¼ of the Northwest ¼ of Section 8, T13N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska; and approval of the Subdivision Agreement.

**D. APPLICABLE REGULATIONS:**

- 1. Chapter 4, Subdivision Regulations, regarding Final Plats.

**III. ANALYSIS**

**A. COMPREHENSIVE PLAN:**

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

**B. OTHER PLANS:**

None

**C. TRAFFIC AND ACCESS:**

1. There is no MAPA traffic data information available for this area.
2. These lots will have access from newly created extensions of Lookingglass Drive and South 45<sup>th</sup> Street.

**D. UTILITIES:**

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

**E. ANALYSIS:**

1. Jeff Stoll, on behalf of HRC Belle Lago, LLC, has submitted a request to final plat Lots 122 through 124, Belle Lago South, for the purpose of single family residential development.
2. The proposed lots are an extension of the approved Belle Lago South subdivision and were required as a condition of the original plat approval in order to provide additional access by connecting Lookingglass Drive to the west to South 45<sup>th</sup> Street to create an additional connection to Clearwater Falls to the south.
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 Department, Sarpy County Planning 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.

Matt Knight, Public Works Engineer, made comments pertaining to technical revisions to the final plat. The applicant's engineer has satisfied the requested revisions.

No other comments were received on this case.

4. The final plat is in conformance with the approved preliminary plat.
5. The amendment to the Belle Lago South Subdivision Agreement has been submitted by the applicant and reviewed by the City Attorney.

**F. TECHNICAL DEFICIENCIES:**

None

**IV. DEPARTMENT RECOMMENDATION**

APPROVAL based upon conformance with the approved preliminary plat.

**V. PLANNING COMMISSION RECOMMENDATION**

APPROVAL based upon conformance with the approved preliminary plat.

**VI. ATTACHMENTS TO REPORT**

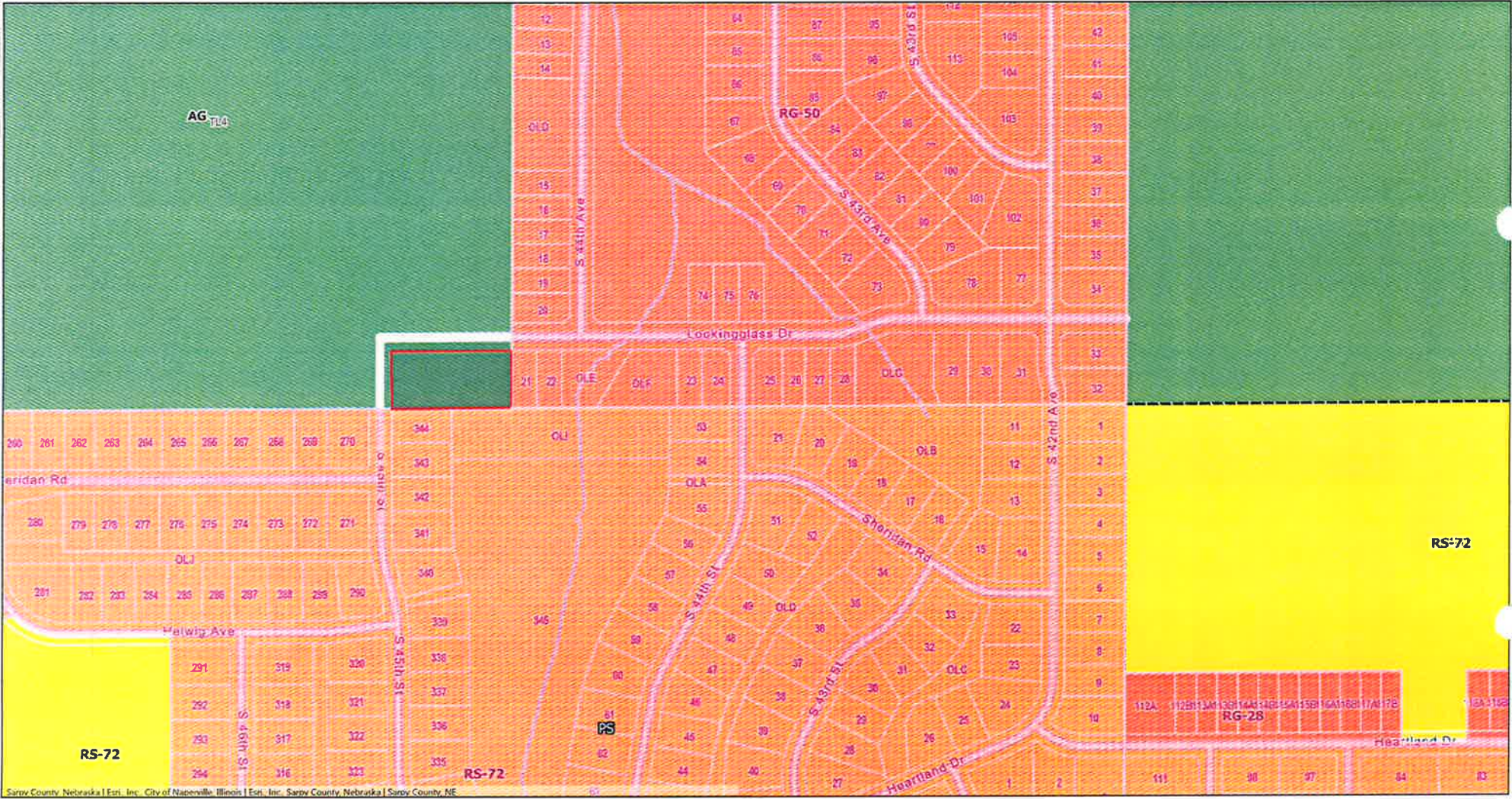
1. Zoning Map
2. 2020 GIS aerial photo of the property
3. Final plat received November 6, 2020
4. First Amendment to the Belle Lago South Subdivision Agreement received October 15, 2020

**VII. COPIES OF REPORT TO:**

1. HRC Belle Lago, LLC (Dave Vogtman)
2. Maalreo LLC
3. E & A Consulting Group, Inc. (Jeff Stoll)
4. Fullenkamp, Jobeun (Larry Jobeun), Johnson & Beller, LLP
5. Public Upon Request

  
Assistant Planning Manager

  
Planning Manager                      Date of Report



Sarpy County, Nebraska | Esri, Inc. | City of Naperville, Illinois | Esri, Inc. | Sarpy County, Nebraska | Sarpy County, NE

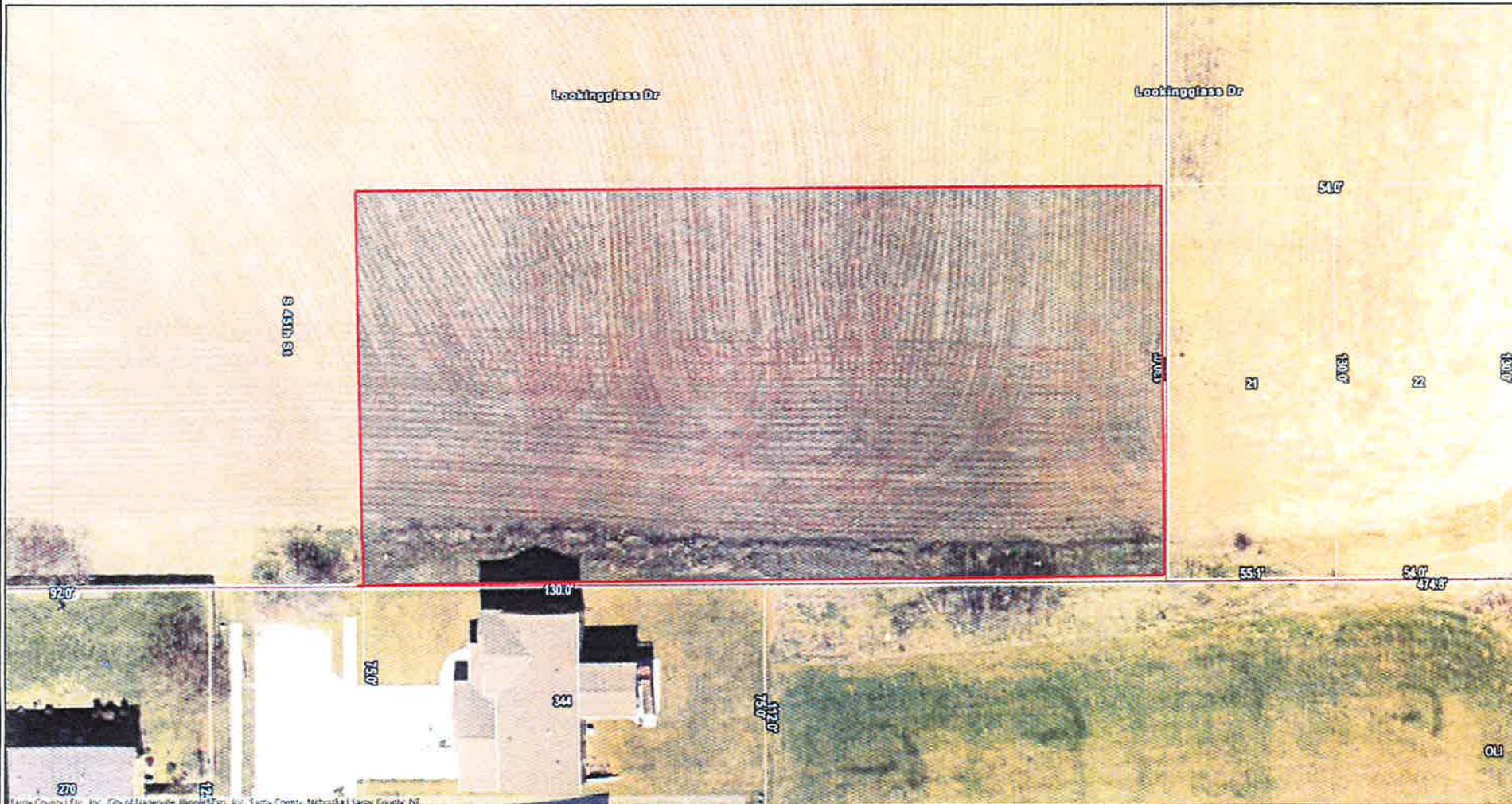


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Notes



Map Scale 1: 478



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Notes

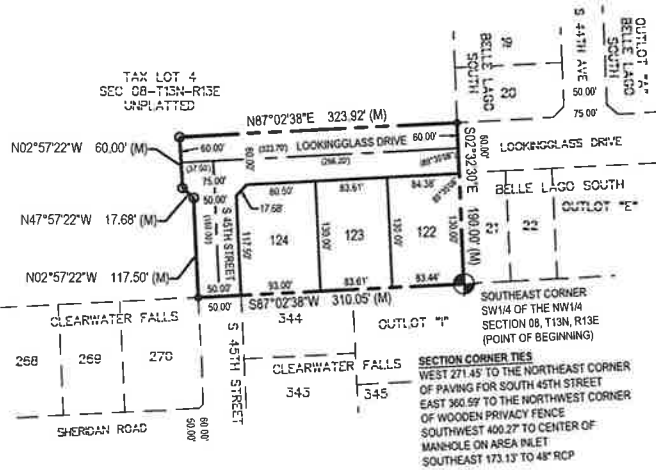
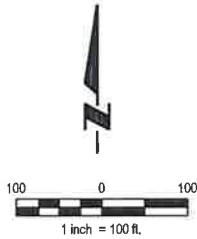
**RECEIVED**  
**NOV 06 2020**  
**PLANNING DEPT.**

# BELLE LAGO SOUTH

LOTS 122 THRU 124

A TRACT OF LAND LOCATED IN PART OF THE SW1/4 OF THE NW1/4 OF SECTION 08, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA,

- LEGEND**
- BOUNDARY LINE
  - == RIGHT OF WAY LINE
  - LOT LINE
  - ⊕ EXIST. SECTION CORNER
  - EXIST. PROPERTY LINES
  - (M) MEASURED DISTANCE
  - 5/8" REBAR SET W/CAP LS-608
  - MONUMENTS FOUND (5/8" REBAR W/CAP LS-608)



**APPROVAL OF BELLEVUE CITY PLANNING COMMISSION**

THIS PLAT OF BELLE LAGO SOUTH (LOTS NUMBERED AS SHOWN) WAS APPROVED BY THE BELLEVUE CITY PLANNING COMMISSION.

CHAIRMAN OF CITY PLANNING COMMISSION \_\_\_\_\_ DATE \_\_\_\_\_

LOT AREAS	
LOT NO.	SQ. FOOTAGE
122	10,908
123	10,869
124	12,012

RG-60-PS ZONING SETBACK TABLE (LOTS 122 THRU 124)	
FRONT YARD	25'
SIDE YARD	5'
STREET SIDE YARD	15'
REAR YARD	20'

**NOTES:**

1. ALL ANGLES ARE 90° UNLESS OTHERWISE NOTED.
2. ALL DIMENSIONS SHOWN WITH PARENTHESES ARE FOR THE LOCATION OF CENTERLINE.
3. THE CHAMFERS FOR SIDEWALKS ON CORNER LOTS ARE SET AT TWELVE AND HALF FEET (12.5) RADII FROM THE INTERSECTION OF RIGHT-OF-WAY LINES. NO ANGLES SHOWN WHEN RIGHT-OF-WAY LINES HAVE 90° ANGLE.

**DEDICATION**

KNOW ALL MEN BY THESE PRESENTS THAT WE, HRC DEVELOPMENT, LLC, AN IOWA LIMITED LIABILITY, ITS SOLE MEMBER OF HRC BELLE LAGO, LLC, AN IOWA LIMITED LIABILITY COMPANY; OWNERS OF THE PROPERTY DESCRIBED IN THE SURVEYORS CERTIFICATION AND EMBRACED WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO LOTS AND STREETS TO BE NUMBERED AS SHOWN, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS BELLE LAGO SOUTH (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 CIRCLES 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 FIVE (5) FOOT WIDE STRIP OF LAND ABUTTING ALL FRONT AND SIDE BOUNDARY LOT LINES; AN EIGHT (8) 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 HEREIN DEFINED AS THOSE LOTS FORMING THE OUTER PERIMETER OF THE ABOVE DESCRIBED ADDITION. THE SIXTEEN (16) FOOT WIDE EASEMENT 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, UNDER AND ACROSS A FIVE (5) FOOT WIDE STRIP OF LAND ABUTTING ALL STREETS. NO PERMANENT BUILDINGS OR RETAINING WALLS SHALL BE PLACED IN SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID OR RIGHTS HEREIN GRANTED.

HRC BELLE LAGO, LLC, AN IOWA LIMITED LIABILITY COMPANY  
BY: HRC DEVELOPMENT, LLC, AN IOWA LIMITED LIABILITY, ITS SOLE MEMBER

DAVID VOGTMAN, ASSISTANT VICE PRESIDENT AND ASSISTANT SECRETARY \_\_\_\_\_ DATE \_\_\_\_\_

**ACKNOWLEDGEMENT OF NOTARY**

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

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY, PERSONALLY CAME DAVID VOGTMAN, ASSISTANT VICE PRESIDENT AND ASSISTANT SECRETARY OF HRC DEVELOPMENT, LLC, AN IOWA LIMITED LIABILITY, ITS SOLE MEMBER OF HRC BELLE LAGO, LLC, AN IOWA LIMITED LIABILITY COMPANY WHO IS PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THE DEDICATION ON THIS PLAT AND ACKNOWLEDGED THE SAME TO BE HIS VOLUNTARY ACT AND DEED ON BEHALF OF SAID LIMITED LIABILITY COMPANY.

WITNESS MY HAND AND NOTARIAL SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

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

**BELLEVUE CITY COUNCIL APPROVAL**

THIS PLAT OF BELLE LAGO SOUTH (LOTS NUMBERED AS SHOWN) WAS APPROVED BY THE CITY COUNCIL OF BELLEVUE 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 BELLEVUE SUBDIVISION REGULATIONS.

MAYOR \_\_\_\_\_

ATTEST \_\_\_\_\_

**SURVEYORS CERTIFICATION**

I HEREBY CERTIFY THAT I HAVE MADE A GROUND SURVEY OF THE SUBDIVISION DESCRIBED HEREIN AND THAT PERMANENT MONUMENTS HAVE BEEN PLACED ON THE BOUNDARY OF THE PLAT AND STAKES AT ALL CORNERS OF ALL LOTS, STREETS AND ANGLE POINTS IN BELLE LAGO SOUTH (THE LOTS NUMBERED AS SHOWN). A TRACT OF LAND LOCATED IN PART OF THE SW1/4 OF THE NW1/4 OF SECTION 08, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SW1/4 OF THE NW1/4 OF SECTION 08, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 21, BELLE LAGO SOUTH, A SUBDIVISION LOCATED IN SAID NW1/4 OF SECTION 08; SAID POINT ALSO BEING ON THE NORTHERLY LINE OF OUTLOT "I", CLEARWATER FALLS, A SUBDIVISION LOCATED IN THE SW1/4 OF SAID SECTION 08; THENCE S87°02'38"W (ASSUMED BEARING) ALONG THE SOUTHERLY LINE OF SAID SW1/4 OF THE NW1/4 OF SECTION 08, SAID LINE ALSO BEING THE NORTHERLY LINE OF SAID CLEARWATER FALLS, A DISTANCE OF 310.05 FEET TO THE NORTHEAST CORNER OF LOT 270, SAID CLEARWATER FALLS, SAID POINT ALSO BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID 45TH STREET; THENCE N02°57'22"W, A DISTANCE OF 117.50 FEET; THENCE N47°57'22"W, A DISTANCE OF 17.88 FEET; THENCE N02°57'22"W, A DISTANCE OF 60.00 FEET; THENCE N87°02'38"E ALONG A LINE 198.00 FEET NORTH OF AND PARALLEL WITH SAID SOUTHERLY LINE OF THE SW1/4 OF THE NW1/4 OF SECTION 08, A DISTANCE OF 323.92 FEET TO THE SOUTHWEST CORNER OF LOT 20, SAID BELLE LAGO SOUTH, SAID POINT ALSO BEING ON THE EASTERLY LINE OF SAID SW1/4 OF THE NW1/4 OF SECTION 08; THENCE S02°32'30"E ALONG SAID EASTERLY LINE OF THE SW1/4 OF THE NW1/4 OF SECTION 08, SAID LINE ALSO BEING THE WESTERLY LINE OF SAID BELLE LAGO SOUTH, A DISTANCE OF 190.00 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 59,868 SQUARE FEET OR 1.374 ACRES, MORE OR LESS.

ERIC A. SCHABEN LS-608 \_\_\_\_\_ DATE \_\_\_\_\_

**COUNTY TREASURER'S CERTIFICATE**

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

COUNTY TREASURER \_\_\_\_\_ DATE \_\_\_\_\_

**REVIEW BY SARPY COUNTY PUBLIC WORKS**

THIS PLAT OF BELLE LAGO SOUTH WAS REVIEWED BY THE THE SARPY COUNTY SURVEYOR'S OFFICE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

COUNTY SURVEYOR / ENGINEER \_\_\_\_\_

Proj No: P2018.080.001	Revisions
Date: 10/14/2020	Date: 11/06/20
Designed By: JRS	Description: REVISED PER COUNTY COMMENTS
Drawn By: RP	
Scale: 1" = 100'	
Sheet: 1 of 1	

FINAL PLAT

BELLE LAGO SOUTH  
LOTS 122 THRU 124  
BELLEVUE, NEBRASKA



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

10909 Mill Valley Road, Suite 100 • Omaha, NE 68154  
Phone: 402.895.4700 • Fax: 402.895.3599  
www.eacg.com

FIRST AMENDMENT TO SUBDIVISION AGREEMENT  
OF BELLE LAGO SOUTH

This First Amendment to Subdivision Agreement (“Amendment”) is made this \_\_\_\_ day of \_\_\_\_\_, 2020 (“Effective Date”), by and among HRC Belle Lago, LLC, a Nebraska limited liability 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, the Parties hereto entered into a Subdivision Agreement (“Agreement”) on the 15th day of May, 2019,

WHEREAS, the District and Developer desire to extend Lookingglass Drive to the west to S 45<sup>th</sup> Street to create an additional connection to Clearwater Falls to the south as required by the original agreement to develop Belle Lago South; and the District and Developer desire to plat Lots 122 thru 124 along the south side of Lookingglass Drive; and the area to be platted shall be annexed by SID 325; and the District and Developer shall construct, install and locate certain public improvements within the development area; and

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

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

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

- Exhibit “A-1”, Final Plat, Belle Lago South Lots 122 thru 124 Inclusive
- Exhibit “B” Paving Exhibit
- Exhibit “B-1”, Sanitary Sewer Exhibit

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

CITY OF BELLEVUE

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

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

ATTEST:

APPROVED AS TO FORM:

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

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

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

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

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

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Clerk          Attorney for SID #325

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

HRC BELLE LAGO, LLC  
By: HRC DEVELOPMENT, LLC, Its sole Member

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

By: \_\_\_\_\_  
Dave Vogtman, A.V.P AND Ass't Secretary.

APPROVED AS TO FORM

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

tabbles

A. I.

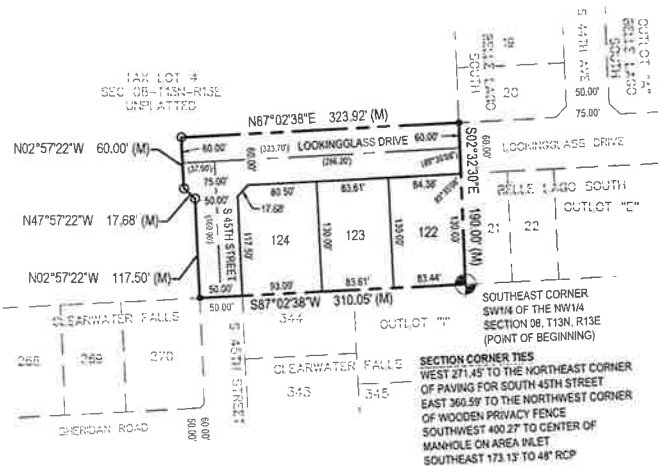
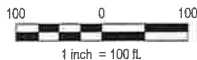
# BELLE LAGO SOUTH

LOTS 122 THRU 124

A TRACT OF LAND LOCATED IN PART OF THE SW1/4 OF THE NW1/4 OF SECTION 08, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.

**LEGEND**

- BOUNDARY LINE
- RIGHT OF WAY LINE
- LOT LINE
- EXIST. SECTION CORNER
- EXIST. PROPERTY LINES
- MEASURED DISTANCE
- 5/8" REBAR SET W/ICAP LS-608
- MONUMENTS FOUND (5/8" REBAR W/ICAP LS-608)



**APPROVAL OF BELLEVUE CITY PLANNING COMMISSION**

THIS PLAT OF BELLE LAGO SOUTH (LOTS NUMBERED AS SHOWN) WAS APPROVED BY THE BELLEVUE CITY PLANNING COMMISSION.

CHAIRMAN OF CITY PLANNING COMMISSION \_\_\_\_\_ DATE \_\_\_\_\_

LOT AREAS	
LOT NO.	SQ. FOOTAGE
122	10,908
123	10,889
124	12,012

RG-50-PS ZONING SETBACK TABLE (LOTS 122 THRU 124)	
	FEET
FRONT YARD	25'
SIDE YARD	5'
STREET SIDE YARD	15'
REAR YARD	20'

**NOTES:**

- ALL ANGLES ARE 90° UNLESS OTHERWISE NOTED.
- ALL DIMENSIONS SHOWN WITH PARENTHESES ARE FOR THE LOCATION OF CENTERLINE.
- THE CHAMFERS FOR SIDEWALKS ON CORNER LOTS ARE SET AT TWELVE AND HALF FEET (12.5) RADII FROM THE INTERSECTION OF RIGHT-OF-WAY LINES. NO ANGLES SHOWN WHEN RIGHT-OF-WAY LINES HAVE 90° ANGLE.

**DEDICATION**

KNOW ALL MEN BY THESE PRESENTS THAT WE, HRC DEVELOPMENT, LLC, AN IOWA LIMITED LIABILITY, ITS SOLE MEMBER OF HRC BELLE LAGO, LLC, AN IOWA LIMITED LIABILITY COMPANY, OWNERS OF THE PROPERTY DESCRIBED IN THE SURVEYORS CERTIFICATION 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 SOUTH (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 CIRCLES 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 FIVE (5) FOOT WIDE STRIP OF LAND ABUTTING ALL FRONT AND SIDE BOUNDARY LOT LINES; AN EIGHT (8) 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 HEREIN DEFINED AS THOSE LOTS FORMING THE OUTER PERIMETER OF THE ABOVE DESCRIBED ADDITION. THE SIXTEEN (16) FOOT WIDE EASEMENT 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, UNDER AND ACROSS A FIVE (5) FOOT WIDE STRIP OF LAND ABUTTING ALL STREETS. NO PERMANENT BUILDINGS OR RETAINING WALLS SHALL BE PLACED IN SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID OR RIGHTS HEREIN GRANTED.

HRC BELLE LAGO, LLC, AN IOWA LIMITED LIABILITY COMPANY  
BY: HRC DEVELOPMENT, LLC, AN IOWA LIMITED LIABILITY, ITS SOLE MEMBER

DAVID VOGTMAN, ASSISTANT VICE PRESIDENT AND ASSISTANT SECRETARY \_\_\_\_\_ DATE \_\_\_\_\_

**ACKNOWLEDGEMENT OF NOTARY**

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

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY, PERSONALLY CAME DAVID VOGTMAN, ASSISTANT VICE PRESIDENT AND ASSISTANT SECRETARY OF HRC DEVELOPMENT, LLC, AN IOWA LIMITED LIABILITY, ITS SOLE MEMBER OF HRC BELLE LAGO, LLC, AN IOWA LIMITED LIABILITY COMPANY WHO IS PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THE DEDICATION ON THIS PLAT AND ACKNOWLEDGED THE SAME TO BE HIS VOLUNTARY ACT AND DEED ON BEHALF OF SAID LIMITED LIABILITY COMPANY.

WITNESS MY HAND AND NOTARIAL SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

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

**BELLEVUE CITY COUNCIL APPROVAL**

THIS PLAT OF BELLE LAGO SOUTH (LOTS NUMBERED AS SHOWN) WAS APPROVED BY THE CITY COUNCIL OF BELLEVUE 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 BELLEVUE SUBDIVISION REGULATIONS.

MAYOR \_\_\_\_\_

ATTEST \_\_\_\_\_

**SURVEYORS CERTIFICATION**

I HEREBY CERTIFY THAT I HAVE MADE A GROUND SURVEY OF THE SUBDIVISION DESCRIBED HEREIN AND THAT PERMANENT MONUMENTS HAVE BEEN PLACED ON THE BOUNDARY OF THE PLAT AND STAKES AT ALL CORNERS OF ALL LOTS, STREETS AND ANGLE POINTS IN BELLE LAGO SOUTH (THE LOTS NUMBERED AS SHOWN), A TRACT OF LAND LOCATED IN PART OF THE SW1/4 OF THE NW1/4 OF SECTION 08, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SW1/4 OF THE NW1/4 OF SECTION 08, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 21, BELLE LAGO SOUTH, A SUBDIVISION LOCATED IN SAID NW1/4 OF SECTION 08, SAID POINT ALSO BEING ON THE NORTHERLY LINE OF OUTLOT "1", CLEARWATER FALLS, A SUBDIVISION LOCATED IN THE SW1/4 OF SAID SECTION 08; THENCE S87°02'38"W (ASSUMED BEARING) ALONG THE SOUTHERLY LINE OF SAID SW1/4 OF THE NW1/4 OF SECTION 08, SAID LINE ALSO BEING THE NORTHERLY LINE OF SAID CLEARWATER FALLS, A DISTANCE OF 310.05 FEET TO THE NORTHEAST CORNER OF LOT 270, SAID CLEARWATER FALLS, SAID POINT ALSO BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID 45TH STREET; THENCE N02°57'22"W, A DISTANCE OF 117.50 FEET; THENCE N47°57'22"W, A DISTANCE OF 17.68 FEET; THENCE N02°57'22"W, A DISTANCE OF 60.00 FEET; THENCE N87°02'38"E ALONG A LINE 150.00 FEET NORTH OF AND PARALLEL WITH SAID SOUTHERLY LINE OF THE SW1/4 OF THE NW1/4 OF SECTION 08, A DISTANCE OF 323.92 FEET TO THE SOUTHWEST CORNER OF LOT 20, SAID BELLE LAGO SOUTH, SAID POINT ALSO BEING ON THE EASTERLY LINE OF SAID SW1/4 OF THE NW1/4 OF SECTION 08; THENCE S02°32'30"E ALONG SAID EASTERLY LINE OF THE SW1/4 OF THE NW1/4 OF SECTION 08, SAID LINE ALSO BEING THE WESTERLY LINE OF SAID BELLE LAGO SOUTH, A DISTANCE OF 190.00 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 59,868 SQUARE FEET OR 1.374 ACRES, MORE OR LESS.

ERIC A. SCHABEN LS-608

DATE \_\_\_\_\_

**COUNTY TREASURER'S CERTIFICATE**

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

COUNTY TREASURER \_\_\_\_\_

DATE \_\_\_\_\_

**REVIEW BY SARPY COUNTY PUBLIC WORKS**

THIS PLAT OF BELLE LAGO SOUTH WAS REVIEWED BY THE THE SARPY COUNTY SURVEYOR'S OFFICE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
COUNTY SURVEYOR / ENGINEER

Proj No: P2018.099.001	Revisions	
Date: 10/14/2020	Date	Description
Designed By: JRS	11/06/20	REVISED PER COUNTY COMMENTS
Drawn By: RP		
Scale: 1" = 100'		
Sheet: 1 of 1		

EXHIBIT "A"  
FINAL PLAT

BELLE LAGO SOUTH  
LOTS 122 THRU 124  
BELLEVUE, NEBRASKA









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

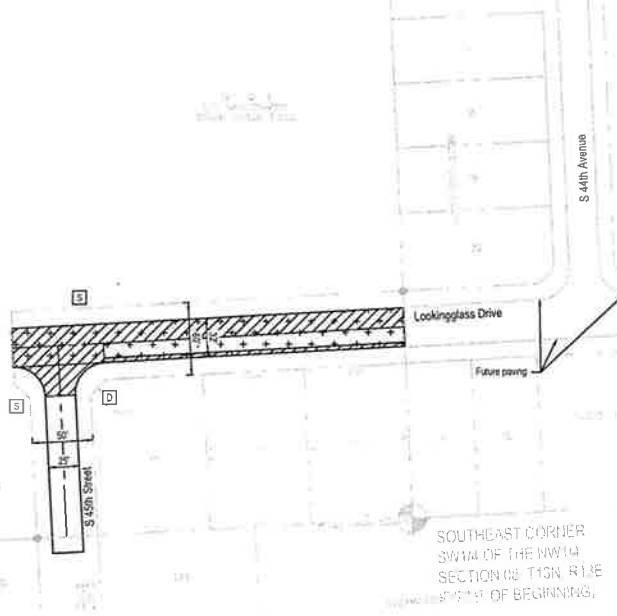
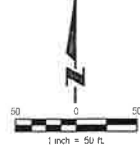
10909 Mill Valley Road, Suite 100 • Omaha, NE 68154  
Phone: 402.895.4700 • Fax: 402.895.3599  
www.eaeg.com

**NOTE**

1. ADA compliant curb ramps will be required at each intersection with a minimum of one pair of ramps crossing the through street and one crossing the stop street.
2. All radii shall be 25' unless otherwise noted.

**LEGEND**

-  9" - Pavement
-  9" - General Obligation Pavement
-  7" - Pavement
-  7" - General Obligation Pavement
-  Double ramp location
-  Single ramp location



SOUTHEAST CORNER  
SW1/4 OF THE NW1/4  
SECTION (8) T30N R12E  
EAST OF BEGINNING.

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



BELLE LAGO SOUTH  
LOTS 12 THROUGH 12A INCLUSIVE  
S10 243  
BELLFLOW, IBERIKOVA

Exhibit "B" Paving Exhibit

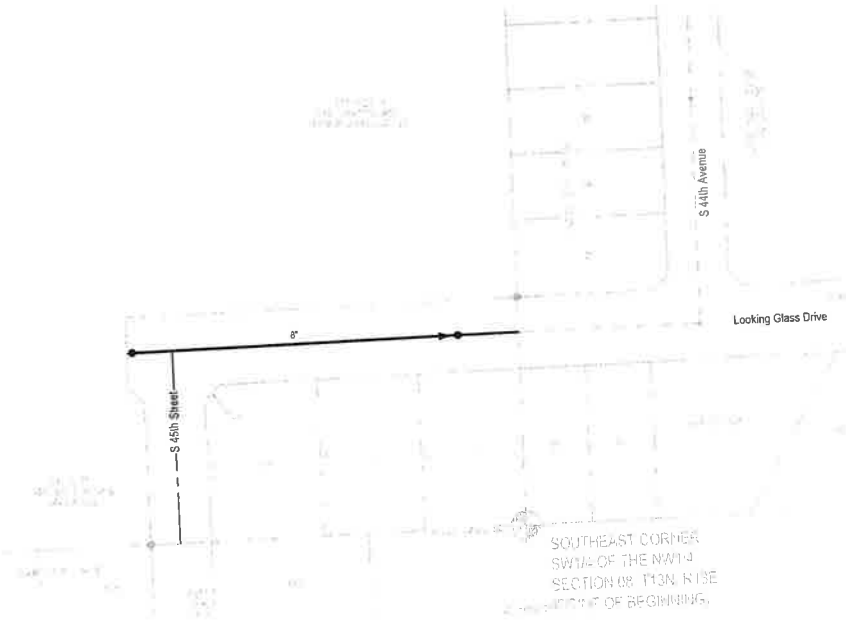
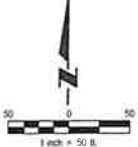
Drawn By	Checked By	Date	Description
AW	AW	11/15/2011	
AW	AW	11/15/2011	
AW	AW	11/15/2011	

1929 N. Lake Street, Suite 105, Okaloosa, FL 32564  
Phone: 902.925.1204 • Fax: 902.925.2829  
www.eandagroup.com

LEGEND

— PROF. SANITARY SEWER

- - - EXIST. SANITARY SEWER



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

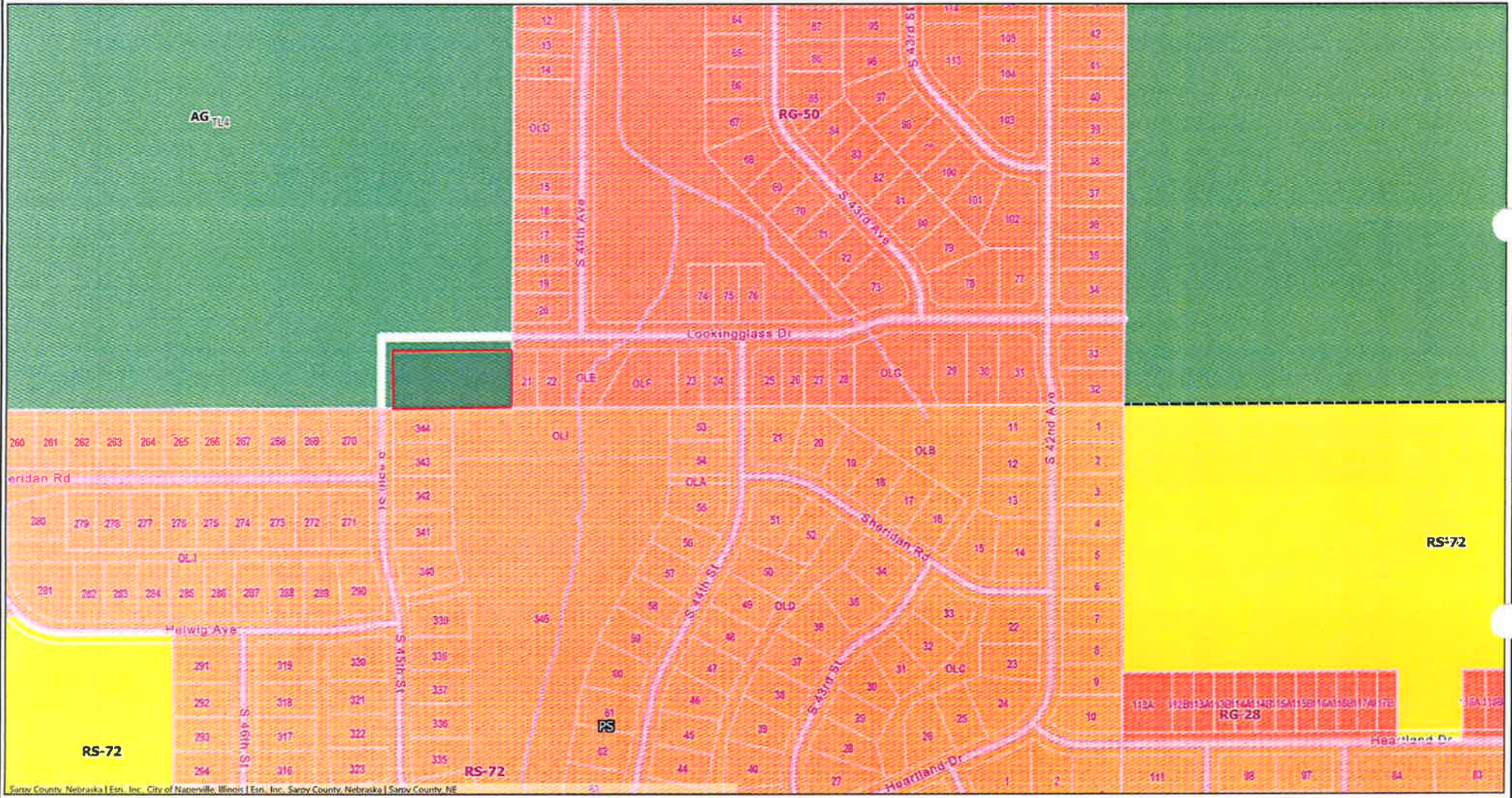


**BELLE LAGO SOUTH**  
 LOTS 127 THRU 132 INCLUSIVE  
 SD 343  
 BELLEVUE, WISCONSIN

Exhibit "B-1", Sanitary  
 Sewer Exhibit

Project No.	2011040001	Revision	
Date	01/02/11	Drawn	01/02/11
Checked By	af	Checked By	af
Scale	AS SHOWN	Scale	AS SHOWN
Sheet	3 of 3	Sheet	3 of 3

1525 Market Street, Suite 105 • Oak Brook, IL 60154  
 Phone: 630.276.7700 • Fax: 630.262.7789  
 WWW.EA-CO.COM



Sarpy County, Nebraska | Esri, Inc. | City of Nacmville, Illinois | Esri, Inc. | Sarpy County, Nebraska | Sarpy County, NE

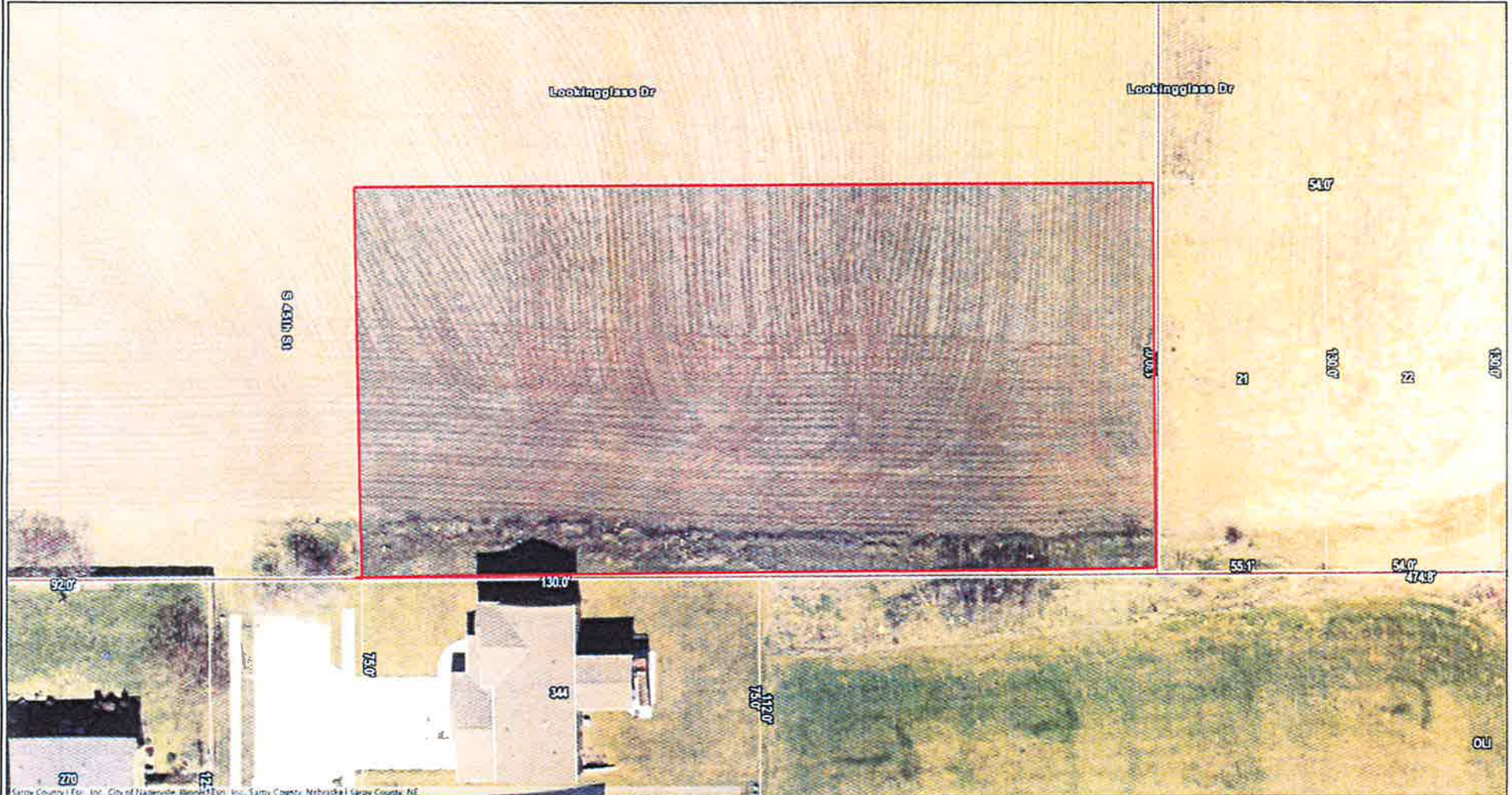


Map Scale 1: 3185

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.



Notes



Sarpy County, NE City of Naperville, Illinois, Sarpy County, Nebraska | Sarpy County, NE



Map Scale 1: 478

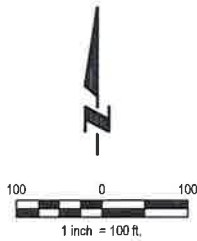
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Notes

**LEGEND**

- BOUNDARY LINE
- RIGHT OF WAY LINE
- LOT LINE
- EXIST. SECTION CORNER
- EXIST. PROPERTY LINES
- (M) MEASURED DISTANCE
- 5/8" REBAR SET W/CAP LS-608
- MONUMENTS FOUND (5/8" REBAR W/CAP LS-608)



# BELLE LAGO SOUTH

LOTS 122 THRU 124

A TRACT OF LAND LOCATED IN PART OF THE SW1/4 OF THE NW1/4 OF SECTION 08, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.

