

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

Tuesday, October 19, 2021 6:00 PM

Bellevue City Hall

1500 Wall Street

Bellevue, NE 68005

1. PLEDGE OF ALLEGIANCE
2. INVOCATION - Pastor Jay Dunston, Youth Pastor, Bellevue Christian Center, 1400 Harvell Drive.
3. CALL TO ORDER AND ROLL CALL
4. OPEN MEETINGS ACT - Posted in the Entry to the Council Chambers
5. APPROVAL OF AGENDA, CONSENT AGENDA, CLAIMS, AND ADVISORY COMMITTEE REPORTS:
 - a. Approval of the Agenda
 - b. Approval of the Consent Agenda *(Items marked with an (*) are approved where this item is, unless otherwise removed)*
 1. (*) Acknowledge Receipt of the September 14, 2021 Tree Board Minutes.
 2. (*) Acknowledge Receipt of the September 23, 2021 Planning Commission Minutes.
 3. (*) Approval of the October 5, 2021 City Council Minutes.
6. (*) APPROVAL OF CLAIMS.
7. SPECIAL PRESENTATIONS: NONE
8. ORGANIZATIONAL MATTERS: NONE
9. APPROVED CITIZEN COMMUNICATION: NONE
10. LIQUOR LICENSES: NONE
11. ORDINANCES FOR ADOPTION (3rd reading):
 - a. Ordinance No. 4058: An ordinance amending Article I, Chapter 20 of the Bellevue Municipal Code by adding new Sections 20-15 through 20-20 regarding additional offenses. (Police Chief)
 - b. Ordinance No. 4059: An ordinance to repeal Article VI, Chapter 19 of the Bellevue Municipal Code regarding noise control. (Police Chief/Legal)
 - c. Ordinance No. 4060: An ordinance to amend the Bellevue Municipal Code regarding application for plumbing licenses and examination requirements. (Chief Building Inspector)
12. ORDINANCES FOR PUBLIC HEARING (2nd reading):
 - a. Ordinance No. 4061: Request to rezone Lots 1 and 2, Kunes Addition Replat One, being a replat of Lot 1, Kunes Addition from RA to RE for the purpose of single family residential development. Applicant: Alice Kunes. General Location: 10507 Cedar Island Road. (Planning Manager)
 1. Request to small subdivision plat Lots 1 and 2, Kunes Addition Replat One. **(No Action Required)**
 2. Waiver of Section 6-7 (7), Subdivision Regulations. **(No Action Required)**
13. ORDINANCES FOR INTRODUCTION (1st reading): NONE
14. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:
 - a. Recommend approval of Event Application for Greater Bellevue Area Chamber of Commerce / Bellevue Economic Enhancement Foundation for the Nebraska's Official Veteran's Parade on Saturday, November 6, 2021, from 7:00 a.m. to 12:00 p.m., utilizing Mission Avenue to Franklin Street, ending at Washington Park. (City Clerk)
 - b. Request for site plan approval for Lot 1, Tregaron Towne Centre Replat Six, for the purpose of a car wash. Applicant: Club Car Wash Operating, LLC. General Location: 22nd Street and Capehart Road. (Planning Manager)
 - c. Public hearing on declaring Lots 1 through 6, and Part of Lots 7 through 11A, lying South

and West of Harvell Drive, Lots 11B and 12, Block 170, Bellevue; Lots 1 through 12, Block 171, Bellevue; vacated 17th Avenue between Jefferson Street and Franklin Street; and the adjacent rights-of-way of West 16th Avenue, Harvell Drive, Franklin Street, West 18th Avenue, and Jefferson Street, as blighted and substandard. Applicant: Mercury Builders and Contractors, Inc. General Location: W. 18th Avenue and Jefferson Street. (Planning Manager)

15. RESOLUTIONS:

a. Resolution No. 2021-38: Declaring Lots 1 through 6, and Part of Lots 7 through 11A, lying South and West of Harvell Drive, Lots 11B and 12, Block 170, Bellevue; Lots 1 through 12, Block 171, Bellevue; vacated 17th Avenue between Jefferson Street and Franklin Street; and the adjacent rights-of-way of West 16th Avenue, Harvell Drive, Franklin Street, West 18th Avenue, and Jefferson Street, as blighted and substandard. (Planning Manager)

b. Resolution No. 2021-39: A resolution to preserve the City's flexibility in financing capital improvements. (Finance Director)

16. CURRENT BUSINESS:

a. 🟢 Recommend approval of waiver of hunting applications. (City Clerk)

b. Approval of the Redevelopment Agreement and Redevelopment Promissory Note, allowing up to \$2,609,077, plus accrued interest, to offset TIF eligible expenses, for Hillcrest Freedom Village, LLC. (City Clerk)

c. Recommend approval to purchase new vehicles for the Police Department Fleet, not to exceed \$261,987. (Police Chief)

d. Approve the proposal from Midwest Storage Solutions for evidence storage unit, in an amount not to exceed \$29,870. (Capt. Tim Melvin)

e. Approve Memorandum of Understanding (MOU) with the Nebraska Commission on Law Enforcement and Criminal Justice (Crime Commission). (Legal)

f. Approve & authorize the Mayor to sign agreement with Lee Construction, Inc. for the East Bank Stabilization of Mud Creek under Cornhusker Road Bridge, in an amount not to exceed \$82,785, plus a 10% contingency of \$8,278.50, for a total project cost of \$91,063.50. (Public Works Director)

g. Request to purchase one (1) Pierce Impel Pumper and additional replacement equipment from MacQueen Equipment, in an amount not to exceed \$697,250 and authorize Mayor to sign. (Fire Chief)

h. 🟢 Approve & authorize the Mayor to sign the contract between Nebraska Department of Transportation Highway Safety Office (HSO), the City of Bellevue, Bellevue Police Department and Lieutenant Joseph Milos to compensate reimbursement to City of Bellevue in return for overtime wages paid to Lieutenant Milos for duties of DRE State Training Coordinator. (Chief Clary)

i. 🟢 Request to approve a 30-day filing extension for the Redwood 25 final plat, as per Section 4-11, Subdivision Regulations. (Planning Manager)

j. +++ Approve and authorize the Mayor to sign the Letter of Intent (LOI) with Redwood USA, LLC to purchase approximately 24.82 acres located along South 36th Street at Granada Parkway, Bellevue. (Legal/Administration)

17. ADMINISTRATION REPORTS: Comments must be limited to items on the current Reports. **(Monthly Reports are given at the first Council Meeting of each month - October report will be attached to the November 2nd Council Packet)**

18. CLOSED SESSION:

19. ADJOURNMENT

City of Bellevue

Tree Board

September 14, 2021 Meeting minutes



Jo called the meeting of the Bellevue Tree Board to order with the following members in attendance: Joanne Langabee, Don Preister (on speaker phone), Tom Mruz, Nancy Scott, and Deborah Woracek. Scott Evans, Craig

Kimball, Jim Shada, and Doug Clark were absent. Jo reminded all to let Deborah know their hours and miles for our records

Joanne called for a motion to approve the August 10, 2021 meeting minutes. Don made the motion, Nancy then seconded it and it was approved by all present. **Deborah will email them to the City Clerk, to be filed.**

Jim Shada did not email a report to the Board prior to the meeting and no Board members knew of any new parks activity other than general maintenance such as mowing, etc.

Old Business

Washington Park carvings – Don reported that a new artist has been appointed to carve the First Responders tree and he believes the carving should be started before our next meeting in October.

Report on Invasive species - It was decided that we will concentrate on the honeysuckle invasion this year.

Bellevue 411 – Deborah brought up and Jo agreed that ideas for articles for Bellevue -411 were given at the Oak Management Workshop they attended. **Deborah will contact Scott Evans about writing one that deals with fall treatment for dandelions.**

Summary of Oak Management Workshop – Deborah gave rave reviews for the Nebraska Forest Service's Oak Diseases management workshop that she and Jo also attended on Sept. 3 by Zoom. Jo agreed with her opinion of it. It was a great workshop that all Board members should take the time to watch the posted recordings. It was initially going to be held in Bellevue at the Reed Center but due to Covid issues, it was held virtually. A suggestion was made by one of the speakers to help preserve ancient Bur Oaks such as those that are found in Bellevue Cemetery, the example given at the workshop, was to place a wrought iron fence and mulch around them. It was discussed that this may be a future option for the Tree Board to contribute to the city.

Winter Projects

Letterhead drawings status – Nancy brought a printed copy of the logo she has been working on for us. She also emailed a copy of it to the Board. It was decided she would adjust the fabulous logo to make it more obvious that it is two trees growing side by side. **Nancy said she will email her latest drawing after she adds to it.**

Tree Recommendations List and Invasives flyers – Jo reported that Holly said she will give her the lists and flyers that she was working on before her resignation from the Board. In August

New Business

Candidates for Board members – Tom suggested Cindy Seeba, a retired science teacher who has shown interest in our work. Don suggested Drew Granville, a recent Bellevue University graduate and adjunct Professor. All were familiar with Drew from his beautiful Facebook posts. After a brief discussion it was decided that **Jo would contact both the candidates to see if they wish to serve with us.**

Election of Officers – with Holly's resignation, the board has an opening for Vice President. It was decided that **Tom Mruz would serve out the rest of Holly's term** until we hold official elections of Officers.

Tree plantings, when and where – Fall planting will be done in American Hero's Park in October. Jo will pick up the trees beforehand and care for them before the date of the planting. Don brought up that more volunteers are available on Saturdays. He suggested we pick a Saturday so the Tree Board members can act as supervisors and the volunteers will do most of the labor after the city digs the holes. A tentative date of October 9th at 10 am was chosen. **Jo asked Don to prepare a press release about our fall planting.**

Don announced that he and Alan Weiss of Papio Valley Nursery received an Arbor Day Foundation grant to give away 100 trees. These 7-gal. bagged trees will be given out from Swanson Park on tentatively October 16th. Don later reported that the tree give-away will be from 8 – 11am on October 23rd.

Tree inventory - Jo reported that she added 500 more trees to the tree inventory and she removed the bushes that were previously on the inventory. She is not sure where in Timber Creek Trail it is on city property and should be included. It has 310 trees including apricots trees which may belong to residents who live along the trail. There also are lots of questionable Honey Locusts and Crab Apple trees. Don asked about the number of Ash trees in Bellevue and Jo has added 27 ash and some pears, mainly in the Sunrise Park area. Nancy asked about the Buckthorn bushes found in one park, Otherwise, the inventory is current. After the trees that will be added at our fall planting in Hero's Park are added then the tree inventory will be sent to Jim Shada and Doug Clark,

New parks – No new parks were reported as having issues.

Spraying for Ailanthus & Honeysuckle – Tom contacted Michelle Foss of Fontenelle Forest for the most current successful methods for ‘slash and squirt’. He said he will also use diesel fuel like they do. He will set up a time later in October to attempt this in Jewel Park after we do our fall tree planting. A tentative date of Oct. 23 was selected. Tom said we could delay this until November if we need to.

Downed trees & harvesting wood trunks – there was no report at this meeting. Monthly timeline with duties – Deborah read the rest of the calendar year’s duties and Jo commented and all agreed that we are right on schedule with them. For future winter projects Tom suggested we give Scott Evans spring and summer topics for Bellevue-411 articles that could be written during the slower wintertime. Jo suggested we work on business cards as another winter project. **We are to think of any other pertinent winter projects and bring ideas to the next meeting on October 12, 2021.**

Jo asked for a motion to adjourn. Nancy made the motion. Tom seconded it and it was approved.

Respectfully submitted,
Deborah L. Woracek, Secretary, Bellevue Tree Board

Tentative Agenda for October 12, 2021

Attendance

Volunteer Hours

Approve Minutes of Sept. 14 ,2021 meeting

Park Report – Jim

Old Business

 Washington Park carvings

 Report on Invasive species

 Bellevue 411 – articles

Winter Projects

 Letterhead drawings status

 Tree List and Invasives flyers

New Business

Candidates for Board members

Election of Officers

Tree plantings, when and where—Jim/Doug

Tree inventory

New parks

Spraying for Ailanthus & Honeysuckle

Downed trees – harvesting wood trunks

Monthly timeline with duties

MINUTE RECORD

Bellevue Planning Commission Meeting, September 23, 2021, Page 1

The Bellevue Planning Commission held a regular meeting on Thursday, September 23, 2021, at 7:00 p.m. in the Bellevue City Council Chambers. Upon roll call, present were Commissioners Casey, Perrin, Compton, Aerni, Ackley, Hankins, and Jacobson. Absent were Ritz and Cutsforth. Also present were Tammi Palm, Planning Manager, and Angela Curry, Assistant Planning Manager.

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

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

Motion was made by Casey, seconded by Hankins, to approve the minutes of the August 26, 2021, regular meeting as presented. Upon roll call, all present voted yes. Motion carried unanimously.

Ackley asked if there were any updates or additions to staff reports. Palm advised there were no updates or additions.

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

Ackley explained the public hearing procedures.

The following item was on the Consent Agenda:

Item 2.a.: Request to rezone Lots 1 and 2, Kunes Addition Replat One, being a replat of Lot 1, Kunes Addition, from RA to RE for the purpose of single family residential development; small subdivision plat Lots 1 and 2, Kunes Addition Replat One; and wavier of Section 6-7 (7), Subdivision Regulations. Applicant: Alice Kunes. General location: 10507 Cedar Island Road. Case #'s: Z-2108-12, S-2108-22.

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

MOTION was made by Jacobson, seconded by Perrin to recommend APPROVAL of a request to rezone Lots 1 and 2, Kunes Addition Replat One, being a replat of Lot 1, Kunes Addition, from RA to RE for the purpose of single family residential development; small subdivision plat Lots 1 and 2, Kunes Addition Replat One; and wavier of Section 6-7 (7), Subdivision Regulations. APPROVAL of the consent agenda as presented. Upon roll call, all present voted yes. MOTION carried unanimously.

This item will proceed to City Council for PUBLIC HEARING ON October 19, 2021.

PUBLIC HEARING was held on a request for site plan approval for Lot 1, Tregaron Towne Centre Replat Six, for the purpose of a car wash. Applicant: Club Car Wash Operating, LLC. General Location: 22nd Street and Capehart Road. Case#: Z-2108-11.

Ackley asked staff for an update. Palm stated the application is for site plan approval for a car wash at the intersection of 22nd Street and Capehart Road. She stated the area was originally platted in 2002 with a site plan for a 14,000 square foot retail building in this location. Palm stated there have been several replats since the original platting. She said the Public Works Department has reviewed the site plan in terms of access and traffic flow and approved it. She stated a car wash is a permitted use in the BG zoning district.

Kurt Daniels, 8 E. Main Street, Wentzville, MO., was present on behalf of the applicant. Daniels displayed a power point presentation of the design and layout of the building and site. He stated staff did an excellent job of detailing the plan in their report. He stated the site is 1.3 acres with the car wash and entrance on the east side of the lot. Daniels stated the west side of the lot would be 16 vacuum bays, three employee parking spots, and one ADA (Americans with Disabilities Act) accessible parking spot.

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

MOTION was made by Aerni, seconded by Casey to recommend APPROVAL of a request for site plan

MINUTE RECORD

Bellevue Planning Commission Meeting, September 23, 2021, Page 2

approval for Lot 1, Tregaron Towne Centre Replat Six, for the purpose of a car wash. APPROVAL based upon conformance with the Zoning Ordinance and the Comprehensive Plan. Upon roll call, all present voted yes. MOTION carried unanimously.

This item will proceed to City Council for PUBLIC HEARING ON October 19, 2021.

PUBLIC HEARING was held on a request to declare as blighted and substandard Lots 1 through 6, and Part of Lots 7 through 11A, lying South and West of Harvell Drive, Lots 11B and 12, Block 170, Bellevue; Lots 1 through 12, Block 171, Bellevue; vacated 17th Avenue between Jefferson Street and Franklin Street; and the adjacent rights-of-way of West 16th Avenue, Harvell Drive, Franklin Street, West 18th Avenue, and Jefferson Street. Applicant: Mercury Builders and Contractors, Inc. General Location: W 18th Avenue and Jefferson Street. Case #: ECD-52.

Ackley asked staff for an update. Palm stated the application is to declare an area bound by West 16th Avenue on the north, West 18th Avenue on the south and between Franklin and Jefferson Streets on the east and west sides as blighted and substandard.

Jeff Ray, 11213 Davenport Street, Suite 200, Omaha, NE was present on behalf of the applicant. He stated he wrote the study and did the field work. He stated representatives for this application met with some of the neighbors on Tuesday, September 21, 2021, to answer questions regarding the blight and substandard determination study and the proposed development which will come before the Commission at a later date. Ray stated blighted and substandard was the title given by the state legislators, and to change this title a referendum would be needed and then presented to the legislation for a vote. He stated this is an arduous process, so an ugly title remains for something that is an economic development tool. Ray stated there are three major steps for a blighted and substandard area: declare it blighted and substandard, develop a redevelopment plan, and finally implement the plan with Tax Increment Financing (TIF) to alleviate some of the conditions identified in the redevelopment plan. He said the pictures and the maps in the study show the blighted and substandard conditions in the area. Ray stated both blighted and substandard conditions were found in the study areas at 16th Avenue and Franklin Street and 18th Avenue and Jefferson Street. He said he found a lack of, or poorly rated sidewalks, streets not considered feasible by the city's Public Works Department, and some lots were irregular and had limited accessibility. Ray stated some areas were considered unsafe or unsanitary with debris piles and standing water which promotes mosquitos, vermin, and rodents. He stated structures built prior to 1970 may contain lead-based paint. Ray stated 90 percent of the homes in the area are over forty years of age. He said in this area all of the parcels had at least one of the statutory characteristics and most of them had multiple statutory characteristics of being blighted and substandard.

Andrew Willis, 233 South 13th Street, Lincoln, NE, stated he was the attorney representing the applicant. He stated the criteria for blighted and substandard is defined in the Community Development Laws. He stated the blight and substandard designation does not have an effect on property values and is merely a positive and beneficial tool for the city and developer.

Anthony Boyd, 1701 Jefferson Street, Bellevue, NE, stated his home was in the area of the blighted and substandard application. He stated the statute does not require a minimum area to be blighted and substandard so including the rest of the neighborhood is unwarranted. Boyd stated Nebraska statute 58-504 subsection (8) says; "the board may modify or return area applications or approve a smaller blighted and substandard area that is contained within the area proposed without additional notice or publication if in the public interest." He said he can speak for all the neighbors in the area that it would be in the public's best interest not to include their homes in this area. Boyd stated the pictures in the study show a cracked driveway which can be simply fixed, and the street layout would not be improved with the new development, it would be made worse. He stated all the lots in the area are adequately sized and shaped except for the lots purchased by Mercury Builders which are also the lots that have the vegetation overgrowth. Boyd stated the poor drainage in the area on 16th street is a Public Works problem. He stated lack of sidewalks and the vague criteria of the blighted study would describe 90% of Olde Towne Bellevue. Boyd quoted Nebraska State Statute 18-2101 and said this project will not alleviate the burden on taxpayers it will only increase it. Boyd asked if any follow up on the study had been done by the Planning Department.

Bernard Kusek, 1802 Jefferson Street, Bellevue, NE, stated the neighborhood is well kept and has been home for many of the neighbors for many years. He stated the new development will not fit with the neighborhood. Kusek stated he does not want the extra traffic.

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

MINUTE RECORD

Bellevue Planning Commission Meeting, September 23, 2021, Page 3

Ackley closed the public hearing.

Ray stated the characteristics of the study exist throughout the neighborhood; not just on the northern portion owned by the applicant. He stated some of the homes are deteriorating per HUD (Housing and Urban Development) standards. Ray stated many of the homes are built across lot lines due to the smaller lots in the area.

Casey asked how many neighbors attended the community meeting. Ray stated there were ten or eleven neighbors who attended. He stated they tried to address the neighbors' questions regarding the blighted study as well as the proposed development. Casey asked if some of the same concerns of tonight's meeting were addressed at the community meeting. Ray stated a neighbor said a realtor told them they would have a difficult time selling their home. He stated they were not aware of that situation anywhere in the State of Nebraska in areas being declared blighted and substandard.

Willis stated blighted and substandard declarations are not recorded against the property. He stated it is public record and the public can request information about blighted and substandard areas from the City of Bellevue. Willis stated it is a basic tool for redevelopment and has no bearing on the valuation of the property.

Palm stated within the last ten to twelve years the city did bring forward an application to designate the Mission Avenue corridor as blighted and substandard. She said that blighted area is from Lincoln Road on the west side and down Mission Avenue to the edge of the residential district on the east side, one block north and one block south of Mission Avenue, and along Franklin Street north to 19th Avenue which is within a few blocks of this area.

Ackley stated there was also an area along Highway 370 that was declared blighted and substandard which included a six-block area near the proposed redevelopment area. Palm stated generally a blighted and substandard study encompasses more than one or two properties. Discussion ensued regarding areas in Bellevue that are currently designated as blighted and substandard.

Ackley stated potential development for this area has not been brought to the Commission and tonight's discussion is regarding the blighted and substandard designation only. He stated this is a two-step process; the first being the blighted and substandard designation, and the next step is the redevelopment plan with the request for TIF. Ackley stated Mr. Boyd's question regarding what amount of TIF the applicant would collect cannot be answered until a redevelopment plan is applied for. He stated if the applicant made application for the blighted and substandard on the vacant lots they would not qualify for the TIF. He stated it is upsetting for some of the neighbors to have this designation. Ackley stated the study meets the statutory requirements. Discussion ensued regarding the statutory requirements.

Aerni asked the applicant to explain why they selected this area and not an area three times its size. Ray stated in the study they looked at boundaries that were easily identifiable. He stated there is no reason to include an area three times this size when there is no benefit to the city in doing so. Aerni asked Ray if all the homes in this area did not fall under the deteriorating category would they still include them in the request. Ray stated structural conditions and deterioration of the homes were not significant enough to include them as a contributing factor. Discussion ensued regarding the criteria of the study.

Jacobson stated the study listed several potentially unsafe items like sidewalks, overgrowth, and poor drainage, that may endanger life and property. He asked if the intent was to justify the TIF request, or should those items be resolved with the site plan and redevelopment agreement. Palm those items are pointed out for the purpose of the blighted and substandard designation. Jacobson asked if homeowners would also be eligible for TIF financing. Palm stated individuals could be eligible if they met the statutory requirements. Jacobson asked if the applicant had discussions with various departments (Police, Fire or Streets) regarding these unsafe conditions or if his report was based upon professional observation. Ray stated it was through his professional observation of the field analysis, County Assessor data, and conversations with the Public Works Director regarding the condition of Franklin Street.

MOTION was made by Jacobson, seconded by Aerni to recommend APPROVAL of a request to declare as blighted and substandard Lots 1 through 6, and Part of Lots 7 through 11A, lying South and West of Harvell Drive, Lots 11B and 12, Block 170, Bellevue; Lots 1 through 12, Block 171, Bellevue; vacated 17th Avenue between Jefferson Street and Franklin Street; and the adjacent rights-of-way of West 16th Avenue, Harvell Drive, Franklin Street, West 18th Avenue, and Jefferson Street.

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Bellevue Planning Commission Meeting, September 23, 2021, Page 4

APPROVAL based upon the Planning Department's recommendation and analysis this designation meets the statutory requirements of blighted and substandard. Upon roll call, all present voted yes. MOTION carried unanimously.

This item will proceed to City Council for PUBLIC HEARING ON October 19, 2021.

Meeting adjourned at 8:12 p.m.



Dianna Van Horn
Planning Secretary

MINUTE RECORD

Bellevue City Council Meeting, October 5, 2021, 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 5th of October 2021, at 6:00 p.m. Present were Council Members Bob Stinson, Paul Cook, Jerry McCaw, 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. Dr. Rick Janelle, Lead Teaching Minister, Bellevue Church of Christ, 2311 Madison 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 Burns, seconded by Cook, to approve the agenda. Roll call to approve the agenda was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

APPROVAL OF THE CONSENT AGENDA:

Motion was made by Cook, seconded by Burns, to approve the consent agenda consisting of the following items: Approval of the September 21, 2021 City Council Minutes, Approval of Claims, Recommend Approval of waiver of hunting applications, and Approve and authorize Mayor to sign the amendment extending the CDBG-CV inter-departmental agreement with the Human Services Department. Roll call vote on the motion was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

SPECIAL PRESENTATIONS: NONE

ORGANIZATIONAL MATTERS: NONE

APPROVED CITIZEN COMMUNICATION:

Discussion on Code Enforcement Violations and Handicap Parking Permit. (Mr. Daniel Seymour)

Mr. Seymour was not present for this item, therefore there was no discussion.

LIQUOR LICENSES:

Recommend approval to NLCC the Application for Reconstruction to Liquor License for Buck's LLC dba "Bucky's Express 33," replacing application for Class D-124055, at 3003 Samson Way, Bellevue. (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 ordinance.

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

Motion was made by Cook, seconded by Welch, to recommend approval to Nebraska Liquor Control Commission the Application for Reconstruction to Liquor License for Buck's LLC dba "Bucky's Express 33," replacing application for Class D-124055, at 3003 Samson Way, Bellevue.

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

Recommend approval to NLCC the Application for Change in Trade Name to Liquor License for Buck's LLC dba "Casey's General Store 6133" replacing application for Class D-124055, at 3003 Samson Way, Bellevue. (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 ordinance.

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.

MINUTE RECORD

Bellevue City Council Meeting, October 5, 2021, Page 2

Motion was made by Stinson, seconded by McCaw, to recommend approval to Nebraska Liquor Control Commission the Application for Change in Trade Name to Liquor License for Buck's LLC dba "Casey's General Store 6133" replacing application for Class D-124055, at 3003 Samson Way, Bellevue.

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

ORDINANCES FOR ADOPTION (Third Reading):

Ordinance No. 4053: Request to amend Sections 5.27 ML Light Manufacturing, and 5.28 MH Heavy Manufacturing, City of Bellevue Zoning Ordinance, regarding the addition of recycling collection and processing facilities as a permitted use. Applicants: Waste Connections of Nebraska, Inc. and City of Bellevue. Case #: 164. (Planning Manager)

Ordinance No. 4053: An ordinance to amend Sections 5.27 and 5.28, Ordinance No 3619, Bellevue Zoning Ordinance, relating to permitted uses in the ML (Light Manufacturing) and MH (Heavy Manufacturing) zoning districts; to repeal such sections as heretofore existing; to provide an effective date of the ordinance; and to provide for the publication of this ordinance in pamphlet form was read for the third and final time.

Motion was made by Preister, seconded by Burns, to approve Ordinance No. 4053. Roll call vote on motion to approve was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; Absent: none. Motion carried.

Ordinance No. 4054: Request to rezone Lots 12B & 13C, South of Drainage Ditch, Butterfields Subdivision, located in the Northeast ¼ of Section 10, T13N, R13E, Sarpy County, Nebraska; Tax Lot 14, Except that Part taken for Highway Right-of-Way, and Part of Vacated State Right-of-Way in the East ½ of the East ½ in the Southeast ¼ adjacent to Tax Lot 14, all located in the Southeast ¼ of Section 10, T13N, R13E, Sarpy County, Nebraska; and Part of Vacated State Right-of-Way in the Southwest ¼ of the Southwest ¼, West of Fort Crook Road South, located in the Southwest ¼ of Section 11, T13N, R13E of the 6th P.M., Sarpy County, NE, from FX and BNH to ML for the purpose of light industrial development. Applicant: Waste Connections of Nebraska, Inc. General Location: Fairview Road and Fort Crook Road South. (Planning Manager)

Ordinance No. 4054: 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 was read for the third and final time.

Motion was made by Preister, seconded by Burns, to approve Ordinance No. 4054. Roll call vote on motion to approve was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; Absent: none. Motion carried.

Ordinance No. 4055: Request to amend Sections 2.22 Definitions, 5.27 ML Light Manufacturing District, 5.28 MH Heavy Manufacturing District, 5.35 HCO Highway 34 Corridor Overlay District, and Article 8 Supplemental Regulations, City of Bellevue Zoning Ordinance, regarding solar energy. Applicant: City of Bellevue. Case #: 165. (Planning Manager)

Ordinance No. 4055: An ordinance to amend Sections 2.22, 5.27, 5.28, and 5.35; and Article 8, Ordinance No. 3619, Bellevue Zoning Ordinance, relating to definitions, permitted uses in the ML (Light Manufacturing), MH (Heavy Manufacturing), and HCO (Highway 34 Corridor Overlay) Zoning Districts, and supplemental regulations regarding solar energy; to repeal such sections as heretofore existing; to provide an effective date of the ordinance; and to provide for the publication of this ordinance in pamphlet form was read for the third and final time.

Motion was made by Cook, seconded by Preister, to approve Ordinance No. 4055.

Motion was made by Cook, seconded by Welch, to amend Ordinance No. 4055 with the following changes: Throughout the document Solar Conversion System will be referred to as "SCS". **Section 8.06.03**, the following sentences shall read: "For those devices that include electrical, plumbing, and heating constructions, the applicable permits shall also be obtained as well as "any applicable" Federal and Utility permits and inspections "that may be required"; **Section 8.06.04** the last sentence shall read "Ground mounted SCS shall conform to the maximum ground coverage allowed by the appurtenant zoning district"; **Section 8.07.05**, (9), Waste Disposal: Solid and hazardous waste, including but not limited to crates, packing materials, damaged or worn solar panels and parts "no longer installed within SCS", batteries, as well as used oils, acids, and lubricants, shall be removed from the site promptly and disposed of in accordance with all applicable local, state, and federal regulations during construction and operation; and **Section 8.07.06**: The owner or operator of a commercial/utility grade SCS shall, at its expense, complete decommissioning of the system and/or individual solar array, "excluding time periods in which a force majeure event prevents the generation of electricity".

MINUTE RECORD

Bellevue City Council Meeting, October 5, 2021, Page 3

Roll call vote on motion to amend was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; Absent: none. Motion carried.

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

Ordinance No. 4056: Request to rezone Lots 1 and 2, Whispering Timber Estates Replat 7, being a replat of Lot 106, Whispering Timber Estates, Lot 1, Whispering Timber Estates Replat 6, and Lot 2A1, Fair Hill Addition, from AG, RE and RS-84-PS to RE and RS-84-PS for the purpose of existing residential development. Applicants: Todd Santoro and Greg Dennis. General location: Hickory Circle and Childs Road East. (Planning Manager)

Ordinance No. 4056: 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 Hickory Circle and Childs Road East, more particularly described in Section 1 of the ordinance and to provide an effective date was read for the third and final time.

Motion was made by Stinson, seconded by Burns, to approve Ordinance No. 4056. Roll call vote on motion to approve was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; Absent: none. Motion carried.

Small Subdivision Plat Lots 1 and 2, Whispering Timber Estates Replat 7.

Motion was made by Welch, seconded by Burns, to approve the Small Subdivision Plat Lots 1 and 2, Whispering Timber Estates Replat 7. Roll call vote on motion to approve was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; Absent: none. Motion carried.

Ordinance No. 4057: A compensation ordinance reflecting pay ranges covered under collective bargaining agreements and unclassified positions. (HR Director)

Ordinance No. 4057: An ordinance of the City of Bellevue, Nebraska, classifying the employees of the city; fixing the ranges of compensation of such employees; providing a pay range schedule; providing for publication in pamphlet form; repealing Ordinance No. 4038; and providing for an effective date was read for the third and final time.

Motion was made by Cook, seconded by Burns, to approve Ordinance No. 4057. Roll call vote on motion to approve was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; Absent: none. Motion carried.

ORDINANCES FOR PUBLIC HEARING (Second Reading):

Ordinance No. 4058: An ordinance amending Article I, Chapter 20 of the Bellevue Municipal Code by adding new Sections 20-15 through 20-20 regarding additional offenses. (Police Chief)

Ordinance No. 4058: An ordinance to amend Article I, Chapter 20, of the Bellevue Municipal Code by adding new Sections 20-15 through 20-20 regarding additional offenses and to provide for an effective date was read for the second time and a public hearing was held.

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

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.

Mayor Hike stated the third reading of the ordinance will be heard at the Council meeting on October 19, 2021.

Ordinance No. 4059: An ordinance to repeal Article VI, Chapter 19 of the Bellevue Municipal Code regarding noise control. (Police Chief/Legal)

Ordinance No. 4059: An ordinance to repeal Article VI, Chapter 19, of the Bellevue Municipal Code regarding noise control and to provide an effective date was read for the second time and a public hearing was held.

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

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.

Mayor Hike stated the third reading of the ordinance will be heard at the Council meeting on October 19, 2021.

Ordinance No. 4060: An ordinance to amend the Bellevue Municipal Code regarding application for plumbing licenses and examination requirements. (Chief Building Inspector)

MINUTE RECORD

Bellevue City Council Meeting, October 5, 2021, Page 4

Ordinance No. 4060: An ordinance to amend Article II, Chapter 27, of the Bellevue Municipal Code by amending Section 27-27, Section 27-28, and Section 27-34 regarding application for plumbing licenses and examination requirements and to provide an effective date was read for the second time and a public hearing was held.

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

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.

Mayor Hike stated the third reading of the ordinance will be heard at the Council meeting on October 19, 2021.

ORDINANCES FOR INTRODUCTION: (First Reading)

Ordinance No. 4061: Request to rezone Lots 1 and 2, Kunes Addition Replat One, being a replat of Lot 1, Kunes Addition from RA to RE for the purpose of single-family residential development, small subdivision plat Lots 1 and 2, Kunes Addition Replat One; and waiver of Section 6-7 (7), Subdivision Regulations. Applicant: Alice Kunes. General Location: 10507 Cedar Island Road. (Planning Manager)

Ordinance No. 4061: 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 10507 Cedar Island Road, more particularly described in Section 1 of the ordinance and to provide an effective date was read for the first time.

Mayor Hike stated the second reading and public hearing of the ordinance will be heard at the Council meeting on October 19, 2021.

PUBLIC HEARINGS ON MATTERS OTHER THAN ORDINANCES: NONE

RESOLUTIONS:

Resolution No. 2021-36: A resolution requesting approval to operate a satellite keno location at the business operated by East Coasts Eats LLC dba "Sinful Burger" at 4005 Twin Creek Dr., Bellevue and authorize the Mayor to sign. (City Clerk)

Motion was made by Cook, seconded by Welch, to approve the Resolution No. 2021-36: A resolution requesting approval to operate a satellite keno location at the business operated by East Coasts Eats LLC dba "Sinful Burger" at 4005 Twin Creek Dr., Bellevue and authorize the Mayor to sign. Roll call vote on the motion to approve was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

Resolution No. 2021-37: Request to declare as blighted and substandard Lot 1, College Apartments Addition. Applicant Stella Realty, LLC. General Location: 400 West 19th Avenue. (Planning Manager)

Motion was made by Burns, seconded by McCaw, to approve the Resolution No. 2021-37: Request to declare as blighted and substandard Lot 1, College Apartments Addition. Applicant Stella Realty, LLC. General Location: 400 West 19th Avenue.

Councilman Cook questioned if the apartments are going to be demolished. Mrs. Tammi Palm, Planning Manager replied yes, that is the plan.

Councilman Preister questioned if there are any concerns on access from the Police or Fire Department. Chief Perry Guido stated there are no concerns from the Fire Department.

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

Ms. Bree Robbins, City Attorney, advised this item needs to be open for a public hearing.

Motion was made by Welch, seconded by Preister, to reconsider Resolution No. 2021-37.

Councilman Cook questioned if this should be delayed to allow for public input. Mrs. Palm explained the item was advertised for a public hearing.

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

Motion was made by Burns, seconded by McCaw, to approve the Resolution No. 2021-37: Request to declare as blighted and substandard Lot 1, College Apartments Addition. Applicant Stella Realty, LLC. General Location: 400 West 19th Avenue.

MINUTE RECORD

Bellevue City Council Meeting, October 5, 2021, Page 5

Motion was made by Welch, seconded by Burns, to open for public hearing Item 15b. - Resolution No. No. 2021-37: Request to declare as blighted and substandard Lot 1, College Apartments Addition. Applicant Stella Realty, LLC. General Location: 400 West 19th Avenue. Roll call vote to open for public hearing was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

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

Mr. Brent Beller, 11440 West Center Road, was present on behalf of the applicant to answer any questions.

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

Roll call vote on the motion to approve Resolution No. 2021-37 was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

CURRENT BUSINESS:

Recommend approval to purchase a 2023 Ford F-550 4x4/Braun Med Unit, in an amount not to exceed \$257,400. (Fire Chief)

Motion was made by Stinson, seconded by Welch, to approve the Recommend approval to purchase a 2023 Ford F-550 4x4/Braun Med Unit, in an amount not to exceed \$257,400. Roll call vote on the motion to approve was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

Approval of a separate agreement with Chamber of Commerce for additional funding for marketing and rebranding services. (Administrator/Community Development Director)

Motion was made by Burns, seconded by McCaw, to approve a separate agreement with Chamber of Commerce for additional funding for marketing and rebranding services.

Motion was made by Cook, seconded by Burns, to open public hearing on this item. Roll call vote on the motion to open for public hearing was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

Ms. Michelle Andahl, 13604 South 46th Street, was present as the President and CEO of Bellevue Chamber of Commerce. She advised the branding campaign is being passed over to the City of Bellevue. She requested on behalf of the Chamber of Commerce the city permanently remove this agenda item of a \$55,000 reimbursement to the Chamber. The Chamber is announcing the \$55,000 expenditure is a donation to the rebranding effort.

Mr. David Compton, 113 W. 22nd Avenue, mentioned he is in opposition of the reimbursement to the Chamber. He stated the city should not spend any more tax dollars on rebranding. Mayor Hike advised him Ms. Andahl just requested the item be removed.

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

Discussion occurred on the procedure for voting.

Motion was made by Cook, seconded by Welch, to amend by removing Item 16d., Approval of a separate agreement with Chamber of Commerce for additional funding for marketing and rebranding services. Roll call vote on the motion amend by removing this item from the agenda was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

Roll call on the original motion as amended, which removes Item 16d from the agenda was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

Approve corrected Employee Handbook for adoption.

Motion was made by Welch, seconded by Burns, to approve corrected Employee Handbook adoption. Roll call vote on the motion to approve was as follows: Stinson, Cook, McCaw, 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 each month - September report is attached to the Council Packet)

MINUTE RECORD

Bellevue City Council Meeting, October 5, 2021, Page 6

Councilman Burns requested an update on the Bellevue Public Library project. Mr. Ristow provided an update.

CLOSED SESSION: NONE

ADJOURNMENT

There being no further business to come before the Council at this time, on motion by Cook, seconded by Burns, the meeting was adjourned at 6:50 p.m. Roll call vote on motion to approve was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; Absent: none. Motion carried.



Susan Kluthe, City Clerk

Rusty Hike, Mayor

I, the undersigned, Deputy City Clerk of the City of Bellevue, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the Mayor and Council on October 5, 2021; 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.
10/19/2021

CLAIMS FOR OCTOBER 19, 2021

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MAYOR

CENTURY LINK	MONTHLY SERVICE 2021/09/22-2021/10/21	11.26
U.S. CELLULAR	MONTHLY SERVICE 2021/09/04-2021/10/03	52.92
		<u>\$ 64.18</u>

CITY ADMINISTRATOR

CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	110.28
CENTURY LINK	MONTHLY SERVICE 2021/09/22-2021/10/21	21.79
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-SEPT 2021	4,641.90
IDEAL PURE WATER COMPANY	BOTTLED WATER	60.40
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-SEPT 2021	90.72
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-SEPT 2021	43.18
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-SEPT 2021	78.82
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - SEPT 2021	259.41
U.S. CELLULAR	MONTHLY SERVICE 2021/09/04-2021/10/03	181.93
		<u>\$ 5,488.43</u>

CITY COUNCIL

RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-SEPT 2021	111.28
		<u>\$ 111.28</u>

LEGAL

BREE ROBINS	REIMB MILEAGE FOR CONFERENCE	123.20
CENTURY LINK	MONTHLY SERVICE 2021/09/22-2021/10/21	22.16
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-SEPT 2021	2,362.64
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-SEPT 2021	60.48
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-SEPT 2021	28.57
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-SEPT 2021	42.66
U.S. CELLULAR	MONTHLY SERVICE 2021/09/04-2021/10/03	90.85
		<u>\$ 2,730.56</u>

CABLE ADVISORY

CENTURY LINK	MONTHLY SERVICE 2021/09/22-2021/10/21	7.51
COX BUSINESS SERVICES	MONTHLY SERVICE 2021/09/19-2021/10/18	9.04
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-SEPT 2021	3,857.20
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-SEPT 2021	60.48
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-SEPT 2021	23.71
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-SEPT 2021	30.00
U.S. CELLULAR	MONTHLY SERVICE 2021/09/04-2021/10/03	49.92
		<u>\$ 4,037.86</u>

CITY CLERK

CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	85.95
CENTURY LINK	MONTHLY SERVICE 2021/09/22-2021/10/21	11.26
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-SEPT 2021	1,934.63
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-SEPT 2021	60.48
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-SEPT 2021	22.92
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-SEPT 2021	28.87
		<u>\$ 2,144.11</u>

FINANCE/RISK MANAGEMENT

CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	200.99
CENTURY LINK	MONTHLY SERVICE 2021/09/22-2021/10/21	54.57
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-SEPT 2021	5,401.24
INDOFF	OFFICE SUPPLIES	426.32
INFOSAFE SHREDDING	SHREDDING SERVICE	30.00
LEAGUE OF NEBRASKA MUNICIPALITIES	2021 ANNUAL CONFERENCE-SEPT 22-24	422.00
QUADIENT FINANCE USA, INC	POSTAGE REFILLS	2,500.00
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-SEPT 2021	211.68
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-SEPT 2021	78.19
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-SEPT 2021	116.93
RICH SEVERSON	REIMB MILEAGE FOR CONFERENCE	87.36
U.S. CELLULAR	MONTHLY SERVICE 2021/09/04-2021/10/03	54.96
		<u>\$ 9,584.24</u>

LIBRARY

CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	147.48
CENTURY LINK	MONTHLY SERVICE 2021/09/22-2021/10/21	37.54
COX BUSINESS SERVICES	MONTHLY SERVICE 2021/08/23-2021/09/22	107.39
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-SEPT 2021	7,623.75
INGRAM LIBRARY SERVICES	BOOKS	3,436.06

MINUTE RECORD

CLAIMS FOR OCTOBER 19, 2021

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LIBRARY (cont'd)

LIBRARY IDEAS	BOOKS	39.81
MATRIX BUSINESS SYSTEMS INC	COPIER EXPENSE	11.14
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE 2021/08/10-2021/09/10	2,405.92
QUADIENT FINANCE USA, INC	POSTAGE REFILLS	1,255.50
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-SEPT 2021	241.92
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-SEPT 2021	78.97
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-SEPT 2021	89.95
SCOTT WELCH	MONTHLY WEB HOSTING-OCT 2021	125.00
WALMART-CAPITAL ONE	SUPPLIES	24.15
		<u>\$ 15,624.58</u>

ADMINISTRATIVE SERVICES

CENTURY LINK	MONTHLY SERVICE 2021/09/22-2021/10/21	52.46
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-SEPT 2021	12,366.34
IDEAL PURE WATER COMPANY	BOTTLED WATER	58.50
INFOSAFE SHREDDING	SHREDDING SERVICE	30.00
MATRIX BUSINESS SYSTEMS INC	COPIER EXPENSE	155.58
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE 2021/08/19-2021/09/21	152.51
ONE SOURCE	BACKGROUND CHECKS	63.00
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-SEPT 2021	241.92
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-SEPT 2021	79.76
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-SEPT 2021	95.76
TRALIAN, LLC	PREVENTING DISCRIMINATION TRAINING	4,116.00
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - SEPT 2021	3,486.13
U.S. CELLULAR	MONTHLY SERVICE 2021/09/04-2021/10/03	82.26
		<u>\$ 20,980.22</u>

CODE ENFORCEMENT

ACTION SIGNS	INSTALL GRAPHICS	150.00
CENTURY LINK	MONTHLY SERVICE 2021/09/22-2021/10/21	22.07
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-SEPT 2021	8,499.10
PAPILLION SANITATION	CODE DUMPSTER	890.32
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-SEPT 2021	211.68
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-SEPT 2021	58.56
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-SEPT 2021	81.90
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - SEPT 2021	720.15
U.S. CELLULAR	MONTHLY SERVICE 2021/09/04-2021/10/03	78.06
		<u>\$ 10,711.84</u>

PUBLIC WORKS

AMERICAN PUBLIC WORKS ASSOCIATION	RENEW MEMBERSHIPS-2021/11/01-2022/10/31	1,080.00
CENTURY LINK	MONTHLY SERVICE 2021/09/22-2021/10/21	45.05
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-SEPT 2021	8,374.92
HDR ENGINEERING, INC	IND FACILITY ASSESSMENT PROJ	535.86
INDOFF	CABINET FOR UNIFORMS	773.88
KITCHEN SINK COMMUNICATIONS	GRANT WRITING	225.00
LOGO LOGIX EMBROIDERY & SCREEN	SCREEN PRINT FOR UNIFORMS	675.00
MATRIX BUSINESS SYSTEMS INC	COPIER EXPENSE	253.44
ONE CALL CONCEPTS	REGULAR LOCATES	822.70
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-SEPT 2021	151.20
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-SEPT 2021	66.25
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-SEPT 2021	93.14
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - SEPT 2021	131.76
U.S. CELLULAR	MONTHLY SERVICE 2021/09/04-2021/10/03	318.13
		<u>\$ 13,546.33</u>

PARKS

A-RELIEF SERVICES	PORTABLE RESTROOM-MCCANN, STONECROFT	367.00
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	9.27
CENTURY LINK	MONTHLY SERVICE 2021/09/22-2021/10/21	33.79
COX BUSINESS SERVICES	MONTHLY SERVICE 2021/08/23-2021/09/22	214.78
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-SEPT 2021	8,089.18
J P COOKE COMPANY	DATE/RECEIVED STAMP	87.20
MARK BLACKBURN	REIMBURSE FOR CDL	59.50
MENARDS	ANCHOR LINE, CONCRETE BLOCKS, STEEL PLUG,	53.17
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE 2021/07/29-2021/09/27	3,543.72
PRECISE MRM LLC	POOLED DATA	200.00

MINUTE RECORD

CLAIMS FOR OCTOBER 19, 2021

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PARKS (con't)

RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-SEPT 2021	332.64
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-SEPT 2021	95.93
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-SEPT 2021	104.83
THIELE GEOTECH	MATERIALS TESTING-KEYSTONE TRAIL	441.00
TRAVELERS	LIABILITY CLAIMS	2,986.00
U.S. CELLULAR	MONTHLY SERVICE 2021/09/04-2021/10/03	143.68
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - SEPT 2021	4,544.70
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	13.42
WESTLAKE ACE HARDWARE	PAINT SUPPLIES	22.35
		\$ 21,342.16

RECREATION

CENTURY LINK	MONTHLY SERVICE 2021/09/22-2021/10/21	47.43
COX BUSINESS SERVICES	MONTHLY SERVICE 2021/08/23-2021/09/22	88.39
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-SEPT 2021	2,109.96
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-SEPT 2021	60.48
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-SEPT 2021	26.22
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-SEPT 2021	33.95
THE HOME DEPOT PRO-SUPPLY WORKS	JANITORIAL SUPPLIES	539.85
TRAVELERS	LIABILITY CLAIMS	606.00
U.S. CELLULAR	MONTHLY SERVICE 2021/09/04-2021/10/03	65.03
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - SEPT 2021	518.84
		\$ 4,096.15

BUILDING MAINTENANCE

APOLLO HEATING & A/C	DIST 3 FAN MOTORS & WIRE REPAIR, DIST 4	5,279.27
	DIAGNOSTIC KITCHEN & OFFICE, DIST 4	
BIG RED LOCKSMITHS	KEYS	15.00
CENTURY LINK	MONTHLY SERVICE 2021/09/22-2021/10/21	3.75
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-SEPT 2021	8,258.48
FERGUSON ENTERPRISES INC #1657	PLUMBING SUPPLIES	80.38
FILTER SHOP	PLEATED FILTERS	23.20
FIRE PROTECTION SERVICES, LLC	ANNUAL FIRE EXT INSPECTIONS	2,097.25
HILLYARD DES MOINES	JANITORIAL SUPPLIES	673.60
JACKSON SERVICES, INC	DOOR MAT SERVICE	25.00
KB BUILDING SERVICES	JANITORIAL SERVICES-OCT 2021	10,918.50
MENARDS	SIPHON PUMP, VALVE, BATTERIES, TRIM LINE, CORD, TUBING, FILTERS, SHEARS, SUPPLIES, HANDLE REPAIR KIT, LUMBER	241.55
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE 2021/08/10-2021/09/22	2,265.87
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-SEPT 2021	211.68
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-SEPT 2021	63.11
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-SEPT 2021	72.76
THE HOME DEPOT PRO-SUPPLY WORKS	JANITORIAL SUPPLIES	686.12
U.S. CELLULAR	MONTHLY SERVICE 2021/09/04-2021/10/03	26.01
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - SEPT 2021	458.06
WESTLAKE ACE HARDWARE	LED FLASHLIGHT	19.99
		\$ 31,419.58

CEMETERY

CENTURY LINK	MONTHLY SERVICE 2021/09/22-2021/10/21	3.75
COX BUSINESS SERVICES	MONTHLY SERVICE 2021/08/23-2021/09/22	83.39
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-SEPT 2021	1,506.62
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE 2021/08/19-2021/09/21	116.76
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-SEPT 2021	60.48
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-SEPT 2021	18.37
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-SEPT 2021	22.45
U.S. CELLULAR	MONTHLY SERVICE 2021/09/04-2021/10/03	49.92
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - SEPT 2021	378.03
WESTLAKE ACE HARDWARE	CONCRETE MIX, FLOAT, EDGER	22.17
		\$ 2,261.94

STREETS

AMERICAN CONCRETE PRODUCTS CO	INLET PLAIN LIDS & TOPS	4,250.00
AVERY RENTS	PROPANE	33.57
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	20.53
CENTURY LINK	LIABILITY CLAIM	4,256.91
CENTURY LINK	MONTHLY SERVICE 2021/09/22-2021/10/21	33.79
COX BUSINESS SERVICES	MONTHLY SERVICE 2021/08/23-2021/09/22	274.17
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-SEPT 2021	39,206.79
INDOFF	OFFICE SUPPLIES	120.45
LAKEVIEW CONSTRUCTION	2021 CONCRETE PROJECTS-2021/09/19-2021/10/02	74,098.62
LYMAN RICHEY SAND & GRAVEL	SAND/GRAVEL	4,969.79

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CLAIMS FOR OCTOBER 19, 2021

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STREETS (cont'd)

MARTIN ASPHALT	BULK OIL	222.00
MENARDS	PROPANE CYLINDER, GLOVES, PONCHO, DUCT TAPE, LUMBER, FLOOR SCRUB, REBAR, STUDS	289.86
METRO LEASING	8748-LEASE-2021/09/27 INT'L TRUCKS (6)	26,953.86
MIDWEST SALES & SERVICE CO	V-LOCK FOR U POSTS, ADAPTORS, WEDGES	1,808.50
MOBOTREX	LED BALL, GREEN	1,440.00
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE 2021/07/29-2021/09/27	87,034.85
OMNI	ASPHALT	1,760.01
PRECISE MRM LLC	POOLED DATA	1,104.00
READY MIXED CONCRETE COMPANY	CONCRETE	20,772.11
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-SEPT 2021	846.72
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-SEPT 2021	276.01
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-SEPT 2021	330.58
RIVER CITY/METRO LANDSCAPING	HARDWOOD MULCH	6,000.00
SUBURBAN NEWS ADV	LEGAL ADS	38.39
THE HOME DEPOT PRO-SUPPLY WORKS	JANITORIAL SUPPLIES	408.88
TRAVELERS	AUTO LIABILITY CLAIMS	8,500.00
U.S. CELLULAR	MONTHLY SERVICE 2021/09/04-2021/10/03	245.65
ULINE	DOOR HANGER BAGS	98.06
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - SEPT 2021	3,001.76
WALKERS UNIFORM RENTAL	UNIFORM SERVICE-SEPT 2021	13.42
		\$ 288,409.28

