

## Bellevue City Council Meeting \*\*\*Amended Agenda\*\*\*

Tuesday, October 21, 2025 6:00 PM

Bellevue City Hall

1500 Wall Street

Bellevue, NE 68005

### 1. PLEDGE OF ALLEGIANCE

2. INVOCATION — Pastor Chris Hemmelman, First City Church, 1908 Lloyd Street.

### 3. CALL TO ORDER AND ROLL CALL

4. OPEN MEETINGS ACT - Posted on the rear wall of 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 September 9, 2025 Tree Board Minutes.

2. (\*) Approval of the October 7, 2025 City Council Minutes.

### 6. APPROVAL OF CLAIMS

7. SPECIAL PRESENTATIONS: NONE

8. ORGANIZATIONAL MATTERS: NONE

9. APPROVED CITIZEN COMMUNICATION: NONE

### 10. LIQUOR LICENSES:

a. Recommend approval to the Nebraska Liquor Control Commission (NLCC) an application for a Class "C" Liquor License to sell beer, wine, and distilled spirits, On and Off Sale, for Varsity Hospitality LLC dba "Varsity Sports Café and Roman Coin Pizza", located at 3504 Samson Way Suites 1-5, Bellevue, NE 68123 and Christopher Lohmeier as Manager; and approval of a temporary operating permit. (City Clerk)

b. Recommend approval to the Nebraska Liquor Control Commission (NLCC) an amendment application for Cole Douglas Gordner as manager for Walmart Inc. dba "Walmart 2847" located at 10504 S. 15th Street, Bellevue, NE 68123. (City Clerk)

c. Recommend approval to the Nebraska Liquor Control Commission (NLCC) an amendment application for Alisiha L. Willis as manager for Walmart Inc. dba "Walmart 3154" located at 2109 Towne Centre Drive, Bellevue, NE 68123. (City Clerk)

### 11. ORDINANCES FOR ADOPTION (3rd reading):

a. Ordinance No. 4197: Request to rezone Lots 1 through 3, Michalek Estates, from AG to AG, RA, and RE, for the purpose of lot line adjustments. Applicant: Mark Michalek. General Location: 12009 S. 25th Street. (Planning Director)

1. Small subdivision plat Lots 1 through 3, Michalek Estates.

2. Waiver of Section 6-7 (7), Subdivision Regulations, regarding excessive depth in relation to width of lots over three to one.

### 12. ORDINANCES FOR PUBLIC HEARING (2nd reading):

a. Ordinance No. 4198: Request to rezone Lot 1 and Outlot A, Mora Acres, being a platting of part of Tax Lots 12 and 13, located in the Southwest ¼ of Section 22, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, from AG to RA, and RG-8 for the purpose of residential development. Applicant: Orchard Valley, Inc. General Location: 1902 Lola Ave. (Planning Director)

1. Small subdivision plat Lot 1 and Outlot A, Mora Acres. **(No Action Required)**

b. Ordinance No. 4199: Request to rezone Lot 6, Tiller's 4th Addition, from BG to RG-8-PS for the purpose of multi-family residential development, with site plan approval. Applicant: Ehrhart Griffin & Associates. General Location: 1724 Wilshire Dr. (Planning Director)

13. ORDINANCES FOR INTRODUCTION (1st reading): NONE

14. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:

a. Request for a conditional use permit for Lot 3D, Twin Ridge II, for the purpose of the parking of oversized vehicles and trailers. Applicant: Shane Hoeft. General location: 1010 Fort Crook Road South. (Planning Director)

b. Request to final plat Lots 1 through 7, and Outlots A & B, Quail Crossing, being a replant of Lot 1, Katherine Addition, and part of the Northeast 1/4 of the Southwest 1/4 north of the road, all located in the Southwest 1/4 of Section 32, T14N, R13E of the 6th P.M., Sarpy County, Nebraska. Applicant: Quail Crossing LLC. General location: South 42nd Street and Hwy 370. (Planning Director)

1. Approve and authorize the Mayor to sign the Development Agreement with Quail Crossing, LLC. (Planning Director)

15. RESOLUTIONS: NONE

16. CURRENT BUSINESS:

a. Approve purchase of a new Med Unit to replace Medic 42 from North Central Emergency Vehicles, in an amount not to exceed \$379,864.00. **(Most likely delivered after this fiscal year)** (Fire Chief)

b. Approve purchase and authorize the Mayor to sign Quote from Leisure Life Sports 2025 Can-Am UTV, in an amount not to exceed \$24,499.00. (Fire Chief)

c. Approve purchase of one (1) 2026 Ford Expedition to replace 2011 Chevy Tahoe, from Anderson Auto Group, in an amount not to exceed \$60,755.00. (Fire Chief)

d. Approve and authorize the Mayor to sign the quote from Federal Signal Safety and Security Systems to replace the fire sirens at District One Fire Station and in College Heights, in an amount not to exceed \$67,911.00. (Fire Chief)

e. Approve the purchase from Cerris Systems the Digital HVAC Control Systems at 1500/1510 Wall Street, in an amount not to exceed \$285,250.00. (Public Works Director)

f. Approve and authorize the Mayor to sign Change Order #2 with SAK Construction for the Olde Towne CIPP Rehabilitation Package, in an amount not to exceed \$94,347.50. (Public Works Director)

g. Approve and authorize the Mayor to sign the Agreement with RJN Group Inc. for Professional Engineering Service on Geographic Information System (GIS) Upgrades and to provide field confirmation on Sewersheds B & C, in an amount not to exceed \$290,000.00. (Public Works Director)

h. Approve and authorize the Mayor to sign the Proposal from Best Cut Lawn Care Inc. on concrete work to be done at 1510 Wall Street, in an amount not to exceed \$58,047.00. (Public Works Director)

i. Approve and authorize the Mayor to sign the (3) three Acquisition of Temporary Easement Contracts with Midwest ROW for Mission Ave. Reconstruction and Streetscape for Tracks 13, 15, and 16, for an amount not to exceed \$910.00. (Public Works Director)

j. Approve and authorize the Mayor to sign (4) four Acquisition of Temporary Easement Contracts with Midwest ROW for Whitted Creek 25th Street Project from Lynnwood to Blackhawk for Tracks 6, 14, 22, and 24, for an amount not to exceed \$13,640.00. (Public Works Director)

k. Approve and authorize the Mayor to sign proposals with SEI to replace aged cameras at Fire Districts 1, 2, 3, 4 and Training Site, in an amount not to exceed \$115,483.00. (Fire Chief)

l. Approve purchase of (60) sixty licenses from Police Narrative A1 for a year beginning October 25, 2025 through October 25, 2026, in an amount not to exceed \$21,595.80. (Capt. Melvin/Police Dept.)

m. +++ Approve and authorize the Mayor to sign a Quote from Motorola Solutions to purchase (24) portable police radios & accessories for the Police Dept., in an amount not to exceed \$199,651.20.

n. +++ Approve and authorize the Mayor to sign the Agreement with Samsara/Carahsoft

Technology Corp. for an integrated platform & hardware solution, in an amount not to exceed \$545,564.60 over a 5-year term (1st year - \$45,342.55). (City Administrator)

o. ^^^ Approve and authorize the Mayor to sign the Consent to Collateral Assignment of Tax Increment Note and Redevelopment Agreement with MRES Ascend Holdings LLC. (Legal)

p. ^^^ Approval renewal of the employee's insurance plan and premiums for 2026. (HR Director)

17. ADMINISTRATION REPORTS: Comments must be limited to items on the current Reports **(October report will be attached to the November 4th Council Packet)**

18. CLOSED SESSION:

19. ADJOURNMENT



City of Bellevue  
Tree Board Minutes  
September 09, 2025

**Attendance** - Don Preister, Tom Mruz Kathy Radosta, Nancy Scott, Kay Hegler, and Deborah Woracek were present. Scott Evans was excused. Rob Clatterbuck was absent. Tom Mruz presided over the meeting.