RECEIVED  
NOV 06 2020  
PLANNING DEPT.

**DEDICATION**

KNOW ALL MEN BY THESE PRESENTS THAT WE, HRC DEVELOPMENT, LLC, AN IOWA LIMITED LIABILITY, ITS SOLE MEMBER OF HRC BELLE LAGO, LLC, AN IOWA LIMITED LIABILITY COMPANY, OWNERS OF THE PROPERTY DESCRIBED IN THE SURVEYORS CERTIFICATION 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 SOUTH (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 CIRCLES 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 FIVE (5) FOOT WIDE STRIP OF LAND ABUTTING ALL FRONT AND SIDE BOUNDARY LOT LINES; AN EIGHT (8) 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 HEREIN DEFINED AS THOSE LOTS FORMING THE OUTER PERIMETER OF THE ABOVE DESCRIBED ADDITION. THE SIXTEEN (16) FOOT WIDE EASEMENT 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, UNDER AND ACROSS A FIVE (5) FOOT WIDE STRIP OF LAND ABUTTING ALL STREETS. NO PERMANENT BUILDINGS OR RETAINING WALLS SHALL BE PLACED IN SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID OR RIGHTS HEREIN GRANTED.

HRC BELLE LAGO, LLC, AN IOWA LIMITED LIABILITY COMPANY  
BY: HRC DEVELOPMENT, LLC, AN IOWA LIMITED LIABILITY, ITS SOLE MEMBER

DAVID VOGTMAN, ASSISTANT VICE PRESIDENT AND ASSISTANT SECRETARY      DATE

**ACKNOWLEDGEMENT OF NOTARY**

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

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY, PERSONALLY CAME DAVID VOGTMAN, ASSISTANT VICE PRESIDENT AND ASSISTANT SECRETARY OF HRC DEVELOPMENT, LLC, AN IOWA LIMITED LIABILITY, ITS SOLE MEMBER OF HRC BELLE LAGO, LLC, AN IOWA LIMITED LIABILITY COMPANY WHO IS PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THE DEDICATION ON THIS PLAT AND ACKNOWLEDGED THE SAME TO BE HIS VOLUNTARY ACT AND DEED ON BEHALF OF SAID LIMITED LIABILITY COMPANY.

WITNESS MY HAND AND NOTARIAL SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

NOTARY PUBLIC

**BELLEVUE CITY COUNCIL APPROVAL**

THIS PLAT OF BELLE LAGO SOUTH (LOTS NUMBERED AS SHOWN) WAS APPROVED BY THE CITY COUNCIL OF BELLEVUE 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 BELLEVUE SUBDIVISION REGULATIONS.

MAYOR

ATTEST

**SURVEYORS CERTIFICATION**

I HEREBY CERTIFY THAT I HAVE MADE A GROUND SURVEY OF THE SUBDIVISION DESCRIBED HEREIN AND THAT PERMANENT MONUMENTS HAVE BEEN PLACED ON THE BOUNDARY OF THE PLAT AND STAKES AT ALL CORNERS OF ALL LOTS, STREETS AND ANGLE POINTS IN BELLE LAGO SOUTH (THE LOTS NUMBERED AS SHOWN), A TRACT OF LAND LOCATED IN PART OF THE SW1/4 OF THE NW1/4 OF SECTION 08, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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SAID TRACT OF LAND CONTAINS 59,868 SQUARE FEET OR 1.374 ACRES, MORE OR LESS.

ERIC A. SCHABEN LS-608      DATE

**COUNTY TREASURER'S CERTIFICATE**

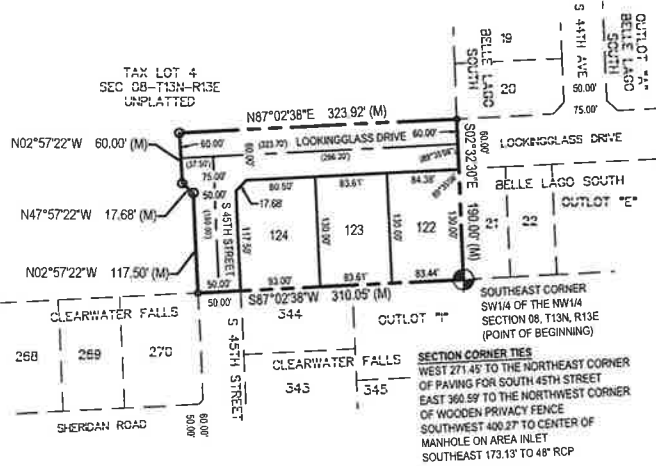
THIS IS TO CERTIFY THAT I FIND NO REGULAR OR SPECIAL TAXES DUE OR DELINQUENT AGAINST THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE AND EMBRACED IN THIS PLAT AS SHOWN BY THE RECORDS OF THIS OFFICE.

COUNTY TREASURER      DATE

**REVIEW BY SARPY COUNTY PUBLIC WORKS**

THIS PLAT OF BELLE LAGO SOUTH WAS REVIEWED BY THE SARPY COUNTY SURVEYOR'S OFFICE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

COUNTY SURVEYOR / ENGINEER



**SECTION CORNER TIES**  
WEST 271.45' TO THE NORTHEAST CORNER OF PAVING FOR SOUTH 45TH STREET  
EAST 360.59' TO THE NORTHWEST CORNER OF WOODEN PRIVACY FENCE  
SOUTHWEST 406.27' TO CENTER OF MANHOLE ON AREA INLET  
SOUTHEAST 173.13' TO 48" RCP

LOT AREAS	
LOT NO.	SQ. FOOTAGE
122	10,908
123	10,869
124	12,012

RG-50-PS ZONING SETBACK TABLE (LOTS 122 THRU 124)	
FRONT YARD	25'
SIDE YARD	5'
STREET SIDE YARD	15'
REAR YARD	20'

**APPROVAL OF BELLEVUE CITY PLANNING COMMISSION**

THIS PLAT OF BELLE LAGO SOUTH (LOTS NUMBERED AS SHOWN) WAS APPROVED BY THE BELLEVUE CITY PLANNING COMMISSION.

CHAIRMAN OF CITY PLANNING COMMISSION      DATE

**NOTES:**

- ALL ANGLES ARE 90° UNLESS OTHERWISE NOTED.
- ALL DIMENSIONS SHOWN WITH PARENTHESES ARE FOR THE LOCATION OF CENTERLINE.
- THE CHAMFERS FOR SIDEWALKS ON CORNER LOTS ARE SET AT TWELVE AND HALF FEET (12.5) RADII FROM THE INTERSECTION OF RIGHT-OF-WAY LINES. NO ANGLES SHOWN WHEN RIGHT-OF-WAY LINES HAVE 90° ANGLE.

Proj No: P2018.090.001 Date: 10/14/2020 Designed By: JRS Drawn By: RP Scale: 1" = 100' Sheet: 1 of 1	Revisions <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Date</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td>11/06/20</td> <td>REVISED PER COUNTY COMMENTS</td> </tr> </tbody> </table>	Date	Description	11/06/20	REVISED PER COUNTY COMMENTS	<p>FINAL PLAT</p>	<p>BELLE LAGO SOUTH LOTS 122 THRU 124 BELLEVUE, NEBRASKA</p>	<p><b>E &amp; A CONSULTING GROUP, INC.</b> Engineering Answers</p>	<p><b>E &amp; A CONSULTING GROUP, INC.</b> Engineering • Planning • Environmental &amp; Field Services</p> <p>10909 Mill Valley Road, Suite 100 • Omaha, NE 68154 Phone: 402.895.4700 • Fax: 402.895.3599 www.eacg.com</p>
Date	Description								
11/06/20	REVISED PER COUNTY COMMENTS								

FIRST AMENDMENT TO SUBDIVISION AGREEMENT  
OF BELLE LAGO SOUTH

This First Amendment to Subdivision Agreement (“Amendment”) is made this \_\_\_\_ day of \_\_\_\_\_, 2020 (“Effective Date”), by and among HRC Belle Lago, LLC, a Nebraska limited liability 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”).

W I T N E S S E T H:

WHEREAS, the Parties hereto entered into a Subdivision Agreement (“Agreement”) on the 15th day of May, 2019,

WHEREAS, the District and Developer desire to extend Lookingglass Drive to the west to S 45<sup>th</sup> Street to create an additional connection to Clearwater Falls to the south as required by the original agreement to develop Belle Lago South; and the District and Developer desire to plat Lots 122 thru 124 along the south side of Lookingglass Drive; and the area to be platted shall be annexed by SID 325; and the District and Developer shall construct, install and locate certain public improvements within the development area; and

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

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

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

- Exhibit “A-1”, Final Plat, Belle Lago South Lots 122 thru 124 Inclusive
- Exhibit “B” Paving Exhibit
- Exhibit “B-1”, Sanitary Sewer Exhibit

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

CITY OF BELLEVUE

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

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

ATTEST:

APPROVED AS TO FORM:

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

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

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

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

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

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Clerk          Attorney for SID #325

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

HRC BELLE LAGO, LLC  
By: HRC DEVELOPMENT, LLC, Its sole Member

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

By: \_\_\_\_\_  
Dave Vogtman, A.V.P AND Ass't Secretary.

APPROVED AS TO FORM

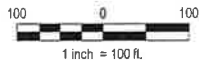
By: \_\_\_\_\_  
Attorney for Developer

tabbles

A. I.

**LEGEND**

- BOUNDARY LINE
- RIGHT OF WAY LINE
- LOT LINE
- EXIST. SECTION CORNER
- EXIST. PROPERTY LINES
- (M) MEASURED DISTANCE
- 5/8" REBAR SET W/CAP LS-608
- MONUMENTS FOUND (5/8" REBAR W/CAP LS-608)



# BELLE LAGO SOUTH

LOTS 122 THRU 124

A TRACT OF LAND LOCATED IN PART OF THE SW1/4 OF THE NW1/4 OF SECTION 08, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.

**DEDICATION**

KNOW ALL MEN BY THESE PRESENTS THAT WE, HRC DEVELOPMENT, LLC, AN IOWA LIMITED LIABILITY, ITS SOLE MEMBER OF HRC BELLE LAGO, LLC, AN IOWA LIMITED LIABILITY COMPANY; OWNERS OF THE PROPERTY DESCRIBED IN THE SURVEYORS CERTIFICATION 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 SOUTH (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 CIRCLES 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 FIVE (5) FOOT WIDE STRIP OF LAND ABUTTING ALL FRONT AND SIDE BOUNDARY LOT LINES; AN EIGHT (8) 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 HEREIN DEFINED AS THOSE LOTS FORMING THE OUTER PERIMETER OF THE ABOVE DESCRIBED ADDITION, THE SIXTEEN (16) FOOT WIDE EASEMENT 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, UNDER AND ACROSS A FIVE (5) FOOT WIDE STRIP OF LAND ABUTTING ALL STREETS, NO PERMANENT BUILDINGS OR RETAINING WALLS SHALL BE PLACED IN SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID OR RIGHTS HEREIN GRANTED.

HRC BELLE LAGO, LLC, AN IOWA LIMITED LIABILITY COMPANY  
BY: HRC DEVELOPMENT, LLC, AN IOWA LIMITED LIABILITY, ITS SOLE MEMBER

DAVID VOGTMAN, ASSISTANT VICE PRESIDENT AND ASSISTANT SECRETARY      DATE

**ACKNOWLEDGEMENT OF NOTARY**

STATE OF NEBRASKA )

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

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY, PERSONALLY CAME DAVID VOGTMAN, ASSISTANT VICE PRESIDENT AND ASSISTANT SECRETARY OF HRC DEVELOPMENT, LLC, AN IOWA LIMITED LIABILITY, ITS SOLE MEMBER OF HRC BELLE LAGO, LLC, AN IOWA LIMITED LIABILITY COMPANY WHO IS PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THE DEDICATION ON THIS PLAT AND ACKNOWLEDGED THE SAME TO BE HIS VOLUNTARY ACT AND DEED ON BEHALF OF SAID LIMITED LIABILITY COMPANY.

WITNESS MY HAND AND NOTARIAL SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

NOTARY PUBLIC

**BELLEVUE CITY COUNCIL APPROVAL**

THIS PLAT OF BELLE LAGO SOUTH (LOTS NUMBERED AS SHOWN) WAS APPROVED BY THE CITY COUNCIL OF BELLEVUE 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 BELLEVUE SUBDIVISION REGULATIONS.

MAYOR

ATTEST

**SURVEYORS CERTIFICATION**

I HEREBY CERTIFY THAT I HAVE MADE A GROUND SURVEY OF THE SUBDIVISION DESCRIBED HEREIN AND THAT PERMANENT MONUMENTS HAVE BEEN PLACED ON THE BOUNDARY OF THE PLAT AND STAKES AT ALL CORNERS OF ALL LOTS, STREETS AND ANGLE POINTS IN BELLE LAGO SOUTH (THE LOTS NUMBERED AS SHOWN), A TRACT OF LAND LOCATED IN PART OF THE SW1/4 OF THE NW1/4 OF SECTION 08, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SW1/4 OF THE NW1/4 OF SECTION 08, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 21, BELLE LAGO SOUTH, A SUBDIVISION LOCATED IN SAID NW1/4 OF SECTION 08; SAID POINT ALSO BEING ON THE NORTHERLY LINE OF OUTLOT "I", CLEARWATER FALLS. A SUBDIVISION LOCATED IN THE SW1/4 OF SAID SECTION 08, THENCE S67°02'38"W (ASSUMED BEARING) ALONG THE SOUTHERLY LINE OF SAID SW1/4 OF THE NW1/4 OF SECTION 08, SAID LINE ALSO BEING THE NORTHERLY LINE OF SAID CLEARWATER FALLS, A DISTANCE OF 310.05 FEET TO THE NORTHEAST CORNER OF LOT 270, SAID CLEARWATER FALLS, SAID POINT ALSO BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID 45TH STREET; THENCE N02°57'22"W, A DISTANCE OF 117.50 FEET; THENCE N47°57'22"W, A DISTANCE OF 17.68 FEET; THENCE N02°57'22"W, A DISTANCE OF 60.00 FEET; THENCE N87°02'38"E ALONG A LINE 190.00 FEET NORTH OF AND PARALLEL WITH SAID SOUTHERLY LINE OF THE SW1/4 OF THE NW1/4 OF SECTION 08, A DISTANCE OF 323.92 FEET TO THE SOUTHWEST CORNER OF LOT 20, SAID BELLE LAGO SOUTH, SAID POINT ALSO BEING ON THE EASTERLY LINE OF SAID SW1/4 OF THE NW1/4 OF SECTION 08; THENCE S02°32'30"E ALONG SAID EASTERLY LINE OF THE SW1/4 OF THE NW1/4 OF SECTION 08, SAID LINE ALSO BEING THE WESTERLY LINE OF SAID BELLE LAGO SOUTH, A DISTANCE OF 190.00 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 59,868 SQUARE FEET OR 1.374 ACRES, MORE OR LESS.

ERIC A. SCHABEN LS-608      DATE

**COUNTY TREASURER'S CERTIFICATE**

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

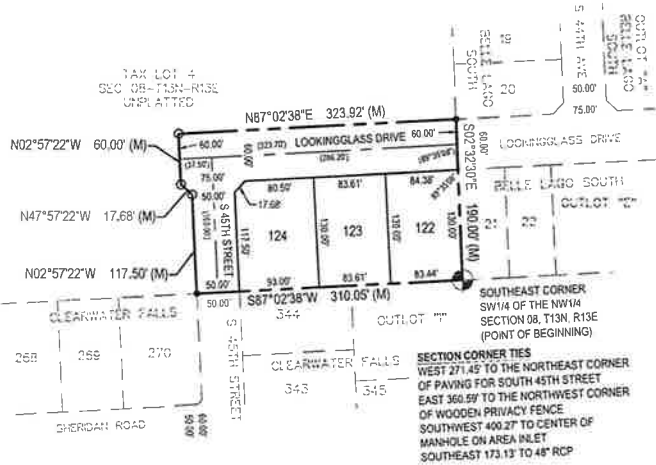
COUNTY TREASURER      DATE

**REVIEW BY SARPY COUNTY PUBLIC WORKS**

THIS PLAT OF BELLE LAGO SOUTH WAS REVIEWED BY THE THE SARPY COUNTY SURVEYOR'S OFFICE THIS

\_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

COUNTY SURVEYOR / ENGINEER



**APPROVAL OF BELLEVUE CITY PLANNING COMMISSION**

THIS PLAT OF BELLE LAGO SOUTH (LOTS NUMBERED AS SHOWN) WAS APPROVED BY THE BELLEVUE CITY PLANNING COMMISSION.

CHAIRMAN OF CITY PLANNING COMMISSION      DATE

LOT AREAS	
LOT NO.	SQ. FOOTAGE
122	10,908
123	10,869
124	10,212

RG-50-PS ZONING SETBACK TABLE (LOTS 122 THRU 124)	
	FEET
FRONT YARD	25'
SIDE YARD	5'
STREET SIDE YARD	15'
REAR YARD	20'

- NOTES:**
- ALL ANGLES ARE 90° UNLESS OTHERWISE NOTED.
  - ALL DIMENSIONS SHOWN WITH PARENTHESES ARE FOR THE LOCATION OF CENTERLINE.
  - THE CHAMFERS FOR SIDEWALKS ON CORNER LOTS ARE SET AT TWELVE AND HALF FEET (12.5) RADII FROM THE INTERSECTION OF RIGHT-OF-WAY LINES. NO ANGLES SHOWN WHEN RIGHT-OF-WAY LINES HAVE 90° ANGLE.

Proj No:	Revisions
P2018.090.001	
Date: 10/14/2020	Date: 11/06/20
Designed By: JRS	Description: REVISED PER COUNTY COMMENTS
Drawn By: RP	
Scale: 1" = 100'	
Sheet: 1 of 1	

EXHIBIT "A"  
FINAL PLAT

BELLE LAGO SOUTH  
LOTS 122 THRU 124  
BELLEVUE, NEBRASKA



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

10909 Mill Valley Road, Suite 100 • Omaha, NE 68154  
Phone: 402.895.4700 • Fax: 402.895.3599  
www.eaag.com

tabbles\*







B.

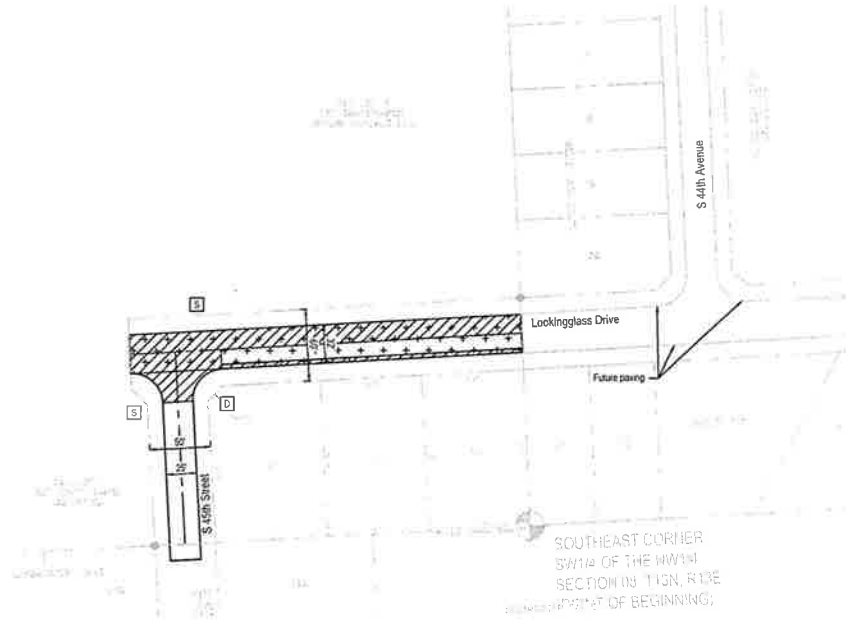
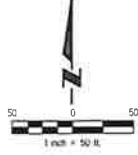
CANIDII

**NOTE**

1. ADA compliant curb ramps will be required at each intersection with a minimum of one pair of ramps crossing the through street and one crossing the stop street.
2. All rick shall be 2' unless otherwise noted.

**LEGEND**

-  9" - Pavement
-  9" - General Obligation Pavement
-  7" - Pavement
-  7" - General Obligation Pavement
-  Double ramp location
-  Single ramp location



**E & A CONSULTING GROUP, INC.**  
 Engineering • Planning • Environmental & Field Services  
 1999 Main Street, Suite 100 • Duluth, NE 68154  
 Phone: 402.426.8229  
 www.eandagroup.com



BELLE LAGO SOUTH  
 LOTS 127 THRU 129 INCLUSIVE  
 SID 343  
 BELLEVUE, IEBB559A

Exhibit "B" Paving Exhibit

Plan No.	4711252.01	Sheet No.	1 of 1
Scale	AS SHOWN	Date	11/11/2011
Drawn By	ASD	Checked By	ASD
Scale	AS SHOWN	Drawn By	ASD
Level	1 of 1	Checked By	ASD

tables

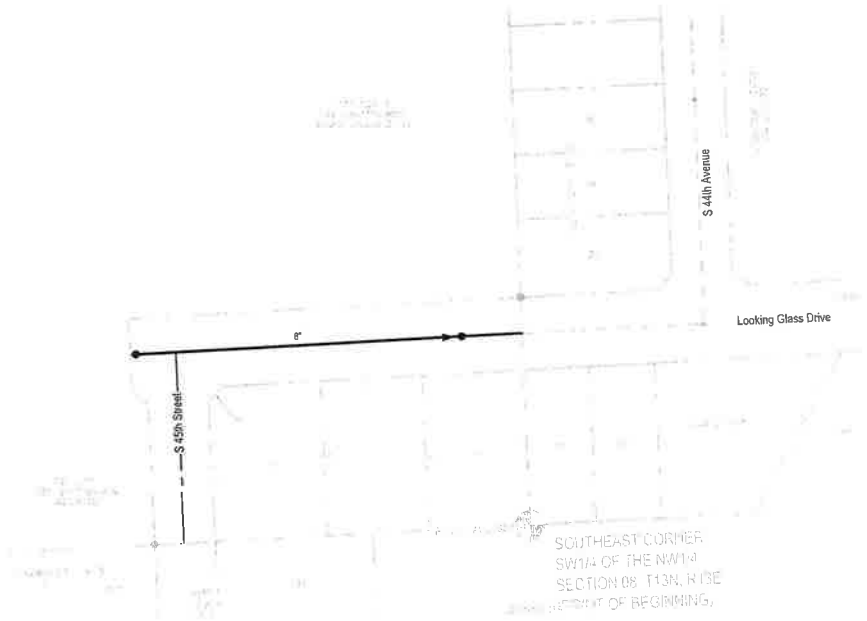
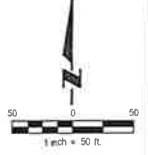
B-1

LANDI I

LEGEND

— PROP. SANITARY SEWER

- - - EXIST. SANITARY SEWER



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**BELLE LAGO SOUTH**  
 LOTS 121 TO 130 INCLUSIVE  
 SD 343  
 BELLEVUE, IBERMAMA

Exhibit "B-1", Sanitary  
 Sewer EXHIBIT

Project No.	20241502-23	Revision	
Date	2/29/2024	Drawn	Developer
Checked			
Issue No.	01		
Scale	AS SHOWN		
Sheet	1 of 1		

1529 MAYDAY ROAD, SUITE 100 • DENVER, CO 80145  
 PHONE: 303.733.2200  
 WWW.EAGROUP.COM

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

15a.  
12/01/2020

COUNCIL MEETING DATE: 12/1/20	SUBMITTED BY: Mayor Rusty Hike	Jim Ristow
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>
RESOLUTION <input checked="" type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>

SUBJECT:

Resolution 2020-44: A resolution urging all citizens and those within our community to wear appropriate face coverings and urging all business owners and establishments to require face coverings within their respective establishments.

SYNOPSIS/BACKGROUND:

The City of Bellevue and the City Council recognize that the City has seen an increase in COVID-19 positive cases since the beginning of the pandemic and is cognizant of the decreased resources and strain on our hospital systems due to the increased number of positive COVID-19 cases. The City and City Council urge everyone in our City and those who may enter our City to do the right thing and help slow the spread of COVID-19

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?:  COUNTER-PARTY:  INTERLOCAL AGREEMENT:

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE:  CONTRACT TERM:  CONTRACT END DATE:

PROJECT NAME:

START DATE:  END DATE:  PAYMENT DATE:  INSURANCE REQUIRED:

CIP PROJECT NAME:  CIP PROJECT NUMBER:

STREET DISTRICT NAME (S):  STREET DISTRICT NUMBER (S):

ACCOUNTING DISTRIBUTION CODE:  ACCOUNT NUMBER:

RECOMMENDATION:

Approve Resolution 2020-44.

ATTACHMENTS:

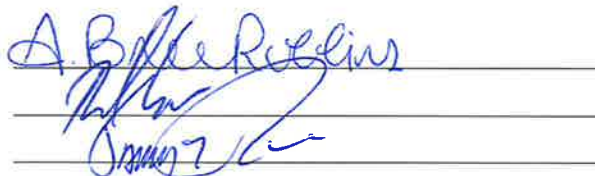
1. Resolution 2020-44	2. <input type="text"/>	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM: \_\_\_\_\_

FINANCE APPROVAL AS TO FORM: \_\_\_\_\_

ADMINISTRATOR APPROVAL AS TO FORM: \_\_\_\_\_

  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

RESOLUTION NO. 2020 – 44  
**PREVENTION OF COVID-19**

WHEREAS, the City of Bellevue, Nebraska and the City Council recognize that we are in a pandemic due to the Novel Coronavirus (COVID-19).

WHEREAS, Mayor Rusty Hike previously issued an Emergency Declaration for COVID-19 for the City of Bellevue on March 17, 2020.

WHEREAS, the City of Bellevue and the City Council recognize that the City has seen an increase in COVID-19 positive cases since the beginning of the pandemic and is cognizant of the decreased resources and strain on our hospital systems due to the increased number of positive COVID-19 cases.

WHEREAS, the City of Bellevue and the City Council urge all citizens and those within our community over the age of five (5) to wear a face covering. Face coverings must cover the nose and mouth completely to have any effect on slowing the spread of COVID-19. Face coverings that incorporate a valve designed to facilitate easy exhaling, mesh masks, or masks with openings, holes, visible gaps in the design or material, or vents should not be considered sufficient face coverings because they allow exhaled droplets to be released into the air.

WHEREAS, the City of Bellevue and the City Council urge all premises that are open to the general public including but not limited to: entities that employ or engage workers, including private-sector entities, public-sector entities, non-profit entities, regular commercial or business establishments, private clubs, religious centers or buildings, public transportation (including buses, taxis, ride-sharing vehicles or vehicles used for business purposes), and any other places that are generally open to the public including educational institutions and daycare facilities to require face coverings for service and entrance into your respective establishments.

WHEREAS, the City of Bellevue and the City Council understand that wearing a face covering may not always be feasible or reasonable in situations such as eating, being in an enclosed separate office space or vehicle alone, occupations that may prevent the wearing of face coverings, receiving services or purchasing goods that may require the temporary removal of a face covering, removing a face covering to verify your identify for a lawful purpose, providing speeches, lectures

or broadcasts wherein the audience is at least six (6) feet away, and other situations where an individual may not be able to wear a face covering because of medical condition, mental health condition, or a disability that makes it unreasonable for the individual to wear a face covering.

WHEREAS, the City of Bellevue and the City Council urge all citizens and those within our community to wear face coverings in your homes when those outside of the household are present within in the home.

WHEREAS, the City of Bellevue and City Council urge all citizens and those within our community to wear a face covering, even if the establishment you enter do not require face coverings to be worn.

WHEREAS, the City of Bellevue and City Council urge all citizens and those within our community to work on social distancing of at least six (6) feet to help slow the spread of COVID-19.

WHEREAS, the City of Bellevue and City Council urge all citizens and those within our community to practice good hygiene and to wash their hands and sanitize their hands throughout the day. If wearing a cloth and reusable face covering, wash the face covering often to help slow the spread of COVID-19.

WHEREAS, the City of Bellevue and City Council reminds all citizens, businesses, other establishments, and those within our community to follow all Directed Health Measures issued by the State Department of Health and Human Services and/or our local Health Department.

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

The Mayor and City Council of Bellevue, Nebraska urge everyone that are in our City or may come into our city to do the right thing and help slow the spread of COVID-19.

The Mayor and City Council are

ADOPTED AND APPROVED this \_\_\_\_\_ day of December, 2020.

---

Mayor

ATTEST:

---

City Clerk

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

\*16a.  
12/01/2020

COUNCIL MEETING DATE: 12/01/2020		SUBMITTED BY: Susan Kluthe, City Clerk		
AGENDA ITEM:		CONSENT AGENDA <input checked="" type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>		PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>		OTHER <input type="checkbox"/>	

SUBJECT:

Approval of Waiver of Hunting Regulations - Lt. Kurt Stroehler of Sgt. Don Pleiss reviewed information, either approving or denying the application and then it is submitted to Council for approval.

SYNOPSIS/BACKGROUND:

Hunters wishing to bow hunt within the City of Bellevue during archery season of 9/1/2020 through 12/31/2020 must fill out an application and provide documentation they have permission from the property owner, provide a sketch of how they will set up their hunting site, and provide a copy of their current hunting permit.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: NO COUNTER-PARTY: N/A INTERLOCAL AGREEMENT: NO

CONTRACT DESCRIPTION: N/A

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: N/A

START DATE: END DATE: PAYMENT DATE: INSURANCE REQUIRED: NO

CIP PROJECT NAME: N/A CIP PROJECT NUMBER: N/A

STREET DISTRICT NAME (S): N/A STREET DISTRICT NUMBER (S): N/A

ACCOUNTING DISTRIBUTION CODE: N/A ACCOUNT NUMBER: N/A

RECOMMENDATION:

Request approval of the applications for waiver of hunting applications. Police Lt. Kurt Stroehler or Sgt. Don Pleiss has already given approval for the hunters and their specified sites.

ATTACHMENTS:

1. Listing for approval
- 2.
- 3.
- 4.
- 5.
- 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*A. Bruce Reblin*  
*[Signature]*  
*[Signature]*



CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16b.  
12/01/2020

COUNCIL MEETING DATE: 12/01/2020		SUBMITTED BY: Dean Dunn, Interim Public Works Director		Epiphany Ramos, Wastewater & Solid Waste Superintendent		
AGENDA ITEM:		CONSENT AGENDA	<input type="checkbox"/>	SPECIAL PRESENTATION		<input type="checkbox"/>
LIQUOR LICENSE	<input type="checkbox"/>	ORDINANCE	<input type="checkbox"/>	PUBLIC HEARING		<input type="checkbox"/>
RESOLUTION	<input type="checkbox"/>	CURRENT BUSINESS	<input checked="" type="checkbox"/>	OTHER		<input type="checkbox"/>

SUBJECT:

Bellevue South Lift Station - Phase 2, Professional Engineering Services

SYNOPSIS/BACKGROUND:

The Old South Bellevue Lift Station was inundated in March, 2019 by flood waters and rendered inoperable. The City has completed emergency repairs to the extent necessary to return it to service. Design has been completed on a replacement New South Bellevue Lift Station that will be located near 33rd and Jackson Street, at a higher elevation not susceptible to flooding. The relocation of the new South Lift Station does result in Paradise Park and Green Acres developments no longer being served by a gravity sanitary sewer system. Redevelopment of Paradise Park and Green Acres includes two private systems. The two systems currently discharge via gravity into the existing South Lift Station. The City intends to rehabilitate the old South Bellevue Lift Station including new pumps to accommodate flow from Paradise Park and Green Acres. The Scope of Work for Phase 2 is the preliminary and final design for refurbishment of the Old South Bellevue Lift Station to serve this redevelopment. HDR Engineering, Inc., has been selected by the City of Bellevue to perform professional engineering services as outlined in the Agreement for the Bellevue South Lift Station - Phase 2 project.

FISCAL IMPACT: \$87,900.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES COUNTER-PARTY: INTERLOCAL AGREEMENT: NO

CONTRACT DESCRIPTION: Professional Engineering Services Agreement

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: Bellevue South Lift Station - Phase 2

START DATE: END DATE: PAYMENT DATE: INSURANCE REQUIRED: YES

CIP PROJECT NAME: South Lift Station - FLOOD RECOVERY CIP PROJECT NUMBER: WW 21(4)

STREET DISTRICT NAME (S): STREET DISTRICT NUMBER (S):

ACCOUNTING DISTRIBUTION CODE: CIPWW21(4) ACCOUNT NUMBER: 7000

RECOMMENDATION:

City Council approve and authorize the Mayor to sign the Agreement between the City of Bellevue and HDR Engineering, Inc. for the Bellevue South Lift Station - Phase 2 project not to exceed \$87,900.00.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*A. Bruce Reblin*  
*[Signature]*  
*[Signature]*

**SHORT FORM AGREEMENT BETWEEN OWNER AND  
HDR ENGINEERING, INC. FOR PROFESSIONAL SERVICES**

**THIS AGREEMENT** is made as of this \_\_\_\_\_ day of November, 2020, between City of Bellevue, Nebraska (“OWNER”) a municipal corporation, with principal offices at 1510 Wall Street, Bellevue, NE 68005, and HDR ENGINEERING, INC., (“ENGINEER”) a Nebraska corporation, with principal offices at 1917 S. 67<sup>th</sup> Street, Omaha, Nebraska, 68106 for services in connection with the project known as **Bellevue South Lift Station – Phase 2** (“Project”);

**WHEREAS**, OWNER desires to engage ENGINEER to provide professional engineering, consulting and related services (“Services”) in connection with the Project; and

**WHEREAS**, ENGINEER desires to render these Services as described in SECTION I, Scope of Services.

**NOW, THEREFORE**, OWNER and ENGINEER in consideration of the mutual covenants contained herein, agree as follows:

**SECTION I. SCOPE OF SERVICES**

ENGINEER will provide Services for the Project, which consist of the Scope of Services as outlined on the attached Exhibit A.

**SECTION II. TERMS AND CONDITIONS OF ENGINEERING SERVICES**

The “HDR Engineering, Inc. Terms and Conditions for Professional Services,” which are attached hereto in Exhibit B, are incorporated into this Agreement by this reference as if fully set forth herein.

**SECTION III. RESPONSIBILITIES OF OWNER**

The OWNER shall provide the information set forth in paragraph 6 of the attached “HDR Engineering, Inc. Terms and Conditions for Professional Services.”

Owner shall provide all available flow data to determine expected flows from the Green Acres and Paradise Park areas. OWNER shall provide available inspection data from the force main including any historical photos, field notes, and available record drawings and plans

**SECTION IV. COMPENSATION**

Compensation for ENGINEER’S services under this Agreement shall be on the basis of Direct Labor Costs times a factor of 3.18 for the services of ENGINEER’S personnel engaged on the Project, plus Reimbursable Expenses, estimated to be \$87,900.

The amount of any sales tax, excise tax, value added tax (VAT), or gross receipts tax that may be imposed on this Agreement shall be added to the ENGINEER'S compensation as Reimbursable Expenses.

Compensation terms are defined as follows:

Direct Labor Cost shall mean salaries and wages, (basic and overtime) paid to all personnel engaged directly on the Project. The Direct Labor Costs and the factor applied to Direct Labor Costs will be adjusted annually as of the first of every year to reflect equitable changes to the compensation payable to Engineer.

Reimbursable Expense shall mean the actual expenses incurred directly or indirectly in connection with the Project for transportation travel, subconsultants, subcontractors, technology charges, telephone, telex, shipping and express, and other incurred expense. ENGINEER will add ten percent (10%) to invoices received by ENGINEER from subconsultants and subcontractors to cover administrative expenses and vicarious liability.

**SECTION V. PERIOD OF SERVICE**

Upon receipt of written authorization to proceed, ENGINEER shall perform the services described in Exhibit A within a reasonable period of time.

Unless otherwise stated in this Agreement, the rates of compensation for ENGINEER'S services have been agreed to in anticipation of the orderly and continuous progress of the project through completion. If any specified dates for the completion of ENGINEER'S services are exceeded through no fault of the ENGINEER, the time for performance of those services shall be automatically extended for a period which may be reasonably required for their completion and all rates, measures and amounts of ENGINEER'S compensation shall be equitably adjusted.

**SECTION VI. SPECIAL PROVISIONS**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

CITY OF BELLEVUE, NEBRASKA  
"OWNER"

BY: \_\_\_\_\_

NAME: Rusty Hike

TITLE: Mayor

ADDRESS: 1510 Wall Street  
Bellevue, NE 68005

HDR ENGINEERING, INC.  
"ENGINEER"

BY: 

NAME: Matthew B. Tondl

TITLE: Senior Vice President

ADDRESS: 1917 S. 67<sup>th</sup> Street  
Omaha, NE 68106

## **EXHIBIT A**

### **SCOPE OF SERVICES**

#### **PART 1.0 PROJECT DESCRIPTION:**

The Old South Bellevue Lift Station was inundated in March, 2019 by flood waters and rendered inoperable. The City has completed emergency repairs to the extent necessary to return it to service. Design has been completed on a replacement New South Bellevue Lift Station that will be located near 33<sup>rd</sup> and Jackson Street, at a higher elevation not susceptible to flooding. The relocation of the new South Lift Station does result in Paradise Park and Green Acres developments no longer being served by a gravity sanitary sewer system. The OWNER has indicated plans are anticipated for redevelopment of Paradise Park and Green Acres which includes two private systems. The two systems currently discharge via gravity into the existing South Lift Station. The OWNER intends to rehabilitate the old South Bellevue Lift Station including new pumps to accommodate flow from Paradise Park and Green Acres as identified in Exhibit A.

The Scope of Work for Phase 2 is the preliminary and final design for refurbishment of the Old South Bellevue Lift Station to serve this redevelopment. The design will address the Old South Bellevue Lift Station rehabilitation, pump sizing and layout; costs; and operations. The refurbished Old South Lift Station will reuse the existing discharge to the dual force mains. Control of actuated valves for force main discharge will be interlocked with the New South Bellevue Lift Station. Additionally, approximately 400 feet of the gravity sanitary sewer line contributing flows from Green Acres may be rehabilitated by the slip-lining method.

A subsequent contract amendment will address construction phase services for the project.

#### **Key Understandings:**

1. All travel will be in proximity to the City of Bellevue, Nebraska.
2. All meetings and presentations will be in Bellevue or at HDR's office in Omaha, NE.
3. OWNER will provide all available flow data to determine expected flows from the Green Acres and Paradise Park areas.
4. OWNER will provide available inspection data from the force main including any historical photos, field notes, and available record drawings and plans.
5. A field visit will be required in which it is requested that the City of Bellevue make personnel available to gain access to the existing lift station and manhole structures for field inspection/reconnaissance purposes.
6. OWNER will pay for all fees for permits and connections.
7. The proposed pump station will consist of:
  - a. Two constant speed submersible pumps.
  - b. Reuse and rehab existing wet well.
  - c. Reuse electrical controls building with new valves and new meter.

- d. Provisions for a backup generator connection.
- e. 480 volt power supply.
- 8. The plans, specifications, and design report will be submitted to the Nebraska Department of Environmental and Energy for review.
- 9. ENGINEER will use HDR CADD standards and HDR master specifications for the development of the construction documents.
- 10. Plans will be provided in PDF format compatible with Adobe Acrobat.
- 11. Opinions of probable construction costs will be provided in EXCEL format.
- 12. The scope of work does not include survey, geotechnical investigations, wetland delineation or construction phase services.

**PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER**

**TASK SERIES 100 – PROJECT MANAGEMENT**

**Objective:** Provide management activities over the Project duration including planning, organizing and monitoring Project team activities; and overall project management. Hold a Project kick-off meeting to establish project goals. Conduct a utility coordination meeting and continue utility coordination through the course of the project.

**HDR Activities 110 – Project Management**

- Resource management and allocation based on Project schedules and activities.
- Budget and invoice management.
- Utility coordination.

**120 – Kickoff Meeting**

- Assemble available project data.
- Establish design parameters.
- Develop list of required design information needed from OWNER.
- Attend one meeting on site with OWNER to review list of needed information.
- Summarize and distribute meeting notes.

**TASK SERIES 200 – DEVELOPMENT OF CONCEPTUAL AND PRELIMINARY DOCUMENTS**

**Objective:** Preparation of the plans and specifications to the 30% level of completion.

**HDR Activities**

**220 – Development of Conceptual Basis of Design**

- Develop basis of design report for Old South Bellevue Lift Station and gravity sewer rehabilitation.
- Submit basis of design report in PDF format to Owner.

**230 – Development of Conceptual Plans and Specifications**

- Develop wet well and lift station rehabilitation design including pump selection, electrical, structural and site design.
- Develop rehabilitation design of wet well connections.
- Develop recommendations for controls and SCADA. Control of this secondary lift station will be interlocked with the New South Bellevue Lift Station.
- Design gravity sewer rehabilitation.
- Develop plans and specifications to 30 percent level of completion.
- Perform quality control review of documents prior to submittal.
- Prepare preliminary opinion of probable construction cost.

**240 – Submittal and Review Meeting**

- Submit two sets of plans and specifications to the OWNER for review.
- Attend one plan review meeting on site.
- Summarize and distribute the 30% review meeting minutes.

**Deliverables:**

Conceptual Basis of Design Report  
30% Conceptual Plans  
30% Review Meeting Minutes

**TASK SERIES 300 – DEVELOPMENT OF FINAL DOCUMENTS AND REGULATORY REVIEW**

**Objective:**

Preparation of the plans and specifications to the 100% level of completion and obtain regulatory approval.

**HDR Activities**

**310 – Develop Plans and Specifications to 95%**

- Incorporate review comments from 30% review meeting.
- Develop plans and specifications to 95% level of completion.
- Prepare bid form and complete front end documents.
- Perform quality control review of documents prior to submittal.
- Update opinion of probable construction cost.

### **320 – Submittal and Review Meeting**

- Submit two sets of plans and specifications to the OWNER for review.
- Attend one plan review meeting on site.
- Summarize and distribute meeting notes.

### **330 – Regulatory Submittal**

- Incorporate OWNER review comments.
- Submit three sets of plans and specifications to Nebraska Department of Environmental and Energy for review and approval.