FLEET MAINTENANCE

911 CUSTOM, LLC	LED SPOT LIGHT	154.99
ALLIED OIL & SUPPLY COMPANY	BULK OIL	1,160.05
ALLIED OIL & SUPPLY COMPANY	RECYCLE ANTI FREEZE	65.00
ARROW TOWING	TOW CHARGE FOR ST27	1,500.00
AUTO VALUE PARTS - SOUTH OMAHA	ALT BELT, GASKETS, VAVLE COVER, TRUCK VALVE, CONVERTER	1,258.78
AUTOMOTIVE WAREHOUSE DIST, INC	PARTS, FORNEY, COUPLING	235.93
BAUER BUILT	TIRES FOR ST141	592.48
BAXTER FORD	TUBE ASSY, WIRE ASSY, POWER TRANS, COMPRESSOR, ACCUMULATOR, JOINT KITS, CONVERTER, SENSORS, SEPARATORS, SOLENOID, TIRES	2,705.85
BELLEVUE TIRE & AUTO SERVICE	COPIER EXPENSE	813.12
CAPITAL BUSINESS SYSTEMS, INC	MONTHLY SERVICE 2021/09/22-2021/10/21	65.73
CENTURY LINK	MONTHLY SERVICE 2021/08/23-2021/09/22	26.28
COX BUSINESS SERVICES	SOLENOID	107.39
DIESEL SPECIALITIES OF OMAHA	30M SCREEN RED	92.17
DULTMEIER SALES LLC	REBUILD BRASS PISTON VALVE	24.69
ELKHART BRASS MFG CO	HEALTH INSURANCE-SEPT 2021	1,678.80
EMPLOYEE BENEFITS SYSTEMS	FILTER ELEMENT	20,114.15
EQUIPMENT TECHNOLOGY, LLC	OXYGEN SENSOR	90.09
FACTORY MOTOR PARTS CO	SCREENS, BATTERY	78.19
FARM PLAN	COIL, FLOW CONTROLS	332.51
FORCE AMERICA, INC	REPLACE WINDSHIELD-PA535	591.32
GALVIN GLASS	PLASTIC STRAPPING KIT, BUCKLES, TERMINAL STRIP, TURNBUCKLE JAW	257.75
GRAINGER	FEEDGATE JACK	165.87
HENDERSON PRODUCTS, INC	O-RINGS, RETAINING PLATES, BOLTS, YOKE ASSY, U-JOINT, STRAP KIT	264.35
INLAND TRUCK PARTS CO	BATTERIES FOR STOCK	611.60
INTERSTATE ALL BATTERY CENTER	NOTCHED BLADE, GASKETS	37.50
J & J SMALL ENGINE SERVICE	CONDENSER FAN	98.28
JONES AUTOMOTIVE	WHEEL ASSEMBLY	285.39
JUDAH CASTER COMPANY	COUPLERS, FITTINGS, GAUGE, SWIVEL ELBOW	76.00
KRIHA FLUID POWER CO	TIRE PRESSURE CAP, NOZZLE SERVICE, BEARINGS	58.52
MACQUEEN EQUIPMENT, LLC	WELDING SUPPLIES	1,219.72
MATHESON TRI-GAS INC	BLACK STOP RUST, DOOR KICKPLATE	194.96
MENARDS	LUBRICANT	44.83
MENARDS - RALSTON	SNOW PLOW BLADES, CUTTING EDGES	76.93
MICHAEL TODD & COMPANY	FILTERS, OUTLETSE, FITTINGS, CARB CLEANER, GLOVES, PLUGS, TOUCH SWITCH, VALVES	4,851.86
NAPA AUTO PARTS	DRILL BITS, LYNCH PINS, LOCK NUTS, CONNECTORS, PIPE SEALANT, HEX NUTS	836.84
NEBRASKA IOWA INDUSTRIAL FASTENERS	BLOWER ASSEMBLY	361.94
NORTH CENTRAL AMBULANCE	MONTHLY SERVICE 2021/08/20-2021/09/22	304.32
OMAHA PUBLIC POWER DISTRICT	OIL, MIDI FUSE	1,204.86
O'REILLY AUTOMOTIVE PARTS	GASKET, CARB KIT	44.43
P&M HARDWARE	JD LINK MODULES	8.99
POWERPLAN		2,170.00

MINUTE RECORD

CLAIMS FOR OCTOBER 19, 2021

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FLEET MAINTENANCE (cont'd)

RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-SEPT 2021	453.60
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-SEPT 2021	150.56
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-SEPT 2021	186.50
ROSE EQUIPMENT	WIRING HARNESS, BALL VALVE	432.57
TURFWERKS	CUTTING BLADE	275.00
TY'S OUTDOOR POWER & SERVICE	BOTTOM RETAINER RING, BLADE, ROCKER SWITCH	134.22
U.S. CELLULAR	MONTHLY SERVICE 2021/09/04-2021/10/03	71.98
UPS STORE	FREIGHT FOR CHARGER REPAIR & RADAR REPAIR	76.54
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - SEPT 2021	753.29
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	79.40
		<u>\$ 47,476.12</u>

PLANNING

CENTURY LINK	MONTHLY SERVICE 2021/09/22-2021/10/21	11.26
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-SEPT 2021	4,286.59
METROPOLITAN AREA PLANNING AGENCY	BELLEVUE REDISTRICTING	2,000.00
OMAHA WORLD HERALD	LEGAL AD	201.30
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-SEPT 2021	90.72
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-SEPT 2021	33.28
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-SEPT 2021	41.78
SUBURBAN NEWS ADV	LEGAL ADS	80.49
		<u>\$ 6,745.42</u>

PERMITS & INSPECTIONS

CENTURY LINK	MONTHLY SERVICE 2021/09/22-2021/10/21	18.77
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-SEPT 2021	11,187.04
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-SEPT 2021	241.92
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-SEPT 2021	84.47
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-SEPT 2021	105.53
U.S. CELLULAR	MONTHLY SERVICE 2021/09/04-2021/10/03	307.06
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - SEPT 2021	1,244.87
		<u>\$ 13,189.66</u>

POLICE

ACTION SIGNS	INSTALL GRAPHICS-UNIT 708	150.00
BELLEVUE PRINTING COMPANY	NOTE CARDS	163.80
BENEFIT PLANS	POLICE PENSION PLAN-OCT 2021-MD, JG, MG	8,817.56
BRIAN BENSHOOF	PER DIEM 2021/09/17 RECERTIFICATION	38.25
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	259.90
CENTURY LINK	MONTHLY SERVICE 2021/09/22-2021/10/21	321.64
COX BUSINESS SERVICES	MONTHLY SERVICE 2021/08/23-2021/09/22	184.99
CULLIGAN OF OMAHA	BOTTLED WATER	218.80
DELL MARKETING L.P.	LAPTOPS	5,521.88
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-SEPT 2021	137,385.01
EVITA SAUCEDO	REIM FOR TACTICAL BOOTS	9.80
INFOSAFE SHREDDING	SHREDDING SERVICE	90.00
INTREPID NETWORKS,LLC	ANNUAL SUBSCRIPTION RENEWAL 2021/05/01-	3,960.00
JEFF KEEFE	PER DIEM-TRAINING	76.50
JESSICA MANNING	REIMB FOR BOOTS	236.10
KIESLER POLICE SUPPLY & AMMO	PEPPERBALL PROJECTILES	1,770.00
LP POLICE	LOCATE POLICE PLAN-SEP 2021	129.95
MATRIX BUSINESS SYSTEMS INC	COPIER EXPENSE	642.24
MENARDS	SUPPLIES	96.68
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE 2021/08/10-2021/09/10	36.35
PROGRESSIVE BUSINESS TECHNOLOGIES	TONER KIT FOR EVIDENCE	67.00
PROVANTAGE LLC	EVIDENCE BARCODE LABELS	48.16
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-SEPT 2021	3,811.44
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-SEPT 2021	943.74
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-SEPT 2021	1,815.56
SECRETARY OF STATE	NOTARY RENEWAL BOND-HOLM	30.00
SHAUN MANNING	PER DIEM-TRAINING	178.50
TIMOTHY HRBEK	2021 SETTLEMENT PAYMENT (ANNUALLY THRU	15,528.00
TRAVELERS	LIABILITY CLAIMS	22,153.00
TRI-TECH FORENSICS, INC	EVIDENCE SUPPLIES	156.00
U.S. CELLULAR	MONTHLY SERVICE 2021/09/04-2021/10/08	3,464.06
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - SEPT 2021	13,408.47
WATCHGUARD VIDEO	VISTA BODY CAM	895.00
WESTLAKE ACE HARDWARE	STAPLES, KEYKRAFTER	12.97
		<u>\$ 222,621.35</u>

MINUTE RECORD

CLAIMS FOR OCTOBER 19, 2021

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FIRE & RESCUE

AETNA BETTER HEALTH OF NEBRASKA	AMBULANCE REFUND	153.77
AIRGAS USA, LLC	OXYGEN, RETEST CYLINDER	270.80
AVERY RENTS	PROPANE	19.88
BLUE CROSS BLUE SHIELD OF NEBRASKA	AMBULANCE REFUND	589.72
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	4,700.27
CENTURY LINK	MONTHLY SERVICE 2021/09/22-2021/10/21	95.68
COX BUSINESS SERVICES	MONTHLY SERVICE 2021/08/23-2021/09/22	576.95
DANKO EMERGENCY EQUIPMENT	JAWS OF LIFE FOR TRUCK 31	1,277.05
ED M FELD EQUIPMENT CO	SCBA REPAIR	96.00
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-SEPT 2021	78,078.15
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	214.84
NEBRASKA TOTAL CARE	AMBULANCE REFUND	330.60
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE 2021/07/29-2021/09/27	8,464.64
PATTON EQUIPMENT CO	METAL SHELVING-BEAMS	156.00
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-SEPT 2021	2,268.00
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-SEPT 2021	652.49
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-SEPT 2021	1,032.80
TELEFLEX FUNDING LLC	RESCUE SUPPLIES	3,943.75
THE HOME DEPOT PRO-SUPPLY WORKS	JANITORIAL SUPPLIES	499.78
TRANSNET, LLC	TRANSCRIPTION SERVICE	464.42
TRAVELERS	AUTO LIABILITY CLAIMS	125.95
U.S. CELLULAR	MONTHLY SERVICE 2021/09/04-2021/10/08	1,315.12
UPS STORE	GEAR SHIPMENT FOR REPAIR, PKG MAILING	103.79
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - SEPT 2021	9,278.77
ZOLL MEDICAL CORPORATION	MEDICAL SUPPLIES	2,260.40
		\$ 116,969.62

NON-DEPARTMENTAL/CONTRACTS

CENTURY LINK	MONTHLY SERVICE 2021/08/20-2021/10/21	567.53
COX BUSINESS SERVICES	MONTHLY SERVICE 2021/08/23-2021/09/22	638.37
KISSEL, KOHOUT, ES ASSOCIATES, LLC	LEGISLATIVE SERVICES	9,898.03
LOCKTON COMPANIES, LLC	PROPERTY CASUALTY INS PREMIUMS	270,774.00
METRO AREA TRANSIT	MAT 2021-7 2186 MILES	3,417.00
NE-DEPARTMENT OF REVENUE	2021/09 SALES TAX	33.79
NE-DEPARTMENT OF REVENUE	WASTE REDUCTION-FORM 94 JUL 2020-JUN 2021	25.09
PM AM CORPORATION	ALARM FEES-AUG 2021	2,020.00
SIGNWORKS	REFURBISH LETTERS FOR BELLEVUE SIGN	10,871.00
TASC - TOTAL ADMINISTRATIVE SERVICES	2021/10/1-2021/12/31 TASC FSA ADMIN FEES	1,400.88
		\$ 299,645.69

INFORMATION TECHNOLOGY

SHI INTERNATIONAL CORP	EXTREME NETWORKS POWER SUPPLY	697.78
U.S. CELLULAR	MONTHLY SERVICE 2021/09/04-2021/10/03	40.29
		\$ 738.07

WASTEWATER

CENTURY LINK	MONTHLY SERVICE 2021/09/13-2021/10/21	544.43
COX BUSINESS SERVICES	MONTHLY SERVICE 2021/08/23-2021/09/22	83.39
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-SEPT 2021	13,908.56
HDR ENGINEERING, INC	SARPY CO WASTEWATER EVAL 2021/09/12-	3,096.08
HDR ENGINEERING, INC	SOUTH LIFT STATION PHASE 2 & EVALUATION TO 2021/08/29-2021/09/25	11,651.34
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE 2021/08/10-2021/09/27	4,519.96
RAILROAD MANAGEMENT CO	LICENSE FEES	1,607.71
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-SEPT 2021	332.64
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-SEPT 2021	94.83
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-SEPT 2021	113.24
U.S. CELLULAR	MONTHLY SERVICE 2021/09/04-2021/10/08	842.85
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - SEPT 2021	1,881.45
		\$ 38,676.48

COMMUNITY DEVELOPMENT

BARRETT PLUMBING	RENT ASSISTANCE	274.67
EASTERN NEBRASKA COMMUNITY	ENCAP FOOD PANTRY EXPANSION	14,087.35
MARATHON EQUITY, LLC	MARATHON BUILDING REHAB	11,951.64
		\$ 26,313.66

TOTAL CLAIMS FOR OCTOBER 19, 2021	\$ 1,204,928.81
TOTAL PAYROLL FOR OCTOBER 1, 2021	\$ 1,096,504.61

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

11a.
10/19/2021

COUNCIL MEETING DATE: 09/21/2021		SUBMITTED BY: Police Department		Legal
AGENDA ITEM:		CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>		
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>		

SUBJECT:

An ordinance to amend Article I, Chapter 20 of the Bellevue Municipal Code by adding new sections 20-15 through 20-20 regarding additional offenses and to provide an effective date.

SYNOPSIS/BACKGROUND:

After review of Chapter 19, several code violations made more sense to be included in Chapter 20 for offenses that can be cited by the police and enforceable by the police department given the nature of the violation and enforceability of the same. The corresponding codes in Chapter 19 are subject to repeal by different ordinance.

FISCAL IMPACT: 0 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:

Approve ordinance to amend Article I, Chapter 20 of the Bellevue Municipal Code which adds new sections 20-15 through 20-20 regarding additional offenses.

ATTACHMENTS:

1. Ordinance 4058 2. 3. 4. 5. 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. B. Johnson
[Signature]
[Signature]

ORDINANCE NO. 4058

AN ORDINANCE TO AMEND ARTICLE I, CHAPTER 20, OF THE BELLEVUE MUNICIPAL CODE BY ADDING NEW SECTIONS §20-15 THROUGH §20-20 REGARDING ADDITIONAL OFFENSES AND TO PROVIDE AN EFFECTIVE DATE.

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

Section 1. That Sections §20-15 through §20-20 of Chapter 20, Article I of the Bellevue Municipal Code is hereby added to read as follows:

§20-15 HORNS, SIGNALING DEVICES, DRUMS, RADIOS, PHONOGRAPHS, ETC.

It shall be unlawful to do any of the following:

- (A) Sound any horn, drum or signaling device which creates any unreasonably loud or harsh sound and the sounding of any such device, horn or drum is for any unnecessary and unreasonable period of time. This section shall not apply to:
 - (1) The use of any such signaling device or horn as a danger warning,
 - (2) The use of any such signaling device or horn during the participation of a sporting event or other school function if being used in connection with the operations of the sporting event or school function,
 - (3) The use of any horn, whistle or other device operated by engine exhaust, or
 - (4) The use of any such signaling device when traffic is for any reason held up.
- (B) To use, operate or permit to be played, used or operated any radio receiving set, musical instrument, phonograph or other machine or device for the producing of sound in such manner as to disturb the peace, quiet and comfort of the neighboring inhabitants or at any time with louder volume than is necessary for convenient hearing for the person or persons who are in the room, vicinity, vehicle or chamber in which such machine or device is operated and who are voluntarily listeners thereto.
- (C) To operate any such horn, drum, signaling device, radio, musical instrument, phonograph, or other machine or device between the hours of 11:00 p.m. and 7:00 a.m. in such a manner as to be plainly audible at a distance of 50 feet from the building, structure or vehicle in which it is located shall be prima facie evidence of a violation of this article.
- (D) Waiver.
 - (1) This section shall not apply when:
 - i. The city council finds and declares that it is in the best interests of the general public and welfare that subsection (A), (B) and/or (C) be waived after proper consideration of the facts and circumstances surrounding certain events to be held at public-use facilities,
 - ii. The city council waives the above provisions so as to permit the use, operation, or playing of any such radio receiving set, musical instrument, phonograph, or other machine or device for the production of sound at any fully enclosed, public-use facility during the hour from 11:00 p.m. to 12:00

- a.m. (midnight); upon the application and approval of any eligible organization or individual,
- iii. Application is made by any individual or organization for the use of a city-owned facility and said waiver and application is submitted to the city clerk and after being scheduled to be heard during a regularly scheduled city council meeting, the city council determines whether or not it is in the general public interest to grant the said one-hour waiver.

§20-16 YELLING, SHOUTING, ETC.

It shall be unlawful to yell, shout, hoot, whistle or sing on the public streets, particularly between the hours of 11:00 p.m. and 7:00 a.m., or at any time or place so as to annoy or disturb the quiet comfort or repose of persons in any office, or in any dwelling, hotel or other type of residence or of any persons in the vicinity.

§20-17 EXHAUSTS, BLOWERS, DEFECT IN VEHICLE, LOAD, ETC.

It shall be unlawful to:

- (A) discharge into the open air the exhaust of any steam engine, stationary internal combustion engine, motor boat or motor vehicle except through a muffler or other device which will effectively prevent loud or explosive noises therefrom,
- (B) to use any automobile, motorcycle or vehicle so out of repair, so loaded or in such manner as to create loud and unnecessary grating, grinding, rattling or other noise.
- (C) to operate any noise-creating blower or power fan or any internal combustion engine, the operation of which causes noise due to the explosion of operating gases or fluids, unless the noise from such blower or fan is muffled and such engine is equipped with a muffler device sufficient to deaden such noise.

§20-18 BUILDING CONSTRUCTION, REPAIR

It shall be unlawful to erect (including excavation), demolish, alter, or repair any building other than between the hours of 7:00 a.m. and 6:00 p.m. on week days, except in case of urgent necessity in the interest of public health and safety. If building construction as outlined above occurs outside of the specified hours, it shall only be allowed with a permit from the building inspector, which permit may be granted for a period not to exceed three days or less while the emergency continues and which permit may be renewed for periods of three days or less while the emergency continues. If the building inspector should determine that the public health and safety will not be impaired by the erection, demolition, alteration or repair of any building or the excavation of streets and highways within the hours of 6:00 p.m. and 7:00 a.m., and if he shall further determine that loss or inconvenience would result to any party in interest, he may grant permission for such work to be done within the hours of 6:00 p.m. and 7:00 a.m., upon application being made at the time the

permit for the work is awarded or during the progress of the work. Showing a valid permit is an affirmative defense to a violation under this section.

§20-19 PILE DRIVERS, HAMMERS, ETC.

It shall be unlawful to operate between the hours of 10:00 p.m. and 7:00 a.m. any pile driver, steam shovel, pneumatic hammer, derrick, steam or electric hoist or other appliance, the use of which is attended by loud or unusual noise.

§20-20 OBSTRUCTING DRIVEWAYS, ALLEYS, SIDEWALKS, ETC.

It shall be unlawful to interfere with, obstruct, stop, or stand on any public right-of-way, public or private street, alley, highway, sidewalk, driveway, stream, ditch or drainage:

- (A) In any manner that would interfere with ingress or egress of said public right-of-way, public or private street, alley, highway, sidewalk, driveway, stream, ditch or drainage,
- (B) Within two feet of either side of the opening of a private driveway, public driveway or established alley,
- (C) Within any intersection of a street, highway, roadway or sidewalk area in any manner which interferes with the use thereof by the public.

The restrictions in this section shall not apply to city and welfare departments engaged in the interest of public safety and emergency, obstructions during public events such as parades wherein a street or sidewalk is closed for such event.

Section 2. This Ordinance shall take effect and be in full force fifteen (15) days after passage of the same.

ADOPTED by the Mayor and City Council this ____ day of _____ 2021.

ATTEST:

Mayor, Rusty Hike

City Clerk

APPROVED AS TO FORM:

First Reading: 09/21/2021
 Second Reading: 10/05/2021
 Third Reading: 10/19/2021

City Attorney

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

11b.
10/19/2021

COUNCIL MEETING DATE: 09/21/2021	SUBMITTED BY: Police Department	Legal
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>

SUBJECT:

An ordinance to repeal Article VI, Chapter 19 of the Bellevue Municipal Code regarding noise control and to provide an effective date.

SYNOPSIS/BACKGROUND:

After review of this Article by the legal department and the police department, the sections contained in Article VI, Chapter 19 make more sense as enforceable offenses under Chapter 20 of the City Code rather than in Chapter 19 due to the nature of the code violations and the enforceability of the same. Many of the items repealed herein will be remodeled and contained in Chapter 20.

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 DISTRUBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve ordinance repealing Article VI, Chapter 19 of the Bellevue Municipal Code regarding noise control.

ATTACHMENTS:

1. Ordinance 1059	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. Breyer
[Signature]
[Signature]

ORDINANCE NO. 4059

AN ORDINANCE TO REPEAL ARTICLE VI, CHAPTER 19, OF THE BELLEVUE MUNICIPAL CODE REGARDING NOISE CONTROL AND TO PROVIDE AN EFFECTIVE DATE.

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

Section 1. That Sections 19-70 through 19-82 of Chapter 19 Article VI of the Bellevue Municipal Code which read as follows are hereby repealed and shall be “reserved” for future use.

§ 19-70 PROHIBITED GENERALLY; DECLARATION OF NUISANCE.

Notwithstanding sections 19-2 and 19-3, it shall be unlawful and a public nuisance for any person to make, continue or cause to be made or continued within the city’s zoning jurisdiction, any loud, unnecessary or unusual noise, or any noise which either annoys, disturbs, injures or endangers the comfort, repose, health, peace or safety of others within the limits of the city’s zoning jurisdiction.

§ 19-71 ENUMERATION.

The acts described in this article, among others, are declared to be loud, disturbing and unnecessary noises in violation of this Code, but such enumeration shall not be deemed to be exclusive.

§ 19-72 HORNS, SIGNALING DEVICES.

The following shall be deemed a violation of the provisions of this article:

- (A) The sounding of any horn or signaling device on any automobile, motorcycle, street car or other vehicle on any street or public place, except as a danger warning.
- (B) The creation by means of any such signaling device of any unreasonably loud or harsh sound and the sounding of any such device for any unnecessary and unreasonable period of time.
- (C) The use of any signaling device except one operated by hand or electricity.
- (D) The use of any horn, whistle or other device operated by engine exhaust.
- (E) The use of any such signaling device when traffic is for any reason held up.

§ 19-73 RADIOS, PHONOGRAPHS, ETC.

(A) Prohibitions. The following shall be deemed a violation of the provisions of this article:

- (1) The using, operating or permitting to be played, used or operated any radio receiving set, musical instrument, phonograph or other machine or device for the producing of sound in such manner as to disturb the peace, quiet and comfort of the neighboring inhabitants or at any time with louder volume than is necessary for convenient hearing for the person or persons who are in the room, vehicle or chamber in which such machine or device is operated and who are voluntarily listeners thereto.
- (2) The operation of any such radio, musical instrument, phonograph, or other machine or device between the hours of 11:00 p.m. and 7:00 a.m. in such a manner as to be plainly audible at a distance of 50 feet from the building, structure or vehicle in which it is located shall be prima facie evidence of a violation of this article.

(B) Waiver.

- (1) Provided, however, that the city council hereby finds and declares that it is in the best interests of the general public and welfare that subsection (A) be waived from time to time upon proper consideration of the facts and circumstances surrounding certain events to be held at public-use facilities.
- (2) The city council may waive the above provisions so as to permit the use, operation, or playing of any such radio receiving set, musical instrument, phonograph, or other machine or device for the production of sound at any fully enclosed, public-use facility during the hour from 11:00 p.m. to 12:00 a.m. (midnight); upon the application of any eligible organization or individual.
- (3) At such time as any individual or organization makes application for the use of a city-owned facility, the application shall specify whether such waiver is requested. As to any other public use facility, the application for a waiver may be made to the city clerk. At the next occurring regularly scheduled city council meeting, the city council shall consider the application and the relevant surrounding facts and circumstances and shall determine whether or not it is in the general public interest to grant the said one-hour waiver.
- (4) The relevant surrounding facts and circumstances upon which such determination shall be based shall include (but not be limited to) the following items:
 - a) If an organization, the nature and purpose of the organization;
 - b) The purpose of the function for which the waiver is requested; and
 - c) The prior experience of the city in its contacts and dealings with the requesting individual or organization.

§ 19-74 RESERVED.

§ 19-75 YELLING, SHOUTING, ETC.

Yelling, shouting, hooting, whistling or singing on the public streets, particularly between the hours of 11:00 p.m. and 7:00 a.m., or at any time or place so as to annoy or disturb the quiet comfort or repose of persons in any office, or in any dwelling, hotel or other type of residence or of any persons in the vicinity shall be deemed a violation of the provisions of this article.

§ 19-76 ANIMALS, BIRDS, ETC.

The keeping of any animal or bird, which, by causing frequent or long continued noise, shall disturb the comfort and repose of any person in the vicinity shall be deemed to be a violation of the provisions of this article.

(Ord. 3193, § 1, passed 2-25-2002; Ord. 3387, § 1(19-76), passed 10-24-2005)

§ 19-77 EXHAUSTS.

The discharge into the open air of the exhaust of any steam engine, stationary internal combustion engine, motor boat or motor vehicle except through a muffler or other device which will effectively prevent loud or explosive noises therefrom shall be deemed a violation of the provisions of this article.

§ 19-78 DEFECT IN VEHICLE, LOAD.

The use of any automobile, motorcycle or vehicle so out of repair, so loaded or in such manner as to create loud and unnecessary grating, grinding, rattling or other noise shall be a violation of the provisions of this article.

§ 19-79 BUILDING CONSTRUCTION, REPAIR.

The erection (including excavating), demolition, alteration or repair of any building other than between the hours of 7:00 a.m. and 6:00 p.m. on week days, except in case of urgent necessity in the interest of public health and safety, shall be deemed a violation of the provisions of this article. Such construction or repair shall be allowed only with a permit from the building inspector, which permit may be granted for a period not to exceed three days or less while the emergency continues and which permit may be renewed for periods of three days or less while the emergency continues. If the building inspector should determine that the public health and safety will not be impaired by the erection, demolition, alteration or repair of any building or the excavation of streets and highways within the hours of 6:00 p.m. and 7:00 a.m., and if he shall further determine that loss or inconvenience would result to any party in interest, he may grant permission for such work to be done within the hours of 6:00 p.m. and 7:00 a.m., upon application being made at the time the permit for the work is awarded or during the progress of the work.

§ 19-80 DRUMS.

The use of any drum or other instrument or device for the purpose of attracting attention by creation of noise to any performance, show or sale shall be deemed a violation of the provisions of this article.

§ 19-81 PILE DRIVERS, HAMMERS, ETC.

The operation between the hours of 10:00 p.m. and 7:00 a.m. of any pile driver, steam shovel, pneumatic hammer, derrick, steam or electric hoist or other appliance, the use of which is attended by loud or unusual noise shall be deemed a violation of the provisions of this article.

§ 19-82 BLOWERS.

The operation of any noise-creating blower or power fan or any internal combustion engine, the operation of which causes noise due to the explosion of operating gases or fluids, unless the noise from such blower or fan is muffled and such engine is equipped with a muffler device sufficient to deaden such noise, shall be deemed a violation of the provisions of this article.

Section 2. This Ordinance shall take effect and be in full force fifteen (15) days after passage of the same.

ADOPTED by the Mayor and City Council this ____ day of _____ 2021.

ATTEST:

Mayor, Rusty Hike

City Clerk

APPROVED AS TO FORM:

First Reading: 09/21/2021
Second Reading: 10/05/2021
Third Reading: 10/19/2021

City Attorney

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

11c.
10/19/2021

COUNCIL MEETING DATE: 09/21/2021	SUBMITTED BY: Mike Christensen	Permits and Inspections
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:

amendments to the plumbing license ordinance

SYNOPSIS/BACKGROUND:

Bring the plumbing license ordinance in line with other trade licenses in our ordinances, by allowing the Building Official to accept a passed examination/test equivalent to that required by this division, along with the applicant's currently in effect issued license to such applicant from a competent jurisdiction outside the jurisdiction of this city. In addition, when an applicant for a plumbing license has failed to pass the examination based on the minimum acceptable score, the applicant may apply to the Permits and Inspections Department for re-examination any time, rather than have to wait for the expiration of three calendar months.

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:

ATTACHMENTS:

1. amended ordinance 11040 2. 3.



4. 5. 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

ORDINANCE NO. 4060

AN ORDINANCE TO AMEND ARTICLE II, CHAPTER 27, OF THE BELLEVUE MUNICIPAL CODE BY AMENDING SECTION 27-27, SECTION 27-28, AND SECTION 27-34 REGARDING APPLICATION FOR PLUMBING LICENSES AND EXAMINATION REQUIREMENTS AND TO PROVIDE AN EFFECTIVE DATE.

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

Section 1. That Section 27-27 of Chapter 27, Article II of the Bellevue Municipal Code is hereby amended to read as follows:

Section §27-27 APPLICATION

(A) Each applicant for a license required by the preceding section shall make application to the Permits and Inspections Department on blank forms prepared and furnished by such department and indicating thereon whether the application is for a master plumber or a journeyman plumber license.

(B) Examination. Application for Plumbing examinations will be administered by an authorized testing agency, the applications for said examination shall be provided by the Permits and Inspections Department, and the applicant must provide proof of the following:

(1) A journeyman plumber must have a minimum of three years' practical work experience as an apprentice and pass the journeyman test with a minimum grade of 70 percent. An apprentice is a person other than a licensee who is engaged in the learning of the plumbing trade through practical work experience under a licensed master plumbing contractor. A plumbing apprentice shall be employed full-time under the supervision and guidance of a master plumbing contractor and shall be exempt from examination during the period and time said license is in effect. Plumbing apprentice licenses are established to provide individuals with the ability to pursue time and grade criteria for future licensing. Formal education accrued from an approved educational institution may be submitted for consideration by the building official towards the practical work experience requirement for the journeyman license.

(2) A master plumber (contractor) must have a minimum of three years practical work experience as an apprentice, or the equivalent in formal education approved by the building official, and a minimum of three years practical work experience as a licensed journeyman and pass the written test with a minimum grade of 70 percent.

Section 2. That Section 27-28 of Chapter 27, Article II of the Bellevue Municipal Code is hereby amended to read as follows:

Section §27-28 EXAMINATION – REQUIRED

(A) Each applicant for a license required by this division of the Code shall appear before the Permits and Inspections Department, voluntarily or upon notice from the Permits and Inspections Department, and submit to examination and testing of his/her education and competency, as may be required by such department.

(B) In lieu of the examination and testing of education referenced in (A) above, an applicant for a license under the provisions of this section may submit to the Permits and Inspections Department evidence, satisfactory to the building official, of having passed an examination and test equivalent to that required by this division, together with his/her license currently in effect issued to such applicant from a competent jurisdiction outside the jurisdiction of this city. If the building official finds that by virtue of such evidence and the license that the applicant has successfully passed an examination and testing of his/her education equivalent to that required by this division and also that the applicant then meets the other requisites of this division, the building official may accept such findings as an acceptable standard and issue to the applicant a license without submitting the applicant to further examination and testing.

Section 3. That Section 27-34 of Chapter 27, Article II of the Bellevue Municipal Code is hereby amended to read as follows:

Section § 27-34 RE-EXAMINATION AFTER FAILURE.

When an applicant for a plumbing license has failed to pass the examination based on the minimum acceptable score, the applicant may apply to the Permits and Inspections Department for re-examination any time.

Section 4. This Ordinance shall take effect and be in full force after passage of the same.

ADOPTED by the Mayor and City Council this ____ day of _____ 2021.

ATTEST:

Mayor, Rusty Hike

City Clerk

APPROVED AS TO FORM:

First Reading: 09/21/2021
Second Reading: 10/05/2021
Third Reading: 10/19/2021

City Attorney

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

12a.
10/19/2021

COUNCIL MEETING DATE: 10/19/2021		SUBMITTED BY: Tammi Palm	TITLE: 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:

Request to rezone Lots 1 and 2, Kunes Addition Replat One, being a replat of Lot 1, Kunes Addition, from RA to RE for the purpose of single family residential development; small subdivision plat Lots 1 and 2, Kunes Addition Replat One; and waiver of Section 6-7 (7), Subdivision Regulations. Applicant: Alice Kunes. General Location: 10507 Cedar Island Road.

SYNOPSIS/BACKGROUND:

Alice Kunes has submitted a request to rezone and small subdivision plat Lots 1 and 2, Kunes Replat One from RA to RE for the purpose of single family residential acreage development. The site is approximately 6.8 acres in size. The minimum lot size in the RE zone is 1 acre and each of the proposed lots meets this requirement. The applicant desires to create a single family residential lot for a family member. The permitted uses of the RE District allow for a single family residence as well as farming operations. The applicant is also requesting a waiver of Section 6-7 (7), Subdivision Regulations that deal with excessive depth in relation to width of lots over three (3) to one (1). Staff has no objections to this request.

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: YES

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 application.

ATTACHMENTS:

1. Planning Commission Recommendation Sheet	2. Staff Report	3. Rezoning Ordinance 4061
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. Breda

Tammi Palm

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: Alice Kunes
CASE #'s: Z-2108-12, S-2108-22
CITY COUNCIL HEARING DATE: October 19, 2021

REQUEST: to rezone Lots 1 and 2, Kunes Addition Replat One, being a replat of Lot 1, Kunes Addition, from RA to RE for the purpose of single family residential development; small subdivision plat Lots 1 and 2, Kunes Addition Replat One; and wavier of Section 6-7 (7), Subdivision Regulations

On September 23, 2021, the City of Bellevue Planning Commission voted seven yes, zero no, two absent and zero abstained:

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

VOTE:

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

Planning Commission Hearing (s) was held on: September 23, 2021

CITY OF BELLEVUE PLANNING DEPARTMENT

RECOMMENDATION REPORT # 2

CASE NUMBERS: Z-21-08-12
S-2108-22

FOR HEARING OF:
REPORT #1: September 23, 2021
REPORT #2: October 19, 2021

I. GENERAL INFORMATION

A. APPLICANT:

Alice Kunes
10507 Cedar Island Road
Bellevue, NE 68123

B. PROPERTY OWNER:

Alice Kunes
10507 Cedar Island Road
Bellevue, NE 68123

C. GENERAL LOCATION:

10507 Cedar Island Road

D. LEGAL DESCRIPTION:

Lots 1 and 2, Kunes Addition Replat One, being a replat of Lot 1, Kunes Addition

E. REQUESTED ACTIONS:

1. Rezone Lots 1 and 2, Kunes Addition Replat One, from RA to RE.
2. Small Subdivision plat Lots 1 and 2, Kunes Addition Replat One.
3. Waiver of Section 6-7 (7), Subdivision Regulations.

F. EXISTING ZONING AND LAND USE:

RA, Single Family Residential/Agricultural

G. PURPOSE OF REQUEST:

The purpose of this request is to obtain approval of a change of zone and small subdivision plat to create an additional single family residential acreage lot.

H. SIZE OF SITE:

The site is approximately 6.8 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

Proposed Lot 2 is developed with a single-family residence built in 1980.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

1. **North:** Vacant/Agricultural, AG
2. **East:** Single Family Residential, RS-72
3. **South:** Single Family Residential, RA
4. **West:** Single Family Residential, AG

C. REVELANT CASE HISTORY:

1. On August 23, 2012, the Planning Commission recommended Approval of a request to rezone Lots 1 and 2, Kunes Addition, being a platting of Tax Lot 15A, located in the Northeast ¼ of Section 28, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, from AG to RA; small subdivision plat Lots 1 and 2, Kunes Addition; and waiver of Section 6-7 (7), Subdivision Regulations. On October 8, 2012, the City Council approved the aforementioned request.
2. On September 23, 2021, the Planning Commission recommended Approval of a request to rezone Lots 1 and 2, Kunes Addition Repat One, being a replat of Lot 1, Kunes Addition; small subdivision plat Lot Lots 1 and 2, Kunes Addition Repat One; and waiver of Section 6-7 (7), Subdivision Regulations. This request was approved on consent.

D. APPLICABLE REGULATIONS:

1. Section 5.07, Zoning Ordinance, regarding RE uses and requirements.

2. Chapter 5, Subdivision Regulations, regarding small subdivisions.
3. Chapter 8, Subdivision Regulations, regarding hardship and waivers.

III. ANALYSIS

A. COMPREHENSIVE PLAN:

The Future Land Use Map of the Comprehensive Plan designates this property 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. The property has access from Cedar Island Road.

D. UTILITIES:

This property is not served by public water. All other utilities are available.

E. ANALYSIS:

1. Alice Kunes has submitted a request to small subdivision plat Lots 1 and 2, Kunes Addition Replat One. In conjunction with the plat, the applicant is requesting a change of zone from RA to RE.

2. The Residential Estates (RE) District is intended for the purpose of allowing low density residential uses on larger parcels of land that are compatible with adjacent urban growth.

The minimum lot size in the RE zone is 1 acre. Each of the proposed lots meets this requirement.

3. There is an existing single family residence and garage on proposed Lot 2. This land is also being used agriculturally. A family member intends to build a single family residence on proposed Lot 1.

The permitted uses of the RE District allow for a single family residence as well as farming operations.

4. In conjunction with the plat, the applicant is requesting a waiver of Section 6-7 (7), Subdivision Regulations. This regulation deals with excessive depth in relation to width of lots over three (3) to one (1). Staff has no objections to this request.

5. 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, Sarpy County Planning Director, Sarpy County Public Works Department, the Bellevue 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 plat. The applicant's engineer has satisfied this request.

No other comments were received on this case.

6. This property lies outside of the Air Installation Compatible Use Zone (AICUZ).

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

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

VI. ATTACHMENTS TO REPORT

1. Zoning Map
2. 2020 GIS aerial photo of the property
3. Small Subdivision plat received September 8, 2021

VII. COPIES OF REPORT TO:

1. Alice Kunes
2. Jim Warner, TD2
3. Public Upon Request

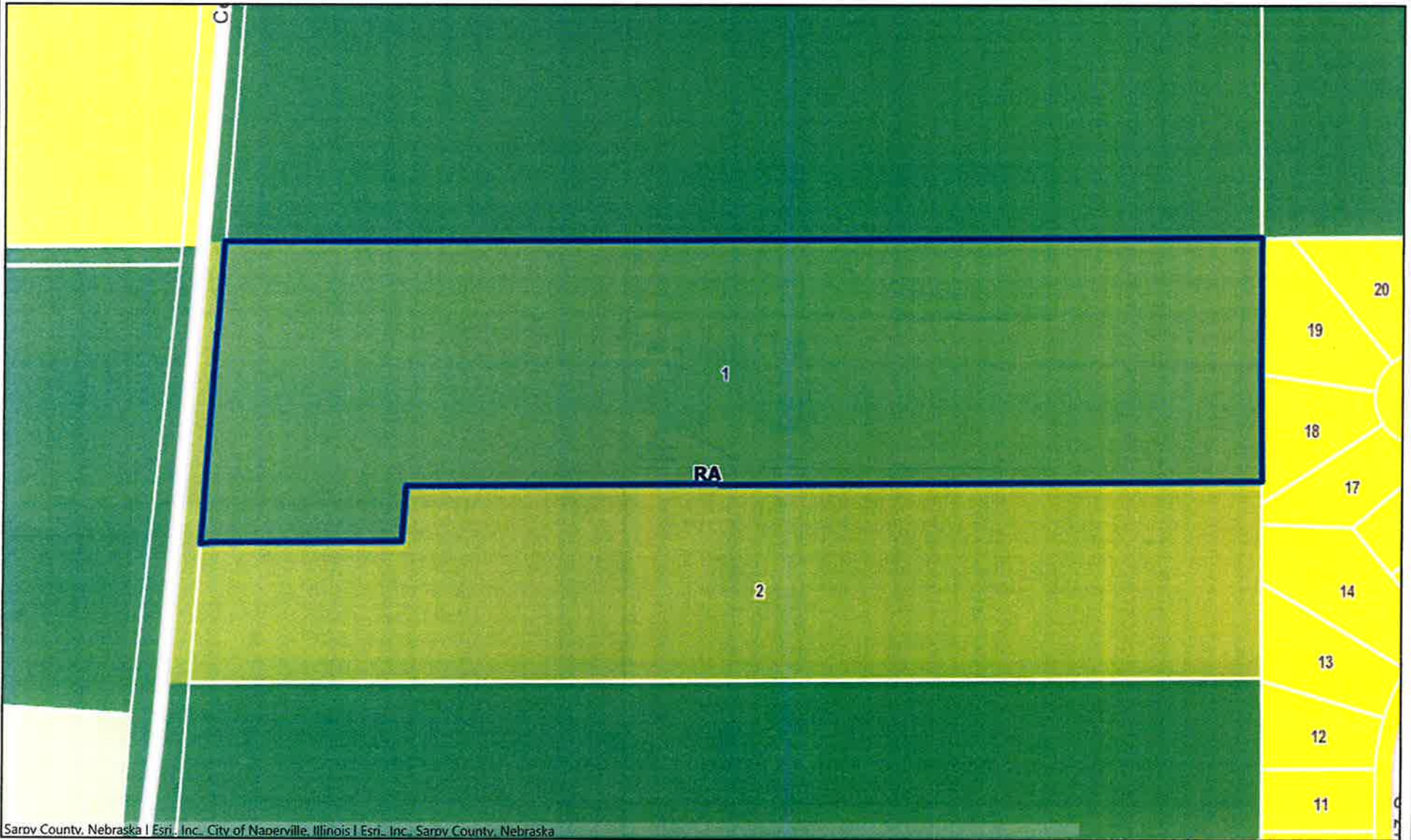
Angelica A. Perry 9/27/21
Assistant Planning Manager Date of Report

Summi S. Palm 09/27/21
Planning Manager Date of Report



SARPY COUNTY
NEBRASKA

10507 Cedar Island Road

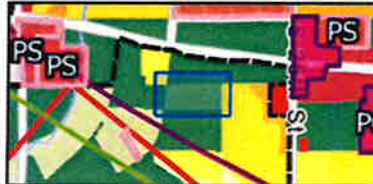


Sarpy County, Nebraska | Esri, Inc., City of Naperville, Illinois | Esri, Inc., Sarpy County, Nebraska



Map Scale 1: 2257

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.

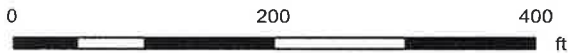


Notes





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



Map Scale 1: 2257

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



SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT A BOUNDARY SURVEY OF THE SUBDIVISION DESCRIBED HEREIN WAS MADE UNDER MY DIRECT PERSONAL SUPERVISION AND THAT PERMANENT MARKERS WERE FOUND AT ALL CORNERS OF SAID BOUNDARY AND THAT PERMANENT MARKERS WILL BE SET AT ALL LOT CORNERS WITHIN SAID SUBDIVISION TO BE KNOWN AS KUNES ADDITION REPLAT ONE, LOTS 1 AND 2, BEING A REPLATTING OF LOT 1, KUNES ADDITION, A SUBDIVISION IN SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS, BEGINNING AT THE NW CORNER OF SAID LOT 1:
 THENCE N89°38'04"E (ASSUMED BEARING) 1086.15 FEET ON THE NORTH LINE OF SAID LOT 1 TO THE NE CORNER THEREOF;
 THENCE S00°24'37"E 257.91 FEET ON THE EAST LINE OF SAID LOT 1 TO THE SE CORNER THEREOF;
 THENCE S89°33'44"W 896.57 FEET ON THE SOUTH LINE OF SAID LOT 1;
 THENCE S04°21'20"W 60.00 FEET ON THE SOUTH LINE OF SAID LOT 1;
 THENCE S89°32'04"W 210.78 FEET THE SOUTH LINE OF SAID LOT 1 TO THE SW CORNER THEREOF;
 THENCE N04°18'50"E 320.25 FEET ON THE WEST LINE OF SAID LOT 1 TO THE POINT OF BEGINNING.



JAMES D. WARNER
NEBRASKA RLS #308

CONTAINING 6.801 ACRES MORE OR LESS

JULY 8, 2021
DATE:

SARPY 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 WITHIN THIS PLAT AS SHOWN ON THE RECORDS OF THIS OFFICE THIS _____ DAY OF _____, 2021.



SARPY COUNTY TREASURER

APPROVAL OF BELLEVUE PLANNING COMMISSION

THIS PLAT OF KUNES ADDITION REPLAT ONE WAS APPROVED BY THE BELLEVUE PLANNING COMMISSION ON THIS _____ DAY OF _____, 2021. THIS PLAT BECOMES NULL AND VOID IF NOT RECORDED WITHIN 90 DAYS OF THE ABOVE DATE.

BELLEVUE PLANNING COMMISSIONER

KUNES ADDITION REPLAT ONE

LOTS 1 AND 2

BEING A REPLATTING OF LOT 1, KUNES ADDITION, IN THE SW 1/4 OF THE NE 1/4 OF SECTION 28, T14N, R13E OF THE 6th P.M. SAID SARPY COUNTY, NEBRASKA

DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT, DAVID E. KUNES FAMILY TRUST, BEING THE OWNERS, OF THE LAND DESCRIBED WITHIN THE SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO LOTS TO BE NUMBERED AS SHOWN, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS KUNES ADDITION REPLAT ONE, AND WE DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT AND WE HEREBY GRANT A PERPETUAL EASEMENT TO THE OMAHA PUBLIC POWER DISTRICT, LUMEN AND ANY COMPANY WHICH HAS BEEN GRANTED A FRANCHISE TO PROVIDE A CABLE TELEVISION SYSTEM IN THE AREA TO BE SUBDIVIDED, THEIR SUCCESSORS AND ASSIGNS, TO ERECT, OPERATE, MAINTAIN, REPAIR, AND RENEW POLES, WIRES, CROSSARMS, DOWN GUYS AND ANCHORS, CABLES, CONDUITS AND OTHER RELATED FACILITIES AND TO EXTEND THEREON WIRES OR CABLES FOR THE CARRYING AND TRANSMISSION OF ELECTRIC CURRENT FOR LIGHT, HEAT, AND POWER FOR THE TRANSMISSION OF SIGNALS AND SOUNDS OF ALL KINDS AND THE RECEPTION THEREOF, INCLUDING SIGNALS PROVIDED BY A CABLE TELEVISION SYSTEM AND THEIR RECEPTION, ON, OVER, THROUGH, UNDER AND ACROSS A 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 LOT LINES OF ALL EXTERIOR LOTS. THE TERM EXTERIOR LOT IS HEREIN DEFINED AS THOSE LOTS FORMING THE OUTER PERIMETER OF THE ABOVE- DESCRIBED SUBDIVISION. SAID SIXTEEN (16') FOOT WIDE EASEMENT WILL BE REDUCED TO AN EIGHT (8') FOOT WIDE STRIP OF LAND WHEN THE ADJACENT LAND IS SURVEYED, PLATTED AND RECORDED IF SAID SIXTEEN (16') FOOT EASEMENT IS NOT OCCUPIED BY UTILITY FACILITIES AND IF REQUESTED BY THE OWNER.

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DAVID E. KUNES FAMILY TRUST

BY: _____
ALICE KUNES, TRUSTEE

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)
COUNTY OF SARPY)

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2021 BY ALICE E. KUNES, TRUSTEE OF DAVID E. KUNES FAMILY TRUST, ON BEHALF OF SAID TRUST.

NOTARY PUBLIC

RECEIVED

SEP 08 2021

PLANNING DEPT.

APPROVAL OF BELLEVUE CITY COUNCIL

THIS PLAT OF KUNES ADDITION REPLAT ONE WAS APPROVED BY THE BELLEVUE CITY COUNCIL ON THIS _____ DAY OF _____, 2021.

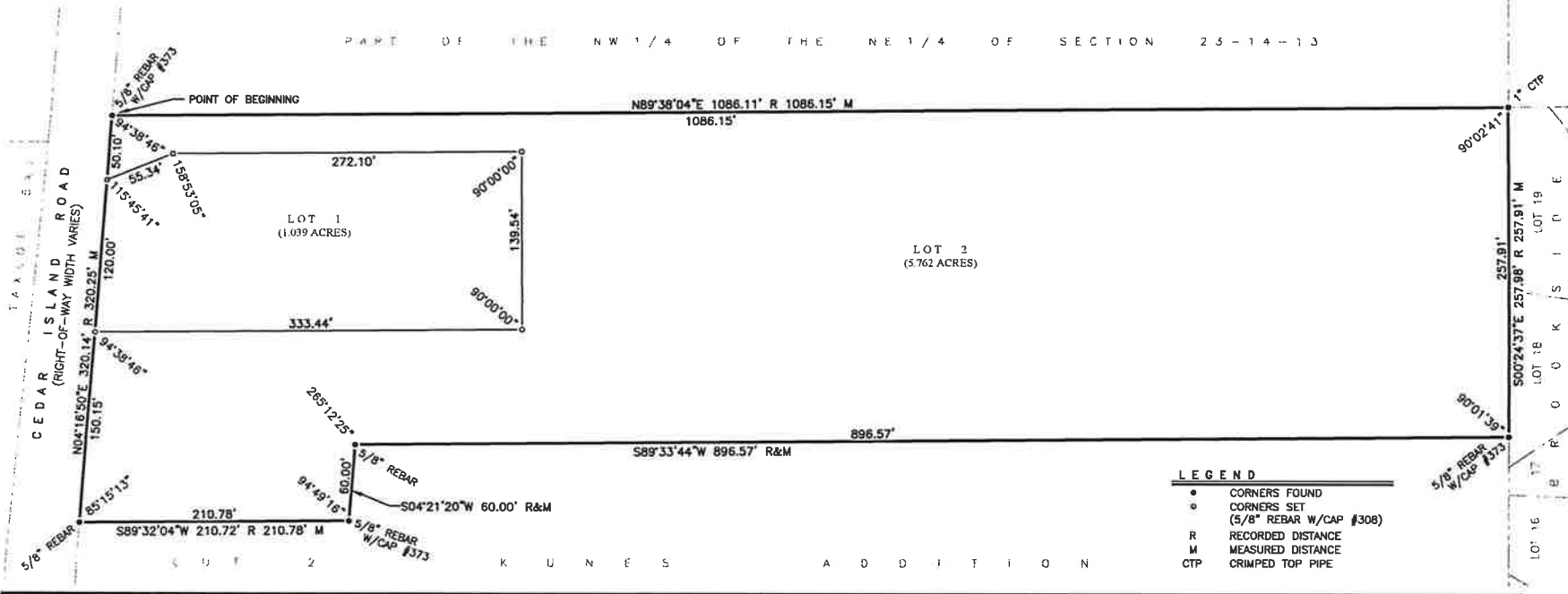
RUSTY HIKE, MAYOR

SUSAN KLUTHE, CITY CLERK

REVIEW BY SARPY COUNTY PUBLIC WORKS

THIS PLAT OF KUNES ADDITION REPLAT ONE WAS REVIEWED BY THE SARPY COUNTY SURVEYORS OFFICE THIS _____ DAY OF _____, 2021.