**Volunteer hours and miles** - Deborah had a hard copy of the hours and miles file available for people to update their contributions.

**Approve Minutes of August 12, 2025, meeting** - Kathy made a motion to approve the minutes of the August 12, 2025, meeting, Don seconded the motion. All present approved. Deborah will send them to the City of Bellevue to be filed.

**Park Report** – Jim was unable to attend the meeting and give a report. No one present at the meeting heard from the Parks Department.

### **Old Business**

**Recap Arrows to Aerospace Parade** – Don led the group with his electric car and Tom and Kay carried banners while Nancy picked up orange bag recycling. They marched with about 30 members of Green Bellevue. The two large Earth balls were also in the parade. The parade was well attended by the public despite the heat!

**Bellevue Tree Board shirts update** – Kathy kindly picked up our new shirts on her way to the Board meeting. She will pass them out and accept payment for them at the end of today's meeting. All present thanked her for her hard work in ordering them for us. All also thanked Don for his offer to pay for our polo shirts. Kathy showed an example of each style, and all present were excited with how they turned out.

**Tree City USA Celebration – Recap** – Nancy and Deborah attended the celebration along with former President of the Bellevue Tree Board, Jo Langabee. Jo was receiving one of the Service Awards. Deborah brought copies of the brochure about all Tree City USA growth awards for the members of our board to review to get ideas of how we can improve our submission for Growth Points in next year's application.

**Bellevue 411 – articles** – Scott has been submitting articles for publication on a regular basis. Don reported that he even has a couple of extra articles to use if Scott doesn't send one in.

**Workdays/Ash trees assessments in parks** –Kay has set up a document for tracking which parks needed trees removed. Using Tree Plotter Kathy printed and brought park maps to the meeting showing the parks where we assessed the ash trees for EAB. The Board has been checking ash trees in all the parks for EAB. Tree Plotter was used to locate the questionable trees. The dead trees have been marked with red X and on the maps generated by Tree Plotter, but the software has not been updated for dead trees... Kathy and Don will meet to combine the various park maps and reports of dead trees that have been collected. This packet of information will be turned into the Parks Department. The trees can be cut down during winter. Rob has offered to cut some of the trees for the city. It was decided to not update the software until the trees have been removed in the next cycle of tree inventory. If the trees are left in Tree Plotter it will then show where to not plant replacement trees. Don reported that he has obtained permission from Green Bellevue to store some of our documents on their website for easy access. Don also asked Kathy to ask Rob about giving us the needed mulch for the Memorial Forest Planting and for clarification of his offer to remove trees for the city when she calls him about his Tree Board shirts. Kay commended all for how many parks were covered in a short time and wondered if this could be a way to check for other issues such as verticillium. Nancy pointed out that verticillium is usually not as fatal as EAB is to trees. Don commended the Board for the completion of this project in a timely manner and thanked all for their work.

**Weeding in parks** – Nancy announced that weeding has been done some in Mason Park. She plans on weeding in the pollinator bed by the caboose by the Sarpy County Museum on Thursday, Sept. 11 from 4:30-7pm. She invited all to come and help. Mason Park will be weeded more at a future date.

**Winter/Fall Projects** – Tom reported he has not checked the trees at BWHS as he is still trying to find more Triclopyr to use along Bellevue West High School's north tree line that he monitors. A discussion followed of whether to use the chemical with water or diesel fuel. It was pointed out that if using diesel fuel the chemical will not translocate through the roots to nearby plants. Tom will clarify which is better with Michelle Foss at Fontenelle Forest. Don will reimburse Tom if he decides to purchase the chemical through Amazon.

**New Business:**

**Election discussion** – was tabled for future use as our Board now has 2 new members.

**Natural Legacy Conference** – will be held October 7-9 on the East Campus of UNL. Deborah explained that this conference often has timely sessions of interest.

**Brainstorming meeting: Tree City USA, monthly duties timeline, etc.** – a discussion was held, and it was decided to have a brainstorming meeting like we did last year. It will be at the end of our regular October monthly meeting on October 14.

**Memorial Forest Tree Planting** – Don reported he has located a few more volunteers from his appearance on channel 3 about the Memorial Forest Tree Planting to be held in Banner Park on September 27 at 9am. He announced he had obtained the trees from the NRD and from a grant. The aftercare watering has also been set up to occur. The Sarpy County Tourism is spreading the word about the event using the flyer that Kathy designed. Kathy was thanked for doing that by all. Don will meet with city staff to mark where the trees will go along the pathway. He will supervise the digging of the holes and then will put water and the tree to be planted in the hole the day before the event. He asked Nancy and Tom to help with this. Don has asked all volunteers who come to bring any wheelbarrows, shovels, dirt rakes, and mulch forks they may have with them.

Tom asked for further business. There being none, he asked for a motion to adjourn. Kathy made the motion to adjourn the meeting and Kay seconded the motion. All voted in favor. Deborah announced our **next meeting will be October 14 at 9am** with the brainstorming meeting to be held immediately afterwards.

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

Tentative agenda for our next meeting to be held on October 14, 2025 at 9am

Attendance  
Volunteer Hours  
Approve Minutes of Sept. 9, 2025, meeting  
Park Report – Jim  
Old Business  
Bellevue 411 articles  
Winter Projects  
Memorial Forest Planting recap  
Tree inventory  
New Business

Brainstorming session for Tree City USA growth awards (to be held after the meeting)

# MINUTE RECORD

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10/21/2025

Bellevue City Council Meeting, October 7, 2025, Page 1

A regular meeting of the Mayor and City Council of Bellevue was called to order by Mayor Rusty Hike at the Bellevue City Hall on the October 7, 2025 at 6:00 p.m. Present were Council Members Kathy Welch, Don Preister, Rich Casey, Thomas Burns, Julie Collins, and Jerry McCaw.

Also present were City Administrator Jim Ristow and City Attorney Aimee Bataillon.

Notice of this meeting was given in advance thereof by publication in the Sarpy County Times, on the NE Public Notices website, posted and put on city website, the designated method for giving notice and was also given to the Mayor and all members of the City Council. Available in the Office of the City Clerk confirmation of the affidavit of publication, the certificate of posting, and the council's acknowledgment of receipt of notice. All proceedings shown hereafter were taken while the convened meeting was open to the public.

## **PLEDGE OF ALLEGIANCE AND INVOCATION**

Mayor Hike led in the Pledge of Allegiance. Pastor Burt Garwood, Pilgrim Lutheran Church, 2311 Fairview Road, provided the invocation.