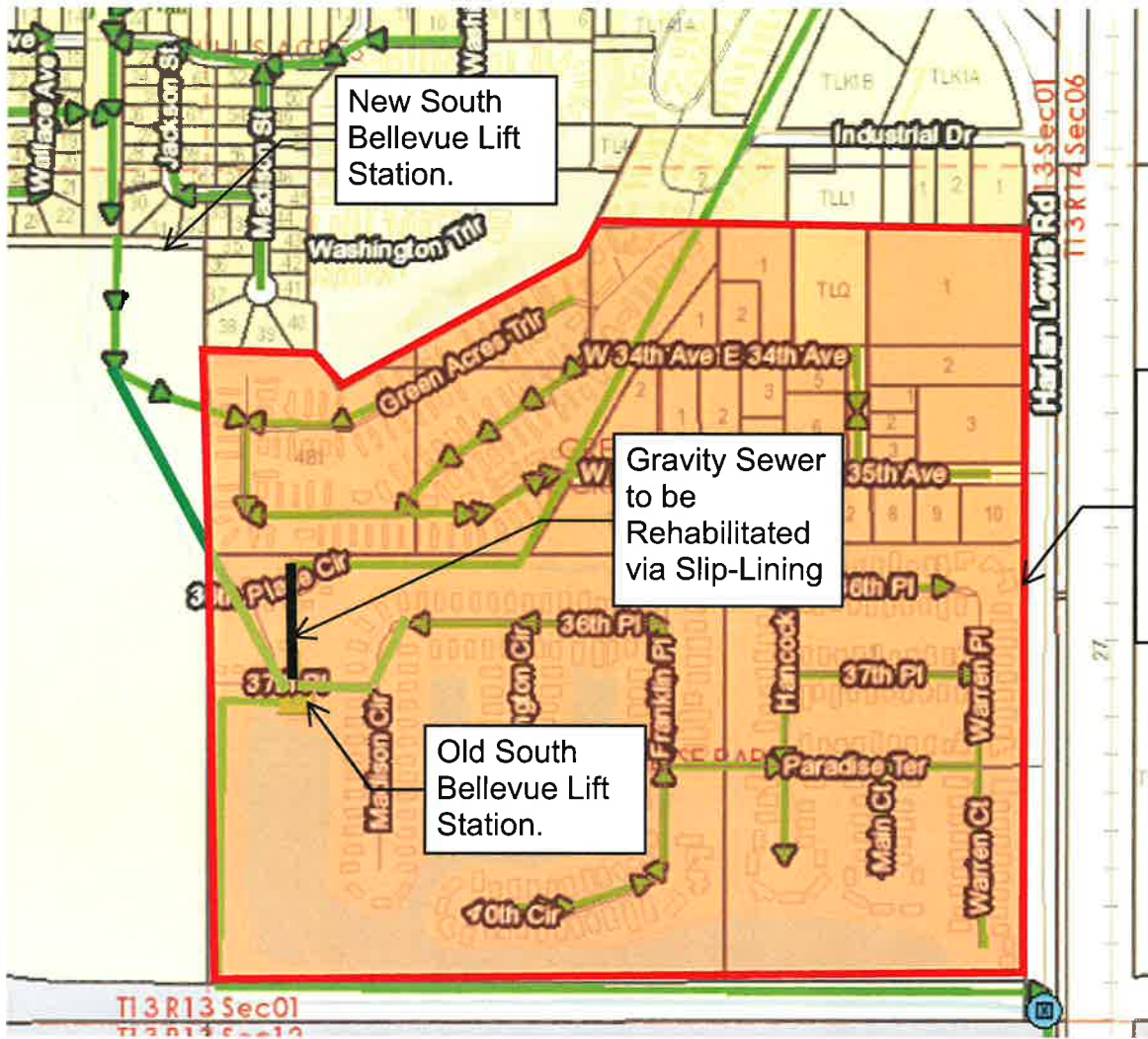
### **340 – Bid Phase Services**

- Provide the notice to bidders to OWNER for publication.
- Distribute bidding documents to bidders upon request through A&D Technical Supply.
- Respond to RFI's.
- Conduct one pre-bid meeting and prepare meeting notes.
- Issue up to two addenda.
- Attend bid opening and tabulate bids.
- Prepare letter of recommendation.

**Deliverables:** 95% contract documents for review.  
100% contract documents.  
NDEQ submittal.

## **PART 3.0 OWNER'S RESPONSIBILITIES:**

1. Access to the existing lift station location for evaluation.
2. Information on existing property ownership and easements.
3. Provide access to pump station and open equipment as necessary.
4. Completion of design reviews within one week.



New South Bellevue Lift Station.

Gravity Sewer to be Rehabilitated via Slip-Lining

Old South Bellevue Lift Station.

Green Acres and Paradise Park Areas that will contribute flows to the old South Bellevue Lift Station.

T13 R13 Sec01

Harlan Lewis Rd 3 Sec01  
T13 R14 Sec06

**EXHIBIT B**  
**TERMS AND CONDITIONS**

# HDR Engineering, Inc. Terms and Conditions for Professional Services

## 1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

## 2. INSURANCE/INDEMNITY

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. If flying an Unmanned Aerial System (UAS or drone), ENGINEER will procure and maintain aircraft unmanned aerial systems insurance of \$1,000,000 per occurrence. OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for third party personal injury and property damage claims to the extent caused by ENGINEER's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; and/or fines or penalties), loss of profits or revenue arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract.

## 3. OPINIONS OF PROBABLE COST (COST ESTIMATES)

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

## 4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require

that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. OWNER agrees to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

## 5. CONTROLLING LAW

This Agreement is to be governed by the law of the state where ENGINEER's services are performed.

## 6. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

## 7. SUCCESSORS, ASSIGNS AND BENEFICIARIES

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other. No third party beneficiaries are intended under this Agreement.

## 8. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees,

arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

#### **9. TERMINATION OF AGREEMENT**

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice to the other party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

#### **10. SEVERABILITY**

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

#### **11. INVOICES**

ENGINEER will submit monthly invoices for services rendered and OWNER will make payments to ENGINEER within thirty (30) days of OWNER's receipt of ENGINEER's invoice.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date OWNER receives ENGINEER's invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

#### **12. CHANGES**

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance

of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

#### **13. CONTROLLING AGREEMENT**

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

#### **14. EQUAL EMPLOYMENT AND NONDISCRIMINATION**

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

#### **15. HAZARDOUS MATERIALS**

OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

**16. EXECUTION**

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and OWNER, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

**17. ALLOCATION OF RISK**

**OWNER AND ENGINEER HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING ENGINEER'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS, SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF ENGINEER (AND ITS RELATED CORPORATIONS, SUBCONSULTANTS AND EMPLOYEES) TO OWNER AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE LESSER OF \$1,000,000 OR ITS FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF ENGINEER'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY.**

**18. LITIGATION SUPPORT**

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

**19. NO THIRD PARTY BENEFICIARIES**

No third party beneficiaries are intended under this Agreement. In the event a reliance letter or certification is required under the scope of services, the parties agree to use a form that is mutually acceptable to both parties.

**20. UTILITY LOCATION**

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the OWNER's property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The OWNER agrees to waive any claim against ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.

**21. UNMANNED AERIAL SYSTEMS**

If operating UAS, ENGINEER will obtain all permits or exemptions required by law to operate any UAS included in the services. ENGINEER's operators have completed the training, certifications and licensure as required by the applicable jurisdiction in which the UAS will be operated. OWNER will obtain any necessary permissions for ENGINEER to operate over private property, and assist, as necessary, with all other necessary permissions for operations.

**22. OPERATIONAL TECHNOLOGY SYSTEMS**

OWNER agrees that the effectiveness of operational technology systems ("OT Systems") and features designed, recommended or

assessed by ENGINEER are dependent upon OWNER's continued operation and maintenance of the OT Systems in accordance with all standards, best practices, laws, and regulations that govern the operation and maintenance of the OT Systems. OWNER shall be solely responsible for operating and maintaining the OT System in accordance with applicable industry standards (i.e. ISA, NIST, etc.) and best practices, which generally include but are not limited to, cyber security policies and procedures, documentation and training requirements, continuous monitoring of assets for tampering and intrusion, periodic evaluation for asset vulnerabilities, implementation and update of appropriate technical, physical, and operational standards, and offline testing of all software/firmware patches/updates prior to placing updates into production. Additionally, OWNER recognizes and agrees that OT Systems are subject to internal and external breach, compromise, and similar incidents. Security features designed, recommended or assessed by ENGINEER are intended to reduce the likelihood that OT Systems will be compromised by such incidents. However, ENGINEER does not guarantee that OWNER's OT Systems are impenetrable and OWNER agrees to waive any claims against ENGINEER resulting from any such incidents that relate to or affect OWNER's OT Systems.

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16c.  
12/01/2020

COUNCIL MEETING DATE: 12/01/2020		SUBMITTED BY: Dean Dunn, Interim Public Works Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Purchase of two (2) medium duty vehicles from National Auto Fleet Group for Building Maintenance.

SYNOPSIS/BACKGROUND:

Replacement of PA401 (2008 Ford F550) with a 2021 Ford Super Duty F-250 SRW XL 4WD Reg Cab; replacement of PA488 (1998 Chevy 2500) with a 2021 Ford F-150 XL 4WD Reg Cab. These two (2) medium duty vehicles will be used by Building Maintenance with the replacements being based on recommendation from the Fleet Superintendent. National Auto Fleet Group provided the lowest quoted prices for the recommended vehicles.

FISCAL IMPACT: \$74,395.00 BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: NO COUNTER-PARTY: INTERLOCAL AGREEMENT: NO

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

START DATE: END DATE: PAYMENT DATE: INSURANCE REQUIRED: NO

CIP PROJECT NAME: CIP PROJECT NUMBER:

STREET DISTRICT NAME (S): STREET DISTRICT NUMBER (S):

ACCOUNTING DISTRIBUTION CODE: 13 ACCOUNT NUMBER: 7110

RECOMMENDATION:

Request approval to purchase one (1) 2021 Ford Super Duty F-250 SRW XL 4WD Reg Cab and one (1) 2021 Ford F-150 XL 4WD Reg Cab from National Auto Fleet Group for Building Maintenance with the total purchase price for the two (2) medium duty vehicles not to exceed \$74,395.00.

ATTACHMENTS:

1. Quote for 2021 Ford F-250 2. Quote for 2021 Ford F-150 3. Fleet Superintendent Memorandum

4. 5. 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*A. G. Roblin*  
*[Signature]*  
*[Signature]*



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

## MEMORANDUM

**To:** Dean Dunn  
**From:** Todd Jarosz  
**Subject:** Vehicle Replacement  
**Date:** 11/2/20

After reviewing the Building Maintenance Department's inventory list of medium duty vehicles, it is my recommendation that the following list of vehicles be replaced. My recommendation is made by the vehicles meeting or exceeding the vehicle replacement criteria and with further physical inspection. PA401 has had many engine problems. The engine problems that it has are leading up to a catastrophic engine failure, that will cost around \$10,000.00. After going over with Tracy, the type of work each new truck will be doing I have included my recommendation on what size truck should be purchased in order to get the maximum life from our purchase.

PA401 - 2008 Ford F550 VIN: 1FDAF57RX8EE54562 with 78,268 Miles

(Replace with a Ford F-250)

PA488 – 1998 Chevy 2500 VIN: 1GCGC24R2WZ238656, with 155,784 Miles

(Replace with a Ford F150)

Thank you,

Todd Jarosz  
Fleet Superintendent  
City of Bellevue



Awarded Contract

Contract # 120716-NAF

Welcome **Todd Jarosz**

[Edit My Profile](#) | [LOG OFF](#)

**Step 5 of 8**  
Please select all your desired Options

**This is only a Quote, in order for us to place an order, we must receive your purchase order.**

[Build Your Vehicle](#) > [2021 Ford](#) > [Super Duty F-250 SRW](#) > XL 4WD Reg Cab 8' Box 142" WB



**2021 Ford Super Duty F-250 SRW XL 4WD Reg Cab 8' Box 142" WB**

[Click here to view General Info](#)

[Click here to view Technical Specifications](#)

[Click here to view Standards](#)

**Hide Options**

[Click here to view Configuration Checklist](#)

[Click here to view Colors](#)

**OPTIONS**

**ENGINE**

State	Code	Description	MSRP
<input checked="" type="checkbox"/>	996	ENGINE: 6.2L 2-VALVE SOHC EFI NA V8 FLEX-FUEL, (STD)	\$0
<input checked="" type="checkbox"/>	99N	ENGINE: 7.3L 2V DEVCT NA PFI V8 GAS, -inc: Heavy-Duty Alternator (240 Amp), 3.55 Axle Ratio	\$2045
<input checked="" type="checkbox"/>	99T	ENGINE: 6.7L 4V OHV POWER STROKE V8 TURBO DIESEL B20, -inc: manual push-button engine-exhaust braking and intelligent oil-life monitor, 29 Gallon Fuel Tank, 175 Amp Heavy Duty Alternator, 3.31 Axle Ratio, Dual 78-AH 750 CCA Batteries	\$10495

**TRANSMISSION**

State	Code	Description	MSRP
<input checked="" type="checkbox"/>	44S	TRANSMISSION: TORQSHIFT-G 6-SPD AUTO W/SELECTSHIFT, (STD)	\$0
<input checked="" type="checkbox"/>	44G	TRANSMISSION: TORQSHIFT 10-SPEED AUTOMATIC, -inc: SelectShift and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery	\$0

**WHEELS**

State	Code	Description	MSRP
<input checked="" type="checkbox"/>	64A	WHEELS: 17" ARGENT PAINTED STEEL, -inc: painted hub covers/center ornaments (STD)	\$0
<input checked="" type="checkbox"/>	64B	WHEELS: 18" SPARKLE SILVER PAINTED CAST ALUMINUM, -inc: bright hub covers/center ornaments	\$0

**LET'S CHAT**



**TIRES**

State	Code	Description	MSRP
<input checked="" type="checkbox"/>	TD8	TIRES: LT245/75RX17E BSW A/S (4), -inc: Spare may not be the same as road tire (STD)	\$0
<input type="checkbox"/>	TBM	TIRES: LT245/75RX17E BSW A/T, -inc: Spare may not be the same as road tire	\$165
<input type="checkbox"/>	TCD	TIRES: LT265/70RX17E OWL A/T, -inc: Spare may not be the same as road tire	\$455
<input checked="" type="checkbox"/>	TCH	TIRES: LT275/65RX18E BSW A/S, -inc: Spare may not be the same as road tire	\$0
<input checked="" type="checkbox"/>	TDX	TIRES: LT275/70RX18E BSW A/T (4), -inc: Spare may not be the same as road tire	\$265
<input checked="" type="checkbox"/>	TDU	TIRES: LT275/70RX18E OWL A/T (4), -inc: Spare may not be the same as road tire	\$290

**PRIMARY PAINT**

State	Code	Description	MSRP
<input type="checkbox"/>	UM	AGATE BLACK METALLIC	\$0
<input type="checkbox"/>	HX	ANTIMATTER BLUE METALLIC	\$0
<input type="checkbox"/>	GR	GREEN	\$660
<input type="checkbox"/>	W6	GREEN GEM	\$660
<input type="checkbox"/>	MB	ORANGE	\$660
<input type="checkbox"/>	BY	SCHOOL BUS YELLOW	\$660
<input type="checkbox"/>	E4	VERMILLION RED	\$660
<input type="checkbox"/>	AT	YELLOW	\$660
<input type="checkbox"/>	PQ	RACE RED	\$0
<input checked="" type="checkbox"/>	Z1	OXFORD WHITE	\$0
<input checked="" type="checkbox"/>	E7	VELOCITY BLUE METALLIC	\$0
<input type="checkbox"/>	M7	CARBONIZED GRAY METALLIC	\$0
<input type="checkbox"/>	JS	ICONIC SILVER METALLIC	\$0
<input type="checkbox"/>	D1	STONE GRAY METALLIC	\$0

**PAINT SCHEME**

State	Code	Description	MSRP
<input checked="" type="checkbox"/>	—	STANDARD PAINT	\$0

**SEAT TYPE**

State	Code	Description	MSRP
<input type="checkbox"/>	AS	MEDIUM EARTH GRAY, HD VINYL 40/20/40 SPLIT BENCH SEAT, -inc: center armrest, cupholder and driver's side manual lumbar	\$0
<input checked="" type="checkbox"/>	1S	MEDIUM EARTH GRAY, CLOTH 40/20/40 SPLIT BENCH SEAT, -inc: center armrest, cupholder and driver's side manual lumbar	\$100
<input type="checkbox"/>	LS	MEDIUM EARTH GRAY, VINYL 40/MINI-CONSOLE/40 FRONT SEAT, -inc: driver's side manual lumbar	\$355
<input type="checkbox"/>	4S	MEDIUM EARTH GRAY, CLOTH 40/MINI-CONSOLE/40 FRONT SEAT, -inc: driver's side manual lumbar	\$515

**AXLE RATIO**

State	Code	Description	MSRP
<input checked="" type="checkbox"/>	X37	3.73 AXLE RATIO, (STD)	\$0
<input type="checkbox"/>	X3E	ELECTRONIC-LOCKING W/3.73 AXLE RATIO	\$390
<input type="checkbox"/>	X4M	ELECTRONIC-LOCKING W/4.30 AXLE RATIO	\$390
<input checked="" type="checkbox"/>	X31	3.31 AXLE RATIO	\$0
<input checked="" type="checkbox"/>	X35	3.55 AXLE RATIO	\$0
<input checked="" type="checkbox"/>	X3H	ELECTRONIC-LOCKING W/3.31 AXLE RATIO	\$390
<input checked="" type="checkbox"/>	X3J	ELECTRONIC-LOCKING W/3.55 AXLE RATIO	\$390

## ADDITIONAL EQUIPMENT

State	Code	Description	MSRP
☐	90L	POWER EQUIPMENT GROUP, -inc: Deletes passenger-side lock cylinder, upgraded door trim panel, Accessory Delay, Advanced Security Pack, SecuriLock Passive Anti-Theft System (PATS) and inclination/intrusion sensors, Power Locks, Trailer Tow Mirrors w/Power Heated Glass, manual folding, manually telescoping and heated convex spotter mirror, Remote Keyless Entry, Power Front Seat Windows, 1-touch up/down driver/passenger window, Power Tailgate Lock	\$865
☒	53Q	PRO TRAILER BACKUP ASSIST - HIGH CAPACITY, -inc: Note: Salesperson's Portfolio or Trailer Towing Guide should be consulted for specific trailer towing or camper limits and corresponding required equipment, axle ratios and model availability, See Supplemental Reference for vehicle height consideration, Ultimate Trailer Tow Camera System, rear view camera, 360 degree camera system, rear CHMSL camera, trailer reverse guidance and LED center high-mounted stop lamp, Lane-Keeping Alert, High Capacity Trailer Tow Package, increased GCW from 23,500 lbs, to 30,000 lbs and upgraded axle, Note: Salesperson's Portfolio or Trailer Towing Guide should be consulted for specific trailer towing or camper limits and corresponding required equipment, axle ratios and model availability, See Supplemental Reference for vehicle height consideration, GVWR: 10,800 lbs	\$2785
☐	63R	HEAVY-SERVICE PACKAGE FOR PICKUP BOX DELETE, -inc: heavy-service front springs (200 lbs, upgrade above the spring computer selected as a consequence of options chosen, Not included if maximum springs have been computer selected as standard equipment) and rear auxiliary springs, Note: Salesperson's Source Book or Ford RV Trailer Towing Guide should be consulted for specific trailer towing or camper limits and corresponding required equipment, axle ratios and model availability, Rear Stabilizer Bar	\$125
☒	17X	FX4 OFF-ROAD PACKAGE, -inc: Hill Descent Control, Off-Road Specifically Tuned Shock Absorbers, front/rear, Transfer Case & Fuel Tank Skid Plates, Unique FX4 Off-Road Box Decal	\$400
☐	96V	XL VALUE PACKAGE, -inc: Bright Chrome Hub Covers & Center Ornaments, Steering Wheel-Mounted Cruise Control, Chrome Front Bumper, Chrome Rear Step Bumper	\$395
☒	17S	STX APPEARANCE PACKAGE, -inc: STX fender vent badge, Bright Chrome Hub Covers & Center Ornaments, Chrome Front Bumper, Chrome Rear Step Bumper, Steering Wheel-Mounted Cruise Control, Tires: LT275/65R18E BSW A/S, Spare may not be the same as road tire, Wheels: 18" Sparkle Silver Painted Cast Aluminum, bright hub covers/center ornaments, Bright Chrome Grille	\$1825
☐	17F	XL DECOR GROUP, -inc: Bright Chrome Hub Covers & Center Ornaments, Chrome Front Bumper, Chrome Rear Step Bumper	\$220
☐	471	CAMPER PACKAGE, -inc: heavy-service front springs (1 up upgrade above the spring computer selected as a consequence of options chosen, Not included if maximum springs have been computer selected as standard equipment), rear auxiliary springs and slide-in camper certification, Note 1: Salesperson's Source Book or Ford RV Trailer Towing Guide should be consulted for specific trailer towing or camper limits and corresponding required equipment, axle ratios and model availability, Note 2: May result in deterioration of ride quality when vehicle is not equipped w/camper, Rear Stabilizer Bar	\$160
☐	47B	SNOW PLOW/CAMPER PACKAGE, -inc: computer selected springs for snowplow application and heavy service front springs (1 up upgrade above the spring computer selected as a consequence of options chosen, Not included if maximum springs have been computer selected as standard equipment) and slide-in camper certification, Note 1: Salesperson's Source Book or Ford RV Trailer Towing Guide should be consulted for specific trailer towing or camper limits and corresponding required equipment, axle ratios and model availability, Restrictions apply; see Supplemental Reference or Body Builders Layout Book for details, Expect firmer ride when vehicle is not equipped w/snowplow and/or camper, Note 2: May result in deterioration of ride quality when vehicle is not equipped w/snowplow and/or camper, Rear Stabilizer Bar	\$245
☐	473	SNOW PLOW PREP PACKAGE, -inc: computer selected springs for snowplow application, Note 1: Restrictions apply; see Supplemental Reference or Body Builders Layout Book for details, Note 2: May result in deterioration of ride quality when vehicle is not equipped w/snowplow	\$250
☒	62R	TRANSMISSION POWER TAKE-OFF PROVISION, -inc: transmission mounted live drive and stationary mode PTO	\$280
☐	41H	ENGINE BLOCK HEATER	\$100
☒	98R	OPERATOR COMMANDED REGENERATION (OCR)	\$250
☐	86M	DUAL 78 AH BATTERY	\$210
☐	67E	240 AMP ALTERNATOR	\$85
☐	52B	TRAILER BRAKE CONTROLLER, -inc: Verified to be compatible w/select electric over hydraulic brakes, smart trailer tow connector	\$270
☒	535	HIGH CAPACITY TRAILER TOW PACKAGE, -inc: increased GCW from 23,500 lbs, to 30,000 lbs and upgraded axle, Note: Salesperson's Portfolio or Trailer Towing Guide should be consulted for specific trailer towing or camper limits and corresponding required equipment, axle ratios and model availability, See Supplemental Reference for vehicle height consideration, GVWR: 10,800 lbs	\$1130
☒	53R	PRO TRAILER BACKUP ASSIST, -inc: Ultimate Trailer Tow Camera System, rear view camera, 360 degree camera system, rear CHMSL camera, trailer reverse guidance and LED center high-mounted stop lamp, Lane-Keeping Alert	\$1655
☐	53W	5TH WHEEL/GOOSENECK HITCH PREP PACKAGE, -inc: 5 pickup bed attachment points w/plugs, 1 frame under-bed cross member and 1 integrated 7-pin connector on driver's side pickup bed wall, 5th wheel hitch compatibility: the 5th Wheel/Gooseneck Prep Package (53W) is compatible w/the factory orderable 5th Wheel Hitch Kits (15K and 15L) and dealer-installed Ford accessories 5th Wheel Hitch Kit by Reese - part #BC3Z-19D520-A (8ft box only), The prep package is also compatible w/Reese Signature Series 5th wheel hitch kits updated w/a new Leg Service Kit - part #BC3Z-A00A25-A (8ft box only), The 5th Wheel Hitch Kit (15K), 5th Wheel Hitch Kit (15L) and dealer-installed Ford accessories 5th Wheel Hitch Kit by Reese - part #BC3Z-19D520-A is not released to the short box (6.75ft box), Note: the short pickup box provides less clearance between the cab and 5th wheel trailer compared to long box pickups, The receiver centerline of the hitch should be mounted at least 2" forward from the rear-axle of the truck chassis, When selecting a trailer and tow vehicle, it's critical that this combination provide clearance between the cab and tow vehicle for turns up to and including 90 degrees, Failure to follow	\$500

this recommendation could result in the trailer contacting the cab of the tow vehicle during tight turns, Gooseneck hitch compatibility: the 5th Wheel/Gooseneck Prep Package (53W) is compatible only w/the factory orderable Gooseneck Hitch Kit (15J) or dealer-installed Ford customer accessories Gooseneck Hitch by Reese - part #BC3Z-19F503-A (8ft box and 6.75 ft box)

<input type="checkbox"/>	15J	GOOSENECK HITCH KIT (PRE-INSTALLED)	\$250
<input type="checkbox"/>	15L	19K 5TH WHEEL HITCH KIT (PRE-INSTALLED)	\$1095
<input type="checkbox"/>	41P	TRANSFER CASE & FUEL TANK SKID PLATES	\$100
<input type="checkbox"/>	66D	PICKUP BOX DELETE, -inc: Deletes tie-down hooks, tailgate, rearview camera, 7/4 pin connector and center high-mounted stop lamp (CHMSL) (only on vehicles over 10,000 lbs, GVWR), Incomplete vehicle package - requires further manufacture and certification by a final stage manufacturer, In addition, Ford urges manufacturers to follow the recommendations of the Ford Incomplete Vehicle Manual and the Ford Truck Body Builder's Layout Book (and applicable supplements), Rear Bumper Delete, Spare Wheel, Tire, Carrier & Jack Delete	\$-625
<input type="checkbox"/>	68D	GVWR: 9,900 LB PAYLOAD PACKAGE	\$0
<input checked="" type="checkbox"/>	—	GVWR: 10,800 LBS	\$0
<input type="checkbox"/>	67H	HEAVY-SERVICE FRONT SUSPENSION PACKAGE, -inc: heavy-service front springs (1 up upgrade above the spring computer selected as a consequence of options chosen, Not included if maximum springs have been computer selected as standard equipment), Recommended only on vehicles which will permanently utilize aftermarket equipment such as heavy-duty winches, brush guards or other apparatus which loads the front axle to the specified Gross Axle Weight Rating (GAWR), Note 1: Vehicle ride height will increase w/the addition of this package, Note 2: May result in deterioration of ride quality when vehicle is not equipped w/front end utility attachment	\$125
<input type="checkbox"/>	85M	BED MAT (PRE-INSTALLED), -inc: Custom accessory	\$150
<input type="checkbox"/>	76C	EXTERIOR BACKUP ALARM (PRE-INSTALLED), -inc: Custom accessory	\$140
<input type="checkbox"/>	61N	FRONT & REAR WHEEL WELL LINERS (PRE-INSTALLED), -inc: Custom accessory	\$325
<input type="checkbox"/>	51X	SPARE WHEEL & TIRE DELETE, -inc: Also deletes jack and frame-mounted carrier	\$-85
<input type="checkbox"/>	512	SPARE TIRE, WHEEL, CARRIER & JACK	\$295
<input checked="" type="checkbox"/>	15W	12,000 LB FORD PERFORMANCE PARTS WINCH BY WARN, -inc: wireless and wired remote controls, 70-foot high-tensile strength and abrasion-resistant synthetic line	\$3000
<input type="checkbox"/>	924	PRIVACY GLASS	\$0
<input type="checkbox"/>	43B	FIXED REAR-WINDOW W/DEFROST	\$60
<input type="checkbox"/>	85G	TAILGATE STEP & HANDLE	\$375
<input checked="" type="checkbox"/>	153	FRONT LICENSE PLATE BRACKET, -inc: Standard in states requiring 2 license plates and optional to all others	\$0
<input type="checkbox"/>	87H	BLACK MOLDED HOOD DEFLECTOR (PRE-INSTALLED)	\$130
<input type="checkbox"/>	85L	DROP-IN BEDLINER (PRE-INSTALLED)	\$350
<input type="checkbox"/>	87B	BED STEP	\$325
<input type="checkbox"/>	61S	FRONT SPLASH GUARDS/MUD FLAPS (PRE-INSTALLED)	\$130
<input type="checkbox"/>	62S	REAR SPLASH GUARDS/MUD FLAPS (PRE-INSTALLED)	\$0
<input type="checkbox"/>	18B	PLATFORM RUNNING BOARDS	\$320
<input type="checkbox"/>	91S	AMBER LED WARNING STROBES (PRE-INSTALLED), -inc: center high-mounted stop light bar and 2 hood mounted lights	\$675
<input type="checkbox"/>	91G	AMBER-WHITE LED WARNING STROBES (PRE-INSTALLED), -inc: center high-mounted stop light bar and 2 hood mounted lights	\$725
<input type="checkbox"/>	595	HALOGEN FOG LAMPS	\$130
<input type="checkbox"/>	66L	LED BOX LIGHTING, -inc: LED Center High-Mounted Stop Lamp (CHMSL)	\$60
<input type="checkbox"/>	592	LED ROOF CLEARANCE LIGHTS	\$95
<input type="checkbox"/>	942	DAYTIME RUNNING LAMPS (DRL), -inc: The non-controllable 942 Daytime Running Lamps (DRL) replace the standard Daytime Running Lamps (DRL) on/off cluster controllable	\$45
<input type="checkbox"/>	66B	BOXLINK	\$75
<input type="checkbox"/>	98F	CNG/PROPANE GASEOUS ENGINE PREP PACKAGE, -inc: hardened engine intake valves, valve seats and bi-fuel manifold, Note: This package does not include CNG/propane fuel tanks, lines, etc, Vehicle will be equipped w/the standard factory gasoline fuel system, Additional equipment combined w/certified calibration reflash is required, from an external upfitter, to convert the vehicle to a CNG/propane fueled vehicle, See Alternative Fuel Buyers Guide: www.ford.com/altfuelbuyersguide, Ford Motor Company does not provide an exhaust or evaporative emissions certificate w/this option when converted to use CNG or propane fuel, Ford does not represent that a vehicle converted to use CNG or propane will comply w/all applicable U.S. or Canadian safety standards, It is the responsibility of the final stage manufacturer (body-builder, installer, alterer or subsequent stage manufacturer) to determine that any vehicle converted to use CNG or propane complies w/U.S. Federal, California or Canadian exhaust and evaporative emission requirements, Federal fuel economy standards, U.S. and Canadian safety standards, labeling and any other requirements	\$315
<input type="checkbox"/>	85S	TOUGH BED SPRAY-IN BEDLINER, -inc: tailgate-guard, black box bed tie-down hooks and black bed attachment bolts	\$595
<input type="checkbox"/>	926	SPEED LIMITATION - 65-MPH GOVERNED TOP SPEED	\$80
<input type="checkbox"/>	927	SPEED LIMITATION - 75-MPH GOVERNED TOP SPEED	\$80

<input type="checkbox"/>	86A	ENGINE IDLE SHUT DOWN - 5 MINUTES, -inc: After a predetermined period, the engine PCM automatically shuts down the engine and triggers the accessory module to shutdown power to the accessories to minimize battery drain	\$250
<input type="checkbox"/>	86B	ENGINE IDLE SHUT DOWN - 10 MINUTES, -inc: After a predetermined period, the engine PCM automatically shuts down the engine and triggers the accessory module to shutdown power to the accessories to minimize battery drain	\$250
<input type="checkbox"/>	86C	ENGINE IDLE SHUT DOWN - 15 MINUTES, -inc: After a predetermined period, the engine PCM automatically shuts down the engine and triggers the accessory module to shutdown power to the accessories to minimize battery drain	\$250
<input type="checkbox"/>	86D	ENGINE IDLE SHUT DOWN - 20 MINUTES, -inc: After a predetermined period, the engine PCM automatically shuts down the engine and triggers the accessory module to shutdown power to the accessories to minimize battery drain	\$250
<input type="checkbox"/>	61L	FRONT WHEEL WELL LINERS (PRE-INSTALLED)	\$180
<input type="checkbox"/>	61M	REAR WHEEL WELL LINERS (PRE-INSTALLED)	\$180
<input type="checkbox"/>	62X	ALUMINUM CROSSBED TOOLBOX (PRE-INSTALLED), -inc: Defender Series by Weather Guard	\$575
<input type="checkbox"/>	62Y	PREMIUM ALUMINUM CROSSBED TOOLBOX (PRE-INSTALLED), -inc: Model #127-0-02 by Weather Guard	\$790
<input type="checkbox"/>	52R	STOWABLE LOADING RAMPS (PRE-INSTALLED)	\$695
<input type="checkbox"/>	913	SYNC 3 COMMUNICATIONS & ENTERTAINMENT SYSTEM, -inc: enhanced voice recognition, 8" LCD capacitive touch screen in center stack w/swipe capability, pinch-to-zoom capability included w/available voice-activated touchscreen navigation system, 4.2" productivity screen in IP cluster, AppLink, 911 Assist, Apple CarPlay and Android Auto capability and 2 smart charging USB-C ports, 110V/400W Outlet, 1 in-dash mounted outlet	\$450
<input type="checkbox"/>	39S	SIRIUSXM RADIO, -inc: a 6-month prepaid subscription and 1 I/P mounted center speaker, Services are not available in Alaska and Hawaii, SiriusXM audio and data services each require a subscription sold separately or as a package by SiriusXM Radio Inc. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates, Fees and taxes apply. To cancel you must call SiriusXM at 1-866-635-2349, See SiriusXM customer agreement for complete terms at www.siriusxm.com, All fees and programming subject to change, SiriusXM and all related marks and logos are trademarks of SiriusXM Radio Inc	\$185
<input type="checkbox"/>	52S	STEERING WHEEL-MOUNTED CRUISE CONTROL	\$235
<input checked="" type="checkbox"/>	41A	RAPID-HEAT SUPPLEMENTAL CAB HEATER, -inc: 397 Amp Alternator	\$250
<input checked="" type="checkbox"/>	16F	COLOR-COORDINATED FULL CARPET W/FLOOR MATS	\$60
<input type="checkbox"/>	21D	SOFT FOLDING TONNEAU PICKUP BOX COVER (PRE-INSTALLED)	\$525
<input type="checkbox"/>	21E	HARD FOLDING TONNEAU PICKUP BOX COVER (PRE-INSTALLED)	\$995
<input type="checkbox"/>	21J	RETRACTABLE TONNEAU PICKUP BOX COVER (PRE-INSTALLED)	\$1695
<input type="checkbox"/>	94P	PRE-COLLISION ASSIST, -inc: Automatic Emergency Braking (AEB), automatic high beam and forward collision warning	\$115
<input type="checkbox"/>	76R	REVERSE SENSING SYSTEM	\$245
<input type="checkbox"/>	76S	REMOTE START SYSTEM	\$250
<input type="checkbox"/>	66S	UPFITTER SWITCHES (6), -inc: Located in overhead console	\$165
<input type="checkbox"/>	872	REAR VIEW CAMERA & PREP KIT, -inc: Pre-installed content includes cab wiring, frame wiring to the rear most cross member and video display w/4" display, Upfitters kit includes camera w/mounting bracket, 14' jumper wire and camera mounting, aiming instructions and electrochromic mirror	\$415
<input type="checkbox"/>	873	REAR CHMSL CAMERA, -inc: Display in center stack screen, LED Center High-Mounted Stop Lamp (CHMSL) w/cargo light and rear video camera	\$200
<input type="checkbox"/>	60B	BLIND SPOT INFORMATION SYSTEM (BLIS), -inc: cross-traffic alert and trailer tow (BLIS sensor in taillamp)	\$540
<input type="checkbox"/>	60C	AUDIBLE LANE DEPARTURE WARNING	\$115
<input type="checkbox"/>	43C	110V/400W OUTLET, -inc: 1 in-dash mounted outlet	\$175
<input type="checkbox"/>	18A	UPFITTER INTERFACE MODULE	\$295
<input type="checkbox"/>	—	FLEET ADVERTISING CREDIT	\$0
<input checked="" type="checkbox"/>	67A	332 AMP ALTERNATOR	\$0
<input checked="" type="checkbox"/>	67B	397 AMP ALTERNATOR	\$115

**OPTION PACKAGE**

State	Code	Description	MSRP
<input checked="" type="checkbox"/>	600A	ORDER CODE 600A	\$0

Once you complete your build, an advisor will contact you to review your request

**PRICING SUMMARY**

<b>Base Price</b>	<b>MSRP</b>
<b>Manufacturer Destination Charge</b>	<b>\$37020</b>
<b>Total Options Price</b>	<b>\$1695</b>
<b>Total Price</b>	<b>\$100</b>
	<b>\$38815</b> ← MSRP only. Not your Sourcwell member price.

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Awarded Contract

Contract # 128718-NAF

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**Step 5 of 8**

Please select all your desired Options

[Build Your Vehicle](#) > [2021 Ford](#) > [F-150](#) > XL 4WD Reg Cab 8' Box 141" WB

**2021 Ford F-150 XL 4WD Reg Cab 8' Box 141" WB**

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[Click here to view Configuration Checklist](#)

[Click here to view Colors](#)

**OPTIONS**

**ENGINE**

State	Code	Description	MSRP
<input checked="" type="checkbox"/>	99B	ENGINE: 3.3L V6 PFDI, -inc: auto start-stop technology and flex-fuel capability (STD)	\$0
<input checked="" type="checkbox"/>	99P	ENGINE: 2.7L V6 ECOBOOST, -inc: auto start-stop technology, GVWR: 6,500 lbs Payload Package, 3.55 Axle Ratio	\$1195
<input checked="" type="checkbox"/>	995	ENGINE: 5.0L V8, -inc: auto start-stop technology and flex-fuel capability, 3.31 Axle Ratio, GVWR: 6,950 lbs Payload Package	\$1995
<input checked="" type="checkbox"/>	998	ENGINE: 3.5L V6 ECOBOOST, -inc: auto start-stop technology, 3.31 Axle Ratio, GVWR: 7,050 lbs Payload Package	\$2595

**TRANSMISSION**

State	Code	Description	MSRP
<input checked="" type="checkbox"/>	44G	TRANSMISSION: ELECTRONIC 10-SPEED AUTOMATIC, -inc: selectable drive modes: normal, ECO, sport, tow/haul, slippery, deep snow/sand and mud/rut (STD)	\$0

**WHEELS**

State	Code	Description	MSRP
<input checked="" type="checkbox"/>	64C	WHEELS: 17" SILVER STEEL, (STD)	\$0
<input checked="" type="checkbox"/>	64F	WHEELS: 17" SILVER PAINTED ALUMINUM	\$0
<input checked="" type="checkbox"/>	64H	WHEELS: 18" SILVER PAINTED ALUMINUM	\$0

**TIRES**

State	Code	Description	MSRP
<input checked="" type="checkbox"/>	---	TIRES: 265/70R17 OWL A/T, (STD)	\$0
<input type="checkbox"/>	T7C	TIRES: LT265/70R17C BSW A/T	\$295
<input checked="" type="checkbox"/>	T8C	TIRES: LT265/70R18C OWL A/T	\$0

**LET'S CHAT**



**PRIMARY PAINT**

State	Code	Description	MSRP
<input type="checkbox"/>	UM	AGATE BLACK METALLIC	\$0
<input type="checkbox"/>	GR	GREEN	\$660
<input type="checkbox"/>	MB	ORANGE	\$680
<input type="checkbox"/>	B1	SCHOOL BUS YELLOW	\$660
<input type="checkbox"/>	E4	VERMILLION RED	\$660
<input type="checkbox"/>	AT	YELLOW	\$660
<input type="checkbox"/>	PQ	RACE RED	\$0
<input type="checkbox"/>	E7	VELOCITY BLUE METALLIC	\$0
<input checked="" type="checkbox"/>	YZ	OXFORD WHITE	\$0
<input type="checkbox"/>	D1	STONE GRAY METALLIC	\$0
<input type="checkbox"/>	HX	ANTIMATTER BLUE METALLIC	\$0
<input type="checkbox"/>	M7	CARBONIZED GRAY METALLIC	\$0
<input type="checkbox"/>	JS	ICONIC SILVER METALLIC	\$0

**PAINT SCHEME**

State	Code	Description	MSRP
<input checked="" type="checkbox"/>	—	STANDARD PAINT	\$0

**SEAT TYPE**

State	Code	Description	MSRP
<input checked="" type="checkbox"/>	CS	BLACK W/MEDIUM DARK SLATE, CLOTH 40/20/40 FRONT SEAT, -inc: 2-way manual driver/passenger adjustment and armrest	\$0
<input type="checkbox"/>	AS	BLACK W/MEDIUM DARK SLATE, VINYL 40/20/40 FRONT SEAT	\$0

**AXLE RATIO**

State	Code	Description	MSRP
<input checked="" type="checkbox"/>	X26	3.73 AXLE RATIO, (STD)	\$0
<input checked="" type="checkbox"/>	X19	3.55 AXLE RATIO	\$0
<input checked="" type="checkbox"/>	X27	3.31 AXLE RATIO	\$0
<input checked="" type="checkbox"/>	XL3	ELECTRONIC LOCKING W/3.31 AXLE RATIO	\$420
<input checked="" type="checkbox"/>	XL9	ELECTRONIC LOCKING W/3.55 AXLE RATIO	\$470
<input type="checkbox"/>	XL6	ELECTRONIC LOCKING W/3.73 AXLE RATIO	\$570

**ADDITIONAL EQUIPMENT**

State	Code	Description	MSRP
<input type="checkbox"/>	85A	XL POWER EQUIPMENT GROUP, -inc: Power Door Locks, flip key and integrated key transmitter keyless-entry (Includes Autolock), MyKey, Power Glass Sideview Mirrors w/Black Skull Caps, heat and manual-folding, Power Front Windows, Power Tailgate Lock, Illuminated Entry, Perimeter Alarm	\$970
<input checked="" type="checkbox"/>	43A	FORD CO-PILOT360 2.0, -inc: Reverse Sensing System, Post-Collision Braking, BLIS w/Cross-Traffic Alert	\$655
<input checked="" type="checkbox"/>	55A	FX4 OFF-ROAD PACKAGE, -inc: Monotube Rear Shocks, Off-Road Tuned Front Shock Absorbers, Skid Plates, fuel tank, transfer case and front differential, Rock Crawl Mode, 4x4 FX4 Off-Road Bodyside Decal, Hill Descent Control	\$1005
<input checked="" type="checkbox"/>	86A	XL CHROME APPEARANCE PACKAGE, -inc: Wheels: 17" Silver Painted Aluminum, Fog Lamps (Fleet), Front & Rear Chrome Bumpers	\$775
<input checked="" type="checkbox"/>	53C	MAX TRAILER TOW PACKAGE, -inc: max towing capability up to TBD lbs, and upgraded rear bumper, Integrated Trailer Brake Controller, Class IV Trailer Hitch Receiver, towing capability up to TBD lbs, on 3.3L V6 PFDI engine (99B) and 2.7L EcoBoost engine (99P) or up to TBD lbs, on 3.5L EcoBoost engine (99B) and 5.0L V8 engine (99S), 7-pin wiring harness w/7-pin-to-4-pin adapter and smart trailer tow connector ( BLIS w/trailer tow coverage where BLIS is available.), Extended Range 36 Gallon Fuel Tank	\$1235
<input checked="" type="checkbox"/>	17T	TOW TECHNOLOGY PACKAGE, -inc: smart trailer tow connector and BLIS w/trailer tow coverage where BLIS is available, Integrated Trailer Brake Controller, 360 Degree Camera, trailer reverse guidance, Pro Trailer Backup Assist,	\$880