SARPY COUNTY SURVEYOR/ENGINEER



LEGEND

- CORNERS FOUND
- CORNERS SET (5/8" REBAR W/CAP #308)
- R RECORDED DISTANCE
- M MEASURED DISTANCE
- CTP CRIMPED TOP PIPE

TD2
engineering & surveying

Thompson, Drossen & Dornier, Inc.
10836 Old Mill Rd
Omaha, NE 68154
p.402.330.8860 f.402.330.5868
td2co.com

KUNES ADDITION REPLAT ONE
LOTS 1 AND 2

Revision Dates

No.	Description	MM-DD-YY

Job No.: A1438-21-8A
Drawn By: RJR
Reviewed By: JDW
Date: JULY 8, 2021
Book: 21/18
Pages: 58&59

Sheet Title
CITY OF BELLEVUE
SMALL SUBDIVISION

Sheet Number
SHEET 1 OF 1

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT A BOUNDARY SURVEY OF THE SUBDIVISION DESCRIBED HEREIN WAS MADE UNDER MY DIRECT PERSONAL SUPERVISION AND THAT PERMANENT MARKERS WERE FOUND AT ALL CORNERS OF SAID BOUNDARY AND THAT PERMANENT MARKERS WILL BE SET AT ALL LOT CORNERS WITHIN SAID SUBDIVISION TO BE KNOWN AS KUNES ADDITION REPLAT ONE, LOTS 1 AND 2, BEING A REPLATTING OF LOT 1, KUNES ADDITION, A SUBDIVISION IN SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS, BEGINNING AT THE NW CORNER OF SAID LOT 1:
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CONTAINING 6.801 ACRES MORE OR LESS
 JULY 8, 2021
 DATE: _____

JAMES D WARNER
 NEBRASKA RLS #308

SARPY 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 WITHIN THIS PLAT AS SHOWN ON THE RECORDS OF THIS OFFICE THIS _____ DAY OF _____, 2021.



SARPY COUNTY TREASURER _____

APPROVAL OF BELLEVUE PLANNING COMMISSION
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BELLEVUE PLANNING COMMISSIONER _____

KUNES ADDITION REPLAT ONE

LOTS 1 AND 2

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DAVID E. KUNES FAMILY TRUST
 BY: _____
 ALICE KUNES, TRUSTEE

ACKNOWLEDGEMENT OF NOTARY
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 COUNTY OF SARPY)

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NOTARY PUBLIC _____

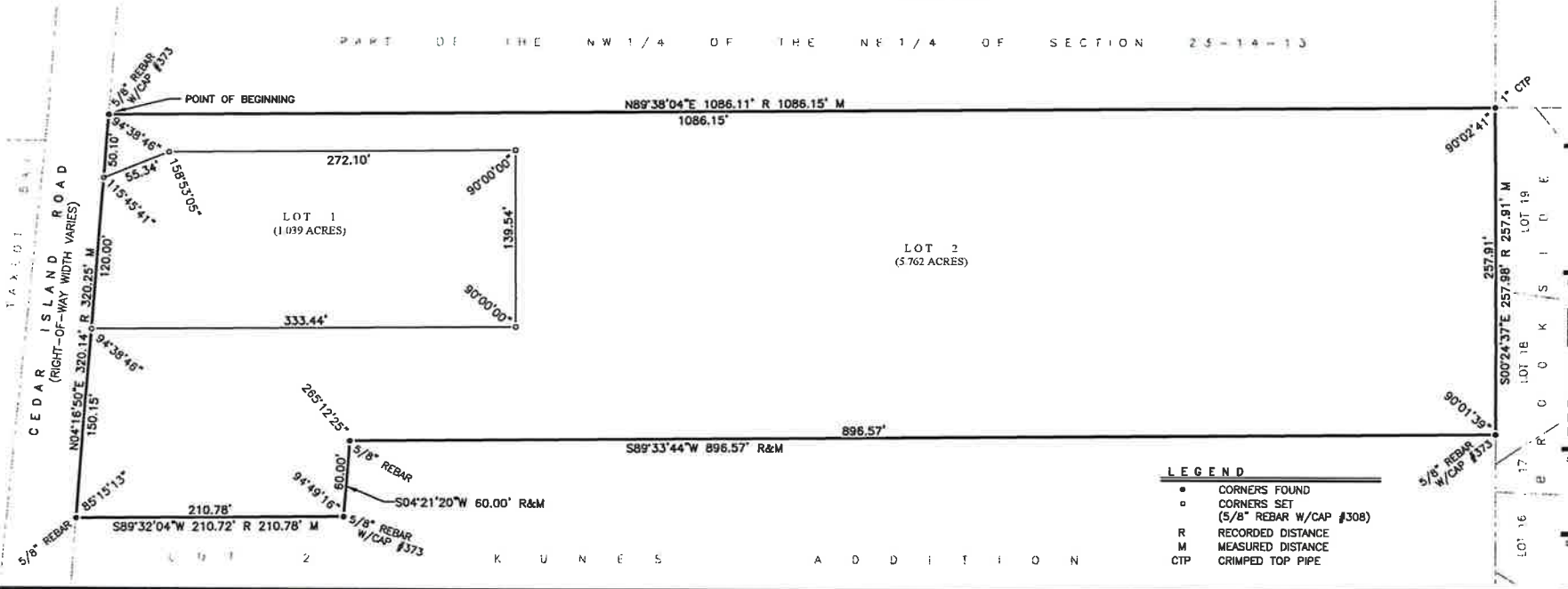
RECEIVED
 SEP 08 2021
 PLANNING DEPT.

APPROVAL OF BELLEVUE CITY COUNCIL
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RUSTY HIKE, MAYOR _____ SUSAN KLUTHE, CITY CLERK _____

REVIEW BY SARPY COUNTY PUBLIC WORKS
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SARPY COUNTY SURVEYOR/ENGINEER _____



LEGEND

- CORNERS FOUND
- ◻ CORNERS SET (5/8" REBAR W/CAP #308)
- R RECORDED DISTANCE
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- CTP CRIMPED TOP PIPE



KUNES ADDITION REPLAT ONE
 LOTS 1 AND 2

2

7 30 60

Revision Dates

No.	Description	MM-DD-YY

Job No.: A1438-21-8A
 Drawn By: RJR
 Reviewed By: JDW
 Date: JULY 8, 2021
 Book: 21/18
 Pages: 58&59

Sheet Title
 CITY OF BELLEVUE
 SMALL SUBDIVISION

Sheet Number
 SHEET 1 OF 1

ORDINANCE NO. _____

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 10507 CEDAR ISLAND ROAD, MORE PARTICULARLY DESCRIBED IN SECTION 1 OF THE ORDINANCE AND TO PROVIDE AN EFFECTIVE DATE.

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

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

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

Lots 1 and 2, Kunes Addition Replat One, being a replat of Lot 1, Kunes Addition, located in the Northeast ¼ of Section 28, T14N, R13E of the 6th P.M., Sarpy County, Nebraska

From RA (Residential Agricultural District) to RE (Residential Estates)

(Alice Kunes)

Section 2. This ordinance shall not take effect until such time as the small subdivision plat of Kunes Addition Replat One is filed with the Sarpy County Register of Deeds in accordance with Section 5-10 of the City of Bellevue Subdivision Regulations.

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

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

ADOPTED by the Mayor and City Council this _____ day of _____, 2021.

APPROVED AS TO FORM:

City Attorney

ATTEST

City Clerk

Mayor

First Reading: 10/5/2021
Second Reading: 10/19/2021
Third Reading: _____

SURVEYOR'S CERTIFICATE

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TREASURER'S SEAL

 SARPY COUNTY TREASURER

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 BELLEVUE PLANNING COMMISSIONER

KUNES ADDITION REPLAT ONE

LOTS 1 AND 2

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DAVID E. KUNES FAMILY TRUST
 BY: _____
 ALICE KUNES, TRUSTEE

ACKNOWLEDGEMENT OF NOTARY
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NOTARY PUBLIC

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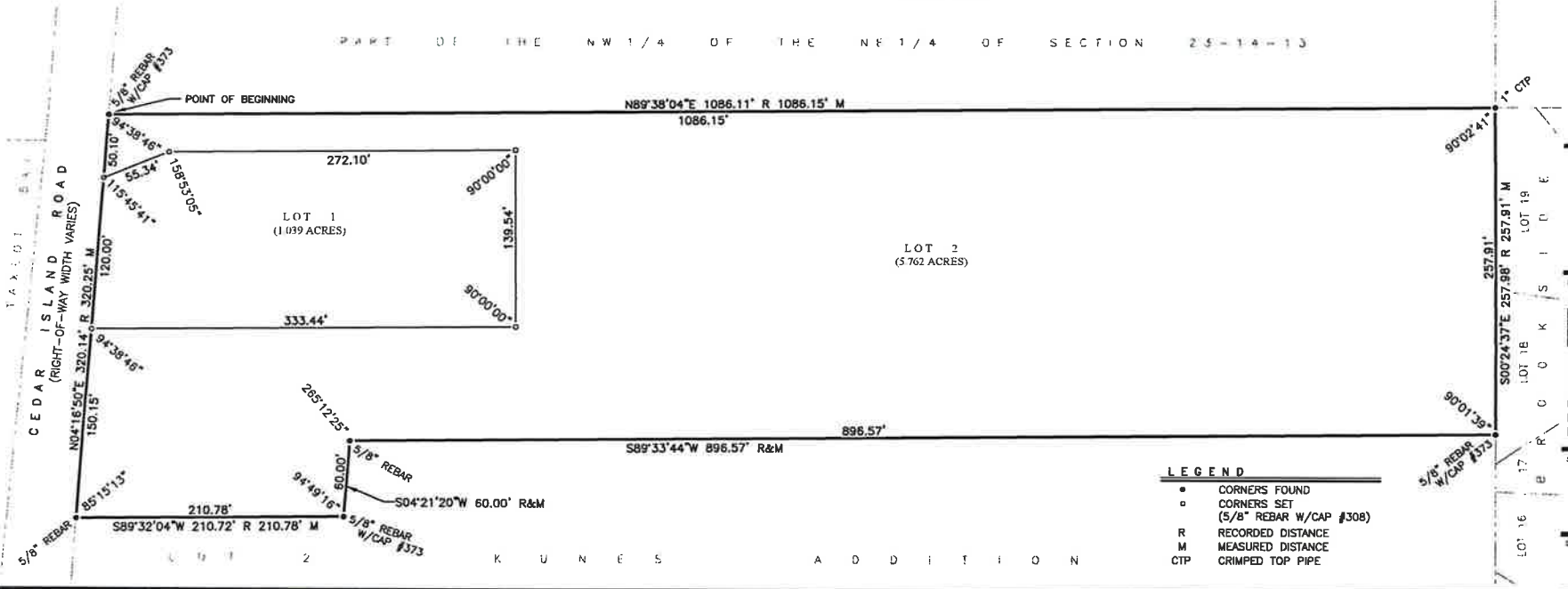
APPROVAL OF BELLEVUE CITY COUNCIL
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RUSTY HIKE, MAYOR
 SUSAN KLUTHE, CITY CLERK

REVIEW BY SARPY COUNTY PUBLIC WORKS

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SARPY COUNTY SURVEYOR/ENGINEER



LEGEND

- CORNERS FOUND
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KUNES ADDITION REPLAT ONE
 LOTS 1 AND 2

North Arrow
 Scale: 0 30 60
 Revision Dates

No.	Description	MM-DD-YY

 Job No.: A1438-21-8A
 Drawn By: RJR
 Reviewed By: JDW
 Date: JULY 8, 2021
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 Sheet Title
 CITY OF BELLEVUE
 SMALL SUBDIVISION
 Sheet Number
 SHEET 1 OF 1

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

14a.
10/19/2021

COUNCIL MEETING DATE: 10/19/2021		SUBMITTED BY: City Clerk	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input checked="" type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Approval of the Annual Veteran's Parade

SYNOPSIS/BACKGROUND:

The Greater Bellevue Area Chamber of Commerce / Bellevue Economic Enhancement Foundation is applying for an Event License for the annual Nebraska's Official Veteran's Parade to be held on Saturday, November 6, 2021 from 7:00 a.m. to 12:00 p.m. The parade will utilize Mission Avenue to Franklin Street ending at Washington Park.

FISCAL IMPACT?: \$ 50.00 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: N/A CONTRACT END DATE: N/A

PROJECT NAME: N/A

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

CIP PROJECT NAME: N/A CIP PROJECT NAME: N/A

STREET DISTRICT NAME (S): N/A STREET DISTRICT NUMBER (S): N/A

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approval of the Event Application for the Great Bellevue Area Chamber of Commerce / Bellevue Economic Enhancement Foundation for Nebraska's Official Veteran's Parade on Saturday, November 6, 2021 utilizing Mission Avenue to Franklin Street, ending at Washington Park from 7:00 a.m. to 12:00 p.m.

ATTACHMENTS:

1. Event Application	2. Comments from Police, Parks, and Streets	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

[Handwritten signatures in blue ink]



CITY OF BELLEVUE

APPLICATION FOR EVENT LICENSE

The undersigned hereby makes application to conduct or operate a carnival, show, temporary amusement park, or music concert in the City of Bellevue, Nebraska, under the provisions of City Code Sections 5-36 and 5-37, and hereby submits the following facts in support thereof:

Date: September 30, 2021

APPLICANT (Name/Address/Phone #): Greater Bellevue Area Chamber of Commerce, Attn: Michelle Y. Andahl, 1036 Bruin Blvd, Suite 119, Bellevue, NE 68005, 402-281-4997

CORPORATION (Name/Address): Bellevue Economic Enhancement Foundation and Greater Bellevue Area Chamber of Commerce

CORPORATION OFFICERS: Tom Deall: Chair, Amanda Glazebrook: Immediate Past Chair, Cara Kirsch: Vice President, Shelly Spencer: Secretary, Todd Aerni, Hillcrest Health Systems: executive board

PROPOSED ACTIVITY: Nebraska's Official Veteran's Parade

DAY/DATE OF PROPOSED ACTIVITY: Saturday, November 6th, 2021

LOCATION OF PROPOSED ACTIVITY: Mission Avenue to Franklin Street ending at Washington Park

HOURS OF OPERATION: 7:00 a.m. to 12:00 noon

WHAT PROVISIONS, IF APPLICABLE, HAVE BEEN MADE FOR THE FOLLOWING:

- 1. Sanitary Facilities: Porta Potties at Mission and Burt Murphy and Washington Park
- 2. Running Water: None needed
- 3. Power: None Needed
- 4. Parking: Side streets north and south of Mission Avenue
- 5. Insurance: _____

I guarantee to the City of Bellevue that the premises will be cleaned and inspected following the above listed event on the day(s) indicated and, after inspection by the City, we will meet any additional responsible requests of the City of Bellevue as to the cleaning of the premises.

Signature of Applicant: *Michelle Y. Andahl*

FOR CITY OFFICE USE ONLY:

Notice of Hearing published in a legal newspaper on _____, _____.

City Council hearing date: _____

License Fee of \$50 paid on: _____ Receipt #: _____

NOTE: Police Dept./Parks Dept./Street Dept. make recommendations on reverse side.

Police Department Recommendations: _____

Parks Department Recommendations: _____

Street Department Recommendations: _____

Susan Kluthe

From: Bobby Riggs
Sent: Tuesday, October 5, 2021 1:50 PM
To: Susan Kluthe
Subject: RE: Veteran's Parade Event Application



CITY OF BELLEVUE EVENT LICENSE REVIEW FORM

City of Bellevue
City Clerk
1500 Wall Street
Bellevue, NE 68005
(402) 293-3007

Police Department
 Asst. Chief Stukenholtz
 Sgt. Larry Lampman

Parks Department
 Jim Shada
 Mark Blackburn

Streets Department
 Bobby Riggs

Public Works Department
 Doug Clark

FROM: Susan Kluthe

DATE: October 5, 2021

SUBJECT: Request for an Event License Application for Greater Bellevue Area Chamber of Commerce on Saturday November 6, 2021 from Mission Avenue to Franklin Street ending at Washington Park, from 7:00 a.m. 12:00 p.m., for annual Nebraska's Official Veteran's Parade.

Please make comments on the above request and return to Susan Kluthe, by *Tuesday, October 12, 2021*. I can be reached at (402) 293-3007 or susan.kluthe@bellevue.net if there are any questions concerning the above. If you fail to make comment or return this form by the deadline date, the City Clerk's Office will assume you have no position in this matter and will therefore proceed accordingly. Thank you!

Comments

No Comments

No foreseen conflicts with the event.
Streets will coordinate with PD for traffic assistance and barricading as needed. |

Bobby Riggs

10/05/2021



CITY OF BELLEVUE
EVENT LICENSE REVIEW FORM

City of Bellevue
City Clerk
1500 Wall Street
Bellevue, NE 68005
(402) 293-3007

- Police Department
Asst. Chief Stukenholtz
Sgt. Larry Lampman

[Handwritten signature]

- Parks Department
Jim Shada
Mark Blackburn

- Streets Department
Bobby Riggs

- Public Works Department
Doug Clark

FROM: Susan Kluthe

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Comments

No Comments

[Empty box for comments]

Capt. DARGY
Signature or Fill in Your Name

10/5/21
Date

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

14b.
10/19/2021

COUNCIL MEETING DATE: 10/19/2021	SUBMITTED BY: Tammi Palm,	Title: 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:

Request for site plan approval for Lot 1, Tregaron Towne Centre Replat Six, for the purpose of a car wash. Applicant: Club Car Wash Operating, LLC. General Location: South 22nd Street and Capehart Road.

SYNOPSIS/BACKGROUND:

Club Car Wash Operating, LLC is requesting site plan approval for Lot 1, Tregaron Towne Centre Replat Six, to allow for the construction of a car wash. This site was originally approved for a 14,000 square foot retail building. It is approximately 1.30 acres in size. The proposed site plan shows a 5,298 square foot car wash facility. The site plan meets the minimum stacking requirements for a car wash and the proposed access is acceptable to the Public Works Department.

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 have recommended approval of the site plan.

ATTACHMENTS:



1. Planning Commission Recommendation
2. Staff Memo
3.
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: Club Car Wash Operating, LLC

CASE #: Z-2108-11

CITY COUNCIL HEARING DATE: October 19, 2021

REQUEST: for site plan approval for Lot 1, Tregaron Towne Centre Replat Six, for the purpose of a car wash.

On September 23, 2021, the City of Bellevue Planning Commission voted seven yes, zero no, two absent and zero abstained:

APPROVAL based upon conformance with the Zoning Ordinance and Comprehensive Plan.

VOTE:

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

Planning Commission Hearing (s) was held on: September 23, 2021

CITY OF BELLEVUE PLANNING DEPARTMENT

RECOMMENDATION REPORT #2

CASE NUMBERS: Z-2108-11

FOR HEARING OF:

REPORT #1: September 23, 2021

REPORT #2: October 19, 2021

I. GENERAL INFORMATION

A. APPLICANT:

Club Car Wash Operating, LLC
Attn: Justin Barnes
1591 E Prathersville Road
Columbia, MO 65202

B. PROPERTY OWNER:

Mcv1, LLC
Attn: Charles Vacanti, Jr.
11205 John Galt Blvd
Omaha, NE 68137

C. GENERAL LOCATION:

South 22nd Street and Capehart Road

D. LEGAL DESCRIPTION:

Lot 1, Tregaron Towne Centre Replat Six, located in the Northwest ¼ of Section 10, T13N, R13E of the 6th P.M., Sarpy County, Nebraska.

E. REQUESTED ACTIONS:

Site Plan Approval for Lot 1, Tregaron Towne Centre Replat Six.

F. EXISTING ZONING AND LAND USE:

BG-PCO, Vacant

G. PURPOSE OF REQUEST:

The purpose of this request is to obtain site plan approval to allow for the construction of a car wash.

H. SIZE OF SITE:

The site is approximately 1.30 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:** Willow Lakes Golf Course (Offutt Air Force Base Property/across Capehart Road)
- 2. **East:** Commercial/Capehart Family Dentistry, BG-PCO
- 3. **South:** Vacant/WalMart Market, BG-PCO
- 4. **West:** Commercial/Retail Strip Center, BG-PCO

C. REVELANT CASE HISTORY:

1. In December 2002, MCV1, LLC submitted a request to rezone Lots 1 through 12, inclusive, Tregaron Towne Centre, being a replat of Lots 1 and 2, Whitted Creek, Tax Lots 9A1B, 9B, 9C, Lot 3, Tregaron Replat 1, Lot 257, Tregaron, Lot 1, Hardee’s Addition, and part of the 25th Street and Capehart Road right-of-way, all located in the Norwest ¼ of Section 10, T13N, R13E, of the 6th P.M., Sarpy County, Nebraska, from BNH, BG, BG-C, and BGH to BG-C; site plan approval for Lots 1 through 12, inclusive, Tregaron Towne Centre; and preliminary plat Lots 1 through 12, inclusive, Tregaron Towne Centre. The Planning Commission recommended approval of this request on January 23, 2003. City Council approved the aforementioned requests on March 10, 2003.

2. On August 18, 2021, MCV1 made a request to small subdivision plat Lot 1, Tregaron Towne Centre Replat Six, being a replat of Lot 3, Tregaron Towne Centre, and Lot 2, Tregaron Towne Centre Replat Five, located in the Northwest ¼ of Section 10, T13N, R13E of the 6th P.M., Sarpy County, Nebraska. This request was administratively approved on September 7, 2021.

3. On September 23, 2021, the Planning Commission recommended approval of a site plan for Lot 1, Tregaron Towne Centre Replat Six, for the purpose of a car wash.

D. APPLICABLE REGULATIONS:

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

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. The 2018 MAPA Traffic Flow Chart estimates 17,000 vehicles per day along Capehart Road, east of the intersection of Capehart Road and 25th Street.
2. The proposed development will have two access points along Towne Centre Drive, and a restricted right-in, right-out access on South 22nd Street.

D. UTILITIES:

All utilities are available to this property.

E. ANALYSIS:

1. Justin Barnes, on behalf of Club Car Wash Operating, LLC, has submitted a request for site plan approval for Lot 1, Tregaron Towne Centre Replat Six, for the purpose of a car wash.
2. The proposed site plan shows a one-story 5,298 square foot car wash facility. In addition to the car wash, there are 16 vacuum stations.
3. The site plan meets the minimum stacking requirements for a car wash. Proposed access is acceptable to the Public Works Department.

4. The original site plan for the Tregaron Towne Centre commercial area was approved March 10, 2003. For this particular property, site plan approval was given for a 14,000 square foot retail building.

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

Matt Knight, Public Works Engineer, had technical comments pertaining to the site plan. The applicant's engineer has addressed Mr. Knight's concerns.

No other comments were received on this case.

6. The applicant has submitted a landscape plan as part of the site plan materials. The landscape plan has been reviewed by staff and meets the minimum requirements of the zoning ordinance.

7. Upon submittal of a building permit, the applicant will be required to meet the regulations of Section 8.11, Zoning Ordinance, for design standards for the car wash facility.

8. A car wash is a permitted use in the BG (General Business) zoning district. Staff believes this is an appropriate use of the property.

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

APPROVAL based upon conformance with the Zoning Ordinance and the Comprehensive Plan.

V. PLANNING COMMISSION RECOMMENDATION

APPROVAL based upon conformance with the Zoning Ordinance and Comprehensive Plan.

VI. ATTACHMENTS TO REPORT

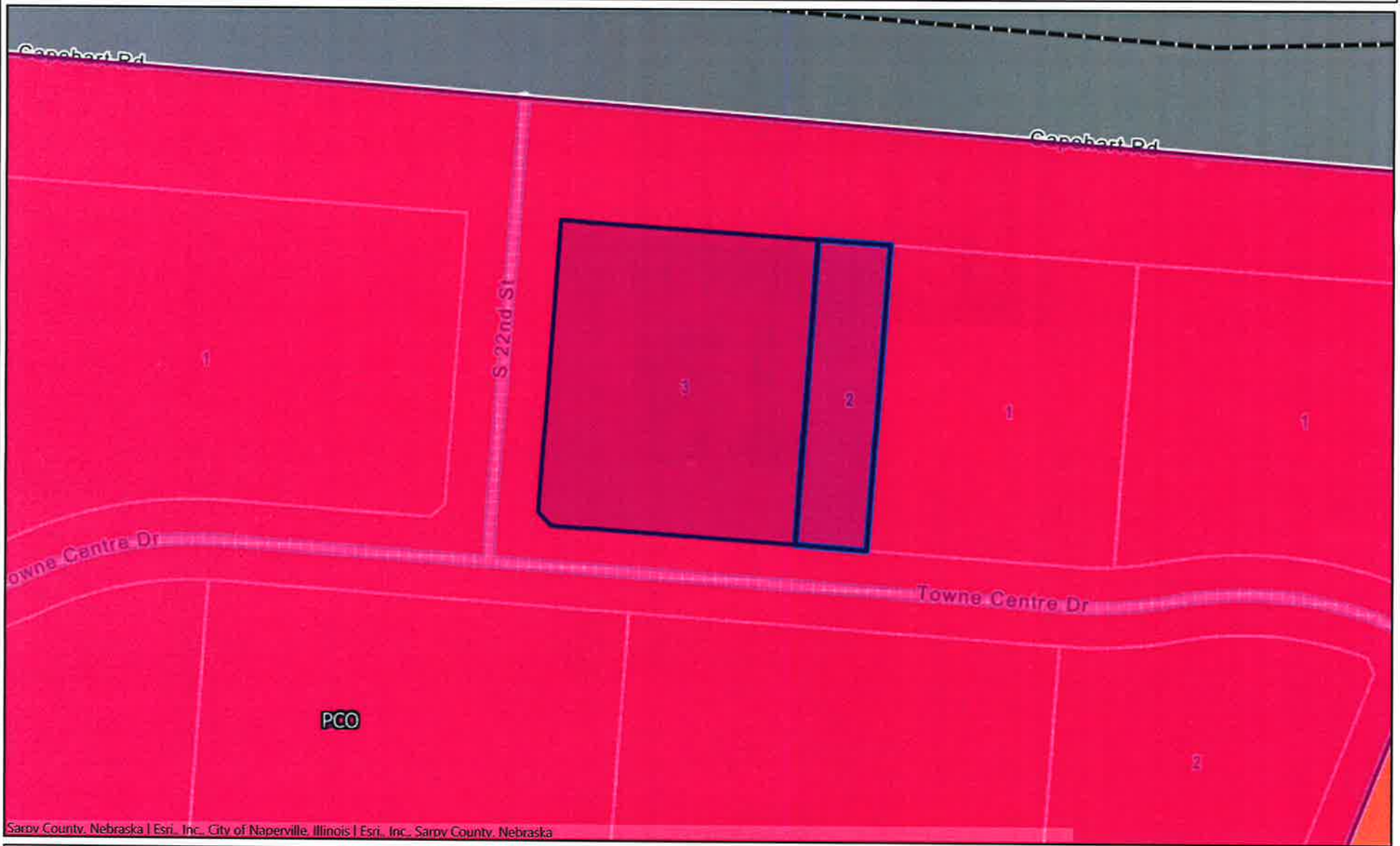
1. Zoning/Vicinity Map
2. 2020 GIS aerial photo of the property
3. Site plan received September 13, 2021
4. Landscaping plan received September 13, 2021

VII. COPIES OF REPORT TO:

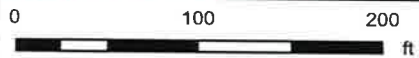
1. Club Car Wash Operating, LLC (Justin Barnes)
2. Cochran (Elliott Reed, P.E.)
3. MCV1, LLC (Charles Vacanti, Jr.)
4. Public Upon Request


Assistant Planning Manager Date of Report


Planning Manager Date of Report



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



Map Scale 1: 1592

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Notes





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



Map Scale 1: 1128

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Notes



RECEIVED

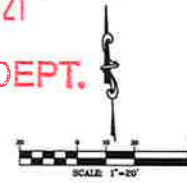
SEP 13 2021

PLANNING DEPT.

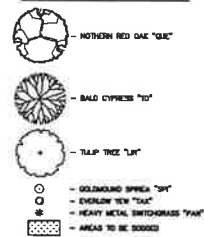
LANDSCAPE PLAN

NOTES:

- CONTRACTOR SHALL VERIFY ALL PLANT QUANTITIES. PLANT QUANTITIES ON PLANS PREVAIL OVER THOSE LISTED IN PLANT LIST.
- CONTRACTOR SHALL VERIFY SITE CONDITIONS, INCLUDING UNDERGROUND UTILITIES PRIOR TO START OF WORK. REPORT TO OWNER'S REPRESENTATIVE ANY CONDITION THAT MAY AFFECT CONTRACT. CONTRACTOR SHALL REPAIR ANY DAMAGE TO SITE ELEMENTS DUE TO CONTRACTOR'S ACTIVITY AT NO EXTRA COST TO OWNER.
- CONTRACTOR SHALL COORDINATE SCHEDULE AND INSTALLATION OF LANDSCAPING WITH THE OWNER'S REPRESENTATIVE.
- MULCH ENTIRE SHRUB PLANTING AREAS WITH 3" DEPTH OF SHREDDED BARK MULCH. ALL SHRUBS BEDS IN LAWN AREAS TO HAVE SPADE CUT EDGE. PROVIDE 4" DIA. MULCH RING AROUND ALL NEW TREES WITH MIN. 3" DEPTH OF SHREDDED BARK MULCH. GROUND COVER BEDS TO RECEIVE MIN. 2" DEPTH OF SHREDDED BARK MULCH.
- FORMAL LINES AND GROUPINGS OF A SPECIES OF TREE SHALL BE MATCHED FOR SIZE AND FORM.
- CONTRACTOR SHALL COORDINATE SCHEDULE AND STAKING/LOCATION OF BED EDGES WITH IRRIGATION CONTRACTOR.
- ALL DISTURBED AREAS SHALL BE SEEDED OR SOGGED.
- ALL SEEDED AREAS ON SLOPES OF 3:1 OR GREATER SHALL HAVE EROSION CONTROL BLANKETS AS SPECIFIED.
- SEE CIVIL AND ARCH. DWGS FOR EXISTING AND PROPOSED CONDITIONS.
- SEE SPECIFICATIONS FOR ADDITIONAL NOTES AND REQUIREMENTS.
- SEE PLANTING SOIL SPECIFICATIONS-SECTION 02301-FOR SOIL DEPTH AND QUALITY REQUIREMENTS IN LAWN AND PLANTING AREAS.



LANDSCAPE LEGEND



PLANT SCHEDULE

QTY	BOTANICAL NAME	COMMON NAME	SIZE	SPACING	TYPE
DECIDUOUS TREES					
6	<i>Quercus rubra</i> - (QR)E	Northern Red Oak	6 FT.	AS SHOWN	BBR
7	<i>Liquidambar styraciflua</i> - (L)R	Tulip Tree	2 IN.	AS SHOWN	BBR
7	<i>Taxodium distichum</i> - (TD)	Bald Cypress	2 IN.	AS SHOWN	BBR
SHRUBS					
18	<i>Spiraea japonica</i> (SP)N	Japanese Spirea	3 GAL.	AS SHOWN	COAT
24	<i>Yucca filamentosa</i> (Y)S	Evergreen Yucca	3 GAL.	AS SHOWN	COAT
18	<i>Buxus hybrid 'Semi-E'</i>	Heavy Metal Switchgrass	3 GAL.	AS SHOWN	COAT
PERENNIALS					
18	<i>Panicum virgatum 'Heavy Metal'</i> - (PAN)	Heavy Metal Switch Grass	1 GAL.	AS SHOWN	COAT

LANDSCAPE REQUIREMENTS

STREET FRONTAGE

REQUIREMENTS:

- 10 FEET WIDE LANDSCAPED YARD
- ONE DECIDUOUS SHADE OR ORNAMENTAL TREE, AND THREE SHRUBS FOR EVERY 40' LINEAR FEET OF STREET FRONTAGE.

FRONTAGE:

TOWNE CENTRE DRIVE - 200.0'

S 22ND STREET - 294.8'

CAPITOL ROAD - 244.77'

TOTAL FRONTAGE = 739.57'

TREES/SHRUBS REQUIRED - 712.62/40 = 17.81 = 18 TREES

18 X 5 = 90 SHRUBS

TREES PROVIDED - 18 TREES

SHRUBS PROVIDED - 90 SHRUBS

EXPOSED LOT LANDSCAPE

REQUIREMENTS:

- 10 SQUARE FEET OF LANDSCAPED AREA PER PARKING STALL
- ONE TREE SHALL BE PROVIDED FOR EVERY 300 SQUARE FEET OF REQUIRED LANDSCAPE AREA.

31 STALLS X 18 SF = 558 SF OF LANDSCAPE AREA

300 SF / 300 SF = 1.33 = 2 TREES REQUIRED

TREES PROVIDED - 2 TREES

LOT COVERAGES

GREEN SPACE = 24.60 SF (1.34 AC) = 43%

PAVEMENT/ASPHALT = 30.52 SF (0.70 AC) = 57%

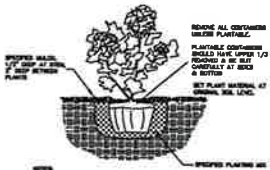
TOTAL AREA = 55.12 SF (1.26 AC) = 100%

- NOTE: LANDSCAPE ROCK SHALL BE 2" TO 2" GRADE ROCK.
- NOTE: ALL BRUSH SHALL BE BLACK IN COLOR.
- NOTE: ALL MULCH SHALL BE SINGLE SHRED COLORED MULCH. DOUBLE SHRED MULCH WILL NOT BE ACCEPTED.
- NOTE: ALL 300 TO BE TALL FENCE.
- NOTE: ALL DISTURBED AREAS TO BE SOGGED.

PRELIMINARY DRAWING

FOR REVIEW PURPOSES ONLY

NOT TO BE USED FOR CONSTRUCTION



- TREES TO BE PLANTED FOLLOWING PLANTING.
- SIZE OF SOIL CONTAINER SHALL BE SUFFICIENT TO HOLD THE TREE AND MULCH. ALL SOIL CONTAINERS TO BE FULLY COVERED.
- AND SHOWN TO BE PROTECTED BY FENCING & PLANTING.



DECIDUOUS TREE PLANTING

DEVELOPER:
CLUB CARWASH OPERATING, LLC
1591 E. PRAIRIESVILLE ROAD
COLUMBIA, MO 65202

OWNER:
MCVI, LLC
11205 JOHN GALT BOULEVARD
OMAHA, NE 68137



SITE IMPROVEMENTS
CLUB CARWASH
BELLEVUE, NEBRASKA

LANDSCAPE PLAN

ERH

SEPT. 9, 2021

1" = 20'

M21-8092

C4

OMAHA, NE 68102-1000 - 402-441-1111 - FAX 402-441-1112 - WWW.OCHAN.COM
 1591 E. PRAIRIESVILLE ROAD, COLUMBIA, MO 65202 - 636-333-1111 - FAX 636-333-1112 - WWW.MCVI.COM
 11205 JOHN GALT BOULEVARD, OMAHA, NE 68137 - 402-441-1111 - FAX 402-441-1112 - WWW.MCVI.COM

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

14c.
10/19/2021

COUNCIL MEETING DATE: 10/19/2021		SUBMITTED BY: Tammi Palm.		Title: 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 checked="" type="checkbox"/>	CURRENT BUSINESS	<input type="checkbox"/>	OTHER	<input type="checkbox"/>

SUBJECT:

Request to declare blighted and substandard Lots 1 through 6, and Part of Lots 7 through 11A, lying South and West of Harvell Drive, Lots 11B and 12, Block 170; Lots 1 through 12, Block 171, Bellevue; vacated 17th Avenue between Jefferson Street and Franklin Street; and the adjacent rights-of-way of West 16th Avenue, Harvell Drive, Franklin Street, West 18th Avenue, and Jefferson Street. Applicant: Mercury Builders and Contractors, Inc. General Location: West 18th Avenue and Jefferson Street.

SYNOPSIS/BACKGROUND:

Mercury Builders and Contractors, Inc. is requesting approval of a blighted and substandard designation for Lots 1 through 6, and Part of Lots 7 through 11A, lying South and West of Harvell Drive, Lots 11B and 12, Block 170; Lots 1 through 12, Block 171, Bellevue; vacated 17th Avenue between Jefferson Street and Franklin Street; and the adjacent rights-of-way of West 16th Avenue, Harvell Drive, Franklin Street, West 18th Avenue, and Jefferson Street. The area is located between West 18th Avenue and Jefferson Street. The proposed area is approximately 8 acres in total. The area consists of six undeveloped lots, and eleven lots with residential buildings built between 1916 and 1965. JEO Consulting Group, Inc prepared the blight and substandard study on behalf of the applicant.

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 blighted and substandard request.

ATTACHMENTS:

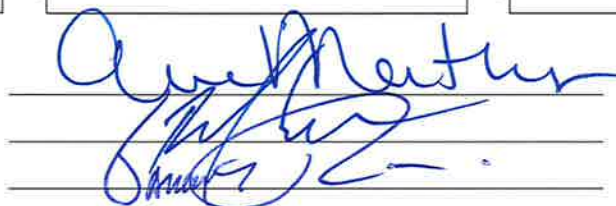
1. Planning Commission Recommendation	2. Staff Memo	3. JEO Blight and Substandard Study
4. Resolution 2021-38	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: Mercury Builders and Contractors, Inc.

CASE #: ECD-52

CITY COUNCIL HEARING DATE: October 19, 2021

REQUEST: to declare as blighted and substandard Lots 1 through 6, and Part of Lots 7 through 11A, lying South and West of Harvell Drive, Lots 11B and 12, Block 170, Bellevue; Lots 1 through 12, Block 171, Bellevue; vacated 17th Avenue between Jefferson Street and Franklin Street; and the adjacent rights-of-way of West 16th Avenue, Harvell Drive, Franklin Street, West 18th Avenue, and Jefferson Street

On September 23, 2021, the City of Bellevue Planning Commission voted seven yes, zero no, two absent and zero abstained:

APPROVAL based upon the Planning Department's recommendation and analysis this designation meets the statutory requirements of blighted and substandard.

VOTE:

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

Planning Commission Hearing (s) was held on: September 23, 2021



MEMORANDUM

To: City Council
Mayor Rusty Hike
City Administrator Jim Ristow

From: Angela Curry, Assistant Planning Manager

Date: October 19, 2021

Subject: Blighted and Substandard Designation for Lots 1 through 6, and Part of Lots 7 through 11A, Lots 11B and 12, Block 170; Lots 1 through 12, Block 171, Bellevue; vacated 17th Avenue between Jefferson Street and Franklin Street; and the adjacent rights-of-way of West 16th Avenue, Harvell Drive, Franklin Street, West 18th Avenue, and Jefferson Street

Jeff Ray of JEO Consulting Group, Inc., on behalf of Mercury Builders and Contractors, is requesting to declare as blighted and substandard Lots 1 through 6, and Part of Lots 7 through 11A, lying South and West of Harvell Drive, Lots 11B and 12, Block 170, Bellevue; Lots 1 through 12, Block 171, Bellevue; vacated 17th Avenue between Jefferson Street and Franklin Street; and the adjacent rights-of-way- of West 16th Avenue, Harvell Drive, Franklin street, West 18th Avenue, and Jefferson Street. Please refer to the attached map, where the property is outlined in blue. The blight and substandard study conducted by JEO Consulting Group, Inc. is also attached for review.

The area requested to be designated as blighted and substandard is approximately 8.03 acres. The area consists of six undeveloped lots, and eleven lots with residential buildings built between 1916 and 1965.

JEO Consulting Group, Inc. provided notice of their request to the property owners within the proposed blight and substandard area on September 7, 2021. The applicant has a neighborhood meeting scheduled on September 21, 2021 to discuss this application with the identified property owners.

Section 18-2103 of Nebraska State Statutes provides the following definitions of "substandard" and "blighted" which must be met for the City Council to approve a resolution designating an area as blighted and substandard:

(3) Blighted area means an area, which (a) by reason of the presence of a substantial number of deteriorated or deteriorating structures, existence of defective or inadequate street layout, faulty lot layout in relation to size, adequacy, accessibility, or usefulness, insanitary or unsafe

conditions, deterioration of site or other improvements, diversity of ownership, tax or special assessment delinquency exceeding the fair value of the land, defective or unusual conditions of title, improper subdivision or obsolete platting, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations, or constitutes an economic or social liability and is detrimental to the public health, safety, morals, or welfare in its present condition and use and (b) in which there is at least one of the following conditions: (i) Unemployment in the designated area is at least one hundred twenty percent of the state or national average; (ii) the average age of the residential or commercial units in the area is at least forty years; (iii) more than half of the plotted and subdivided property in an area is unimproved land that has been within the city for forty years and has remained unimproved during that time; (iv) the per capita income of the area is lower than the average per capita income of the city or village in which the area is designated; or (v) the area has had either stable or decreasing population based on the last two decennial censuses. In no event shall a city of the metropolitan, primary, or first class designate more than thirty-five percent of the city as blighted, a city of the second class shall not designate an area larger than fifty percent of the city as blighted, and a village shall not designate an area larger than one hundred percent of the village as blighted.

(31) Substandard area means an area in which there is a predominance of buildings or improvements, whether nonresidential or residential in character, which, by reason of dilapidation, deterioration, age or obsolescence, inadequate provision for ventilation, light, air, sanitation, or open spaces, high density of population and overcrowding, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and crime, (which cannot be remedied through construction of prisons), and is detrimental to the public health, safety, morals, or welfare;

In order for the City Council to declare an area as blighted and substandard, the property must meet the statutory criteria outlined above. The authority of the City in making such a determination "shall be liberally construed" as stated in Section 18-2143 of the State Statutes.

A study prepared and completed by JEO Consulting Group, Inc. in August 2021, indicates the following:

- Unsanitary or unsafe conditions which could endanger life or property and deterioration of site
 - Topography and Terrain
 - Topography that drains to the low-lying water courses
 - Lacks complete subterranean storm drainage system
 - Vegetation Overgrowth
 - Tree, brush, and weed overgrowth in vacant areas contribute to rodents and vermin and propose a potential fire danger in drought or dry spells
 - Sidewalks
 - Lacks sidewalks and accessible crosswalks that safely allow for pedestrian movement
 - Poor Drainage
 - Standing stagnant water near existing 16th Street
 - Breeding grounds for mosquitoes which can convey illnesses and diseases
 - Vehicle Circulation and Parking

- Lack of improvements for vehicular access and connectivity to Jefferson Street and adjacent neighborhood impedes easy flow of travel
 - Age of Structures
 - The average age of the residential structures is 61 years
 - Structures constructed prior to 1978; may contain lead-based paint
 - Chipping or peeling can pose health and human development risks to children
- Diversity of Ownership
 - Twelve unique private property owners; Diversity of ownership not evident
- Improper Subdivision or Obsolete Platting
 - Lot sizes and shapes vary
 - Northern lots too large, need additional subdivision and infrastructure improvements for accessibility and usefulness
- Defective or Inadequate Street Layout
 - Missing portions of Jefferson Street
 - Limited connectivity with the adjacent street grid

Based upon the above analysis, the Planning Department feels the area stated above meets the statutory requirements of blighted and substandard.

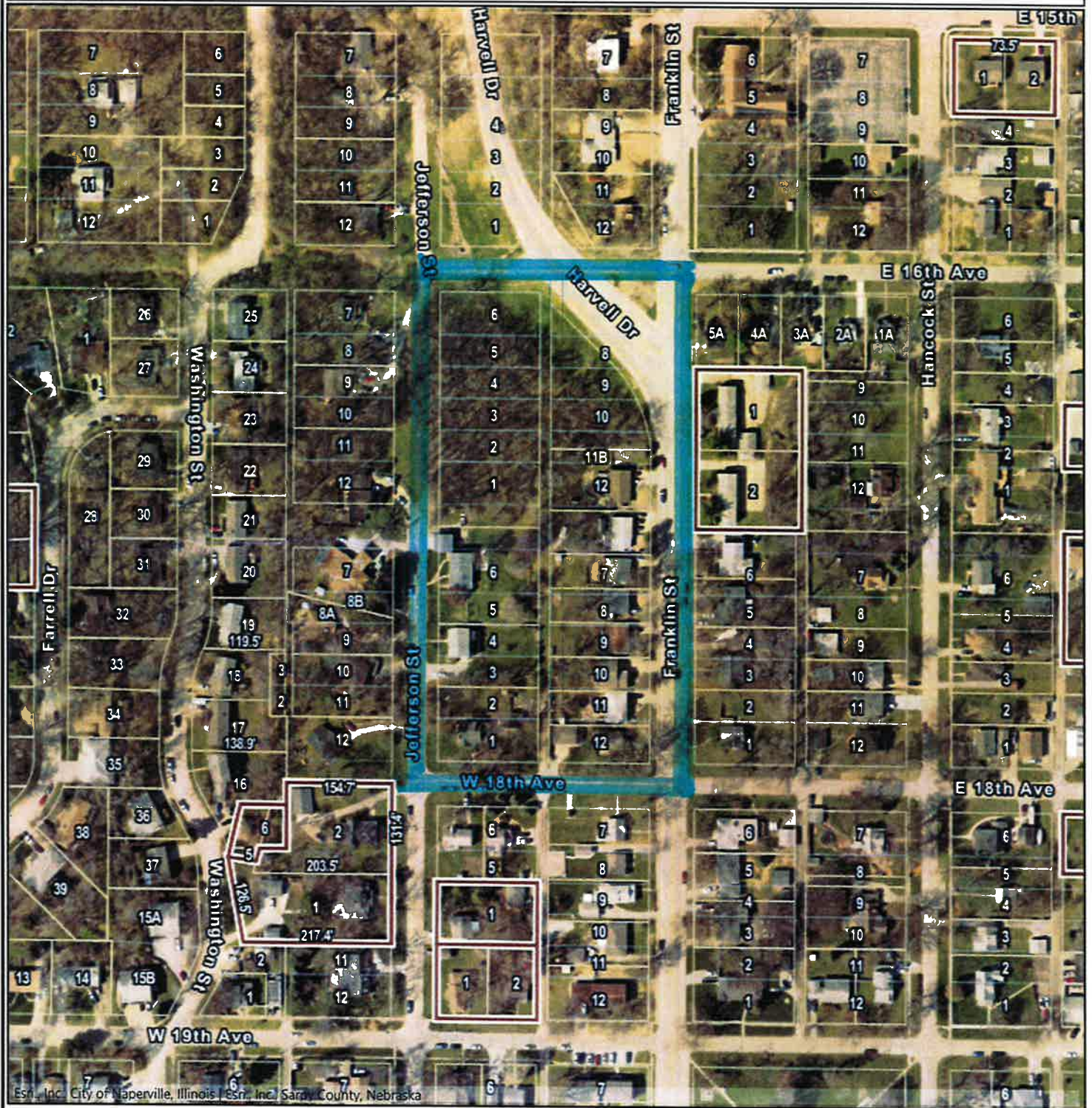
PLANNING DEPARTMENT RECOMMENDATION:

The Planning Department recommends APPROVAL of this designation based upon the above analysis that Lots 1 through 6, and Part of Lots 7 through 11A, lying South and West of Harvell Drive, Lots 11B and 12, Block 170, Bellevue; Lots 1 through 12, Block 171, Bellevue; vacated 17th Avenue between Jefferson Street and Franklin Street; and the adjacent rights-of way- of West 16th Avenue, Harvell Drive, Franklin street, West 18th Avenue, and Jefferson Street, meets the statutory requirements of blighted and substandard. This designation supports the overall goal of redevelopment of the area and will not result in more than 35% of the city being designated as blighted and substandard.

PLANNING COMMISSION RECOMMENDATION:

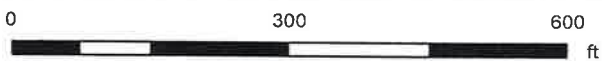
The Planning commission recommended APPROVAL based upon the Planning Department's recommendation and analysis this designation meets the statutory requirements of blighted and substandard.

Blighted and Substandard area



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

Notes



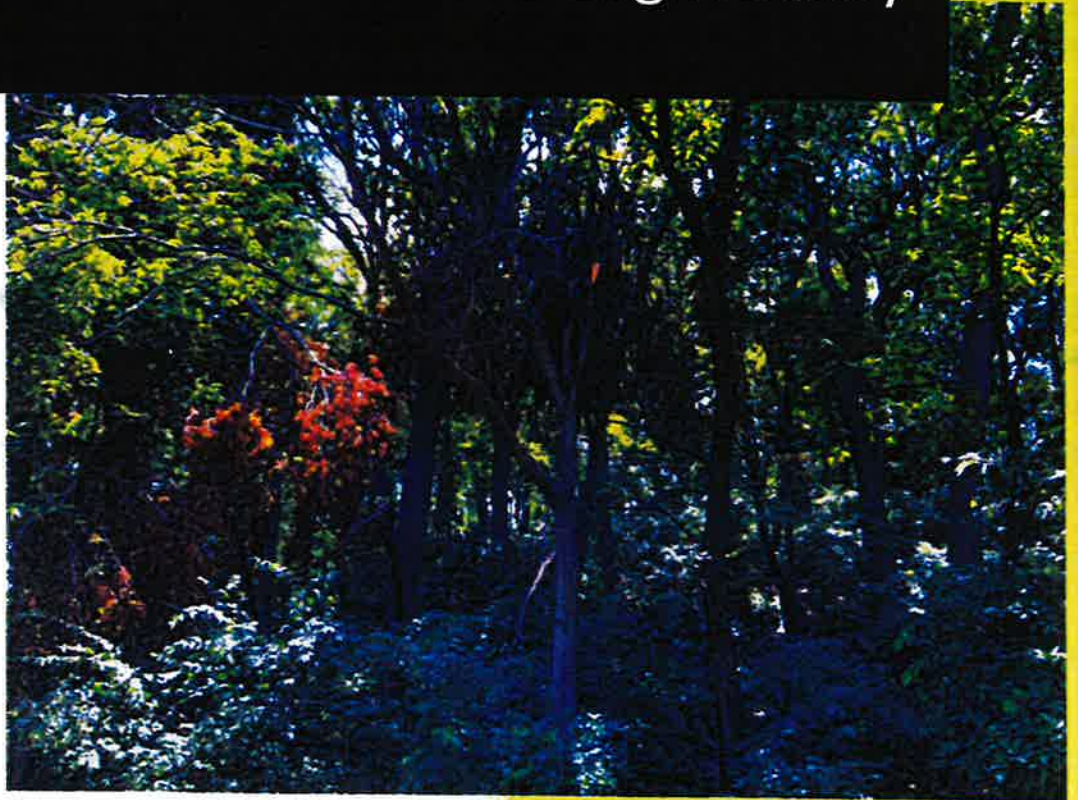
Map Scale 1: 3185

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2021

City of Bellevue
Jefferson Place Blight Study



RECEIVED
AUG 23 2021
PLANNING DEPT.



JED Consulting Group, Inc.

Introduction

Purpose of the Study

This Jefferson Place blight and substandard study of the designated study area is intended to give the Community Redevelopment Authority and City Council the basis for considering the existence of blight and substandard conditions within the delineated study area. Through this process, the City of Bellevue's Community Redevelopment Authority may employ and exercise the power authorized in Nebraska Community Development Law to eliminate and prevent blighted and substandard conditions that are detrimental to the future public health, safety, morals, and general welfare of the entire community as well as the surrounding region. If the City of Bellevue finds and determines, based on substantial evidence in the record before it, that the recommended Blight and Substandard Area (detailed below and referred to herein as "Jefferson Place Blight Study Area") meets the statutory conditions for an area that is blighted, substandard, and in need of redevelopment, the designated study area will become a Redevelopment Area under the Community Development Law (Neb. Rev. Stat. §§ 18-2101 to 18-2154).

The Redevelopment Plan—the companion document to the Blight and Substandard Study—will contain local objectives regarding appropriate land uses, improved traffic circulation, economic development activities, public transportation, public utilities, and other public improvements, in accordance with the provisions of the Community Development Law.

Background

In 1975, the Nebraska Legislature enacted legislation in response to areas in cities and villages that had become deteriorated and substandard for a variety of reasons. These areas were considered harmful to the social and economic well-being of the entire community in which they existed. Conditions in such areas were considered beyond the remedy and control of the normal regulatory process or impossible to reverse through the ordinary operations of private enterprise. The Community Development Law, as it is known, enables cities and villages to take steps to eliminate blight through the acquisition, clearance, and disposing of property for redevelopment or the conservation and rehabilitation of the property.