## **OPEN MEETINGS ACT**

Mayor Hike announced a copy of the Open Meetings Act is posted on the rear wall of the City Council Chambers.

## **APPROVAL OF THE AGENDA:**

**Motion** was made by Burns, seconded by Preister, to approve the agenda. Roll call vote to approve the agenda was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; absent: none. Motion carried.

## **APPROVAL OF THE CONSENT AGENDA:**

**Motion** was made by Preister, seconded by Burns, to approve the consent agenda consisting of the following item: Approval of the September 16, 2025 City Council Minutes, Approval of the September 23, 2025 Special Budget Meeting Minutes, Acknowledge receipt of the September 25, 2025 Planning Commission Minutes. Roll call vote to approve the consent agenda was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

## **APPROVAL OF CLAIMS:**

**Motion** was made by Casey, seconded by Burns, to approve the claims. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; absent: none; abstain: none. Motion carried.

## **SPECIAL PRESENTATIONS: NONE**

## **ORGANIZATIONAL MATTERS: NONE**

## **APPROVED CITIZEN COMMUNICATION:**

### **Charles Shanahan - Discuss Garage Permit - 2520 Olive Street.**

Mr. Shanahan was not present.

## **LIQUOR LICENSES:**

### **Recommend approval to the Nebraska Liquor Control Commission (NLCC) an amendment application for Tausha Allen Cosimo as manager for Quik Trip 586 located at 1311 Fort Crook Road North Bellevue, NE 68005. (City Clerk)**

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

No one in the audience came forth to speak in support of or in opposition to the ordinance.

Mayor Hike declared the public hearing closed.

**Motion** was made by Collins, seconded by Welch, to recommend approval to the Nebraska Liquor Control Commission (NLCC), an amendment application for Tausha Allen Cosimo as manager for Quik Trip 586 located at 1311 Fort Crook Road North Bellevue, NE 68005. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; absent: none; abstain: none. Motion carried.

# MINUTE RECORD

Bellevue City Council Meeting, October 7, 2025, Page 2

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

**Ordinance No. 4195: An ordinance authorizing the issuance of general obligation bonds for certain improvement districts in and for the City of Bellevue, in an amount not to exceed \$35,000,000.00. (Finance Director)**

Ordinance No. 4195: An ordinance authorizing the issuance of General Obligation Bonds, of the City of Bellevue, Nebraska, in the principal amount not to exceed \$35,000,000 to provide financing for the costs of improvements in certain improvement districts in and for the city; prescribing certain terms and form of such bonds and providing for the setting of certain terms and from of such bonds; providing for the levy of taxes to pay the interest on and principal of such bonds; providing for publication of this ordinance in pamphlet or electronic form; and related matters was read for the third and final time.

**Motion** was made by Casey, seconded by Welch, to approve Ordinance No. 4195: An ordinance authorizing the issuance of General Obligation Bonds, of the City of Bellevue, Nebraska, in the principal amount not to exceed \$35,000,000 to provide financing for the costs of improvements in certain improvement districts in and for the city; prescribing certain terms and form of such bonds and providing for the setting of certain terms and from of such bonds; providing for the levy of taxes to pay the interest on and principal of such bonds; providing for publication of this ordinance in pamphlet or electronic form; and related matters. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

**Ordinance No. 4196: Request to amend Section 26-40 of Article III of Chapter 26 of the Bellevue City Code relating to the boundaries of the Official Zoning Map for lands lying outside the city limits but within the City's two-mile zoning jurisdiction boundaries (for Parcel #010609490). Applicant: City of Bellevue.**(Planning Director)

Ordinance No. 4196: An ordinance to amend Section 26-40 of Article III of Chapter 26 of the Bellevue City Code relating to boundaries of the official zoning jurisdiction map for lands lying inside the city limits of Bellevue and Lands lying outside the city limits but within the city's two-mile zoning jurisdiction, to adopt a map establishing jurisdictional boundaries; to repeal such section as heretofore existing, and designating an effective date was read for the third and final time.

**Motion** was made by Preister, seconded by Welch, to approve Ordinance No. 4196: An ordinance to amend Section 26-40 of Article III of Chapter 26 of the Bellevue City Code relating to boundaries of the official zoning jurisdiction map for lands lying inside the city limits of Bellevue and Lands lying outside the city limits but within the city's two-mile zoning jurisdiction, to adopt a map establishing jurisdictional boundaries; to repeal such section as heretofore existing, and designating an effective date. Applicant: City of Bellevue. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

## **ORDINANCES FOR PUBLIC HEARING: (Second Reading):**

**Ordinance No. 4197: Request to rezone Lots 1 through 3, Michalek Estates, from AG to AG, RA, and RE, for the purpose of lot line adjustments. Applicant: Mark Michalek. General Location: 12009 S. 25th Street.** (Planning Director)

Ordinance No. 4197: An ordinance to amend the official zoning map of the City of Bellevue, Nebraska, as provided for by Article 3 of Ordinance No. 4146 by changing the zone classification of land located at or about 12009 South 25<sup>th</sup> Street, more particularly described in Section 1 of the Ordinance and to provide for an effective date was read for a second time and a public hearing was held.

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

No one in the audience came forth to speak in support of or in opposition to the ordinance.

Mayor Hike declared the public hearing closed.

Mayor Hike stated the third reading will be heard at the Council meeting on October 21 , 2025.

**Small subdivision plat Lots 1 through 3, Michalek Estates.** (No Action Required)

**Waiver of Section 6-7 (7), Subdivision Regulations, regarding excessive depth in relation to width of lots over three to one.** (No Action Required)

## **ORDINANCES FOR INTRODUCTION (1st reading):**

**Ord. No. 4198: Request to rezone Lot 1 and Outlot A, Mora Acres, being a platting of part of Tax Lots 12 and 13, located in the Southwest ¼ of Section 22, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, from AG to RA, and RG-8 for the purpose of residential development; and small subdivision plat Lot 1 and Outlot A, Mora Acres. Applicant: Orchard Valley, Inc. General Location: 1902 Lola Ave.** (Planning Director)

# MINUTE RECORD

Bellevue City Council Meeting, October 7, 2025, Page 3

Ordinance No. 4198: An ordinance to amend the official zoning map of the City of Bellevue, Nebraska, as provided for by Article 3 of Ordinance No. 4146 by changing the zone classification of land located at or about 1902 Lola Ave. more particularly described in Section 1 of the ordinance and to provide an effective date was read by title only.

Mayor Hike stated the second reading and public hearing will be heard at the Council meeting on October 21, 2025.

**Ord. No. 4199: Request to rezone Lot 6, Tiller's 4th Addition, from BG to RG-8-PS for the purpose of multi-family residential development, with site plan approval. Applicant: Ehrhart Griffin & Associates. General Location: 1724 Wilshire Dr. (Planning Director)**

Ordinance No. 4199: An ordinance to amend the official zoning map of the City of Bellevue, Nebraska, as provided for by Article 3 of Ordinance No. 4146 by changing the zone classification of land located at or about 1724 Wilshire Drive more particularly described in Section 1 of the ordinance and to provide an effective date was read by title only.

Mayor Hike stated the second reading and public hearing will be heard at the Council meeting on October 21, 2025.

**PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES: NONE**

**RESOLUTIONS: NONE**

**CURRENT BUSINESS:**

**Approve and authorize the Mayor to sign the Community Development Block Grant (CDBG) Funding Approval and the Agreement for FY-25 funding, in an amount not to exceed \$315,457.00. (Finance/CDBG Specialist)**

**Motion** was made by Welch, seconded by Collins, to approve and authorize the Mayor to sign the Community Development Block Grant (CDBG) Funding Approval and the Agreement for FY-25 funding, in an amount not to exceed \$315,457.00. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

**Approve and authorize the Mayor to sign Amendment Number 1 to the Cost Reimbursement Research Subaward Agreement for the extension of the grant period to September 30, 2026, in an amount not to exceed \$140,000.00. (CDBG Specialist/Public Works)**

**Motion** was made by Preister, seconded by Collins, to approve and authorize the Mayor to sign Amendment Number 1 to the Cost Reimbursement Research Subaward Agreement for the extension of the grant period to September 30, 2026, in an amount not to exceed \$140,000.00.

Councilman Preister questioned what will happen after funds are received and the plan is developed. He wants to make sure the plan is implemented and the replacement of trees in the parks takes place.

Mr. Dave Goedeken, Public Works Director, explained there will be RFPs in this new budget year for a tree study. The tree study will look at all the parks and in the right-of-way. This will allow recommendations to be made for the tree program in the future. This will allow a plan to be set in place for grant funding. Discussion followed.

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

**Approve and authorize the Mayor to sign the (3) three Acquisition of Temporary Easement Contracts with Midwest ROW for Mission Ave. Reconstruction and Streetscape for Tracts 14, 22, and 23, for an amount not to exceed \$1,700.00. (Public Works Director)**

**Motion** was made by McCaw, seconded by Collins, to approve and authorize the Mayor to sign the (3) three Acquisition of Temporary Easement Contracts with Midwest ROW for Mission Ave. Reconstruction and Streetscape for Tracts 14, 22, and 23, for an amount not to exceed \$1,700.00. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

**Approve and authorize the Mayor to sign the nine (9) Acquisition of Temporary Easement Contracts with Midwest ROW for Whitted Creek 25th St. Project, from Lynnwood to Blackhawk, for Tracts 1, 2, 5, 7, 10, 15, 16, 19, and 21, in an amount not to exceed \$30,970.00. (Public Works Director)**

**Motion** was made by Casey, seconded by Welch, to approve and authorize the Mayor to sign the nine (9) Acquisition of Temporary Easement Contracts with Midwest ROW for Whitted Creek 25th St. Project, from Lynnwood to Blackhawk, for Tracts 1, 2, 5, 7, 10, 15, 16, 19, and 21, in an amount not to exceed

# MINUTE RECORD

Bellevue City Council Meeting, October 7, 2025, Page 4

\$30,970.00. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

**Approve and authorize the Mayor to sign the Proposal from Cerris Systems to replace the compressor at 1500 Wall Street, in an amount not to exceed \$12,035.00. (Public Works Director)**

**Motion** was made by Casey, seconded by Collins, to approve and authorize the Mayor to sign the Proposal from Cerris Systems to replace the compressor at 1500 Wall Street, in an amount not to exceed \$12,035.00. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

**Approve & authorize the Mayor to sign Change Order No. 1 to Citylogix Contract to include additional traffic sign inventory to the database, in an amount not to exceed \$24,000.00. (Public Works Director)**

**Motion** was made by McCaw, seconded by Welch, to approve and authorize the Mayor to sign Change Order No. 1 to Citylogix Contract to include additional traffic sign inventory to the database, in an amount not to exceed \$24,000.00. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

**Recommend approval of the purchase request of six (6) Explorer Police Cruisers from Anderson Ford, in an amount not to exceed \$263,226.00. (Police Chief)**

**Motion** was made by Welch, seconded by Collins, to recommend approval of the purchase request of six (6) Explorer Police Cruisers from Anderson Ford, in an amount not to exceed \$263,226.00. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

**Recommend approval of the purchase request for three (3) CIB/Support Vehicles from Husker Auto Group LLC., in an amount not to exceed \$96,304.00. (Chief Clary)**

**Motion** was made by Collins, seconded by McCaw, to recommend approval of the purchase request for three (3) CIB/Support Vehicles from Husker Auto Group LLC., in an amount not to exceed \$96,304.00. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

**Approve and authorize the Mayor to sign the Interlocal Agreement with Sarpy County for Public Safety Software from October 1, 2025 to September 30, 2028, in an amount not to exceed \$50,982.19. (Administration)**

**Motion** was made by Casey, seconded by McCaw, to approve and authorize the Mayor to sign the Interlocal Agreement with Sarpy County for Public Safety Software from October 1, 2025 to September 30, 2028, in an amount not to exceed \$50,982.19. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

**Approve and authorize the Mayor to sign the purchase of 25 Panasonic Toughbook laptops for the Police Department in an amount not to exceed \$95,596.00 from GovDirect. (Police Chief)**

**Motion** was made by Collins, seconded by McCaw, to approve and authorize the Mayor to sign the purchase of 25 Panasonic Toughbook laptops for the Police Department in an amount not to exceed \$95,596.00 from GovDirect. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

**Approve and authorize the purchase of a remote-controlled tablet robot from ICOR Technology in an amount not to exceed \$75,997.50. (Police Chief)**

**Motion** was made by Collins, seconded by Welch, to approve and authorize the purchase of a remote-controlled tablet robot from ICOR Technology in an amount not to exceed \$75,997.50. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

**Approve and authorize the Mayor to sign City of Bellevue, Nebraska Police Officers Retirement System Defined Contribution Plan in an amount not to exceed \$163,000. (Police Retirement Committee)**

**Motion** was made by Welch, seconded by Collins, to approve and authorize the Mayor to sign City of Bellevue, Nebraska Police Officers Retirement System Defined Contribution Plan in an amount not to exceed \$163,000. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

# MINUTE RECORD

Bellevue City Council Meeting, October 7, 2025, Page 5

**Approve and authorize the Mayor to sign Amendment One to the City of Bellevue, Nebraska Police Officers Retirement Plan and Trust in an amount not to exceed \$123,000.00. (Police Retirement Committee)**

**Motion** was made by McCaw, seconded by Collins, to approve and authorize the Mayor to sign Amendment One to the City of Bellevue, Nebraska Police Officers Retirement Plan and Trust in an amount not to exceed \$123,000.00. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

**Approve and authorize the Mayor to sign the Construction Contractor Assignment Agreement with MCL and ARCO Murray for the Bellevue Bay Indoor Water Park, in an amount not to exceed \$792,526.00. (Economic & Community Development Director)**

**Motion** was made by Welch, seconded by Collins, to approve and authorize the Mayor to sign the Construction Contractor Assignment Agreement with MCL and ARCO Murray for the Bellevue Bay Indoor Water Park, in an amount not to exceed \$792,526.00. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

**ADMINISTRATION REPORTS: Comments must be limited to items on the current reports.**  
**(September report attached to Council Packet)**

Councilman Preister initiated conversation on priorities to sidewalks. Discussion followed.