<input type="checkbox"/>	53A	TRAILER TOW PACKAGE, -inc: Towing capability up to TBD lbs, tailgate LED, Class IV Trailer Hitch Receiver, towing capability up to TBD lbs, on 3.3L V6 PFDI engine (99B) and 2.7L EcoBoost engine (99P) or up to TBD lbs, on 3.5L EcoBoost engine (998) and 5.0L V8 engine (995), 7-pin wiring harness w/7-pin-to-4-pin adapter and smart trailer tow connector ( BLIS w/trailer tow coverage where BLIS is available.), Integrated Trailer Brake Controller	\$975
<input checked="" type="checkbox"/>	622	2.7L V6 ECOBOOST PAYLOAD PACKAGE, -inc: 9.75" gearset, Electronic Locking w/3.73 Axle Ratio, GVWR: 6,800 lbs Payload Package	\$750
<input checked="" type="checkbox"/>	627	HEAVY-DUTY PAYLOAD PACKAGE, -inc: 9.75" gearset and upgraded springs, Wheels: 18" Silver Painted Aluminum, Electronic Locking w/3.73 Axle Ratio, Extended Range 36 Gallon Fuel Tank, GVWR: 7,850 lbs Payload Package, Tires: LT265/70R18C OWL A/T,	\$1695
<input type="checkbox"/>	425	50 STATE EMISSIONS	\$0
<input checked="" type="checkbox"/>	98G	CNG/PROPANE GASEOUS ENGINE PREP PACKAGE, -inc: hardened engine intake valves and valve seats and bi-fuel manifold, This package does not include CNG/Propane fuel tanks, lines, etc. Vehicle calibration reflash is required, from an external upfitter, to convert the vehicle to a CNG/Propane fueled vehicle. See Alternative Fuel Buyers Guide: www.ford.com/altfuelbuyersguide, Ford Motor Company does not provide an exhaust or evaporative emissions certificate w/this option when converted to use CNG or Propane fuel, Ford does not represent that a vehicle converted to use CNG or Propane will comply w/all applicable U.S. or Canadian safety standards, It is the responsibility of the final stage manufacturer (bodybuilder, installer, alterer or subsequent stage manufacturer) to determine that any vehicle converted to use CNG or Propane complies w/U.S. safety standards	\$315
<input type="checkbox"/>	41H	ENGINE BLOCK HEATER	\$90
<input type="checkbox"/>	53B	CLASS IV TRAILER HITCH RECEIVER, -inc: towing capability up to TBD lbs, on 3.3L V6 PFDI engine (99B) and 2.7L EcoBoost engine (99P) or up to TBD lbs, on 3.5L EcoBoost engine (998) and 5.0L V8 engine (995), 7-pin wiring harness w/7-pin-to-4-pin adapter and smart trailer tow connector ( BLIS w/trailer tow coverage where BLIS is available.)	\$205
<input type="checkbox"/>	67T	INTEGRATED TRAILER BRAKE CONTROLLER	\$275
<input type="checkbox"/>	413	SKID PLATES, -inc: fuel tank, transfer case and front differential	\$160
<input checked="" type="checkbox"/>	___	GVWR: 6,500 LBS PAYLOAD PACKAGE	\$0
<input checked="" type="checkbox"/>	___	GVWR: 6,800 LBS PAYLOAD PACKAGE	\$0
<input checked="" type="checkbox"/>	___	GVWR: 6,950 LBS PAYLOAD PACKAGE	\$0
<input checked="" type="checkbox"/>	___	GVWR: 7,050 LBS PAYLOAD PACKAGE	\$0
<input checked="" type="checkbox"/>	___	GVWR: 7,850 LBS PAYLOAD PACKAGE	\$0
<input type="checkbox"/>	655	EXTENDED RANGE 36 GALLON FUEL TANK	\$445
<input type="checkbox"/>	17C	FRONT & REAR CHROME BUMPERS	\$175
<input type="checkbox"/>	59S	LED SIDEVIEW MIRROR SPOTLIGHTS, -inc: high-intensity LED security approach lamps	\$175
<input type="checkbox"/>	54Y	MANUAL-FOLDING PWR GLASS TRAILER TOW MIRROR (FLT), -inc: Manually telescoping heated, turn signal and black skull caps	\$395
<input checked="" type="checkbox"/>	54Y	MANUAL-FOLDING HEATED PWR GLASS TRAILER TOW MIRROR, -inc: Manually telescoping, turn signal and black skull caps	\$395
<input checked="" type="checkbox"/>	54R	POWER GLASS HEATED SIDEVIEW MIRRORS, -inc: manual folding, turn signal and black skull caps, Auto-Dimming Rearview Mirror	\$305
<input type="checkbox"/>	924	REAR WINDOW FIXED PRIVACY GLASS	\$100
<input type="checkbox"/>	57Q	REAR WINDOW DEFROSTER	\$220
<input type="checkbox"/>	63T	TAILGATE STEP W/TAILGATE WORK SURFACE	\$430
<input type="checkbox"/>	153	FRONT LICENSE PLATE BRACKET, -inc: Standard in states requiring 2 license plates, optional to all others	\$0
<input type="checkbox"/>	18B	BLACK PLATFORM RUNNING BOARDS	\$250
<input type="checkbox"/>	96W	TOUGH BED SPRAY-IN BEDLINER	\$595
<input type="checkbox"/>	96P	PLASTIC DROP-IN BEDLINER	\$350
<input type="checkbox"/>	595	FOG LAMPS	\$140
<input type="checkbox"/>	94S	AMBER STROBE COLOR LED WARNING BEACONS, -inc: By Sound Off Signal, center high-mounted stop light bar and 2 roof mounted beacons that provide 360 degree visibility	\$600
<input type="checkbox"/>	942	DAYTIME RUNNING LAMPS, -inc: Non-controllable	\$45
<input type="checkbox"/>	94W	AMBER/WHITE STROBE COLOR LED WARNING BEACONS, -inc: By Sound Off Signal, center high-mounted stop light bar and 2 roof mounted beacons that provide 360 degree visibility	\$600
<input type="checkbox"/>	55B	BOXLINK, -inc: 4 premium locking cleats	\$80
<input type="checkbox"/>	87B	FORD COMMERCIAL GRAPHICS (6 SQUARE FEET), -inc: up to 6 square feet	\$250
<input type="checkbox"/>	87C	FORD COMMERCIAL GRAPHICS (10 SQUARE FEET), -inc: up to 10 square feet	\$300
<input type="checkbox"/>	87D	FORD COMMERCIAL GRAPHICS (18 SQUARE FEET), -inc: up to 18 square feet	\$400
<input type="checkbox"/>	87E	FORD COMMERCIAL GRAPHICS (25 SQUARE FEET), -inc: up to 25 square feet	\$525
<input type="checkbox"/>	87F	FORD COMMERCIAL GRAPHICS (40 SQUARE FEET), -inc: up to 40 square feet	\$675
<input type="checkbox"/>	87G	FORD COMMERCIAL GRAPHICS (55 SQUARE FEET), -inc: up to 55 square feet	\$825

<input type="checkbox"/>	87H	FORD COMMERCIAL GRAPHICS (70 SQUARE FEET), -inc: up to 70 square feet	\$0
<input type="checkbox"/>	90R	STOWABLE LOADING RAMPS	\$595
<input checked="" type="checkbox"/>	68P	SNOW PLOW PREP PACKAGE, -inc: "SnowPlow" mode button will disable (load shed) the following features to maintain required electrical charge margins during plow operation/use: onboard 400W outlet, fog lamps and heated/ventilated front-seats, SnowPlow button also activates relay to snowplow controls, Note: The F-150 snowplow installation is intended for residential/personal use only	\$50
<input type="checkbox"/>	582	RADIO: AM/FM SIRIUSXM W/360L, -inc: a three (3)-month prepaid subscription, Service is not available in Alaska and Hawaii Trial length and service availability may vary by model, model year or trim, Details: SiriusXM audio and data services each require a subscription sold separately, or as a package, by Sirius XM Radio Inc, Your SiriusXM service will automatically stop at the end of your trial unless you decide to subscribe, If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then- current rates, Fees and taxes apply, To cancel you must call SiriusXM at 1-866-635-2349, See SiriusXM Customer Agreement for complete terms at www.siriusxm.com, All fees and programming subject to change, Not all vehicles or devices are capable of receiving all services offered by SiriusXM, Current information and features may not be available in all locations, or on all receivers, Satellite and streaming lineups vary slightly, 2020 Sirius XM Radio Inc, Sirius, XM, SiriusXM and all related marks and logos are trademarks of Sirius XM Radio Inc	\$0
<input type="checkbox"/>	91P	8-WAY POWER DRIVER'S SEAT W/POWER LUMBAR	\$350
<input type="checkbox"/>	50S	CRUISE CONTROL	\$225
<input type="checkbox"/>	168	COLOR-COORDINATED CARPET W/CARPET FLOOR MATS (FLT)	\$145
<input checked="" type="checkbox"/>	168	COLOR-COORDINATED CARPET W/CARPETED FLOOR MATS	\$145
<input type="checkbox"/>	90B	ALUMINUM CROSSBED TOOLBOX BY WEATHER GUARD, -inc: Defender series	\$625
<input type="checkbox"/>	90P	PREMIUM ALUMINUM CROSSBED STORAGE TOOLBOX, -inc: By Weather Guard, (Model # 127-0-02)	\$795
<input type="checkbox"/>	96X	HARD FOLDING TONNEAU BOX COVER	\$995
<input type="checkbox"/>	96T	SOFT FOLDING TONNEAU BOX COVER	\$525
<input type="checkbox"/>	96J	RETRACTABLE TONNEAU PICKUP BOX COVER	\$995
<input type="checkbox"/>	76R	REVERSE SENSING SYSTEM	\$275
<input type="checkbox"/>	524	SYNC 4 W/ENHANCED VOICE RECOGNITION, -inc: 8" LCD capacitive touchscreen w/swipe capability, wireless phone connection, cloud connected, AppLink w/App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility, digital owners manual, conversational voice command recognition and connected navigation, Note: Navigation services require SYNC 4 and FordPass Connect (optional on select vehicles), complimentary connect service and the FordPass app (see FordPass Terms for details), Customer receives a complimentary 90-day trial of navigation services when an eligible vehicle is added to a member's FordPass account, Trial period begins on the new vehicle warranty start date, At the end of the complimentary period, navigation service will terminate, Connected service and features depend on compatible AT&T network availability, Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features, FordPass App, compatible w/select smartphone platforms, is available via a download, Message and data rates may apply, Radio: AM/FM SiriusXM w/360L, a three (3)-month prepaid subscription, Service is not available in Alaska and Hawaii Trial length and service availability may vary by model, model year or trim, Details: SiriusXM audio and data services each require a subscription sold separately, or as a package, by Sirius XM Radio Inc, Your SiriusXM service will automatically stop at the end of your trial unless you decide to subscribe, If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then- current rates, Fees and taxes apply, To cancel you must call SiriusXM at 1-866-635-2349, See SiriusXM Customer Agreement for complete terms at www.siriusxm.com, All fees and programming subject to change, Not all vehicles or devices are capable of receiving all services offered by SiriusXM, Current information and features may not be available in all locations, or on all receivers, Satellite and streaming lineups vary slightly, 2020 Sirius XM Radio Inc, Sirius, XM, SiriusXM and all related marks and logos are trademarks of Sirius XM Radio Inc	\$325
<input type="checkbox"/>	85H	BACK-UP ALARM SYSTEM	\$145
<input type="checkbox"/>	50M	INTERIOR WORK SURFACE	\$165
<input type="checkbox"/>	---	FLEET ADVERTISING CREDIT	\$0
<input checked="" type="checkbox"/>	---	EQUIPMENT GROUP 101A HIGH SAVINGS	\$-750
<input type="checkbox"/>	---	XL POWER EQUIPMENT GROUP SAVINGS	\$-500
<input checked="" type="checkbox"/>	---	XL CHROME APPEARANCE PACKAGE SAVINGS	\$-500

**OPTION PACKAGE**

State	Code	Description	MSRP
<input checked="" type="checkbox"/>	100A	EQUIPMENT GROUP 100A STANDARD	\$0
<input checked="" type="checkbox"/>	101A	EQUIPMENT GROUP 101A HIGH, -inc: Reverse Sensing System, XL Power Equipment Group, Power Door Locks, flip key and integrated key transmitter keyless-entry (includes Autolock), MyKey, Power Glass Sideview Mirrors w/Black Skull Caps, heat and manual-folding, Power Front Windows, Power Tailgate Lock, Illuminated Entry, Perimeter Alarm, Cruise Control	\$2080

Once you complete your build, an advisor will contact you to review your request

**PRICING SUMMARY**

<b>Base Price</b>	<b>MSRP</b>
<b>Manufacturer Destination Charge</b>	<b>\$33885</b>
<b>Total Options Price</b>	<b>\$1695</b>
<b>Total Price</b>	<b>\$0</b>
	<b>\$35580</b> ← MSRP only. Not your Sourcwell member price.

[View the Sourcwell Price Report](#)

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16d.  
12/01/2020

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 12/01/2020	SUBMITTED BY: Rich Severson	Finance Director
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>

SUBJECT:

Extension of Custom Farming Contracts for 2021

SYNOPSIS/BACKGROUND:

The city owns land that is held for future economic development and amenities for residents such as parks and recreation. An income stream can be achieved during the incubation period by custom farming the land. The contractor that has been performing the custom work has been an excellent steward of the land and generated income for the city. This agenda item extends his contracts: (1) Eleventh Extension to the Contract with Justin Thoms for Custom Farming to plant and harvest corn on the approximately 61 acres at 36th and Capehart Road in an amount not to exceed \$23,091.00 (\$20,992.18 plus 10% contingency). The number of tillable acres is expected to decline as the city puts the land to its intended use. (2) Eleventh Extension to the Contract with Justin Thoms for Custom Farming to plant and harvest soybeans on the approximately 62 acres near the Bellevue Sports Complex at Cunningham Road, west of Harlan Lewis Road, in an amount not to exceed \$12,155.00 (\$11,049.64 plus 10% contingency).

FISCAL IMPACT: +20,000 BUDGETED FUNDS? YES GRANT/MATCHING FUNDS? NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT? YES COUNTER-PARTY: Justin Thoms INTERLOCAL AGREEMENT: NO

CONTRACT DESCRIPTION: Group Insurance Plan

CONTRACT EFFECTIVE DATE: 01/01/2021 CONTRACT TERM: 1 Year CONTRACT END DATE: 12/31/2021

PROJECT NAME:

START DATE: FND DATE: PAYMENT DATE: INSURANCE REQUIRED: NO

CIP PROJECT NAME: CIP PROJECT NAME:

STREET DISTRICT NAME (S): STREET DISTRICT NUMBER (S):

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION

Approve the Eleventh Extension to the Contract with Justin Thoms for Custom Farming approximately 61 acres at 36th and Capehart Road in an amount not to exceed \$23,091.00 and the Eleventh Extension to the Contract with Justin Thoms for Custom Farming approximately 62 acres near the Bellevue Sports Complex in an amount not to exceed \$12,155.00 and waive Council Policy 4 requiring solicitation of bids and goods and services costing more than \$30,000.

ATTACHMENTS:

1	Eleventh Extension-61 Acres	2	Bid for Capehart Farm-61 Acres	3	Eleventh Extension-62 Acres
4	Bid for Sports Complex-62 Acres	5		6	

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*A. Bruce Roblin*  
*[Signature]*  
*[Signature]*

**Eleventh Extension to the Contract**

This Custom Farming Contract for the Capehart Farm property located at 36<sup>th</sup> and Capehart Road, Bellevue, Nebraska, originally dated April 8, 2009, and extended on February 12, 2010, and further extended on February 14, 2011, January 23, 2012, on November 26, 2012, on February 10, 2014, on March 9, 2015, on March 14, 2016, on March 13, 2017, on March 26, 2018, on March 11, 2019, and on January 21, 2020 shall be further extended from January 1, 2021 to December 31, 2021, at the rates and charges specified on the attached Attachment "A", which is hereby made a part of this contract.

Dated this \_\_\_\_ day of December, 2020.

ATTEST:

By: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

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

CITY OF BELLEVUE, Nebraska

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

CUSTOM OPERATOR

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

Title: \_\_\_\_\_  
(if corporation, partnership or LLC)

Attachment A

The bids below are given with the rough estimate of 61 acres of Corn for the Caphart farm. 11/18/2020

61 acres

Operation	Unit	Rate	Total Billed	Notes
Spring/Fall field prep/maintenance; Push back and trim fallen trees Repairing water erosion Field cultivating rough areas	Hr	\$100.00	\$300	This is the amount not to exceed
Fertilizer & application. (\$96 +\$21 app)	Acre	\$117.00	\$7,137.00	150lbs Nitrogen, 135lbs 11-52, 10lbs sulfur, 5lbs zinc all injected into the ground to prevent any runoff or water contamination.
Corn Seed – (\$75 seed+\$17.5 app)	Acre	\$92.50	\$5,642.50	Roundup Ready corn at 25k seeds per acre
Pre-emerge Corn herbicide application of 1 qt Sure Start, 1lbs of Atrazine, 12oz of 2-4-D/6 (\$19.74 + \$7.50 app)	Acre	\$27.24	\$1,661.64	
Post spraying of Corn, 3oz Mesotrione, 32oz Roundup, 1pt Atrazine (\$13.64 + \$7.50 app)	Acre	\$21.14	\$1,289.54	
Combine crops	Acre	\$34	\$2,074.00	
Hauling to local elevators (estimated 150bu/acre for corn, 50bu/acre for soybeans)	Bu	\$0.25	\$2,287.50	
Mowing of waterways and the 9 acres along 40 <sup>th</sup> street once in the summer.	Hr	\$100	\$600	
		<b>Estimated TOTAL:</b>	<b>\$20,992.18</b>	Not to exceed \$23,091.00

Any additional spraying for Aphids, Rust, etc will be the cost of the chemical plus \$7.50 application

Contact Justin Thoms at 402-658-1929 with any questions.

**Eleventh Extension to the Contract**

This Custom Farming Contract for the 62 acre parcel located at the Bellevue Sports Complex, Bellevue, Nebraska, originally dated February 12, 2010, and extended on February 14, 2011, and further extended on January 23, 2012, November 26, 2012, on February 10, 2014, on March 9, 2015, on March 14, 2016, on February 13, 2017, on March 26, 2018, on March 11, 2019, and on January 21, 2020 shall be further extended from January 1, 2021 to December 31, 2021, at the rates and charges specified on the attached Attachment "B", which is hereby made a part of this contract.

Dated this \_\_\_\_ day of December, 2020.

CITY OF BELLEVUE, Nebraska

ATTEST:

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

By: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

CUSTOM OPERATOR

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

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
(if corporation, partnership or LLC)

Attachment B

The bids below are given with the rough estimate of 62 acres of Soybeans located at the Bellevue Sports Complex. 11/18/2020  
62 acres

Operation	Unit	Rate	Total Billed	Notes
Spring/Fall field prep/maintenance; Push back and trim fallen trees Repairing water erosion Field cultivating rough areas	Hr	\$100.00	\$0	None needed at this farm for 2021.
Fertilizer & application. (\$0 +\$21 app)	Acre	\$0.00	\$0.00	Not needed for Soybeans, we injected it with the Corn fertilizer.
Soybean Seed – (\$47 seed+\$17.5 app)	Acre	\$64.50	\$3,999.00	Enlist soybeans at 140K per acre, non-treated
Pre-emerge Soybean herbicide application of 3oz Fierce, 1 qt Roundup PowerMax, 12oz of 2-4-D/6 (\$24.11 + \$7.50 app)	Acre	\$31.61	\$1,959.82	
Post spraying of Soybeans; 1qt EnlistOne, 10oz Clethodim, 48 oz Roundup (\$28.11 + \$7.50 app)	Acre	\$35.61	\$2,207.82	
Combine crops	Acre	\$34	\$2,108.00	
Hauling to local elevators (estimated 150bu/acre for corn, 50bu/acre for soybeans)	Bu	\$0.25	\$775.00	
Mowing of waterways	Hr	\$100	\$0	None at this farm
		<b>Estimated TOTAL:</b>	<b>\$11,049.64</b>	Not to exceed \$12,155.00

Any additional spraying for Aphids, Rust, etc will be the cost of the chemical plus \$7.50 application

Contact Justin Thoms at 402-658-1929 with any questions.

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 12/1/20	SUBMITTED BY: Jim Ristow, City Administrator	Bree Robbins, Legal
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>

SUBJECT:

Settlement Agreement with Todd Addison.

SYNOPSIS/BACKGROUND:

Settlement Agreement with Todd Addison as a result of matters heard and decided by an Arbitrator after Todd Addison grieved an employment matter with the City of Bellevue. Payment of \$150,000 due immediately and then \$250,000 payable in equal monthly payments spread out over 10 years.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

RECOMMENDATION:

Authorize and approve the Mayor to sign Release and Settlement Agreement for Todd Addison and the BPMA.

ATTACHMENTS:

1. <input type="text" value="Release and Settlement"/>	2. <input type="text"/>	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM: \_\_\_\_\_

FINANCE APPROVAL AS TO FORM: \_\_\_\_\_

ADMINISTRATOR APPROVAL AS TO FORM: \_\_\_\_\_

*Bree Robbins*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_

## RELEASE AND SETTLEMENT AGREEMENT

This Release and Settlement Agreement (hereinafter "Agreement") is made by and between Todd Addison (hereinafter "Todd"), the Bellevue Professional Management Association (hereinafter "BPMA") and the City of Bellevue (hereinafter "City"). Collectively referred to as the "Parties".

WHEREAS, Todd was employed with the City of Bellevue as Park Foreman II prior to being terminated effective August 13, 2019.

WHEREAS, Todd and the BPMA grieved the termination of Todd and the matter was set for binding arbitration in August 2020.

WHEREAS, the arbitrator issued an Award ordering the reinstatement of Todd to the same position and ordered the termination be converted to a 5-day unpaid suspension.

WHEREAS, pursuant to the terms of this Agreement, the Parties desire to settle all pending matters by agreeing to a monetary settlement in lieu of reinstatement.

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

1. This Agreement shall not be construed as an admission of liability or wrongdoing by Todd, the City, the BPMA or any other individual, organization, or entity.
2. In consideration of Todd and the BPMA's acknowledgments and agreements set forth in this Agreement, the City agrees to provide Todd the following:
  - a. Following the approval of this Agreement, the City shall pay Todd one-hundred and fifty thousand dollars (\$150,000), less applicable withholdings, within fourteen days. Said payment shall be made in the form of taxable wages and will be reported by the City on a Form W-2.
  - b. Following the approval of this Agreement and beginning on the first day of January, 2021 and continuing on the first day of each month until set forth below, the City shall pay Todd an additional total gross amount of two-hundred and fifty thousand dollars (\$250,000) payable in equal monthly payments (the gross amount of \$2,083.33) spread out over ten (10) years, less all applicable withholdings. The final annuity payment will be paid in December 2030. Said payments shall be made in the form of taxable wages and will be reported by the City on a Form W-2.
  - c. But for the Parties' settlement as set forth in this Agreement, Todd would otherwise be reinstated to a Park Foreman II position within the City. In consideration for the settlement and for good and valuable consideration including, Todd and the BPMA

agree that Todd will accept payment as outlined above in lieu of being reinstated to any position with the City and full and complete settlement and release of any and all current or future claims against the City. Todd further waives any claims for employment or reemployment and will not reapply for or be reinstated to employment with the City.

3. Todd and the BPMA shall not receive any additional benefits not specifically outlined herein.
4. Todd acknowledges that he has received a copy of this Agreement prior to signing the same and, after receiving a copy, has been given a reasonable period of time in which to consider the Agreement and discuss it with his own counsel of choosing prior to signing the same. The Parties agree and understand that Todd was not provided legal advice on this matter by the City nor was he provided tax advice on any tax implications for any benefits or tax penalties for payments associated herein. The City agrees it has had the opportunity to review this Agreement prior to approving the same.
5. Todd and the BPMA warrant that they are entering into this Agreement freely and voluntarily. Todd and the BPMA represent and certify that they have carefully read and fully understand all of the provisions and effects of this Agreement. The Parties agree that except for the representations made in this Agreement, it is understood and expressly agreed that the Parties rely solely on their own independent analysis of the facts and claims as presented. This Agreement contains the entire agreement between the Parties and unless contained herein, no representation shall be admissible to establish any inducement to enter into this Agreement. This Agreement may not be modified or supplemented except by a written instrument signed by each of the Parties.
6. As a material inducement to the City to enter into this Agreement, Todd and the BPMA agree to release and forever discharge the City, its current and former employees, elected officials, attorneys, insurers, representatives or agents (collectively the "City Released Parties") from any and all claims, damages, actions, causes of actions, demands, liabilities, and suits of any kind whatsoever they have or may have against the City, whether known or unknown, contingent or non-contingent, up to the date and time they execute this Agreement, including, but not limited to, those arising under the common law, under federal, state, and local statute, law, ordinance, code, regulation and/or policy that in any manner relate to Todd's employment or relationship with the City. This release includes, but is not limited to, all claims for damages, costs, injuries, attorney's fees, expenses, compensation, back pay, front pay, pain and suffering, emotional distress, consequential damages, special damages, and punitive damages, of every kind and nature whatsoever. Todd will indemnify, defend, and hold the City

Released Parties harmless from any damages, including without limitation, attorney's fees, if any of them are threatened to be sued or sued by Todd or Todd's assignee with respect to any of the claims Todd released in this Agreement. The City likewise agrees to release and forever discharge Todd and the BPMA and its current and former representatives or agents from any and all claims, damages actions, causes of action, demands, liabilities, and suits of any kind whatsoever the City may have against them, whether known or unknown, contingent or non-contingent, up to the date and time the City executes this Agreement, including, but not limited to, those arising under the common law, under federal, state, and local statute, law, ordinance, code, regulation and/or policy that in any matter relate to Todd's employment or relationship with the City.

7. The Parties understand and agree that the overriding and controlling intent of this Agreement is to accomplish a full release of all claims or actions Todd or the BPMA have or may have had against the City for any wrongful, unlawful or unfair act or omission up to and including the date they execute this Agreement and to avoid continued potential litigation, arbitration, or personnel issues involving legal disputes so long as Todd is employed with the City.
8. This Agreement shall in all respects be interpreted, enforced, and governed under the laws of the State of Nebraska.
9. This Agreement shall be binding upon and inure to the benefit of Todd and his heirs, executors, administrators, successors, and assigns, and the City and its past and present corporate and political officers, directors, council members and attorneys. Should any provision of this Agreement be declared or be determined by any court of competent jurisdiction to be illegal, invalid, void or unenforceable, the legality, validity, and enforceability of the remaining parts, terms or provisions shall not be affected thereby, and any said illegal, unenforceable or invalid part, term or provision shall be deemed not to be a part of this Agreement. Provided, however, should any economic distributions to Todd under this Agreement be altered, vacated or released, any release by Todd shall be null and void at the City's sole discretion.
10. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the drafting of any provision of this Agreement.
11. The Parties agree that the City shall pay \$4,566.10 to Arbitrator Gordon for the Union's

Share of the arbitration fees. The Parties further agree that the City shall pay \$5,000.00 to John Corrigan for attorney fees. These payments shall be made within fourteen (14) days of the date of approval of this Agreement. The Parties acknowledge that they are responsible for all other costs not specifically outlined herein.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK  
SIGNATURE PAGES FOLLOW**



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

Signed:

\_\_\_\_\_  
President of the BPMA

\_\_\_\_\_  
Date

Signed:

\_\_\_\_\_  
Attorney for Todd and the BPMA

\_\_\_\_\_  
Date

STATE OF NEBRASKA    )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of December, 2020 before me, the undersigned, a Notary Public duly commissioned and qualified for said county, personally came \_\_\_\_\_ and \_\_\_\_\_, to me personally known to be the identical person whose name is affixed to the foregoing instrument who acknowledged the same to be his voluntary act and deed on behalf of herself.

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

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

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

CITY OF BELLEVUE

ATTEST:

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

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

STATE OF NEBRASKA    )  
                                  ) ss.  
COUNTY OF SARPY     )

On this \_\_\_\_\_ day of December 2020 before me, the undersigned, a Notary Public duly commissioned and qualified for said county, personally came Rusty Hike, Mayor and Susan Kluthe, City Clerk, respectively, of the City of Bellevue, a Nebraska Municipal Corporation, to me personally known to be the identical persons whose names are affixed to the foregoing instrument who acknowledged the same to be their voluntary act and deed on behalf of said corporation.

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

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

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 12/1/20	SUBMITTED BY: Jim Ristow, City Administrator	Bree Robbins, Legal
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>

SUBJECT:

Settlement Agreement with Chadd Addison.

SYNOPSIS/BACKGROUND:

Settlement Agreement with Chadd Addison as a result of matters heard and decided by an Arbitrator after Chadd Addison grieved a layoff with the City of Bellevue. Payment of \$150,000 due immediately and then \$150,000 payable in equal monthly payments spread out over 5 years.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?:  COUNTER-PARTY:  INTERLOCAL AGREEMENT:

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE:  CONTRACT TERM:  CONTRACT END DATE:

PROJECT NAME:

START DATE:  END DATE:  PAYMENT DATE:  INSURANCE REQUIRED:

CIP PROJECT NAME:  CIP PROJECT NUMBER:

STREET DISTRICT NAME (S):  STREET DISTRICT NUMBER (S):

ACCOUNTING DISTRIBUTION CODE:  ACCOUNT NUMBER:

RECOMMENDATION:

Authorize and approve the Mayor to sign Release and Settlement Agreement for Chadd Addison and the BPMA.

ATTACHMENTS:

1. Release and Settlement	2. <input type="text"/>	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:



FINANCE APPROVAL AS TO FORM:



ADMINISTRATOR APPROVAL AS TO FORM:



## RELEASE AND SETTLEMENT AGREEMENT

This Release and Settlement Agreement (hereinafter "Agreement") is made by and between Chadd Addison (hereinafter "Chadd"), the Bellevue Professional Management Association (hereinafter "BPMA") and the City of Bellevue (hereinafter "City"). Collectively referred to as the "Parties".

WHEREAS, Chadd was employed with the City of Bellevue as Park Foreman II prior to being laid off effective May 24, 2019 due to a position elimination in the Parks Department.

WHEREAS, Chadd and the BPMA grieved the layoff of Chadd and the matter was set for binding arbitration in December 2019.

WHEREAS, the arbitrator issued an Award ordering the reinstatement of Chadd to the same or similar position and awarded back pay and benefits for Chadd. The City appealed said Award to the District Court and the court confirmed the Award in September 2020.

WHEREAS, pursuant to the terms of this Agreement, the Parties desire to settle all pending matters by agreeing to a monetary settlement in lieu of reinstatement.

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

1. This Agreement shall not be construed as an admission of liability or wrongdoing by Chadd, the City, the BPMA or any other individual, organization, or entity.
2. In consideration of Chadd and the BPMA's acknowledgments and agreements set forth in this Agreement, the City agrees to provide Chadd the following:
  - a. Following the approval of this Agreement, the City shall pay Chadd one-hundred and fifty thousand dollars (\$150,000), less applicable withholdings, within fourteen days. Said payment shall be made in the form of taxable wages and will be reported by the City on a Form W-2.
  - b. Following the approval of this Agreement and beginning on the first day of January, 2021 and continuing on the first day of each month until set forth below, the City shall pay Chadd an additional total gross amount of one-hundred and fifty thousand dollars (\$150,000) payable in equal monthly payments (the gross amount of \$2,500) spread out over five (5) years, less all applicable withholdings. The final annuity payment will be paid in December 2025. Said payments shall be made in the form of taxable wages and will be reported by the City on a Form W-2.
  - c. But for the Parties' settlement as set forth in this Agreement, Chadd would otherwise be reinstated to a Park Foreman II or other similar position within the

City and be afforded other back wages and benefits as awarded by the arbitrator. In consideration for the settlement and for good and valuable consideration including, Chadd and the BPMA agree that Chadd will accept payment as outlined above in lieu of being reinstated to any position with the City and full and complete settlement and release of any and all current or future claims against the City. Chadd further waives any claims for employment or reemployment and will not reapply for or be reinstated to employment with the City.

3. Chadd and the BPMA shall not receive any additional benefits not specifically outlined herein.
4. Chadd acknowledges that he has received a copy of this Agreement prior to signing the same and, after receiving a copy, has been given a reasonable period of time in which to consider the Agreement and discuss it with his own counsel of choosing prior to signing the same. The Parties agree and understand that Chadd was not provided legal advice on this matter by the City nor was he provided tax advice on any tax implications for any benefits or tax penalties for payments associated herein. The City agrees it has had the opportunity to review this Agreement prior to approving the same.
5. Chadd and the BPMA warrant that they are entering into this Agreement freely and voluntarily. Chadd and the BPMA represent and certify that they have carefully read and fully understand all of the provisions and effects of this Agreement. The Parties agree that except for the representations made in this Agreement, it is understood and expressly agreed that the Parties rely solely on their own independent analysis of the facts and claims as presented. This Agreement contains the entire agreement between the Parties and unless contained herein, no representation shall be admissible to establish any inducement to enter into this Agreement. This Agreement may not be modified or supplemented except by a written instrument signed by each of the Parties.
6. As a material inducement to the City to enter into this Agreement, Chadd and the BPMA agree to release and forever discharge the City, its current and former employees, elected officials, attorneys, insurers, representatives or agents (collectively the "City Released Parties") from any and all claims, damages, actions, causes of actions, demands, liabilities, and suits of any kind whatsoever they have or may have against the City, whether known or unknown, contingent or non-contingent, up to the date and time they execute this Agreement, including, but not limited to, those arising under the common law, under federal, state, and local statute, law, ordinance, code, regulation and/or policy that in any manner relate to Chadd's employment or relationship with the City. This release includes, but is not limited to, all claims for damages, costs, injuries, attorney's fees, expenses, compensation, back pay, front pay,

pain and suffering, emotional distress, consequential damages, special damages, and punitive damages, of every kind and nature whatsoever. Chadd will indemnify, defend, and hold the City Released Parties harmless from any damages, including without limitation, attorney's fees, if any of them are threatened to be sued or sued by Chadd or Chadd's assignee with respect to any of the claims Chadd released in this Agreement. The City likewise agrees to release and forever discharge Chadd and the BPMA and its current and former representatives or agents from any and all claims, damages actions, causes of action, demands, liabilities, and suits of any kind whatsoever the City may have against them, whether known or unknown, contingent or non-contingent, up to the date and time the City executes this Agreement, including, but not limited to, those arising under the common law, under federal, state, and local statute, law, ordinance, code, regulation and/or policy that in any matter relate to Chadd's employment or relationship with the City.

7. The Parties understand and agree that the overriding and controlling intent of this Agreement is to accomplish a full release of all claims or actions Chadd or the BPMA have or may have had against the City for any wrongful, unlawful or unfair act or omission up to and including the date they execute this Agreement and to avoid continued potential litigation, arbitration, or personnel issues involving legal disputes so long as Chadd is employed with the City.
8. This Agreement shall in all respects be interpreted, enforced, and governed under the laws of the State of Nebraska.
9. This Agreement shall be binding upon and inure to the benefit of Chadd and his heirs, executors, administrators, successors, and assigns, and the City and its past and present corporate and political officers, directors, council members and attorneys. Should any provision of this Agreement be declared or be determined by any court of competent jurisdiction to be illegal, invalid, void or unenforceable, the legality, validity, and enforceability of the remaining parts, terms or provisions shall not be affected thereby, and any said illegal, unenforceable or invalid part, term or provision shall be deemed not to be a part of this Agreement. Provided, however, should any economic distributions to Chadd under this Agreement be altered, vacated or released, any release by Chadd shall be null and void at the City's sole discretion.
10. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the drafting of any provision of this Agreement.

11. The parties acknowledge that they are responsible for their own costs, including attorneys' fees, if any, except as otherwise provided herein.

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SIGNATURE PAGES FOLLOW**



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

Signed:

\_\_\_\_\_  
President of the BPMA

\_\_\_\_\_  
Date

Signed:

\_\_\_\_\_  
Attorney for Chadd and the BPMA

\_\_\_\_\_  
Date

STATE OF NEBRASKA    )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of December, 2020 before me, the undersigned, a Notary Public duly commissioned and qualified for said county, personally came \_\_\_\_\_ and \_\_\_\_\_, to me personally known to be the identical person whose name is affixed to the foregoing instrument who acknowledged the same to be his voluntary act and deed on behalf of herself.

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

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

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

CITY OF BELLEVUE

ATTEST:

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

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

STATE OF NEBRASKA    )  
                                  ) ss.  
COUNTY OF SARPY     )

On this \_\_\_\_\_ day of December 2020 before me, the undersigned, a Notary Public duly commissioned and qualified for said county, personally came Rusty Hike, Mayor and Susan Kluthe, City Clerk, respectively, of the City of Bellevue, a Nebraska Municipal Corporation, to me personally known to be the identical persons whose names are affixed to the foregoing instrument who acknowledged the same to be their voluntary act and deed on behalf of said corporation.

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

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

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16g.  
12/01/2020

COUNCIL MEETING DATE: 12/1/20	SUBMITTED BY: Mark Elbert, CDD	Bree Robbins, Legal
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>

SUBJECT:

AVI Systems Inc., sales agreement for the Emergency Operation Center, AVI Systems, Tighrope Media and Broadcast Pix, pending CARES ACT funding approval. ✓

SYNOPSIS/BACKGROUND:

AVI Systems Support Proposal consist of extending support (with Hardware, Custom Software, Labor, Preventative Maintenance, etc (Terms below in Customer Care Entitlement Matrix). Term of this coverage is for 60 months. This includes 24 environments listed below. The Council Chambers room will receive regular preventative maintenance visits with all other locations covered as a "will call" status. New Coverage dates: 2/29/2020 -thru- 2/28/2021. Broadcast Pix Manufacturer Support residing in Council Chambers, coverage of 5 years. Tighrope Media Systems Manufacturer Support - cablecast in Council Chambers, support for five years.

FISCAL IMPACT: 118,496.98 BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?: YES

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES	COUNTER-PARTY: AVI	INTERLOCAL AGREEMENT: NO
CONTRACT DESCRIPTION: AVI Systems Inc.		
CONTRACT EFFECTIVE DATE: 2/29/21	CONTRACT TERM: 5 years	CONTRACT END DATE: 2/28/26
PROJECT NAME: AVI Systems - Contract Renewal of 24 rooms		
START DATE: 2/29/21	END DATE: 2/28/26	PAYMENT DATE: <input type="text"/> INSURANCE REQUIRED: NO
CIP PROJECT NAME: <input type="text"/>	CIP PROJECT NUMBER: <input type="text"/>	
STREET DISTRICT NAME (S): <input type="text"/>	STREET DISTRICT NUMBER (S): <input type="text"/>	
ACCOUNTING DISTRUBUTION CODE: <input type="text"/>	ACCOUNT NUMBER: <input type="text"/>	

RECOMMENDATION:

Authorize and approve the Mayor to sign the Retail Sales Agreement with AVI in the amount of \$118,496.98 for continued support from AVI and contract renewals of 24 rooms through 2/28/26, pending CARES ACT funding.

ATTACHMENTS:

1. RSA 10.30.20	2. <input type="text"/>	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*A. B. Robbins*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_



# Retail Sales Agreement

AVI Systems Inc., 5055 S 111th St Omaha, NE, 68137-2339 | Phone: (402)593-6500, Fax: (402)593-8500

Proposal Number: 1034094  
Prepared For: Bellevue, City of  
Attn: Phil Davidson

Proposal Date: October 30, 2020  
**City of Bellevue Service Contract Renewals of 24 Rooms  
(AVI Systems, Tightrope Media and Broadcast Pix)  
(2/29/2021 - 2/28/2026)**

Prepared By: Kevin Keller  
Phone: (402)384-4563  
Email: kevin.keller@avisystems.com

## BILL TO

Attn: Phil Davidson  
Bellevue, City of  
1500 Wall Street  
Bellevue, NE, 68005  
Phone: (402)293-3000  
Email: phil.davidson@bellevue.net  
Customer Number: 9552

## SITE

Attn: Tahnee King  
Bellevue, City of  
1500 Wall Street  
Bellevue, NE, 68005  
Phone: (402)682-6157  
Email: tahnee.king@bellevue.net

## COMMENTS

## PRODUCTS AND SERVICES SUMMARY

Equipment	\$38,786.98
Integration	\$0.00
PRO Support	\$79,525.00
Shipping & Handling	\$185.00
Tax	\$0.00
<b>Grand Total</b>	<b>\$118,496.98</b>

Unless otherwise specified. The prices quoted reflect a discount for a cash payment (i.e., check, wire transfer) made by Customer in full within the time stated for payment on each invoice. Discount only applies to new items included on the invoice, and only applies if the balance on the invoice is paid in full.

All returned equipment is subject to a restocking charge. The prices are valid for 30 days and may be locked in by signing this Retail Sales Agreement.

Overdue balances are subject to a finance charge of 1.5% per month, or interest at the highest rate permitted by applicable law. In the event AVI must pursue collection of unpaid invoices, Customer agrees to pay all of AVI's costs of collection, including its attorneys' fees.

## INVOICING AND PAYMENT TERMS

Customer and AVI have agreed on the payment method of ON ACCOUNT. Payment must be remitted by stated method. To the extent Customer seeks to use of any payment methods other than stated, and that payment method results in an increased transaction cost to AVI, the new payment must be approved in writing, and the Customer shall be responsible for paying the increased transaction cost to AVI associated with the change in payment method. Payments shall be made 30 days from invoice date. So long as the invoice has been sent and the Customer's payment is made within the terms work will continue.

AVI uses progress billing, and invoices for equipment and services allocated to the contract on a monthly basis. Unless otherwise specified, all items quoted (goods and services) as well as applicable out of pocket expenses (permits, licenses, shipping, etc.) are invoiced in summary (including applicable sales taxes due for each category of invoiced items).

Customer is to make payments to the following "Remit to" address:

AVI Systems  
NW8393 PO Box 1450  
Minneapolis, MN 55485-8393

If Payment Method is ACH: Customer must make all payments in the form of bank wire transfers or electronic funds transfers through an automated clearinghouse with electronic remittance detail, in accordance with the payment instructions AVI Systems provides on its invoice to Customer.

A monthly summary of detailed equipment received is available upon request. Equipment received may be different than equipment billed based on agreed billing method.

**TAXES AND DELIVERY**

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Unless stated otherwise in the "Products and Services Summary" above, AVI will add and include all applicable taxes, permit fees, license fees, and delivery charges to the amount of each invoice. Taxes will be calculated according to the state law(s) in which the product(s) and/or service(s) are provided. Unless Customer provides a valid tax exemption certificate for any tax exemption(s) claimed, AVI shall invoice for and collect all applicable taxes in accordance with state law(s), and Customer will be responsible for seeking a tax credit/refund from the applicable taxing authority.

**AGREEMENT TO QUOTE AND DOCUMENTS CONSTITUTING YOUR CONTRACT WITH AVI**

---

Customer hereby accepts the above quote for goods and/or services from AVI. When duly executed and returned to AVI, AVI's Credit Department will check Customer's credit and approve the terms. After approval by AVI's Credit Department and signature by AVI, this Retail Sales Agreement will, together with the [AVI General Terms & Conditions](http://www.avisystems.com/TermsOfSale) (which can be found at <http://www.avisystems.com/TermsOfSale>) form a binding agreement between Customer and AVI. (This Retail Sales Agreement and the AVI General Terms & Conditions of Sale (the "T&Cs") are referred to collectively as the "Agreement"). If not defined in this Agreement, all capitalized terms shall have the meaning given to them in the T&Cs. Should AVI's Credit Department determine at any point prior to AVI commencing work that Customer's credit is not adequate, or should it otherwise disapprove of the commercial terms, AVI reserves the right to terminate the Agreement without cause and without penalty to AVI.

**AGREED AND ACCEPTED BY**

---

Company	<b>AVI Systems, Inc.</b> Company
Signature	Signature
Printed Name	Printed Name
Date	Date

**CONFIDENTIAL INFORMATION**

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The company listed in the "Prepared For" line has requested this confidential price quotation, and shall be deemed "Confidential Information" as that term is defined in the T&Cs. This information and document is confidential and is intended solely for the private use of the customer identified above. Customer agrees it will not disseminate copies of this quote to any third party without the prior written consent of AVI. Sharing a copy of this quote, or any portion of the Agreement with any competitor of AVI is a violation of this confidentiality provision. If you are not the intended recipient of this quote (i.e., the customer), you are not properly in possession of this document and you should immediately destroy all copies of it.