Prior to the enactment of the legislation, Nebraska communities were unable to carry out redevelopment programs involving assembly of land for conveyance to private developers without the creation of an urban renewal authority approved by voters. The Community Development Law permits cities of all classes and villages to establish Community Redevelopment Authorities (CRAs) by ordinance. Such authority empowers CRAs to undertake broad urban renewal and municipal growth opportunities through a variety of mechanisms. This law, with subsequent amendments, has been the cornerstone of redevelopment and community development activities in Nebraska.

This blight and substandard study examines existing conditions of land use, buildings, and structures within the designated study area in the City of Bellevue to determine its eligibility for redevelopment activities. Potential opportunities for redevelopment exist throughout the designated study area, which would allow the City of Bellevue to overcome blighted and substandard conditions and avoid issues that could lead to blight and substandard conditions. When evaluating blight and substandard conditions, the City of Bellevue must adhere to Nebraska Community Development Law.

Nebraska Revised State Statutes

The Community Development Law provides guidelines under which municipalities may address concerns and develop strategies for the rehabilitation and redevelopment of deteriorating area, as well as the prevention and elimination of substandard and blighted area. The Legislature has declared, in pertinent part:

It is hereby found and declared that there exist in cities of all classes and villages of this state area which have deteriorated and become substandard and blighted because of the unsafe, insanitary, inadequate, or overcrowded condition of the dwellings therein, or because of inadequate planning of the area, or excessive land coverage by the buildings thereon, or the lack of proper light and air and open space, or because of the defective design and arrangement of the buildings thereon, or faulty street or lot layout, or congested traffic conditions, or economically or socially undesirable land uses...These conditions are beyond remedy and control solely by regulatory process in the exercise of the police power and cannot be dealt with effectively by the ordinary operations of private enterprise without the aids herein provided...It is further found and declared that the prevention and elimination of blight is a matter of state policy, public interest, and statewide concern and within the powers and authority inhering in and reserved to the state, in order that the state and its municipalities shall not continue to be endangered by area which are focal centers of disease, promote juvenile delinquency, and consume an excessive proportion of their revenue. §18-2102

Consistent with these findings, municipalities have been granted the power to address deterioration, substandard conditions, and blight through any number of means, including “the formulation of a workable program, the approval of community redevelopment plans consistent with the general plan for the development of the city, the exercise of its zoning powers, the enforcement of other laws, codes, and regulations, relating to the use of land and the use and occupancy of buildings and improvements, the disposition of any property acquired, and the providing of necessary public improvements.” Neb. Rev. Stat. §18-2104.

Nebraska Revised Statute §18-2104 enables a municipality to declare that blight and substandard conditions exist. The statute reads,

The governing body of a city, to the greatest extent it deems to be feasible in carrying out the provisions of sections 18-2101 to 18-2144, shall afford maximum opportunity, consistent with sound needs of the city, to the rehabilitation or redevelopment of the community redevelopment area by private enterprises. The governing body of a city shall give consideration to this objective in exercising its powers under sections 18-2101 to 18-2144, including the formulation of a workable program, the approval of community redevelopment plans consistent with the general plan for the development of the city, the exercise of its zoning powers, the enforcement of other laws, codes, and regulations relating to the use and occupancy of buildings and improvements, the disposition of any property acquired, and providing of necessary public improvements. §18-2101

The process of improving an area begins with the creation of a municipality-wide workable program for utilizing appropriate private and public resources to address the specific conditions to be improved. Such workable programs may include “provision for the prevention of the spread of blight into area of the municipality which are free from blight through diligent enforcement of housing, zoning, and occupancy controls and standards; the rehabilitation or conservation of substandard and blighted area or portions thereof by re-planning, removing congestion, providing parks, playgrounds, and other public improvements by encouraging voluntary rehabilitation and by compelling the repair and rehabilitation of deteriorated or deteriorating structures; and the clearance and redevelopment of substandard and blighted area or portions thereof.” Neb. Rev. Stat. §18-2105.

The statutes provide a means for the governing body of a municipality to address and develop strategies for rehabilitation and redevelopment of the community. Nebraska Revised Statute §18-2105 also grants authority to the governing body to formulate a redevelopment program. The statute reads,

The governing body of a city or an authority at its direction for the purposes of sections 18-2101 to 18-2144 may formulate for the entire municipality a workable program for utilizing appropriate private and public resources to eliminate or prevent the development or spread of urban blight, to encourage needed urban rehabilitation, to provide for the redevelopment of substandard and blighted area, or to undertake such of the aforesaid activities or other feasible municipal activities as may be suitably employed to achieve the objectives of such workable program. Such workable program may include, without limitation, provision for the prevention of the spread of blight into area of the municipality which are free from blight through diligent enforcement of housing, zoning and occupancy controls and standards; the rehabilitation or conservation of substandard or blighted area or portions thereof by replanning, removing congestion, providing parks, playgrounds, and other public improvements by encouraging voluntary rehabilitation and by compelling the repair and rehabilitation of deteriorated or deteriorating structures; and the clearance and redevelopment of substandard and blighted area or portions thereof. §18-2105

The main substance of a workable program is an adopted general redevelopment plan for a defined area, as well as the subsequent individual redevelopment projects that identify specific projects within a redevelopment area. Prior to the adoption of a general redevelopment plan, a municipality must have an adopted comprehensive plan (§18-2110) and shall have declared the redevelopment area to be a substandard and blighted area in need of redevelopment (§18-2109).

The important community development terms are defined in Nebraska Revised Statute §18-2103, several of which are shown below (organization and emphasis added):

Substandard area means an area in which there is a predominance of buildings or improvements, whether nonresidential or residential in character, which, by reason of dilapidation, deterioration, age or obsolescence, inadequate provision for ventilation, light, air, sanitation, or open spaces, high density of population and overcrowding, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and crime, (which cannot be remedied through construction of prisons), and is detrimental to the public health, safety, morals, or welfare;

Blighted area means an area, which

(a) by reason of the presence of a substantial number of deteriorated or deteriorating structures, existence of defective or inadequate street layout, faulty lot layout in relation to size, adequacy, accessibility, or usefulness, insanitary or unsafe conditions, deterioration of site or other improvements, diversity of ownership, tax or special assessment delinquency exceeding the fair value of the land, defective or unusual conditions of title, improper subdivision or obsolete platting, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations, or constitutes an economic or social liability and is detrimental to the public health, safety, morals, or welfare in its present condition and use; and,

(b) in which there is at least one of the following conditions:

- (i) Unemployment in the designated area is at least one hundred twenty percent of the state or national average;*
- (ii) the average age of the residential or commercial units in the area is at least forty years;*
- (iii) more than half of the plotted and subdivided property in an area is unimproved land that has been within the city for forty years and has remained unimproved during that time;*
- (iv) the per capita income of the area is lower than the average per capita income of the city or village in which the area is designated; or*
- (v) the area has had either stable or decreasing population based on the last two decennial censuses.*

In no event shall a city of the metropolitan, primary, or first class designate more than thirty-five percent of the city as blighted, a city of the second class shall not designate an area larger than fifty percent of the city as blighted, and a village shall not designate an area larger than one hundred percent of the village as blighted;

Substandard and Blight Eligibility Analysis

Designated Study Area

The designated study area is property within the corporate limits for evaluation pursuant to the Community Development Law. The area is a residential district. The designated study area was selected for a number of reasons, including:

1. The presence of blighted and substandard characteristics within the study area.
2. The potential for private development and redevelopment activities within the study area.
3. The need for improvements in infrastructure due to specific existing conditions.
4. The economical and functional obsolescence of certain properties within the study area.
5. The need for public intervention to stimulate the development and redevelopment of vital infrastructure systems and housing to support these private redevelopment efforts.

Once declared substandard and blighted, the City of Bellevue can stimulate and manage future development in this area by creation and use of the redevelopment plan and its statutory authority to provide financial incentives for private development.

Through the redevelopment process, the City of Bellevue can guide future development in the community and provide financial incentives for development. The use of the Nebraska Community Redevelopment Law by the City of Bellevue is intended to improve the community and enhance the quality of life for all residents by eliminating conditions that contribute to the spread of blight and hinder private reinvestment in the area due to these factors. Using the Nebraska Community Development Law, Bellevue can eliminate negative factors and implement programs and/or projects identified to improve conditions, thereby removing, or preventing blight and substandard conditions.

Substandard and Blight Conditions

As set forth in section 18-2103(10), **substandard area** shall mean an area in which there is a predominance of buildings or improvements, whether nonresidential or residential in character, which by reason of the following:

1. Dilapidation/deterioration*

Exterior inspection of buildings to note deficiencies (sound, minor, major, dilapidated)

- Examples include structural (walls, foundation, roof), building systems (gutters, roof surface, chimney), and architectural systems (fire escapes, weatherization, steps, exterior paint, site conditions).

2. Age or obsolescence

Estimate age of structures (40+ years criteria)

3. Inadequate provision for ventilation, light, air, sanitation, or open spaces

Overall sight conditions

- Examples include junked cars or debris, cluttered alleyways, antiquated infrastructure systems (overhead power lines), outdoor storage/sanitation facilities, unpaved parking/outdoor storage.

4. Other substandard conditions

- (a) High density of population and overcrowding (census); or
- (b) The existence of conditions which endanger life or property by fire and other causes as unsanitary and unsafe conditions which endanger life or property by fire and other natural causes floodplain; or

- (c) Any combination of such factors is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and crime; is detrimental to the public health, safety, morals or welfare (includes sanitation concerns, inadequate infrastructure systems (sewer, water service mains, storm sewers), poor lighting, crime statistics, floodplain area, outdoor storage, site clutter).

As set forth in the Community Development Law, a **blighted area** shall mean an area, which by reason of the presence of:

1. A substantial number of deteriorated or deteriorating structures*

Exterior inspection of buildings to note deficiencies (sound, minor, major, dilapidated)

- Examples include structural (walls, foundation, roof), building systems (gutters, roof surface, chimney), and architectural systems (fire escapes, weatherization, steps, exterior paint, site conditions).

2. Existence of defective or inadequate street layout

Condition of streets/inadequate access including sidewalks

- Examples include street conditions, dead ends, railroad crossings, linear downtown, narrow alleyways, blind crossings, and sidewalk condition.

3. Faulty lot layout in relation to size, adequacy, accessibility, or usefulness

Conditions associated with accessibility/usefulness of the lots

- Examples include land locked parcels, odd shaped lots, undersized lots, lots with accessibility concerns.

4. Unsanitary or unsafe conditions

Conditions which pose a threat to public health and safety

- Examples include age and physical condition of structures, floodplain, lack of public infrastructure systems, unsanitary conditions, ventilation concerns.

5. Deterioration of site or other improvements

Field observation of age and condition of public utilities, debris and inadequate public improvements

- Examples include lack of off-street parking, storm drainage, junk cars, dilapidated structures, debris, on-site storage, congested overhead power lines.

6. Diversity of ownership

The total number of unduplicated owners

- Examples include the necessity of to acquire numerous lots is a hindrance to redevelopment. However, land assemblage of larger proportions necessary for major developments, is more economically feasible and will attract financial support, as well as public patronage required to repay such financial support. Such assemblage is difficult without public intervention.

7. Tax or special assessment delinquency exceeding the fair value of the land

Examination of public records to determine the status of taxation of properties

- Examples include delinquent taxes, real estate taxes, tax exempt.

8. Defective or unusual conditions of title

Examine public records to determine any defective or unusual title defects

- Examples include improper filings, liens, defective titles, etc.

9. **Improper subdivision or obsolete platting**
Examine public records to determine improper subdivision and obsolete platting
 - Examples include undersized lots, improper zoning, lot configuration, easement concerns, never recorded vacated streets, accessibility concerns.
10. **The existence of conditions which endanger life or property by fire or other causes**
Examine conditions which endanger life or property
 - Examples include inadequate, undersized or inoperative public infrastructure systems, floodplain, building materials, site access, on-site storage (cars), secluded area for pests and vermin to thrive, inadequate surface drainage, street/sidewalk conditions, etc.
11. **Any combination of such factors, substantially impairs or arrests the sound growth of the community, hinders the provision of housing accommodations or constitutes an economic or social liability**
Economic and/or socially undesirable land uses
 - Examples include incompatible land uses, economic obsolescence, functional obsolescence which relates to the property's ability to compete in the market place.
12. **Is detrimental to the public health, safety, morals, or welfare in its present condition and use; and in which there is at least one of the following conditions:**
 - (a) Unemployment in the designated blighted area is at least one hundred twenty percent of the state or national average (Census statistics);
 - (b) The average age of the residential or commercial units in the area is at least 40 years (Field observation);
 - (c) More than half of the plotted and subdivided property in the area is unimproved land that has been within the city for 40 years and has remained unimproved during that time (Public records);
 - (d) The per capita income of the designated blighted area is lower than the average per capita income of the city or village in which the area is designated (Census); or
 - (e) The area has had either stable or decreasing population based on the last two decennial censuses (Census).

*Where structural conditions are evaluated, individual structures are rated in accordance with the following rating schedule as defined by the U.S. Department of Housing and Urban Development: no problem, adequate condition, deteriorating condition, or dilapidated condition. The following descriptions define the rating schedule used to assess and evaluate building and structure conditions:

No Problem

No structural or aesthetic problems are visible.

Adequate Condition

- Slight damage to porches, steps, roofs, etc. is present on the structure,
- Slight wearing away of mortar between bricks, stones, or concrete blocks,
- Small cracks in walls or chimneys,
- Cracked windows,
- Lack of paint, and
- Slight wear on steps, doors, and door and window frames.

Deteriorating Condition

- Holes, open cracks, rotted, loose, or missing materials in parts of the foundation, walls, (up to one-quarter of the wall), or roof (up to one-quarter of roof),
- Shaky, broken, or missing steps or railings,
- Numerous missing and cracked window panes,
- Some rotted or loose windows or doors (no longer wind- or water-proof),
- Missing bricks or other masonry of chimney, and
- Makeshift (un-insulated) chimney.

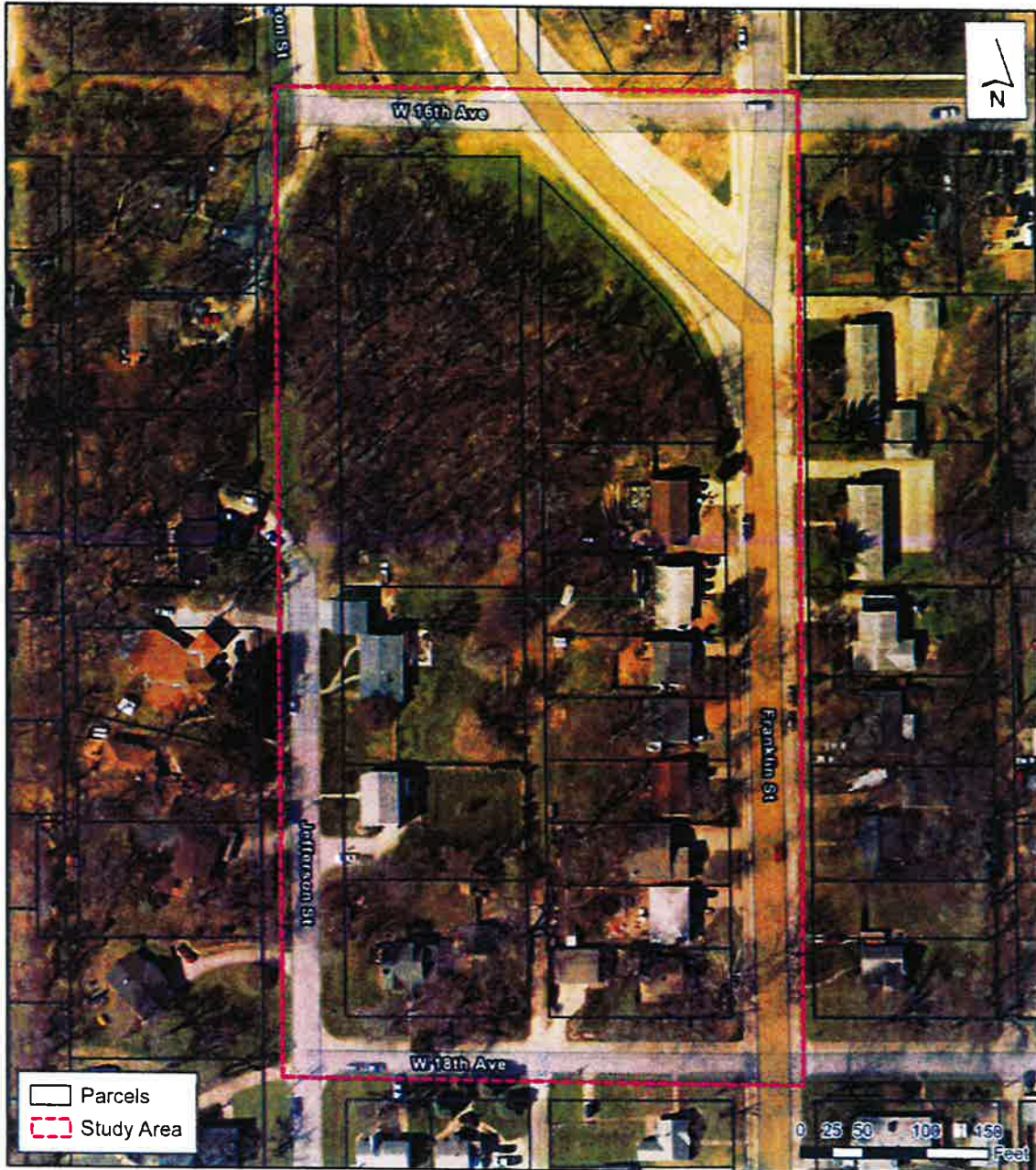
Dilapidated Condition

- Holes, open cracks, or rotted, loose or missing material (siding, shingles, brick, concrete, tiles, plaster, floorboards) over large area of foundation, on walls or on roof,
- Substantial sagging of roof, floors, or walls,
- Extensive damage by fire, flood or storm, and
- Inadequate original construction such as makeshift walls, roofs made of scrap materials, foundations or floors lacking, or converted barns, sheds, and other structures not adequate for housing.

Designated Study Area

The initial study area as identified can be found in Figure 1. For this study, the initial study area will be known as the "Designated Study Area" which was reviewed for substandard and blight characteristics.

Figure 1: Designated Study Area



City of Bellevue, NE

Jefferson Place Blight Study

Study Area



Created By: M. Woodrum; J. Ray, M. Mustain
Date: August 2021
Software: ArcGIS Pro 2.8.1
File: 211144.00

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Recommended Blight and Substandard Area

Based upon the review of the designated study area, and its context with the community, JEO Consulting Group recommends the designated study area be recommended as a Blight and Substandard Area. This area consists of approximately 8.03 acres. The area description of the Recommended Area that follows was prepared by a JEO.

Area Description of Designated Study Area

A TRACT OF LAND LOCATED IN THE CITY OF BELLVUE INCLUDING LOTS 1-12 OF BLOCK 170; LOTS 1-12 OF BLOCK 171; VACATED 17TH STREET BETWEEN JEFFERSON STREET AND FRANKLIN STREET; AND THE ADJACENT PUBLIC RIGHT OF WAY OF WEST 16TH STREET, FRANKLIN STREET, WEST 18TH STREET, AND JEFFERSON STREET.

Findings and Contributing Factors

The intent of this study is to determine whether the Jefferson Place Blight Study Area within the community has experienced structural and site deterioration or if there are other negative factors which are decreasing the development potential for the area. The field survey conducted on Thursday, July 29, 2021, indicated the community has such deterioration or lack of municipal infrastructure, thus the community warrants further examination regarding blighted and substandard conditions. The following factors were evaluated to determine if there is a reasonable presence of blight and substandard conditions within the Jefferson Place Blight Study Area.

This section reviews the building and structure conditions, infrastructure, site conditions and land use found within the Jefferson Place Blight Study Area based upon the statutory definitions, planning team observations during the field survey, and explains the identified contributing factors. *Appendix A* provides a visual description and documents examples of the different conditions that led to each factor's determination. See *Appendix A* for a visual description of the erosion, stagnant water, open drainage channel, vegetative overgrowth, and other observed conditions within the Jefferson Place Blight Study Area.

BLIGHTED CRITERIA CONDITIONS

As set forth in the Nebraska legislation, a **blighted area** shall mean an area, which by reason of the presence of:

Substantial Number of Deteriorated or Deteriorating Structures

As a rule, the primary structure for each parcel within the Jefferson Place Blight Study Area was examined. A total of 36% of the structures within the designated study area were graded as deteriorating. This is not considered a significant contributing factor.

Figure 2: Structural Conditions



City of Bellevue, NE
Jefferson Place Blight Study

Structural Rating



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Defective or Inadequate Street Layout

Street Conditions and Accessibility

Street conditions and accessibility within the Jefferson Place Blight Study Area were evaluated in relation to the provision of safe and efficient public circulation and access, and with regard to ease of travel and appearance. The noted deficiencies are: missing portion of Jefferson Street; and over half of the sidewalks in the area are missing.

Overall, the Jefferson Place Blight Study Area has limited connectivity with the adjacent street grid. streets with dead-end at the subject study area and private drives extended in the ROW for site access. Due to the lack of connectivity, this is considered a contributing factor.

Figure 3: Transportation Conditions



City of Bellevue, NE
Jefferson Place Blight Study

Transportation



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Faulty lot layout in relation to size, adequacy, accessibility, or usefulness

Throughout the Jefferson Place Blight Study Area, the lot sizes and shapes vary. Some lots are too large and need additional subdivision and infrastructure improvements for accessibility and usefulness. In addition, the lots have limited access with private drives extended to connect to a paved street which is not conducive to accessibility or usefulness, as a result, this factor is considered to be contributing the recommended blight designation.

Unsanitary or unsafe conditions

Conditions which pose a threat to public health and safety

Topography and terrain

The Jefferson Place Blight Study Area has a variety of topography that drains to the low-lying water courses in the study area. The area lacks complete subterranean storm drainage system

Vegetation Overgrowth

There is significant tree, brush, and weed overgrowth in the vacant areas of the study area. This can contribute to harboring rodents and vermin as well as pose a potential fire danger during drought or dry spells.

Sidewalks

The study area lacks sidewalks that safely allow for pedestrian movement through the site or connecting to adjacent uses.

Poor Drainage

On the northern portion of the study area near the existing 16th street, standing stagnant water was observed. This poorly drained area with standing water can harbor and create breeding grounds for mosquitoes which can convey illnesses and diseases to humans.

As a result, this factor is considered to be contributing the recommended blight designation.

Deterioration of site or other improvements

Sidewalks

The lack of sidewalks, including accessible crosswalks, inhibits pedestrian movement through or on the study area.

Vehicle circulation and parking

The lack of site improvements for vehicular access and connectivity to Jefferson Street and the adjacent neighborhood impedes the ability to freely travel to or from the study area.

Diversity of ownership

The diversity of ownership is not evident in the Jefferson Place Blight Study Area. There are twelve unique private property owners in the Jefferson Place Blight Study Area. Thus, this is considered a contributing factor.

Improper subdivision or obsolete platting

Obsolete platting

Throughout the Jefferson Place Blight Study Area, the lot sizes and shapes vary. The northern lots are too large and need additional subdivision and infrastructure improvements for accessibility and usefulness as a result, this factor is considered to be contributing to the recommended blight designation.

The existence of conditions which endanger life or property

Conditions which pose a threat to public health and safety

Vegetation Overgrowth

There is significant tree, brush, and weed overgrowth in the vacant areas of the study area. This can contribute to harboring rodents and vermin as well as pose a potential fire danger during drought or dry spells.

Sidewalks

The lack of sidewalks, including accessible crosswalks, inhibits pedestrian movement through or on the study area.

Poor Drainage

On the northern portion of the study area near the existing 16th street, standing stagnant water was observed. This poorly drained area with standing water can harbor and create breeding grounds for mosquitoes which can convey illnesses and diseases to humans.

Age of Structures

Structures constructed prior to 1978 may contain lead-based paint which can pose health and human development risks to children with chipping or peeling.

As a result, this factor is considered to be contributing the recommended blight designation.

Figure 4: Potential Hazards of Site



City of Bellevue, NE

Jefferson Place Blight Study

Potential Hazards



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Any combination of such factors that substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations or constitutes an economic or social liability.

Economically undesirable

Economic and functional obsolescence is present with the lack of infrastructure including streets, sidewalks, utilities, and a controlled storm drainage system. This makes it difficult for these properties to compete in the marketplace. As a result, it is considered a substantial contributor to the Jefferson Place Blight Study Area to be considered blighted.

Is detrimental to the public health, safety, morals, or welfare in its present condition and use; and in which there is at least one of the following conditions:

The average age of the residential units in the area is at least 40 years. The average age of the residential structures in 61 years (1959.9).

SUBSTANDARD CRITERIA

A **substandard area** shall mean an area in which there is a predominance of buildings or improvements, whether nonresidential or residential in character, which by reason of the following:

Dilapidation/deterioration

As part of the Blight and Substandard Study, a Structural Conditions Survey was completed along with an analysis of the land-use patterns in the Jefferson Place Blight Study Area.

A total of 36% of the structures within the designated study area were graded as deteriorating. This is not considered a significant contributing factor.

Age or obsolescence

Information regarding the age of the permanent structures within the Jefferson Place Blight Study Area was provided by the Sarpy County Assessor's Office.

The average age of the residential structures in 61 years, therefore, this is considered a contributing substandard factor.

Inadequate provision for ventilation, light, air, sanitation, or open spaces

Poor Drainage and Sanitation

The Jefferson Place Blight Study Area has minor storm drainage issues and eroding. This is not considered significant to be considered a contributing factor.

Other Substandard Conditions

The existence of conditions which endanger life or property

Vegetation Overgrowth

There is significant tree, brush, and weed overgrowth in the vacant areas of the study area. This can contribute to harboring rodents and vermin as well as pose a potential fire danger during drought or dry spells.

Sidewalks

The lack of sidewalks, including accessible crosswalks, inhibits pedestrian movement through or on the study area.

Poor Drainage

On the northern portion of the study area near the existing 16th street, standing stagnant water was observed. This poorly drained area with standing water can harbor and create breeding grounds for mosquitoes which can convey illnesses and diseases to humans.

Age of Structures

Structures constructed prior to 1978 may contain lead-based paint which can pose health and human development risks to children with chipping or peeling.

As a result, this factor is considered to be contributing the recommended blight designation.

Figure 5: Parcels Showing Blight and Substandard Criteria



City of Bellevue, NE

Jefferson Place Blight Study

Characteristics of Blight and Substandard Area



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Blighted and Substandard Findings

The Jefferson Place Blight Study Area has many items contributing to the blight and substandard conditions. Based on the information collected and analyzed pursuant to Nebraska Revised Statutes, the area has various items that were considered beyond the remedy and control of the normal regulatory process of the City of Bellevue or impossible to reverse through the ordinary operations of private enterprise. These conditions include:

Table 1: Summary Matrix

Criteria	
Structure condition	No
Street layout	Yes
Faulty lot layout	Yes
Unsanitary or unsafe conditions	Yes
Deterioration of site	Yes
Diversity of owners	Yes
Tax special assessment	No
Titles conditions	No
Obsolete platting	Yes
Endanger life/property	Yes
Any combination	Yes
Age of Structure	Yes
BLIGHT TOTALS	9/12
Exterior inspection of structures	No
Age of structures	Yes
Inadequate provision for ventilation, sanitation	Yes
Other Substandard – (conducive to ill health, floodplain, endanger life)	Yes
SUBSTANDARD TOTALS	3/4
TOTALS	12/16

Conclusion

Several conditions within the Jefferson Place Blight Study Area were evaluated during the field survey which contributed to blighted and substandard conditions. The conditions showing evidence of blight are interspersed throughout the Jefferson Place Blight Study Area, and as such, parcels within the boundaries of the Jefferson Place Blight Study Area are recommended for further action.

It is the professional opinion of the consultant, based on the information collected and analyzed pursuant to Nebraska Revised Statutes, that the Jefferson Place Blight Study Area contains the required conditions that would warrant a designation as blighted and substandard by the City of Bellevue and the Community Redevelopment Authority. The City of Bellevue should review this Blight and Substandard Study, and if satisfied with the findings contained in this study, may, by resolution, designate the Jefferson Place Blight Study Area as “Blighted and Substandard” as provided for in the Community Development Law.

Appendix A
Photo Exhibit



City of Bellevue, NE

Jefferson Place Blight Study

Photo Guide



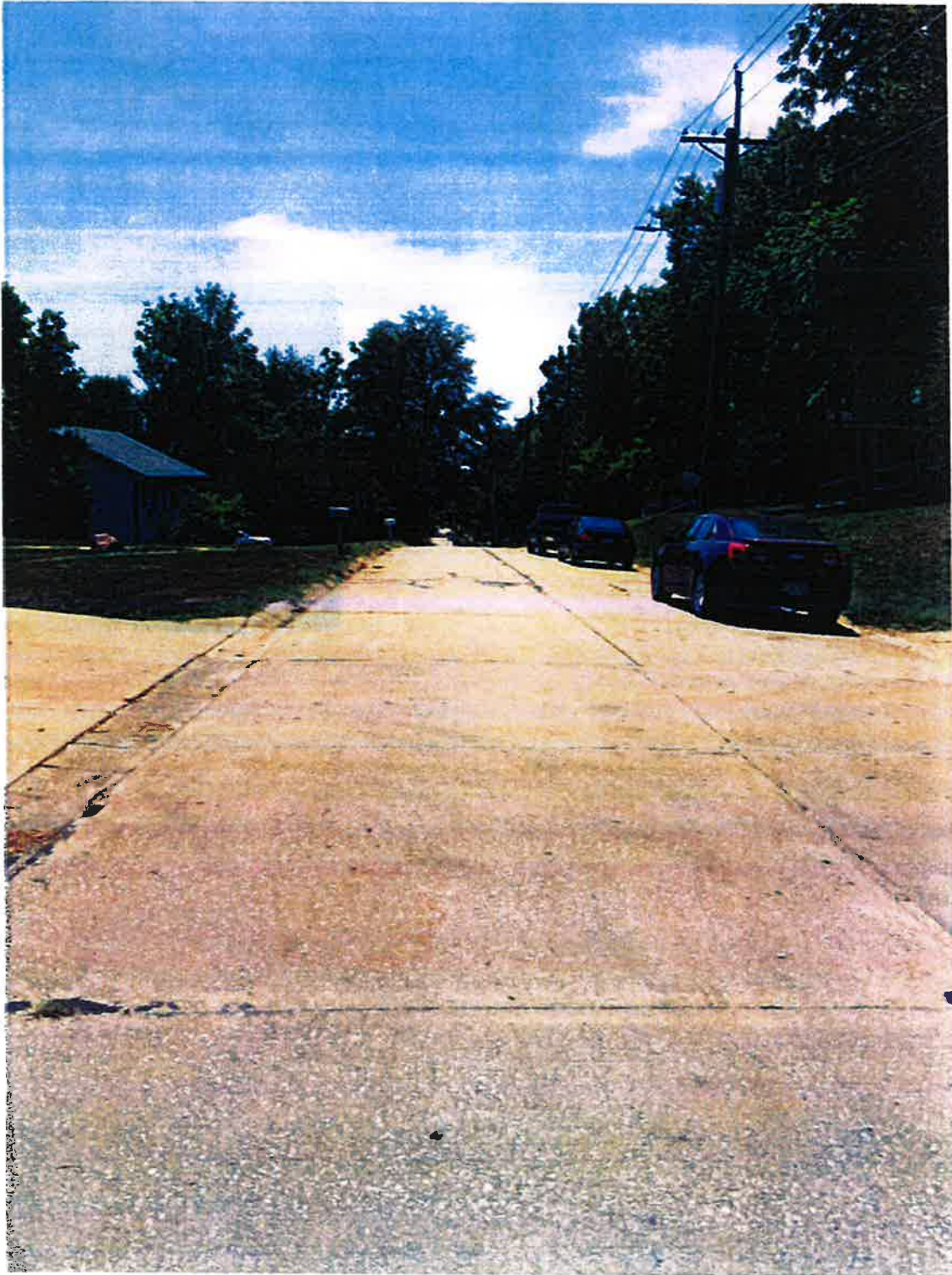
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Infrastructure Location 1



Location 2



Location 3



Location 3



Location 8



**Debris
Location 1**



Location 2



Location 3



Location 4



Site and Structures
Location 1



Location 3



Location 9



Location 10



Location 12



end

RESOLUTION 2021-38

WHEREAS, certain contiguous real property currently legally described as:

Lots 1 through 6, and Part of Lots 7 through 11A, lying South and West of Harvell Drive, Lots 11B and 12, Block 170; Lots 1 through 12, Block 171, Bellevue: vacated 17th Avenue between Jefferson Street and Franklin Street; and the adjacent rights-of-way of West 16th Avenue, Harvell Drive, Franklin Street, West 18th Avenue, and Jefferson Street, located in the Northeast ¼ of Section 36, T14N, R13E of the 6th P.M., Sarpy County Nebraska; and

WHEREAS, the Nebraska Community Development Law, (Sections 18-2103(3) and 18-2103(31) et seq., R.R.S. Neb.) (the “Act”), provides for Community Development Agencies to declare areas as substandard and blighted, and in need of redevelopment; and

WHEREAS, the Redevelopment Area is a combination of vacant and improved real estate which exhibits blighted and substandard conditions, as such terms and conditions are defined in and contemplated by the Act including, without limitation:

- (i) Conditions which are detrimental to the public health, safety, morals, and welfare of the community;
- (ii) Conditions which impair the sound growth of the community;
- (iii) The presence of deteriorating structures;
- (iv) Average age of residential structures in excess of 40 years; and

WHEREAS, these designations will provide for financing alternatives by the redevelopment authority for community purposes.

NOW, THEREFORE, be it resolved by the City Council for the City of Bellevue as follows:

1. That the City Council of the City of Bellevue finds it is in the best interest of the City of Bellevue, its residents and taxpayers that this Council should, and hereby does, find and declare and reaffirm that the Redevelopment Area is blighted and substandard and in need of development as such terms and conditions are defined in and contemplated by the Nebraska Community Development Law.

2. That the officers, employees and agents of the City are authorized and directed to undertake all lawful acts as shall be necessary or appropriate to implement this Resolution.

PASSED AND ADOPTED THIS 19th day of October 2021.

Rusty Hike, Mayor

Susan Kluthe, City Clerk

Susan Kluthe

10-19-2021

From: Connie Golden <cdgolden@hotmail.com>
Sent: Tuesday, October 5, 2021 8:42 AM
To: Susan Kluthe
Subject: Re: Need phone number to text some photos to for city council meeting.

I just sent all the text messages with the pictures. I tried to divide them into several so they all came over explaining where they are. Please watch for them. I left on my phone incase they are messed up getting there. I can re-send. Advise meeting times, we sent out a flyer with names but many want to come to the meetings also and are upset. Upset about being called substandard, I know a term but stil mad. Also about the traffice this will create and also taking down out little wooded area, we all love. Plus the animals that live there. Thank you again, Connie

From: Susan Kluthe <Susan.Kluthe@bellevue.net>
Sent: Monday, October 4, 2021 4:31 PM
To: 'Connie Golden' <cdgolden@hotmail.com>
Subject: RE: Need phone number to text some photos to for city council meeting.

You can send to my cell which is _____ and then we will figure it out tomorrow!

Thanks!

Susan Kluthe
City Clerk
City of Bellevue
1500 Wall Street
Bellevue, NE 68005
402.293.3007
susan.kluthe@bellevue.net

From: Connie Golden <cdgolden@hotmail.com>
Sent: Monday, October 4, 2021 4:29 PM
To: Susan Kluthe <Susan.Kluthe@bellevue.net>
Subject: Need phone number to text some photos to for city council meeting.

Kathy Welch and Bob Stinson both asked me to take pictures of the neighbors being impacted by Jefferson Place being built by Mercury Builders. I did that, it is on my phone. Can you give me a number I can use to send these pictures to you so you can put them up at the city council meeting. I believe it will be Oct 19th, then another one coming after that. They wanted them for the meeting that the public can speak for or against this project. It would be easier for me to just text them to you. I would send them in a couple text messages since there are several houses. Once this is done, I will just delete the phone number from my phone. My name is Connie Golden, I live at 1712 Franklin St. I was dragged into this by Mercury who wants to call us substandard. These photos I hope will shop otherwise. If you want to verify me sending these to you, talk to Don Preister or Bob Stinson. I appreciate it. Kathy wanted photos but printing them all would be costly

These are the homes affected on Franklin St by Jefferson place townhouses. It is an entire two block area Mercury contractors is trying to call substandard. Could you advise the date of the council meeting the public needs to be there? I may have to send more texts since so many pictures. Thank you.

Susan Kluthe

From: Susan Kluthe <
Sent: Tuesday, October 5, 2021 8:26 AM
To: Susan Kluthe



Susan Kluthe

From: Susan Kluthe <
Sent: Tuesday, October 5, 2021 8:26 AM
To: Susan Kluthe



Susan Kluthe

From: Susan Kluthe ·
Sent: Tuesday, October 5, 2021 8:26 AM
To: Susan Kluthe



Susan Kluthe

From: Susan Kluthe
Sent: Tuesday, October 5, 2021 8:27 AM
To: Susan Kluthe



Susan Kluthe

From: Susan Kluthe
Sent: Tuesday, October 5, 2021 8:27 AM
To: Susan Kluthe



Yes are on Franklin also. The last one on this text is my home. I put 2 of it because the side shows to the street also.

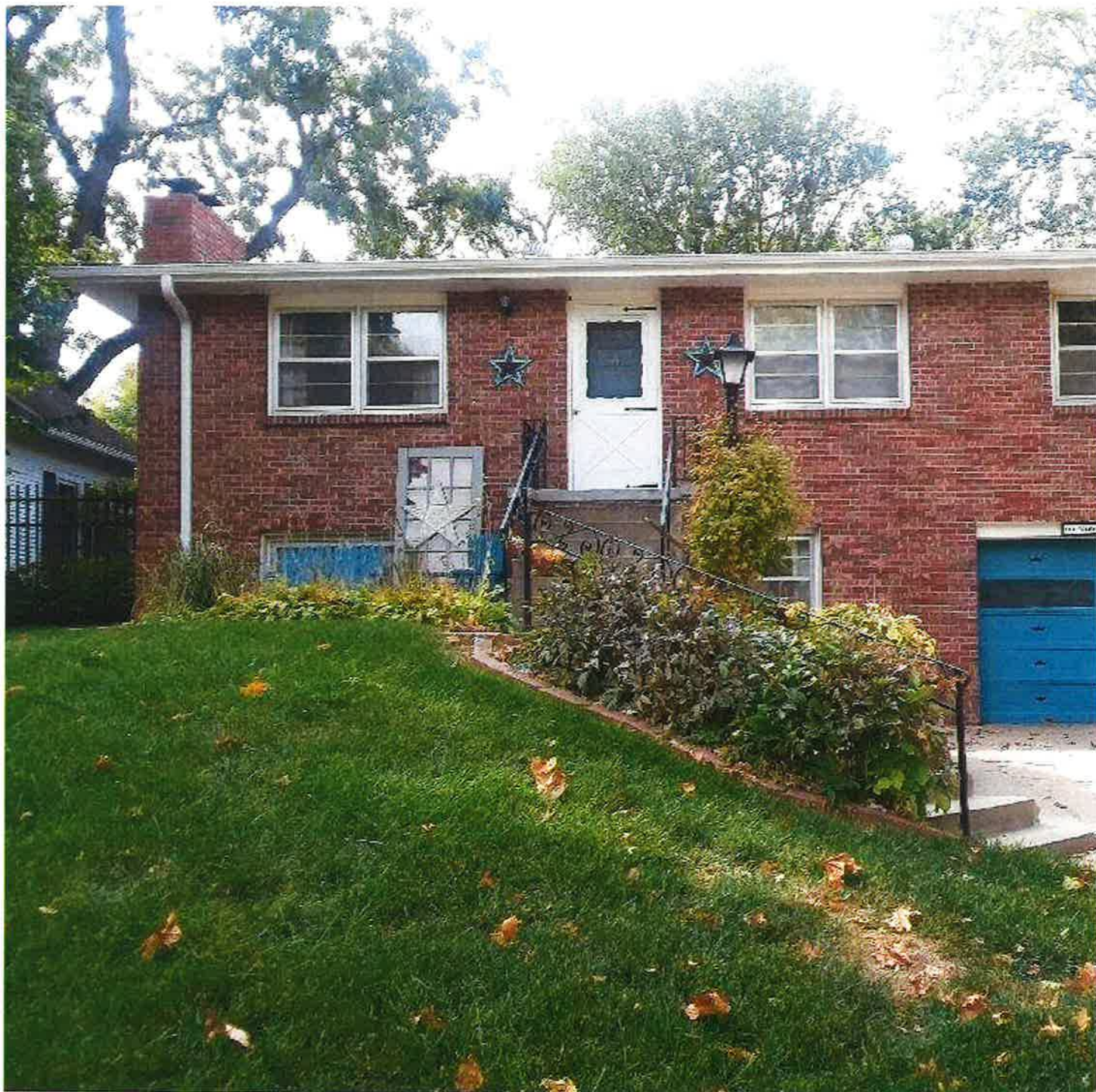
Susan Kluthe

From: Susan Kluthe
Sent: Tuesday, October 5, 2021 8:29 AM
To: Susan Kluthe



Susan Kluthe

From: Susan Kluthe
Sent: Tuesday, October 5, 2021 8:29 AM
To: Susan Kluthe



Susan Kluthe

From: Susan Kluthe
Sent: Tuesday, October 5, 2021 8:29 AM
To: Susan Kluthe



Susan Kluthe

From: Susan Kluthe <
Sent: Tuesday, October 5, 2021 8:29 AM
To: Susan Kluthe



This is the only house facing 18th ave. It is included in Mercury assessment.

Susan Kluthe

From: Susan Kluthe
Sent: Tuesday, October 5, 2021 8:30 AM
To: Susan Kluthe



These are the two homes on Jefferson st. They are included as substandard also. I do not agree any of our homes are substandard!

Susan Kluthe

From: Susan Kluthe
Sent: Tuesday, October 5, 2021 8:30 AM
To: Susan Kluthe



Susan Kluthe

From: Susan Kluthe <susan.kluthe@state.gov>
Sent: Tuesday, October 5, 2021 8:31 AM
To: Susan Kluthe



These are homes on Jefferson st. I guess not on their list but will be affected by this building project also. Many have come to all of the meetings. The first house will really be affected. The owner is right next to it!

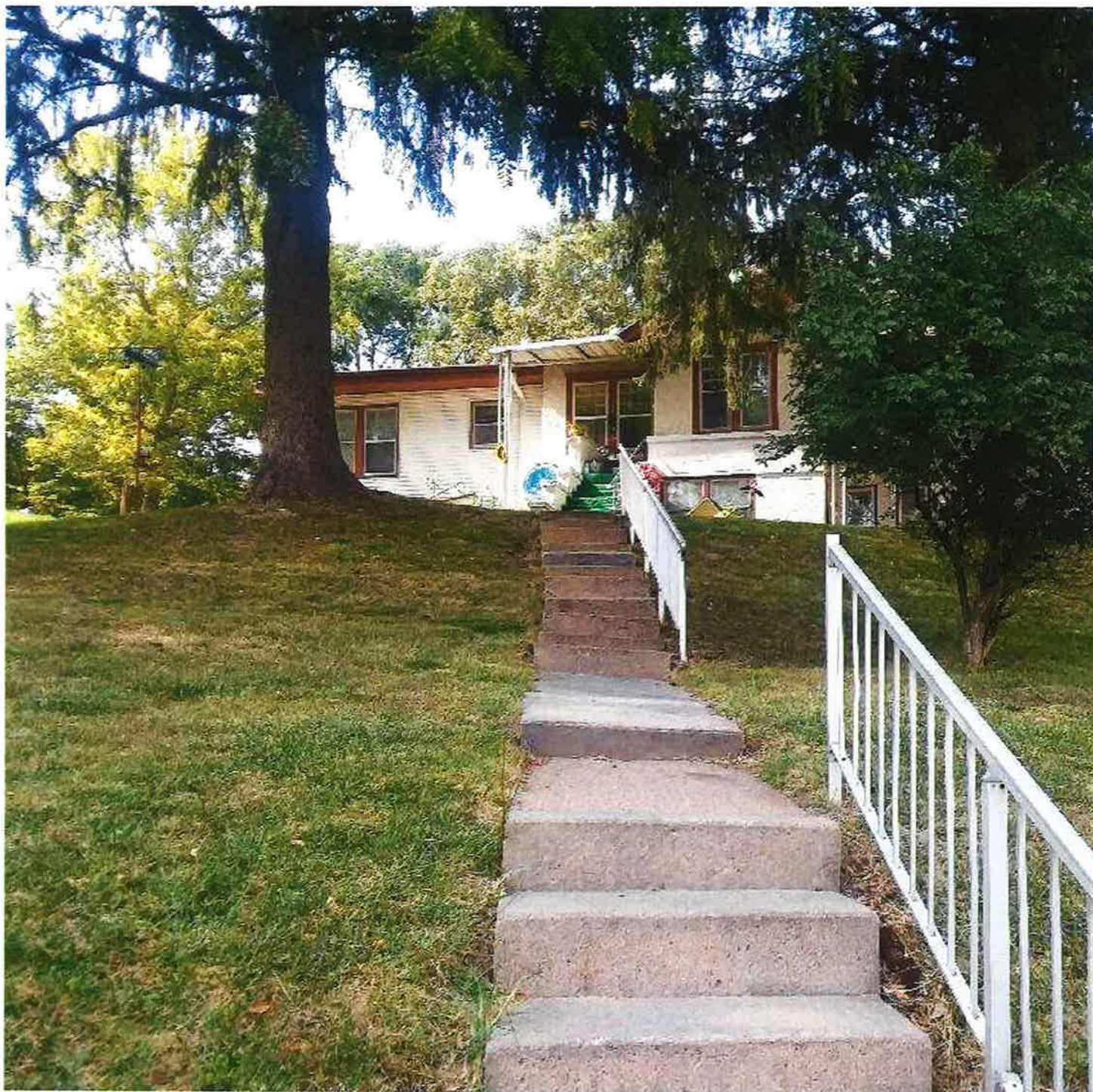
Susan Kluthe

From: Susan Kluthe
Sent: Tuesday, October 5, 2021 8:34 AM
To: Susan Kluthe



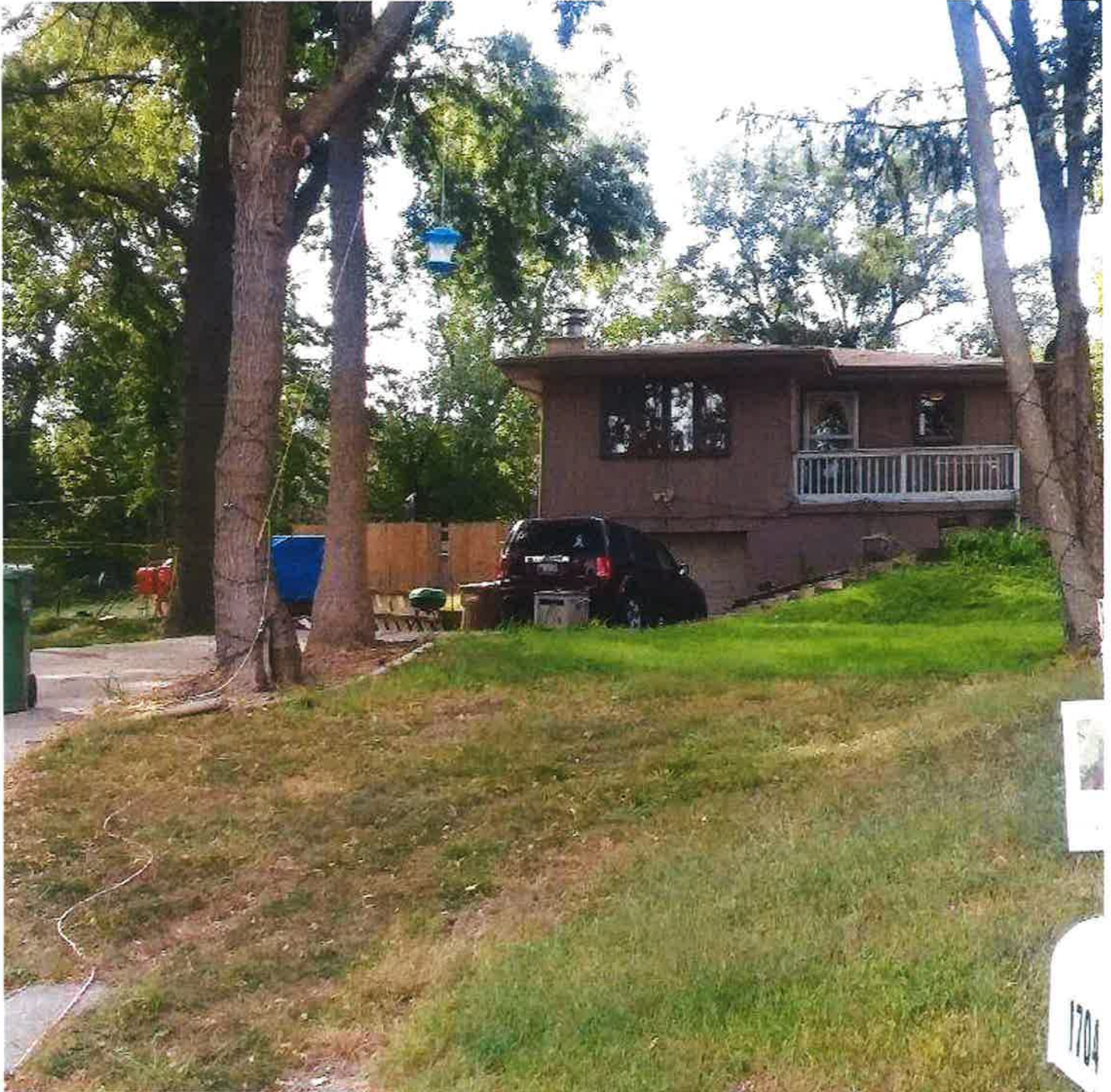
Susan Kluthe

From: Susan Kluthe <
Sent: Tuesday, October 5, 2021 8:34 AM
To: Susan Kluthe



Susan Kluthe

From: Susan Kluthe
Sent: Tuesday, October 5, 2021 8:34 AM
To: Susan Kluthe



Susan Kluthe

From: Susan Kluthe <
Sent: Tuesday, October 5, 2021 8:34 AM
To: Susan Kluthe



Susan Kluthe

From: Susan Kluthe
Sent: Tuesday, October 5, 2021 8:35 AM
To: Susan Kluthe



Susan Kluthe

From: Susan Kluthe <[\[redacted\]](#)>
Sent: Tuesday, October 5, 2021 8:35 AM
To: Susan Kluthe



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

**15a.
10/19/2021**

COUNCIL MEETING DATE: 10/19/2021		SUBMITTED BY: Tammi Palm,		Title: 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 checked="" type="checkbox"/>		CURRENT BUSINESS <input type="checkbox"/>		OTHER <input type="checkbox"/>	

SUBJECT:

Request to declare blighted and substandard Lots 1 through 6, and Part of Lots 7 through 11A, lying South and West of Harvell Drive, Lots 11B and 12, Block 170; Lots 1 through 12, Block 171, Bellevue; vacated 17th Avenue between Jefferson Street and Franklin Street; and the adjacent rights-of-way of West 16th Avenue, Harvell Drive, Franklin Street, West 18th Avenue, and Jefferson Street. Applicant: Mercury Builders and Contractors, Inc. General Location: West 18th Avenue and Jefferson Street.

SYNOPSIS/BACKGROUND:

Mercury Builders and Contractors, Inc. is requesting approval of a blighted and substandard designation for Lots 1 through 6, and Part of Lots 7 through 11A, lying South and West of Harvell Drive, Lots 11B and 12, Block 170; Lots 1 through 12, Block 171, Bellevue; vacated 17th Avenue between Jefferson Street and Franklin Street; and the adjacent rights-of-way of West 16th Avenue, Harvell Drive, Franklin Street, West 18th Avenue, and Jefferson Street. The area is located between West 18th Avenue and Jefferson Street. The proposed area is approximately 8 acres in total. The area consists of six undeveloped lots, and eleven lots with residential buildings built between 1916 and 1965. JEO Consulting Group, Inc prepared the blight and substandard study on behalf of the applicant.