**CLOSED SESSION: NONE**

## **ADJOURNMENT**

There being no further business to come before the Council at this time, on motion by Preister, seconded by McCaw, the meeting was adjourned at 6:34 p.m.

Roll call vote to approve the adjournment was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw yes; voting no: none; absent: none. Motion carried.

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Susan Kluthe, City Clerk

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Rusty Hike, Mayor

I, the undersigned, City Clerk of the City of Bellevue, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the City Council on October 7, 2025; 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.

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Susan Kluthe, City Clerk

# MINUTE RECORD

6.  
10/21/2025

## CLAIMS FOR 2025/10/21 COUNCIL MEETING

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### MAYOR

AT&T MOBILITY	2025/08/22-09/21 MONTHLY SERVICE	42.61
BELLEVUE CHAMBER OF COMMERCE AND COMMUNITY	2025/10/23 MAYORS FORUM-BELLEVUE CHAMBER	400.00
METROPOLITAN AREA PLANNING AGENCY	PC-2025/06/18 MAPA COUNCIL OF OFFICIALS MEETING-HIKE	20.00
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		\$ 462.61

### CITY ADMINISTRATOR

AT&T MOBILITY	2025/08/22-09/21 MONTHLY SERVICE	83.50
BAKERS BELLEVUE	PC-FREEZER POPS FOR AHP PLAYGROUND RIBBON CUTTING	69.00
BELLEVUE COMMUNITY FOUNDATION	2025/11/08 BELLEVUE COMMUNITY FOUNDATION-FUNDRAISER	1,000.00
BLACK HILLS ENERGY	2025/08/28-09/30 MONTHLY SERVICE	65.08
CAPITAL BUSINESS SYSTEMS, INC	2025/08/20-09/19 COPIER EXPENSE	89.66
CASEY'S GENERAL STORE #6133	PC-FUEL FOR CITY VEHICLE	54.15
CENTURY LINK	2025/09/22-10/21 MONTHLY SERVICE	31.01
OMAHA WORLD HERALD	PC-2025/07/31M OWH DIGITAL SUBSCRIPTION	20.99
OPENAI	PC-2025/06/30-07/30 CHATGPT PLUS SUBSCRIPTION	20.00
UNITED OF OMAHA LIFE INSURANCE	2025/09/30M DENTAL	85.26
UNITED OF OMAHA LIFE INSURANCE	2025/09/30M LIFE	32.95
UNITED OF OMAHA LIFE INSURANCE	2025/09/30M LTD	62.58
US BANK VOYAGER FLEET SYSTEMS	2025/08/31M FUEL PURCHASES	145.17
WSJ/BARRONS SUBSCRIPTION	PC-2025/07/31M WSJ SUBSCRIPTION	58.84
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		\$ 1,818.19

### CITY COUNCIL

UNITED OF OMAHA LIFE INSURANCE	2025/09/30M DENTAL	28.42
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		\$ 28.42

### LEGAL SERVICES

AT&T MOBILITY	2025/08/22-09/21 MONTHLY SERVICE	124.39
BLACK HILLS ENERGY	2025/08/28-09/30 MONTHLY SERVICE	11.48
NEBRASKA.GOV	PC-2025/05/31 CASE LOOKUP FEES	9.00
NEBRASKA.GOV	PC-2025/06/30M CASE LOOKUP FEES	19.00
THOMSON REUTERS - WEST	PC-2025/05/31M ONLINE SOFTWARE SUBSCRIPTION	471.24
UNITED OF OMAHA LIFE INSURANCE	2025/09/30M DENTAL	85.26
UNITED OF OMAHA LIFE INSURANCE	2025/09/30M LIFE	32.15
UNITED OF OMAHA LIFE INSURANCE	2025/09/30M LTD	56.08
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		\$ 808.60

### CABLE ADVISORY

AT&T MOBILITY	2025/08/22-09/21 MONTHLY SERVICE	40.89
B & H PHOTO-VIDEO	PC-SPEAKER CABLE, MIC CLIPS, MIC STAND, SHEET MUSIC STAND	274.68
BLACK HILLS ENERGY	2025/08/28-09/30 MONTHLY SERVICE	57.42
CIVICPLUS, LLC	2025/10/01-2023/09/30 SOCIAL MEDIA ARCHIVING-PD AND CTV	1,981.19
COX BUSINESS SERVICES	2025/09/19-10/18 MONTHLY SERVICE	9.04
UNITED OF OMAHA LIFE INSURANCE	2025/09/30M DENTAL	56.84
UNITED OF OMAHA LIFE INSURANCE	2025/09/30M LIFE	20.18
UNITED OF OMAHA LIFE INSURANCE	2025/09/30M LTD	26.72
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		\$ 2,466.96

# MINUTE RECORD

## CLAIMS FOR 2025/10/21 COUNCIL MEETING

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### CITY CLERK

AMAZON.COM, LLC	PC-CORK BOARD TILES, LANYARDS, OFFICE SUPPLIES	275.46
BLACK HILLS ENERGY	2025/08/28-09/30 MONTHLY SERVICE	99.55
CENTURY LINK	2025/09/22-10/21 MONTHLY SERVICE	15.50
COLUMN SOFTWARE, PBC	PC-LEGAL AD	1,764.17
OMAHA WORLD HERALD	PC-LEGAL AD	339.53
UNITED OF OMAHA LIFE INSURANCE	2025/09/30M DENTAL	56.84
UNITED OF OMAHA LIFE INSURANCE	2025/09/30M LIFE	20.98
UNITED OF OMAHA LIFE INSURANCE	2025/09/30M LTD	27.12
		<b>\$ 2,599.15</b>

### FINANCE/RISK MANAGEMENT

AMAZON.COM, LLC	PC-OFFICE SUPPLIES, SAFETY BOOTS (SHELTON)	211.68
AT&T MOBILITY	2025/08/22-09/21 MONTHLY SERVICE	196.37
BLACK HILLS ENERGY	2025/08/28-09/30 MONTHLY SERVICE	84.22
CAPITAL BUSINESS SYSTEMS, INC	2025/08/21-09/20 COPIER EXPENSE	11.65
CAPITAL BUSINESS SYSTEMS, INC	2025/08/20-09/19 COPIER EXPENSE	321.50
CENTURY LINK	2025/09/22-10/21 MONTHLY SERVICE	15.50
CORNHUSKERS SQUARE	PC-PARKING FOR LNM 2025 LEAGUE CONF	4.50
INFOSAFE SHREDDING	ON-SITE SHREDDING SERVICE	60.00
QUADIENT FINANCE USA, INC	2025/09/05 POSTAGE- ACCT 6541 (1510 WALL ST)	1,500.00
QUADIENT FINANCE USA, INC	2025/09/03 POSTAGE- ACCT 9893 (1500 WALL ST)	1,252.29
UNITED OF OMAHA LIFE INSURANCE	2025/09/30M DENTAL	208.02
UNITED OF OMAHA LIFE INSURANCE	2025/09/30M LIFE	85.19
UNITED OF OMAHA LIFE INSURANCE	2025/09/30M LTD	140.22
		<b>\$ 4,091.14</b>