**SERVICES TO BE PROVIDED**

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**SYSTEM SUPPORT AGREEMENT (SSA) – RENEWAL**

**Coverage Dates:**  
2/29/2021 – 2/28/2026

**Customer:**  
City of Bellevue

**Recertification Contact:**  
Staci Nelson

**Site:**  
Bellevue, City of  
1500 Wall Street  
Bellevue, NE 68005

**AVI Systems Support:**

Proposal consist of extending support (with Hardware, Custom Software, Labor, Preventative Maintenance, etc (Terms below in Customer Care Entitlement Matrix). Term of this coverage is for 60 months. This includes 24 environments listed below. The Council Chambers room will receive regular preventative maintenance visits with all other locations covered as a “will call” status.

**New Coverage dates: 2/29/2020 -thru- 2/28/2021**

*\*\*Additional Manufacturer Support provided by Broadcast Pix and Tightrope Media Systems (both reside within Council Chambers environment) are also describe below in this proposal and are included as itemized line items in the quote details.*

**Covered Systems:**

<u>System ID</u>	<u>Description</u>
A1044648	1st Flr, Conference Room 109
A1044649	1st Flr, Council Chamber
A1044663	1st Flr, Office 113
A1044664	1st Flr, Office 114
A1044665	1st Flr, Office 115
A1052000	1st Flr, Office 126
A1052001	1st Flr, Office 127
A1044651	1st Flr, Room 101 (Main Lobby)
A1044647	1st Flr, Room 105 (Clerk Reception Area)
A1044652	1st Flr, Room 106 (Clerks Office)
A1044650	1st Flr, Room 112 (HR Reception Area)
A1044654	1st Flr, Room 122 (Training Room)
A1044653	1st Flr, Room 128 (Studio/Overflow Room)
A1044656	2nd Flr, Conference Room 209
A1044657	2nd Flr, Conference Room 218
A1044658	2nd Flr, Conference Room 225
A1044668	2nd Flr, Office 206
A1044669	2nd Flr, Office 207
A1044670	2nd Flr, Office 208
A1044671	2nd Flr, Office 215
A1044672	2nd Flr, Office 216
A1044661	2nd Flr, Room 204 (Mayor Reception Area)
A1044660	2nd Flr, Room 211 (Finance Reception Area)
A1044655	2nd Flr, Room 227 (Break Room)

## **Broadcast Pix Manufacturer Support (Residing in Council Chambers):**

Customers' existing Broadcast Pix Granite Video Switcher (SN# GSC8289) and 2000 1ME Controller (Manufactured by Broadcast Pix) resides on a Windows 7 Operating System that Microsoft has retired and is no longer supported leaving security vulnerabilities.

Broadcast Pix has proposed an upgrade path included in this proposal to acquire a server appliance running Windows 10 Operating system with Broadcast Pix software. This proposal reflects the purchase of a new "GX series switcher" that Broadcast Pix is providing a significant trade-in value to assist with the transition. A 5-year Hardware and Software support model is provided on the new switcher confirming it will be supported by the manufacturer for the term. The legacy 2000 1ME Controller will be included in this coverage as well.

AVI System will provide onsite Engineering assistance for Customer to backup and transfer custom configurations of the legacy switcher and help customer transfer to the new device. AVI will provide onsite removal and installation of the chassis and include all shipping/return fees.

**New Coverage dates: 5 years (60 months) thru approximately 2/28/2026 (pending actual purchase date of server)**

### **Covered Systems:**

A1094240 Broadcast Pix Maintenance Agreement

## **Tightrope Media Systems Manufacturer Support (Residing Cablecast in Council Chambers):**

### **Tightrope Hardware Support:**

Customer has (3) Hardware components within their cablecast environment that have existing Hardware support until 2/1/2023 (which is the maximum allotted term offered by the manufacturer)

Hardware Assurance for CBL-Flex2 (Existing thru 2./1/2023 -EOL for Hardware)  
Hardware Assurance for CG340 & 440 Pro (Existing thru 2./1/2023 -EOL for Hardware)

### **Tightrope Software / Phone / Remote Support:**

This proposal includes extending **Tightrope Cablecast Software and Phone support on the environment thru a term of 2/28/2026**. Note, this software support will continue past the hardware support ending on 2/1/2023.

### **Covered Systems:**

A1094241 Tightrope Media Maintenance Agreement

*\*\*it will be recommended in later CY23/24 that customer may consider budgeting for life cycle of the Tightrope Hardware Infrastructure to a more contemporary solution that is expected to be released at that time by the manufacturer.*

**CUSTOMER CARE SERVICES TO BE PROVIDED**

Customer Care is the ongoing care and maintenance services delivered to keep your System(s) functioning as originally designed and installed. AVI Systems will perform the services below, as further described in Definitions, for covered Systems.

Customer Care Entitlement Matrix					
Entitlement	Definition	System Support			Service Level
Incident Management	AVI Systems provides Priority Support to troubleshoot, remediate, and escalate all Incidents through to resolution.	Included			Remote initiation within two (2) business hours, Monday through Friday during standard hours (8am-5pm local time, excluding holidays)
Remote Support	AVI Systems provides remote Priority Support for supported systems to diagnose and resolve incidents.	Included			Remote response within (8) business hours, Monday through Friday during standard hours (8am-5pm local time, excluding holidays)
Onsite Support	AVI Systems provides Priority Support for technician dispatch to the client location to diagnose and resolve an Incident.	Included			Onsite response within eight (8) business hours, Monday through Friday during standard hours (8am-5pm local time, excluding holidays)
Advanced Parts Replacement	AVI Systems provides advanced replacement of failed hardware components. Does not include Consumables or Obsolete Equipment.	Included			Repair and/or replacement is manufacturer dependent. Loaner Equipment on Best Effort basis
Software Update Assistance	AVI Systems provides labor to implement updates of existing software to correct software errors and/or resolve incidents	Included			
System Training	AVI Systems conducts user training to cover operation of the system and how to contact AVI Systems for support. Technical, Administrative, or Product Specific training is available separate from this agreement.	Included			Remote user training, scheduled at least one (1) week in advance
System Health Checks	AVI Systems personnel perform preventative maintenance. Includes cleaning, adjustments, functional tests, and replacement of parts to keep the system equipment in efficient operating condition.	Included			Two (2) System Health Checks per year, each scheduled at least one (1) week in advance
Asset Management	AVI Systems tracks asset information for Systems.	Included			

**CUSTOMER CARE DEFINITIONS**

System – Defined as the items listed in the Products and Services Detail section of this Agreement or listed on an attached Equipment List with the exception of Consumables, Owner Furnished Equipment, and Obsolete Equipment.

Priority Support – Means all work under AVI Systems support agreements with Customers is scheduled ahead of any other on-demand work.

**Remote Support** – Means a service whereby remote calls made to communications and terminal equipment via Customer provided IP connection to determine failures and remedies. Only available where equipment is capable and configured by AVI Systems to provide same.

**Onsite Support** - Service level response assumes client location is within 60 miles of an AVI Systems Service Center. Additional travel costs may apply if the client location is beyond 60 miles of an AVI Systems Service Center.

**Consumables** – Means parts such as recording media, batteries, projection lamps and bulbs, etc. Consumables are parts that are not included under this Agreement.

**Obsolete Equipment** – Defined as items (though possibly still in use) that are outdated with no manufacturer support or parts availability, or products with formal end of life as defined by their manufacturer. Obsolete Equipment are parts that are not included under this Agreement.

**Loaner Equipment** – Defined as table top LCD projectors and flat screen monitors under 50". Table top projectors are not integrated into a system. Flat screen monitors will be installed onto a wall if reasonably possible.

**Best Effort** – Means AVI Systems strives to provide the Service or repair any Incident in an appropriate and generally accepted manner using the resources available but makes no promise in this reference.

**Advanced Parts Replacement** - Provides for recycling of equipment covered in a system or consumables with no additional fees. Includes coverage for shipping to/from manufacturer for equipment sent to for warranty diagnosis, repair or exchange

**Software Update Assistance** – Defined as revisions of existing software which provide maintenance to correct software errors. Assumes software is provided at no charge by the manufacturer or covered under a valid manufacturer maintenance contract. Cascading software dependencies may impact ability to issue updates. Software and features which require additional licensing are not included under this Agreement. Changes to custom templates or scripts after initial deployment are available separate from this agreement.

## **SYSTEM SUPPORT TERMS**

**Coverage Dates** – Unless otherwise stated, the service coverage date will be effective as of substantial completion or System Support Agreement invoice date; whichever is applicable. Coverage will extend for the duration specified by the corresponding line item description found in the Product and Services Detail section of this Agreement. AVI Systems reserves the right to withhold services until the invoice is paid in full.

**Exclusions** – For situations where AVI Systems is providing service or support under this Agreement, no cost service, maintenance or repair shall not apply to the Equipment if any person other than an AVI Systems technician or other person authorized by AVI Systems, without AVI Systems prior written consent, improperly wires, integrates, repairs, modifies or adjusts the Equipment or performs any maintenance service on it during the term of this Agreement. Furthermore, any Equipment service, maintenance or repair shall not apply if AVI Systems determines, in its sole discretion, that the problems with the Equipment were caused by (a) Customer's negligence; or (b) theft, abuse, fire, flood, wind, lightning, unreasonable power line surges or brownouts, or acts of God or public enemy; or (c) use of any equipment for other than the ordinary use for which such equipment was designed or the purpose for which such equipment was intended, or (d) operation of equipment within an unsuitable operating environment, or (e) failure to provide a suitable operating environment as prescribed by equipment manufacturer specifications, including, without limitation, with respect to electrical power, air conditioning and humidity control.

Systems Support Terms are in addition to AVI Systems' General Terms and Conditions of Sale.

**PRODUCTS AND SERVICES DETAIL**

**PRODUCTS:**

<u>Model #</u>	<u>Mfg</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>	<u>Extended</u>
<b>Broadcast Pix - Council Chambers Environment</b>					
BPIX BPS-GX11	BROADCAST PIX	GX 11 system with 11 SDI inputs + 1 external key and 6 SDI outputs, NewBlue NTX graphics	1	\$33,876.47	\$33,876.47
BPIX 967	BROADCAST PIX	Granite XP or Win 7 Server to BPSwitch GX Server- Upgrade includes refundant power and quad monitor	1	\$-19,004.70	\$-19,004.70
BPIX 786	BROADCAST PIX	Purchased with the system. Mandatory enhanced 1st year warranty provides full hardware & software	1	\$2,159.63	\$2,159.63
BPIX 787	BROADCAST PIX	Additional Years support; provides full hardware & software support for 12 months, advanced spares	4	\$4,319.25	\$17,277.00
<b>Sub-Total: Broadcast Pix - Council Chambers Environment</b>					<b>\$34,308.40</b>
<b>Tightrope Media Systems (Cablecast in Council Chambers)</b>					
OFE	OWNER	Hardware Assurance for CBL-Flex2 (Existing thru 2./1/2023 -EOL for Hardware)	1	\$0.00	\$0.00
OFE	OWNER	Hardware Assurance for CG340 & 440 Pro (Existing thru 2./1/2023 -EOL for Hardware)	1	\$0.00	\$0.00
CBL-SAS-CH-1YR-LAPSED	TIGHTROPE	Cablecast Software Assurance for 1yr per channel (I/O) (4/29/2019 thru 11/1/2021)	2	\$600.00	\$1,200.00
CBL-SAS-CH-1YR	TIGHTROPE	Cablecast Software Assurance for 1yr per channel (I/O) (11/1/2021 thru 2/28/2026)	2	\$1,639.29	\$3,278.58
<b>Sub-Total: Tightrope Media Systems (Cablecast in Council Chambers)</b>					<b>\$4,478.58</b>
<b>Total:</b>					<b>\$38,786.98</b>

**PRO SUPPORT:**

<u>Model #</u>	<u>Mfg</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>	<u>Extended</u>
AVISSACUSTOM	AVI SYSTEMS	System Support Agreement - 24 Building Environments (2/29/2021 - Thru - 2/28/2026)	1.0000	\$79,525.00	\$79,525.00

Refer to page 1 for the Grand Total that includes the Taxes, and Shipping & Handling

## AVI Systems General Terms and Conditions of Sale

The following General Terms & Conditions of Sale (the "T&Cs") in combination with either (a) a signed Retail Sales Agreement or (b) Quote under which AVI Systems, Inc ("AVI") agrees to supply goods or services constitute a binding contract (the "Agreement") between AVI and the entity identified on page one of the Retail Sales Agreement or Quote (the "Customer"). In the absence of a separately negotiated "Master Services Agreement" between AVI and Customer signed in "wet ink" by the Chief Executive Officer or Chief Financial Officer of AVI, these T&C's shall apply. Any terms and conditions set forth in any correspondence, purchase order or Internet based form from Customer to AVI which purport to constitute terms and conditions which are in addition to those set forth in this Agreement or which attempt to establish conflicting terms and conditions to those set forth in this Agreement are expressly rejected by AVI unless the same has been manually countersigned in wet ink by an Officer of AVI.

1. **Changes In The Scope of Work** – Where a Scope of Work is included with this Agreement, costs resulting from changes in the scope of this project by the Customer, including any additional requirements or restrictions placed on AVI by the Customer or its representatives, will be added to the contract price. When AVI becomes aware of the nature and impact of the change, a contract Change Order will be submitted for review and approval by the Customer before work continues. AVI has the right to suspend the work on the project pending Customer's written approval of the Change Order.
2. **Ownership and Use of Documents and Electronic Data** – Where applicable, drawings, specifications, other documents, and electronic data furnished by AVI for the associated project under this Agreement are instruments of the services provided. These items are "Confidential Information" as defined in this Agreement and AVI shall retain all common law, statutory and other reserved rights, including any copyright in these instruments. These instruments of service are furnished for use solely with respect to the associated project under this Agreement. The Customer shall be permitted to retain copies of any drawings, specifications, other documents, and electronic data furnished by AVI for information and reference in connection with the associated project and for no other purpose.
3. **Proprietary Protection of Programs** – Where applicable this Agreement does not cause any transfer of title, or intellectual rights, in control systems programs, or any materials produced in connection therewith, including any source code. Any applications or programs supplied by AVI are provided, and are authorized for installation, execution, and use only in machine-readable object code form. This Agreement is expressly limited to the use of the programs by the Customer for the equipment in connection with the associated project. Customer agrees that it will not seek to reverse-engineer any program to obtain source codes, and that it will not disclose the programs source codes or configuration files to any third party, without the written consent of AVI. The programs, source codes and configuration files, together with AVI' know-how and integration and configuration techniques, furnished hereunder are proprietary to AVI, and were developed at its private expense. If Customer is a branch of the United States government, for purposes of this Agreement any software furnished by AVI hereunder shall be deemed "restricted computer software", and any data, including installation and systems configuration information, shall be deemed "limited rights data", as those terms are defined in FAR 52.227-14 of the Code of Federal regulations.
4. **Shipping and Handling and Taxes** – The prices shown are F.O.B. manufacturer's plant or AVI's office depending on where items are located when direction is issued to ship to the point of integration. The Customer, in accordance with AVI's current shipping and billing practices, will pay all destination charges. In addition to the prices on this Agreement, the Customer agrees to pay amounts equal to any sales tax invoiced by AVI, or (where applicable) any use or personal property taxes resulting from this Agreement or any activities hereunder. Customer will defend, indemnify and hold harmless AVI against any claims by any tax authority for all unpaid taxes or for any sales tax exemption claimed by Customer.
5. **Title** – Where applicable, title to the Equipment passes to the Customer on the earlier of: (a) the date of shipment from AVI to Customer, or (b) the date on which AVI transmits its invoice to Customer.
6. **Security Interest** – In addition to any mechanics' lien rights, the Customer, for value received, hereby grants to AVI a security interest under the Minnesota commercial code together with the a security interest under the law(s) of the state(s) in which work is performed or equipment is delivered. This security interest shall extend to all Equipment, plus any additions and replacements of such Equipment, and all accessories, parts and connecting Equipment now or hereafter affixed thereto. This security interest will be satisfied by payment in full unless otherwise provided for in an installment payment agreement. The security interest shall be security for all sums owed by Customer under this Agreement. A copy of this Agreement may be filed as a financing statement with the appropriate authority at any time after signature of the Customer. Such filing does not constitute acceptance of this Agreement by AVI
7. **Risk of Loss or Damage** – Notwithstanding Customer's payment of the purchase price for Equipment, all risk of loss or damage shall transfer from AVI to Customer upon transfer of Title to Customer. Customer shall be responsible for securing insurance on Equipment from this point forward.
8. **Receiving/Integration** – Unless the Agreement expressly includes integration services by AVI, the Customer agrees to furnish all services required for receiving, unpacking and placing Equipment in the desired location along with integration. Packaging materials shall be the property of the Customer.
9. **Equipment Warranties** – To the extent AVI receives any warranties from a manufacturer on Equipment; it will pass them through to Customer to the full extent permitted by the terms of each warranty. Factory warranties vary by manufacturer, and no additional warranties are expressed or implied.
10. **General Warranties** – Each Party represents and warrants to the other that: (i) it has full right, power and authority to enter into and fully perform its obligations under this Agreement, including without limitation the right to bind any party it purports to bind to this Agreement; (ii) the execution, delivery and performance of this Agreement by that Party does not conflict with any other agreement to which it is a Party or by which it is bound, and (iii) it will comply with all applicable laws in its discharge of its obligations under this Agreement. AVI warrants, for a period of 90 days from Substantial Completion, the systems integration to be free from defects in workmanship. CUSTOMER WARRANTS THAT IT HAS NOT RELIED ON ANY

INFORMATION OR REPRESENTATION PROVIDED BY OR ON BEHALF OF AVI WHICH IS NOT EXPRESSLY INCLUDED IN THESE GENERAL TERMS AND CONDITIONS OR THE RETAIL SALES AGREEMENT. EXCEPT AS EXPRESSLY SET FORTH HEREIN, AVI DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO THE EQUIPMENT, MATERIALS AND SERVICES PROVIDED BY AVI, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON INFRINGEMENT AND TITLE.

**11. Indemnification** – Customer shall defend, indemnify and hold harmless AVI against all damages, claims, liabilities, losses and other expenses, including without limitation reasonable attorneys' fees and costs, (whether or not a lawsuit or other proceeding is commenced), that arise in whole or in part from: (a) any negligent act or omission of Customer, its agents, or subcontractors, (b) Customer's failure to fully conform to all laws, ordinances, rules and regulations which affect the Agreement, or (c) Customer's breach of this Agreement. If Customer fails to promptly indemnify and defend such claims and/or pay AVI's expenses, as provided above, AVI shall have the right to defend itself, and in that case, Customer shall reimburse AVI for all of its reasonable attorneys' fees, costs and damages incurred in settling or defending such claims within thirty (30) days of each of AVI's written requests. AVI shall indemnify and hold harmless Customer against all damages, claims, liabilities, losses and other expenses, including without limitation reasonable attorneys' fees and costs, (whether or not a lawsuit or other proceeding is commenced), to the extent that the same is finally determined to be the result of (a) any grossly negligence or willful misconduct of AVI, its agents, or subcontractors, (b) AVI's failure to fully conform to any material law, ordinance, rule or regulation which affects the Agreement, or (c) AVI's uncured material breach of this Agreement.

**12. Remedies** – Upon default as provided herein, AVI shall have all the rights and remedies of a secured party under the Minnesota commercial code and under any other applicable laws. Any requirements of reasonable notice by AVI to Customer, or to any guarantors or sureties of Customer shall be met if such notice is mailed, postage prepaid, to the address of the party to be notified shown on the first page of this Agreement (or to such other mailing address as that party later furnishes in writing to AVI) at least ten calendar days before the time of the event or contemplated action by AVI set forth in said notice. The rights and remedies herein conferred upon AVI, shall be cumulative and not alternative and shall be in addition to and not in substitution of or in derogation of rights and remedies conferred by the Minnesota commercial code and other applicable laws.

**13. Limitation of Remedies for Equipment** – AVI's entire liability and the Customer's sole and exclusive remedy in all situations involving performance or nonperformance of Equipment furnished under this Agreement, shall be the adjustment or repair of the Equipment or replacement of its parts by AVI, or, at AVI option, replacement of the Equipment.

**14. Limitation on Liability** – EXCEPT IN CIRCUMSTANCES INVOLVING ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THE TOTAL LIABILITY OF A AVI UNDER THIS AGREEMENT FOR ANY CAUSE SHALL NOT EXCEED (EITHER FOR ANY SINGLE LOSS OR ALL LOSSES IN THE AGGREGATE) THE NET AMOUNT ACTUALLY PAID BY CUSTOMER TO AVI UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE ON WHICH AVI'S LIABILITY FOR THE FIRST SUCH LOSS FIRST AROSE.

**15. No Consequential Damages** – AVI SHALL NOT HAVE ANY LIABILITY TO CUSTOMER OR TO ANY OTHER PERSON OR ORGANIZATION FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES OF ANY DESCRIPTION (INCLUDING WITHOUT LIMITATION LOST PROFITS OR LOSS OR INTERRUPTION OF BUSINESS), WHETHER BASED ON CONTRACT, NEGLIGENCE, TORT, OR ANY OTHER LEGAL THEORY, REGARDLESS OF WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND IRRESPECTIVE OF THE NUMBER OR NATURE OF CLAIMS.

**16. Acceleration of Obligations and Default** – Payment in full for all "Equipment," which is defined as all goods identified in the section of the Agreement with the same title, as well for any and all other amounts due to AVI shall be due within the terms of the Agreement. Upon the occurrence of any event of default by Customer, AVI may, at its option, with or without notice, declare the whole unpaid balance of any obligation secured by this Agreement immediately due and payable and may declare Customer to be in default under this Agreement.

**17. Choice of Law, Venue and Attorney's Fees** – This Agreement shall be governed by the laws of the State of Minnesota in the United States of America without reference to or use of any conflicts of laws provisions therein. For the purpose of resolving conflicts related to or arising out of this Agreement, the Parties expressly agree that venue shall be in the State of Minnesota in the United States of America only, and, in addition, the Parties hereby consent to the exclusive jurisdiction of the federal and state courts located in Hennepin County, Minnesota in the United States of America and waive any right to assert in any such proceeding that Customer is not subject to the jurisdiction of such court or that the venue of such proceeding is improper or an inconvenient forum. The Parties specifically disclaim application (i) of the United Nations Convention on the International Sale of Goods, 1980, and (ii) of Article 2 of the Uniform Commercial Code as codified. In the event AVI must take action to enforce its rights under the Agreement, the court shall award AVI the attorney's fees it incurred to enforce its rights under this Agreement.

**18. General** – Headings are for reference purposes only and shall not affect the meaning or interpretation of this Agreement. The Parties acknowledge and agree that the Agreement has been negotiated by the Parties and that each had the opportunity to consult with its respective counsel, and shall be interpreted fairly in accordance with its terms and without any strict construction in favor of or against either Party based on draftsmanship of the Agreement. This Agreement is not assignable by Customer without the prior written consent of AVI. Any attempt by Customer to assign any of the rights, duties, or obligations of this Agreement without such consent is void. AVI reserves the right to assign this Agreement to other parties in order to fulfill all warranties and obligations expressed herein, or upon the sale of all or substantially all of AVI's assets or business. This Agreement can only be modified by a written agreement duly signed by persons authorized to sign agreements on behalf of the Customer and of AVI, and variance from the terms and conditions of the Agreement in any order or other written notification from the Customer will be of no effect. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. AVI is not responsible for any delay in, or failure to, fulfill its obligations under this Agreement due to causes such as natural disaster, war, emergency conditions, labor strike, acts of terrorism, the substantial inoperability of the Internet, the inability to obtain supplies, or any other reason or any other cause or condition beyond AVI's reasonable control. Except as otherwise stated in the Agreement, AVI is not obliged to provide any services hereunder for Equipment located outside the United States or Puerto Rico. Scheduled completion dates are subject to change based on material shortages caused by shortages in cable and materials that are industry wide.

**19. Confidentiality.** The term "Confidential Information" shall mean the inventions, trade secrets, computer software in both object and source code, algorithms, documentation, know how, technology, ideas, and all other business, customer, technical, and financial information owned by AVI or the Customer, which is designated as confidential, or communicated in such a manner or under such circumstances as would reasonably enable a person or organization to ascertain its confidential nature. All the Confidential Information of a party to this Agreement shall be maintained in confidence by the other party, and neither party shall, during the term of this Agreement or for a period of three (3) years subsequent to the termination of this Agreement, divulge to any person or organization, or use in any manner whatsoever, directly or indirectly, for any reason whatsoever, any of the Confidential Information of the other party without receiving the prior written consent of the other party. AVI and the Customer shall take such actions as may be reasonably necessary to ensure that its employees and agents are bound by the provisions of this Section, which actions shall, as may be reasonably requested by either party, include the execution of written confidentiality agreements with the employees and agents of the other party. The provisions of this Section shall not have application to any information that (i) becomes lawfully available to the public; (ii) is received without restriction from another person or organization lawfully in possession of such information; (iii) was rightfully in the possession of a party without restriction prior to its disclosure; or (iv) is independently developed by a party or its employees or agents without access to the other party's similar information.

**20. Nonsolicitation -** To the extent permitted by applicable law, during the term of this Agreement and for a period of one (1) year after the termination this Agreement, each Party agrees that it shall not knowingly solicit or attempt to solicit any of the other Party's executive employees or employees who are key to such Party's performance of its obligations under this Agreement ("Covered Employees"). Notwithstanding the foregoing, nothing herein shall prevent either Party from hiring as an employee any person who responds to an advertisement for employment placed in the ordinary course of business by that Party and/or who initiates contact with that party without any direct solicitation of that person by that Party or its agents.

**21. Price Quotations and Time to Install** – AVI often installs systems at the end of a construction project. The price quoted contemplates that AVI shall have access to the location for the time shown for AVI to complete its work after the work of all other contractors is substantially complete which means, generally, all other trades are no longer generating dust in the location, and final carpeting/flooring is installed (the "Prepared Area") Failure to give AVI access to the Prepared Area for the amount of time shown for the installation may result in increased installation costs, typically in a manner proportionate to the reduction of time given to AVI to complete its work compared to the original schedule.

**22. Price Quotations** – Unless otherwise specified, all prices quoted reflect a discount for a cash payment (i.e., check, wire transfer) made by Customer in full within the terms of each invoice. Payment in other forms, including credit card, p-card, or other non-cash payments shall be subject to a convenience above the cash price. Please speak to your AVI representative if you have any questions in this regard.

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 12/1/20	SUBMITTED BY: Mark Elbert, CDD	Bree Robbins, Legal
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>

SUBJECT:

AVI Systems Inc., sales agreement for the Emergency Operation Center/Furniture, pending CARES ACT funding approval. ✓

SYNOPSIS/BACKGROUND:

City of Bellevue is developing a new EOC room on the 2nd Floor of 1500 Wall Street. This proposal includes the fabrication, delivery and installation of the defined Incident Commanders Desk and a Large Conference Room Table. AVI will coordinate the install and wire table accordingly to the AV design provided. AVI will provide a CAD floorplan with exact location of Table furniture and will identify the location for customer to provide a new Core drill in the concrete for AC, Data and AV cable access. The furniture has been designed to cover these wiring and facility aesthetics. Customer will provide chairs/seating outside of this scope. Crestron electronics and servicing of these components will be included under AVI's annual support contract included with the AV proposal.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?:  COUNTER-PARTY:  INTERLOCAL AGREEMENT:

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE:  CONTRACT TERM:  CONTRACT END DATE:

PROJECT NAME:

START DATE:  END DATE:  PAYMENT DATE:  INSURANCE REQUIRED:

CIP PROJECT NAME:  CIP PROJECT NUMBER:

STREET DISTRICT NAME (S):  STREET DISTRICT NUMBER (S):

ACCOUNTING DISTRIBUTION CODE:  ACCOUNT NUMBER:

RECOMMENDATION:

Authorize and approve the Mayor to sign the Retail Sales Agreement with AVI in the amount of \$49,846.83 for the EOC Room, Winsted Incident Commander/Operator Desk and Conference Room Table, pending CARES ACT funding.

ATTACHMENTS:

1. RSA 10.26.20 for EOC	2. <input type="text"/>	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM: \_\_\_\_\_

FINANCE APPROVAL AS TO FORM: \_\_\_\_\_

ADMINISTRATOR APPROVAL AS TO FORM: \_\_\_\_\_

*A. Bree Robbins*  
*[Signature]*

# Retail Sales Agreement



AVI Systems Inc., 5055 S 111th St Omaha, NE, 68137-2339 | Phone: (402)593-6500, Fax: (402)593-8500

Proposal Number: 1030359  
Prepared For: Bellevue, City of  
Attn: Tahnee King

Proposal Date: October 26, 2020  
**EOC Room (Winsted Incident Commander/Operator Desk  
& Conference Room Table)**

Prepared By: Kevin Keller  
Phone: (402)384-4563  
Email: kevin.keller@avisystems.com

## BILL TO

Attn: Tahnee King  
Bellevue, City of  
1500 Wall Street  
Bellevue, NE, 68005  
Phone: (402)293-3000  
Email: tahnee.king@bellevue.net  
Customer Number: 9552

## SITE

Attn: Tahnee King  
Bellevue, City of  
1500 Wall Street  
Bellevue, NE, 68005  
Phone: (402)682-6157  
Email: tahnee.king@bellevue.net

## COMMENTS

## PRODUCTS AND SERVICES SUMMARY

Equipment	\$45,692.88
Integration	\$1,861.56
PRO Support	\$0.00
Shipping & Handling	\$2,292.39
Tax	\$0.00
<b>Grand Total</b>	<b>\$49,846.83</b>

Unless otherwise specified. The prices quoted reflect a discount for a cash payment (i.e., check, wire transfer) made by Customer in full within the time stated for payment on each invoice. Discount only applies to new items included on the invoice, and only applies if the balance on the invoice is paid in full.

All returned equipment is subject to a restocking charge. The prices are valid for 30 days and may be locked in by signing this Retail Sales Agreement.

Overdue balances are subject to a finance charge of 1.5% per month, or interest at the highest rate permitted by applicable law. In the event AVI must pursue collection of unpaid invoices, Customer agrees to pay all of AVI's costs of collection, including its attorneys' fees.

## INVOICING AND PAYMENT TERMS

Customer and AVI have agreed on the payment method of ON ACCOUNT. Payment must be remitted by stated method. To the extent Customer seeks to use of any payment methods other than stated, and that payment method results in an increased transaction cost to AVI, the new payment must be approved in writing, and the Customer shall be responsible for paying the increased transaction cost to AVI associated with the change in payment method. Payments shall be made 30 days from invoice date. So long as the invoice has been sent and the Customer's payment is made within the terms work will continue.

AVI uses progress billing, and invoices for equipment and services allocated to the contract on a monthly basis. Unless otherwise specified, all items quoted (goods and services) as well as applicable out of pocket expenses (permits, licenses, shipping, etc.) are invoiced in summary (including applicable sales taxes due for each category of invoiced items).

Customer is to make payments to the following "Remit to" address:

AVI Systems  
NW8393 PO Box 1450  
Minneapolis, MN 55485-8393

If Payment Method is ACH: Customer must make all payments in the form of bank wire transfers or electronic funds transfers through an automated clearinghouse with electronic remittance detail, in accordance with the payment instructions AVI Systems provides on its invoice to Customer.

A monthly summary of detailed equipment received is available upon request. Equipment received may be different than equipment billed based on agreed billing method.

**TAXES AND DELIVERY**

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Unless stated otherwise in the "Products and Services Summary" above, AVI will add and include all applicable taxes, permit fees, license fees, and delivery charges to the amount of each invoice. Taxes will be calculated according to the state law(s) in which the product(s) and/or service(s) are provided. Unless Customer provides a valid tax exemption certificate for any tax exemption(s) claimed, AVI shall invoice for and collect all applicable taxes in accordance with state law(s), and Customer will be responsible for seeking a tax credit/refund from the applicable taxing authority.

**AGREEMENT TO QUOTE AND DOCUMENTS CONSTITUTING YOUR CONTRACT WITH AVI**

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Customer hereby accepts the above quote for goods and/or services from AVI. When duly executed and returned to AVI, AVI's Credit Department will check Customer's credit and approve the terms. After approval by AVI's Credit Department and signature by AVI, this Retail Sales Agreement will, together with the [AVI General Terms & Conditions](http://www.avisystems.com/TermsOfSale) (which can be found at <http://www.avisystems.com/TermsOfSale>) form a binding agreement between Customer and AVI. (This Retail Sales Agreement and the AVI General Terms & Conditions of Sale (the "T&Cs") are referred to collectively as the "Agreement"). If not defined in this Agreement, all capitalized terms shall have the meaning given to them in the T&Cs. Should AVI's Credit Department determine at any point prior to AVI commencing work that Customer's credit is not adequate, or should it otherwise disapprove of the commercial terms, AVI reserves the right to terminate the Agreement without cause and without penalty to AVI.

**AGREED AND ACCEPTED BY**

---

\_\_\_\_\_  
Company

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**AVI Systems, Inc.**  
\_\_\_\_\_  
Company

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**CONFIDENTIAL INFORMATION**

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The company listed in the "Prepared For" line has requested this confidential price quotation, and shall be deemed "Confidential Information" as that term is defined in the T&Cs. This information and document is confidential and is intended solely for the private use of the customer identified above. Customer agrees it will not disseminate copies of this quote to any third party without the prior written consent of AVI. Sharing a copy of this quote, or any portion of the Agreement with any competitor of AVI is a violation of this confidentiality provision. If you are not the intended recipient of this quote (i.e., the customer), you are not properly in possession of this document and you should immediately destroy all copies of it.

## SERVICES TO BE PROVIDED

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### INTEGRATION SERVICES

#### INTEGRATION SCOPE OF WORK

##### A. SUMMARY:

City of Bellevue is developing a new EOC room on the 2<sup>nd</sup> Floor of 1500 Wall Street. This proposal includes the fabrication, delivery and installation of the defined Incident Commanders Desk and a Large Conference Room Table.

Customer has provided insight and guidance with design and approved the submittal drawings provided by Winsted Company. AVI will coordinate the install and wire table accordingly to the AV design provided.

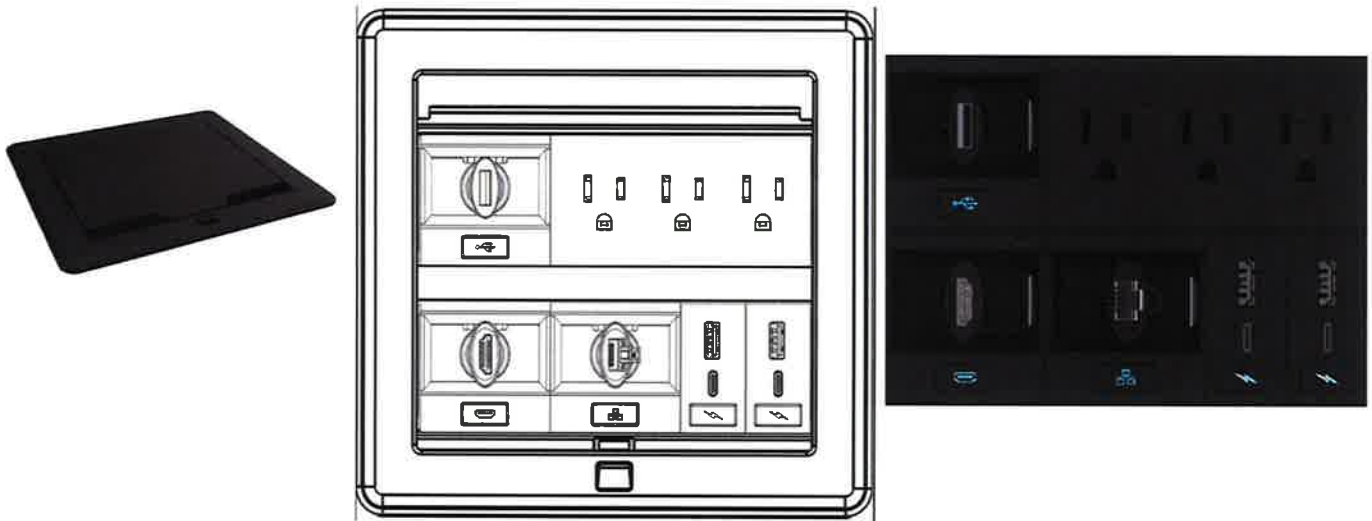
Table will be ordered with "Kensington Maple" laminate finish on surfaces with Black colored legs and side surfaces. Surfaces will be finished with Safeguard edging.

AVI will provide a CAD floorplan with exact location of Table furniture and will identify the location for customer to provide a new Core drill in the concrete for AC, Data and AV cable access. The furniture has been designed to cover these wiring and facility aesthetics.

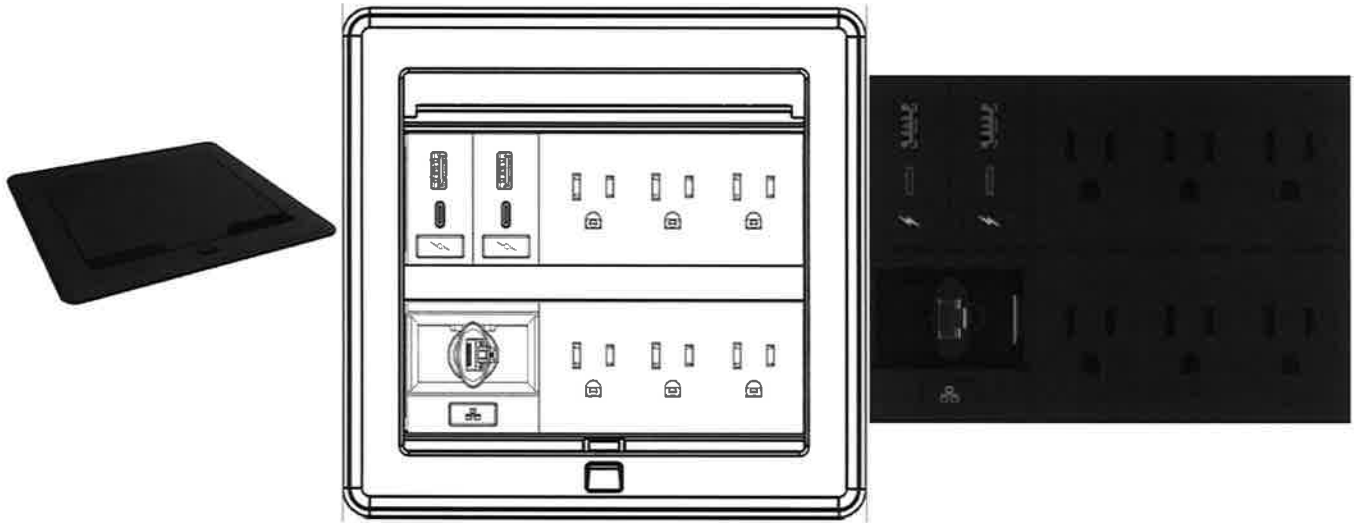
Customer will provide chairs/seating outside of this scope. Crestron electronics and servicing of these components will be included under AVI's annual support contract included with the AV proposal.

##### B. SYSTEM DESCRIPTION:

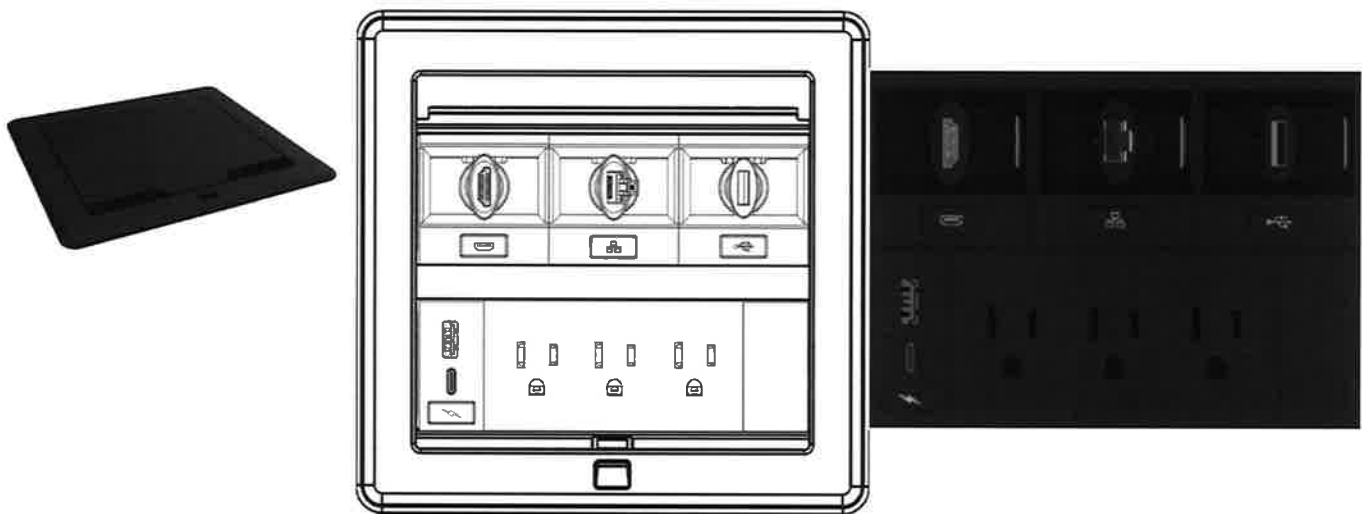
The Table will contain (6) Crestron Cable FlipTop devices for user connectivity. The four outside/corner boxes will each contain HDMI Laptop Connections, Network Cable, USB Cable, multiple AC outlets, both USB & USBC charging ports. See illustration.