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:

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

ATTACHMENTS:

- | | | |
|--|--|--|
| 1. <input type="text" value="Planning Commission Recommendation"/> | 2. <input type="text" value="Staff Memo"/> | 3. <input type="text" value="JEO Blight and Substandard Study"/> |
| 4. <input type="text" value="Resolution 2021-38"/> | 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 2021-38

WHEREAS, certain contiguous real property currently legally described as:

Lots 1 through 6, and Part of Lots 7 through 11A, lying South and West of Harvell Drive, Lots 11B and 12, Block 170; Lots 1 through 12, Block 171, Bellevue: vacated 17th Avenue between Jefferson Street and Franklin Street; and the adjacent rights-of-way of West 16th Avenue, Harvell Drive, Franklin Street, West 18th Avenue, and Jefferson Street, located in the Northeast ¼ of Section 36, T14N, R13E of the 6th P.M., Sarpy County Nebraska; and

WHEREAS, the Nebraska Community Development Law, (Sections 18-2103(3) and 18-2103(31) et seq., R.R.S. Neb.) (the "Act"), provides for Community Development Agencies to declare areas as substandard and blighted, and in need of redevelopment; and

WHEREAS, the Redevelopment Area is a combination of vacant and improved real estate which exhibits blighted and substandard conditions, as such terms and conditions are defined in and contemplated by the Act including, without limitation:

- (i) Conditions which are detrimental to the public health, safety, morals, and welfare of the community;
- (ii) Conditions which impair the sound growth of the community;
- (iii) The presence of deteriorating structures;
- (iv) Average age of residential structures in excess of 40 years; and

WHEREAS, these designations will provide for financing alternatives by the redevelopment authority for community purposes.

NOW, THEREFORE, be it resolved by the City Council for the City of Bellevue as follows:

1. That the City Council of the City of Bellevue finds it is in the best interest of the City of Bellevue, its residents and taxpayers that this Council should, and hereby does, find and declare and reaffirm that the Redevelopment Area is blighted and substandard and in need of development as such terms and conditions are defined in and contemplated by the Nebraska Community Development Law.

2. That the officers, employees and agents of the City are authorized and directed to undertake all lawful acts as shall be necessary or appropriate to implement this Resolution.

PASSED AND ADOPTED THIS 19th day of October 2021.

Rusty Hike, Mayor

Susan Kluthe, City Clerk

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

15b.
10/19/2021

COUNCIL MEETING DATE: 10/19/2021		SUBMITTED BY: 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 checked="" type="checkbox"/>		CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Bond Reimbursement Resolution for FYE2022 CIP

SYNOPSIS/BACKGROUND:

This resolution preserves the flexibility of the City to make preliminary payments from funds on hand and then, if it so chooses, to reimburse itself from bond proceeds if bonds are issued in the future. Adoption of this resolution does not require the City to issue any bonds nor does it create authority for financing any project.

FISCAL IMPACT: Up To \$14,000,000.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: Bond Reimbursements

START DATE: 10/20/2021 END DATE: 09/30/2022 PAYMENT DATE: INSURANCE REQUIRED: NO

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER: 4810

RECOMMENDATION:

We recommend adoption of this resolution to preserve the City's flexibility in financing capital improvements.

ATTACHMENTS:

1. Resolution No. 2021-39 2. 3. 4. 5. 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

[Handwritten signatures]

RESOLUTION NO. 2021-39

WHEREAS, the Mayor and City Council of the City of Bellevue, Nebraska, during a regular meeting of the City Council, conducted a public hearing at 6:00 p.m. on August 17, 2021, in the Council Chambers at Bellevue City Hall, 1500 Wall Street, on the proposed City of Bellevue Fiscal Year 2022 Capital Improvement Plan, and

WHEREAS, the proposed Capital Improvement Plan was reviewed by the Mayor and City Council and opportunity for public testimony was given and received, and

WHEREAS, the projects listed below are included in the 2022 Capital Improvement Plan (Attachment A).

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Bellevue, Nebraska, as follows:

Section 1. That the Mayor and City Council of the City of Bellevue, Nebraska, do hereby declare this resolution to the City's official declaration of intent under Internal Revenue Code Regulation Section 1.150-2 to provide for the incurring of indebtedness which may include reimbursements of expenditures made by the City in connection with costs incurred in connection with the purchase/renovation of a library facility of the City of which the preliminary estimate of debt contemplated to be issued for such library project exceeds \$4,000,000.00 and, additionally, various street improvement projects for the City, which may include the street improvement projects listed on Exhibit A attached hereto, of which the preliminary estimate of debt contemplated to be issued for such street projects exceeds \$10,000,000.00.

Section 2. That up to the expenditure of the full amount of such project described within this Resolution, the City may advance funds as may be necessary for meeting the immediate costs of such project. It is the intent of the Mayor and City Council that the City shall reimburse such expenditures, as may be made from general funds on hand, from the proceeds of the issuance of its debt obligations.

Section 3. That the City Clerk shall make a copy of this Resolution available for public inspection at the main office of the City at all times during normal business hours within ten days after the adoption hereof. Such copies shall remain available for public inspection at all such times until the bonds or such other tax-exempt obligations contemplated herein are issued.

DATED this ____ day of _____, 2021.

Rusty Hike, Mayor

ATTEST:

Susan Kluthe, City Clerk

**ATTACHMENT A
CITY OF BELLEVUE CAPITAL IMPROVEMENT PLAN (EXCERPT)
Projects and Spending Eligible for Bonding Reimbursement**

FISCAL YEAR 2022

DEPARTMENT/PROJECT	TOTAL COST
Library	
LI 22(1) Library renovation project	\$ 4,000,000.00
Streets	
ST 22(1) Major Street Resurfacing (MAPA/NDOT AC Funding)	\$ 3,750,000.00
ST 22(3) 2022 Overlay Projects	\$ 350,000.00
ST 22(4) 2022 Reconstruction Projects	\$ 2,935,000.00
ST 22(5) South 36th Street	\$ 9,050,000.00
ST 22(6) Bridge Repairs	\$ 1,770,000.00
ST 22(7) Drainage Improvements	\$ 80,000.00
ST 22(10) Road Construction	\$ 80,000.00
Street Projects and Spending Total	\$ 18,015,000.00

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 10/19/2021		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 Hunting Regulations - Lt. Kurt Stroehrer or 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 archer season of 9/1/2021 through 12/31/2021 must fill out application and provide documentation they have permission from property owner, provide a sketch of how they 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: N/A END DATE: N/A PAYMENT DATE: N/A INSURANCE REQUIRED: NO

CIP PROJECT NAME: N/A CIP PROJECT NAME: N/A

STREET DISTRICT NAME (S): N/A STREET DISTRICT NUMBER (S): N/A

ACCOUNTING DISTRIBUTION CODE: N/A ACCOUNT NUMBER: N/A

RECOMMENDATION:

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.

ATTACHMENTS:

- Listing for approval
-
-
-
-
-

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

[Handwritten signatures]

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16b.
10/19/2021

COUNCIL MEETING DATE: 10/19/2021		SUBMITTED BY: Susan Kluthe, City Clerk		
AGENDA ITEM:		CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>		
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>		

SUBJECT:

Approval of the Redevelopment Agreement and Redevelopment Promissory Note for Hillcrest Freedom Village, LLC.

SYNOPSIS/BACKGROUND:

The approval of the Redevelopment Agreement and Redevelopment Promissory Note are the final City approvals necessary to implement the redevelopment plan for Hillcrest Freedom Village, LLC. These documents provide for the use of Tax Increment Financing, in the principal amount of \$2,609,077. On September 7, 2021 the city approved the Redevelopment Plan, by Resolution #2021-26, for Multi-Family Housing at 1811 Harlan Drive, Lot 7, Tiller's 4th Addition. The Redevelopment Plan proposes the construction of a new 28 unit apartment along with seven 4-plex townhome-style units.

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:

Approval of the Redevelopment Agreement and Redevelopment Promissory Note, allowing up to \$2,609,077, plus accrued interest, to offset TIF eligible expenses, for Hillcrest Freedom Village, LLC.

ATTACHMENTS:

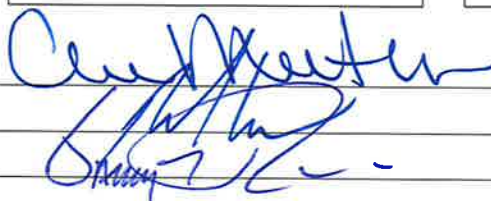
1. <input type="text" value="Redevelopment Agreement"/>	2. <input type="text" value="Redevelopment Promissory Note"/>	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____



REDEVELOPMENT AGREEMENT

THIS AGREEMENT is entered into by and between the City of Bellevue, Nebraska, a Nebraska Municipal Corporation (the "City"), and Hillcrest Freedom Village, LLC, a Nebraska limited liability company ("Owner").

RECITALS:

WHEREAS, on September 7, 2021, by Resolution No. 2021-26, the City Council of the City of Bellevue approved the Redevelopment Plan for Multi-Family Housing at 1811 Harlan Drive, Lot 7, Tiller's 4th Addition, a Subdivision as surveyed, platted and recorded in Sarpy County, Nebraska (the "Redevelopment Plan"), which Redevelopment Plan proposes the construction of an active adult community development with a new 28 unit apartment building along with seven, 4-plex townhome-style units with community amenities as shown on the site plan attached hereto as Exhibit "A", which is attached hereto and made a part hereof (the "Site Plan"); and,

WHEREAS, the Redevelopment Plan recommends allowing up to \$2,609,077, plus accrued interest, to offset TIF eligible expenses, as allowed by the Community Redevelopment Law, for acquisition, demolition, site preparation, public improvements, architectural and engineering fees and any public improvements, as required, for a project with total projected valuation of \$12,500,000 for real estate tax purposes; and,

WHEREAS, this Agreement is a redevelopment agreement prepared pursuant to the Nebraska Community Development Law in order to implement the above-referenced Redevelopment Plan, and contemplates the use of the excess ad valorem taxes generated by such development.

IN CONSIDERATION OF THESE MUTUAL COVENANTS, THE PARTIES AGREE AS FOLLOWS:

SECTION 1. DEFINITIONS

The following terms, whether plural or singular, shall have the following meanings for purposes of this Agreement.

- 1.1 "Base Year" and "Base Year Valuation" shall mean the year prior to the calendar year that the division of the property tax levied on the Redevelopment Site is to become effective. It is established by the Notice to Divide Tax for Community Redevelopment Project ("Notice to Divide") form prepared by the City of Bellevue, which establishes the valuation for the base amount and the calendar year that division of real property tax levied is to become effective. For purposes of this Agreement, the parties agree the Base Year and associated Base Year Valuation shall be established on January 1, 2021.
- 1.2 "City" shall mean the City of Bellevue, Nebraska, a Municipal Corporation of the metropolitan class or such successor entity lawfully established pursuant to the applicable provision of the Nebraska Community Development Law.

- 1.3 "Community Redevelopment Law" shall mean the Community Redevelopment Law of the State of Nebraska (Chapter 18, Article 21, Sections 18-2101, et. seq.), as supplemented by and including Sections 18-2147 to 18-2153, Reissue Revised Statutes of Nebraska, 1943, as amended.
- 1.4 "Director" shall mean the Director of the City of Bellevue Planning Department.
- 1.5 "Division Date" shall mean the agreed upon date after which any ad valorem real estate taxes levied upon the Redevelopment Site shall be divided by the Sarpy County Assessor pursuant to the Community Redevelopment Law and the Notice to Divide. For purposes of this Agreement, the parties agree the Division Date shall be January 1, 2022.
- 1.6 "Excess ad valorem Taxes" shall mean any ad valorem real estate tax levied upon and generated by the real property in the Redevelopment Site after the Division Date (at the rate fixed each year by or for each of the hereinafter defined public bodies) by or for the benefit of the State of Nebraska, the City, and any board, commission, authority, district or any other political subdivision or public body of the State of Nebraska (collectively "public bodies") in excess of any ad valorem real estate tax generated by the levy on the Base Year Valuation.
- 1.7 "Owner" shall mean Hillcrest Freedom Village, LLC.
- 1.8 "Redevelopment Project" shall mean the Multi-Family Housing project at 1811 Harlan Drive, Lot 7, Tiller's 4th Addition, a Subdivision as surveyed, platted and recorded in Sarpy County, Nebraska, proposing the construction of an active adult community development with a new 28 unit apartment building along with seven, 4-plex townhome-style units with community amenities as shown on the site plan attached hereto as Exhibit "A" and incorporated herein.
- 1.9 "Redevelopment Promissory Note" or "Note" shall mean any obligation issued by the City in the form of Exhibit "B" attached hereto and incorporated herein by reference, which shall be in the principal amount set forth in such Exhibit ("Redevelopment Loan Proceeds") and which shall be repaid from and secured by the Excess ad valorem Taxes generated by the real property within the Redevelopment Site.
- 1.9 "Redevelopment Plan" shall mean the Redevelopment Plan for Multi-Family Housing at 1811 Harlan Drive approved by the City Council of the City of Bellevue on September 7, 2021, by Resolution No. 2021-26.
- 1.10 "Redevelopment Site" shall mean the real property legally described on Exhibit "C", attached hereto and incorporated herein, and all adjacent public right-of-ways.

SECTION 2. OBLIGATIONS OF THE CITY

The City shall:

- 2.1 execute and deliver to the Owner at closing the Redevelopment Promissory Note in substantially the same form as that which is attached hereto as Exhibit "B".
- 2.2 grant Redevelopment Loan Proceeds for TIF eligible expenses, including any public improvements, to the Owner in an amount not to exceed \$2,609,077, plus accrued interest at the rate of 4.50% per annum.
- 2.3 establish a special fund, as required under Section 18-2147(b) of the Nebraska Revised Statutes, for the Excess ad valorem Taxes, if any, generated by the Redevelopment Project and the Redevelopment Site, which shall be allocated to and, when collected, paid into this special fund, and shall be used for no other purpose than to pay debt retirement principal and interest as required by the Redevelopment Promissory Note. Interest on monies in the special fund shall accrue first to debt retirement interest and then to principal.
- 2.4 ensure that prior to expenditure or disbursement of Redevelopment Loan Proceeds, the following shall be obtained, to wit:
 - 2.4.1 Owner shall provide the Director with evidence, acceptable to the Director, in their sole discretion, that sufficient private funds have been committed to complete the Redevelopment Project.
 - 2.4.2 Owner shall provide evidence of, and maintain, adequate performance and labor materials bonds during the period of construction of the project. The City shall be specified as a co-obligee.
- 2.5 make payments, as required by this Redevelopment Agreement and the Redevelopment Promissory Note, of the Excess ad valorem Taxes held in the special fund called for in Section 2.3 above. All Excess ad valorem Taxes shall be allocated, and when collected, paid into the special fund for a period not to exceed fifteen (15) calendar years after the Division Date. Under no circumstance shall the Owner receive payments from the special fund for more than fifteen (15) years of Excess ad valorem Taxes (i.e. thirty (30) semi-annual installments) after the Division Date or after such time as the Redevelopment Promissory Note has been paid in full.

The City and Owner acknowledge and agree that the Owner shall receive the benefit of the Redevelopment Loan Proceeds, as limited to eligible expenses allowed by the Community Redevelopment Law, with the understanding that the Excess ad valorem Taxes and resulting Redevelopment Loan Proceeds may not be available for each and every installment or may not be sufficient to fully amortize the Redevelopment Promissory Note issued by the City.

- 2.6 grant the entire amount of the Redevelopment Loan proceeds to the Owner for costs of improving and redeveloping the Redevelopment Site, as allowed by law, including, but not limited to, those estimated eligible costs set forth on Exhibit "D", attached hereto, within the Redevelopment Area. Expenses identified on Exhibit "D" are a reasonably accurate estimate of the eligible expenses for the Redevelopment Project.

SECTION 3. OBLIGATIONS OF THE OWNER

The Owner shall:

- 3.1 complete the Redevelopment Project on or before January 1, 2023.
- 3.2 cause all real estate taxes and assessments levied on the Redevelopment Site and Redevelopment Project to be paid prior to the time such become delinquent.
- 3.3 loan redevelopment funds to the City in the principal amount of \$2,609,077, plus accrued interest, as set forth in Section 2.2, which, when combined with other private funds available, will be sufficient to construct the Redevelopment Project. Execution and delivery of the Redevelopment Promissory Note shall be at closing, which shall be as soon as reasonably possible after execution of this Agreement but not more than 60 days thereafter. At closing, the loan to be accomplished by this Section and the obligation of the City to use the Redevelopment Loan Proceeds for redevelopment purposes under Section 2.2 may be accomplished by offset so that the Owner retains the Redevelopment Loan Proceeds. If the City so requests, the Owner shall, from time-to-time, furnish the City with satisfactory evidence as to the use and application of the Redevelopment Loan Proceeds.
 - 3.3.1 Such loan funds shall be disbursed as provided in Section 2.
 - 3.3.2 Such loan shall bear a 4.50% interest rate.
 - 3.3.3 The principal shall be repaid by the City from the special fund established pursuant to Section 2.3 to collect and hold Excess ad valorem Taxes, pursuant to the Redevelopment Plan and Section 18-2147 of the Nebraska Revised Statutes, as they become collected in such fund and available to the City for such use. To the extent such excess ad valorem taxes are insufficient or unavailable to the City, the loan shall be forgiven and the obligations of the Owner shall remain unaffected.
- 3.4 provide the City with quarterly progress reports during the construction of the Redevelopment Project and allow the City reasonable access, upon written request to Owner, to any relevant financial records pertaining to the Redevelopment Project.
- 3.5 during the period that the Redevelopment Promissory Note is outstanding:
 - 3.5.1 not protest for a reduction in the real estate improvement valuation on the Redevelopment Site certified as of January 1, 2021 (Base Year) or less prior to and during construction; and not protest for a reduction in the real estate improvement base valuation on the Redevelopment Site certified as of January 1, 2021 (Base Year) **plus \$12,500,000 (excess valuation)** or less after substantial completion or occupancy of the Redevelopment Project. **The covenant agreed to herein is for the benefit of, and binding upon, both the City and the Owner and any successors and**

assigns, but all parties acknowledge that the excess valuation agreed to herein is not binding on the Sarpy County Assessor and that any partial or full valuation designated by the Sarpy County Assessor may not be an amount sufficient to produce Excess ad valorem Taxes necessary on an annual basis to amortize the Redevelopment Promissory Note. Notwithstanding the foregoing, the City acknowledges and agrees that in the event that the property tax valuations for the Redevelopment Site are reduced below the base valuation amount specified in this Section 3.5.1, the Parties agree to utilize the reduced base level as the "base level" for purposes of calculating the Excess ad valorem Taxes, and the amount of the TIF Financing available to the Owner may be increased accordingly;

3.5.2 not convey the Redevelopment Site or structures thereon to any entity which would be exempt from the payment of real estate taxes, not apply for exemption of real estate taxes from the county or the state, or cause the nonpayment of such real estate taxes; if the county and/or state award the exemption of real estate taxes, this Redevelopment Agreement and its associated Redevelopment Promissory Note will be rendered void and cancelled;

3.5.3 not apply to the Sarpy County Assessor for the structures, or any portion thereof, to be taxed separately from the underlying real property encompassed within the Redevelopment Site;

3.5.4 maintain insurance for ninety percent (90%) of the full value of the structures on the Redevelopment Site;

3.5.5 in the event of casualty, apply such insurance proceeds to the reconstruction of the Redevelopment Project, to the extent permitted by Owner's mortgage lender, and

3.5.6 cause all real estate taxes and assessments levied on the Redevelopment Site to be paid *prior to* the time such become delinquent. The Owner acknowledges and agrees that any portion of the Excess ad valorem Taxes levied in the fifteenth year under this Redevelopment Agreement that become delinquent shall be forfeited and returned to the appropriate public bodies.

In the event the Owner violates or breaches any of the agreements, representations or covenants in this section, the Owner may be required by the City to surrender any remaining amount outstanding of the Redevelopment Promissory Note, after reasonable notice and opportunity to cure. Each of the foregoing covenants shall be referenced in a Notice of Redevelopment Agreement to be recorded by the Owner with the Sarpy County, Nebraska Register of Deeds within sixty (60) days of the execution of this Redevelopment Agreement. The Owner shall include the same covenants and restrictions agreed to above in any conveyance of the Redevelopment Site, or any portion thereof, including but not limited to, any sale, assignment, sale-leaseback or other such transfer of the property, but shall not be responsible otherwise for the actions of the third parties if these covenants are breached by such third parties if the Owner no longer owns

the Redevelopment Site.

- 3.6 shall provide the City of Bellevue Finance Department with an executed copy of the Redevelopment Promissory Note prior to disbursement of any proceeds for repayment of such Note pursuant to Section 2.5, so that such payment can be noted on the Note and the Note returned to Owner.
- 3.7 the Owner shall provide the City with a penal bond as may be required by Section 18-2151 of the Community Redevelopment Law. A reasonably sufficient payment and performance bond from the Owner's general contractor or contractors will satisfy this requirement.
- 3.8 install and construct all of the public infrastructure improvements related to the Redevelopment Project approved by the City Council of the City of Bellevue on September 7, 2021, by Resolution No. 2021-26, in coordination with the Owner's development team, the City of Bellevue Planning Department – Urban Design, and the City of Bellevue Public Works Department as referenced in the Redevelopment Plan, and as subsequently modified to comply with City of Bellevue requirements.

SECTION 4. PROVISIONS OF THE AGREEMENT

- 4.1 Non-discrimination. The Owner shall not, in the performance of this Agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, color, sex, age, political or religious opinions, affiliations or national origin.
- 4.2 Captions. Captions used in this Agreement are for convenience and are not used in the construction of this Agreement.
- 4.3 Applicable Law. Parties to this Agreement shall conform with all existing and applicable city ordinances, resolutions, state laws, federal laws, and all existing and applicable rules and regulations. Nebraska law will govern the terms and the performance under this Agreement.
- 4.4 Interest to the City. No elected official or any officer or employee of the City of Bellevue shall have a financial interest, direct or indirect, in any City of Bellevue Agreement. Any violation of this section with the knowledge of the person or corporation contracting with the City of Bellevue shall render the Agreement voidable by the Mayor or Council.
- 4.5 Merger. This Agreement shall not be merged into any other oral or written Agreement, lease or deed of any type.
- 4.6 Administrative Amendments. The parties hereto recognize that certain administrative amendments may need to be made to this Agreement in order to carry out the intent of this Agreement and the Redevelopment Plan. The parties hereto recognize that any such minor amendments to this Agreement negotiated and executed by the parties' respective representatives, other than those defined in §18-2117 of the Community Redevelopment Law, shall be considered and

treated as administrative in nature and not as a legislative amendment to this Agreement or the Redevelopment Plan. However, amendments of the following types shall be referred to the City Council for approval:

- (1) Those that materially alter or reduce existing areas or structures otherwise available for public use or access;
- (2) Those that require the expenditure of \$75,000.00 or more of City funds above the levels contained in this Agreement;
- (3) Those that increase City loans, bonded indebtedness, deferred payments of any types, or other financial obligations above the levels contained in this Agreement; and
- (4) Those otherwise considered major or material in the reasonable discretion of the City.

4.7 Modification. This Agreement contains the entire agreement of the parties. No representations were made or relied upon by either party other than those that are expressly set forth herein. No agent, employee or other representative of either party is empowered to alter any of the terms herein unless done in writing and signed by an authorized officer of the respective parties.

4.8 Assignment. The Owner may not assign its rights under this Agreement without the express prior written consent of the City; such consent not to be unreasonably withheld. The Mayor may, without City Council approval, approve, in writing, the assignment of all rights hereunder to a successor entity owned by, or under common control with Owner.

4.9 Strict Compliance. All provisions of this Agreement and each and every document that shall be attached shall be strictly complied with as written, and no substitution or change shall be made except upon written direction from authorized representatives of the parties.

4.10 Binding Effect. This Agreement shall be binding upon the Owner's successors and assigns, and shall run with the land described in Exhibit "C", attached hereto, to the benefit of the City of Bellevue.

SECTION 5. AUTHORIZED REPRESENTATIVE

In further consideration of the mutual covenants herein contained, the parties hereto expressly agree that for the purposes of notice, including legal service of process, during the term of this Agreement and for the period of any applicable statute of limitations thereafter, the following named individuals shall be the authorized representatives of the parties:

(1) City of Bellevue:

Tammi Palm, Planning Director
City Planning Department
1510 Wall Street
Bellevue, NE 68005

Legal Service, c/o City Clerk
1510 Wall Street
Bellevue, NE 68005

- (2) Owner:
Hillcrest Freedom Village, LLC
Attn: Jolene Roberts
1902 Harlan Drive
Bellevue, NE 68005

Either party may designate additional representatives or substitute representatives by giving written notice thereof to the designated representative of the other party.

Executed this ____ day of _____, 20__.

ATTEST:

CITY OF BELLEVUE, NEBRASKA:

CITY CLERK OF THE CITY OF BELLEVUE

MAYOR OF THE CITY OF BELLEVUE

APPROVED AS TO FORM:

CITY ATTORNEY

Executed this 30 day of September, 2021.

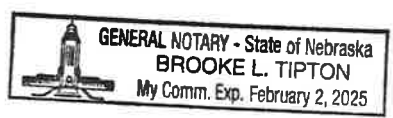
OWNER:

Hillcrest Freedom Village, LLC, a Nebraska limited liability company,

By: Jolene Roberts
Name: Jolene Roberts
Title: Managing Director

STATE OF NEBRASKA)
)ss.
COUNTY OF SARPY)

Jolene Roberts acknowledged the foregoing Redevelopment Agreement before me this 30 day of September, 2021.



[Signature]
Notary Public, State of Nebraska

EXHIBIT "A"
SITE PLAN

EXHIBIT "B"

THIS BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (THE "33 ACT") AND MAY NOT BE TRANSFERRED, ASSIGNED, SOLD OR HYPOTHECATED UNLESS A REGISTRATION STATEMENT UNDER THE '33 ACT SHALL BE IN EFFECT WITH RESPECT THERETO AND THERE SHALL HAVE BEEN COMPLIANCE WITH THE '33 ACT AND ALL APPLICABLE RULES AND REGULATIONS THEREUNDER, OR THERE SHALL HAVE BEEN DELIVERED TO THE CITY OF BELLEVUE PRIOR TO TRANSFER, ASSIGNMENT, SALE OR HYPOTHECATION AN OPINION OF COUNSEL, SATISFACTORY TO THE CITY OF BELLEVUE TO THE EFFECT THAT REGISTRATION UNDER THE '33 ACT IS NOT REQUIRED.

REDEVELOPMENT PROMISSORY NOTE

\$2,609,077.00

_____, 202_

FOR VALUE RECEIVED, the undersigned Borrower promises to pay to Freedom Village, LLC, a Nebraska limited liability company, whose address is 1902 Harlan Drive, Bellevue, NE 68005, and/or its assigns ("Holder"), the principal sum of Two Million Six Hundred Nine Thousand Seventy Seven and No/100th (\$2,609,077.00) Dollars, together with interest thereon at the rate of Four and 75/100ths percent (4.50%) per annum from the date of the execution of this Note until paid in full. The principal balance and interest thereon shall be due and payable to the holder of said Redevelopment Promissory Note as and at such time as any excess ad valorem taxes generated by the Redevelopment Project as set forth in that certain Redevelopment Agreement dated _____, 202__, by and between the Borrower and Holder (as revised, the "Redevelopment Agreement") are collected by the City of Bellevue, Nebraska, and available for the retirement of this debt. All payments shall be applied first to interest and then to the principal sum of this Note.

In the event of default under said Redevelopment Promissory Note, all sums secured by this Note or any other agreement securing this Note shall bear interest at a rate equal to six percent (6.00%) above the national prime rate as published by the *Wallstreet Journal*; however, in the event said interest rate exceeds the maximum rate allowable by law then such rate of interest shall equal the highest legal rate available.

Borrower may prepay the principal amount outstanding in whole or in part, without the prior consent of the Holder.

In the event the monies collected and held in that special fund established under Section 18-2147 of the Nebraska Revised Statutes and pursuant to the Redevelopment Agreement are insufficient to pay in full all amounts due and owing at a date fifteen (15) years from January 1, 2022, and all excess ad valorem taxes generated by the Redevelopment Project, as set forth in the Redevelopment Agreement, have been collected by the City of Bellevue, Nebraska, and have been paid, immediately upon being available, towards the retirement of the amounts due hereunder, then, at said date fifteen (15) years from January 1, 2022, the Holder shall waive any unpaid portion of the principal and interest due upon written request of the City of Bellevue, Nebraska.

In the event this Note is referred to an attorney for collection the Holder shall be entitled to reasonable attorney fees allowable by law and all court costs and other expenses incurred in connection with such collection.

The Borrower shall be in default in the event the Borrower shall fail to pay, when due, any amount required hereunder.

Unless prohibited by law, the Holder may, at its option, declare the entire unpaid balance of principal and interest immediately due and payable without notice or demand at any time after default, as such term is defined in the Redevelopment Agreement.

Holder may at any time before or after default, exercise its right to set off all or any portion of the indebtedness evidenced hereby against any liability or indebtedness of the Holder to the Borrower without prior notice to the Borrower.

Demand, presentment, protest and notice of nonpayment under this Note are hereby waived.

No delay or omission on the part of the Holder in exercising any remedy, right or option under this Note shall operate as a waiver of such remedy, right or option. In any event, a waiver on any one occasion shall not be construed as a waiver or bar to any such remedy, right or option on a future occasion.

Any notice provided for in this Note to the Borrower or the Holder shall be in writing and shall be given by regular mail to the Holder or Borrower, or at such other address as either party may designate by notice in writing.

This Note shall be governed by and construed in accordance with the laws of the State of Nebraska. All payments hereunder shall be payable in lawful money of the United States of America and shall be legal tender for public and private debts at the time of payment.

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

By: _____
Mayor of the City of Bellevue

ATTEST:

APPROVED AS TO FORM:

City Clerk of the City of Bellevue

City Attorney

EXHIBIT "C"
REDEVELOPMENT SITE

Lot 7, Tiller's 4th Addition, a Subdivision as surveyed, platted and recorded in Sarpy County,
Nebraska.

Parcel Number: 010449779

EXHIBIT "D"
TIF ELIGIBLE EXPENSES

SUMMARY OF TIF ELIGIBLE EXPENSES

The Project: FREEDOM VILLAGE

<u>Description</u>	<u>Costs</u>
Earthwork & Erosion Control	\$245,750
Site Paving	416,037
Site Improvements	190,753
Landscaping, Irrigation, & Sod	181,000
Site Utilities	424,500
Architectural Fees	501,068
TIF Application Costs/ Legal Fees	30,000
Engineering Fees	120,000
Construction Contingency	331,865
<i>Land Acquisition</i>	1,960,200
TOTAL:	\$4,401,173

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16c.
10/19/2021

COUNCIL MEETING DATE: 10/18/2021		SUBMITTED BY: Chief Clary	
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:

Police Vehicle Purchase

SYNOPSIS/BACKGROUND:

The Police Department has added additional personnel positions requiring the need for an increase in its Vehicle Fleet. Money was approved for this purchase in the 2021/22 CIP Plan.

FISCAL IMPACT: \$261,987.00 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:		
CONTRACT EFFECTIVE DATE:	CONTRACT TERM:	CONTRACT END DATE:
PROJECT NAME:		
START DATE:	END DATE:	PAYMENT DATE:
INSURANCE REQUIRED: NO		
CIP PROJECT NAME: Vehicle Purchase	CIP PROJECT NUMBER: 7110 (132205)	
STREET DISTRICT NAME (S):	STREET DISTRICT NUMBER (S):	
ACCOUNTING DISTRIBUTION CODE: 7110	ACCOUNT NUMBER: CIPP022(01) Project 1350	

RECOMMENDATION:

Recommend Approval to purchase new vehicles for the Police Department Fleet, not to exceed \$261,987.00.

ATTACHMENTS:

- | | | |
|------------------------|----------------------------|----------------------------|
| 1. Vehicle Fleet Memo | 2. Anderson Ford Bid Sheet | 3. Sid Dillon GM Bid Sheet |
| 4. State Bid Contracts | 5. | 6. |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

BELLEVUE POLICE DEPARTMENT
MEMORANDUM



TO: Chief Clary
FROM: Capt. Dargy
SUBJECT: 2021/22 Vehicle Purchases
DATE: 09/28/21

We have \$260,000.00 in the Capital Improvement Project for the purchase of new vehicles. I have included for your review the number of vehicles requested and vehicle assignments. These are additions and no vehicles currently in the fleet will be replaced this fiscal year.

2022 Police Hybrid Utility Vehicles \$37,743.00 @5 = \$188,715.00

- 4 Units will be individually assigned to Officers in Pro Active Patrol
- 1 Unit will be assigned to Pro Active Patrol Sergeant

2022 Ford Explorer Civilian Vehicle \$27,745.00 @2 = \$55,490.00

- Support Division Commander
- Assistant Chief

2022 Chevy Malibu \$17,782.00 @1 = \$17,782.00

- General Investigator

Total Vehicle Price: \$ 261,987.00

BELLEVUE POLICE DEPARTMENT MEMORANDUM

CONTINUED:

DATE:

CIP Allocated: \$ 260,000.00

Difference -\$1,987.00

If you have any questions, please let me know.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Dargy", with a long horizontal flourish extending to the right.

Captain Dargy



Capt. Tom Dargy

Bellevue Police Dept
1510 Wall St./Bellevue Ne 68005
Office 402-682-6664

September 28th, 2021

State Contract #15418

- 2022 Ford Police Interceptor Utility Hybrid-- All Wheel Drive \$34,496
- Hybrid engine: \$3,895
- Deduct \$99 LEADS on License plates
- Deduct \$99 LEADS on Push Bumper
- Deduct \$100 on 100 watt siren speaker
- Deduct \$350 on aux battery
- Push Bumper—standard

Black exterior, vehicles keyed alike with wheel caps.

State Contract Price: \$37,743 x 5=\$188,715

State Contract #15392

- 2022 Ford Explorer Base: \$27,745
- All wheel drive
- Carbonized gray
- Remote key less entry (keyed alike not available on passenger version)

State Contract Price: \$27,745 x 2=\$55,490

Total amount for 7 vehicles: \$244,205

Bobby Colclasure

Commercial & Fleet Director

2500 Wildcat Dr., Lincoln, NE 68521/Cell-402-617-4521

Because People Matter...

We will serve your needs by always doing what is right.



LINCOLN



LINCOLN NORTH

2500 Wildcat Drive
Lincoln, NE 68521
402 458 9800

LINCOLN SOUTH

3201 Yankee Hill Road
Lincoln, NE 68512
402 464 0661
(Opening Fall 2011)

GRAND ISLAND

120 Diers Avenue
Grand Island, NE 68803
308 384 1700

ST. JOSEPH

2207 North Belt Highway
St. Joseph, MO 64506
816 383 8000



Sid Dillon Fleet

Ron Fullerton | 402-540-7578 | ron.fullerton@siddillon.com

Bellevue Police

Vehicle: [Fleet] 2022 Chevrolet Malibu (1ZC69) 4dr Sdn LS w/1FL





Sid Dillon Fleet

Ron Fullerton | 402-540-7578 | ron.fullerton@siddillon.com

Sid Dillon Fleet

Dealership Information

Sid Dillon Fleet
Wahoo, NE.

Prepared By:

Ron Fullerton
Sid Dillon Fleet
402-540-7578
ron.fullerton@siddillon.com

Thanks!
Fullerton
Ron

Price Summary

PRICE SUMMARY

		MSRP
Base Price	Contract - 15383	\$23,400.00
Total Options		(\$33.75)
Vehicle Subtotal		\$23,366.25
Destination Charge	Line #1 - 12,633.00	\$995.00
Grand Total	Line #4 - 149.00 - Fob	\$24,361.25
	\$17,782.00	

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Data Version: 14830. Data Updated: Oct 1, 2021 12:45:00 AM PDT.



Sid Dillon Fleet

Ron Fullerton | 402-540-7578 | ron.fullerton@siddillon.com

Vehicle: [Fleet] 2022 Chevrolet Malibu (1ZC69) 4dr Sdn LS w/1FL (✔ Complete)

Selected Model and Options

MODEL

CODE	MODEL
1ZC69	2022 Chevrolet Malibu 4dr Sdn LS w/1FL

COLORS

CODE	DESCRIPTION
G6M	Dark Ash Metallic

OPTIONS

CODE	DESCRIPTION
1FL	LS Preferred Equipment Group includes standard equipment
A51	Seats, front bucket (STD)
FE9	Emissions, Federal requirements
G6M	Dark Ash Metallic
H1H	Dark Atmosphere/ Medium Ash Gray, Premium cloth seat trim
IOR	Audio system, Chevrolet Infotainment 3 system, 8" diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Apple CarPlay and Android Auto capable. (STD)
LFV	Engine, 1.5L turbo DOHC 4-cylinder DI with Variable Valve Timing (VVT) (160 hp [119.3 kW] @ 5700 rpm, 184 lb-ft torque [248.4 N-m] @ 2500-3000 rpm) (STD)
MRG	Transmission, Continuously Variable (CVT) (STD)
R9Y	Fleet Free Maintenance Credit This option code provides a credit in lieu of the free oil changes, tire rotations and inspections for one maintenance service during 1st year of ownership. The invoice will detail the applicable credit. The customer will be responsible for all oil change, tire rotations and inspections costs for this vehicle. (Requires one of the following Fleet or Government order types: FBC, FBN, FCA, FCN, FEF, FLS, FNR, FRC or FGO. Not available with FDR or FGO order types.) *CREDIT*

Options Total

Standard Equipment

Mechanical

- Engine, 1.5L turbo DOHC 4-cylinder DI with Variable Valve Timing (VVT) (160 hp [119.3 kW] @ 5700 rpm, 184 lb-ft torque [248.4 N-m] @ 2500-3000 rpm) (STD)
- Transmission, Continuously Variable (CVT) (STD)
- Engine control, stop-start system
- Axle, 5.10 final drive ratio

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Sid Dillon Fleet

Ron Fullerton | 402-540-7578 | ron.fullerton@siddillon.com

Vehicle: [Fleet] 2022 Chevrolet Malibu (1ZC69) 4dr Sdn LS w/1FL (Complete)

Mechanical

Front wheel drive
Suspension, front MacPherson strut
Suspension, rear 4-link, independent
Brakes, 4-wheel antilock, 4-wheel disc
Brake rotors, Duralife
Brake lining, high-performance, noise and dust performance
Brake, parking, electronic
Fueling system, capless
Fuel door, push open
Tool kit, road emergency

Exterior

Wheels, 16" (40.6 cm) aluminum
Tires, P205/65R16 all-season, blackwall
Wheel, spare, 16" (40.6 cm) steel
Tire, compact spare, T125/80R16
Headlamp control, automatic on and off
Headlamps, halogen
Glass, acoustic, laminated, windshield
Mirrors, outside power-adjustable, manual-folding Black

Entertainment

Audio system, Chevrolet Infotainment 3 system, 8" diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Apple CarPlay and Android Auto capable. (STD)
Audio system feature, 6-speaker system
Display, 8" diagonal LCD touch screen
Wireless Apple CarPlay/Wireless Android Auto
Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)
Antenna, Black

Interior

Seats, front bucket (STD)
Seat trim, Premium Cloth

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Sid Dillon Fleet

Ron Fullerton | 402-540-7578 | ron.fullerton@siddillon.com

Vehicle: [Fleet] 2022 Chevrolet Malibu (1ZC69) 4dr Sdn LS w/1FL (🌱 Complete)

Interior

- Seat adjuster, driver 6-way manual
- Seat adjuster, front passenger 6-way manual
- Seat, rear 60/40 split-folding
- Floor mats, carpeted front (Deleted when the following LPOs are ordered: PCH, PCM, PDH, RIA, VAV.)
- Floor mats, carpeted rear (Deleted when the following LPOs are ordered: PCH, PCM, PDH, RIA, VAV.)
- Steering wheel, 3-spoke
- Steering column, tilt and telescopic
- Steering wheel controls, mounted controls for audio, phone and cruise
- Driver Information Center, monochromatic display
- Temperature display, outside
- Warning indicator, front passenger seat belt
- Windows, power with Express-Down on all
- Door locks, power programmable
- Keyless Start
- Keyless Open, front doors includes extended range Remote Keyless Entry
- Cruise control, electronic with set and resume speed
- Remote panic alarm
- Theft-deterrent system, content theft alarm
- Power outlet, auxiliary, 12-volt
- Air conditioning, single-zone manual
- Air filter, cabin
- Defogger, rear-window, electric
- Mirror, inside rearview manual day/night
- Visors, driver and front passenger vanity mirrors, covered
- Assist handle, front passenger
- Lighting, interior overhead courtesy lamp, dual reading lamps and illuminated trunk area
- Map pockets, driver and front passenger seatbacks
- Trunk cargo anchors

Safety-Mechanical

- StabiliTrak, stability control system with brake assist includes Traction Control
- Braking control, ECM grade

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Data Version: 14830. Data Updated: Oct 1, 2021 12:45:00 AM PDT.



Sid Dillon Fleet

Ron Fullerton | 402-540-7578 | ron.fullerton@siddillon.com

Vehicle: [Fleet] 2022 Chevrolet Malibu (1ZC69) 4dr Sdn LS w/1FL (✔ Complete)

Safety-Exterior

Daytime Running Lamps, integral to headlamps

Safety-Interior

Airbags, 10 total, frontal and knee for driver and front passenger, side-impact seat-mounted and roof rail-mounted head-curtain for front and rear outboard seating positions includes Passenger Sensing System (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

OnStar and Chevrolet connected services capable (Terms and limitations apply. See onstar.com or dealer for details.)

Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)

Rear Vision Camera

Rear Seat Reminder

Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings or Teen Driver menu

LATCH system (Lower Anchors and Tethers for CHildren), for child restraint seats

Door locks, rear child security

Trunk latch, safety, manual release

Tire Pressure Monitor System

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

WARRANTY

Warranty Note: <<< Preliminary 2022 Warranty >>>

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Drivetrain Note: Qualified Fleet Purchases: 5 Years/100,000 Miles

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

Corrosion Miles/km (Rust-Through): 100,000

Corrosion Miles/km: 36,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

Roadside Assistance Note: Qualified Fleet Purchases: 5 Years/100,000 Miles

Maintenance Note: 1 Year/1 Visit

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 14830. Data Updated: Oct 1, 2021 12:45:00 AM PDT.

STATE OF NEBRASKA CONTRACT AMENDMENT

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
15418 OC
E85 AWARD AND
SECONDARY E15 AWARD

PAGE 1 of 4	ORDER DATE 03/10/21
BUSINESS UNIT 9000	BUYER CHRISTIE KELLY (AS)
VENDOR NUMBER: 503856	
VENDOR ADDRESS: AFL, LLC DBA ANDERSON FORD LINCOLN 2500 WILDCAT DR PO BOX 83644 LINCOLN NE 68501-3644	

THE CONTRACT PERIOD IS:

MARCH 04, 2021 THROUGH MARCH 03, 2022

THIS CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 6363 OF, ATTACHMENT "E-1"

Contract to supply and deliver 2021 OR CURRENT PRODUCTION YEAR POLICE ALL WHEEL DRIVE (AWD) 5 PASSENGER MID-SIZED UTILITY VEHICLES to the State of Nebraska as per the attached specifications for the contract period March 04, 2021 through March 03, 2022.

See attached Technical Specifications document for approximate units to be purchased. The unit price is equal to the Base Price for items before the Option Bid List.

Award Make/Model: FORD POLICE INTERCEPTOR UTILITY

IMPORTANT NOTE: Purchase Orders must have a paint line selected providing Exterior Color, Interior Color, and Seat Color. The colors and color codes are provided on a color chart attached to the contract.

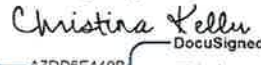

DELIVERY ARO: 90 DAYS

Vendor Contact: Bobby Colclasure
Phone: 402-617-4521
E-Mail: bobbyc@andersonautogroup.com

(MH 3/2/21)

Amendment one as attached. (03/10/21 ml)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	2021 OR CURRENT PRODUCTION YEAR POLICE ALL WHEEL DRIVE (AWD) 5 PASSENGER MID-SIZE UTILITY VEHICLES FFV E85	20.0000	EA	34,496.0000

DocuSigned by:  3/12/2021 DS
A7DD6E449B DocuSigned by:  BUYER 3/16/2021
6F1A26D8C1D248C EL ADMINISTRATOR

State Purchasing Bureau
 1526 K Street, Suite 130
 Lincoln, Nebraska 68508

STATE OF NEBRASKA CONTRACT AMENDMENT

Telephone: (402) 471-6500
 Fax: (402) 471-2089

PAGE 2 of 4		ORDER DATE 03/10/21
BUSINESS UNIT 9000		BUYER CHRISTIE KELLY (AS)
VENDOR NUMBER: 503856		

CONTRACT NUMBER
15418 OC
E85 AWARD AND
SECONDARY E15 AWARD

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
2	MAKE/MODEL: FORD POLICE INTERCEPTOR UTILITY ENGINE: 3.3L V6 WHEELBASE: 119.1" TIRE SIZE: 18" SERIES, CODE, TRIM LEVEL: K8A, 500A, PUV EPA/MPG: 17/23/19 2021 OR CURRENT PRODUCTION YEAR POLICE ALL WHEEL DRIVE (AWD) 5 PASSENGER MID-SIZE UTILITY VEHICLES E15 COMPLIANT MAKE/MODEL: FORD POLICE INTERCEPTOR UTILITY ENGINE: 3.3L V6 WHEELBASE: 119.1" TIRE SIZE: 18" SERIES, CODE, TRIM LEVEL: K8A, 500A, PUV EPA/MPG: 17/23/19	20.0000	EA	34,496.0000
PLEASE CONTACT ANDERSON FORD OF LINCOLN FOR ITEMS NOT LISTED ON THE CONTRACT BUT ARE NECESSARY FOR BUSINESS NEEDS				
OPTIONS:				
3	ENGINE (OTHER) 3.3L V6 HYBRID	20.0000	EA	3,895.0000
4	ENGINE OPTION 3.0L ECOBOOST	20.0000	EA	4,595.0000
5	CLOTH REAR SEATS: (DEDUCT)	20.0000	EA	-40.0000
6	COURTESY LAMP DISABLED: (DEDUCT)	20.0000	EA	-10.0000
7	FRONT AND REAR FLOOR MATS (DEDUCT)	20.0000	EA	-35.0000
8	DEEP TINT GLASS THROUGHOUT, EXCLUDING THE WINDSHIELD AND FRONT DOORS:	20.0000	EA	395.0000
9	DRIVER SIDE SPOTLIGHT: (DEDUCT)	20.0000	EA	-150.0000
10	DUAL SIDE SPOTLIGHT:	20.0000	EA	625.0000

DS
 CK
 BUYER INITIALS

STATE OF NEBRASKA CONTRACT AMENDMENT

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
15418 OC
E85 AWARD AND
SECONDARY E15 AWARD

PAGE 3 of 4	ORDER DATE 03/10/21
BUSINESS UNIT 9000	BUYER CHRISTIE KELLY (AS)
VENDOR NUMBER: 503856	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
11	SPOTLIGHT WITH WHITE LED LIGHTING:	20.0000	EA	395.0000
12	DOME LIGHT/COURTESY LAMP, INSTALLED (DEDUCT)	20.0000	EA	-25.0000
13	UNDER HOOD LIGHT: (DEDUCT)	20.0000	EA	-10.0000
14	POLICE PREP PACKAGE NUMBER ONE (1) (DEDUCT): a. TWO (2) CLEAR/WHITE LED MODULES VERTICALLY MOUNTED AT A 45-DEGREE ANGLE TO FRONT OF VEHICLE ON THE PUSH BUMPER. b. LED'S MUST MEET SAE J845, CLASS ONE (1) SPECIFICATIONS. c. MINIMUM OF THREE (3) LED'S IN EACH MODULE. d. BLACK BEZEL WITH CLEAR LENSES. e. SHOCK AND WATER RESISTANT. f. LEADS TAGGED AS SUCH THAT TERMINATE IN THE TRUNK/REAR CARGO AREA.	20.0000	EA	-99.0000
15	POLICE PREP PACKAGE NUMBER TWO (2) (DEDUCT): a. TWO (2) CLEAR/WHITE LED MODULES MOUNTED ON EITHER SIDE OF THE REAR LICENSE PLATE ON THE LICENSE PLATE BRACKET FOR TWO (2) LIGHT HEADS. b. LED'S MEET SAE J845, CLASS ONE (1) SPECIFICATIONS. c. MINIMUM OF THREE (3) LED'S IN EACH MODULE. d. BLACK BEZEL WITH CLEAR LENSES. e. SHOCK AND WATER RESISTANT. f. LEADS TAGGED AS SUCH THAT TERMINATE IN THE TRUNK/REAR CARGO AREA.	20.0000	EA	-99.0000
16	100-WATT SIREN SPEAKER (DEDUCT) a. CENTERED ON PUSH BUMPER WITH SPECIFIC MOUNTING BRACKETS. b. LEADS TAGGED AS SUCH THAT TERMINATE IN THE TRUNK/REAR CARGO AREA.	20.0000	EA	-100.0000
17	UPGRADE SIREN SPEAKER TO CODE 3 - JONES AUTO	20.0000	EA	195.0000
18	SETINA PB 400 PUSH BUMPER WITH INSTALLATION ON FRONT (DEDUCT)	20.0000	EA	-299.0000
19	AUXILIARY BATTERY (DEDUCT): a. DUAL PURPOSE AGM BATTERY WITH DUAL BATTERY SEPARATOR FOR ACCESSORY EQUIPMENT. b. INSTALLATION TO INCLUDE BATTERY TRAY AND BRACKET, HEAVY-DUTY FUSE AND, AT A MINIMUM, ONE (1) GAUGE CABLE.	20.0000	EA	-350.0000

DS
CK
BUYER'S INITIALS

NEBRASKA PURCHASING BUREAU

State Purchasing Bureau
 1526 K Street, Suite 130
 Lincoln, Nebraska 68508

Telephone: (402) 471-6500
 Fax: (402) 471-2089

STATE OF NEBRASKA CONTRACT AMENDMENT

PAGE 4 of 4	ORDER DATE 03/10/21
BUSINESS UNIT 9000	BUYER CHRISTIE KELLY (AS)
VENDOR NUMBER: 503856	

CONTRACT NUMBER
15418 OC
E85 AWARD AND SECONDARY
E15 AWARD

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
20	UPGRADE AUXILLIARY BATTERY TO BLUE TOP OPTIMA-JONES AUTO	20.0000	EA	495.0000
21	ALTERNATING HEADLIGHT FLASHER (DEDUCT): a. WIG-WAG MODULE b. FLASHER OVERRIDE AT NIGHT c. INSTALLED WITH ACTIVATION LEAD. d. WIRES TAGGED AS SUCH AND TERMINATING IN THE TRUNK/REAR CARGO AREA.	20.0000	EA	-200.0000
22	PRO-GARD X PUSH BUMPER WITH INSTALLATION ON THE FRONT OF THE VEHICLE.	20.0000	EA	2,495.0000
23	MANUFACTURER'S WIRELESS BLUETOOTH TECHNOLOGY AND CONNECTIVITY TO ALLOW HANDS-FREE, PUSH BUTTON OR VOICE COMMAND OPERATIONS.	20.0000	EA	295.0000
24	STANDARD PAINT: (ATTACH NO ADDITIONAL COST PAINTS LIST)	10,000.0000	\$	0.0000
25	EXTRA COST PAINT: (ATTACH EXTRA COST PAINTS LIST)	10,000.0000	\$	0.0000
26	DROP SHIPMENT CHARGES PER MILE OUTSIDE THE LINCOLN AREA	1.0000	MI	2.0000
(DROP SHIPMENT CHARGES APPLY TO VEHICLES PURCHASED BY POLITICAL SUBDIVISIONS AND OTHER DIVISIONS OF GOVERNMENT)				

DS
 CK
 BUYER INITIALS

AMENDMENT ONE
 Contract 15418 OC
 2021 OR Current Production Year
 Police All Wheel Drive (AWD) 5 Passenger Mid-Sized Utility Vehicles
 for the State of Nebraska
 Between
 The State of Nebraska and Anderson Ford Lincoln

This Amendment (the "Amendment") is made by the State of Nebraska and Anderson Ford Lincoln, parties to Contract 15418 OC (the "Contract"), and upon mutual agreement and other valuable consideration, the parties agree to and hereby amend the contract upon Execution by both parties as follows:

1. Lines 4, 17 and 20 are hereby replaced and superseded by:

Line	Description	Unit of Measure	Unit Price
4	ENGINE OPTION 3.0L ECOBOOST	EA	\$ 4,595.0000
17	UPGRADE SIREN SPEAKER TO CODE 3 - JONES AUTO	EA	\$ 195.0000
20	UPGRADE AUXILLIARY BATTERY TO BLUE TOP OPTIMA-JONES AUTO	EA	\$ 495.0000

This amendment and any attachments hereto will become part of the Contract. Except as set forth in this Amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Contract or any earlier amendment, the terms of this amendment will prevail.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date of execution by both parties below.