### LIBRARY

ABE BOOKS	PC-BOOK	38.52
AMAZON.COM, LLC	PC-CIRCUIT MAKER, BLANK MAILING LABELS, BOOKS, NEEDLES, PRINTER FILAMENT, PROGRAM SUPPLIES, DVDS	2,633.75
BAKER & TAYLOR, LLC	VOX AUDIO BOOKS	510.80
BAKERS BELLEVUE	PC-BOTTLED WATER	2.78
CAPITAL BUSINESS SYSTEMS, INC	2025/08/31-09/29 COPIER EXPENSE	157.09
DOLLAR GENERAL	PC-FORKS	4.82
ENVISIONWARE, INC	2026/01/01-2026/12/31 SOFTWARE RENEWAL	655.99
FARONICS	PC-2025/07/31-2028/07/30 DEEP FREEZE SOFTWARE LIC RENEW (3)	60.00
HOSTGATOR.COM	PC-2025/06/26-07/25 MONTHLY DOMAIN MAINTENANCE	87.99
INGRAM LIBRARY SERVICES LLC	BOOKS	2,540.40
MATRIX BUSINESS SYSTEMS INC	2025/08/31-09/30 COPIER EXPENSE	13.04
NEBRASKA LIBRARY ASSOCIATION	PC-SPINE LABELS	30.50
NEBRASKA LIBRARY COMMISSION	2025/10/01-2026/09/30 OVERDRIVE ANNUAL FEE-DIGITAL BOOKS	6,301.50
OCLC INC	2025/10/01-2026/09/30 CATALOGING, METADATA, WORLDSHARE SUBSC	19,545.02
QUADIENT FINANCE USA, INC	2025/09/30M LIBRARY POSTAGE	600.00
QUADIENT FINANCE USA, INC	2025/09/30M LIBRARY NEOSHIPs	789.54
SCOTT WELCH	2025/10/31M WEB HOSTING & SUPPORT	125.00
SENSOURCE	2025/12/31-2026/12/31 ANNUAL DATA	216.00
UNITED OF OMAHA LIFE INSURANCE	2025/09/30M DENTAL	255.78
UNITED OF OMAHA LIFE INSURANCE	2025/09/30M LIFE	77.18
UNITED OF OMAHA LIFE INSURANCE	2025/09/30M LTD	98.98
WESTLAKE ACE HARDWARE	PC-TRASH CANS, LOCKS	99.92
		<b>\$ 34,844.60</b>

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## CLAIMS FOR 2025/10/21 COUNCIL MEETING

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### ADMINISTRATIVE SERVICES/PERSONNEL

AT&T MOBILITY	2025/08/22-09/21 MONTHLY SERVICE	126.11
BLACK HILLS ENERGY	2025/08/28-09/30 MONTHLY SERVICE	65.08
CENTURY LINK	2025/09/22-10/21 MONTHLY SERVICE	15.50
INTEGRATED CARE, LLC	RANDOM DRUG TESTING, PHYSICAL TEST	810.00
J P COOKE COMPANY	NAME PLATE-N MURRIE	28.20
OMAHA PUBLIC POWER DISTRICT	2025/08/20-09/22 MONTHLY SERVICE	317.90
ONE SOURCE	2025/09/01-10/01 BACKGROUND CHECKS	66.00
SOCIETY FOR HUMAN RESOURCE	PC-MEMBER RECERTIFICATION-HALL	165.00
TRALIAN OPERATING, LLC	EMPLOYEE TRAINING-PREVENTING HARASSMENT	5,582.50
TRANSNET, LLC	TRANSCRIPTION SERVICE FOR 2025/09/11	94.82
UKG INC	2026 TIME MGT CONTRACTED MINIMUM, 2025 USAGE OVERAGE FEE	36,261.89
UNITED OF OMAHA LIFE INSURANCE	2025/09/30M DENTAL	255.78
UNITED OF OMAHA LIFE INSURANCE	2025/09/30M LIFE	74.06
UNITED OF OMAHA LIFE INSURANCE	2025/09/30M LTD	97.39
US BANK VOYAGER FLEET SYSTEMS	2025/08/31M FUEL PURCHASES	2,161.86
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		\$ 46,122.09

### CODE ENFORCEMENT

AMAZON.COM, LLC	PC-ROLLER BALL INK REFILLS	63.15
AT&T MOBILITY	2025/08/22-09/21 MONTHLY SERVICE	206.17
BLACK HILLS ENERGY	2025/08/28-09/30 MONTHLY SERVICE	3.70
CENTURY LINK	2025/09/22-10/21 MONTHLY SERVICE	15.50
MARIAN J WHELAN	REIMB FOR CLEANUP	350.00
NEBRASKA SECRETARY OF STATE	PC-2025/07/20-2029/07/19 NOTARY RENEWAL-SIMPSON	32.50
UNITED OF OMAHA LIFE INSURANCE	2025/09/30M DENTAL	198.94
UNITED OF OMAHA LIFE INSURANCE	2025/09/30M LIFE	57.80
UNITED OF OMAHA LIFE INSURANCE	2025/09/30M LTD	72.31
US BANK VOYAGER FLEET SYSTEMS	2025/08/31M FUEL PURCHASES	718.13
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		\$ 1,718.20

### PUBLIC WORKS

AT&T MOBILITY	2025/08/22-09/21 MONTHLY SERVICE	452.42
BLACK HILLS ENERGY	2025/08/28-09/30 MONTHLY SERVICE	6.22
CENTURY LINK	2025/09/22-10/21 MONTHLY SERVICE	31.01
FELSBURG HOLT & ULLEVIG, INC	BPW 250601-US 75/US 34 INTERCHANGE CONCEPTS 2025/08/06-09/30	18,000.00
JEO CONSULTING GROUP, INC	BPW 250803-QUAIL CREEK DAM THRU 2025/09/19	1,111.25
LOGO LOGIX EMBROIDERY & SCREEN	PC-FULL BACK SCREEN PRINT (25)	125.00
MATRIX BUSINESS SYSTEMS INC	2025/09/30M COPIER EXPENSE	215.04
NEBRASKA FLOODPLAIN & STORMWATER MGR ASSN	PC-2025 ANNUAL CONFERENCE-ADEKUNLE, KRAGER, GOEDEKEN	425.00
ONE CALL CONCEPTS	2025/09/30M LOCATES	1,448.61
UNITED OF OMAHA LIFE INSURANCE	2025/09/30M DENTAL	170.52
UNITED OF OMAHA LIFE INSURANCE	2025/09/30M LIFE	58.60
UNITED OF OMAHA LIFE INSURANCE	2025/09/30M LTD	92.37
US BANK VOYAGER FLEET SYSTEMS	2025/08/31M FUEL PURCHASES	117.34
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		\$ 22,253.38

### PARKS

AMAZON.COM, LLC	PC-DOG WASTE STATION REFILL BAGS	92.99
A-RELIEF SERVICES	2025/08/25-09/21 PORTABLE RESTROOMS-BICYCLE CLUB	103.00
A-RELIEF SERVICES	2025/08/25-09/21 PORTABLE RESTROOMS-HAWORTH PARK	103.00
A-RELIEF SERVICES	2025/09/02-09/29 PORTABLE RESTROOMS-AMERICAN HEROES PARK	938.00
A-RELIEF SERVICES	2025/09/06-10/03 PORTABLE RESTROOMS-CHURCH	199.00
A-RELIEF SERVICES	2025/09/09-10/06 PORTABLE RESTROOMS-HEROES PARK	405.00