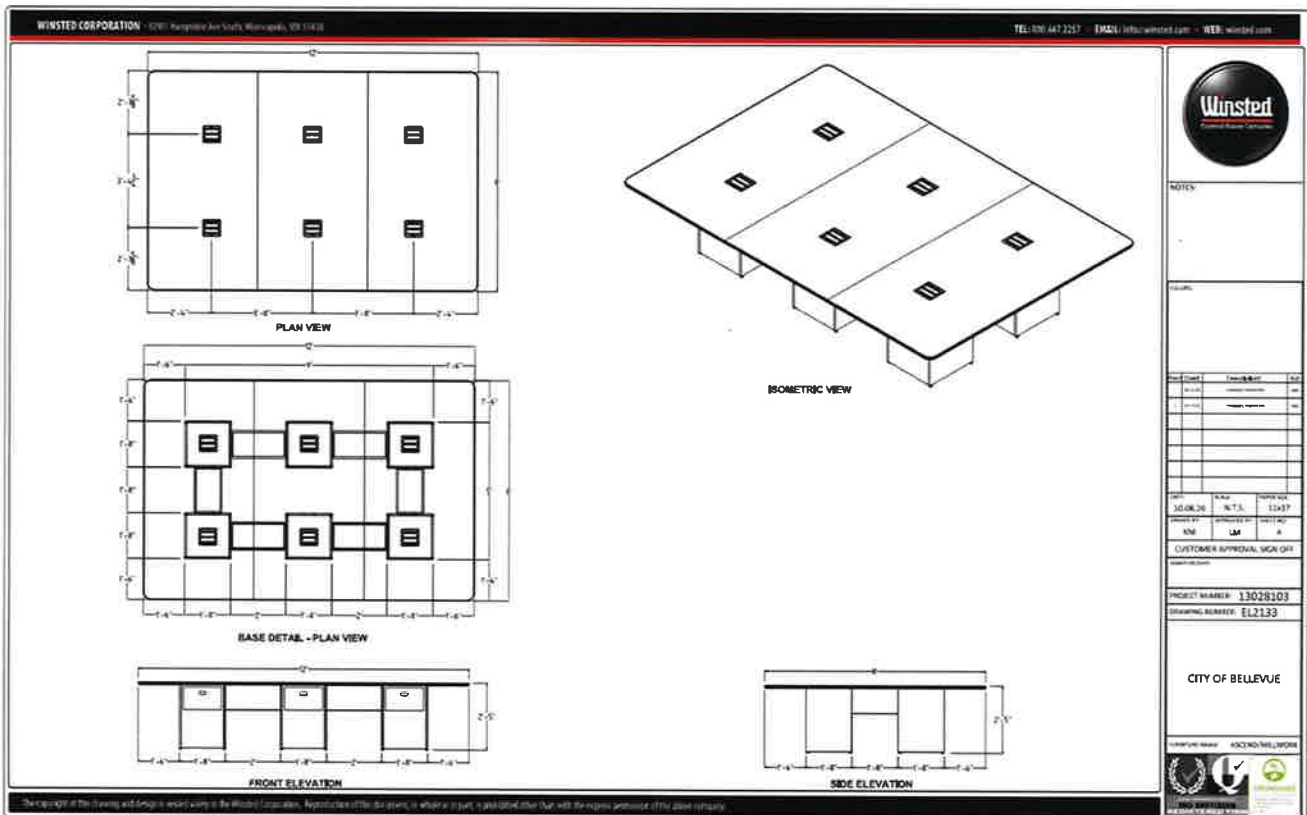
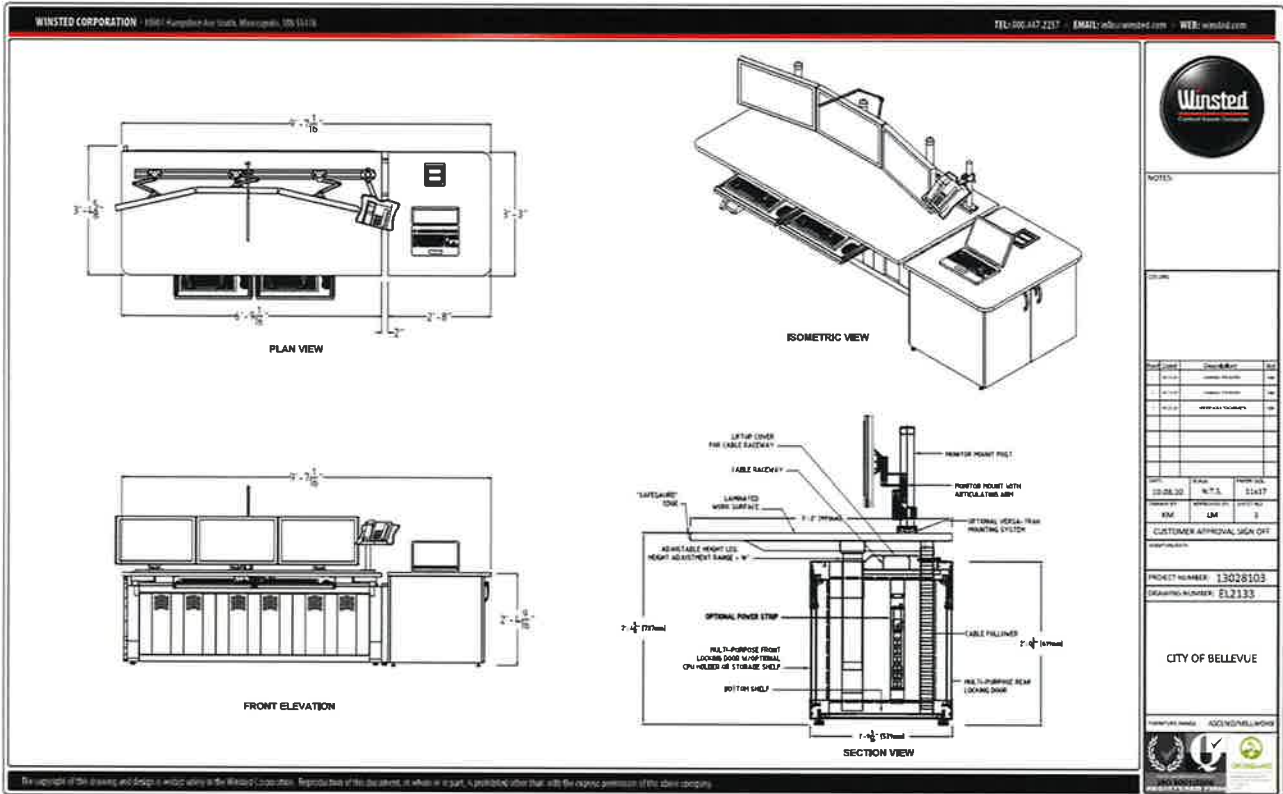
The middle Crestron Cable boxes will contain AC outlet connectivity, Network cables, along with USB and USBC charging ports for devices. See illustration.



The Incident Commanders/Operators desk will contain (1) Cable Connection box consisting of HDMI, Network, USB & USBC Charging and AC outlets. The endcap will contain locking/keyed doors for ancillary storage.









## LAMINATE WITH SAFEGUARD™ WORK SURFACE



**LAMINATE WITH SAFEGUARD**

Choose from a broad range of colors, textures and patterns. We supply laminates from all the major manufacturers. The high-pressure laminate is bonded to a 1-1/8" thick MDF core for strength and the work surface is finished with our durable Safeguard Edge.

**LAMINATE WITH SAFEGUARD FEATURES**

- Durable high-pressure plastic laminate surface
- Available in a wide variety of colors and patterns
- Optional textures and gloss levels available
- Laminate is bonded to 1-1/8" thick MDF core
- Easy to clean and maintain
- Safeguard Edge provides exceptional durability

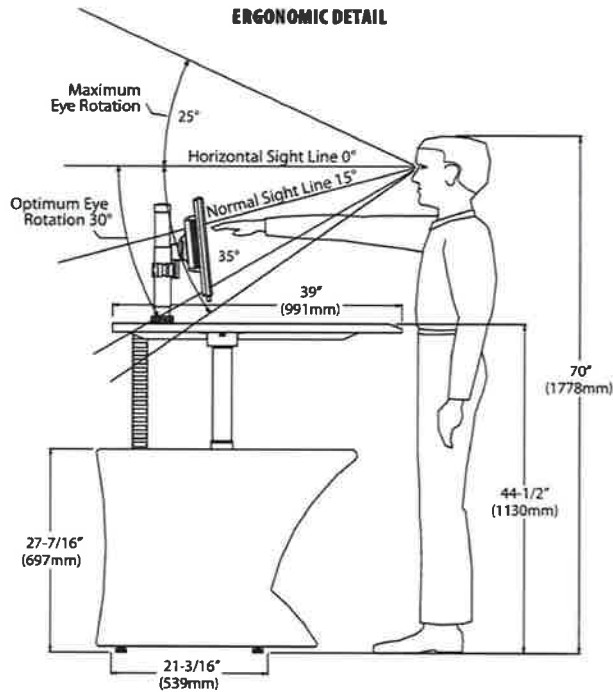


**LAMINATE WITH SAFEGUARD**

The sample Colors, Stains, Grains, and Finishes shown may vary slightly from actual product samples. If necessary, please request an actual product sample.

### ARCHITECT AND ENGINEER SPECIFICATIONS

MODEL: ASCEND SIT/STAND COMMAND CENTER CONSOLES (CONT.)

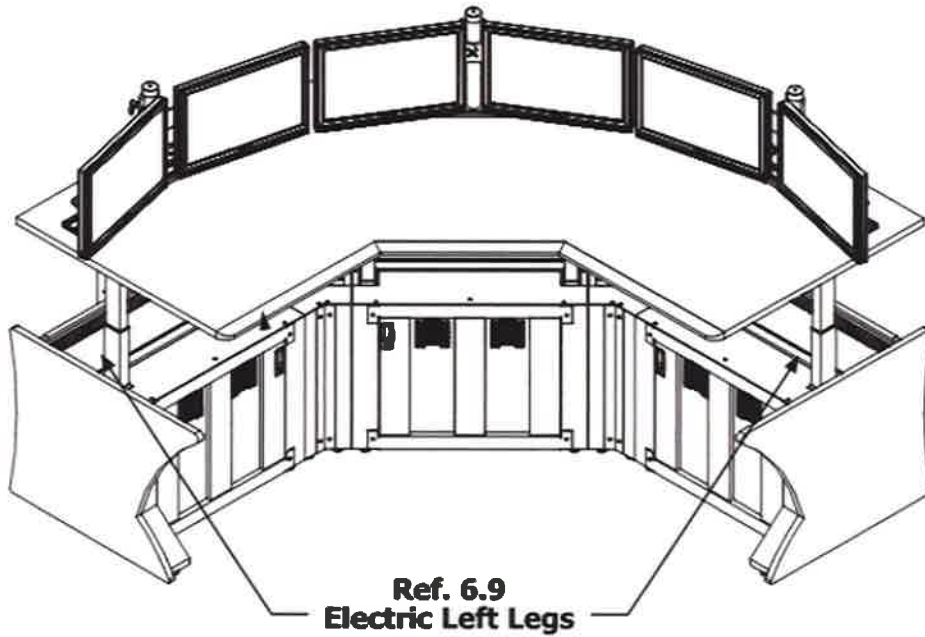


**APPENDIX C**

# ARCHITECT AND ENGINEER SPECIFICATIONS

## MODEL: ASCEND SIT/STAND COMMAND CENTER CONSOLES (CONT.)

### ELECTRIC LIFT LEGS REF: 6.9



<b>GENERAL SPECIFICATIONS FOR ELECTRIC LIFT LEG APPLICATIONS</b>	
<b>Inner Columns:</b>	Steel
<b>Outer Columns:</b>	Steel
<b>Mounting Plates:</b>	14 Gauge Formed Steel
<b>Levelers:</b>	1-1/4" Dia. Black Plastic 2" Stem
<b>Adjustment Range:</b>	16"
<b>Standard and Minimum Start Height:</b>	(Knee Clear) 27-1/2"
<b>Maximum Recommended Double Column Lift Weight:</b>	520 Lbs.
<b>Maximum Recommended Triple Column Lift Weight:</b>	780 Lbs.
<b>Maximum Recommended Quadruple Column Lift Weight:</b>	1040 Lbs.

## APPENDIX C



# ARCHITECT & ENGINEER SPECIFICATIONS

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EMAIL: info@winsted.com • WEB: winsted.com • TEL: 800.447.2257 or 952.944.9050 • FAX: 800.421.3839 or 952.944.1546  
10901 Hampshire Ave. So. • Minneapolis, Minnesota 55438-2385 U.S.A

## MODEL: ASCEND SIT/STAND COMMAND CENTER CONSOLES

### 1) GENERAL DESCRIPTION

- 1.1 Ascend Command Center Consoles. See Appendix "A" - "D" for typical styles and measurements.
- 1.2 The contractor shall supply a system capable of supporting specified electronics.
- 1.3 The system shall be comprised of end frames and/or intermediate frames with horizontal stringers and decorative end panels. The system will also feature a hinged dual-channel duct cover with integrated aluminum Versa-Trak mounting system for LCD monitor arrays.
- 1.4 The system shall have a minimum 1-1/8" (29mm) thick MDF core TruForm Endurance Edge work surface. The work surface shall be not less than 39" (990mm) deep overall and should include a 1-3/4" (44mm) deep beveled edge covering the work surface's entire front width. Corian, Comfort Edge and Marmoleum work surface options are available.

### 2) STANDARD

- 2.1 Tapped rack rails for lower storage compartment shall comply with Electronic Industry Association (E.I.A.) specifications for rack mounting ANSI/E standard RS-310.

### 3) DRAWINGS

- 3.1 The contractor shall supply five sets of scaled drawings for each console assembly showing the location of all the specified electronics in isometric view in addition to a plan (top) and front views.
- 3.2 The specification of sizes and dimensions shown in the drawings shall have a tolerance of not more than +/- 0.062" (1.6mm).

### 4) MODULAR PRE-ENGINEERED CONSTRUCTION

All components within the system shall be:

- 4.1 Of a pre-engineered modular construction, i.e: constructed from a series of independent sectional compartments.
- 4.2 Available from a pre-defined set of manufacturers model numbers.

- 4.3 Free from alterations to the design either prior to or following installation. The assembly of the console shall be accomplished without the need for either welding or carpentry work.

- 4.4 Constructed of a steel super-structure framework consisting of intermediate and end frames connected by horizontal stringers. External decorative side panels are available in TruForm or laminated MDF core.

### 5) SELF SUPPORTING SKELETON FRAMEWORK

The self supporting skeleton framework shall:

- 5.1 Be installed at the site in advance of any external finishing panels. The framework shall be fully capable of supporting all specified electronics without the need for attachment of any external panels.
- 5.2 Be capable of being supplied to site in knockdown (flat packed) form and be capable of assembly using 10-32 bolts and Insta-Lock fastening system without welding or carpentry work.
- 5.3 Include front and rear horizontal stringers constructed of 12 gauge\* (.104") formed sheet metal. Stringers will connect, and span, 14 gauge (.074") end frames and/or intermediate frames to form a complete structure.

### 6) COMPONENTS

#### 6.1 INTERMEDIATE AND END FRAMES

14 gauge (.074") intermediate and end frames shall be a minimum of 3-3/4" (95mm) in width, capable of integrating electric-lift legs and supporting fully loaded console. Intermediate and end frames shall incorporate 3/8" (10mm) diameter threaded adjustable glides and 2" (51mm) vertical slots for mounting two and four gang electrical boxes. End frames shall feature an anti-tip extension and the intermediate frames shall feature four grommet holes.

#### 6.2 HORIZONTAL STRINGERS

12 gauge (.104") formed sheet metal horizontal stringers with Insta-Lock fastening system shall be 2" (51mm) high and available in 24" (609mm), 48" (1218mm), and 72" (1827mm) widths.

## ARCHITECT AND ENGINEER SPECIFICATIONS

### 6) COMPONENTS (CONT.)

#### 6.3 BOTTOM SHELF

16 gauge (.060") stationary steel shelf shall extend 17-5/8" (447mm) from the front of the console to the rear. Features four grommet holes and has a load capacity of 200 pounds.

#### 6.4 LOWER DOORS

Vented double-panel doors with off set face design and spring hinges for easy removal without the use of tools. Doors shall be supplied with a keyed-alike locking lever latch and integrated cable management. Doors shall be able to accept an optional CPU shelf or file/storage bin for convenient swing-out access.

#### 6.5 CORNERS

15 and 45 degree 12 gauge (.104") steel concave corner fillers shall be available. Corners fillers will feature Insta-Lock fastening system for ease of installation. Corners shall be available in concave and convex configurations.

#### 6.6 DUCT COVER

18 gauge (.047") steel hinged duct cover conceals, and allows easy access to, dual cable raceway so signal and power cords can be separated.

#### 6.7 LIFT-OFF BACK PANEL

16 gauge (.060") vented lift-off back panel with integrated latch shall be available as an alternative to the lower doors.

#### 6.8 VERSA-TRAK / MONITOR ARRAYS

Fully integrated black anodized aluminum track system capable of supporting a wide variety of monitor arrays while providing simple horizontal adjustment. Constructed of extruded 6105-T5 aluminum with a T-slot profile. Monitor array support posts shall be available in 15" (381mm), 28-1/2" (723mm), and 42" (1066mm) heights. The support posts shall be 1.9" (48mm) in diameter with a wall thickness of .110" (2.8mm). Monitor arrays shall be mounted to the Versa-Trak with ball spring drop-in T-nuts or to the surface with supplied hardware.

#### 6.9 ELECTRIC LIFT LEGS

Stretcherless aluminum electric lift legs shall be available in double, triple or quadruple column applications with load capacities of 520, 780 and 1040 lbs. respectively. The electric lift legs shall offer three programable height settings and provide quick & easy work surface adjustment from 28-1/2"- 44-1/2" high.

### 7) FINISH AND COLOR

7.1 All exterior and frame steel components including doors, rack turrets, duct covers, and shelving shall be zinc oxide wash primer with a black powder coat textured finish.

### 8) OPTIONAL ACCESSORIES

8.1 A full range of optional accessories shall be available such as fans, power outlets, data ports, electrical boxes, CPU shelves, file bins, rack mount turrets, monitor mounts, and LED task lighting with VESA mount or magnetic base.

### 9) MOUNTING HARDWARE

9.1 Mounting hardware for the specified electronics shall be available upon request. All hardware needed for assembly will be provided.

### 10) INSTRUCTIONS

10.1 Fully detailed assembly instructions in the English language shall be supplied with both written and pictorial descriptions for each item/model numbered component.

### 11) PACKAGING

11.1 Each component part number shall be independently marked and packed into double or triple ply corrugated outer cartons and shall be suitable for storage and shipping to site without damage.

### 12) WARRANTY

- 12.1
- A LIFETIME WARRANTY on all fixed steel structure frame components.
  - A 10 year warranty on adjustable, sliding or hinged components and laminated & Marmoleum surfaces.
  - A 5 year warranty on Endurance Plus and TruForm surfaces.
  - A 2 year warranty on all electrical components and chairs.

\*American Standard Wire Gauge (ASWG).

**C. EXCLUSIONS:** The following work is **not included** in our Scope of Work:

- All conduits, high voltage, wiring panels, breakers, relays, boxes, receptacles, etc.
- Concrete saw cutting and/or core drilling
- Fire wall, ceiling, roof and floor penetration
- Necessary gypsum board replacement and/or repair
- Necessary ceiling tile or T-bar modifications, replacements and/or repair
- Structural support of equipment \*AVI Systems not responsible for building related vibrations
- Installation of ceiling mounted projection screen
- All millwork (moldings, trim, cut outs, etc.)
- Patching and Painting
- Permits (unless specifically provided for and identified within the contract)
- Unless otherwise stated the pricing in this agreement does not include prevailing wage or union labor
- Unless specifically noted lifts and scaffolding are not included

**D. CONSTRUCTION CONSIDERATIONS:**

In order to accomplish the outlined goals of this project, the Customer will be responsible for contracting with an outside entity to make the necessary modifications to the space as directed by AVI Systems. The costs associated with these modifications are not included in this proposal.

**E. NOTICE: THIS SCOPE OF WORK IS DELIVERED ON THE BASIS OF THE FOLLOWING ASSUMPTIONS:**

- The room(s) match(es) the drawings provided.
- Site preparation by the Customer and their contractors includes electrical and data placement per AVI Systems specification.
- Site preparation will be verified by AVI Systems project manager or representative before scheduling of the installation. All work areas should be clean and dust free prior to the beginning of on-site integration of electronic equipment.
- Customer communication of readiness will be considered accurate and executable by AVI Systems project manager.
- In the event of any arrival to site that AVI Systems is not able to execute work efficiently and definably progress, the Customer will be charged a fee to reimburse AVI Systems for all lost time and inefficiencies. At this time, the Customer will be presented a Contract Change Order and will/may halt work until acceptance by the Customer and rescheduling of the integration effort is agreed upon.
- Rescheduling and redeployment of AVI Systems technicians due to unacceptable site preparation may cause scheduling delays of up to 10 business days.
- There is ready access to the building / facility and the room(s) for equipment and materials.
- There is secure storage for equipment during a multi-day integration.
- If Customer furnished equipment and existing cabling is to be used, AVI Systems assumes that these items are in good working condition at this time and will integrate into the designed solution. Any repair, replacement and/or configuration of these items that may be necessary will be made at an additional cost.
- All Network configurations including IP addresses are to be provided, operational and functional before AVI Systems integration begins. AVI Systems will not be responsible for testing the LAN connections.
- Cable or Satellite drops must be in place with converter boxes operational before the completion of integration. Any delay resulting in extra work caused by late arrival of these items will result in a change order for time and materials.
- Document review / feedback on drawings / correspondence will be completed by the Customer within two business days (unless otherwise noted).
- The documented Change Control process will be used to the maximum extent possible – the Customer will have an assigned person with the authority to communicate/approve project Field Directed Change Orders and Contract Change Orders (see Appendix).
- In developing a comprehensive proposal for equipment and integration services AVI Systems' Sales Representatives and Engineering teams must make some assumptions regarding the physical construction of your facility, the availability of technical infrastructure and site conditions for installation. If any of the conditions

we have indicated in the site survey form are incorrect or have changed for your particular project or project site, please let your Sales representative know as soon as possible. Conditions of the site found during integration effort which are different from those documented may have an effect on the price of the system solution, integration or services. To ensure that you have an accurate proposal based on your facility and specific to the conditions of your project, please review all project documentation carefully.

## **F. INTEGRATION PROJECT MANAGEMENT PROCESSES**

AVI Systems will follow a foundational project management process which may include the following actions/deliverables (based on the size/complexity/duration of the integration project):

- Site Survey – performed prior to Retail Sales Agreement and attached
- Project Welcome Notice – emailed upon receipt of Purchase Order
- Project Kick-Off meeting with Customer Representative(s) – either by phone or in-person
- Project Status reviews – informal or formal – either by phone or in-person (based on the size/complexity/duration of the project)
- Project Change Control – comprised of Field Directed Change Order and/or Contract Change Order submittals (see Appendix)
- Notice of Substantial Completion (see Appendix) – at Customer walk-through – prior to Service transition

## **G. KNOWLEDGE TRANSFER (TRAINING)**

This is geared specifically towards the end-user / operator. The purpose of this knowledge transfer is to provide operators with the necessary knowledge to confidently and comfortably operate all aspects of the integrated system. Areas covered include the following:

- Equipment and system overview
- Equipment operation and function
- Equipment start up, stop, and shut down
- Equipment automatic and manual operation
- Discussion and documentation relating to control system operation
- Discussion and documentation relating to system processor and its control applications
- Powering up, powering down AV system via control system
- Manual operation of display systems, audio system and all other related components
- Use/operation of patch panels, when and where to be used
- Who to call when help is required

## **H. AVI SYSTEMS INTEGRATION SERVICES RESPONSIBILITIES**

AVI Systems will provide services/work for the project as described above in the Scope of Work or per the attached separate Scope of Work document detailing the scope of work to be performed.

- Provide equipment, materials and service items per the contract products and services detail.
- Provide systems equipment integration and supervisory responsibility of the equipment integration.
- Provide systems configuration, checkout and testing.
- Provide project timeline schedules.
- Provide necessary information, as requested, to the owner or other parties involved with this project to ensure that proper AC electrical power and cableways and/or conduits are provided to properly integrate the equipment within the facilities.
- Provide manufacturer supplied equipment documentation.
- Provide final documentation and "as built" system drawings (CAD) - if purchased.
- Provide system training following integration to the designated project leader or team.

## **I. CUSTOMER INTEGRATION SERVICES RESPONSIBILITIES**

- Provide for the construction or modification of the facilities for soundproofing, lighting, electrical, HVAC, structural support of equipment, and decorating as appropriate. Includes installation of ceiling mounted projection screen.
- Provide for the ordering, provisioning, installation, wiring and verification of any Data Network (LAN, WAN, T1, ISDN, etc.) and Telephone Line (Analog or Digital) equipment and services prior to on-site integration.
- Provide all necessary cableways and/or conduits required to facilitate AV systems wiring.
- Provide all necessary conduit, wiring and devices for technical power to the AV systems equipment.

- Provide reasonable accesses of AVI Systems personnel to the facilities during periods of integration, testing and training, including off hours and weekends.
- Provide a secure area to house all integration materials and equipment.
- Provide a project leader who will be available for consultation and meetings.
- Provide timely review and approval of all documentation (Technical Reports, Drawings, Contracts, etc.).

## PRODUCTS AND SERVICES DETAIL

### PRODUCTS:

<u>Model #</u>	<u>Mfg</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>	<u>Extended</u>
<b>Incident Commander / Operator Desk</b>					
G0611	Winsted	Red Assembly Packet	1	\$0.00	\$0.00
WIN-10705	WINSTED	105 CFM Cooling Fan & Cord	3	\$55.25	\$165.75
S10661	Winsted	Grommet Hole Cutout	1	\$76.92	\$76.92
WIN-46250	WINSTED	Pullout Keyboard Tray	2	\$141.18	\$282.36
WIN-56006	WINSTED	Triple Bay Stringer	1	\$1,687.06	\$1,687.06
WIN-56063	WINSTED	Ascend End Frames	1	\$756.06	\$756.06
WIN-56065	WINSTED	Ascend 2" Spacer	1	\$278.28	\$278.28
WIN-56076	WINSTED	3-Bay Covers For Ascend	1	\$661.94	\$661.94
WIN-56082	WINSTED	Bottom Shelf	3	\$143.23	\$429.69
WIN-56140	WINSTED	Actuator/Table End Mntg Brkts	1	\$104.35	\$104.35
WIN-56146	WINSTED	76" Actuator Stringer	1	\$103.34	\$103.34
WIN-56147	WINSTED	Ascend 3 Bay Hat Channel	1	\$80.83	\$80.83
WIN-56243	WINSTED	3/4"H Versa Track for 56586	1	\$384.68	\$384.68
WIN-56302	WINSTED	Vented Door	3	\$363.20	\$1,089.60
S56508	Winsted	Custom Credenza Base w/ Doors	1	\$2,148.46	\$2,148.46
WIN-S56508	Winsted	Lam Top w/ Cutout for Credenza	1	\$362.17	\$362.17
S56526	Winsted	Black Truform Side Panels LH	1	\$438.38	\$438.38
WIN-56983	Winsted	2" x 2.5" Cable Follower	2	\$90.03	\$180.06
S57846	Winsted	(A) Laminate with Safeguard WS	1	\$1,694.22	\$1,694.22
W5651	WINSTED	Door w/CPU Shelf	3	\$532.00	\$1,596.00
W5657	WINSTED	6 Outlet 15' Cord for Ascend	1	\$135.05	\$135.05
W5664	WINSTED	LED Desk Lamp w/Mounting Brkt	1	\$434.82	\$434.82
W5742	WINSTED	2 Adj Legs and Controller	1	\$1,400.60	\$1,400.60
W5750	WINSTED	6 Outlet for Ascend (Vertical)	1	\$186.20	\$186.20
W5774	WINSTED	Pole Mount w/Extension Arm	3	\$639.43	\$1,918.29
W6469	WINSTED	Pole Mount Phone Tray	1	\$261.91	\$261.91
FT2-700-ELEC-PTL-B	CRESTRON	FlipTop™ FT2 Series Cable Management System, 700 Size, Electrical, Pass-Through Lid, Black	1	\$468.75	\$468.75
FT2A-CBLR-GR-4K-HD	CRESTRON	Gravity Cable Retractor for FT2 Series, HDMI® to HDMI, 18 Gbps	1	\$187.50	\$187.50
FT2A-CBLR-GR-CAT6	CRESTRON	Gravity Cable Retractor for FT2 Series, RJ-45 to RJ-45, CAT6	1	\$156.25	\$156.25
FT2A-CBLR-GR-USB	CRESTRON	Gravity Cable Retractor for FT2 Series, USB-A to USB-B, USB 2.0, 8 ft (2.4 m)	1	\$156.25	\$156.25
FT2A-CHGR-USB/A/C	CRESTRON	USB Rapid Charging Module for FT2 ELEC Series, USB Type-C & Type-A High Power Charging Ports, Bus Po	1	\$156.25	\$156.25
FT2A-PWR-US-3	CRESTRON	AC Power Outlet Module for FT2 Series, Triple, US NEMA 5, Type B, w/2 Under-Table Outlets & Cord	1	\$125.00	\$125.00
FT2A-PLT-BLANK-10	CRESTRON	Blank Plate Modules for FT2 Series, Qty. 10	1	\$50.00	\$50.00
FT2A-UTK-PWS	CRESTRON	Power Supply for FT2 ELEC Series	1	\$37.50	\$37.50
FT2A-CBLR-BRKT-700	CRESTRON	Mid-Row Cable Retractor Adapter Bracket for FT2-700 Series	1	\$18.75	\$18.75
FT2A-UTK-CLOAK	CRESTRON	Under-Table Cloak for FT2 Series Gravity Cable Retractors	1	\$50.00	\$50.00
<b>Sub-Total: Incident Commander / Operator Desk</b>					<b>\$18,263.27</b>

**Conference Room Table**

SM4566	Winsted	8' x 12' Conference Room Table	1	\$5,110.28	\$5,110.28
WIN-SM4566	Winsted	Conference Room Table Top	1	\$1,488.58	\$1,488.58
S10661	Winsted	Grommet Hole Cutout	6	\$76.92	\$461.52
CUSTOM- WINSTED_PROFSEV FT2-700-ELEC-PTL-B	WINSTED	Winsted Assembly and Installation	1	\$10,769.23	\$10,769.23
FT2A-CHGR-USBA/C	CRESTRON	FlipTop™ FT2 Series Cable Management System, 700 Size, Electrical, Pass-Through Lid, Black	2	\$468.75	\$937.50
FT2A-CHGR-USBA/C	CRESTRON	USB Rapid Charging Module for FT2 ELEC Series, USB Type-C & Type-A High Power Charging Ports, Bus Po	2	\$156.25	\$312.50
FT2A-CHGR-USBA/C	CRESTRON	USB Rapid Charging Module for FT2 ELEC Series, USB Type-C & Type-A High Power Charging Ports, Bus Po	2	\$156.25	\$312.50
FT2A-PWR-US-3	CRESTRON	AC Power Outlet Module for FT2 Series, Triple, US NEMA 5, Type B, w/2 Under-Table Outlets & Cord	2	\$125.00	\$250.00
FT2A-CBLR-GR-CAT6	CRESTRON	Gravity Cable Retractor for FT2 Series, RJ-45 to RJ-45, CAT6	2	\$156.25	\$312.50
FT2A-PWR-US-3	CRESTRON	AC Power Outlet Module for FT2 Series, Triple, US NEMA 5, Type B, w/2 Under-Table Outlets & Cord	2	\$125.00	\$250.00
FT2A-UTK-PWS	CRESTRON	Power Supply for FT2 ELEC Series	2	\$37.50	\$75.00
FT2A-UTK-CLOAK	CRESTRON	Under-Table Cloak for FT2 Series Gravity Cable Retractors	2	\$50.00	\$100.00
FT2-700-ELEC-PTL-B	CRESTRON	FlipTop™ FT2 Series Cable Management System, 700 Size, Electrical, Pass-Through Lid, Black	4	\$468.75	\$1,875.00
FT2A-CBLR-GR-USB	CRESTRON	Gravity Cable Retractor for FT2 Series, USB-A to USB-B, USB 2.0, 8 ft (2.4 m)	4	\$156.25	\$625.00
FT2A-PWR-US-3	CRESTRON	AC Power Outlet Module for FT2 Series, Triple, US NEMA 5, Type B, w/2 Under-Table Outlets & Cord	4	\$125.00	\$500.00
FT2A-CBLR-GR-4K-HD	CRESTRON	Gravity Cable Retractor for FT2 Series, HDMI® to HDMI, 18 Gbps	4	\$187.50	\$750.00
FT2A-CBLR-GR-CAT6	CRESTRON	Gravity Cable Retractor for FT2 Series, RJ-45 to RJ-45, CAT6	4	\$156.25	\$625.00
FT2A-CHGR-USBA/C	CRESTRON	USB Rapid Charging Module for FT2 ELEC Series, USB Type-C & Type-A High Power Charging Ports, Bus Po	4	\$156.25	\$625.00
FT2A-CHGR-USBA/C	CRESTRON	USB Rapid Charging Module for FT2 ELEC Series, USB Type-C & Type-A High Power Charging Ports, Bus Po	4	\$156.25	\$625.00
FT2A-UTK-PWS	CRESTRON	Power Supply for FT2 ELEC Series	4	\$37.50	\$150.00
FT2A-CBLR-BRKT-700	CRESTRON	Mid-Row Cable Retractor Adapter Bracket for FT2-700 Series	4	\$18.75	\$75.00
FT2A-UTK-CLOAK	CRESTRON	Under-Table Cloak for FT2 Series Gravity Cable Retractors	4	\$50.00	\$200.00
FT2A-CBLR-GR-4K-HD	CRESTRON	Gravity Cable Retractor for FT2 Series, HDMI® to HDMI, 18 Gbps	2	\$187.50	\$375.00
FT2A-CBLR-GR-CAT6	CRESTRON	Gravity Cable Retractor for FT2 Series, RJ-45 to RJ-45, CAT6	2	\$156.25	\$312.50
FT2A-CBLR-GR-USB	CRESTRON	Gravity Cable Retractor for FT2 Series, USB-A to USB-B, USB 2.0, 8 ft (2.4 m)	2	\$156.25	\$312.50

**Sub-Total: Conference Room Table** **\$27,429.61**

**Project management**  
Project Management \$1,861.56

**Sub-Total: Project management** **\$1,861.56**

**Total:** **\$47,554.44**

## AVI Systems General Terms and Conditions of Sale

The following General Terms & Conditions of Sale (the "T&Cs") in combination with either (a) a signed Retail Sales Agreement or (b) Quote under which AVI Systems, Inc ("AVI") agrees to supply goods or services constitute a binding contract (the "Agreement") between AVI and the entity identified on page one of the Retail Sales Agreement or Quote (the "Customer"). In the absence of a separately negotiated "Master Services Agreement" between AVI and Customer signed in "wet ink" by the Chief Executive Officer or Chief Financial Officer of AVI, these T&C's shall apply. Any terms and conditions set forth in any correspondence, purchase order or Internet based form from Customer to AVI which purport to constitute terms and conditions which are in addition to those set forth in this Agreement or which attempt to establish conflicting terms and conditions to those set forth in this Agreement are expressly rejected by AVI unless the same has been manually countersigned in wet ink by an Officer of AVI.

1. **Changes in The Scope of Work** – Where a Scope of Work is included with this Agreement, costs resulting from changes in the scope of this project by the Customer, including any additional requirements or restrictions placed on AVI by the Customer or its representatives, will be added to the contract price. When AVI becomes aware of the nature and impact of the change, a contract Change Order will be submitted for review and approval by the Customer before work continues. AVI has the right to suspend the work on the project pending Customer's written approval of the Change Order.
2. **Ownership and Use of Documents and Electronic Data** – Where applicable, drawings, specifications, other documents, and electronic data furnished by AVI for the associated project under this Agreement are instruments of the services provided. These items are "Confidential Information" as defined in this Agreement and AVI shall retain all common law, statutory and other reserved rights, including any copyright in these instruments. These instruments of service are furnished for use solely with respect to the associated project under this Agreement. The Customer shall be permitted to retain copies of any drawings, specifications, other documents, and electronic data furnished by AVI for information and reference in connection with the associated project and for no other purpose.
3. **Proprietary Protection of Programs** – Where applicable this Agreement does not cause any transfer of title, or intellectual rights, in control systems programs, or any materials produced in connection therewith, including any source code. Any applications or programs supplied by AVI are provided, and are authorized for installation, execution, and use only in machine-readable object code form. This Agreement is expressly limited to the use of the programs by the Customer for the equipment in connection with the associated project. Customer agrees that it will not seek to reverse-engineer any program to obtain source codes, and that it will not disclose the programs source codes or configuration files to any third party, without the written consent of AVI. The programs, source codes and configuration files, together with AVI's know-how and integration and configuration techniques, furnished hereunder are proprietary to AVI, and were developed at its private expense. If Customer is a branch of the United States government, for purposes of this Agreement any software furnished by AVI hereunder shall be deemed "restricted computer software", and any data, including installation and systems configuration information, shall be deemed "limited rights data", as those terms are defined in FAR 52.227-14 of the Code of Federal Regulations.
4. **Shipping and Handling and Taxes** – The prices shown are F.O.B. manufacturer's plant or AVI's office depending on where items are located when direction is issued to ship to the point of integration. The Customer, in accordance with AVI's current shipping and billing practices, will pay all destination charges. In addition to the prices on this Agreement, the Customer agrees to pay amounts equal to any sales tax invoiced by AVI, or (where applicable) any use or personal property taxes resulting from this Agreement or any activities hereunder. Customer will defend, indemnify and hold harmless AVI against any claims by any tax authority for all unpaid taxes or for any sales tax exemption claimed by Customer.
5. **Title** – Where applicable, title to the Equipment passes to the Customer on the earlier of: (a) the date of shipment from AVI to Customer, or (b) the date on which AVI transmits its invoice to Customer.
6. **Security Interest** – In addition to any mechanics' lien rights, the Customer, for value received, hereby grants to AVI a security interest under the Minnesota commercial code together with the a security interest under the law(s) of the state(s) in which work is performed or equipment is delivered. This security interest shall extend to all Equipment, plus any additions and replacements of such Equipment, and all accessories, parts and connecting Equipment now or hereafter affixed thereto. This security interest will be satisfied by payment in full unless otherwise provided for in an installment payment agreement. The security interest shall be security for all sums owed by Customer under this Agreement. A copy of this Agreement may be filed as a financing statement with the appropriate authority at any time after signature of the Customer. Such filing does not constitute acceptance of this Agreement by AVI.
7. **Risk of Loss or Damage** – Notwithstanding Customer's payment of the purchase price for Equipment, all risk of loss or damage shall transfer from AVI to Customer upon transfer of Title to Customer. Customer shall be responsible for securing insurance on Equipment from this point forward.
8. **Receiving/Integration** – Unless the Agreement expressly includes integration services by AVI, the Customer agrees to furnish all services required for receiving, unpacking and placing Equipment in the desired location along with integration. Packaging materials shall be the property of the Customer.

*Refer to page 1 for the Grand Total that includes the Taxes, and Shipping & Handling*

9. **Equipment Warranties** – To the extent AVI receives any warranties from a manufacturer on Equipment; it will pass them through to Customer to the full extent permitted by the terms of each warranty. Factory warranties vary by manufacturer, and no additional warranties are expressed or implied.

10. **General Warranties** – Each Party represents and warrants to the other that: (i) it has full right, power and authority to enter into and fully perform its obligations under this Agreement, including without limitation the right to bind any party it purports to bind to this Agreement; (ii) the execution, delivery and performance of this Agreement by that Party does not conflict with any other agreement to which it is a Party or by which it is bound, and (iii) it will comply with all applicable laws in its discharge of its obligations under this Agreement. AVI warrants, for a period of 90 days from Substantial Completion, the systems integration to be free from defects in workmanship. CUSTOMER WARRANTS THAT IT HAS NOT RELIED ON ANY INFORMATION OR REPRESENTATION PROVIDED BY OR ON BEHALF OF AVI WHICH IS NOT EXPRESSLY INCLUDED IN THESE GENERAL TERMS AND CONDITIONS OR THE RETAIL SALES AGREEMENT. EXCEPT AS EXPRESSLY SET FORTH HEREIN, AVI DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO THE EQUIPMENT, MATERIALS AND SERVICES PROVIDED BY AVI, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON INFRINGEMENT AND TITLE.

11. **Indemnification** – Customer shall defend, indemnify and hold harmless AVI against all damages, claims, liabilities, losses and other expenses, including without limitation reasonable attorneys' fees and costs, (whether or not a lawsuit or other proceeding is commenced), that arise in whole or in part from: (a) any negligent act or omission of Customer, its agents, or subcontractors, (b) Customer's failure to fully conform to all laws, ordinances, rules and regulations which affect the Agreement, or (c) Customer's breach of this Agreement. If Customer fails to promptly indemnify and defend such claims and/or pay AVI's expenses, as provided above, AVI shall have the right to defend itself, and in that case, Customer shall reimburse AVI for all of its reasonable attorneys' fees, costs and damages incurred in settling or defending such claims within thirty (30) days of each of AVI's written requests. AVI shall indemnify and hold harmless Customer against all damages, claims, liabilities, losses and other expenses, including without limitation reasonable attorneys' fees and costs, (whether or not a lawsuit or other proceeding is commenced), to the extent that the same is finally determined to be the result of (a) any grossly negligence or willful misconduct of AVI, its agents, or subcontractors, (b) AVI's failure to fully conform to any material law, ordinance, rule or regulation which affects the Agreement, or (c) AVI's uncured material breach of this Agreement.

12. **Remedies** – Upon default as provided herein, AVI shall have all the rights and remedies of a secured party under the Minnesota commercial code and under any other applicable laws. Any requirements of reasonable notice by AVI to Customer, or to any guarantors or sureties of Customer shall be met if such notice is mailed, postage prepaid, to the address of the party to be notified shown on the first page of this Agreement (or to such other mailing address as that party later furnishes in writing to AVI) at least ten calendar days before the time of the event or contemplated action by AVI set forth in said notice. The rights and remedies herein conferred upon AVI, shall be cumulative and not alternative and shall be in addition to and not in substitution of or in derogation of rights and remedies conferred by the Minnesota commercial code and other applicable laws.

13. **Limitation of Remedies for Equipment** – AVI's entire liability and the Customer's sole and exclusive remedy in all situations involving performance or nonperformance of Equipment furnished under this Agreement, shall be the adjustment or repair of the Equipment or replacement of its parts by AVI, or, at AVI option, replacement of the Equipment.

14. **Limitation on Liability** – EXCEPT IN CIRCUMSTANCES INVOLVING ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THE TOTAL LIABILITY OF A AVI UNDER THIS AGREEMENT FOR ANY CAUSE SHALL NOT EXCEED (EITHER FOR ANY SINGLE LOSS OR ALL LOSSES IN THE AGGREGATE) THE NET AMOUNT ACTUALLY PAID BY CUSTOMER TO AVI UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE ON WHICH AVI'S LIABILITY FOR THE FIRST SUCH LOSS FIRST AROSE.

15. **No Consequential Damages** – AVI SHALL NOT HAVE ANY LIABILITY TO CUSTOMER OR TO ANY OTHER PERSON OR ORGANIZATION FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES OF ANY DESCRIPTION (INCLUDING WITHOUT LIMITATION LOST PROFITS OR LOSS OR INTERRUPTION OF BUSINESS), WHETHER BASED ON CONTRACT, NEGLIGENCE, TORT, OR ANY OTHER LEGAL THEORY, REGARDLESS OF WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND IRRESPECTIVE OF THE NUMBER OR NATURE OF CLAIMS.

16. **Acceleration of Obligations and Default** – Payment in full for all "Equipment," which is defined as all goods identified in the section of the Agreement with the same title, as well for any and all other amounts due to AVI shall be due within the terms of the Agreement. Upon the occurrence of any event of default by Customer, AVI may, at its option, with or without notice, declare the whole unpaid balance of any obligation secured by this Agreement immediately due and payable and may declare Customer to be in default under this Agreement.

17. **Choice of Law, Venue and Attorney's Fees** – This Agreement shall be governed by the laws of the State of Minnesota in the United States of America without reference to or use of any conflicts of laws provisions therein. For the purpose of resolving conflicts related to or arising out of this Agreement, the Parties expressly agree that venue shall be in the State of Minnesota in the United States of America only, and, in addition, the Parties hereby consent to the exclusive jurisdiction of the federal and state courts located in Hennepin County, Minnesota in the United States of America and waive any right to assert in any such proceeding that Customer is not subject to the jurisdiction of such court or that the venue of such proceeding is improper or an inconvenient forum. The Parties specifically disclaim application (i) of the United Nations Convention on the International Sale of Goods, 1980, and (ii) of Article 2 of the Uniform Commercial Code as codified. In the event AVI must take action to enforce its rights under the Agreement, the court shall award AVI the attorney's fees it incurred to enforce its rights under this Agreement.