State of Nebraska

Signature:  _____
6F1A26D8C1D24BC...

Name: Doug Carlson

Title: Materiel Administrator

Date: 3/10/2021

Contractor: ANDERSON FORD LINCOLN

Signature:  _____
C4B8FD083FF14C6...

Name: Bobby Colclasure

Title: Fleet Director

Date: 3/9/2021

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
15392 OC
E85 AWARD

PAGE 1 of 3	ORDER DATE 12/01/20
BUSINESS UNIT 9000	BUYER CHRISTIE KELLY (AS)
VENDOR NUMBER: 503856	
VENDOR ADDRESS: AFL, LLC DBA ANDERSON FORD LINCOLN 2500 WILDCAT DR PO BOX 83644 LINCOLN NE 68501-3644	

AN AWARD HAS BEEN MADE TO THE CONTRACTOR NAMED ABOVE FOR THE FURNISHING OF MATERIALS AND/OR SERVICES AS LISTED BELOW FOR THE PERIOD:

DECEMBER 04, 2020 THROUGH DECEMBER 03, 2021

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document: 6372 OF, ATTACHMENT "C-1"

Contract to supply and deliver 2021 or Current Production Year Midsize 5 Passenger SUV's FFV E85 as per the attached specifications, for the contract period December 4, 2020 through December 3, 2021.

See attached Technical Specifications document for approximate units to be purchased. The unit price is equal to the Base Price for items before the Option Bid List.

Award Make/Model: Ford Explorer, 3.3L V6

IMPORTANT NOTE: Purchase Orders must have a paint line selected providing Exterior Color, Interior Color, and Seat Color. The colors and color codes are provided on a color chart attached to the contract.

DELIVERY ARO: 90 DAYS

Vendor Contact: Bobby Colclasure
Phone: 402-617-4521
Email: bobbyc@andersonautogroup.com

(mh 12/01/20)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	2021 OR CURRENT PRODUCTION YEAR MIDSIZE 5 PASSENGER SUV'S FFV E85 MAKE/MODEL: FORD EXPLORER SERIES, CODE, TRIM LEVEL: K8B, 100A, BASE ENGINE: 3.3L V6 EPA/MPG: 16/22/18	6.0000	EA	27,745.0000

DocuSigned by: [Signature] 12/01/2020
DocuSigned by: Christina Kelly 12/01/2020
BUYER
12/8/2020
6F1A26D8C1D24BC...
MATERIAL ADMINISTRATOR

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

PAGE 2 of 3		ORDER DATE 12/01/20
BUSINESS UNIT 9000		BUYER CHRISTIE KELLY (AS)
VENDOR NUMBER: 503856		

CONTRACT NUMBER
15392 OC
E85 AWARD

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
PLEASE CONTACT ANDERSON FORD OF LINCOLN FOR ITEMS NOT LISTED ON THE CONTRACT BUT ARE NECESSARY FOR BUSINESS NEEDS				
OPTIONS:				
2	DRIVER 40-40 POWER BUCKET ELECTRIC SEATS	6.0000	EA	250.0000
3	ADDITIONAL FOB (IF EQUIPPED WITH KEYLESS REMOTE ENTRY)	6.0000	EA	295.0000
4	FORD SIDE STEP RUNNING BOARDS MOUNTED ON BOTH SIDES BETWEEN THE FRONT AND REAR WHEELS AT THE BOTTOM OF THE ROCKER PANEL	6.0000	EA	595.0000
5	TWO WHEEL DRIVE (RWD) (DEDUCT)	6.0000	EA	-895.0000
6	PROTECTIVE SAFETY CAGE BEHIND DRIVERS SEAT	6.0000	EA	995.0000
7	REVERSE SENSING SYSTEM	6.0000	EA	295.0000
8	TRAILER TOWING PACKAGE (DEDUCT)	6.0000	EA	-200.0000
9	PROTECTIVE VINYL BODY MOLDING (DEALER INSTALLED)	6.0000	EA	495.0000
10	REAR WINDOW DEFROSTER (DEALER INSTALLED)	6.0000	EA	295.0000
11	DISCONNECT OF DAYLIGHT RUNNING LIGHTS (LAW ENFORCEMENT ONLY)	6.0000	EA	90.0000
12	COURTESY SIGNAL OR INTERNAL LIGHT INOPERABLE (LAW ENFORCEMENT ONLY)	6.0000	EA	90.0000
13	UNITY #250, FIVE (5)" DIAMETER SPOTLIGHT WITH HALOGEN LAMP OR EQUIVALENT DRIVER'S SIDE SPOTLIGHT, MOUNTED ON LEFT DOOR POST AND SHALL BE FUSED PER MANUFACTURER'S SPECIFICATIONS. (LAW ENFORCEMENT ONLY)	6.0000	EA	395.0000

DS
C

BUYER INITIALS

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

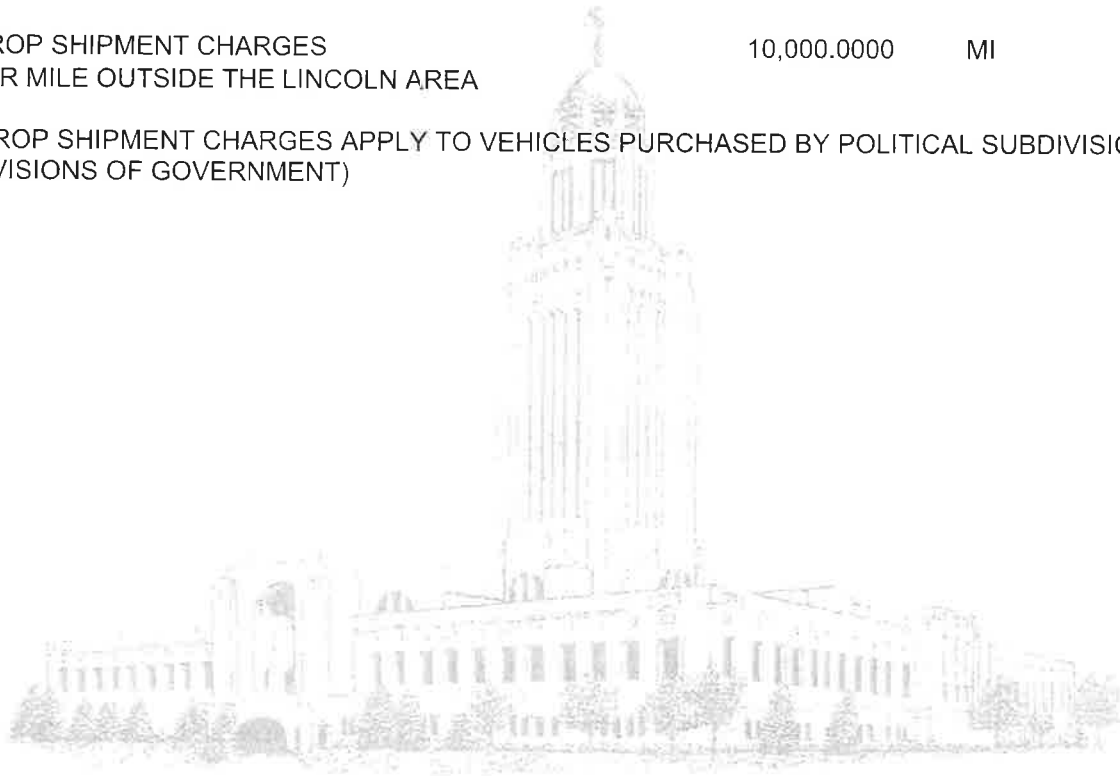
Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
15392 OC
E85 AWARD

PAGE 3 of 3	ORDER DATE 12/01/20
BUSINESS UNIT 9000	BUYER CHRISTIE KELLY (AS)
VENDOR NUMBER: 503856	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
14	SEE ATTACHED NO EXTRA COST PAINTS LIST	10,000.0000	\$	0.0000
15	ADDITIONAL MANUFACTURER WARRANTY OF 5 YEAR/100,000 MILE FORD PREMIUM CARE	6.0000	EA	2,595.0000
16	DROP SHIPMENT CHARGES PER MILE OUTSIDE THE LINCOLN AREA	10,000.0000	MI	2.0000

(DROP SHIPMENT CHARGES APPLY TO VEHICLES PURCHASED BY POLITICAL SUBDIVISIONS AND OTHER DIVISIONS OF GOVERNMENT)



DS
C

BUYER INITIALS

REP:KELLY,CHRISTIE;SABO@N-3029002

State of Nebraska - INVITATION TO BID CONTRACT

Return to:
State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: 402-471-6500
Fax: 402-471-2089

Date	9/29/20	Page	1 of 1
Solicitation Number	6372 OF		
Opening Date and Time	10/21/20	2:00 PM	
Buyer	CHRISTIE KELLY/BRENDA SENSIBAUGH (AS)		

DESTINATION OF GOODS
MULTIPLE DELIVERY LOCATIONS
PLEASE REFER TO DOCUMENTATION
FOR DELIVERY ADDRESSES.

Per Nebraska's Transparency in Government Procurement Act, DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

X **NEBRASKA CONTRACTOR AFFIDAVIT:** Bidder hereby attests that bidder is a Nebraska Contractor. "Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this ITB.

_____ I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev. Stat. §73-107 and wish to have preference, if applicable, considered in the award of this contract.

Contract to supply and deliver 2021 OR CURRENT PRODUCTION YEAR SUV's to the State of Nebraska as per the attached specifications for a one (1) year period from date of award.

(9/29/20 MH)

INVITATION

PLEASE REFER TO ATTACHMENT "A" TO BID ON HALF TON CARRYALL 4WD 8 PASSENGER SUV'S FFV E85

PLEASE REFER TO ATTACHMENT "B" TO BID ON LARGE 7 PASSENGER SUV'S FFV E85

PLEASE REFER TO ATTACHMENT "C" TO BID ON MIDSIZE 5 PASSENGER SUV'S FFV 85

PLEASE REFER TO ATTACHMENT "D" TO BID ON COMPACT 4 PASSENGER SUV'S FFV E85

**BIDDER CAN SUBMIT A BID ON ANY OR ALL OF THE SUV'S BEING SOLICITED
BY SUBMITTING THE APPROPRIATE ATTACHMENT(S)**

THIS FORM MUST BE COMPLETED AND ATTACHED TO EACH BID SUBMISSION

BIDDER MUST COMPLETE THE FOLLOWING

DISCOUNT PAYMENT TERMS: 0 % 30 DAYS

By signing this Invitation to Bid form, the bidder guarantees compliance with the provisions stated in this Invitation to Bid, agrees to the terms and conditions unless otherwise agreed to (see Section III) and certifies that bidder maintains a drug free work place environment. Vendor will furnish the items requested within 90 days after receipt of order. Failure to enter Delivery Date may cause quotation to be REJECTED.

Sign Bobby Colclasure
Here (Authorized Signature MANDATORY - MUST BE SIGNED IN INK)

Enter Contact Information Below

VENDOR# _____
VENDOR: Anderson Ford of Lincoln
Address: 2500 Wildcat Dr.
Lincoln, NE 68521

Contact Bobby Colclasure
Telephone 402-617-4521
Facsimile N/A
Email bobbyc@andersonautogroup.com

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
15383 OC
E15 AWARD

PAGE 1 of 2	ORDER DATE 11/03/20
BUSINESS UNIT 9000	BUYER CHRISTIE KELLY (AS)
VENDOR NUMBER: 2483613	
VENDOR ADDRESS: SID DILLON WAHOO INC 1750 COUNTY ROAD J WAHOO NE 68066-4014	

AN AWARD HAS BEEN MADE TO THE CONTRACTOR NAMED ABOVE FOR THE FURNISHING OF MATERIALS AND/OR SERVICES AS LISTED BELOW FOR THE PERIOD:

NOVEMBER 23, 2020 THROUGH NOVEMBER 22, 2021

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 6364 OF

Contract to supply and deliver 2021 OR CURRENT PRODUCTION YEAR COMPACT 4 DOOR SEDANS E15 COMPLIANT to the State of Nebraska as per the attached specifications for a one (1) year period from date of award.

The Unit Price is equal to the Base Price for items before the Option Bid List.

Award Make/Model: CHEVROLET MALIBU

IMPORTANT NOTE: When generating a Purchase Order(s) a paint line providing the Exterior Color, Interior Color, and Seat Color must be selected. Please see the attached color chart(s) for color(s) and color code(s).

DELIVERY ARO: 40-120 DAYS

VENDOR CONTACT: RON FULLERTON
PHONE: 402-540-7578
E-MAIL: ron.fullerton@siddillon.com

MH 11/04/20

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	2021 OR CURRENT PRODUCTION YEAR COMPACT 4 DOOR SEDANS E15 COMPLIANT MAKE/MODEL: CHEVROLET MALIBU SERIES, CODE, TRIM LEVEL: 1ZC69 LS	51.0000	EA	17,633.0000

DocuSigned by: *Christina A. Bellis* 2020
A7D DocuSigned by: *JYER* 11/10/2020
8F1A26D8C1D24BC...ADMINISTRATOR

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
 1526 K Street, Suite 130
 Lincoln, Nebraska 68508


Telephone: (402) 471-6500
 Fax: (402) 471-2089

PAGE 2 of 2	ORDER DATE 11/03/20
BUSINESS UNIT 9000	BUYER CHRISTIE KELLY (AS)
VENDOR NUMBER: 2483613	

CONTRACT NUMBER
15383 OC
E15 AWARD

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	ENGINE: 1.5L EPA/MPG: 29 CITY-36 HWY			
	OPTIONS:			
2	HEAVY DUTY POWER SPLIT FRONT SEATS	51.0000	EA	400.0000
3	LUMBAR SUPPORT FRONT SEATS	51.0000	EA	400.0000
4	ADDITIONAL FOB	51.0000	EA	149.0000
5	REVERSE SENSING SYSTEM	51.0000	EA	433.0000
6	PROTECTIVE VINYL BODY MOLDING (DEALER INSTALLED IF NOT STANDARD EQUIPMENT)	51.0000	EA	350.0000
7	ADDITIONAL MANUFACTURER WARRANTY COST(S) CALL FOR OPTIONS	10,000.0000	\$	1.0000
8	DROP SHIPMENT CHARGES OUTSIDE THE LINCOLN AREA	10,000.0000	MI	2.0000

(DROP SHIPMENT CHARGES APPLY TO VEHICLES PURCHASED BY POLITICAL SUBDIVISIONS AND OTHER DIVISIONS OF GOVERNMENT)

DS

 BUYER INITIALS

State of Nebraska - INVITATION TO BID CONTRACT

Return to:
State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: 402-471-6500
Fax: 402-471-2089

Date	9/22/20	Page	1 of 1
Solicitation Number	6364 OF		
Opening Date and Time	10/16/2020	2:00 PM	
Buyer	CHRISTIE KELLY (AS)		

DESTINATION OF GOODS
MULTIPLE DELIVERY LOCATIONS
PLEASE REFER TO DOCUMENTATION
FOR DELIVERY ADDRESSES.

Per Nebraska's Transparency in Government Procurement Act, DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

NEBRASKA CONTRACTOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Contractor. "Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this ITB.

_____ I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev. Stat. §73-107 and wish to have preference, if applicable, considered in the award of this contract.

Contract to supply and deliver 2021 OR CURRENT PRODUCTION YEAR SEDANS to the State of Nebraska as per the attached specifications for a one (1) year period from date of award.

(9/22/20 MH)

INVITATION

PLEASE REFER TO ATTACHMENT "A" TO BID ON COMPACT 4 DOOR SEDANS FFV E85

PLEASE REFER TO ATTACHMENT "B" TO BID ON INTERMEDIATE 4 DOOR SEDANS FFV E85

PLEASE REFER TO ATTACHMENT "C" TO BID ON SUBCOMPACT 4 DOOR SEDANS FFV E85

**BIDDER CAN SUBMIT A BID ON ANY OR ALL OF THE SEDANS BEING SOLICITED BY
SUBMITTING THE APPROPRIATE ATTACHMENT(S)**

THIS FORM MUST BE COMPLETED AND ATTACHED TO EACH BID SUBMISSION

BIDDER MUST COMPLETE THE FOLLOWING

DISCOUNT PAYMENT TERMS: 0 % 30 DAYS

By signing this Invitation to Bid form, the bidder guarantees compliance with the provisions stated in this Invitation to Bid, agrees to the terms and conditions unless otherwise agreed to (see Section III) and certifies that bidder maintains a drug free work place environment. Vendor will furnish the items requested within 30 days after receipt of order. Failure to enter Delivery Date may cause quotation to be REJECTED.

Sign Here  (Authorized Signature MANDATORY - MUST BE SIGNED IN INK)

Enter Contact Information Below

VENDOR# _____
VENDOR: Sid Dillon Chevrolet Buick
Address: 1752 County Rd J
Wichita NE
68066

Contact Ron Fullerton
Telephone 402-540-7578
Facsimile _____
Email ron.fullerton@sid Dillon.com

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16d.
10/19/2021

COUNCIL MEETING DATE: 10/05/2021		SUBMITTED BY: Captain Tim Melvin		
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:

Approve proposal from Midwest Storage Solutions for evidence storage unit

SYNOPSIS/BACKGROUND:

The evidence vault in the police department is running out of storage space due to an increase in crimes that require us to keep evidence indefinitely. Midwest Storage Solutions will remove a bike rack, that is rarely used, and replace it with shelving that can accommodate our evidence for several years.

FISCAL IMPACT: 29,870.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: Moveable Storage for Evidence Room

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

CIP PROJECT NAME: Moveable Storage CIP PROJECT NUMBER: PO 22(2)

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

ACCOUNTING DISTRIBUTION CODE: 10-20 ACCOUNT NUMBER: 7150

RECOMMENDATION:

Approve the proposal from Midwest Storage Solutions for \$29,870.00

ATTACHMENTS:

1. Proposal	2.	3.
4.	5.	6.

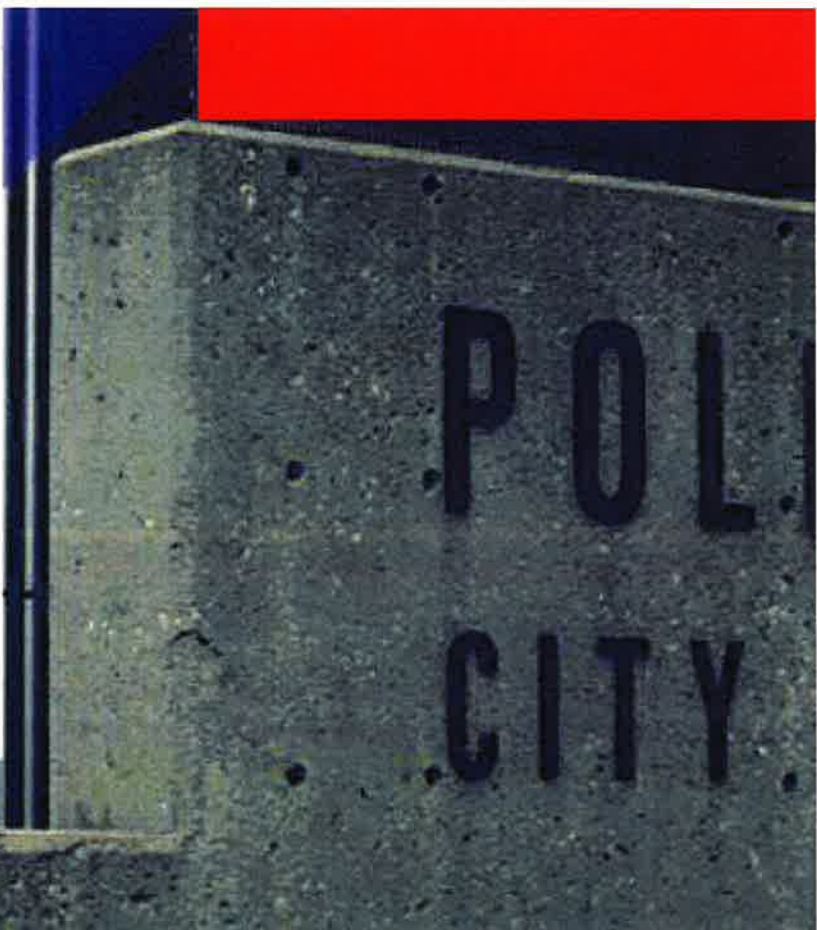
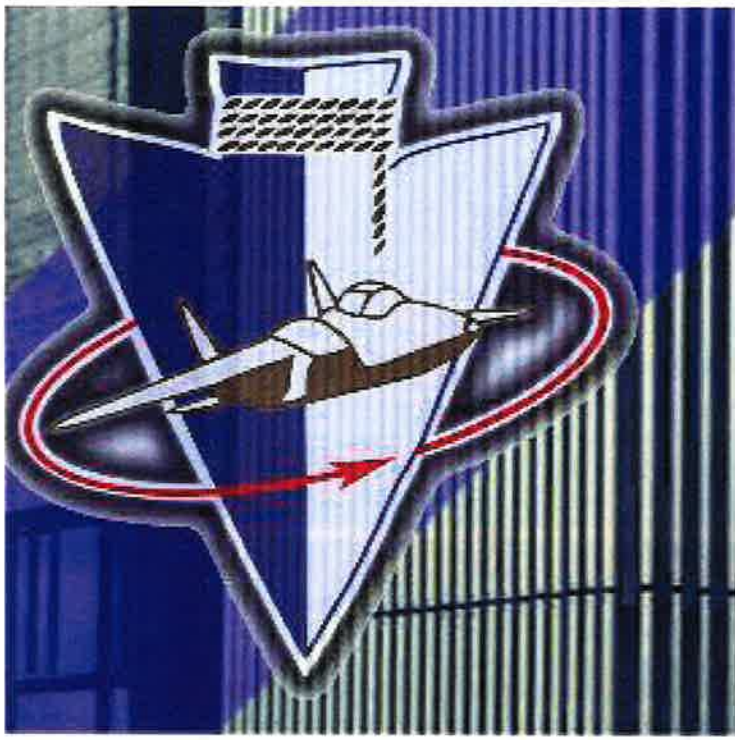
SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Tim Melvin
[Signature]
[Signature]



PROPOSAL

PREPARED BY:

Midwest Storage Solutions, Inc.

PREPARED FOR:

Bellevue Police Department

DATE:

7-28-2021

Homicide Storage
Attn: Sgt. Matt Hoffman

5845 S. 118th Circle
Omaha, NE. 68137
1-800-209-5137
www.midweststoragesolutions.com



OUR TEAM:

Each member of our Midwest Storage Solution's team is carefully screened. We hire only the most conscientious and professional candidates. Each service technician is thoroughly trained in our systems, processes, safety standards, and are fully bonded and insured.



Key Project Contacts:

- **Isaac Ortega** (Installation Supervisor)= Qualifications: Spacesaver® Factory Authorized, COSS, OSHA510, OSHA 30 Construction, and OSHA General Industry
- **Todd Hartmann** (Project Manager) =Qualifications: 6 years with Midwest Storage Solutions, Inc. Authorized by Spacesaver® Corporation for Level-2 Electrical Shelving Installations, CAD, Configura®, and OSHA Certified.
- **Perry Haubenschild** (Vice President)= Qualifications: Employed at Midwest Storage for 8 years, Perry is certified from Spacesaver® Corporation in both Installation & Service, Electrical, and Configura® / CAD.
- **Kyle Patrick** (Operations Manager)= Qualifications = LEED AP and 20 + years of manufacturing and engineering management.
- **Matt Jones** (Iowa Manager) = Qualifications = 6 years with Midwest Storage Solutions, Inc. Matt offices out of our Des Moines facility and oversees Iowa operations for MSS.
- **Taylor Gilbreath** (CEO)= Owner & Operator. 21 years with Midwest Storage Solutions, Inc.



PRICING:

LINE	DESCRIPTION	PRICING
OPTION 1	Midwest Storage Solutions, will deliver and install the Spacesaver - Mechanical Assist High-Density storage system as shown on the attached drawings & shelving elevations. Note - we are re-using existing shelving as color-coded on the plan and removing and re-using the remaining existing shelving in the garage.	\$29,870.00
OPTION 2	Midwest Storage Solutions, will deliver and install the Spacesaver - Mechanical Assist High-Density storage system as shown on the attached drawings & shelving elevations. Option 2 includes ALL NEW shelving and allows for a 7th opening for boxes, thus increasing storage capacity by 102 more boxes.	\$32,527.00
NOTES	Pricing includes all freight, current steel surcharges, complete installation, and a two year ALL inclusive warranty + an additional 3 years on all parts.	

All pricing is per the terms of our Spacesaver GSA contract #GS-07F-022BA.

- [Please see attachment](#)

Sales tax is NOT included

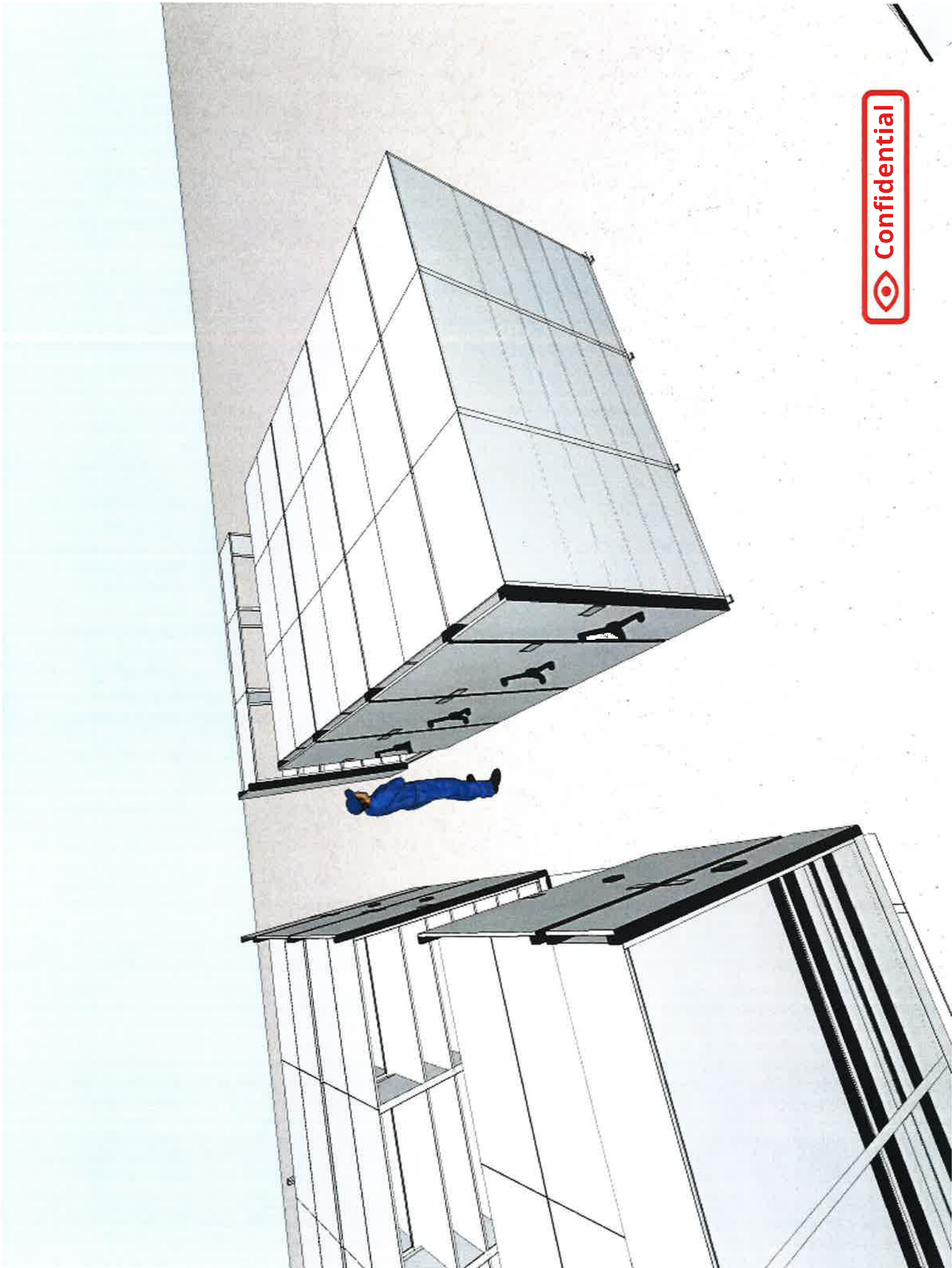
Lead times from the factory are currently 16 weeks ARO

Authorized Signature

Date

Print Name





 Confidential

ORDER COMPLETION DOCUMENTS:

Orders will not be processed until all the items below are provided.

- ▶ Signed Total Investment Sheet
- ▶ Signed Terms and Conditions Sheet
- ▶ Signed Drawings (Overhead & Elevation), Approved for Production
- ▶ Billing Information
- ▶ Delivery & Installation Information
- ▶ All Color Selections
- ▶ Customer Purchase Order (Required for GPO and contract orders)

BILLING INFORMATION

- ▶ Billing Contact _____
- ▶ Contact Phone _____
- ▶ Contact Email _____
- ▶ Location Name _____
- ▶ Street Address _____
- ▶ City _____ State _____ Zip Code _____

- ▶ Please list any other billing requirements below (AIA form, online submission, etc.).

Invoices will be emailed unless noted.



ORDER COMPLETION DOCUMENTS:

DELIVERY INFORMATION

- ▶ Freight Elevator Available (YES/NO)_____
- ▶ Dock Available (YES/NO)_____
- ▶ Delivery Hours_____
- ▶ Installation Floor (Basement, 1st, 2nd, etc.)_____

INSTALLATION INFORMATION

- ▶ Installation Contact_____
- ▶ Contact Phone_____
- ▶ Contact Email_____
- ▶ Location Name_____
- ▶ Street Address_____
- ▶ City_____County_____State_____Zip Code_____

- ▶ PREFERRED INSTALLATION DATE_____

- ▶ Changes to scope of project at time of install: All changes to plans or fabrication of material must be approved by salesperson or the installation manager. **Installers are not authorized to make changes**
- ▶ Work Site: Area free and clear of all obstacles prior to start of installation. Electricity & water available.
- ▶ Must have a working elevator at time of unload or additional charges may incur for material handling of equipment up or down stairs.



TERMS & CONDITIONS:

PAYMENT

Merchandise will be invoiced upon delivery. If there is to be more than one delivery of merchandise, an invoice will be issued upon the first delivery. **Buyer agrees to pay each invoice within thirty days of the invoice date. Midwest Storage Solutions (MSS) will require a deposit of 25% of the total contract at time of order.** No payment shall be withheld on any invoice because partial delivery of the entire order. Any security deposit is non-refundable. If payments are in default, MSS shall have the option of declaring the remaining unpaid purchase price due and payable and may elect to recover merchandise and take judgment for deficiency after public or private sale including interest, collection costs and attorney fees. A 3% convenience fee will be added to any payment made by credit card.

SECURITY INTEREST

Buyer hereby grants Midwest Storage Solutions a security interest in all merchandise sold under this order to secure full payment of the purchase price and all other obligations of Buyer under this agreement. A copy of this agreement may be filed as a financing statement. Buyer's signature hereon authorizes MSS to execute such financing statements on Buyer's behalf as may be required by the State.

INSTALLATION DATE

(a) The installation date is agreed upon for the purpose of specifying delivery dates of merchandise ordered from manufacturers. Although MSS will use its best efforts to expedite timely delivery, it cannot guarantee that merchandise will arrive from manufacturers as specified, and MSS shall not be liable for ordered merchandise not arriving timely.

(b) If for any reason outside the control of MSS the job site is not ready for installation (i.e. elevator access, room finishes, etc.) Buyer shall pay for all storage of ordered merchandise necessary after the Installation Date, and for all costs of moving such merchandise to and from storage after the installation date.

INSTALLATION TERMS

Delivery and Installation shall be made by MSS personnel, or its subcontractor, during normal working hours or at other hours by special arrangement. Buyer shall pay additional labor costs resulting from off-hour or overtime work performed at Buyer's request or from required use of labor other than MSS personnel or its authorized subcontractor. Buyer shall provide, at Buyer's cost, electricity, heat, hoisting and elevator service and adequate facilities for off-loading, staging, moving and handling of merchandise. The job site shall be clean and free of obstruction for installation. Finished floor coverings (i.e. carpet, tile, etc.) must be removed and sub-floor clear and free for grouted mobile rail installation. Buyer shall pay any special packaging or handling costs not contained in the specifications.



TERMS & CONDITIONS:

INSURANCE AND RISK OF LOSS

All risk of loss shall pass from MSS to Buyer upon delivery of merchandise to Buyer or upon delivery of merchandise into storage for the account of Buyer after the installation date, whichever comes first. For the purposes of this paragraph five only, the term "merchandise" shall include any property owned by or under control of MSS delivered to or for the benefit of Buyer, whether purchased by Buyer or delivered to Buyer on approval. Buyer shall carry fire and casualty insurance in an amount enough to insure the value of the merchandise at the delivery site or at the storage site.

TAXES AND FREIGHT

Prices do not include any applicable sales, use, excise, or other taxes which, if applicable, Buyer shall pay, and which shall be added to the sales price at time of invoicing. Buyers exempt from taxes shall furnish certificates of exemption upon execution of this agreement. Freight charges are F.O.B. job site unless otherwise indicated.

CANCELLATION AND CHANGES

This agreement, once executed by MSS and Buyer, cannot be cancelled or modified except by a writing signed by both parties. Changes made in the agreement which result in increased charges shall be for the account of the Buyer. In the event MSS agrees to a return, a cancellation fee equal to 40% of the purchase price will be assessed. No storage products or other specially ordered items can be cancelled or returned after the manufacturer begins production. Prices and quantities of storage products and other items measured from blueprints or otherwise estimated are subject to change upon field measurement at the expense of the Buyer.

FLOORS

BUYER is responsible for the load bearing capacity of the floor upon which the proposed installation shall be constructed. Finished floor coverings are not included unless otherwise noted.

WARRANTIES AND CLAIMS

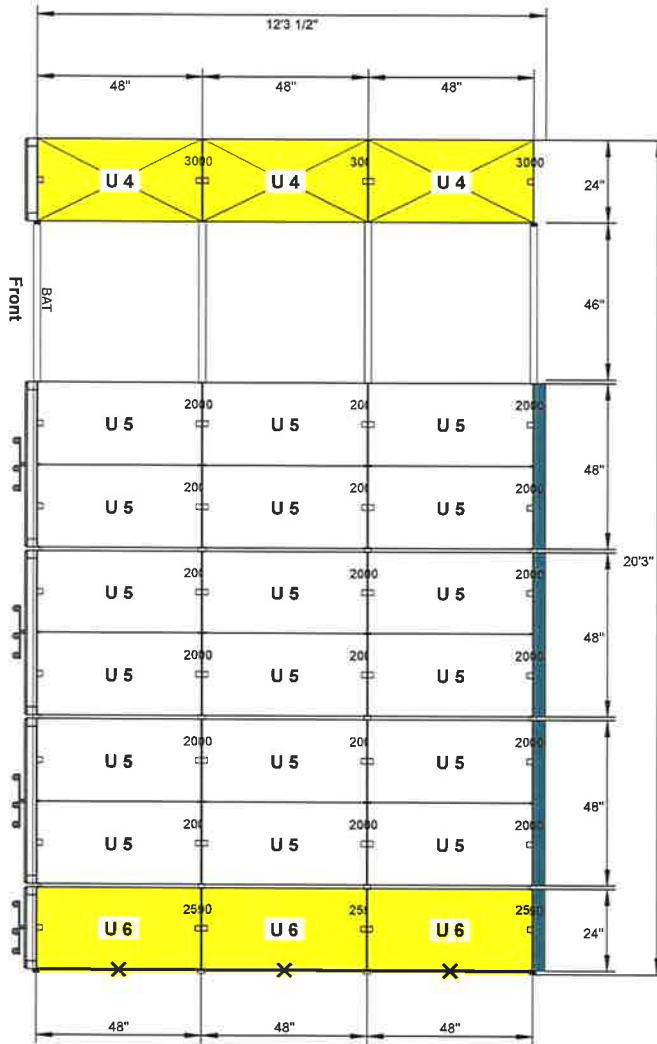
(a) MSS warrants for a period of one year from delivery that the manufacturer is free from defects in workmanship and materials, and that it will repair or replace defective merchandise, at its cost, within a reasonable time, subject to availability of replacement merchandise. No other warranties, expressed or implied, are granted hereunder. No warranty in addition to the foregoing expressed warranties, whether expressed or implied, made by any employee or agent of MSS shall be valid unless reduced to writing and signed by an officer of MSS. **TO THE EXTENT ALLOWED BY LAW, ANY IMPLIED WARRANTY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, IS LIMITED TO THE PERIOD OF ONE YEAR FROM THE DATE OF DELIVERY.**

(b) Buyer shall inspect the merchandise upon delivery. Acceptance of delivery constitutes acceptance of the merchandise as delivered. Any warranty claims for latent defects not discovered upon reasonable inspection must be made in writing within the warranty period.



Shelving in yellow = existing

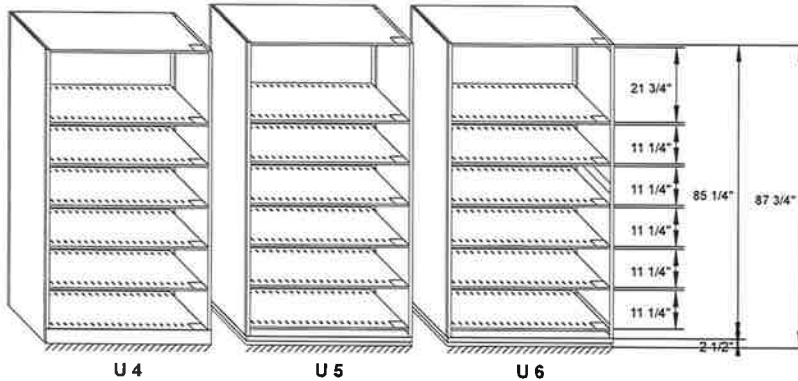
APPROVED: _____



H85 1/4"
85 1/4" x 48" x 24"

H87 3/4"
85 1/4" x 48" x 24"

H87 3/4"
85 1/4" x 48" x 24"



6 openings for storage of banker boxes

Total capacity of Option 1 = 432 boxes

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16e.
10/19/2021

COUNCIL MEETING DATE: 09/21/2021		SUBMITTED BY: Legal Department		
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:

Request to approve the Memorandum of Understanding between City of Bellevue and the Nebraska Commission on Law Enforcement and Criminal Justice (Crime Commission).

SYNOPSIS/BACKGROUND:

This MOU is being proposed because the Nebraska Humane Society is moving to electronic citations when citing Bellevue city code violations through Nebraska Criminal Justice Information System (NCJIS). This MOU outlines the requirements and responsibilities between the City and the Crime Commission when using NCJIS and will allow the City Attorney's office to obtain an NCJIS account, thus enable receipt of electronic citations through NCJIS for prosecution.

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:

It is recommended that the City Council approve the MOU as presented.

ATTACHMENTS:

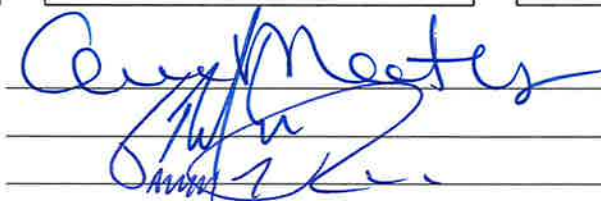
1. Memorandum of Understanding	2. <input type="text"/>	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:





CJIS Advisory Committee

• **Nebraska** Criminal Justice Information System •

Memorandum of Understanding

Regarding the Use and Dissemination of Information relative to the Nebraska Criminal Justice Information System (NCJIS)

This Memorandum of Understanding (MOU) is between the City of Bellevue (hereafter referred to as the Agency) and the Nebraska Commission on Law Enforcement and Criminal Justice (Crime Commission) on behalf of the CJIS Advisory Committee. This agreement is to provide terms to assist in administrative, procedural and statutory obligations of participating entities.

The CJIS Advisory Committee is a cooperative project under the Nebraska Crime Commission and makes electronic information available to approved criminal justice agencies via the Nebraska Criminal Justice Information System (NCJIS) in accordance with cooperative agreements with entities providing relevant data. NCJIS refers to the system, servers and ancillary equipment housing the secure browser based access point by which approved agencies may gain access to the data and related facilities. Dissemination refers to the initial access to as well as subsequent access to and distribution of data and information obtained from NCJIS. Secondary dissemination specifically refers to subsequent provision of data obtained from NCJIS by an NCJIS user to another person or entity.

This agreement provides the basis for access to and use of electronic information maintained by the CJIS Advisory Committee for the purpose of improving public safety and improving the ability of criminal justice agencies in the performance of their official duties. Dissemination of and access to criminal justice information is governed by both state and federal statutes, laws and regulations. Parties to this agreement will comply with and be subject to the provisions therein.

The CJIS Advisory Committee retains the right to impose restrictions on access to NCJIS and the release and use of information. The Agency will be subject to all such restrictions. This MOU sets forth conditions for the electronic access to the NCJIS repository and the dissemination and subsequent use of the information provided. Subsequent conditions may be disseminated in writing or electronically for approval via access to NCJIS. Non-agreement to subsequent conditions will void this MOU and access to NCJIS.

Examples of NCJIS's available data systems and supplying agencies include: the State Probation Administration / NPMIS, the State Patrol / Patrol Criminal History, the Department of Correctional Services / Corrections Tracking System, and the Nebraska Commission on Criminal Justice and Law Enforcement (Crime Commission, Jail Standards Board) / Jail Bookings. The availability of criminal history data and related criminal justice event data should, in and of itself, reinforce to the Agency the need for appropriate and professional actions in all matters regarding the use of NCJIS and the available data. As a general guideline the Agency should operate under the same guidelines as those associated with NCIC (National Crime Information Center).

1. The information provided by NCJIS shall be used solely for such purposes as provided for by federal and Nebraska statutes and regulations.
2. The primary point of contact for NCJIS for execution of this MOU shall be the CJIS Project Manager within the Nebraska Crime Commission, currently Mike Fargen.
3. The signatory Chief Executive Officer for the Agency governed by this MOU shall appoint a single point-of-contact to coordinate and administer that office's contact relative to NCJIS. This person will be the designated NCJIS Agency Administrator.
 - a. Specifically, this Agency Administrator(s) shall be Alicia Bree Robbins and Annie E. Mathews.
 - b. The Agency Administrator(s) will be the primary representative(s) of the Agency for implementation of this memorandum and all related issues.
 - c. The Agency Administrator is required to attend the initial NCJIS Training Session covering access, use and

- security. If this person leaves the Agency or if another person is designated as the Agency Administrator then that person must attend a subsequent training session.
- d. It is recommended that an agency have more than one person attend NCJIS Agency Administrator training and be granted administrator rights and responsibilities.
 - e. The Agency Administrator will
 - i. Approve all applications of individual persons within the office for direct electronic access to NCJIS.
 - ii. Be responsible for ensuring compliance with established rules, regulations and procedures by all authorized users.
 - iii. Report violations in a timely manner to the CJIS Project Manager in writing or by email.
 - f. The Agency will receive on-line notice of changes and the registered Agency Administrator will acknowledge receipt and review of changes signifying compliance with the changes, and thereby binding the organization to the revised operating procedures and policies.
 - g. The availability of data to a particular user or agency will be determined by the entity providing the data and the CJIS Advisory Committee as well as the Agency, which will designate its own users and access.
4. The CJIS Advisory Committee and contributing entities will strive to provide timely, accurate and complete data. However, the data exists with limitations and nuances inherent in any system as well as those in the originating data source systems.
- a. NCJIS data may exist as a mirrored copy of a database, a portion of a database or may be accessed from a database directly.
 - b. Currency of data and its relation to the source data will be displayed through NCJIS.
 - c. Results from searches in NCJIS reflect currently available NCJIS data; NCJIS may not be as current as the originating database.
 - d. A search without response does not indicate a person has not been in these systems.
 - e. Fingerprint based searches should be used for identity verification.
 - f. Agencies are responsible to identify individuals and responses based upon their own criteria, particularly when multiple responses result from a given search.
 - g. NCJIS data is not probable cause to arrest. NCJIS data is but one factor comprising sufficient legal grounds for probable cause to arrest. Correct procedure demands that the agency which placed the record on file be contacted to confirm that the data is accurate and up-to-date.
5. The Agency shall properly identify the purpose for which the information is requested and the identity of the person requesting the dissemination.
- a. Purpose codes for use of the data will include
 - i. Criminal Justice - to denote a query and use of the data in connection with the official duties with the administration of criminal justice
 - ii. Firearms Sales Check (FIFS) - to denote a query or use of the data involving weapons-related background checks
 - iii. Name Check
 - b. NCJIS shall not be used for employment checks provided to the public. It may be used for internal checks of potential personnel.
6. Information provided to the Agency shall be afforded proper security.
- a. The Agency shall ensure that access to all information furnished by the NCJIS repository, to include documents prepared by the agency that contain the substance of the information, is restricted to persons directly involved in the professional use for which the justice information is obtained.
 - b. The Agency shall maintain records of the identities of all persons receiving access to the information and such records shall be furnished to the CJIS Project Manager or designee upon request.
 - c. The Agency shall conduct internal audits and compliance monitoring.
 - d. Copies of information obtained from NCJIS must be afforded security to prevent unauthorized access to or use of the data. When retention or use is no longer required then the records will be disposed of in a secure manner (shredding is recommended).
7. The Agency shall
- a. Establish written procedures for justice information queries, individual employee access, training, receipt and safeguard of disseminations and similar issues of management and security.
 - b. Supervise all system users for whom the Chief Executive Officer has recommended approval of registration and system access. This supervision shall be sufficient to ensure proper use of the NCJIS system and proper safeguarding of information obtained therefrom.
 - c. Notify the CJIS Project Manager of issues concerning non-compliance of
 - i. NCJIS system procedures
 - ii. System Security

- iii. Other requirements with any part of this MOU and subsequent conditions
 - iv. What to include in the notification
 - (a) Person who is in non-compliance
 - (b) Type of infraction
 - (c) When the incident(s) happened (date & time)
 - d. Ensure proper physical security of all hardware, communications lines and automation devices used to access the central repository.
 - e. Maintain a log to record and track any dissemination of data obtained from NCJIS and provided to another individual and/or agency. (NOTE: NCJIS will track and log all electronic queries made by a user. This will be sufficient to satisfy the logging requirement for the initial data inquiry but not for any subsequent dissemination made by the Agency.) The Agency is required to keep sufficiently detailed records to show
 - i. Record disposition of all criminal history reports given to other agencies. Agencies can, at their discretion, track other reports provided to other agencies.
 - ii. Secondary disseminations of data.
 - iii. The log must include but is not limited to
 - (a) What was distributed (eg PCH RAP sheet for John Doe)
 - (b) To whom it was distributed (including name, agency (if applicable))
 - (c) When distributed (date & time)
 - (d) What purpose/use
8. Each Agency employee granted access shall
- a. Safeguard his/her user ID and password, never permit another person to access the NCJIS repository with that ID and password, and never use another person's ID or password.
 - b. Log off the network when finished accessing the central repository. Workstations shall not be unattended while connected to the NCJIS repository.
 - c. Justify each record check conducted.
 - d. Not alter the format or content of any information printed from NCJIS, including NCJIS identifying information.
9. The Agency and its employees granted access will not electronically save data received from NCJIS unless appropriately secured.
- a. Criminal history reports (PCH) will not be saved to computer disk or memory.
10. The Agency will be promptly notified in the event that the CJIS Advisory Committee determines that it is necessary to discontinue providing information, either manually or electronically, either in whole or in part, to the Agency due to failure to comply with the conditions set forth in this memorandum and pursuant to state and federal law and regulation.

Mike Fargen

CJIS Project Manager

CJIS Advisory Committee
Nebraska Crime Commission

Rusty Hike

Mayor

City of Bellevue

(Date)

(Date)

2/7/17

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16f.
10/19/2021

COUNCIL MEETING DATE: 10/19/2021	SUBMITTED BY: Doug Clark, 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:

2021 Concrete Projects

SYNOPSIS/BACKGROUND:

The City of Bellevue Public Works Department issued a Notice for Bids for the East Bank Stabilization Of Mud Creek Under Cornhusker Road Bridge. After review of the bids received, the low, responsive, responsible bidder, Lee Construction, Inc. has been recommended for the project.

FISCAL IMPACT: \$91,063.50 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: East Bank Stabilization Of Mud Creek Under Cornhusker Road Bridge		
CONTRACT EFFECTIVE DATE:	CONTRACT TERM:	CONTRACT END DATE:
PROJECT NAME: East Bank Stabilization Of Mud Creek Under Cornhusker Road Bridge		
START DATE:	END DATE:	PAYMENT DATE:
INSURANCE REQUIRED: YES		
CIP PROJECT NAME: Cornhusker Rd e/ 10th St, Bridge #U023000615P Erosion Mitigation	CIP PROJECT NUMBER: ST22(6)	
STREET DISTRICT NAME (S):	STREET DISTRICT NUMBER (S):	
ACCOUNTING DISTRIBUTION CODE: CIPST22(6)	ACCOUNT NUMBER: 7010	

RECOMMENDATION:

City Council approve and authorize the Mayor to sign the agreement between City of Bellevue and Lee Construction, Inc. in the amount of \$82,785.00, plus a 10% contingency of \$8,278.50, for a total project cost of \$91,063.50 for the East Bank Stabilization Of Mud Creek Under Cornhusker Road Bridge,

ATTACHMENTS:

- | | | |
|--------------|-------------|-----------------------------|
| 1. Bid Sheet | 2. Contract | 3. Letter of Recommendation |
| 4. | 5. | 6. |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

[Handwritten signatures in blue ink]



October 12, 2021

Mr. Dean Dunn, P.E.
Manager of Engineering Services
City of Bellevue, Nebraska
1510 Wall Street
Bellevue, NE 68005

Subject: East Bank Stabilization Of Mud Creek Under Cornhusker Road Bridge
City of Bellevue, Nebraska
HGM Project #104621 / BPW-210312
Bid Tabulation

Dear Dean;

We have checked and tabulated the bids received on Friday, October 8, 2021, regarding the above referenced project, and there were no discrepancies. A total of three bids were received.

Lee Construction, Inc. had the lowest bid, and we hereby recommend award of the subject project to Lee Construction, Inc., of Glenwood, Iowa, for the lump sum bid amount of \$82,785.00.

Attached is the bid tabulation for the above referenced project.

Yours very truly,
HGM ASSOCIATES INC.