# MINUTE RECORD

## CLAIMS FOR 2025/10/21 COUNCIL MEETING

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### PARKS (cont'd)

A-RELIEF SERVICES	2025/09/06-10/03 PORTABLE RESTROOMS-	199.00
ARTISTIC SIGN & DESIGN, INC	TENNIS COURT SIGN	485.00
AT&T MOBILITY	2025/08/22-09/21 MONTHLY SERVICE	82.65
BLACK HILLS ENERGY	2025/08/28-09/30 MONTHLY SERVICE	114.36
CAPITAL BUSINESS SYSTEMS, INC	2025/08/18-09/17 COPIER EXPENSE	28.58
CENTURY LINK	2025/09/22-10/21 MONTHLY SERVICE	15.50
COX BUSINESS SERVICES	2025/09/30M MONTHLY SERVICE	107.39
GREAT CLIPS	PC-FRAUDULENT CHARGE-GREAT CLIPS	30.00
HD SUPPLY formerly Home Depot Pro	JANITORIAL SUPPLIES	226.44
HOME DEPOT	PC-8 INCH SAW CHAIN	55.94
INDUSTRIAL SALES COMPANY	PC-HOSE SWIVELS, COUPLER KEYS	207.24
J & J SMALL ENGINE SERVICE	PC-MOWER BLADES (32), RESET MTRONIC SYSTEM TEST RUN	1,335.59
MENARDS	PC-BUSHINGS, COUPLINGS, TRASH BAGS, EXT FOR IRRIGATION, MULCH, SPRINKLER, HOSE, GLOVES	157.54
OMAHA PUBLIC POWER DISTRICT	2025/07/30-09/02 MONTHLY SERVICE	105.77
OMAHA PUBLIC POWER DISTRICT	2025/08/11-09/11 MONTHLY SERVICE	1,419.63
OMAHA PUBLIC POWER DISTRICT	2025/08/20-09/22 MONTHLY SERVICE	40.43
OMAHA PUBLIC POWER DISTRICT	2025/08/21-09/23 MONTHLY SERVICE	458.62
OMAHA PUBLIC POWER DISTRICT	2025/08/26-09/25 MONTHLY SERVICE	72.18
PRIDE HOME MAINTENANCE SERVICES	IRRIGATION SYSTEM SERVICE	885.00
UNITED OF OMAHA LIFE INSURANCE	2025/09/30M DENTAL	388.80
UNITED OF OMAHA LIFE INSURANCE	2025/09/30M LIFE	78.55
UNITED OF OMAHA LIFE INSURANCE	2025/09/30M LTD	95.37
US BANK VOYAGER FLEET SYSTEMS	2025/08/31M FUEL PURCHASES	4,145.61
WESTLAKE ACE HARDWARE	PC-HOSE, NOZZLE AND SPRINKLER FOR AHP	166.55
		<b>\$ 12,742.73</b>

### RECREATION

AMAZON.COM, LLC	PC-BROWN PAPER BAGS	75.96
AT&T MOBILITY	2025/08/22-09/21 MONTHLY SERVICE	121.82
BAKERS BELLEVUE	PC-CONCESSION SUPPLIES	1,070.37
BIG RED LOCKSMITHS	PC-KEYS FOR BALDWIN BALLFIELD GARAGE	9.27
CENTURY LINK	2025/09/22-10/21 MONTHLY SERVICE	93.03
COX BUSINESS SERVICES	2025/09/30M MONTHLY SERVICE	83.39
KIEFER AQUATICS	PC-3 RISE HEAD IMMOBILIZER COMPLETE KITS, RESCUE TUBES	487.20
NEVCO SPORTS, LLC	PC-SCOREBOARD LIGHT-BALDWIN	41.12
OMAHA PUBLIC POWER DISTRICT	2025/07/30-09/02 MONTHLY SERVICE	62.90
OMAHA PUBLIC POWER DISTRICT	2025/08/11-09/11 MONTHLY SERVICE	481.30
OMAHA PUBLIC POWER DISTRICT	2025/08/20-09/22 MONTHLY SERVICE	474.56
OMAHA PUBLIC POWER DISTRICT	2025/08/21-09/23 MONTHLY SERVICE	43.19
PRIMA DISTRIBUTION	PC-CONCESSION SUPPLIES	187.26
SAM'S CLUB DIRECT	PC-CONCESSION SUPPLIES	2,567.48
SILVIA RENDON	REFUND REED CENTER DEPOSIT	400.00
TRICO MECHANICAL SERVICES	WINTERIZE CUBER	216.50
UNITED OF OMAHA LIFE INSURANCE	2025/09/30M DENTAL	85.26
UNITED OF OMAHA LIFE INSURANCE	2025/09/30M LIFE	17.33
UNITED OF OMAHA LIFE INSURANCE	2025/09/30M LTD	30.56
US BANK VOYAGER FLEET SYSTEMS	2025/08/31M FUEL PURCHASES	570.47
		<b>\$ 7,118.97</b>

### FACILITY MAINTENANCE

ALFRED BENESCH & COMPANY	BPW 250101-BIORETENTION GARDEN	424.67
	2025/05/05-06/01 FINAL INV	
AMAZON.COM, LLC	PC-3 RING BINDER, 3 HOLE PUNCH, PHONE CASE, HEAD LAMP, CREDIT	(25.81)
AT&T MOBILITY	2025/08/22-09/21 MONTHLY SERVICE	85.22
ATOMIC SPORTS	PC-CRANKS FOR BASKETBALL HOOPS-CASCIO,	750.00

# MINUTE RECORD

## CLAIMS FOR 2025/10/21 COUNCIL MEETING

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### FACILITY MAINTENANCE (cont'd)