18. **General** – Headings are for reference purposes only and shall not affect the meaning or interpretation of this Agreement. The Parties acknowledge and agree that the Agreement has been negotiated by the Parties and that each had the opportunity to consult with its respective counsel, and shall be interpreted fairly in accordance with its terms and without any strict construction in favor of or against either Party based on draftsmanship of the Agreement. This Agreement is not assignable by Customer without the prior written consent of AVI. Any attempt by Customer to assign any of the rights, duties, or obligations of this Agreement without such consent is void. AVI reserves the right to assign this Agreement to other parties in order to fulfill all warranties and obligations expressed herein, or upon the sale of all or substantially all of AVI's assets or business. This

Agreement can only be modified by a written agreement duly signed by persons authorized to sign agreements on behalf of the Customer and of AVI, and variance from the terms and conditions of the Agreement in any order or other written notification from the Customer will be of no effect. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. AVI is not responsible for any delay in, or failure to, fulfill its obligations under this Agreement due to causes such as natural disaster, war, emergency conditions, labor strike, acts of terrorism, the substantial inoperability of the Internet, the inability to obtain supplies, or any other reason or any other cause or condition beyond AVI's reasonable control. Except as otherwise stated in the Agreement, AVI is not obliged to provide any services hereunder for Equipment located outside the United States or Puerto Rico. Scheduled completion dates are subject to change based on material shortages caused by shortages in cable and materials that are industry wide.

**19. Confidentiality.** The term "Confidential Information" shall mean the inventions, trade secrets, computer software in both object and source code, algorithms, documentation, know how, technology, ideas, and all other business, customer, technical, and financial information owned by AVI or the Customer, which is designated as confidential, or communicated in such a manner or under such circumstances as would reasonably enable a person or organization to ascertain its confidential nature. All the Confidential Information of a party to this Agreement shall be maintained in confidence by the other party, and neither party shall, during the term of this Agreement or for a period of three (3) years subsequent to the termination of this Agreement, divulge to any person or organization, or use in any manner whatsoever, directly or indirectly, for any reason whatsoever, any of the Confidential Information of the other party without receiving the prior written consent of the other party. AVI and the Customer shall take such actions as may be reasonably necessary to ensure that its employees and agents are bound by the provisions of this Section, which actions shall, as may be reasonably requested by either party, include the execution of written confidentiality agreements with the employees and agents of the other party. The provisions of this Section shall not have application to any information that (i) becomes lawfully available to the public; (ii) is received without restriction from another person or organization lawfully in possession of such information; (iii) was rightfully in the possession of a party without restriction prior to its disclosure; or (iv) is independently developed by a party or its employees or agents without access to the other party's similar information.

**20. Nonsolicitation -** To the extent permitted by applicable law, during the term of this Agreement and for a period of one (1) year after the termination this Agreement, each Party agrees that it shall not knowingly solicit or attempt to solicit any of the other Party's executive employees or employees who are key to such Party's performance of its obligations under this Agreement ("Covered Employees"). Notwithstanding the foregoing, nothing herein shall prevent either Party from hiring as an employee any person who responds to an advertisement for employment placed in the ordinary course of business by that Party and/or who initiates contact with that party without any direct solicitation of that person by that Party or its agents.

**21. Price Quotations and Time to Install** – AVI often installs systems at the end of a construction project. The price quoted contemplates that AVI shall have access to the location for the time shown for AVI to complete its work after the work of all other contractors is substantially complete which means, generally, all other trades are no longer generating dust in the location, and final carpeting/flooring is installed (the "Prepared Area") Failure to give AVI access to the Prepared Area for the amount of time shown for the installation may result in increased installation costs, typically in a manner proportionate to the reduction of time given to AVI to complete its work compared to the original schedule.

**22. Price Quotations** – Unless otherwise specified, all prices quoted reflect a discount for a cash payment (i.e., check, wire transfer) made by Customer in full within the terms of each invoice. Payment in other forms, including credit card, p-card, or other non-cash payments shall be subject to a convenience above the cash price. Please speak to your AVI representative if you have any questions in this regard.

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 12/1/20	SUBMITTED BY: Mark Elbert, CDD	Bree Robbins, Legal
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>

SUBJECT:

AVI Systems Inc., sales agreement for the Emergency Operation Center, pending CARES ACT funding approval. ✓

SYNOPSIS/BACKGROUND:

The updated system will allow our teams to operate in a crisis, even amid a pandemic where we cannot physically be located in the EOC room. The updated room, furniture, and technology will help us better be able to serve our citizens if there is an emergency such as the flooding in 2019, protests, COVID-19, or other emergency needed to bring together people to avert the crisis. This room will have display and communication technology to allow the City to conduct various types of meetings and events in the room to accommodate the primary use case of a EOC, but also presentation, learning, board meetings and other formal and improve types of gatherings. The technology will also support web conferencing platforms to include remote attendees or resources outside of the room in a collaborative manner by using 2-way Audio and Video feeds.

FISCAL IMPACT: 505,042.10      BUDGETED FUNDS?: NO      GRANT/MATCHING FUNDS?: YES

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: NO      COUNTER-PARTY:      INTERLOCAL AGREEMENT: NO

CONTRACT DESCRIPTION: \_\_\_\_\_

CONTRACT EFFECTIVE DATE: \_\_\_\_\_ CONTRACT TERM: \_\_\_\_\_ CONTRACT END DATE: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_

START DATE: \_\_\_\_\_ END DATE: \_\_\_\_\_ PAYMENT DATE: \_\_\_\_\_ INSURANCE REQUIRED: NO

CIP PROJECT NAME: \_\_\_\_\_ CIP PROJECT NUMBER: \_\_\_\_\_

STREET DISTRICT NAME (S): \_\_\_\_\_ STREET DISTRICT NUMBER (S): \_\_\_\_\_

ACCOUNTING DISTRIBUTION CODE: \_\_\_\_\_ ACCOUNT NUMBER: \_\_\_\_\_

RECOMMENDATION:

Authorize and approve the Mayor to sign the Retail Sales Agreement with AVI in the amount of \$505,042.10 for the Pro-Integration of the Emergency Operations Center, pending CARES ACT funding.

ATTACHMENTS:

1. RSA 11.17.20 for EOC	2. _____	3. _____
4. _____	5. _____	6. _____

SIGNATURES:

LEGAL APPROVAL AS TO FORM: \_\_\_\_\_

FINANCE APPROVAL AS TO FORM: \_\_\_\_\_

ADMINISTRATOR APPROVAL AS TO FORM: \_\_\_\_\_

*Bree Robbins*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_

# Retail Sales Agreement



AVI Systems Inc., 5055 S 111th St Omaha, NE, 68137-2339 | Phone: (402)593-6500, Fax: (402)593-8500

Proposal Number: 1028743  
Prepared For: Bellevue, City of  
Attn: Tahnee King

Proposal Date: November 17, 2020  
**City of Bellevue, PRO-INTEGRATION of  
"EOC Emergency Operations Center"**

Prepared By: Kevin Keller  
Phone: (402)384-4563  
Email: kevin.keller@avisystems.com

## BILL TO

Attn: Tahnee King  
Bellevue, City of  
1500 Wall Street  
Bellevue, NE, 68005  
Phone: (402)293-3000  
Email: tahnee.king@bellevue.net  
Customer Number: 9552

## SITE

Attn: Mark Elbert  
Bellevue, City of  
1500 Wall Street  
Bellevue, NE, 68005  
Phone: (402)293-6085  
Email: mark.elbert@bellevue.net

## COMMENTS

## PRODUCTS AND SERVICES SUMMARY

Equipment	\$323,780.86
Integration	\$58,303.78
PRO Support	\$102,500.00
Shipping & Handling	\$20,457.46
Tax	\$0.00
<b>Grand Total</b>	<b>\$505,042.10</b>

Unless otherwise specified. The prices quoted reflect a discount for a cash payment (i.e., check, wire transfer) made by Customer in full within the time stated for payment on each invoice. Discount only applies to new items included on the invoice, and only applies if the balance on the invoice is paid in full.

All returned equipment is subject to a restocking charge. The prices are valid for 30 days and may be locked in by signing this Retail Sales Agreement.

Overdue balances are subject to a finance charge of 1.5% per month, or interest at the highest rate permitted by applicable law. In the event AVI must pursue collection of unpaid invoices, Customer agrees to pay all of AVI's costs of collection, including its attorneys' fees.

## INVOICING AND PAYMENT TERMS

Customer and AVI have agreed on the payment method of ON ACCOUNT. Payment must be remitted by stated method. To the extent Customer seeks to use of any payment methods other than stated, and that payment method results in an increased transaction cost to AVI, the new payment must be approved in writing, and the Customer shall be responsible for paying the increased transaction cost to AVI associated with the change in payment method. Payments shall be made 30 days from invoice date. So long as the invoice has been sent and the Customer's payment is made within the terms work will continue.

AVI uses progress billing, and invoices for equipment and services allocated to the contract on a monthly basis. Unless otherwise specified, all items quoted (goods and services) as well as applicable out of pocket expenses (permits, licenses, shipping, etc.) are invoiced in summary (including applicable sales taxes due for each category of invoiced items).

Customer is to make payments to the following "Remit to" address:

AVI Systems  
NW8393 PO Box 1450  
Minneapolis, MN 55485-8393

If Payment Method is ACH: Customer must make all payments in the form of bank wire transfers or electronic funds transfers through an automated clearinghouse with electronic remittance detail, in accordance with the payment instructions AVI Systems provides on its invoice to Customer.

A monthly summary of detailed equipment received is available upon request. Equipment received may be different than equipment billed based on agreed billing method.

**TAXES AND DELIVERY**

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Unless stated otherwise in the "Products and Services Summary" above, AVI will add and include all applicable taxes, permit fees, license fees, and delivery charges to the amount of each invoice. Taxes will be calculated according to the state law(s) in which the product(s) and/or service(s) are provided. Unless Customer provides a valid tax exemption certificate for any tax exemption(s) claimed, AVI shall invoice for and collect all applicable taxes in accordance with state law(s), and Customer will be responsible for seeking a tax credit/refund from the applicable taxing authority.

**AGREEMENT TO QUOTE AND DOCUMENTS CONSTITUTING YOUR CONTRACT WITH AVI**

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Customer hereby accepts the above quote for goods and/or services from AVI. When duly executed and returned to AVI, AVI's Credit Department will check Customer's credit and approve the terms. After approval by AVI's Credit Department and signature by AVI, this Retail Sales Agreement will, together with the [AVI General Terms & Conditions](http://www.avisystems.com/TermsOfSale) (which can be found at <http://www.avisystems.com/TermsOfSale>) form a binding agreement between Customer and AVI. (This Retail Sales Agreement and the AVI General Terms & Conditions of Sale (the "T&Cs") are referred to collectively as the "Agreement"). If not defined in this Agreement, all capitalized terms shall have the meaning given to them in the T&Cs. Should AVI's Credit Department determine at any point prior to AVI commencing work that Customer's credit is not adequate, or should it otherwise disapprove of the commercial terms, AVI reserves the right to terminate the Agreement without cause and without penalty to AVI.

**AGREED AND ACCEPTED BY**

---

_____	<b>AVI Systems, Inc.</b>
Company	Company
_____	_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Date	Date

**CONFIDENTIAL INFORMATION**

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The company listed in the "Prepared For" line has requested this confidential price quotation, and shall be deemed "Confidential Information" as that term is defined in the T&Cs. This information and document is confidential and is intended solely for the private use of the customer identified above. Customer agrees it will not disseminate copies of this quote to any third party without the prior written consent of AVI. Sharing a copy of this quote, or any portion of the Agreement with any competitor of AVI is a violation of this confidentiality provision. If you are not the intended recipient of this quote (i.e., the customer), you are not properly in possession of this document and you should immediately destroy all copies of it.

## SERVICES TO BE PROVIDED

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### INTEGRATION SERVICES

#### INTEGRATION SCOPE OF WORK

**Location:** City of Bellevue  
1500 Wall Street  
Bellevue, NE 68005

**Environment:** 2<sup>nd</sup> Floor EOC "Emergency Operations Center"

**Primary Stakeholders:** Tahnee King, *Bellevue City Paralegal*, [tahnee.king@bellevue.net](mailto:tahnee.king@bellevue.net) 402-682-6157  
Mark Elbert, *Community Development Director*, [mark.elbert@bellevue.net](mailto:mark.elbert@bellevue.net) 4020-293-6085

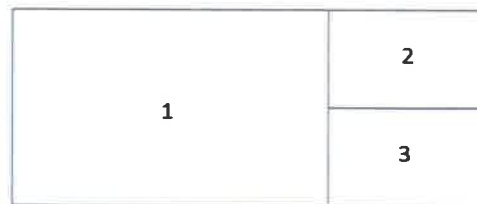
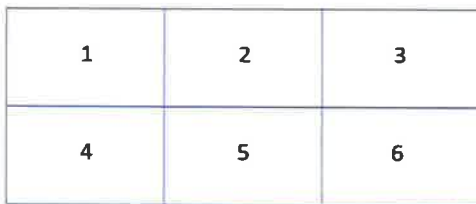
#### A. SUMMARY:

The existing space on the 2<sup>nd</sup> Floor referred to as "EOC" Emergency Operations Center has been discussed in detail with AVI Systems and the Project Stakeholders. This room will have display and communication technology to allow the City to conduct various types of meetings and events in the room to accommodate the primary use case of a EOC, but also presentation, learning, board meetings and other formal and improve types of gatherings. The technology solution will allow users access to various information sources on an "as needed basis" to consume and share the data so that strategic decisions can occur. The technology will also support web conferencing platforms (Zoom is currently preferred by City) to include remote attendees or resources outside of the room in a collaborative manner by using 2-way Audio and Video feeds.

#### B. SYSTEM DESCRIPTION:

The EOC room will have a 3x2 LCD video wall that will be routable by 1-6 sources at once to reference at any given time. AVI has also worked with T1V Company to provide a secondary 1x6 Portrait Style Interactive LCD Wall to be installed on the adjacent wall. An operator and directors' desk will reside in the back of the room with a large table in the center of the room. Customer may provide ancillary tables/seating as desired along walls of the room for additional attendees.

- **Displays:**
  - **3x2 Reference Display:**
    - This large display will be 2 monitors high by 3 monitors wide. Up to 6 independent images can be viewed on it at once, it can display a single image across all 6 monitors, or customer can choose to spread an image across four of the monitors along with 2 other sources remaining.



- **T1V 1x6 Wall:**
  - This wall will be configured as 1x6 row of monitors (portrait style) are configured as a single image or canvas. Hence you have many sources or images on the canvas (~20x the resolution of HD) to utilize. T1V will supply and install the wooden cabinet to minimize facility construction or remodeling. AVI will coordinate with a sub-contractor once wall is assembled to create a dark black/charcoal color (TBD with customer and room aesthetics) laminate to go over the wood paneling to give it a finished look. These panels will be removable to service the unit as needed in the future.

Sample pictures to reference:



- **Source Devices:**
  - OFE Network PC 1 (Web Conferencing / T1V Control)
  - OFE Network PC 2 (Drone Footage or any desired purpose)
  - OFE Network PC 3 (Spare / Flex PC to be used for anything - Content, Internet, Files, Video, etc)
  - Table Laptop 1 \*\*Will also have USB connectivity to Camera and Audio so it can do Web Conf)
  - Table Laptop 2
  - Table Laptop 3
  - Table Laptop 4
  - Operator Desk Laptop \*\*Will also have USB connectivity to Camera and Audio so it can do Web Conf)
  - Cox Cable Tuner 1 (Local News or other)
  - Cox Cable Tuner 2 (National News or other)
  - T1V Dock Source \*\*Image will be routable to the Reference wall

- Conference Room Table:
  - There will be (4) available laptop connections on the table. Locations and method of table penetration to TBD with customer and furniture manufacturer. A potential for ancillary devices such as “Cable Cubby/Flip top boxes” etc may be determined at that time. AVI has not budgeted for these unknown hardware devices yet but does include labor for anticipation of wiring them.
  
- Operators & Directors Desk:
  - .Furniture details are TBD with customer and furniture manufacturer. AVI will anticipate putting customers (3) OFE Network computes in the desk. Each computer will have a 27” monitor residing on top of the desk for operator to view and manipulate via a wireless keyboard/mouse for each PC. A laptop connection will also be provided on the desk for Aux laptop or source flexibility if guest or other means require a laptop to conduct a web conference from this location as well.
  
- Audio:
  - (6) Ceiling Speakers will be installed for Program volume of a Selected Source, Audio conferencing and Web conferencing
  - (2) Ceiling microphones, each with 8 digital audio lobes will be installed. AVI to configure using software, the audio lobes to cover the entire room for seated attendees and at heights for presenters or users standing in the room. Hence, attendees will be able to speak freely in the room without using tabletop mics or wearing a microphone. Operator will have ability to mute/unmute as desired.
  
- Conferencing:
  - AVI to configure the system for VoIP audioconferencing. Customer to coordinate with AVI the phone number and switch settings as done elsewhere. Users will be able to place normal speakerphone enables dialing from within the room.
  - The (2) ceiling microphones and source volume will be mixed and fed to the following locations to ingest room audio into a web conferencing platform (Zoom) of their choice:
    1. OFE Network PC 1
    2. Operator Laptop Connection
    3. Desk Laptop Connection 1
    4. T1V 1x6 LCD Video Wall Display
  
- Switching:
  - **3x2 Reference Display:**
    - All (10) display sources will be routable to the 3x2 reference wall, including the “Dock” image created from the T1V display.
  - **T1V 1x6 Wall:**
    - All (10) display sources and the selected USB Camera (active at the time) will feed the T1V Displays as dedicated inputs.
    - T1V “Air Connect” will be configured to allow other users/sources using the app and session security code to remotely connect to the wall as well.
  
- Controls:
  - AVI to create a customer GUI interface that customer/operator will utilize on a 11” Touchscreen that will reside on the operator’s desk. Interface will include all functionality to turn system on/off, source selection and routing, audioconferencing, volume controls, cameral selection, camera preview, camera presets, etc.
  - AVI to provide an wireless iPad device that will mirror the 11” touch panel with intent to be a wireless offering that can be used at the table or elsewhere in the room, and also serve as a redundant interface to the system to provide a backup method to controlling the room. AVI to coordinate charging location with customer (TBD on table or operators’ desk).
  
- Equipment Location:
  - The nearby Break Room will be the location for an independent enclosed AV equipment rack that will contain most of the peripheral AV components needed for the AV environment. This rack will be on caster wheels to

pivot/move away from the wall for accessibility and will have ventilated doors for cooling. The doors will be keyed for customer to maintain controlled access to system.

- Commercial Surge Protection / AC conditioning has been placed on all AV equipment to anticipate the potential for variances if/when the facilities backup AC generator is activated due to a power outage or loss. This will protect the sensitive AV environment from damage. AVI has included (2) UPS's to cover the disruption of power during a building transition for the highly sensitive (or at risk) components of the system (refer to the Power Drawing 707). All other non-critical components will remain on AC strips but will still be behind a line conditioner. This will mitigate catastrophic disruption or failure to the AV system in such an unexpected event. AVI will also provide a Surge Conditioner under the Commanders/Operators desk to protect the (3) OFE Computers.
- Notes / Comments Specific to Owner:
  - Customer will add electrical, data, coax cable drops, and cable pathways access declared in the drawings from AVI. AVI will specify designation of the data drops for ether LAN, GUEST Network, VOIP configuration by customer for each of the locations.
  - Customer will prepare the walls for structural requirements/backing per the drawings provided by AVI and any patch/paint needed to finish room from whiteboards or pegboard that customer anticipated removing.
  - Customer to provide (as planned)
    - (3) Owner Furnished Equipment (OFE) Computers
    - (2) Cox Cable TV Tuners
  - Customer was taking recommended to install carpet tiles in room to assist with ambient room noise, echo, and mitigate room noise now that audio and video conferencing will be conducted in the space.
  - Customer was going to take recommendation to install light fixtures above each of the (2) LCD Video Walls to be put on a separate wall switch.
  - Customer was working with a 3<sup>rd</sup> party furniture company on a design of the large table, operators desk and peripheral counter desks, that as an authorized dealer may be asked to provide the determined furniture quote as a separate quote to the City of Bellevue. AVI is happy to oblige as needed and will help customer coordinate the delivery and installation into the project timeline accordingly. AVI will also help customer review any customizations in the design process to accommodate the AV connections, OFE computers/monitors, laptop connections etc. before final order of furniture is placed. Any table top connections or "pass-thru connection" devices for the laptops or monitors on the table or Desk are not identified at this time and will be added to the Furniture proposal once determined.
  - AVI will coordinate with customer for T1V training to be onsite for 1 day of training with identified staff. Additional coordination by customer may be required to work with T1V to coordinate any desired efforts around setting up an email account, printing abilities, or network file share access as desired. For these efforts, T1V will work remotely with customer as needed.

**Pro Support Included:**

**TIV Company:**

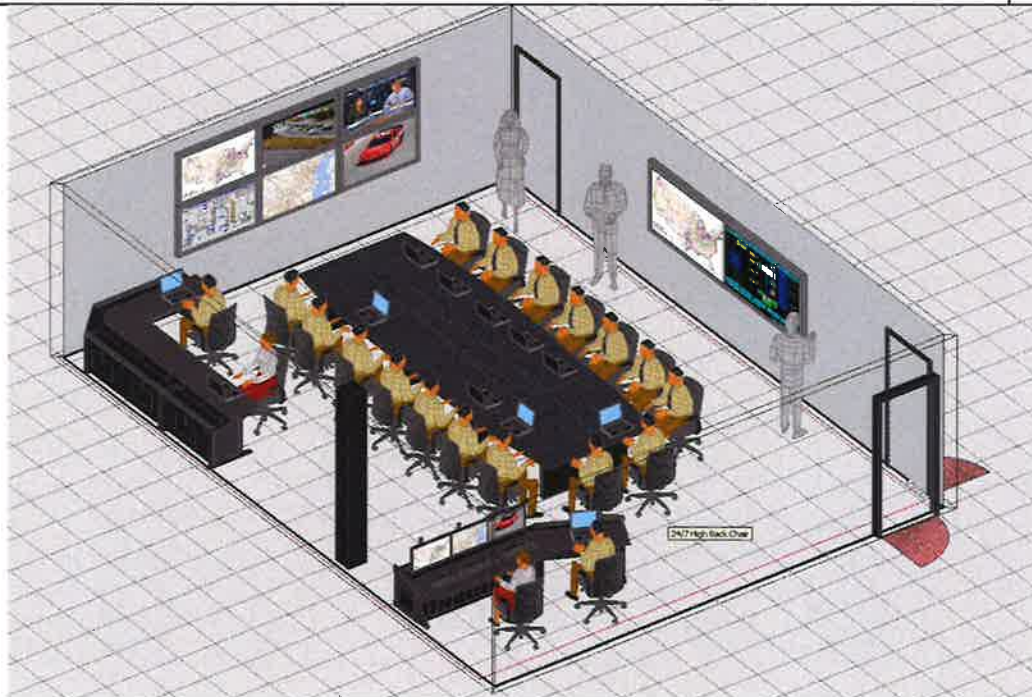
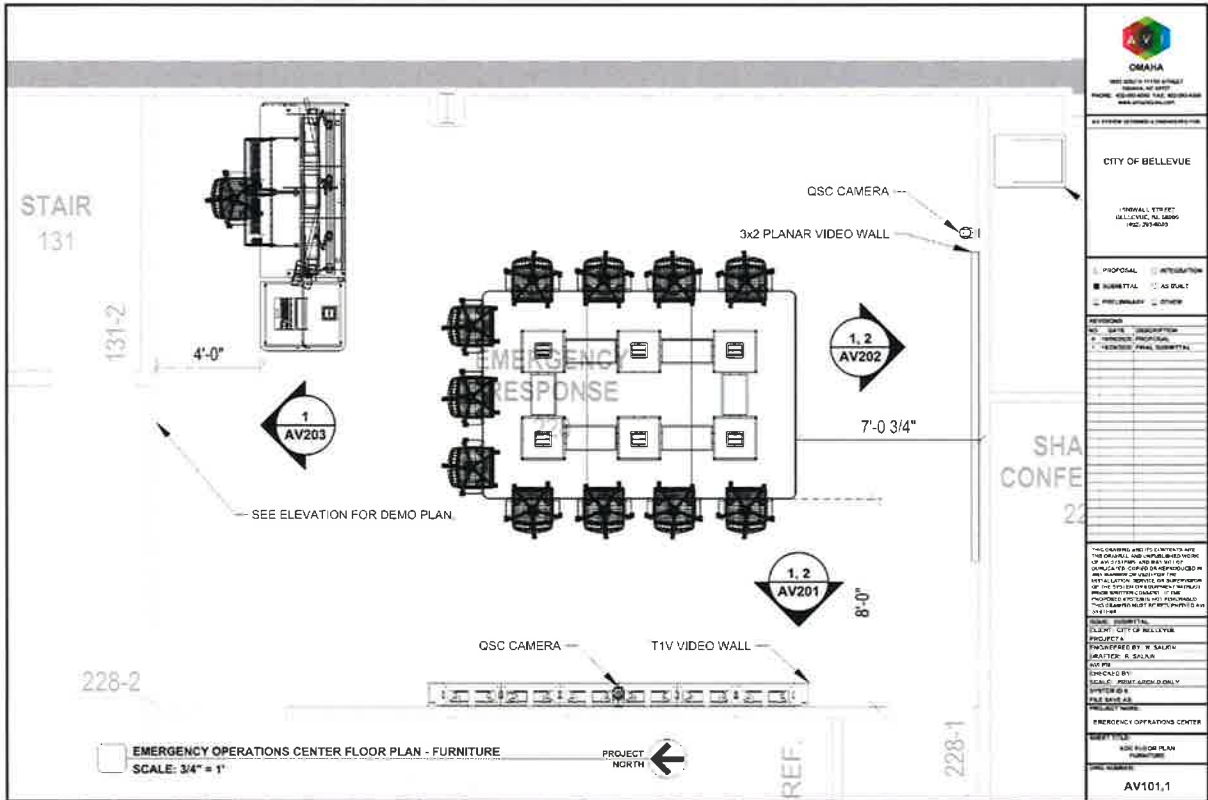
- Customer will have direct manufacture support from T1V company for the 1x6 LCD wall application and components. This proposal includes costs and expenses for 60 months (5 years).

**AVI Systems:**

- Customer will have direct support from AVI Systems on all the AV System components other than the T1V wall for encompassing coverage on the entire environment and room. However, in customers interest, AVI will also be authorized to contact T1V on customers behalf to troubleshoot, update software, etc. AVI will be authorized to conduct any such hardware replacement on the T1V wall as well.
- AVI will conduct bi-annual room re-certifications, conduct phone, remote and onsite support along with provide hardware warranty on equipment outside of the manufacture's standard warranties. SLA's and

other commitments are described and reference below in **"CUSTOMER CARE and ENTITLEMENT MATRIX"** section of the proposal. This proposal includes costs and expenses for 36 months (3 years) to begin at system commissioning. Its anticipated that these support expenses will co-term for 3 years at which time AVI will provide City of Bellevue an option to continued coverage of both again.

Sample Conceptual pictures to reference: (See separate AVI Submittal Package for actuals and As-Build drawings)



**C. EXCLUSIONS:** The following work is **not included** in our Scope of Work:

- All conduits, high voltage, wiring panels, breakers, relays, boxes, receptacles, etc.
- Concrete saw cutting and/or core drilling
- Fire wall, ceiling, roof and floor penetration
- Necessary gypsum board replacement and/or repair
- Necessary ceiling tile or T-bar modifications, replacements and/or repair
- Structural support of equipment \*AVI Systems not responsible for building related vibrations
- Installation of ceiling mounted projection screen
- All millwork (moldings, trim, cut outs, etc.)
- Patching and Painting
- Permits (unless specifically provided for and identified within the contract)
- Unless otherwise stated the pricing in this agreement does not include prevailing wage or union labor
- Unless specifically noted lifts and scaffolding are not included

**D. CONSTRUCTION CONSIDERATIONS:**

In order to accomplish the outlined goals of this project, the Customer will be responsible for contracting with an outside entity to make the necessary modifications to the space as directed by AVI Systems. The costs associated with these modifications are not included in this proposal.

**E. NOTICE: THIS SCOPE OF WORK IS DELIVERED ON THE BASIS OF THE FOLLOWING ASSUMPTIONS:**

- The room(s) match(es) the drawings provided.
- Site preparation by the Customer and their contractors includes electrical and data placement per AVI Systems specification.
- Site preparation will be verified by AVI Systems project manager or representative before scheduling of the installation. All work areas should be clean and dust free prior to the beginning of on-site integration of electronic equipment.
- Customer communication of readiness will be considered accurate and executable by AVI Systems project manager.
- In the event of any arrival to site that AVI Systems is not able to execute work efficiently and definably progress, the Customer will be charged a fee to reimburse AVI Systems for all lost time and inefficiencies. At this time, the Customer will be presented a Contract Change Order and will/may halt work until acceptance by the Customer and rescheduling of the integration effort is agreed upon.
- Rescheduling and redeployment of AVI Systems technicians due to unacceptable site preparation may cause scheduling delays of up to 10 business days.
- There is ready access to the building / facility and the room(s) for equipment and materials.
- There is secure storage for equipment during a multi-day integration.
- If Customer furnished equipment and existing cabling is to be used, AVI Systems assumes that these items are in good working condition at this time and will integrate into the designed solution. Any repair, replacement and/or configuration of these items that may be necessary will be made at an additional cost.
- All Network configurations including IP addresses are to be provided, operational and functional before AVI Systems integration begins. AVI Systems will not be responsible for testing the LAN connections.
- Cable or Satellite drops must be in place with converter boxes operational before the completion of integration. Any delay resulting in extra work caused by late arrival of these items will result in a change order for time and materials.
- Document review / feedback on drawings / correspondence will be completed by the Customer within two business days (unless otherwise noted).
- The documented Change Control process will be used to the maximum extent possible – the Customer will have an assigned person with the authority to communicate/approve project Field Directed Change Orders and Contract Change Orders (see Appendix).
- In developing a comprehensive proposal for equipment and integration services AVI Systems' Sales Representatives and Engineering teams must make some assumptions regarding the physical construction of your facility, the availability of technical infrastructure and site conditions for installation. If any of the conditions

we have indicated in the site survey form are incorrect or have changed for your particular project or project site, please let your Sales representative know as soon as possible. Conditions of the site found during integration effort which are different from those documented may have an effect on the price of the system solution, integration or services. To ensure that you have an accurate proposal based on your facility and specific to the conditions of your project, please review all project documentation carefully.

## **F. INTEGRATION PROJECT MANAGEMENT PROCESSES**

AVI Systems will follow a foundational project management process which may include the following actions/deliverables (based on the size/complexity/duration of the integration project):

- Site Survey – performed prior to Retail Sales Agreement and attached
- Project Welcome Notice – emailed upon receipt of Purchase Order
- Project Kick-Off meeting with Customer Representative(s) – either by phone or in-person
- Project Status reviews – informal or formal – either by phone or in-person (based on the size/complexity/duration of the project)
- Project Change Control – comprised of Field Directed Change Order and/or Contract Change Order submittals (see Appendix)
- Notice of Substantial Completion (see Appendix) – at Customer walk-through – prior to Service transition

## **G. KNOWLEDGE TRANSFER (TRAINING)**

This is geared specifically towards the end-user / operator. The purpose of this knowledge transfer is to provide operators with the necessary knowledge to confidently and comfortably operate all aspects of the integrated system. Areas covered include the following:

- Equipment and system overview
- Equipment operation and function
- Equipment start up, stop, and shut down
- Equipment automatic and manual operation
- Discussion and documentation relating to control system operation
- Discussion and documentation relating to system processor and its control applications
- Powering up, powering down AV system via control system
- Manual operation of display systems, audio system and all other related components
- Use/operation of patch panels, when and where to be used
- Who to call when help is required

## **H. AVI SYSTEMS INTEGRATION SERVICES RESPONSIBILITIES**

AVI Systems will provide services/work for the project as described above in the Scope of Work or per the attached separate Scope of Work document detailing the scope of work to be performed.

- Provide equipment, materials and service items per the contract products and services detail.
- Provide systems equipment integration and supervisory responsibility of the equipment integration.
- Provide systems configuration, checkout and testing.
- Provide project timeline schedules.
- Provide necessary information, as requested, to the owner or other parties involved with this project to ensure that proper AC electrical power and cableways and/or conduits are provided to properly integrate the equipment within the facilities.
- Provide manufacturer supplied equipment documentation.
- Provide final documentation and “as built” system drawings (CAD) - if purchased.
- Provide system training following integration to the designated project leader or team.

## **I. CUSTOMER INTEGRATION SERVICES RESPONSIBILITIES**

- Provide for the construction or modification of the facilities for soundproofing, lighting, electrical, HVAC, structural support of equipment, and decorating as appropriate. Includes installation of ceiling mounted projection screen.
- Provide for the ordering, provisioning, installation, wiring and verification of any Data Network (LAN, WAN, T1, ISDN, etc.) and Telephone Line (Analog or Digital) equipment and services prior to on-site integration.
- Provide all necessary cableways and/or conduits required to facilitate AV systems wiring.
- Provide all necessary conduit, wiring and devices for technical power to the AV systems equipment.

- Provide reasonable accesses of AVI Systems personnel to the facilities during periods of integration, testing and training, including off hours and weekends.
- Provide a secure area to house all integration materials and equipment.
- Provide a project leader who will be available for consultation and meetings.
- Provide timely review and approval of all documentation (Technical Reports, Drawings, Contracts, etc.).

**CUSTOMER CARE**

**CUSTOMER CARE SERVICES TO BE PROVIDED**

Customer Care is the ongoing care and maintenance services delivered to keep your System(s) functioning as originally designed and installed. AVI Systems will perform the services below, as further described in Definitions, for covered Systems.

Customer Care Entitlement Matrix					
Entitlement	Definition	System Support	Unified Communications	Digital Media	Service Level
Incident Management	AVI Systems provides Priority Support to troubleshoot, remediate, and escalate all Incidents through to resolution.	Included	Included	Included	Remote initiation within two (2) business hours, Monday through Friday during standard hours (8am-5pm local time, excluding holidays)
Remote Support	AVI Systems provides remote Priority Support for supported systems to diagnose and resolve incidents.	Included	Included	Included	Remote response within (8) business hours, Monday through Friday during standard hours (8am-5pm local time, excluding holidays)
Onsite Support	AVI Systems provides Priority Support for technician dispatch to the client location to diagnose and resolve an Incident.	Included	Not Included	Not Included	Onsite response within eight (8) business hours, Monday through Friday during standard hours (8am-5pm local time, excluding holidays)
Advanced Parts Replacement	AVI Systems provides advanced replacement of failed hardware components. Does not include Consumables or Obsolete Equipment.	Included	Included	Included	Repair and/or replacement is manufacturer dependent. Loaner Equipment on Best Effort basis
Software Update Assistance	AVI Systems provides labor to implement updates of existing software to correct software errors and/or resolve incidents	Included	Included	Included	
System Training	AVI Systems conducts user training to cover operation of the system and how to contact AVI Systems for support. Technical, Administrative, or Product Specific training is available separate from this agreement.	Included	Not Included	Not Included	Remote user training, scheduled at least one (1) week in advance
System Health Checks	AVI Systems personnel perform preventative maintenance. Includes cleaning, adjustments, functional tests, and replacement of parts to keep the system equipment in efficient operating condition.	Included	Not Included	Not Included	Two (2) System Health Checks per year, each scheduled at least one (1) week in advance
Asset Management	AVI Systems tracks asset information for Systems.	Included	Included	Included	

## **CUSTOMER CARE DEFINITIONS**

**System** – Defined as the items listed in the Products and Services Detail section of this Agreement or listed on an attached Equipment List with the exception of Consumables, Owner Furnished Equipment, and Obsolete Equipment.

**Priority Support** – Means all work under AVI Systems support agreements with Customers is scheduled ahead of any other on-demand work.

**Remote Support** – Means a service whereby remote calls made to communications and terminal equipment via Customer provided IP connection to determine failures and remedies. Only available where equipment is capable and configured by AVI Systems to provide same.

**Onsite Support** - Service level response assumes client location is within 60 miles of an AVI Systems Service Center. Additional travel costs may apply if the client location is beyond 60 miles of an AVI Systems Service Center.

**Consumables** – Means parts such as recording media, batteries, projection lamps and bulbs, etc. Consumables are parts that are not included under this Agreement.

**Obsolete Equipment** – Defined as items (though possibly still in use) that are outdated with no manufacturer support or parts availability, or products with formal end of life as defined by their manufacturer. Obsolete Equipment are parts that are not included under this Agreement.

**Loaner Equipment** – Defined as table top LCD projectors and flat screen monitors under 50". Table top projectors are not integrated into a system. Flat screen monitors will be installed onto a wall if reasonably possible.

**Best Effort** – Means AVI Systems strives to provide the Service or repair any Incident in an appropriate and generally accepted manner using the resources available but makes no promise in this reference.

**Advanced Parts Replacement** - Provides for recycling of equipment covered in a system or consumables with no additional fees. Includes coverage for shipping to/from manufacturer for equipment sent to for warranty diagnosis, repair or exchange

**Software Update Assistance** – Defined as revisions of existing software which provide maintenance to correct software errors. Assumes software is provided at no charge by the manufacturer or covered under a valid manufacturer maintenance contract. Cascading software dependencies may impact ability to issue updates. Software and features which require additional licensing are not included under this Agreement. Changes to custom templates or scripts after initial deployment are available separate from this agreement.

## **CUSTOMER CARE - UNIFIED COMMUNICATIONS**

### **Remote Technical Support**

- Help Desk phone number: 866-836-8277
- Help Desk email: [ucsupport@avisystems.com](mailto:ucsupport@avisystems.com)

## **CUSTOMER CARE - DIGITAL MEDIA**

### **Remote Technical Support**

- Help Desk phone number: 866-929-4256
- Help Desk email: [dmsupport@avisystems.com](mailto:dmsupport@avisystems.com)

## **SYSTEM SUPPORT TERMS**

**Coverage Dates** – Unless otherwise stated, the service coverage date will be effective as of substantial completion or System Support Agreement invoice date; whichever is applicable. Coverage will extend for the duration specified by the corresponding line item description found in the Product and Services Detail section of this Agreement. AVI Systems reserves the right to withhold services until the invoice is paid in full.

**Exclusions** – For situations where AVI Systems is providing service or support under this Agreement, no cost service, maintenance or repair shall not apply to the Equipment if any person other than an AVI Systems technician or other

person authorized by AVI Systems, without AVI Systems prior written consent, improperly wires, integrates, repairs, modifies or adjusts the Equipment or performs any maintenance service on it during the term of this Agreement. Furthermore, any Equipment service, maintenance or repair shall not apply if AVI Systems determines, in its sole discretion, that the problems with the Equipment were caused by (a) Customer's negligence; or (b) theft, abuse, fire, flood, wind, lighting, unreasonable power line surges or brownouts, or acts of God or public enemy; or (c) use of any equipment for other than the ordinary use for which such equipment was designed or the purpose for which such equipment was intended, or (d) operation of equipment within an unsuitable operating environment, or (e) failure to provide a suitable operating environment as prescribed by equipment manufacturer specifications, including, without limitation, with respect to electrical power, air conditioning and humidity control.

Systems Support Terms are in addition to AVI Systems' General Terms and Conditions of Sale.