A handwritten signature in blue ink, appearing to read "John E. Jorgensen".

John E. Jorgensen, PE
Project Manager

Attachment: Bid Tabulation

CONTRACT

THIS CONTRACT (the "Contract") is made and entered into this _____ day of _____ 20 by and between the City of Bellevue Nebraska, a municipal corporation of the first class and a political subdivision of the State of Nebraska ("City"), and _____ ("Contractor"). Whenever used in this Contract, the term "Party" shall mean City or Contractor, individually, and the term "Parties" shall mean the City and Contractor, collectively.

WHEREAS, Contractor submitted a bid proposal ("Proposal") to City in response to the solicitation or invitation to perform certain work for certain project(s), (as the work and project(s) are more particularly identified in Paragraph 2 of this Contract); and

WHEREAS, Contractor was selected to perform such work subject to the terms, conditions and other provisions of this Contract.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Contract/Contract Documents. Whenever used in this Contract, the term "Contract Documents" shall mean and include this Contract, and (i) the published notice inviting or soliciting bids or proposals in connection with the Work or Projects; (ii) City's request or solicitation for bids or proposals together with all addenda, drawings, schedules, exhibits, manuals, materials and documents attached or relevant to or referenced in such request or solicitation, including all Instructions, Plans, Specifications, Provisions, General or Special Conditions; (iii) Contractor's Bid or Proposal, together with all addenda, drawings, schedules, exhibits, materials and documents attached or relevant to or referenced in such Bid or Proposal; (iv) all payment, performance, labor, materials, maintenance or other bonds or Contract security; and (v) all written change orders, modifications or supplementary terms, conditions or instructions from City pursuant to paragraph 14(g) of this Contract. All Contract Documents shall be considered to be an integral part of this Contract whether or not attached to this written Contract; provided that in the event there shall be any conflict between this written Contract and any of the other Contract Documents, the provisions of this written Contract shall prevail.

2. Contractor's Work. Except to the extent expressly undertaken by City pursuant to the Contract Documents, (i) Contractor shall perform all site preparation and security, labor, supervision, direction, testing, and other services or work ("Work") necessary or appropriate for completion of the **East Bank Stabilization Of Mud Creek Under Cornhusker Road Bridge** ("Project") in accordance with the requirements of the Contract Documents; (ii) Contractor shall furnish at its sole cost and expense all bonds, barricades, materials, supplies, equipment, tools, power, water, light, heat, utilities, transportation and all other services, facilities (whether permanent or temporary) and resources required for the Work; (iii) except to the extent otherwise expressly stated in the Contract Documents, Contractor shall be responsible for all means, methods, techniques, sequences and procedures, including coordination of all Work. Whenever used in this Contract, the term "Work" shall include all Corrective Work, unless the context otherwise requires. Contractor shall commence the Work within ten (10) days ("Commencement Date") after

receiving a Written Notice to Proceed from City. Contractor shall notify City in writing of the Commencement Date prior to undertaking any work.

3. Quality of Work. Contractor shall perform all Work in a good and workmanlike manner using qualified personnel and any equipment and materials required by the Contract Documents.

4. Site Inspection. Contractor acknowledges that it has inspected the Project site. Contractor waives any claim for additional time, costs, expenses, compensation or other amounts in connection with any condition (known, apparent, or concealed), which it may encounter at the Project site.

5. Contractor's Warranties. All Work is warranted by Contractor to be of highest quality, to be free from any faults or defects and to conform in all respects with the requirements of the Contract Documents.

6. Time of Essence/Liquidated Damages. Time schedules, limits or requirements specified in the Contract Documents are of the essence to this Contract. All Work shall be completed in accordance with the "Specifications", as attached hereto as Exhibit "A" and incorporated herein by this reference, unless (i) extended by City, in its sole discretion, or (ii) prevented (assuming, in all such events, Contractor's use of its best efforts to timely complete such Work) by the act or neglect of City or by an act of God or for other reasons beyond the control of Contractor, in which event time shall be extended for such reasonable time as City may determine. Whenever any Work shall not be so completed, then as liquidated damages and not as a penalty, Contractor shall pay City, within five (5) days of demand, the sum of Five Hundred and no/100ths Dollars (\$500.00) per day for each and every calendar day that the Work shall remain uncompleted.

7. Contractor's Compensation/Retainage. City shall pay the Contractor in current U.S. funds for the Contractor's performance of the Work. All Work, including any unit cost shall be undertaken at and performed in accordance with Contractor's Bid or Proposal. Subject to additions and deductions as provided in the Contract Documents, the aggregate cost of the Work shall not exceed Eighty-Two Thousand Seven Hundred Eighty-Five Dollars and Zero Cents (\$82,785.00) ("Contract Sum").

Upon completion of Work at the Project site, Contractor shall submit an invoice requesting payment ("Application for Payment") based upon the amount of Work actually completed at the Project site and Contractor shall set forth in detail the Work performed at the rate specified on Contractor's Bid or Proposal. Unless withheld by city because the Project Site Work does not comply with the Contract Documents or because the Contractor's failure to otherwise comply with the requirements of this contract as they may apply to any of the Work, City shall pay contractor ninety percent (90%) of the invoice within thirty (30) days of its receipt. Final payment constituting the entire unpaid balance of the Contract Sum shall be made by City to Contractor when the Contract has been fully performed and accepted, including Contractor's responsibility to correct nonconforming Work and to satisfy other requirements, if any, which necessarily survive final payment. Prior to final payment, Contractor shall provide evidence that

all employees, subcontractors, material suppliers and other persons or entities have been paid in full for any labor, materials, supplies or equipment used in connection with the Work; such evidence shall consist of receipts, releases, and waivers of liens, claims, security interests, or encumbrances arising out of the Work, to the extent and in such form as may be designated by City. At any time Contractor submits an Application for Payment, it shall constitute a representation by Contractor that all Work is completed as warranted by paragraph 5 of this Contract.

8. Corrective Work. Whenever discovered prior to the expiration of the Warranty Period, Contractor shall promptly correct any Work ("Corrective Work"), which is found to be substandard, defective or otherwise not in accordance with this Contract whether or not such Work or Corrective Work has been completed, installed or constructed. Contractor shall bear all costs and expense of Corrective Work, including all professional, testing, removal or inspection costs.

9. Risk of Loss. Contractor shall bear all risk of loss of or damage to all Work until (i) all Work has been satisfactorily completed and accepted; and (ii) in the case of Corrective Work, until the Corrective Work has been completed to the satisfaction of the City.

10. Contractor's Indemnity. Contractor shall defend, indemnify and hold City, its agents and employees harmless from and against any claims, damages (including damages for any personal injury, bodily injury, including death, or property damages), losses and expenses, including any reasonable attorney fees, of any person or entity arising or resulting from or out of (i) Contractor's performance under this Contract; (ii) any breach or default in or any violation or nonperformance of any covenant, term, provision, condition or agreement ("Default") in this Contract to be kept, observed, satisfied or performed by Contractor; (iii) any alleged act, error, omission or negligence of Contractor, its employees, subcontractors, agents, or any other person acting on behalf of Contractor; (iv) any material misrepresentation by Contractor; or (v) Contractor's operations in or about any Project site while Contractor is performing Work on such Project site except to the extent such claims result or arise from or out of, solely and proximately, from City's negligence, unlawful conduct or material breach of this Contract.

11. Termination for Default. In addition to any other remedies at law or in equity, City may terminate this Contract whenever Contractor (i) repeatedly refuses to materially comply with any reasonable requirement of City; (ii) fails to timely make any payment required by this Contract; or (iii) fails or refuses to cure any other Default within seven (7) days from written notice from City specifying such Default. Termination shall be effective immediately upon notice from City; provided, however, City may, without prejudice to any of its other rights or remedies under this Contract or otherwise, correct such Default in which event Contractor shall reimburse City for all costs and expenses incurred in undertaking such cure or to collect such reimbursement from Contractor.

12. Survival of City's Rights. All indemnity obligations of Contractor under this Contract and the Contractor's obligations under Paragraphs 5, 8 and 10 of this Contract shall survive the completion of all Work and the expiration or termination of this Contract.

13. Bonds and Insurance. Contractor shall furnish to the Department of Public Works for City at least five days prior to commencing any Work under this Contract a Performance Bond in an amount equal to 100% of the Contract Sum and a 100% Labor and Material Bond and all other Contract security and all policies or certificates of insurance which are required by the Contract Documents.

Contractor will maintain and provide evidence of the following insurance coverages from insurance companies acceptable to the city:

- Commercial General Liability \$1,000,000 per occurrence, \$2,000,000 aggregate, City of Bellevue named as an Additional Insured including completed operations, Waiver of Subrogation in favor of City of Bellevue.
- Commercial Auto Liability - \$500,000 combined single limit.
- Workers Compensation/Employers Liability - Statutory limits \$100,000, \$500,000, \$100,000 limits, Waiver of Subrogation in favor of City of Bellevue.
- Commercial Umbrella Liability - \$2,000,000 minimum limit, City of Bellevue named as Additional Insured.
- Builders Risk/Installation Floater - Limit equal to completed value of project. Coverage must apply to City's and all subcontractors interests in property and project.

14. Miscellaneous.

a. Contractor shall promptly pay all persons or entities that have furnished any services, labor, material, equipment or supplies in connection with any of the Work.

b. Contractor shall secure and pay for all permits, fees, and licenses for execution and completion of the Work.

c. Contractor shall perform all Work in compliance with applicable federal, state and local laws, rules and regulations applicable to such performance. Contractor shall comply at all times with the Fair Employment Practices Act (Nebraska Revised Statutes, Sections 48-1101 *et seq.*). Contractor shall pay the Unemployment Compensation Fund of the State of Nebraska any unemployment contributions and interest due under provisions of the Nebraska Revised Statutes (Sections 48-601 *et seq.*).

d. Contractor shall provide City or its representatives access to all Work (including Work in progress) for inspection or other appropriate purposes during all reasonable times. Contractor shall uncover any Work which has not been inspected at its sole cost and expense unless due to the neglect of City.

e. Contractor shall keep the Project site(s) free from accumulation of rubbish, debris and hazards. Upon completion of Work at each Project site, Contractor shall remove all surplus materials, all tools, equipment, machinery, waste, rubbish and other items not constituting a part of the completed Work.

f. Contractor shall be responsible for all acts, errors, omissions or neglect of Contractor's agents and employees, including Contractor's subcontractors and its agents or employees.

g. City shall have the right to make minor changes in the Work, including Drawings, Plans, and Specifications, at no additional compensation or consideration to Contractor by notice in writing to Contractor. All other changes in Work shall be by written Change Order executed by the Project representative of each Party. City and Contractor each represents that its Project representative is authorized to execute such Change Order and shall be bound by the same; provided, however, that prior approval of the Bellevue City Council shall be required for (i) any Change Order resulting in an adjustment to the Contractor's compensation of more than \$10,000, or (ii) any Change Order or series of Change Orders which in the aggregate increase Contractor's compensation by ten percent (10%) or more of the original compensation.

h. Neither (i) City's payment of any invoice, nor (ii) the presence of City or its representatives on any Project site, nor (iii) the inspection or approval of any Work shall constitute acceptance of such Work as compliant or otherwise being in accordance with the Contract Documents and shall not be construed to waive any right to indemnity or any other right or remedy of City for any Default of Contractor.

i. Contractor may not assign or subcontract all or any portion of the Work, except as specified in the Bid or Proposal, without City's prior written consent, which may be withheld in City's absolute discretion.

j. Contractor shall not assign any moneys due or to become due under this Contract without the prior written consent of City, which may be withheld in City's absolute discretion.

k. Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working for the Contractor, to solicit or secure this Contract, and that he has not paid or agreed to pay any company or person, fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Contract.

l. Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection and warnings to prevent damage, injury or loss to employees, subcontractors and any other persons, such as pedestrians or motorists, who may be present upon or within the vicinity of a Project site while Work is being performed or in progress.

m. Any approval, notice or communication to a Party required or permitted by this Contract shall be sufficient only if made in writing.

(i) Any notice which may be permitted or required to be given pursuant to this Contract shall be delivered personally or shall be sent by United States certified mail, postage prepaid addressed as set forth below:

If to City:

City of Bellevue

Attn: _____
1510 Wall Street
Bellevue, NE 68005
Fax No.: (402) 293-3173

With a copy to:

Alicia Robbins
Bellevue City Attorney
1500 Wall Street
Bellevue, NE 68005

If to Contractor:

Lee Construction, Inc.
108 S. Chestnut Street
Glenwood, Iowa 51534
(402) 660-2381

With a copy to:

Fax No.: _____

(ii) Each Party may from time to time change its address for receipt of notices by sending a notice in the manner provided to the others specifying the new address.

(iii) Each notice given by certified mail shall be deemed delivered on the date of delivery as shown on the return receipt, or if delivery is attempted at the last address specified and if the notice is returned, notice shall be deemed delivered on the date the notice was originally sent. Each notice delivered in any other manner shall be deemed delivered as of the time of actual receipt thereof. In the event the Parties utilize "facsimile" transmitted signed documents, the Parties hereby agree to accept and to rely upon such documents as if they bore original signatures. Each Party acknowledges and agrees to provide to the other Party, within 72 hours of transmission, such documents bearing the original signatures.

n. City's Project representative shall be Public Works Director Jeff Roberts, or his designee.

o. A failure by a Party to enforce any of its rights under this Contract shall not at any time constitute a waiver of such right or any other right, and shall not modify any rights, remedies or obligations of such Party under this Contract or otherwise.

p. The Contract Documents form the entire agreement of the Parties and supersede any prior oral or written agreements of the Parties in connection with the subject matter of this Contract. Neither this Contract, nor any of the Contract Documents, shall be modified or amended except in a writing duly executed by City.

q. Contractor shall comply with: (i) the provisions of Executive Order 11246 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by Department of Labor regulation (41 C.F.R., Part 60); (ii) the Copeland "Anti-kickback" Act (18 U.S.C. 874), as supplemented in Department of Labor regulations (20 C.F.R., Part 3); and (iii) all applicable provisions of the Regulations of the U.S. Department of Commerce (Part 8 of Subtitle 15 of the C.F.R.) issued pursuant to the Civil Rights Act of 1964 and all applicable federal, state and local laws.

r. The Contractor represents that no gratuities (in the form of entertainment, gifts or otherwise) were offered or given to any officer, agent, employee or representative of the City with a view towards securing a contract or securing favorable treatment with respect to the wording, amending or the making of any determination with respect to the performance of this Agreement.

s. Contractor shall not discriminate against any employee, or applicant for employment, to be employed in the performance of the Work, because of race, color, religion, sex, disability, or national origin, with respect to the hire, tenure, terms, conditions, privileges or employment of such employee or applicant.

t. Within thirty (30) days of the date of this Contract, Contractor shall adopt an affirmative action policy and program for equal employment opportunity similar to but not limited to the Equal Employment Action Program of City. Further, within ninety (90) days of the date of this Contract, assuming this Contract is of a duration of at least ninety (90) days, and annually thereafter for the duration of this Contract, Contractor shall submit an affirmative action report to City. By executing this Contract, Contractor acknowledges and agrees to comply with City's Affirmative Action Equal Opportunity Policy Statement, as attached hereto as Exhibit "B" and incorporated herein by this reference.

u. References to any document or other instrument includes all amendments and replacements thereof and supplements thereto. References to provisions of law shall be construed as references to those provisions as respectively amended, extended, consolidated or reenacted or as their application is modified by other provisions from time to time and shall include any provisions of which they are reenactments (whether with or without modification), any orders, regulations, instruments, or other subordinate legislation made under the relevant statute.

v. Each Party agrees that it has been given the opportunity to thoroughly discuss all aspects of this Contract with an attorney of its choosing and that each Party has carefully read and fully understands all of the provisions of this Contract. Each Party further represents and acknowledges that in executing this Contract it has not relied upon any representation or statement of the other Party or the other Party's officers, directors, employees, agents, council members or attorneys with regard to the subject matter, basis or effect of this Contract outside of the content of this Contract.

w. The provisions of this Contract are intended to be performed in accordance with, and only to the extent permitted by, all applicable requirements of law. If any provision of this Contract or the application of the Contract to any person or circumstance shall, for any reason and to any extent, be held invalid or unenforceable, neither the remainder of this Contract nor the application of this Contract or such provision to any other person or circumstance or other instruments referred to in this Contract or affected provision shall be affected thereby but, rather, the same shall be enforced to the fullest extent permitted by law. In the event that any provision of this Contract, or the application thereof, is held by any court of competent jurisdiction to be illegal or unenforceable, the Parties shall attempt in good faith to agree upon an equitable adjustment in order to overcome to the greatest extent possible the effect of such illegality or unenforceability.

x. The failure of any Party to insist upon the strict observance and performance of the terms, provisions or conditions of this Contract shall not be deemed a waiver of other obligations hereunder, nor shall it be considered a future or continuing waiver of the same terms, provisions or conditions.

y. This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

z. If there occurs a conflict between or among this Contract, the Specifications and General Conditions, the Bid Schedules and a part hereof or any Addenda, the prevailing provisions, as between the Parties, shall be: first, those contained in this Contract; second, those contained in the applicable Specifications and General Conditions and Bid Schedules to the extent not inconsistent with this Contract; and third, those continued in any applicable Addenda to the extent not inconsistent with this Contract or such Specifications and General Provisions and Bid Schedules. Thereafter, if further interpretation is needed, the Parties acknowledge Contractor having bid for this Contract via the Bid Documents prepared by City Engineer, City of Bellevue.

aa. Contractor shall not be entitled to terminate this Contract or suspend any of the Work for any reason whatsoever, including any breach of this Contract by City.

bb. E-Verify The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department

of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

IN WITNESS THEREOF, the parties have duly authorized the execution and delivery of this Contract.

CITY OF BELLEVUE, NEBRASKA

ATTEST:

BY: _____
Mayor

BY: _____
City Clerk

ATTEST:

BY: _____

TITLE: _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16g.
10/19/2021

COUNCIL MEETING DATE: 10/19/2021	SUBMITTED BY: Chief Guido	
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:

Replace engine 15 for \$669,250 and additional equipment replacement for \$28,000

SYNOPSIS/BACKGROUND:

Engine 15 is a 1994 Seagrave pumper and is 27years old. We will also be replacing equipment that is currently on the engine and also needs to be updated.

With supply shortages we are looking at a ten to thirteen month delivery time. Over budget due to supply shortages and inflation since budget.

Can not delay replacement and can not reduce cost.

FISCAL IMPACT: 697,250 BUDGETED FUNDS?: YES 625,000.00 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: Replace engine 15 CIP PROJECT NUMBER: CIP F122 (1)

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

ACCOUNTING DISTRUBUTION CODE: CIP F122 (1) ACCOUNT NUMBER: 7105 (1290 if secured deposit)

RECOMMENDATION:

Approve purchase of pumper and equipment for up to \$697,250.00.
(There is a prepay option to save \$19,429 if we pay for the engine at contract signing but only if the deposit can be secured and collateralized, otherwise, will pay full price as negotiated (\$697,250) at delivery.)

ATTACHMENTS:

- Purchase agreement
-
-
- Proposal letter
-
-

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Chief Guido

Mark [unclear]



October 11, 2021

Assistant Chief Steve Betts
Bellevue Fire Department
211 West 22nd Avenue
Bellevue, NE 68005

Subject: **Proposal for One (1) Pierce Impel Pumper
Proposal / Bid #1075**

Dear Assistant Chief Betts,

With regard to the above subject, please find attached our completed proposal.

Pricing, is as follows, including 100% prepay option.

Pricing Summary:

Sale Price – **\$669,250.00***
**Sourcewell Consortium Pricing – ID #193643*

100% Performance Bond:

Included in the price above.

100% Prepayment Option:

Should the Bellevue Fire Department elect to make a 100% prepayment at contract execution, a discount of **(\$19,429.00)** can be subtracted from the above "Sale Price" resulting in a revised contract price of **\$649,821.00**

Terms and Conditions:

Taxes – Not Applicable
Freight – F.O.B. – Appleton, WI / Delivery to Bellevue, NE
Terms – Net due prior to vehicle(s) release at the Pierce Manufacturing Plant (Appleton, WI). Net due at Contract signing for **Prepay discount** to be applicable.
Delivery – 13.5 – 16.5 months from receipt and acceptance of contract.



MINNESOTA ILLINOIS INDIANA MISSOURI NEBRASKA NORTH DAKOTA SOUTH DAKOTA

Said apparatus and equipment are to be built and shipped in accordance with the specifications hereto attached, delays due to strikes, war, or international conflicts, or other causes beyond our control not preventing, could alter the delivery schedule.

The specifications herein contained, shall form a part of the final contract, and are subject to changes as desired by the purchaser, provided such changes are acknowledged and agreed to in writing by the purchaser.

This proposal for fire apparatus conforms with all Federal Department of Transportation (DOT) rules and regulations in effect at the time of bid, and with all National Fire Protection Association (NFPA) Guidelines for Automotive Fire Apparatus as published at the time of bid, except as modified by customer specifications.

The attached proposal is valid for 30 days.

We trust the above and the enclosed to be full and complete at this time; however, should you have any questions or require additional information, please do not hesitate to contact me at 308.850.2811.

We wish to thank the Bellevue Fire Department for the opportunity to submit our proposal.

Respectfully,

Todd Clyne

Todd Clyne
Apparatus Sales
MacQueen Equipment LLC
DBA MacQueen Emergency Group

PURCHASE AGREEMENT

This Purchase Agreement (together with all attachments referenced herein, the "Agreement"), made and entered into by and between MacQueen Equipment, LLC, as Delaware corporation DBA MacQueen Emergency ("MacQueen"), and City of Bellevue Fire Department, (customer) is effective as of the date specified in Section 3 hereof.

1. Definitions

- a. **"Product"** means the fire apparatus and any associated equipment furnished for the Customer by MacQueen, pursuant to the specifications.
- b. **"Specifications"** means the general specifications, technical specifications, orientation, and testing requirements for the Product contained in the MacQueen Proposal for the Product prepared in response to the Customer's request for proposal.
- c. **"MacQueen Proposal"** means the proposal provided by MacQueen attached as Exhibit C prepared in response to the Customer's request for proposal.
- d. **"Delivery"** means the date MacQueen is prepared to make physical possession of the Product available to the Customer.

2. Purpose

This Agreement sets forth the terms and conditions of MacQueen's sale of the Product to the Customer.

3. Term of Agreement

This Agreement will become effective on the date it is signed and approved by MacQueen's authorized representative pursuant to Section 22 hereof ("Effective Date") and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon the Customer's Acceptance and payment in full of the Purchase Price.

4. Purchase and Payment

The Customer agrees to purchase the Product specified on Exhibit A for the total purchase price of \$669,250.00 ("Purchase Price"). Prices are in US Funds.

NOTE: Upon final inspection at the factory for pick-up or delivery, the customer will need to supply a "Certificate of Insurance" and "FULL PAYMENT" prior to release of the vehicle, unless prior arrangements for vehicle's release have been made.

5. Future Changes

Various state or federal regulatory agencies (e.g. NFPA, DOT, EPA) may require changes to the Specifications and/or the Product and in any such event any resulting cost increases incurred to comply therewith will be added to the Purchase Price to be paid by the Customer. In addition, any future drive train upgrades (engine, transmission, axles, etc.), or any other specification changes have not been calculated into our annual increases and will be provided at additional cost. To the extent practicable, Company will document and itemize any such price increase for the Customer's approval before proceeding.

6. Agreement Changes

The Customer may request that MacQueen incorporate a change to the Products or the Specifications for the Products by delivering a change order to MacQueen; provided, however, that any such change order must be in writing and include a description of the proposed change sufficient to permit MacQueen to evaluate the feasibility of such change ("Change Order"). Within seven (7) business days of receipt of a Change Order, MacQueen will inform the Customer in writing of the feasibility of the Change Order, the earliest possible implementation date for the Change Order, of any increase or decrease in the Purchase Price resulting from such Change Order, and of any effect on production scheduling or Delivery resulting from such Change Order. MacQueen shall not be liable to the Customer for any delay in performance or Delivery arising from any such Change Order. A Change Order is only effective when counter-signed by MacQueen's authorized representative.

7. Cancellation/Termination

In the event this Agreement is cancelled or terminated by a party before completion, MacQueen may charge a cancellation fee. The following charge schedule based on costs incurred may be applied: (a) 10% of the Purchase Price after order is accepted and entered by MacQueen; (b) 20% of the Purchase Price after completion of approval drawings, and; (c) 30% of the Purchase Price upon any material requisition. The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. MacQueen endeavors to mitigate any such costs through the sale of such Product to another purchaser; however, Customer shall remain liable for the difference between the Purchase Price and, if applicable, the sale price obtained by MacQueen upon sale of the Product to another purchaser, plus any costs incurred by MacQueen to conduct any such sale.

8. Delivery, Inspection, and Acceptance

a. Delivery

Delivery of the Product is scheduled to be within **14.5-16.5 months** of the Effective Date of this Agreement. Risk of loss shall pass to Customer upon Delivery. Delivery shall be made and title shall pass upon Customer's complete fulfillment of its obligations arising under Section 4 hereof.

b. Inspection and Acceptance

Upon Delivery, Customer shall have fifteen (15) days within which to inspect the Product for substantial conformance to the material Specifications, and in the event of substantial non-conformance to the material Specifications to furnish MacQueen with written notice sufficient to permit MacQueen to evaluate such non-conformance ("Notice of Defect"). Any Product not in substantial conformance to material Specifications shall be remedied by MacQueen within thirty (30) days from the Notice of Defect. In the event MacQueen does not receive a Notice of Defect within fifteen (15) days of Delivery, Product will be deemed to be in conformance with Specifications and Accepted by Customer.

9. Notice

Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

MacQueen Equipment, LLC
1125 7th Street East
St. Paul, MN 55106

City of Bellevue Fire Department
Assistant Chief Steve Betts
211 West 22nd Avenue
Bellevue, NE 68005

10. Standard Warranty

The equipment sold herein will be manufactured by Pierce Manufacturing, Inc. and any warranties are attached hereto as Exhibit B and made a part hereof. Any additional warranties must be expressly approved in writing by Pierce's authorized representative and MacQueen.

a. Disclaimer

Other than as expressly set forth in this agreement, neither Pierce, its Parent Company, Affiliates, Subsidiaries, Licensors, suppliers, distributors, dealers, including without limitation, MacQueen, or other respective officers, directors, employees, shareholders, agents or representatives, make any express or implied warranties with respect to the products provided hereunder or otherwise regarding this agreement, whether oral or written, express, implied or statutory. Without limiting the foregoing, any implied warranty against infringement, and the implied warranty of condition of fitness for a particular purpose are expressly excluded and disclaimed. Statements made by sales representatives or in promotional materials do not constitute warranties.

b. Exclusions of Incidental and Consequential Damages

In no event shall MacQueen be liable for consequential, incidental or punitive damages incurred by Customer or any third party in connection with any matter arising out of or relating to this Agreement, or the breach thereof,

regardless of whether such damages arise out of breach of warranty, tort, contract, strict liability, statutory liability, indemnity, whether resulting from non-delivery or from MacQueen's own negligence, or otherwise.

11. Insurance

MacQueen maintains the following limits of insurance with a carrier(s) rated A- or better by A.M. Best:

Commercial General Liability Insurance:

Products/Completed Operations Aggregate: \$ 2,000,000
Each Occurrence: \$ 2,000,000

Umbrella/Excess Liability Insurance:

Aggregate: \$ 5,000,000
Each Occurrence: \$ 5,000,000

The Customer may request MacQueen to provide the Customer with a copy of a current Certificate of Insurance with the coverages listed above.

12. Indemnity

The Customer shall indemnify, defend and hold harmless MacQueen, its officers, employees, dealers, agents or subcontractors, from any and all claims, costs, judgments, liability, loss, damage, attorneys' fees or expenses of any kind or nature whatsoever (including, but without limitation, personal injury and death) to all property and persons caused by, resulting from, arising out of or occurring in connection with the Customer's purchase, installation or use of goods sold or supplied by MacQueen which are not caused by the sole negligence of MacQueen or Pierce.

13. Force Majeure

MacQueen shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond MacQueen's control which make MacQueen's performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

14. Default

The occurrence of one or more of the following shall constitute a default under this Agreement:

(a) the Customer fails to pay when due any amounts under this Agreement or to perform any of its obligations under this Agreement; (b) MacQueen fails to perform any of its obligations under this Agreement; (c) either party becomes insolvent or become subject to a bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement is false in any material respect; (e) the Customer dissolves, merges, consolidates or transfers a substantial portion of its property to another entity; or (f) the Customer is in default or has breached any other contract or agreement with MacQueen.

15. Relationship of Parties

Neither party is a partner, employee, agent, or joint venture of or with the other.

16. Assignment

Neither party may assign its rights and obligations under this Agreement unless it has obtained the prior written approval of the other party.

17. Governing Law; Jurisdiction

Without regard to any conflict of law's provisions, this Agreement is to be governed by and under the laws of the state of Minnesota.

18. Facsimile Signatures

The delivery of signatures to this Agreement by facsimile transmission shall be binding as original signatures.

19. Entire Agreement

This Agreement shall be the exclusive agreement between the parties for the Product. Additional or different terms proposed by the Customer shall not be applicable, unless accepted in writing by MacQueen's authorized representative. No change in, modification of, or revision of this Agreement shall be valid unless in writing and signed by MacQueen's authorized representative.

20. Conflict

In the event of a conflict between the Customer Specifications and the MacQueen Proposal, the MacQueen Proposal shall control.

21. Additional Orders

Company, at its sole discretion, will allow the terms of this contract to be extended to both the Customer, as well as to other Municipal, State, or Federal agencies for similar unit(s). Company will allow tag on / additional orders for up to three (3) years from the date of contract execution. To facilitate pricing, Company will quote the original price plus manufacturer's price increases or Producer's Price Index (PPI) whichever is greater as it applies to either Fire Apparatus and/or commercial heavy truck industries. Additionally, any regulatory changes (NFPA, EPA, Engine Emissions, FMVSS, etc.) will also have to be added to the price as they become applicable. Change orders to the original specification will need to be authorized, signed, and accepted by Company. Any entity using this tag-on/additional orders program will be required to sign a new contract commencing the relationship. Additionally, if required by the Purchaser, any new tag-on / additional orders that require a "separate" Performance bond will be separately priced. This contract, including its appendices, embodies the entire agreement between the parties relating to the subject matter contained herein and merges all prior discussions and agreements. No agent or representative of Company has authority to make any representations, statements, warranties, or agreements not herein expressed and all modifications of amendments of this agreement, including any appendices, must be in writing and executed by an authorized representative of each of the parties hereto. No surety of any performance bond given by Company to the Customer in connection with this Agreement shall be liable for any obligation of Company arising under the Standard Applicable Warranty.

22. Signatures

This Agreement is not effective unless and until it is approved, signed and dated by MacQueen's authorized representative.

Accepted and Agreed to:

MACQUEEN EQUIPMENT, LLC

CITY OF BELLEVUE FIRE DEPARTMENT

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



EXHIBIT A – PURCHASE PAYMENT TERMS & CONDITIONS

MacQueen Equipment, LLC
1125 7th Street East
St. Paul, MN 55106

Customer Name City of Bellevue Fire Department Date October 12, 2021

Quantity	Chassis Type	Body Type	Price per Unit
1	Impel	Pumper	\$669,250.00*

**Sourcewell Consortium Pricing – ID #1276*

PERFORMANCE BOND:

Included in the Contract Price.

100% PREPAYMENT OPTION: DUE AT CONTRACT EXECUTION TO BE APPLICABLE.

If 100% prepayment is made with contract, deduct (\$19,429.00) from contract price.

Payment due with contract is \$649,821.00

Initial here to accept: _____

This contract is available for inter-local and other municipal corporations to utilize with the option of adding or deleting any Company available options, including chassis models. Any addition or deletion may affect the unit price.

“PAYMENT TERMS”

100% of contract price or any balance is due prior to vehicle(s) release at the Pierce Manufacturing Plant (Appleton, WI).

“TAXES”

Federal, State, and Local Taxes are not included in the contract price.

“LATE PAYMENT”

A late fee of .033% of the sale price will be charged per day for overdue payments beginning ten (10) days after the payment is due for the first thirty (30) days. The late fee increases to .044% per day until the payment is received.

[NOTE: If deferred payment arrangements are required, the Customer must make such financial arrangements through a financial institution acceptable to MacQueen.] All taxes, excises and levies that MacQueen may be required to pay or collect by reason of any present or future law or by any governmental authority based upon the sale, purchase, delivery, storage, processing, use, consumption, or transportation of the Product sold by MacQueen to the Customer shall be for the account of the Customer and shall be added to the Purchase Price. All delivery prices or prices with freight allowance are based upon prevailing freight rates and, in the event of any increase or decrease in such rates, the prices on all unshipped Product will be increased or decreased accordingly. Delinquent payments shall be subject to a carrying charge of 1.5 percent (1.5%) per month or such lesser amount permitted by law. MacQueen will not be required to accept payment other than as set forth in this Agreement. However, to avoid a late charge assessment in the event of a dispute caused by a substantial nonconformance with material Specifications (other than freight), the Customer may withhold up to five percent (5%) of the Purchase Price until such time that MacQueen substantially remedies the nonconformance with material Specifications, but no longer than sixty (60) days after Delivery. If the disputed amount is the freight charge, the Customer may withhold only the amount of the freight charge until the dispute is settled, but no longer than sixty (60) days after Delivery. MacQueen shall have and retain a purchase money security interest in all goods and products now or hereafter sold to the Customer by MacQueen or any of its affiliated companies to secure payment of the Purchase Price for all such goods and products. In the event of nonpayment by the Customer of any debt, obligation or liability now or hereafter incurred or owing by the Customer to MacQueen, MacQueen shall have and may exercise all rights and remedies of a secured party under Article 9 of the Uniform Commercial Code (UCC) as adopted by the state of Minnesota.

THIS PURCHASE DETAIL FORM IS EXPRESSLY SUBJECT TO THE PURCHASE AGREEMENT TERMS AND CONDITIONS DATED AS OF October 12, 2021 BETWEEN MACQUEEN AND City of Bellevue Fire Department (customer) WHICH TERMS AND CONDITIONS ARE HEREBY INCORPORATED IN, AND MADE PART OF, THIS PURCHASE DETAIL FORM AS THOUGH EACH PROVISION WERE SEPARATELY SET FORTH HEREIN, EXCEPT TO THE EXTENT OTHERWISE STATED OR SUPPLEMENTED BY MACQUEEN HEREIN.

Is Customer Name and Address listed on page 2 to be used on Certificate of Origin (CO)? Yes No

If not, please provide correct name and address to be listed on CO. _____

Is there a lienholder? Yes No

If yes, please provide lienholder information. _____

EXHIBIT B – PROPOSAL OPTION LIST WITH WARRANTIES

SEE ATTACHED PROPOSAL OPTION LIST Bid Number 1075 Dated 10/11/2021 FOR ALL APPLICABLE OPTIONS AND WARRANTIES APPROVED WITH CONTRACT.

EXHIBIT C - PROPOSAL

SEE PROPOSAL FOR Bid Number 1075 Dated 10/11/2021 .



Option List

10/11/2021

Customer:	Bellevue Fire Department	Bid Number:	1075
Representative:	Clyne, Todd	Job Number:	
Organization:	MacQueen Emergency Group	Number of Units:	1
Requirements Manager:		Bid Date:	10/11/2021
Description:	Impel Pumper BMP - Bellevue	Stock Number:	
Body:	Pumper, Medium, Aluminum, 2nd Gen	Price Level:	40 (Current: 40)
Chassis:	Impel Chassis, 2010	Lane:	

Line	Option	Type	Option Description	Qty
1	0766611		Boiler Plates, Pumper Fire Department/Customer - Bellevue FD Operating/In conjunction W-Service Center - Operating Miles - 50 Miles Number of Fire Dept/Municipalities - 5 Bidder/Sales Organization - Pierce Mfg Delivery - Delivery representative Dealership/Sales Organization, Service - MacQueen Emergency	1
2	0661794		Single Source Compliance	1
3	0584456		Manufacture Location, Appleton, Wisconsin	1
4	0584452		RFP Location: Appleton, Wisconsin	1
5	0588609		Vehicle Destination, US	1
6	0610784		Comply NFPA 1901 Changes Effective Jan 1, 2016, With Exceptions	1
7	0533347		Pumper/Pumper with Aerial Device Fire Apparatus	1
8	0588611		Vehicle Certification, Pumper	1
9	0661778		Agency, Apparatus Certification, Pumper/Tanker, U.L.	1
10	0020531		Product Improvements	1
11	0009999		Service Facility (to be used as a base)	1
12	0536644		Customer Service Website	1
13	0766110		Consortium, Sourcewell	1
14	0537375		Unit of Measure, US Gallons	1
15	0529326		Bid Bond, 10%, Pierce Built Chassis	1
16	0050066		Performance Bond, 100% Req'd (Statement by Rep)	1
17	0000007		Approval Drawing	1
18	0002928		Electrical Diagrams	1
19	0597579		Impel Chassis, 2010	1
20	0000110		Wheelbase Wheelbase - 217.00	1
21	0000070		GVW Rating GVW rating - 46,500	1
22	0000203		Frame Rails, 13.38 x 3.50 x .375, Qtm/AXT/Imp/Vel/DCF	1
23	0756525		Frame Liner, Internal "C" 12.50" x 3.00" x .25", XT/Vel/Imp,Enf Full Lgth, 56"Qv	1
24	0508848		Axle, Front, Oshkosh TAK-4, Non Drive, 19,500 lb, Imp/Vel	1
25	0030264		Suspension, Front TAK-4, 19,500 lb, Qtm/AXT/Imp/Vel/Dash CF/Enf	1
26	0087572		Shock Absorbers, KONI, TAK-4, Qtm/AXT/Imp/Vel/DCF/Enf	1
27	0000322		Oil Seals, Front Axle	1
28	0677584		Tires, Front, Goodyear, G296 MSA, 385/65R22.50, 18 ply, Fire Service Load Rating	1
29	0019611		Wheels, Front, Alcoa, 22.50" x 12.25", Aluminum, Hub Pilot	1
30	0626609		Axle, Rear, Dana S30-190, 31,000 lb, Imp/Vel/Dash CF	1
31	0544253		Top Speed of Vehicle, 68 MPH	1
32	0122074		Suspen, Rear, Standens, Spring, 31,000 lb, Imp/Vel/Dash CF	1
33	0000500		Shock Absorbers on Rear Axle	1
34	0000485		Oil Seals, Rear Axle	1
35	0000482		Driver Controlled Differential Lock, Single Axle	1
36	0798161		Tires, Rear, Goodyear, G751 MSA, 315/80R22.50, LRL, Single, Fire Service Speed R	1
37	0654750		Wheels, Rear, Alcoa-Accuride, 22.50" x 9.00", Aluminum-Steel, Hub Pilot, Single	1
38	0568081		Tire Balancing, Counteract Beads	1
39	0620570		Tire Pressure Monitoring, RealWheels, AirSecure, Valve Cap, Single Axle Qty, Tire Pressure Ind - 6	1
40	0003245		Axle Hub Covers w/center hole, S/S, Front Axle	1

Line	Option	Type	Option Description	Qty
41	0001960		Axle Hub Covers, Rear, S/S, High Hat (Pair)	1
42	0057936		Covers, Lug Nut, Chrome	1
43	0002045		Mud Flap, Front and Rear, Pierce Logo	1
44	0617577		Chocks, Wheel, Worden HWG- SB, Super Gripper	1
			Qty, Pair - 01	
45	0646364		Mounting Brackets, Chocks, Worden Safety, Model U815T	1
			Location, Wheel chock - In front of rear wheel well	
			Qty, Pair - 01	
46	0010670		ABS Wabco Brake System, Single rear axle	1
47	0030185		Brakes, Knorr/Bendix 17", Disc, Front, TAK-4	1
48	0581433		Brakes, Bendix, Cam, Rear, 16.50 x 7.00"	1
49	0020784		Air Compressor, Brake, Cummins/Wabco 18.7 CFM	1
50	0000786		Brake Reservoirs, Four	1
51	0568012		Air Dryer, Wabco System Saver 1200, Heater, 2010	1
52	0000790		Brake Lines, Nylon	1
53	0556435		Air Inlet, Kussmaul Auto-Eject w/Discon Coupling, Recess DS Cab, Above Wheelwell	1
			Qty, Air Coupling (s) - 1	
54	0736447		Engine, Cummins L9, 450 hp, 1250 lb-ft, W/OBD, EPA 2021, Imp/Vel	1
55	0001244		High Idle w/Electronic Engine, Custom	1
56	0687994		Engine Brake, Jacobs Compression Brake, Cummins Engine	1
			Switch, Engine Brake - e) ISC/ISM/ISL9/ISX Hi Med Lo	
57	0552334		Clutch, Fan, Air Actuated, Horton Drive Master	1
58	0123135		Air Intake, w/Ember separator, Imp/Vel	1
59	0794761		Exhaust System, 4", 2017 L9 Engine, Horizontal, Right Side	1
60	0521651		Exhaust, Modified for Plymovent System, 6.00" Diffuser	1
61	0787999		Radiator, Impel/Velocity	1
62	0511425		Cooling Hoses, Rubber	1
63	0001125		Fuel Tank, 65 Gallon, Left Side Fill	1
64	0001129		Lines, Fuel	1
65	0595087		DEF Tank, 4.5 Gallon, DS Fill, Forward of Rear Axle	1
			Door, Material & Finish, DEF Tank - Polished Stainless	
66	0723716		Fuel Priming Pump, Electronic, Automatic, Cummins	1
67	0582243		Shutoff Valves, Fuel Line @ Primary Filter, Cummins	1
68	0699437		Cooler, Chassis Fuel, Not Req'd.	1
69	0690880		No Selection Required From This Category	1
70	0642572		Trans, Allison 5th Gen, 3000 EVS P, w/Prognostics, Imp/Vel/DCF/SFR/Enf	1
71	0625329		Transmission, Shifter, 5-Spd, Push Button, 3000 EVS	1
72	0684459		Transmission Oil Cooler, Modine, External	1
73	0024895		Mode, Downshift, Aggressive downshift to 2nd, w/engine brake, 5 speed	1
74	0001370		Driveline, Spicer 1710	1
75	0669988		Steering, Sheppard M110 w/Tilt, TAK-4, Eaton Pump, w/Cooler	1
76	0001544		Not Required, Steering Assist Cylinder on Front Axle	1
77	0621843		Steering Wheel, 4 Spoke without Controls, Impel	1
78	0559647		Pierce Logo on Horn Button	1
79	0123625		Bumper, 19" Extended, Imp/Vel	1
80	0616492		Tray, Hose, Center, 19" Bumper, Outside Air Horns, Imp/Vel	1
			Grating, Bumper extension - Grating, Rubber	
			Capacity, Bumper Tray - 21) 150' of 1.75"	
81	0630813		Cover, Aluminum Treadplate, One (1) D-Ring Latch, Hose Tray	1
			Stay arm, Tray Cover - b) Pneumatic Stay Arm	
82	0510226		Lift & Tow Package, Imp/Vel, AXT, Dash CF	1
83	0522573		Tow Hooks Not Required, Due to Lift and Tow Package	1
84	0668322		Cab, Impel FR, 7010 Raised Roof	1
85	0724237		Engine Tunnel, ISL, Mech Fasteners, Impel/Velocity FR	1
86	0677478		Rear Wall, Exterior, Cab, Aluminum Treadplate	1
87	0122466		Cab Lift, Elec/Hyd, w/Manual Override, Imp/Vel	1
88	0123176		Grille, Bright Finished, Front of Cab, Impel/Velocity	1
89	0527034		Trim, S/S Band, Across Cab Face, Rect Lights, Impel	1
			Material Trim/Scuffplate - c) S/S, Polished	
			Turnsignal Covers - Polished S/S Covers	
90	0087357		Molding, Chrome on Side of Cab	1

Line	Option	Type	Option Description	Qty
91	0521669		Mirrors, Retractable, West Coast Style, Htd/Rmt, w/Htd/Rmt Convex	1
92	0667942		Door, Half-Height, Impel FR 4-Door Cab, Raised Roof	1
			Key Model, Cab Doors - 751	
			Cab, Exterior Door Handle, Finish - 4-Door, Chrome/Black	
93	0655511		Door Panel, Brushed Stainless Steel, Impel/Velocity 4-Door Cab	1
94	0667905		Storage Pockets w/ Elastic Cover, Recessed, Overhead, Impel/Velocity FR	1
95	0667902		Controls, Electric Windows, All Cab Doors, Impel/Velocity FR	1
96	0606691		Steps, 4-Door Cab, Dual, 2" Larger Middle and Bottom Steps, Imp/Vel	1
			Light, Step, Additional - P25 LED	
97	0770194		Handrail, Exterior, Knurled, Alum, 4-Door Cab	1
98	0509649		Lights, Cab & Crw Cab Acs Stps, P25, LED w/Bezel, 1Lt Per Step	1
99	0002140		Fenders, S/S on Cab	1
100	0603144		Window, Side of C/C, Fixed, Impel	1
101	0552941		Not Required, Trim, Cab Side Windows, Impel	1
102	0012090		Not Required, Windows, Front/Side of raised roof	1
103	0603142		Windows, Rear CC, (2) 11.25" x 18", Impel	1
104	0553197		Not Required, Trim, Cab Rear Windows, Impel	1
105	0663383		Mounting Provisions, 3/16" Alum, Full Engine Tunnel, Vel/Imp	1
			Mounting Provision Spacing - 1.00"	
			Material Finish, Cab Interior - Painted	
106	0748680		Cab Interior, Vinyl, Painted Walls, Imp/Vel FR, CARE	1
			Color, Cab Interior Vinyl/Fabric - Endure Vinyl - Silver/Gray	
			Cab Interior Rear Wall Material - Painted Aluminum	
107	0667943		Cab Interior, Paint Color, Impel/Velocity FR	1
			Color, Cab Interior Paint - i) fire smoke gray	
108	0509532		Floor, Rubber Padded Cab & Crew Cab, Imp/Vel, Dash CF	1
109	0741239		HVAC, Impel/Velocity FR, CARE	1
			Paint Color, A/C Condenser - Painted White #10	
			HVAC System, Filter Access - Removable Panel	
			Auxiliary Cab Heater - Both	
110	0639675		Sun Visor, Smoked Lexan, AXT, Imp/Vel, Saber FR/Enforcer	1
			Sun Visor Retention - No Retention	
111	0543257		Grab Handles, Driver Door Post & Passenger Dash Panel, Imp/Vel	1
112	0583938		Lights, Engine Compt, Custom, Auto Sw, WIn 3SC0CDCR, 3" LED, Trim	1
			Qty, - 01	
113	0122516		Fluid Check Access, Imp/Vel	1
114	0583039		Not Required, Side Roll and Frontal Impact Protection	1
115	0622619		Seating Capacity, 4 Seats	1
116	0565330		Seat, Driver, Pierce PS6, Premium, Air Ride, SCBA	1
117	0696995		Seat, Officer, Pierce PS6, Premium, Air Ride, SCBA	1
118	0656795		Radio Compartment, Behind Officer Air Ride SCBA Seat, Imp/Vel	1
119	0123152		Seat, Rear Facing C/C, DS Outboard, Pierce PS6, Premium, SCBA	1
120	0102783		Not Required, Seat, Rr Facing C/C, Center	1
121	0123155		Seat, Rear Facing C/C, PS Outboard, Pierce PS6, Premium, SCBA	1
122	0108189		Not Required, Seat, Forward Facing C/C, DS Outboard	1
123	0783717		Cabinet, Forward Facing, Center, 42 W x 48 H x 24 D, Roll, Imp/Vel	1
			False Floor, EMS Cabinet - False Floor, Sweep Out Style	
			Light, Short Cabinet - Pierce, Interior, Right Side and Pierce, Interior, Left	
			Side	
			Material Finish, Shelf - Painted - Cab Interior	
			Shelf/Tray, Cabinet - (1) Shelf, Adjustable, 0.75" Up-Turned Lip, Roll	
			Door, Cab Interior Cabinet - Rollup, Gortite, White, Non-Locking	
			Louvers, Cabinet - 0-No Louvers	
124	0108190		Not Required, Seat, Forward Facing C/C, PS Outboard	1
125	0766467		Upholstery, Seats In Cab, All Vinyl, Seats Inc, CARE	4
			Color, Cab Interior Vinyl/Fabric - Endure Vinyl - Silver/Gray	
			Qty, - 04	
126	0543991		Bracket, Air Bottle, Hands-Free II, Cab Seats	3
			Qty, - 03	
127	0603867		Seat Belt, ReadyReach	1
			Seat Belt Color - Red	
128	0604863		Seat Belt Height Adjustment, 6 Seats, Imp/Vel, Dash CF	1
129	0602464		Helmet Storage, Provided by Fire Department, NFPA 2016	1

Line	Option	Type	Option Description	Qty
130	0647647		Lights, Dome, FRP Dual LED 4 Lts Color, Dome Lt - Red & White Color, Dome Lt Bzl - Black Control, Dome Lt White - Door Switches and Lens Switch Control, Dome Lt Color - Lens Switch	1
131	0631776		Not Required, Overhead Map Lights	1
132	0602637		Portable Hand Light, Provided by Fire Dept, Pumper NFPA 2016 Classification	1
133	0594554		Cab Instruments, Blk Gags, Blk Bez, Impel 2010	1
134	0509511		Air Restriction Indicator, Imp/Vel, AXT, Dash CF, Enf MUX	1
135	0543751		Light, Do Not Move Apparatus Alarm, Do Not Move Truck - Pulsing Alarm	1
136	0509042		Messages, Open Dr/DNMT, Color Dsply,	1
137	0611681		Switching, Cab, Membrane, Impel/Velocity/Quantum, Dash CF, AXT WiFi MUX Location, Emerg Sw Pnl - Driver's Side Overhead	1
138	0555915		Wiper Control, 2-Speed with Intermittent, MUX, Impel/Velocity	1
139	0896666		Wiring, Spare, 4.8 A 12V DC, USB Termination 1st Qty, - 01 12vdc power from - Battery direct Location - TBD	1
140	0548004		Wiring, Spare, 15 A 12V DC 1st Qty, - 01 12vdc power from - Battery direct Wire termination - 10-Place Bus Bar w/Cover Location, Spare Wiring - Center Console	1
141	0615214		Vehicle Information Center, LCD On Gauge Cluster w/7" Color Disp, Touchscreen, Imp Location, CZ Display - DS Instrument Panel, Impel Camera System System Of Measurement - US Customary	1
142	0734857		Collision Mitigation, HAAS Alert (R2V), HA5 Subscription, HAAS R2V - R2V - 5 Year Data Plan Subscription	1
143	0776356		Maintenance Reminder Message, Cab Decon, CARE	1
144	0606249		Vehicle Data Recorder w/CZ and Overhead Display Seat Belt Monitor	1
145	0696439		Antenna Mount, Custom Chassis, Cable Routed to Instrument Panel Area Qty, - 01 Location, Antenna Mount - Right Side	1
146	0653526		Camera, Pierce, Driver Mux, Rear Camera Only Camera System Audio - Not Provided	1
147	0523921		Recess, Rear Vision Camera Location, Camera, Recessed - Driver Side	1
148	0615106		Pierce Command Zone, Advanced Electronics & Control System, Impel, WiFi	1
149	0730601		Electrical System, Impel ESP, Cummins, Paccar	1
150	0079166		Batteries, (4) Exide Grp 31, 950 CCA ea, Threaded Stud	1
151	0008621		Battery System, Single Start, All Custom Chassis	1
152	0123174		Battery Compartment, Imp/Vel	1
153	0614406		Charger, Sngl Sys, IOTA, DSL-75, 75 Amp, Kussmaul 091-94-12 Ind, AXT/DCF/Vel/Imp	1
154	0515703		Location, Charger, Cab Behind Driver Seat	1
155	0531403		Location, Bat Chrg Ind, Driver's Seat with Bracket	1
156	0016857		Shoreline, 20A 120V, Kussmaul Auto Eject, 091-55-20-120, Super Qty, - 01 Color, Kussmaul Cover - b) red Shoreline Connection - Battery Charger	1
157	0026800		Shoreline Location Location, Shoreline(s) - DS Cab Side	1
158	0647728		Alternator, 430 amp, Delco Remy 55SI	1
159	0092582		Load Manager/Sequencer, MUX Enable/Disable Hi-Idle - e)High Idle enable	1
160	0783157		Headlights, Rect LED, JW Spkr Evo 2, Heat, AXT/DCF/Enf/Imp/Sab/Vel Color, Headlight Bez - Chrome Bezel	1
161	0648425		Light, Directional, Win 600 Cmb, Cab Crn, Imp/Vel/AXT/Qtm/DCF Color, Lens, LED's - m)match LED's	1
162	0620054		Light, Directional/Marker, Intermediate, Weldon 9186-8580-29 LED 2lts	1
163	0648074		Lights, Clearance/Marker/ID, Front, P25 LED 7 Lts	1