**PRODUCTS AND SERVICES DETAIL**

**PRODUCTS:**

<u>Model #</u>	<u>Mfg</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>	<u>Extended</u>
<b>EOC Room</b>					
SF-OT8-55-6X1P-F	T1V	6 x 1 (55") T1V Interactive Wall with optical multi touch screen (32 points), floor mount	1	\$68,690.00	\$68,690.00
CX-06-THPII	T1V	Computer with rack mount enclosure	1	\$23,601.25	\$23,601.25
SFT-06-THPII-5	T1V	5 year Software License + Remote Support (Computer & Software) - Thinkhub Multipanel	1	\$41,182.67	\$41,182.67
ACC-HLI-4-B	T1V	Hardline Video Capture Input setup and configuration; 1080p 4 x HDMI input - 3U rack mount	2	\$3,211.25	\$6,422.50
ACC-HLI-2-B	T1V	Hardline Video Capture Input setup and configuration; 1080p 2 x HDMI input - 3U rack mount	1	\$2,521.25	\$2,521.25
ACC-TC-ADD	T1V	Add-On: TouchControl for a Hardline Input setup and configuration	3	\$552.50	\$1,657.50
SFT-SU-TH-ZOM	T1V	Zoom Initial Set up for ThinkHub	1	\$902.50	\$902.50
SFT-SU-TH-DOCK	T1V	Setup and configuration for ThinkHub Dock	1	\$926.25	\$926.25
SFT-SU-TH-CR-CUS	T1V	Custom configuration for Crestron / AMX Control equipment (includes 10 custom commands)	1	\$4,455.00	\$4,455.00
INSTR-TH-C3	T1V	Installation of: All-In-One Multi Panel Interactive Wall with ThinkHub Pro II	1	\$13,527.50	\$13,527.50
COMM-TH	T1V	Commissioning + Training Trip scheduled for after the completion of project	1	\$4,682.50	\$4,682.50
SX-LX55X-P-ERO-SPARE	T1V	Spare 55" (ERO) 1.7mm Bezel / 500nit Display (Portrait)	1	\$5,765.00	\$5,765.00
920-002553	LOGITECH	COMBO MK520 WIRELESS KEYBOARD	1	\$56.90	\$56.90
998-1492-00	PLANAR	MX55M-L	6	\$8,324.32	\$49,945.92
750-2172-04	PLANAR	VC4, 4xHDMI+DP In, 4xCAT6 Out 4-Out Video Controller, 4xHDMI + DP In, 4xCat6 out	2	\$0.00	\$0.00
750-2188-00	PLANAR	RPS, Dble, 110/220V	1	\$0.00	\$0.00
902-0748-00	PLANAR	RPSM	1	\$945.95	\$945.95
935-0476	PLANAR	Fee for Additional 4-Output VCs	1	\$1,765.74	\$1,765.74
437-2432	PLANAR	Vertical spacer bracket LX/MX55M-L	6	\$0.00	\$0.00
572-5196	PLANAR	Horizontal spacer bracket LX/MX55M-L	8	\$0.00	\$0.00
530-0952	PLANAR	Screw,M5X.8X8,BHCS,BLK, 25/BAG	6	\$0.00	\$0.00
955-0790	PLANAR	Kit,Matrix G3 Accy Kit - US Not Set	1	\$0.00	\$0.00

572-5259-00	PLANAR	SHT MTL, CVR, BTM, 55M-L	3	\$75.68	\$227.04
572-5260-00	PLANAR	SHT MTL, CVR, TOP, 55M-L	3	\$75.68	\$227.04
572-5261-00	PLANAR	SHT MTL, CVR, SIDE, 55M-L	4	\$56.76	\$227.04
530-1193	PLANAR	Screw,M4x7x8mm, 5/bag Not Set	10	\$0.00	\$0.00
903-0639	PLANAR	Power Cable, 15 ft., U.S.	3	\$0.00	\$0.00
903-0773	PLANAR	US AC Power Cord	3	\$0.00	\$0.00
175-0865-00	PLANAR	PWR, DC, 48V, 100FT	2	\$283.78	\$567.56
175-0754-01	PLANAR	100 foot (30.4m) CAT 6 Cable for HDBaseT extension and control	6	\$94.59	\$567.54
175-0993-01	PLANAR	Cable Assy,PWR,DC,LOOP,8FT	4	\$56.76	\$227.04
955-0807-00	PLANAR	Matrix G3 Display Test Kit / PS - US	1	\$378.38	\$378.38
905-0058	PLANAR	ONSITE SUPPORT	1	\$5,905.41	\$5,905.41
CORE 510I KIT	QSC	PROCESSOR,CORE 510I,100-240V,NON-CTO MODEL	1	\$5,000.00	\$5,000.00
SL-001006-00	QSC	Q-SYS Core 510 Scripting Engine Software License, Perpetual	1	\$562.50	\$562.50
SL-001011-00	QSC	Q-SYS Core 510 UCI Deployment Software License, Perpetual	1	\$312.50	\$312.50
FG-212111-00	QSC	Q-Sys Dante Bridge Card, 64x64 (Field Configured-packaged individually)	1	\$1,250.00	\$1,250.00
FG-212107-10	QSC	ACCESSORY,CIML4 TYPE2,Q-SYS CIML4 KIT TYPE2	1	\$262.50	\$262.50
FG-212103-10	QSC	ACCESSORY,COL4 TYPE 2,,,Q-SYS COL4 KIT TYPE 2	1	\$237.50	\$237.50
FG-222012-03	QSC	CAMERA,PTZ-12X72,12V,GY	2	\$3,125.00	\$6,250.00
FG-060006-00	QSC	SPEAKER,AC-C6T,6" CEILING,W/XFMR & BACKCAN	6	\$100.00	\$600.00
FG-002202-00	QSC	AMPLIFIER,SPA2-60-NA,100-240V	1	\$437.50	\$437.50
TSC-116TW-G2-BK	QSC	11.6" Touch Panel with Table Top mounting accessory included.	1	\$2,156.25	\$2,156.25
FG-901179-01	QSC	VIDEO,NV-32-H,NETWORK VIDEO ENDPOINT	17	\$2,375.00	\$40,375.00
IP2IR-P	GLOBAL CACHE	Global Cache iTach IP2IR with PoE Option	1	\$146.88	\$146.88
MXA910W-US	SHURE	Ceiling Array Microphone	2	\$3,561.31	\$7,122.62
60-1471-12	EXTRON	Twisted Pair Extender for USB Peripherals	3	\$437.50	\$1,312.50
60-1471-13	EXTRON	Twisted Pair Extender for USB Peripherals	3	\$437.50	\$1,312.50
60-190-10	EXTRON	1U 6" Deep Universal Rack Shelf Kit	1	\$87.50	\$87.50
70-077-01	EXTRON	1/4 & 1/2 Rack Width, Under-Desk Mount Kit for Two-Piece Enclosure	3	\$31.25	\$93.75
FG-212107-10	QSC	ACCESSORY,CIML4 TYPE2,Q-SYS CIML4 KIT TYPE2	1	\$262.50	\$262.50
FG-212103-10	QSC	ACCESSORY,COL4 TYPE 2,,,Q-SYS COL4 KIT TYPE 2	1	\$237.50	\$237.50
FG-901179-01	QSC	VIDEO,NV-32-H,NETWORK VIDEO ENDPOINT	2	\$2,375.00	\$4,750.00
DL-AR2866	LIBERTY AV	DIGITALINX SECURE ADAPTER RING	5	\$260.86	\$1,304.30
T10PD	LIBERTY AV	DL-AR TOOL KIT	1	\$8.55	\$8.55
DGS-1210-52MP	D-LINK	DGS-1210 Series Smart Managed 52-Port Gigabit PoE Switch including 4 Gigabit COMBO Ports, 370W PoE B	2	\$943.36	\$1,886.72
LRT214	Linksys	Business Gigabit VPN Router - 5 Ports - SlotsGigabit Ethernet - Desktop	1	\$159.84	\$159.84
POE400	Cudy	90W Gigabit Ultra PoE++ Injector Adapter	20	\$94.00	\$1,880.00
DP48688TGY	PANDUIT	DP6 PLUS - patch panel - 2U	1	\$484.99	\$484.99
C2G-27150	C2G	1FT CAT6 SNAGLESS UTP CAB	48	\$2.60	\$124.80
FSR-17258	FSR	PWB 250 Solid Abandonment Cover - White	2	\$55.00	\$110.00
HD-DA2-4KZ-E	CRESTRON	1:2 HDMI® Distribution Amplifier w/4K60 4:4:4 & HDR Support	1	\$250.00	\$250.00
OFE	OWNER	OFE - Laptops	5	\$0.00	\$0.00
OFE	OWNER	OFE - Computers	3	\$0.00	\$0.00
920-002553	LOGITECH	COMBO MK520 WIRELESS KEYBOARD	3	\$53.55	\$160.65

998-2122-00	PLANAR	PXN2700 27in wide black FHD IPS LED LCD, narrow bezel, VGA, HDMI, DP, speakers	3	\$178.82	\$536.46
OFE	OWNER	OFE - Cable Box - Cox Mini Box	2	\$0.00	\$0.00
U2V-4	MIDDLE ATLANTI	2SP VENTED SHELF 4PK	1	\$181.69	\$181.69
WRK-44SA-32LRD	MIDDLE ATLANTI	44SP/32D WRK RACK LRD	1	\$1,115.65	\$1,115.65
VFD-44	MIDDLE ATLANTI	44SP VENT.FR.DOORUNIV.BL	1	\$319.44	\$319.44
MW-RD-44	MIDDLE ATLANTI	44SP MRK/WRK REAR DOOR	1	\$75.40	\$75.40
MW-4QFT-FC	MIDDLE ATLANTI	4.5"(4)FAN/TOP W/FC M/W	1	\$533.19	\$533.19
CBS-WRK-32	MIDDLE ATLANTI	CASTER BASE FOR WRK 32DP	1	\$171.00	\$171.00
PD-2420SC-NS	MIDDLE ATLANTI	24OUTLET1X20A CIRC.CORD	4	\$135.38	\$541.52
UPS-2000-OL	SURGEX	ONLINE UPS 2000VA 2RU 20A 5P	2	\$1,914.20	\$3,828.40
SA-20	SURGEX	SURGE & POWER COND 20A 2PORT	4	\$383.10	\$1,532.40
VT1	MIDDLE ATLANTI	1SP PERFORATED VENT PANEL	4	\$12.46	\$49.84
VT2	MIDDLE ATLANTI	2SP PERFORATED VENT PANEL	1	\$15.44	\$15.44
LACE-44-OP	MIDDLE ATLANTI	77"H3-1/4"W SLOT LACER	1	\$172.19	\$172.19
UFA-8-4	MIDDLE ATLANTI	1SP UNIV FA SHLF 8"D4PK	1	\$126.46	\$126.46
FWD-SIDECLMP-4	MIDDLE ATLANTI	FORWARD SMALL DEVICE MNT SIDE CLAMP4PK	3	\$10.45	\$31.35
LATCH	MIDDLE ATLANTI	UD&RACK DR USER INSTALL L	2	\$11.88	\$23.76
SFD-KEY	MIDDLE ATLANTI	KEYS FOR FRONT DOORS(B399	2	\$2.96	\$5.92
SRD-KEY	MIDDLE ATLANTI	KEYS FOR REAR DOORS(B644A	2	\$2.96	\$5.92

**Sub-Total: EOC Room** **\$323,780.86**

**Integration**

Integration Materials	\$2,396.81
Engineering & Drawings	\$1,428.00
Project Management	\$1,861.56
Programming	\$7,511.20
Integration Cables & Connectors	\$6,834.57
On Site Integration	\$30,697.92
Testing & Acceptance	\$5,508.16
Training	\$2,065.56

**Sub-Total: Integration** **\$58,303.78**

**Total:** **\$382,084.64**

**PRO SUPPORT:**

<u>Model #</u>	<u>Mfg</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>	<u>Extended</u>
AVISSACUSTOM	AVI SYSTEMS	System Support Agreement 5 Year System Support Agreement	1.0000	\$102,500.00	\$102,500.00

Refer to page 1 for the Grand Total that includes the Taxes, and Shipping & Handling

**AVI Systems General Terms and Conditions of Sale**

The following General Terms & Conditions of Sale (the "T&Cs") in combination with either (a) a signed Retail Sales Agreement or (b) Quote under which AVI Systems, Inc ("AVI") agrees to supply goods or services constitute a binding contract (the "Agreement") between AVI and the entity identified on page one of the Retail Sales Agreement or Quote (the "Customer"). In the absence of a separately negotiated "Master Services Agreement" between AVI and Customer signed in "wet ink" by the Chief Executive Officer or Chief Financial Officer of AVI, these T&C's shall apply. Any terms and conditions set forth in any correspondence, purchase order or Internet based form from Customer to AVI which purport to constitute terms and conditions which are in addition to those set forth in this Agreement or which attempt to establish conflicting terms and conditions to those set forth in this Agreement are expressly rejected by AVI unless the same has been manually countersigned in wet ink by an Officer of AVI.

1. **Changes In The Scope of Work** – Where a Scope of Work is included with this Agreement, costs resulting from changes in the scope of this project by the Customer, including any additional requirements or restrictions placed on AVI by the Customer or its representatives, will be added to the contract price. When AVI becomes aware of the nature and impact of the change, a contract Change Order will be submitted for review and approval by the Customer before work continues. AVI has the right to suspend the work on the project pending Customer's written approval of the Change Order.
2. **Ownership and Use of Documents and Electronic Data** – Where applicable, drawings, specifications, other documents, and electronic data furnished by AVI for the associated project under this Agreement are instruments of the services provided. These items are "Confidential Information" as defined in this Agreement and AVI shall retain all common law, statutory and other reserved rights, including any copyright in these instruments. These instruments of service are furnished for use solely with respect to the associated project under this Agreement. The Customer shall be permitted to retain copies of any drawings, specifications, other documents, and electronic data furnished by AVI for information and reference in connection with the associated project and for no other purpose.
3. **Proprietary Protection of Programs** – Where applicable this Agreement does not cause any transfer of title, or intellectual rights, in control systems programs, or any materials produced in connection therewith, including any source code. Any applications or programs supplied by AVI are provided, and are authorized for installation, execution, and use only in machine-readable object code form. This Agreement is expressly limited to the use of the programs by the Customer for the equipment in connection with the associated project. Customer agrees that it will not seek to reverse-engineer any program to obtain source codes, and that it will not disclose the programs source codes or configuration files to any third party, without the written consent of AVI. The programs, source codes and configuration files, together with AVI' know-how and integration and configuration techniques, furnished hereunder are proprietary to AVI, and were developed at its private expense. If Customer is a branch of the United States government, for purposes of this Agreement any software furnished by AVI hereunder shall be deemed "restricted computer software", and any data, including installation and systems configuration information, shall be deemed "limited rights data", as those terms are defined in FAR 52.227-14 of the Code of Federal Regulations.
4. **Shipping and Handling and Taxes** – The prices shown are F.O.B. manufacturer's plant or AVI's office depending on where items are located when direction is issued to ship to the point of integration. The Customer, in accordance with AVI's current shipping and billing practices, will pay all destination charges. In addition to the prices on this Agreement, the Customer agrees to pay amounts equal to any sales tax invoiced by AVI, or (where applicable) any use or personal property taxes resulting from this Agreement or any activities hereunder. Customer will defend, indemnify and hold harmless AVI against any claims by any tax authority for all unpaid taxes or for any sales tax exemption claimed by Customer.
5. **Title** – Where applicable, title to the Equipment passes to the Customer on the earlier of: (a) the date of shipment from AVI to Customer, or (b) the date on which AVI transmits its invoice to Customer.
6. **Security Interest** – In addition to any mechanics' lien rights, the Customer, for value received, hereby grants to AVI a security interest under the Minnesota commercial code together with the a security interest under the law(s) of the state(s) in which work is performed or equipment is delivered. This security interest shall extend to all Equipment, plus any additions and replacements of such Equipment, and all accessories, parts and connecting Equipment now or hereafter affixed thereto. This security interest will be satisfied by payment in full unless otherwise provided for in an installment payment agreement. The security interest shall be security for all sums owed by Customer under this Agreement. A copy of this Agreement may be filed as a financing statement with the appropriate authority at any time after signature of the Customer. Such filing does not constitute acceptance of this Agreement by AVI
7. **Risk of Loss or Damage** – Notwithstanding Customer's payment of the purchase price for Equipment, all risk of loss or damage shall transfer from AVI to Customer upon transfer of Title to Customer. Customer shall be responsible for securing insurance on Equipment from this point forward.
8. **Receiving/Integration** – Unless the Agreement expressly includes integration services by AVI, the Customer agrees to furnish all services required for receiving, unpacking and placing Equipment in the desired location along with integration. Packaging materials shall be the property of the Customer.
9. **Equipment Warranties** – To the extent AVI receives any warranties from a manufacturer on Equipment; it will pass them through to Customer to the full extent permitted by the terms of each warranty. Factory warranties vary by manufacturer, and no additional warranties are expressed or implied.
10. **General Warranties** – Each Party represents and warrants to the other that: (i) it has full right, power and authority to enter into and fully perform its obligations under this Agreement, including without limitation the right to bind any party it purports to bind to this Agreement; (ii) the execution, delivery and performance of this Agreement by that Party does not conflict with any other agreement to which it is a Party or by which it is bound, and (iii) it will comply with all applicable laws in its discharge of its obligations under this Agreement. AVI warrants, for a period of 90 days from Substantial Completion, the systems integration to be free from defects in workmanship. CUSTOMER WARRANTS THAT IT HAS NOT RELIED ON ANY

INFORMATION OR REPRESENTATION PROVIDED BY OR ON BEHALF OF AVI WHICH IS NOT EXPRESSLY INCLUDED IN THESE GENERAL TERMS AND CONDITIONS OR THE RETAIL SALES AGREEMENT. EXCEPT AS EXPRESSLY SET FORTH HEREIN, AVI DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO THE EQUIPMENT, MATERIALS AND SERVICES PROVIDED BY AVI, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON INFRINGEMENT AND TITLE.

**11. Indemnification** – Customer shall defend, indemnify and hold harmless AVI against all damages, claims, liabilities, losses and other expenses, including without limitation reasonable attorneys' fees and costs, (whether or not a lawsuit or other proceeding is commenced), that arise in whole or in part from: (a) any negligent act or omission of Customer, its agents, or subcontractors, (b) Customer's failure to fully conform to all laws, ordinances, rules and regulations which affect the Agreement, or (c) Customer's breach of this Agreement. If Customer fails to promptly indemnify and defend such claims and/or pay AVI's expenses, as provided above, AVI shall have the right to defend itself, and in that case, Customer shall reimburse AVI for all of its reasonable attorneys' fees, costs and damages incurred in settling or defending such claims within thirty (30) days of each of AVI's written requests. AVI shall indemnify and hold harmless Customer against all damages, claims, liabilities, losses and other expenses, including without limitation reasonable attorneys' fees and costs, (whether or not a lawsuit or other proceeding is commenced), to the extent that the same is finally determined to be the result of (a) any grossly negligence or willful misconduct of AVI, its agents, or subcontractors, (b) AVI's failure to fully conform to any material law, ordinance, rule or regulation which affects the Agreement, or (c) AVI's uncured material breach of this Agreement.

**12. Remedies** – Upon default as provided herein, AVI shall have all the rights and remedies of a secured party under the Minnesota commercial code and under any other applicable laws. Any requirements of reasonable notice by AVI to Customer, or to any guarantors or sureties of Customer shall be met if such notice is mailed, postage prepaid, to the address of the party to be notified shown on the first page of this Agreement (or to such other mailing address as that party later furnishes in writing to AVI) at least ten calendar days before the time of the event or contemplated action by AVI set forth in said notice. The rights and remedies herein conferred upon AVI, shall be cumulative and not alternative and shall be in addition to and not in substitution of or in derogation of rights and remedies conferred by the Minnesota commercial code and other applicable laws.

**13. Limitation of Remedies for Equipment** – AVI's entire liability and the Customer's sole and exclusive remedy in all situations involving performance or nonperformance of Equipment furnished under this Agreement, shall be the adjustment or repair of the Equipment or replacement of its parts by AVI, or, at AVI option, replacement of the Equipment.

**14. Limitation on Liability** – EXCEPT IN CIRCUMSTANCES INVOLVING ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THE TOTAL LIABILITY OF A AVI UNDER THIS AGREEMENT FOR ANY CAUSE SHALL NOT EXCEED (EITHER FOR ANY SINGLE LOSS OR ALL LOSSES IN THE AGGREGATE) THE NET AMOUNT ACTUALLY PAID BY CUSTOMER TO AVI UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE ON WHICH AVI'S LIABILITY FOR THE FIRST SUCH LOSS FIRST AROSE.

**15. No Consequential Damages** – AVI SHALL NOT HAVE ANY LIABILITY TO CUSTOMER OR TO ANY OTHER PERSON OR ORGANIZATION FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES OF ANY DESCRIPTION (INCLUDING WITHOUT LIMITATION LOST PROFITS OR LOSS OR INTERRUPTION OF BUSINESS), WHETHER BASED ON CONTRACT, NEGLIGENCE, TORT, OR ANY OTHER LEGAL THEORY, REGARDLESS OF WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND IRRESPECTIVE OF THE NUMBER OR NATURE OF CLAIMS.

**16. Acceleration of Obligations and Default** – Payment in full for all "Equipment," which is defined as all goods identified in the section of the Agreement with the same title, as well for any and all other amounts due to AVI shall be due within the terms of the Agreement. Upon the occurrence of any event of default by Customer, AVI may, at its option, with or without notice, declare the whole unpaid balance of any obligation secured by this Agreement immediately due and payable and may declare Customer to be in default under this Agreement.

**17. Choice of Law, Venue and Attorney's Fees** – This Agreement shall be governed by the laws of the State of Minnesota in the United States of America without reference to or use of any conflicts of laws provisions therein. For the purpose of resolving conflicts related to or arising out of this Agreement, the Parties expressly agree that venue shall be in the State of Minnesota in the United States of America only, and, in addition, the Parties hereby consent to the exclusive jurisdiction of the federal and state courts located in Hennepin County, Minnesota in the United States of America and waive any right to assert in any such proceeding that Customer is not subject to the jurisdiction of such court or that the venue of such proceeding is improper or an inconvenient forum. The Parties specifically disclaim application (i) of the United Nations Convention on the International Sale of Goods, 1980, and (ii) of Article 2 of the Uniform Commercial Code as codified. In the event AVI must take action to enforce its rights under the Agreement, the court shall award AVI the attorney's fees it incurred to enforce its rights under this Agreement.

**18. General** – Headings are for reference purposes only and shall not affect the meaning or interpretation of this Agreement. The Parties acknowledge and agree that the Agreement has been negotiated by the Parties and that each had the opportunity to consult with its respective counsel, and shall be interpreted fairly in accordance with its terms and without any strict construction in favor of or against either Party based on draftsmanship of the Agreement. This Agreement is not assignable by Customer without the prior written consent of AVI. Any attempt by Customer to assign any of the rights, duties, or obligations of this Agreement without such consent is void. AVI reserves the right to assign this Agreement to other parties in order to fulfill all warranties and obligations expressed herein, or upon the sale of all or substantially all of AVI's assets or business. This Agreement can only be modified by a written agreement duly signed by persons authorized to sign agreements on behalf of the Customer and of AVI, and variance from the terms and conditions of the Agreement in any order or other written notification from the Customer will be of no effect. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. AVI is not responsible for any delay in, or failure to, fulfill its obligations under this Agreement due to causes such as natural disaster, war, emergency conditions, labor strike, acts of terrorism, the substantial inoperability of the Internet, the inability to obtain supplies, or any other reason or any other cause or condition beyond AVI's reasonable control. Except as otherwise stated in the Agreement, AVI is not obliged to provide any services hereunder for Equipment located outside the United States or Puerto Rico. Scheduled completion dates are subject to change based on material shortages caused by shortages in cable and materials that are industry wide.

**19. Confidentiality.** The term "Confidential Information" shall mean the inventions, trade secrets, computer software in both object and source code, algorithms, documentation, know how, technology, ideas, and all other business, customer, technical, and financial information owned by AVI or the Customer, which is designated as confidential, or communicated in such a manner or under such circumstances as would reasonably enable a person or organization to ascertain its confidential nature. All the Confidential Information of a party to this Agreement shall be maintained in confidence by the other party, and neither party shall, during the term of this Agreement or for a period of three (3) years subsequent to the termination of this Agreement, divulge to any person or organization, or use in any manner whatsoever, directly or indirectly, for any reason whatsoever, any of the Confidential Information of the other party without receiving the prior written consent of the other party. AVI and the Customer shall take such actions as may be reasonably necessary to ensure that its employees and agents are bound by the provisions of this Section, which actions shall, as may be reasonably requested by either party, include the execution of written confidentiality agreements with the employees and agents of the other party. The provisions of this Section shall not have application to any information that (i) becomes lawfully available to the public; (ii) is received without restriction from another person or organization lawfully in possession of such information; (iii) was rightfully in the possession of a party without restriction prior to its disclosure; or (iv) is independently developed by a party or its employees or agents without access to the other party's similar information.

**20. Nonsolicitation -** To the extent permitted by applicable law, during the term of this Agreement and for a period of one (1) year after the termination this Agreement, each Party agrees that it shall not knowingly solicit or attempt to solicit any of the other Party's executive employees or employees who are key to such Party's performance of its obligations under this Agreement ("Covered Employees"). Notwithstanding the foregoing, nothing herein shall prevent either Party from hiring as an employee any person who responds to an advertisement for employment placed in the ordinary course of business by that Party and/or who initiates contact with that party without any direct solicitation of that person by that Party or its agents.

**21. Price Quotations and Time to Install** – AVI often installs systems at the end of a construction project. The price quoted contemplates that AVI shall have access to the location for the time shown for AVI to complete its work after the work of all other contractors is substantially complete which means, generally, all other trades are no longer generating dust in the location, and final carpeting/flooring is installed (the "Prepared Area") Failure to give AVI access to the Prepared Area for the amount of time shown for the installation may result in increased installation costs, typically in a manner proportionate to the reduction of time given to AVI to complete its work compared to the original schedule.

**22. Price Quotations** – Unless otherwise specified, all prices quoted reflect a discount for a cash payment (i.e., check, wire transfer) made by Customer in full within the terms of each invoice. Payment in other forms, including credit card, p-card, or other non-cash payments shall be subject to a convenience above the cash price. Please speak to your AVI representative if you have any questions in this regard.

November 30<sup>th</sup>, 2020

**Administration**

Developer meeting for Industrial project.  
NRD Meeting – Papio  
Waste Water Agency meeting  
County COVID meetings – weekly  
City COVID meetings – weekly  
Depositions for a pending legal matter  
Haworth Park discussion for operational concerns  
Meeting with Council Member Stinson to review/discuss citizen concerns  
Legal meeting to discuss settlement of specific cases  
Meeting with City Auditor  
Sidewalk Task Force meeting  
Library secondary site discussions for remodel period  
Meeting with Utility Attorney regarding Waste Water project  
55<sup>th</sup> Wing Zoom call for COVID updates.  
State discussion on Ft Crook Rd right of ways  
Discussion regarding Waster Water Foreman position  
Site selection with regional developer  
Phone conference with Council Member Welch – citizen concerns  
Comp Plan review with Planning and Community Development  
Meeting with developer for multifamily project  
Monthly Call with lobbyist for legislative issues impacting the city  
Code Enforcement Hearing  
HR discussion on Family Leave  
MAPA Grant discussions for multiple projects.  
Meeting with Legal and CD to discuss FEMA and CARES Act

CITY OF BELLEVUE  
ADMINISTRATION REPORT

BPD Retirement Committee meeting

SPACE Force selection committee call

Meeting with incoming Council Member – Jerry McCaw

**Community Development**

**Planning**

Met with a potential industrial developer

Met with staff to discuss current and future development

Facilitated a Complete Streets Citizen Advisory Panel meeting

Participated in the Chambers branding initiative meeting

Met with staff and Admin on the Comprehensive Plan updates

Sidewalk Task Force Meeting

**Permits and Inspections**

Performed 897 Inspections

Issued 21 new permits for single family dwellings

**Code Enforcement**

November Statistics through the 13th: (Short Staff)

Calls – 400

Notices – 64

Clean ups – 0

Tree Removal – 0

Tows – 1

Red Tags – 8

**Communications**

Working with staff to ensure all public meetings are as safe as possible

Continue to work with neighboring PIOs on messaging re: COVID 19

Working with Employee Appreciation Committee for alternate plan

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ADMINISTRATION REPORT

Working with staff and Heartland Marketing on Annual Review document

Working with Sarpy/Cass HD and others on Drive Through Christmas event

**Finance**

**(See Attached)**

**City Clerk**

- Citizen Communication – Topic for Consideration Forms received by Clerk’s Office (Month of November (1) Form for Consideration was received – Current DHM and mitigation of effects – Sarah Centineo)
- Letters have been sent out for Renewal of Tobacco Licenses which will expire December 31<sup>st</sup>.
- Letters and invoices have been sent out for Renewal of Occupation Tax Stickers which will expire December 31<sup>st</sup>.
- Letters will be mailed out to Trash Hauling Companies who pick up commercial trash in the City of Bellevue – Trash Hauling Permits will also expire December 31<sup>st</sup>.
- Codification Project Update – American Publishing has been sent all ordinances to date and we will finally be able to move forward on getting the final edit. The middle of November, I was told our Recodification & Updated Project should be complete in about a three-month time period.

**Public Works**

**Administration:** \_\_\_\_\_

- **COMPREHENSIVE REVIEW OF ALL BUDGETING, INVOICING AND REVENUE REPORTING AND PROCESSES (ALL DEPARTMENTS)**

**Engineering:** \_\_\_\_\_

- Various design projects

CITY OF BELLEVUE  
ADMINISTRATION REPORT

- Planning and P&I plan review as needed
- SWPPP monitoring for NDEQ compliance as needed
- Lookingglass Heights Park II Splashpad (construction in progress)
- 25<sup>th</sup> Street bridge (near complete; punchlist items)
- Citywide pavement replacement (completed)

**Parks:**

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- Working on Work Orders that are submitted
- Tree maintenance in various parks
- Preparing for winter

**Street Maintenance:**

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- Various ditch repairs and cleanout
- Grade, rock roads and alleys
- Preparing for winter & plowing

**Waste Water:**

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- **JETTING**
- **REPAIRING LINES FOUND DURING JETTING AND TV SCHEDULED INSPECTIONS AS NEEDED**
- **LIFT STATION INSPECTIONS**

**Library**

- The Bellevue Public Library again served as a precinct voting site in the Nov. 3<sup>rd</sup> general elections. Staff were on hand to open the doors for election workers at 7 a.m. The public in general abided by requests to wear masks and to social distance prior to voting. There was a line out the door and down the front sidewalk from about 7:15 to 10:30 a.m., and then voting remained steady throughout the day.
- The Children's Department staff and Junior Friends of the Bellevue Public Library handed out 500 bags of packaged candy during a Curbside Candy event at the library on Halloween. All bags were given out in only 45 minutes.
- Fifty-six children and their family members took part in the Maker Lab: Microbe Farm STEM event held via Zoom on Nov. 5. The children picked up kits from the library for this event. Parents and children worked together to gather bacteria from their own bodies (teeth and toes were most popular sources). The activity included discussion on how bacteria grows

CITY OF BELLEVUE  
ADMINISTRATION REPORT

and journaling each day to document any changes in the microbes.

- The free Flu Clinic held at the library through CHI Health was a success on Oct. 30. The CHI staff went through all their vaccine doses for both children and adults. A second clinic is being discussed for December.
- The Bellevue Public Library is sponsoring a Harry Potter book club, called Dumbledore's Army, starting Nov. 25. This event for young adults will be held via Zoom.
- The Bellevue Library Foundation's Entertainment raffle raised just over \$1,500 to help the Foundation support library programs and services. The raffle included a 55-inch screen TV, a Baby Yoda, a Disney+ membership and "Mulan" related items among the prizes. The winner was announced Nov. 22.
- On Saturday, Nov. 7, the library sponsored a Chinese calligraphy course via Zoom featuring Jojo Liu, who was taught Chinese calligraphy by her grandfather. The first 18 people signing up for the course received a free kit containing all of the materials needed to follow along with the class.
- Other kit/virtual events included Thanksgiving candle making, grapevine wreath creations, mini macramé, turkey wreaths, Baby Yoda keychain creations, color changing slime, Veterans appreciation, glove turkeys, play dough creation, and more.

**Police**

- Council Meetings 11/03 and 11/17
- Sidewalk Task Force Meeting 11/04 (follow-up crash information to CCW Welch on 11/25)
- Command Staff Meetings 11/04, 11, 09, 11/18, and 11/23
- COVID meetings 11/05, 11/12, 11/19 (by phone), and 11/25
- Meeting Dr. Hawkins – Bellevue University President 11/10
- Recorded Message from Chief for VLOG 11/10
- Lt. Col. Cheatham breakfast 11/16
- Meeting with Scott Altic – Bellevue University Security Chief 11/19
- SONIC Shooting incident 11/21
- Critical Incident Stress Debriefing 11/23
- Meeting with 7 sworn women of BPD to discuss future Women's LE Recruiting Initiative 11/24

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- Police Reform Meeting – with Nebraska Police Chiefs 11/30

Other relevant items:

- Sept 1 – November 30, I have met with over 70 BPD personnel one-on-one.
- Completed Leadership Training through the NLETC – which should finalize my law enforcement certification in Nebraska.
- We raised \$4600 for no-shave November to help the following fundraising efforts – Project Pink'd \$1,200; Bellevue Together \$1,400, BPD Holiday Heroes \$1,400, and Sgt. Banks/SRO programs. \$600.

**Fire**

**(See Attached)**

1. Month-end/Year-end financials

October numbers. Full year is expected to track budget.

City-Wide Financials - Month Of October 2020

	October 2020				Fiscal Year October 2021 Forecast				Full Year
	Actual	Budget	Variance	Prior Year Actual	Actual	Budget	Variance	Prior Year Actual	Budget
<b>Revenues</b>									
Property Taxes	348,412	246,967	101,445	284,589	246,967	246,967	-	28,819,352	28,715,639
Sales Taxes	1,256,020	1,062,608	193,412	1,060,279	1,062,608	1,062,608	-	12,544,527	12,751,300
Occupation/Business Taxes	292,875	165,955	126,920	380,810	165,955	165,955	-	2,030,497	2,221,283
Other Revenues	2,352,269	4,205,987	(1,853,718)	4,361,431	4,205,987	4,205,987	-	73,621,886	55,624,196
<b>Total Revenues</b>	<b>4,249,576</b>	<b>5,681,517</b>	<b>(1,431,941)</b>	<b>6,087,109</b>	<b>5,681,517</b>	<b>5,681,517</b>	<b>-</b>	<b>117,016,262</b>	<b>99,312,418</b>
<b>Expenditures</b>									
Personnel	3,454,332	2,529,593	(924,739)	2,397,804	2,529,593	2,529,593	-	29,916,761	32,805,878
Department Expenditures	1,221,042	2,419,644	1,198,602	522,947	2,419,644	2,419,644	-	22,875,591	22,820,155
Capital Expenditures	68,941	44,806	(24,135)	8,678	44,806	44,806	-	10,675,268	25,998,506
Other Expenditures	468,937	2,699,117	2,230,180	157,750	2,699,117	2,699,117	-	53,029,011	15,687,879
<b>Total Expenditures</b>	<b>5,213,252</b>	<b>7,693,160</b>	<b>2,479,908</b>	<b>3,087,179</b>	<b>7,693,160</b>	<b>7,693,160</b>	<b>-</b>	<b>116,496,631</b>	<b>97,312,418</b>
<b>Net Revenues</b>	<b>(963,676)</b>	<b>(2,011,643)</b>	<b>1,047,967</b>	<b>2,999,930</b>	<b>(2,011,643)</b>	<b>(2,011,643)</b>	<b>-</b>	<b>519,631</b>	<b>2,000,000</b>
<b>Cash Balance</b>	<b>20,986,759</b>			<b>23,999,898</b>					

November Preliminary

City-Wide Financials - Year-To-Date November 2020 (Preliminary)

	YTD November 2020				Fiscal Year October 2021 Forecast				Full Year
	Actual	Budget	Variance	Prior Year Actual	Actual	Budget	Variance	Prior Year Actual	Budget
<b>Revenues</b>									
Property Taxes	572,359	470,913	101,446	284,589	246,967	246,967	-	28,819,352	28,715,639
Sales Taxes	2,318,628	2,125,217	193,411	1,060,279	1,062,608	1,062,608	-	12,544,527	12,751,300
Occupation/Business Taxes	292,875	442,309	(149,434)	380,810	165,955	165,955	-	2,030,497	2,221,283
Other Revenues	4,384,478	6,238,198	(1,853,720)	4,361,431	4,205,987	4,205,987	-	73,621,886	55,624,196
<b>Total Revenues</b>	<b>4,249,576</b>	<b>9,276,637</b>	<b>(1,708,297)</b>	<b>6,087,109</b>	<b>5,681,517</b>	<b>5,681,517</b>	<b>-</b>	<b>117,016,262</b>	<b>99,312,418</b>
<b>Expenditures</b>									
Personnel	3,454,332	5,037,190	1,582,858	2,397,804	2,529,593	2,529,593	-	29,916,761	32,805,878
Department Expenditures	1,221,042	4,202,142	2,981,100	522,947	2,419,644	2,419,644	-	22,875,591	22,820,155
Capital Expenditures	68,941	89,612	20,671	8,678	44,806	44,806	-	10,675,268	25,998,506
Other Expenditures	1,659,062	2,746,484	1,087,422	157,750	2,699,117	2,699,117	-	53,029,011	15,687,879
<b>Total Expenditures</b>	<b>5,213,252</b>	<b>12,075,428</b>	<b>5,672,051</b>	<b>3,087,179</b>	<b>7,693,160</b>	<b>7,693,160</b>	<b>-</b>	<b>116,496,631</b>	<b>97,312,418</b>
<b>Net Revenues</b>	<b>(963,676)</b>	<b>(2,798,791)</b>	<b>3,963,754</b>	<b>2,999,930</b>	<b>(2,011,643)</b>	<b>(2,011,643)</b>	<b>-</b>	<b>519,631</b>	<b>2,000,000</b>
<b>Cash Balance</b>	<b>19,461,666</b>			<b>23,099,438</b>					

Finance Status Report (Continued)

2. Debt (No Change)

Debt increased with annexations, as planned. Manageable.

**City of Bellevue  
2020-21 Annual Budget  
Bonded Indebtedness**

	Total Debt	Total Debt to Valuation	Highway Allocation Bonds	Wastewater Bonds	Net GO Debt	G.O. Debt to Valuation
Beginning Bonded Indebtedness at 10-01-19	\$ 53,370,000	1.57%	\$ 7,505,000	\$ 2,415,000	\$43,450,000	1.28%
Principal Payments During Year	(4,955,000)		\$ (410,000)	\$ (240,000)	\$ (4,305,000)	
New Debt Issued (Includes Annexation Debt Acquired)	30,490,000		\$ -	\$ -	\$30,490,000	
Ending Bonded Indebtedness at 09-30-20	78,905,000	1.80%	\$ 7,095,000	\$ 2,175,000	\$69,635,000	1.59%
Principal Payments During Year	(5,390,000)		\$ (435,000)	\$ (250,000)	\$ (4,705,000)	
New Debt To Be Issued	13,640,000		\$ 5,340,000	\$ 1,700,000	\$ 6,600,000	
Ending Bonded Indebtedness at 09-30-21	\$ 87,155,000	1.99%	\$ 12,000,000	\$ 3,625,000	\$71,530,000	1.63%

Valuation: \$4,379,801,232 (Valuation \*re-certified\* by Assessor to \$4,375,426,659 on 9/18/2020)

3. Budget Summary (No Change)

**City of Bellevue  
Cash Roll-Forward  
2020-21 Annual Budget**

	<b>Total</b>
Forecasted Fund Balance (Cash) at 09-30-20	\$ 21,230,661.63
Budgeted Revenues	\$ 99,312,417.54
Budgeted Expenditures	\$ 97,312,417.54
Budgeted Net Increase	\$ 2,000,000.00
Budgeted Fund Balance (Cash) at 09-30-21	\$ 23,230,661.63

4. Finance Activities

- a. FYE2020 Audit Field Work to Begin December 7th
- b. Analyzing Tax Receipts from Sarpy County Treasurer’s Office-No indication of missing funds.  
I have been in contact with the State Auditors Office. We will be reviewing and auditing our Real Estate and Personal Property Tax activity and schedules first to see if we can determine any irregularities. I will keep you informed.
- c. November 2020 financial results will be communicated after month-end
- d. Continue to update policies and procedures
- e. Taking responsible precautions to keep finance and accounting working for you through these difficult times



# City of Bellevue

## Fire Department

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

### Bellevue Fire Department Council Report

Report Date 11/29/2020

#### A. General Items:

- QA/QI
- Continue with COVID-19 issues.
- Part Time hires are now on shift.
- Full time hire interviews December 1 and 2
- Debrief on Sonic incident with involved agencies this Thursday December 3<sup>rd</sup>
- Trauma run reviews with UNMC next week
- Monday 12-14 virtual meeting with Omaha Metro Healthcare Coalition (OMHCC) to discuss mass vaccination planning
- Monday 12-14 virtual meeting Sarpy County Dispatch
- Tuesday 12-15 trauma consult visit with BMC for their trauma center accreditation
- Tuesday 12-15 Exercise Design Team virtual meeting (for May 2021 mass casualty drill)
- Thursday December 3<sup>rd</sup> debrief with all agency's involved command staff.

#### B. Training:

- Part time training academy on November 15 - 21st.
- We are preparing for the full-time academy.
- In station skill sessions
- Stroke scenarios, allergic reaction scenarios, manikin RSIs.
- Physical agility testing on November 7,22,25th for full time candidates.

#### C. Inspections:

- Plan review Baker's Supermarket 3614 Twin Creek Dr. remodel for customer pickup.
- Plan review 1114-1116 Tanglewood Fontenelle Hills Apartment rebuilding due to fire





## City of Bellevue Fire Department

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damage.

- Plan review 8709 S 9<sup>th</sup> Street building shell.
- Inspection of dispenser sumps and product lines at 803 Galvin Rd. Baker's gas station.
- Fire sprinkler line pressure test at Two Springs School 3001 Spring Blvd.
- Underground fire main pressure test and flush OPS School 1010 Childs Rd. West.
- Fire suppression hood plan review Cubby's 7613 So. 36<sup>th</sup> St.
- Plan review remodel Mt. Fuji Massage 11515 S. 36<sup>th</sup> St.

### **D. Calls: October 28<sup>th</sup> through November 29<sup>th</sup>**

Fire – 147

Rescue - 479

### **E. Ambulance Billing**

October 1-31. 2020

\$ 196,350.00 has been billed out to insurance companies (252 insurance claims)  
<\$ 88,357.50> approximate amount we will have to write off due to mandatory  
adjustments/write-offs  
(45% of \$196,350.00)

=====

**\$ 107,992.50** is the anticipated, approximate net revenue from these insurance billings

Deposited into Bank:

**\$ 100,536.70** deposited into the bank October 1-31. 2020

5,964.95 in Credit/Debit card payments for October 1-31. 2020.

**\$ 106,501.70 TOTAL** October 1-31. 2020 rescue fee revenue

Statement Billing:

385 statements were mailed to patients for unpaid account balances.

These statements totaled \$ 193,036.50

This is money owed the City from patients who have balances on their accounts after their insurance has paid **OR** patients who are self-pay.





# City of Bellevue

## Fire Department

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### F. Manpower Report Staffing

#### Staffing Report from 10/26/2020 through 11/1/2020

Monday	AM	E1, T21 E31, E41	3-Person	
Monday	PM	E1	3-Person	
Tuesday	AM	E31, E41	3-Person	E1 OOS (Staffing)
Tuesday	PM	E1, T21,E31,E41	3-person	EMS Sup 2 OOS
Wednesday	AM	T21, E31	3-Person	E41 OOS (Staffing)
Wednesday	PM	E1,	3-Person	E41 OOS (Staffing) EMS Sup 2 OOS
Thursday	AM	E1, T21,E41	3-Person	E31 OOS EMS Sup 2 OOS
Thursday	PM	E1,T21,E31,E41	3-Person	EMS Sup 2 OOS
Friday	AM	E31, E41	3-Person	E1,T21 OOS
Friday	PM	E1,T21,E31 E41	3-Person	EMS Sup 2 OOS
Saturday	AM	E31, T21, E41	3-Person	E1 OOS (Staffing) EMS Sup 2 OOS
Saturday	PM	E31, T21, E41	3-Person	E1 OOS (Staffing) EMS Sup 2 OOS
Sunday	AM	E1, E41	3-Person	T21 OOS
Sunday	PM	T21, E41	3-Person	

#### Staffing Report from 11/2/2020 through 11/8/2020

Monday	AM	E1, T21, E31	3-Person	
Monday	PM	Full		
Tuesday	AM	E1, E31, E41	3-Person	EMS Sup 2 OOS
Tuesday	PM	E1,T21, E31,E41	3-Person	EMS Sup 2 OOS
Wednesday	AM	T21	3-Person	E1 OOS, EMS Sup 2 OOS S
Wednesday	PM	E1,E31,E41	3-Person	EMS Sup 2 OOS
Thursday	AM	E1,T21, E31,E41	3-Person	EMS Sup 2 OOS
Thursday	PM	E1,E31,E41	3-Person	
Friday	AM	E31	3-Person	E41 OOS, EMS Sup 2 OOS
Friday	PM	E31	3-Person	Sup 2 OOS
Saturday	AM	T21, E31, E41	3-Person	
Saturday	PM	Full		
Sunday	AM	T21, E31, E41	3-Person	
Sunday	PM	Full		



# City of Bellevue Fire Department

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## Staffing Report from 11/9/2020 through 11/15/2020

Monday	AM	E1,41	3-Person	EMS Sup 2 OOS
Monday	PM	E1	3-Person	EMS Sup 2 OOS
Tuesday	AM	T1,E31	3-Person	EMS Sup 2 OOS
Tuesday	PM	E31	3-Person	EMS Sup 2 OOS
Wednesday	AM	E1, T21,E41,	3-Person	EMS Sup 2 OOS
Wednesday	PM	E1	3-Person	EMS Sup 2 OOS
Thursday	AM	T21, E31	3-Person	
Thursday	PM	Full		
Friday	AM	E1,E41	3-Person	
Friday	PM	E1,T21	3-Person	
Saturday	AM	E1,E41	3-Person	T21 OOS
Saturday	PM	E31	3-Person	EMS Sup 2 OOS
Sunday	AM	T21,E31,E41	3-Person	
Sunday	PM	T21,E41	3-Person	

## Staffing Report from 11/16/2020 through 11/22/2020

Monday	AM	Full		
Monday	PM	Full		
Tuesday	AM	E1, T21E31, E41	3-person	EMS Sup 2 OOS
Tuesday	PM	T21	3-Person	
Wednesday	AM	E1,T21,E31,E41	3-person	
Wednesday	PM	T21	3-Person	
Thursday	AM	E31	3-Person	
Thursday	PM	E31	3-Person	
Friday	AM	Full		
Friday	PM	E31	3-Person	
Saturday	AM	E1, E31 E41	3-Person	
Saturday	PM	Full		
Sunday	AM	T211, E41	3-Person	
Sunday	PM	T21	3-Person	