Line	Option	Type	Option Description	Qty
164	0627282		Lights, Clearance/Marker/ID, Rear, FRP LED Bar & P25 LED 4Lts	1
165	0564683		Lights, Tail, WIn M6BTT* Red LED Stop/Tail & M6T* Amber LED Dir Arw For Hsg Color, Lens - Colored	1
166	0561471		Lights, Backup, WIn M6BUW, LED, For Tail Lt Housing	1
167	0664481		Bracket, License Plate & Light, P25 LED	1
168	0556842		Bezels, WIn, (2) M6 Chrome Pierce, For mtg (4) WIn M6 lights	1
169	0589905		Alarm, Back-up Warning, PRECO 1040	1
170	0769420		Lights, Perimeter Cab, Amdor AY-LB-12HW020 LED 4Dr	1
171	0769557		Lights, Perimeter Pump House, Amdor AY-LB-12HW0** LED 4lts	1
172	0770056		Lights, Perimeter Body, Amdor AY-LB-12HW020 LED 2lts, Rear Step Control, Perimeter Lts - Parking Brake Applied	1
173	0556360		Lights, Step, P25 LED 4lts, Pump Pnl Sw	1
174	0776357		Light, Visor, WIn, 12V P*H2* Pioneer, Cnt Feature, 1st Qty, - 02 Location, driver's/passenger's/center - 1DS & 1PS 15 Deg Out Color, WIn Lt Housing - White Paint Control, Scene Lts - Cab Sw Panel DS and Cab Sw Panel PS Scene Light Optics - Flood/Spot	2
175	0731688		Lights, HiViz FT-GSMJR-* LED 1st Location - D/S cab above fixed middle window Qty, - 01 Control, Scene Lts - DS Scene Lts Color, Lt Housing HiViz - White Bezel & Chrome Optic Holder	1
176	0731686		Lights, HiViz FT-GSMJR-* LED 2nd Location - P/S cab above fixed middle window Qty, - 01 Control, Scene Lts - PS Scene Lts Color, Lt Housing HiViz - White Bezel & Chrome Optic Holder	1
177	0773179		Lights, WIn, P*H2* Pioneer, 12 VDC, 1st Location - Front of pumphouse both on the D/S and P/S Qty, - 02 Color, WIn Lt Housing - White Paint Control, Scene Lts - PS Scene Lts Scene Light Optics - combination Mount, WIn II - Push Up Sd Mnt 20"	2
178	0733336		Lights, HiViz FT-GESM* LED 2nd Location - P/S of unit on the front and rear body bulkhead Qty, - 02 Control, Scene Lts - Cab Sw Panel DS, Cab Sw Panel PS and Pump Pnl Top Mnt Color, Lt Housing HiViz - Crm Opt Hold, Crm Bez, Blk Fix	2
179	0733343		Lights, HiViz FT-GESM* LED 1st Location - D/S of unit on the front and rear body bulkhead Qty, - 02 Control, Scene Lts - Cab Sw Panel DS, Cab Sw Panel PS and Pump Pnl Top Mnt Color, Lt Housing HiViz - Crm Opt Hold, Crm Bez, Blk Fix	2
180	0532358		Not Required, Deck Lights, Other Hose Bed & Rear Lighting	1
181	0645877		Lights, Hose Bed, Sides, Dual LED Light Strips Control, Hose Bed Lts - Cup Switch At Rear	1
182	0645677		Lights, Not Required, Rear Work, Alt. 12 Volt Lights At Rear Body	1
183	0743346		Lights, Rear Scene, HiViz FT-GSMJR-*, Surface Mt Location, Lights - Rear of truck both the D/S and P/S as high as possible Qty, - 02 Control, Rear Scene Lts - Cab Switch Panel DS, Cab Switch Panel PS, Pump Panel Top Mount and Body Switch, DS Rear Bulkhead SS Color, Trim - Chrome Trim & Optic Holder	2
184	0645637		Lights, Rear Scene, WIn, PELCC LED, 45 Deg Flange Location, Lights - Rear of truck both D/S and P/S TBD at pre-con Qty, - 02 Control, Rear Scene Lts - Cup Switch At Rear SS	2
185	0709438		Light, Walking Surf, FRP Flood, LED	1
186	0060115		Pumper, Medium, Aluminum, 2nd Gen	1
187	0554271		Body Skirt Height, 20"	1

Line	Option	Type	Option Description	Qty
188	0028245		Tank, Water, 750 Gallon, Poly, Med	1
189	0003405		Overflow, 4.00" Water Tank, Poly	1
190	0028104		Foam Cell Required	1
191	0553729		Not Required, Restraint, Water Tank, Heavy Duty	1
192	0003429		Not Required, Direct Tank Fill	1
193	0003424		Not Required, Dump Valve	1
194	0048710		Not Required, Jet Assist	1
195	0030007		Not Required, Dump Valve Chute	1
196	0514778		Not Required, Switch, Tank Dump Master	1
197	0126633		Hose Bed, Aluminum, Pumper	1
198	0723549		Painted Hose Bed	1
199	0003481		Paint Color, Hose Bed Interior - Match Lower Body	
			Hose Bed Capacity, Special	1
			Capacity, Hosebed - D/S to P/S	
			1) 2.5" - 200'	
			2) 2.5" - 600'	
			3) Double Stacked Hard Suction	
			4) 5" - 1000'	
			5) Backboard	
200	0003488		Divider, Hose Bed, Unpainted	3
			Qty, Hosebed Dividers - 3	
201	0010133		Cross-Divider, Hose Bed	1
202	0530804		Cover, Hose Bed, Alum Treadplate	1
203	0515622		Flap, Rear of Alum Hose Bed Cover, Vinyl	1
			Color, Vinyl Cover - a) red	
204	0013512		Running Boards, 12.75" Deep	1
205	0688203		Tailboard, T-Shaped, 26" & 10" Deep	1
206	0690037		Wall, Rear, Smooth Aluminum/Body Material	1
			Material, Rear Wall Inboard Facing Surfaces - Aluminum Diamondplate	
207	0003531		Tow Bar, Under Tailboard	1
208	0003561		Construction, Compt, Alum, Pumper	1
209	0023650		LS 152" Rollup, Full Height Front & Rear, FDLER	1
210	0063658		RS 152" Rollup, Full Height Front & Rear, FDLER	1
211	0692733		Doors, Rollup, Gortite, Side Compartments	6
			Qty, Door Accessory - 06	
			Color, Roll-up Door, Gortite - Painted to Match Lower Body	
			Latch, Roll-up Door, Gortite - Non-Locking Liftbar	
212	0083700		Compt, Rear, Rollup, 37.75" FF, 25.88" D	1
213	0692746		Door, Gortite, Rollup, Rear Compartment	1
			Color, Roll-up Door, Gortite - Painted to Match Lower Body	
			Latch, Roll-up Door, Gortite - Non-Locking Liftbar	
214	0554995		No Body Modification Required	1
215	0641356		Cut-Out, Rollup Door Flange, Gortite Provided Cutout	7
			Qty, Door Accessory - 07	
216	0616670		Lights, Compt, Pierce LED, Dual Light Strips, Each Side of Door, Pumper/Tanker	7
			Qty, - 07	
			Location, Compartment Lights - All Body Compts	
217	0739915		Hatch, (2) Liftup, Pumper	2
			Location, Hatch Compt - Both Sides	
			Qty, Hatch Compt - 2	
			Trim, Body/Hatch Compt Seam, Horizontal - Molding	
			Hatch Compt, Width - 14"	
			Latch, Hatch Compt - D-Handle Latch	
218	0730092		Not Required	1
219	0733219		Lights, Hatch Compt, 42", LED, Light Strips, 2-Sides 4 Dr	1
220	0687146		Shelf Tracks, Painted	4
			Qty, Shelf Track - 04	
			Location, Shelf Track - LS2, LS3, RS1 and RS3	
221	0600350		Shelves, Adj, 500 lb Capacity, Full Width/Depth, Predefined Locations	6
			Qty, Shelf - 06	
			Material Finish, Shelf - Painted - Spatter Gray	

Line	Option	Type	Option Description	Qty
221			Location, Shelves/Trays, Predefined - RS1-Transition Point, RS3-Upper Third, RS1-Upper Third, LS2-Centered, LS3-Upper Third and LS3-Transition Point	
222	0647091		Tray, Floor Mounted, Slide-Out, 500lb, 2.00" Sides Qty, - 01	1
223	0709346		Location, Tray Slide-Out, Floor Mounted - RS1 Material Finish, Tray - Painted - Spatter Gray Toolboard, Slide-out, Alum, .188", Peg Board, Predefined Locations Qty, - 03 Mounting, Toolboard - Adjustable side-side Hole Diameter, Pegboard/Toolboard - .203" diameter Finish, Pegboard/Toolboard - Painted - Spatter Gray Location, Partition/Toolboard, Predefined - LS3 - Centered, LS3- 10.00" From Forward Door Frame and LS3- 30.00" From Forward Door Frame	3
224	0004016		Rub Rail, Aluminum Extruded, Side of Body	1
225	0784811		Fender Crowns, Rear, Stainless, w/Removable Liner Material Finish, Fender Liner - Painted Lower Body	1
226	0519849		Not Required, Hose, Hard Suction	1
227	0615023		Storage, HSH, (2), Hose Bed, Stacked, Trough, Strap Location, Hose Trough/Compartment - a) left side Trough, Material - Steel Material, Top of Hose Bed Compartment - Open/None	1
228	0625546		Handrails, Top Mount Pump Panel, Per Print	1
229	0004126		Handrails, Beavertail, Standard	1
230	0004146		Handrail, Rear, Below Hose Bed, Full Width	1
231	0004154		Handrail, Extra - 10" Long Location, Handrails - LS Front hosebed sheet Qty, Handrails - 02	2
232	0657651		Compt, Air Bottle, Double, Full Width Door, Fender Panel Qty, Air Bottle Comp - 4 Door Finish, Fender Compt - Polished Location, Fender Compt - Double - LS Fwd, Double - LS Rear, Double - RS Fwd and Double - RS Rear Latch, Air Bottle Compt - Southco C2 Chrome Raised Insert, Air Bottle Compt - Rubber Matting	4
233	0004225		Ladder, 24' Duo-Safety 900A 2-Section	1
234	0004230		Ladder, 14' Duo-Safety 775A Roof	1
235	0645560		Ladders Btwn Tank & S.Sht, RS, Ext'd Rr, RPH Door, Material & Finish, Ladder Storage - smooth aluminum Latch, Door Ladder Storage - D-Handle latch	1
236	0733387		Ladder, 10' Duo-Safety Folding 585A	1
237	0602877		Pike Pole, Pumper, Provided by Fire Department, NFPA 2016 Pike Pole Make/Model - Duo-Safety 10' Pike Pole	1
238	0760175		Tube, Pike Pole 8' or Longer, Btwn Tank & S.Sht Ladder Storage Qty, Pike Poles - 1 Location, Left Side, Right Side - Right Side Width, Notch, Pike Pole Tube - .75", Standard Notch	1
239	0602875		Pike Pole, 6', Pumper, Provided by Fire Department, NFPA 2016 Pike Pole Make/Model - Duo-Safety 6' Pike Pole	1
240	0760247		Tube, Pike Pole 6', Btwn Tank & S.Sht Ladder Storage Qty, Pike Poles - 1 Location, Left Side, Right Side - Right Side Width, Notch, Pike Pole Tube - .75", Standard Notch	1
241	0785102		Steps, Folding, Front of Body, Cargo Bed Access, w/LED, Trident Coating, Step - black	1
242	0592994		Location, Steps - Full Height Left Side w/LED Light Steps, Folding, Rear of Body, w/LED, Trident Coating, Step - black	1
243	0054387		Step, Full Width, Rear Of Body, 10" Location, Additional Step - Step to be just above the rear compartment. Length TBD at Pre-Con	1
244	0018610		Pump House, Top Mount, 42", w/19" Walkway, Control Zone Light, Walkway Compt - P25 LED Light, Walkway - P25 LED, 6lts	1

Line	Option	Type	Option Description	Qty
244			Location, Walkway Lights - Back Of Custom Cab	
245	0510894		Raise Pump House Structure w/4" raised walkway	1
246	0004435		Pump, Waterous, CSU, 2000 GPM, Single Stage	1
247	0004481		Seal, Grafoil, Waterous	1
248	0559769		Trans, Pump, Waterous C20 Series	1
249	0635600		Pumping Mode, Stationary Only	1
250	0605126		Pump Shift, Air Mnl Override, Split Shaft, Interlocked, Waterous	1
251	0003148		Transmission Lock-up, EVS	1
252	0004547		Auxiliary Cooling System	1
253	0014486		Not Required, Transfer Valve, Stage Pump	1
254	0746508		Valve(s), Relief Intake, Trident Air Max, Control Location	1
			Qty - 1	
			Pressure Setting - 125 psig	
			Intake Relief Valve Control - Top Mount Operators Panel	
255	0794959		Controller, Pressure, Pierce, Pump Boss, PBA300	1
256	0072153		Primer, Trident, Air Prime, Air Operated	1
257	0044552		Line, 0.50" Recirculating w/Check Valve	1
258	0780364		Manuals, Pump, (2) Total, Electronic Copies	1
259	0602512		Plumbing, Stainless Steel and Hose, Single Stage Pump, Control Zone	1
260	0795135		Plumbing, Stainless Steel, w/Foam System	1
261	0004645		Inlets, 6.00" - 1250 GPM or Larger Pump	1
262	0014650		Pump Suction Tube(s), Short, All	1
263	0004646		Cap, Main Pump Inlet, Long Handle, NST, VLH	1
264	0084610		Valves, Akron 8000 series- All	1
265	0004687		Valve, Inlet(s) Recess, Top Mount	1
266	0004710		Control, Inlet, at Top Mount Panel	1
			Qty, Inlets - 1	
267	0004660		Inlet (1), Left Side, 2.50"	1
268	0004680		Inlet, Right Side, 2.50"	1
269	0505132		Anode, Zinc, Pair, Pump, 1-Inlet & 1 Discharge Side	1
270	0092569		No Rear Inlet (Large Dia) Requested	1
271	0064116		No Rear Inlet Actuation Required	1
272	0092696		Not Required, Cap, Rear Inlet	1
273	0009648		No Rear Intake Relief Valve Required on Rear Inlet	1
274	0092568		No Rear Auxiliary Inlet Requested	1
275	0563738		Valve, .75" Bleeder, Aux. Side Inlet, Swing Handle	1
276	0029043		Tank to Pump, (1) 3.00" Valve, 3.00" Plumbing	1
277	0004905		Outlet, Tank Fill, 1.50"	1
278	0062133		Control, Outlets, Manual, Pierce HW if applicable	1
279	0004940		Outlet, Left Side, 2.50"	2
			Qty, Discharges - 02	
280	0005091		Elbow, Left Side Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	1
281	0092570		Not Required, Outlets, Left Side Additional	1
282	0035094		Not Required, Elbow, Left Side Outlets, Additional	1
283	0004945		Outlet, Right Side, 2.50"	2
			Qty, Discharges - 02	
284	0025091		Elbow, Right Side Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	1
285	0092571		Not Required, Outlets, Right Side Additional	1
286	0089584		Not Required, Elbow, Right Side Outlets, Additional	1
287	0056099		Outlet, (2) 4" w/3.50" Waterous Valve, 1 Each Side	1
288	0005097		Elbow, Large Dia Outlet, 30 Deg, 4.00" FNST x 5.00" Storz	1
			Qty, - 01	
289	0649939		Outlet, Front, 1.50" w/2" Plumbing	1
			Fitting, Outlet - 1.50" NST with 90 degree swivel	
			Drain, Front Outlet - Automatic	
			Location, Front, Single - in center bumper tray	
290	0092575		Not Required, Outlet, Rear	1
291	0045099		Not Required, Elbow, Rear Outlets	1
292	0092574		Not Required, Outlet, Rear, Additional	1
293	0085695		Not Required, Elbow, Rear Outlets, Large, Additional	1
294	0092573		Not Required, Outlet, Hose Bed/Running Board Tray	1

Line	Option	Type	Option Description	Qty
295	0752097		Caps/Plugs for 1.00" to 3.00" Discharges/Inlets, Chain	1
296	0563739		Valve, 0.75" Bleeder, Discharges, Swing Handle	1
297	0008226		Reducer, 2.50" F Special X 1.50" M Special, w/Cap	2
			Qty, Adapter for Outlets - 02	
			Special Threads - TBD	
			Location, Adapter(s) - TBD	
298	0005065		Outlet, 3.00" Deluge Riser	1
299	0543559		Monitor, Akron 3423, No Ground Base	1
			Monitor Finish - Painted by OEM	
300	0029304		No Nozzle Req'd	1
301	0005072		Deluge Mount, 3" ANSI 4 Bolt Flange	1
302	0723726		Speedlay Module Not Required	1
303	0722432		Hose Restraint Not Required, No Speedlay Module	1
304	0723395		Speedlays, Not Required	1
305	0723394		Speedlays, Not Required	1
306	0025140		Not Required, 1.50" Crosslays	1
307	0029196		Not Required, 2.50" Crosslay	1
308	0500535		Not Required, Hose Restraint, Crosslay	1
309	0678085		Speed, (2) 1.5" (1) 2.5", Top Mt/Side Cntrl, Std. Cap., w/Bottom Swivels	1
310	0752945		Hose Restr, Spdly, 2"Nylon Web, (2) Seat Belt Buckle, Tether Release	1
			Color, Strap - Orange	
			Release, Seat Belt Buckle - Bar	
311	0624939		Foam Sys, Husky 3, Single Agent, Multi Select Feature	1
			Discharge, Foam Locations - Front Bumper Center, Crosslay Front,	
			Crosslay Center and Crosslay Rear	
312	0012126		Not Required, CAF Compressor	1
313	0592527		Refill, Foam Tank, Integral, Husky 3	1
314	0031896		Demonstration, Foam System, Dealer Provided	1
315	0005446		Foam Cell, 20 Gallon, Not Reduce Water	1
			Type of Foam - Class "A"	
316	0697589		Drain, 1.00", Foam Tank #1, Husky 3 Foam System, Quarter Turn	1
317	0091079		Not Required, Foam Tank #2	1
318	0091112		Not Required, Foam Tank #2 Drain	1
319	0738072		Approval Dwg, Pump Panel(s), Not Required	1
320	0032479		Pump Panel Configuration, Control Zone	1
321	0005545		Material, Pump Panels, Top Control Brushed Stainless, Side Brushed Stainless	1
322	0035574		Panel, Pump Access - Both Sides	1
323	0583824		Light, Pump Compt, WIn 3SC0CDCR LED White	1
			Qty, - 01	
324	0586382		Gauges, Engine, Included With Pressure Controller	1
325	0005601		Throttle, Engine, Incl'd w/Press Controller	1
326	0739224		Indicator Light @ Pump Panel, Throttle Ready, Incl w/Pressure Gov/Throttle,Green	1
327	0549333		Indicators, Engine, Included with Pressure Controller	1
328	0745568		Indicator Light, Pump Panel, Ok To Pump, Green	1
329	0018544		Heater, Hot Water, w/Green Indicator Light	1
330	0511078		Gauges, 4.00" Master, Class 1, 30"-0-600psi	1
331	0511100		Gauge, 2.00" Pressure, Class 1, 30"-0-400psi	1
332	0757359		Gauge, Water Level, Class 1, Remote Module Driver	1
			Activation, Water Level G - pb) parking brake is applied	
333	0750438		Water Level Gauge, WIn PSTANK2, LED 1-Light, 4-Level	2
			Qty, - 02	
			Activation, Water Level G - pb) parking brake is applied	
			Location, Water Level Gauge, Multi-Select - Each Side Custom Cab	
			Color, Trim - Chrome Trim	
334	0062992		Gauge, Foam Level, (1) Tank, Class 1, GAAAR 5lt	1
335	0648885		Light Shield, Top Mt, LED Strip Lights	1
336	0606697		Air Horns, (2) Grover, In Bumper	1
337	0606835		Location, Air Horns, Bumper, Each Side, Outside Frame, Outboard (Pos #1 & #7)	1
338	0016065		Control, Air Horn, Horn Ring, PS Chrome Push Button	1
339	0525667		Siren, WIn 295SLSA1, 100 or 200 Watt	1
340	0510206		Location, Elect Siren, Recessed Overhead In Console	1
			Location, Elec Siren - Overhead, DS Center Sw Pnl	

Line	Option	Type	Option Description	Qty
341	0076156		Control, Elec Siren, Head Only	1
342	0601306		Speaker, (1) WIn, SA315P, w/Pierce Polished Stainless Steel Grille, 100 watt Connection, Speaker - siren head	1
343	0601565		Location, Speaker, Frt Bumper, Recessed, Center (Pos 4)	1
344	0895310		Siren, Federal Q2B Finish, Q2B Siren - Chrome	1
345	0006095		Siren, Mechanical, Mounted Above Deckplate Location, Siren, Mech - a) Left	1
346	0748305		Control, Mech Siren, Multi Select	1
347	0895055		Control Mech Siren, Ft Sw RS Control, Interlocks - No Interlocks	1
348	0895056		Control Mech Siren, Ft Sw LS Control, Interlocks - No Interlocks	1
349	0740391		Sw, Siren Brake, Momentary Chrome Push Button, RS	1
350	0746353		Not Required, Warning Lights Intensity	1
351	0777656	SP	Lightbar, WIn, Freedom IV-Q, 81", RRRRRRRROptBBBBBBBB Opticom Priority - b) High Opticom Activation - Cab Switch & E-Master Momentary Opticom Activation - DS Switch Filter, Whl Freedom Ltbrs - No Filters	1
352	0898734		Light, Front Zone, WIn M6** M6** M6** M6** Q Bzl Color, Lens, LED's - Clear Color, Lt DS Frnt Outside - Left Red Color, Lt PS Frnt Outside - Right Blue Color, Lt DS Front Inside - Left Red Color, Lt PS Front Inside - Right Blue Color, Q Bezel and Trim - Polished Chrome	1
353	0653937		Flasher, Headlight Alternating Headlit flash deactivation - a)w/high beam	1
354	0898752		Lights, Side Zone Lower, WIn M6#, M6#, M6# Split Color 6Lts Location, Lights Mid - Centered over front wheel wells Location, Lights Rear - centered over rear wheel wells Location, Lights Front Side - b)each side bumper Color, Trim - Chrome Trim Color, Lt Side Frnt RS Cmb - Blue Red Color, Lt Side Frnt LS Cmb - Red Blue Color, Lt Side Mid LS Cmb - Red Blue Color, Lt Side Mid RS Cmb - Blue Red Color, Lt Side Rear RS Cmb - Blue Red Color, Lt Side Rear LS Cmb - Red Blue	1
355	0540783		Lights, Rear Zone Lower, WIn M6*C LED Color, Lt DS Rear - r) DS Rear Lt Red Color, Lt PS Rear - b) PS Rear Lt Blue	1
356	0541155		Lights, Rear/Side Up Zone, WIn M9*C LED, Clear Lens 4lts Color, Lt, Side Rear Upper DS - Side Rear Upper Red Color, Lt, Side Rear Upper PS - Side Rear Upper Blue Color, Lt, Rear Upper DS - r) DS Rear Upper Red Color, Lt, Rear Upper PS - b) PS Upper Rear Blue	1
357	0006551		Not Required, Lights, Rear Upper Zone Blocking	1
358	0006615		Mtg, Rear Warn Lts, On Top of Compt	1
359	0791528		Light, Traffic Directing, WIn TAL65, 36.00" Long, TACTL5 Activation, Traffic Dir L - Aux Flash with Emergency Master	1
360	0529858		Location, Traf Dir Lt, Recessed Within Trdplt Step	1
361	0530282		Location, Traf Dir Lt Controller, Overhead Switch Panel DS Right End	1
362	0780392		Receptacle Strip, 15A 120V 7-Place 90 Deg, FEL99089, Protect Metal Housing, Int Qty, - 1 Location 1 - TBD AC Power Source - Shoreline	1
363	0779706		Receptacle Strip, 15A 120V 7-Place 90 Deg, FEL99089, Protect Metal Housing, Int Qty, - 02 Location 1 - TBD AC Power Source - Shoreline	2
364	0519934		Not Required, Brand, Hydraulic Tool System	1
365	0649753		Not Required, PTO Driven Hydraulic Tool System	1

Line	Option	Type	Option Description	Qty
366	0007150		Bag of Nuts and Bolts	1
			Qty, Bag Nuts and Bolts - 1	
367	0602516		NFPA Required Loose Equipment, Pumper, NFPA 2016, Provided by Fire Department	1
368	0519913		Not Required, Soft Suction Hose	1
369	0027023		No Strainer Required	1
370	0602538		Extinguisher, Dry Chemical, Pumper NFPA 2016 Class, Provided by Fire Department	1
371	0602360		Extinguisher, 2.5 Gal. Pressurized Water, Pumper NFPA 2016, Provided by Fire Dept	1
372	0602679		Axe, Flathead, Pumper NFPA 2016 Classification, Provided by Fire Department	1
373	0602667		Axe, Pickhead, Pumper NFPA 2016 Classification, Provided by Fire Department	1
374	0741569		Paint Process / Environmental Requirements, Appleton	1
375	0709763		Paint, Single Color, Velocity/Impel	1
			Paint Color, Cab - #90 Red	
376	0709845		Paint, Single Color, Body	1
			Paint, Body - Match Lower Cab	
377	0646901		Paint Chassis Frame Assy, With Liner, E-Coat, Standard	1
			Paint Color, Frame Assembly, Predefined - Standard Black	
378	0693797		No Paint Required, Aluminum Front Wheels	1
379	0687653		Paint, Rear Wheels, Single Axle, Alum-Stl	1
			Paint, Wheels - Black #101	
380	0733739		Paint, Axle Hubs	1
			Paint, Axle Hub - Black #101	
381	0007230		Compartment, Painted, Spatter Gray	1
382	0544129		Reflective Band, 1"-6"-1"	1
			Color, Reflect Band - A - a) white	
			Color, Reflect Band - B - l) white	
			Color, Reflect Band - C - w) white	
383	0510041		Reflective across Cab Face, Imp/Vel	1
384	0536954		Stripe, Chevron, Rear, Diamond Grade, Pumper	1
			Color, Rear Chevron DG - fluorescent yellow green	
385	0079341		Jog, In Reflective Stripe "Hockey Stick"	1
			Qty, - 01	
386	0065687		Stripe, Reflective, Cab Doors Interior	1
			Color, Reflective - a) white	
387	0027372		Lettering Specifications, (GOLD STAR Process)	1
388	0685690		Lettering, Printed Effect Gold Leaf, 3.00", (41-60)	1
			Outline, Lettering - Outline and Shade	
389	0685536		Lettering, Printed Effect Gold Leaf, 10.00", Each	6
			Qty, Lettering - 06	
			Outline, Lettering - Outline and Shade	
390	0798001		Emblem, Maltese Cross, Printed Effect Gold Leaf, 12"-14", Each	2
			Qty, - 02	
			Location, Emblem - TBD	
391	0769753		Emblem, American Flag Painted on Cab Grille, All Custom Chassis	1
392	0772003		Manual, Fire Apparatus Parts, USB Flash Drive, Custom	1
			Qty, - 01	
393	0772037		Manual, Chassis Service, USB Flash Drive, Custom	1
			Qty, - 01	
394	0773381		Manual, Chassis Operation, (1) USB Flash Drive, Custom	1
395	0030008		Warranty, Basic, 1 Year, Apparatus, WA0008	1
396	0611136		Warranty, Chassis, 3 Year, Velocity/Impel, WA0284	1
397	0696698		Warranty, Engine, Cummins, 5 Year, WA0181	1
398	0684953		Warranty, Steering Gear, Sheppard M110, 3 Year WA0201	1
399	0595767		Warranty, Frame, 50 Year, Velocity/Impel, Dash CF, WA0038	1
400	0595698		Warranty, Axle, 3 Year, TAK-4, WA0050	1
401	0610485		Warranty, Axle, Eaton/Dana, 5 Year/100,000 Mile, Parts and Labor	1
402	0652758		Warranty, ABS Brake System, 3 Year, Meritor Wabco, WA0232	1
403	0019914		Warranty, Structure, 10 Year, Custom Cab, WA0012	1
404	0744240		Warranty, Paint, 10 Year, Cab, Pro-Rate, WA0055	1
405	0524627		Warranty, Electronics, 5 Year, MUX, WA0014	1
406	0695416		Warranty, Pierce Camera System, WA0188	1

Line	Option	Type	Option Description	Qty
407	0647720		Warranty, Pierce LED Strip Lights, WA0203	1
408	0046369		Warranty, 5-year EVS Transmission, Standard Custom, WA0187	1
409	0685945		Warranty, Transmission Cooler, WA0216	1
410	0688798		Warranty, Water Tank, Lifetime, UPF, Poly Tank, WA0195	1
411	0596025		Warranty, Structure, 10 Year, Body, WA0009	1
412	0693127		Warranty, Gortite, Roll-up Door, 6 Year, WA0190	1
413	0734463		Warranty, Pump, Waterous, 7 Year Parts, WA0382	1
414	0648675		Warranty, 10 Year S/S Pumbing, WA0035	1
415	0657990		Warranty, Foam System, Husky 3, WA0231	1
416	0595820		Warranty, Paint, 10 Year, Body, Pro-Rate, WA0057	1
417	0595421		Warranty, Goldstar, 3 Year, Apparatus, WA0018	1
418	0683627		Certification, Vehicle Stability, CD0156	1
419	0736241		Certification, Engine Installation, Imp/Vel, Cummins L9, 2021	1
420	0686786		Certification, Power Steering, CD0098	1
421	0667418		Certification, Cab Integrity, Impel FR, CD0009	1
422	0548950		Certification, Cab Door Durability, Velocity/Impel, CD0001	1
423	0548967		Certification, Windshield Wiper Durability, Impel/Velocity, CD0005	1
424	0667411		Certification, Electric Window Durability, Velocity/Impel FR, CD0004	1
425	0549273		Certification, Seat Belt Anchors and Mounting, Imp/Vel/Vel SLT, CD0018	1
426	0735950		Certification, Cab HVAC System Perf, Vel/Imp FR, CD0166/CD0168/CD0176/CD0177	1
427	0545073		Amp Draw Report, NFPA Current Edition	1
428	0002758		Amp Draw, NFPA/ULC Radio Allowance	1
429	0799248		Appleton/Florida BTO	1
430	0000018		PUMPER, 2ND GEN	1
431	0000012		PIERCE CHASSIS	1
432	0004713		ENGINE, OTHER	1
433	0046395		EVS 3000 Series TRANSMISSION	1
434	0020011		WATEROUS PUMP	1
435	0020009		POLY TANK	1
436	0028048		FOAM SYSTEM	1
437	0020005		TOP MOUNT	1
438	0020007		AKRON VALVES	1
439	0020015		ABS SYSTEM	1
440	0658751		PUMPER BASE	1



October 11, 2021

Assistant Chief Steve Betts
City of Bellevue Fire Department
211 West 22nd Avenue
Bellevue, NE 68005

Subject: **Proposal for One (1) Pierce Impel Pumper
Proposal / Bid #1075**

Dear Assistant Chief Betts,

With regard to the above subject, please find attached our completed proposal.

Pricing, is as follows, including 100% prepay option.

Pricing Summary:

Sale Price – **\$669,250.00***
**Sourcewell Consortium Pricing – ID #1276*

100% Performance Bond:

Included in the price above.

100% Prepayment Option:

Should the City of Bellevue Fire Department elect to make a 100% prepayment at contract execution, a discount of **(\$19,429.00)** can be subtracted from the above "Sale Price" resulting in a revised contract price of **\$649,821.00**

Terms and Conditions:

- Taxes – Not Applicable
- Freight – F.O.B. – Appleton, WI / Delivery to Bellevue, NE
- Terms – Net due prior to vehicle(s) release at the Pierce Manufacturing Plant (Appleton, WI). Net due at Contract signing for **Prepay discount** to be applicable.
- Delivery – 14.5 – 16.5 months from receipt and acceptance of contract.



MINNESOTA ILLINOIS INDIANA MISSOURI NEBRASKA NORTH DAKOTA SOUTH DAKOTA

Said apparatus and equipment are to be built and shipped in accordance with the specifications hereto attached, delays due to strikes, war, or international conflicts, or other causes beyond our control not preventing, could alter the delivery schedule.

The specifications herein contained, shall form a part of the final contract, and are subject to changes as desired by the purchaser, provided such changes are acknowledged and agreed to in writing by the purchaser.

This proposal for fire apparatus conforms with all Federal Department of Transportation (DOT) rules and regulations in effect at the time of bid, and with all National Fire Protection Association (NFPA) Guidelines for Automotive Fire Apparatus as published at the time of bid, except as modified by customer specifications.

The attached proposal is valid for 30 days.

We trust the above and the enclosed to be full and complete at this time; however, should you have any questions or require additional information, please do not hesitate to contact me at 308.850.2811.

We wish to thank the City of Bellevue Fire Department for the opportunity to submit our proposal.

Respectfully,

Todd Clyne

Todd Clyne
Apparatus Sales
MacQueen Equipment LLC
DBA MacQueen Emergency Group

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

*16h.
10/19/2021

COUNCIL MEETING DATE: 10/19/2021		SUBMITTED BY: Police Chief	
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 checked="" type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

State of Nebraska DRE Coordinator Contract

SYNOPSIS/BACKGROUND:

Sgt. Joe Milos has been the State of Nebraska DRE (Drug Recognition Expert) Coordinator. The city signed a contract with the state so the state could reimburse the city for Sgt. Milos' overtime. The contract ended September 30, 2021 and this is an extension through September 30, 2022. Sgt Milos instructs classes and coordinates with the NLETC in Grand Island regarding certifying officers in field sobriety testing. This is all done on overtime in which the state reimburses us.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: <input type="text" value="YES"/>	COUNTER-PARTY: <input type="text" value="State of NE"/>	INTERLOCAL AGREEMENT: <input type="text" value="NO"/>
CONTRACT DESCRIPTION: <input type="text" value="DRE State Training Coordinator"/>		
CONTRACT EFFECTIVE DATE: <input type="text" value="10/01/2021"/>	CONTRACT TERM: <input type="text" value="1 year"/>	CONTRACT END DATE: <input type="text" value="09-30-2022"/>
PROJECT NAME: <input type="text" value="N/A"/>		
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" value="N/A"/>	CIP PROJECT NAME: <input type="text" value="N/A"/>	
STREET DISTRICT NAME (S): <input type="text" value="N/A"/>	STREET DISTRICT NUMBER (S): <input type="text" value="N/A"/>	
ACCOUNTING DISTRIBUTION CODE: <input type="text"/>	ACCOUNT NUMBER: <input type="text"/>	

RECOMMENDATION:

Approve & authorize Mayor to sign contract with state.

ATTACHMENTS:

- | | | |
|--|-------------------------|-------------------------|
| 1. <input type="text" value="Contract"/> | 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:

Cynthia Matus
Mark...

DRE State Training Coordinator

This Contract is between the Nebraska Department of Transportation Highway Safety Office (HSO) and the City of Bellevue, Bellevue Police Department and Lieutenant Joseph Milos. Collectively referred to as "the parties."

The purpose of this Contract is to compensate reimbursement to the City of Bellevue in return for overtime wages paid to Lieutenant Milos for duties of DRE State Training Coordinator. Lieutenant Milos will be the DRE State Training Coordinator for the period from October 1, 2021 to September 30, 2022 and reimbursement for his overtime wages and expenses paid by the City of Bellevue will be reimbursed as follows:

1. Lt. Milos' hourly wages are \$47.51 hourly which wages are being paid by the Bellevue Police Department. This contract will pay up to 20 hours per month to carry out the below listed duties at \$71.26 an hour. During this contract period, wages may change due to updates in bargaining **contracts** at the city of Bellevue. Lt. Milos will continue to be paid up to 20 hours per month at the current **overtime** wage at the time the work is accomplished. Lt. Milos shall provide documentation of his hours worked as DRE State Training Coordinator to the HSO and the City of Bellevue shall be reimbursed for said fees within thirty (30) days of receipt of said documentation.
2. This Contract will also cover any travel expenses (mileage) associated with audits of SFST or A.R.I.D.E. classes and any additional expenses required and documented to carry out the duties outlined below.

The following are duties of the DRE State Training Coordinator:

- Certify New DRE Candidates
- Review all DRE Candidates Progress Logs
- Maintain DRE mailing and email listing
- Provide all new DREs with information regarding the DRE Tracking System
- Maintain and Assist Current DREs with DRE Tracking System
- Review all completed recertification documents to ensure the International Standards and Nebraska Enhanced Standards have been met
- Prepare and select DRE Instructors to assist expired DREs through the reinstatement process
- Provide pertinent drug trend articles to all Nebraska DREs as necessary
- Provide all curriculum changes and protocols to Nebraska DREs
- SFST State Coordinator Duties
- Distribute new curriculum and curriculum updates to all Nebraska SFST Instructors and all Training Academies.
- Attend Annual State Coordinators Meeting at the DAID Conference
- Attend Regional State Coordinators Meeting
- Other DRE and SFST Training duties as assigned
- Prepare and coordinate annual DRE and DRE Instructor Class Training
- Report any DRE or SFST training or process issues to the Nebraska DRE Coordinator.
- Contribute all annual DRE and SFST data at the end of each calendar year to the Nebraska DRE Coordinator.

Term of Contract: This contract period is for fourteen (12) months and shall begin October 1, 2021 and expire September 30th, 2022. Either party may terminate the Contract with thirty (30) days written notice to the other party.

Governing Law: This Contract shall be interpreted according to the law of the State of Nebraska, and any conflict arising under the Contract will be heard by a Nebraska court of competent jurisdiction.

Entire Agreement: This Contract constitutes the entire agreement between the parties as to the subject matter hereof and replaces all prior written and oral statements and understandings.

Signed in agreement on the day below:

By: Walter J. Kovach - Administrator 10/11/21
FILL IN APPLICABLE INFORMATION FOR NDOT/HSO Date

CITY OF BELLEVUE, NEBRASKA

By: _____ Date _____
Rusty Hike, Bellevue Mayor

By: Chris H. [Signature] 10-13-21
Bellevue Police Chief Date

By: Joseph W. Milos [Signature] 10-17-21
Lieutenant Joseph W. Milos Date

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

*16i.
10/19/2021

COUNCIL MEETING DATE: 10/19/2021	SUBMITTED BY: Tammi Palm	Planning Manager
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>

SUBJECT:

Request to approve a 30-day filing extension for the Redwood 25 final plat, as per Section 4-11, Subdivision - Regulations.

SYNOPSIS/BACKGROUND:

Redwood USA, LLC received approval for their Redwood 25 final plat on August 3, 2021. The Subdivision Regulations require the final plat be recorded with the Register of Deeds within 90 days of City Council approval. Thus, the plat would need to be recorded by November 1, 2021. Redwood USA, LLC is requesting a 30-day filing extension (as allowed per Section 4-11, Subdivision Regulations) to allow them additional time to get through their land transfer/closing process. The Planning Department is supportive of this request.

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:

The Planning Department recommends approval of this request.

ATTACHMENTS:


1. Letter from Lamp Rynearson	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:



VIA Email

October 13, 2021

14710 W. Dodge Rd., Ste. 100
Omaha, NE 68154
[P] 402.496.2498
[F] 402.496.2730
LampRynearson.com

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

REFERENCE: Redwood Homes – Bellevue 25
Final Plat – Delay Request
Job No.: 0121027.01-003

Dear Ms. Palm:

Redwood 25 final plat was approved by Bellevue City Council on August 3, 2021, as per the 90 day filing requirement, the original deadline to file the plat was November 1, 2021.

We request a 30 day extension of the deadline to file the plat. The new deadline would be December 1, 2021. We request this extension for the following reasons:

1. The final plat cannot be recorded until the property transfer has occurred and Redwood Home is the owner.
2. Redwood Homes is coordinating with their lender to provide the necessary documentation to approve the loan for property transfer including
 - a. Verification of site plan approval
 - b. Additional coordination with seller regarding timing of property transfer
 - c. Documentation on the proposed ROW dedication for the new Bellevue Public Street, Wolf Creek Drive
3. Coordination of Signatures and other miscellaneous items.

We met with Bellevue Planning on October 13, 2021 to review the issues and believe we have a clear path forward.

Redwood Homes – Bellevue 25
Final Plat – Delay Request
October 13, 2021
Job No.: 0121027.01-003
Page 2

Please note we may need to ask for an additional 30 day extension(s) to coordinate the items noted above. The Developer, Redwood Homes, is committed to this project. Lamp Rynearson has been authorized, by Redwood Homes, to produce final construction plans and we are working towards an early December complete construction document submittal for Building Permit.

Please place this request for an extension on the next Bellevue City Council Agenda. We will submit a check in the amount of \$200 to the City of Bellevue for the extension fee.

Thank you for your attention to this matter and help with this process.

Sincerely,

LAMP RYNEARSON

A handwritten signature in blue ink that reads "John E. Coolidge, P.E." with a stylized flourish at the end.

John E. Coolidge, P.E.
Vice President

c: Paul DeKruiff

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 10/19/2021	SUBMITTED BY: Legal / Administration	
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:

Approval of Letter of Intent (LOI) with Redwood USA, LLC to purchase approximately 24.82 acres located along South 36th Street at Granada Parkway, Bellevue, *from the City of Bellevue*

SYNOPSIS/BACKGROUND:

Purchase price \$30,000 per usable acre (verified by final survey and site plan), consisting of approximately 24.82 acres along South 36th Street at Granada Parkway.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: Letter of intent to purchase

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: N/A

START DATE: END DATE: PAYMENT DATE: INSURANCE REQUIRED: YES

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:

Approve and authorize the Mayor to sign the Letter of Intent (LOI) with Redwood USA, LLC to purchase approximately 24.82 acres located along South 36th Street at Granada Parkway, Bellevue.

ATTACHMENTS:

1. Letter of Intent	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:

[Handwritten signatures in blue ink]



September 20, 2021

City of Bellevue
1500 Wall St
Bellevue NE 68005

Re: Letter of Intent (“LOI”) to purchase approximately 24.82 acres located along South 36th Street at Granada Parkway, in the corporate limits of the City of Bellevue, County of Sarpy, State of Nebraska.

The following provisions reflect the parties’ mutual understanding of the major business terms relative to a proposed purchase of the above captioned property. Neither Buyer nor Seller (defined herein) shall have any liability to the other party, except as expressly stated herein, unless and until a Purchase Agreement (defined herein) is executed and delivered by both parties.

SELLER: City of Bellevue

BUYER: Redwood USA LLC, or its assignee

PROPERTY: Approximately 24.82 acres owned by Seller located along South 36th Street at Granada Parkway, in the corporate limits of the City of Bellevue, County of Sarpy, State of Nebraska, as depicted on Exhibit “A” attached hereto and made a part hereof. PPN (011592933 & 011592932)

PURCHASE PRICE: \$30,000 per usable acre, as verified by a final survey and site plan (usable acreage to exclude land within right-of-ways, wetlands, easements, floodplain property or contaminated soil deemed unbuildable for residential use by Buyer’s environmental or other consultants).

EARNEST MONEY DEPOSIT: \$10,000.00 refundable deposit to be delivered to the escrow agent (“Escrow Agent”) within 5 business days after a Purchase Agreement is executed by Buyer and Seller (“Earnest Money”). Escrow Agent will be a title company chosen by Buyer. The Earnest Money will be refundable to Buyer until the expiration of the Due Diligence Period, as extended, at which time the Earnest Money will become nonrefundable to Buyer (unless Seller defaults under the Agreement [or Buyer is unable to obtain Approvals (as defined below)]), but shall be credited to the purchase price at closing.

DUE DILIGENCE PERIOD:

The Due Diligence Period will begin on the date the Purchase Agreement is signed, which date is anticipated to begin November 16, 2021. The Buyer shall have 140 days to pursue zoning and governmental approvals (“Approvals”), financing, physical and all other due diligence necessary for Buyer’s intended use.

Provided that Buyer diligently and in good faith has completed the following events (“Phase 1 Due Diligence Period”), the Buyer shall have the right and option to further extend the due diligence period as further outlined in the “First Extension” provision below:

1. Complete the preapplication meeting with the City of Bellevue applicable staff;
2. Submit the plat to City of Bellevue applicable staff and have the Plat heard before the Planning Commission and Bellevue City Council, and approved by the City Council.

Provided that Phase 1 Due Diligence Period above is completed and Buyer exercises the right and option to further extend the due diligence period, the due diligence period shall extend for an additional 140 days (“First Extension”).

Provided that Buyer diligently and in good faith has completed the following events (“Phase 2 Due Diligence Period”), the Buyer shall have the right and option to further extend the due diligence period as further outlined in the “Final Extension” provision below:

1. Submit the Final Plat Mylars;
2. Record the approved Plat; and
3. Submit Architecture and Civil Plans to the City to obtain applicable permitting.

Provided that Phase 2 Due Diligence Period above is completed and Buyer exercises the right and option to further extend the due diligence period, the due diligence period shall extend for an additional 90 days (“Final Extension”).

Buyer shall, upon the exercise of each Extension, deposit with Escrow Agent an additional \$10,000.00 deposit (each, an “Extension Fee”), which shall be refundable to Buyer until the expiration of all Due Diligence Periods, as extended, at which time the Extension Fee(s) shall become nonrefundable to the Buyer (unless Seller defaults under the Agreement [or Buyer is unable to obtain Approvals], but shall be credited to the purchase price at closing.

The parties agree and understand that should Buyer not diligently and in good faith complete the tasks in the Phase 1 and/or Phase 2 Due Diligence Periods as outlined above, there will be no right to an extension. The parties understand and agree that should an unforeseen circumstance outside the control of the parties occur (i.e. a Planning Commission hearing is cancelled due to COVID-19), the parties will work together in good faith regarding any applicable and appropriate extensions to the due diligence periods.

REMONSTRANCE PERIOD:

Buyer and Seller understand that any Purchase Agreement will include a provision which includes as a contingency the successful completion of a thirty (30) day remonstrance period, as required by Neb. Rev. Stat. 16-202. The remonstrance period will begin immediately following the passage and publication of an Ordinance to approve the sale of the Property by Seller's City Council. If a remonstrance petition pursuant to Neb. Rev. Stat. 16-202 is successfully filed before the expiration of the thirty (30) day remonstrance period, the closing of the Purchase Agreement shall not occur and the Property shall not be sold. In the event such remonstrance petition is successfully filed and upheld and the closing of the Purchase Agreement does not occur, any earnest money deposited by Buyer pursuant to the Agreement shall be refunded to Buyer.

CLOSING:

Not later than sixty (60) days following the expiration or earlier waiver of the due diligence period.

CLOSING COSTS:

Buyer shall pay one half of the escrow fee, one half of the cost of the owner's title policy and other title charges, the full cost of any lender's policy or requested endorsements, and the full cost of recording the deed. Seller shall pay one half of the escrow fee, one half of the cost of the owner's title policy and other title charges, the full cost of any transfer or conveyance fee.

BROKER:

Ryan Kuehl of Investors Realty Inc represents Buyer ("Buyer's Broker"); Colm Breathnach of Sage Capital Real Estate Investments represents Seller ("Seller's Broker"). At closing, Seller shall pay a brokerage fee of five percent (5.00%) of the Purchase Price (to be split between Buyer's Broker and Seller's Broker). Purchaser and Seller represent that they have not engaged any other Brokers to represent them in this transaction and will indemnify and hold each other harmless from any claim by such a broker.



PURCHASE AGREEMENT:

Buyer shall prepare an initial draft of the Purchase Agreement using its standard form and will deliver the same to Seller for review. Buyer and Seller will use commercially reasonable efforts to draft, negotiate and execute a Purchase Agreement within thirty (30) days of the signing of this LOI. Notwithstanding anything to the contrary contained herein, either party may, at any time prior to the execution of the Purchase Agreement, notify in writing the other of its election to abandon or otherwise terminate this LOI ("LOI Abandonment").

CONFIDENTIALITY:

The parties understand that this LOI and the terms and provisions of the same will be placed on the Bellevue City Council Agenda for consideration and approval, and as such, the express terms of this agreement will not be confidential in nature. However, from and after the mutual execution and delivery hereof by Buyer and Seller, additional discussions regarding this LOI ("Confidential Information") shall be kept confidential between Buyer, Seller and any brokers referenced herein. Buyer and Seller may share the Confidential Information (i) with their respective officers, directors, employees, affiliates, representatives, agents and consultants (including, without limitation, brokers, financial advisors, attorneys, and other consultants), (ii) at Buyer's discretion, as required in order to obtain Approvals, (iii) to the extent the same was or becomes generally known to the public through no wrongful act of the party subsequently disclosing the same, (iv) as required by applicable law (upon reasonable advance notice to the other party, to the extent practicable), and (v) at Buyer's discretion, to any potential third-party purchaser of all or a portion of the Property, but shall not otherwise share the Confidential Information without the express written consent of the other party. Buyer and Seller shall take such steps as necessary to impose the foregoing obligation on the respective party's officers, directors, employees, affiliates, representatives, agents and consultants (if applicable), and, with respect to Buyer, and potential third-party purchaser(s).



EXCLUSIVE DEALING:

Unless/until LOI Abandonment occurs, Seller shall not, directly or indirectly, (i) solicit, initiate, encourage or accept proposals or offers relating to the purchase/sale of the Property, or (ii) participate in any discussions or negotiations regarding, or furnish to any person or entity other than Buyer, any non-public information with respect to the Property or the contemplated purchase/sale thereof. Seller shall take such actions as necessary to impose the foregoing restrictions on Seller's officers, directors, employees, representatives, agents, and broker (if applicable).

Unless and until a purchase agreement is prepared, authorized, executed and delivered by both Buyer and Seller ("Purchase Agreement"), neither party shall have any liability to the other with respect to the contents of this LOI (expressly excepting, however, the Confidentiality and Exclusive Dealing provisions above, which shall constitute legally binding and enforceable obligations from and after the mutual execution and delivery of this LOI by both Buyer and Seller). Upon execution and delivery of the Purchase Agreement by both Buyer and Seller, (i) this LOI shall be merged into and superseded by the Purchase Agreement, and (ii) the rights, obligations, liabilities and responsibilities of each party shall be as set forth in the Purchase Agreement.

This LOI may be executed in one or more counterparts, each of which will be deemed an original copy of this LOI and all of which, when taken together, will be deemed one and the same LOI. Any electronic delivery (e.g., email, fax, .pdf, .jpg, photograph, etc.) of a party's signature on any copy of this LOI shall be deemed to be the delivery by such party of its original binding signature hereon.

Sincerely Yours,

Redwood USA LLC

By: _____

A handwritten signature in black ink, appearing to read "Kevin Kwiatkowski", written over a horizontal line.

Kevin Kwiatkowski, Authorized Signatory

Accepted and Approved by Seller:

City Of Bellevue

By: _____

Name: _____

Title: _____

Date: _____

Exhibit A
Legal Description

PPN 011592932 – LOT 4 DANIELL'S FARM ADDITION (7.11 AC)

PPN 011592933 – LOT 5 DANIELL'S FARM ADDITION (17.74 AC)