BIG RED LOCKSMITHS	PC-CHANGE LOCK, DUPLICATE KEYS, DEADBOLTS-BALDWIN & HAWORTH, KEYS- REED CENTER & STONECROFT	526.50
BLACK HILLS ENERGY	2025/08/28-09/30 MONTHLY SERVICE	485.89
BoMAR SOFT PLAYGROUNDS INTERNATIONAL	REPAIR FLOATABLE SHARK FOR POOL	7,199.00
CARPENTER PAPER CO	JANITORIAL SUPPLIES	2,020.32
CENTURY LINK	2025/09/22-10/21 MONTHLY SERVICE	46.51
COX BUSINESS SERVICES	2025/09/30M MONTHLY SERVICE	107.39
FERGUSON ENTERPRISES #227	PC-PLUMBING SUPPLIES-LIBRARY	297.02
FERGUSON ENTERPRISES LLC #228	PC-CREDIT-POOL SUPPLIES	(197.09)
FILTER SHOP	PC-FILTERS FOR AIR UNITS	474.30
FIRE PROTECTION SERVICES, LLC	SERVICE CALL-DIST 4	460.00
GRAINGER	PC-BACKFLOW PREVENTER REPAIR KIT-GOLDENROD	47.39
GRAINGER	BACKPACK VACUUMS (3)	2,399.88
HAVEN TECHNOLOGY CORP	PC-REPAIR INTERCOMS-PD	309.94
HD SUPPLY formerly Home Depot Pro	JANITORIAL SUPPLIES	620.71
IDEAL PURE WATER	BOTTLE WATER	28.00
INTERSTATE INDUSTRIAL SERVICE	PC-CERTIFY AND CALIBRATE BACKFLOW	140.00
JACKSON SERVICES, INC	DOOR MAT SERVICE-CITY BUILDINGS	157.96
JOHNSTONE SUPPLY	PC-CAPACITOR-DIST 2	11.85
MENARDS	PC-WHITE VINEGAR FOR WEED CONTROL, DEADBOLTS, PRESSURE TEST GAUGE, CLEANING SUPPLIES, TANK LEVERS, LUMBER, PLYWOOD, UTILITY KNIFE, WALL ANCHORS, CEMENT,	597.66
OMAHA PUBLIC POWER DISTRICT	2025/08/11-09/11 MONTHLY SERVICE	1,249.56
OMAHA PUBLIC POWER DISTRICT	2025/08/20-09/22 MONTHLY SERVICE	293.30
OMAHA PUBLIC POWER DISTRICT	2025/08/21-09/23 MONTHLY SERVICE	46.18
ROCHESTER MIDLAND CORPORATION	2025/10/31M WATER ENERGY TEAM FIXED BILLING	370.00
SECURITY EQUIPMENT INC	2025/10/01-2026/09/30 SECURITY MONITORING-CITY BUILDINGS	41,378.76
SITEONE LANDSCAPE SUPPLY	PC-ANGLE VALVE W/FLOW CONTROL-EVERETT	596.96
TREES SHRUBS AND MORE	PC-MULCH	55.97
TRICO MECHANICAL SERVICES	HVAC SERVICE-DIST 4	1,670.74
UNITED OF OMAHA LIFE INSURANCE	2025/09/30M DENTAL	255.78
UNITED OF OMAHA LIFE INSURANCE	2025/09/30M LIFE	67.72
UNITED OF OMAHA LIFE INSURANCE	2025/09/30M LTD	83.89
US BANK VOYAGER FLEET SYSTEMS	2025/08/31M FUEL PURCHASES	1,022.87
WESTLAKE ACE HARDWARE	PC-TRIMMER LINE, WRIST COIL KEY RING, COUPLERS, HOSE, TAPE, PADLOCK, HOSE, LIQUID NAILS	255.74
		<b>\$ 64,314.78</b>

### CEMETERY

AT&T MOBILITY	2025/08/22-09/21 MONTHLY SERVICE	40.89
BLACK HILLS ENERGY	2025/08/28-09/30 MONTHLY SERVICE	95.04
CAPITAL BUSINESS SYSTEMS, INC	2025/10/06-11/05 COPIER EXPENSE	17.51
CENTURY LINK	2025/09/22-10/21 MONTHLY SERVICE	12.32
COX BUSINESS SERVICES	2025/09/30M MONTHLY SERVICE	168.01
HUGHES TREE SERVICE	TREE REMOVAL-202 E 13TH ST	11,885.00
OMAHA PUBLIC POWER DISTRICT	2025/08/20-09/22 MONTHLY SERVICE	286.98
PULVERENTE MONUMENT COMPANY	MAUS DOORS	265.00
UNITED OF OMAHA LIFE INSURANCE	2025/09/30M DENTAL	85.26
UNITED OF OMAHA LIFE INSURANCE	2025/09/30M LIFE	22.23
UNITED OF OMAHA LIFE INSURANCE	2025/09/30M LTD	26.99
US BANK VOYAGER FLEET SYSTEMS	2025/08/31M FUEL PURCHASES	452.73
		<b>\$ 13,357.96</b>

# MINUTE RECORD

## CLAIMS FOR 2025/10/21 COUNCIL MEETING

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### STREETS

AT&T MOBILITY	2025/08/22-09/21 MONTHLY SERVICE	249.65
BLACK HILLS ENERGY	2025/08/28-09/30 MONTHLY SERVICE	161.67
CENTURY LINK	2025/09/22-10/21 MONTHLY SERVICE	114.39
CONCRETE SUPPLY, INC	CONCRETE	7,540.00
COX BUSINESS SERVICES	2025/09/30M MONTHLY SERVICE	274.17
FELSBURG HOLT & ULLEVIG, INC	BPW 250603-KENNEDY FRWY & CAPEHART SIGNAL 2025/07/15-08/31	3,960.00
HDR ENGINEERING, INC	BPW 240501-PRAIRIE HILL DEVELOPMENT 2025/08/24-09/27	7,004.16
HGM ASSOCIATES INC	BPW 250102-CONCRETE REPAIR THRU 2025/09/15	18,587.95
HGM ASSOCIATES INC	BPW 240604-CULVERT WINGWALL REPAIR THRU 2025/09/30	987.50
IA/NE CONCRETE PRODUCTS	CONCRETE	597.50
JACOBS ENGINEERING GROUP, INC	BPW 240124-WHITTED CREEK 2025/07/26-08/22	15,832.38
JACOBS ENGINEERING GROUP, INC	BPW 250301-QUAIL CREEK REHAB 2025/07/26- 08/22	2,159.39
LOGAN CONTRACTORS SUPPLY	AIR HOSE, PAINT, EC BENT	547.53
MARTIN ASPHALT	BULK ASPHALT TACK	324.00
MENARDS	PC-CHALK REEL, TAPE MEASURE, DEADBLOW HAMMER, SLEDGE HAMMER, CHALK REEL, MARKERS	151.01
MID-AMERICAN SIGNAL	(3) 2070-2E MODULE WITH NEMA	5,004.00
MIDWEST RIGHT OF WAY SERVICES, INC	BPW 240124-WHITTED CREEK 2025/08/30-09/26	16,721.90
MIDWEST RIGHT OF WAY SERVICES, INC	BPW 240121-COLLEGE HTS DRAINAGE 2025/08/30-09/26	3,312.50
NEENAH FOUNDRY COMPANY	INLET FRAME, GRATE, CURB BOX	3,433.00
OMAHA PUBLIC POWER DISTRICT	2025/07/30-09/02 MONTHLY SERVICE	114.62
OMAHA PUBLIC POWER DISTRICT	2025/08/11-09/11 MONTHLY SERVICE	558.15
OMAHA PUBLIC POWER DISTRICT	2025/08/19-09/19 MONTHLY SERVICE	371.62
OMAHA PUBLIC POWER DISTRICT	2025/08/20-09/22 MONTHLY SERVICE	51.05
OMAHA PUBLIC POWER DISTRICT	2025/08/21-09/23 MONTHLY SERVICE	792.76
OMAHA PUBLIC POWER DISTRICT	2025/08/26-09/25 MONTHLY SERVICE	13,219.04
OMAHA PUBLIC POWER DISTRICT	2025/08/28-09/29 MONTHLY SERVICE	100,835.31
OMNI ENGINEERING	ASPHALT	2,801.11
READY MIXED CONCRETE COMPANY	CONCRETE	22,034.60
THE SCHEMMER ASSOCIATES	BPW 250102-CONCRETE PANEL PROJECTS	25,220.05
THE SCHEMMER ASSOCIATES	BPW 240201-FONTENELLE HILLS RECONSTRUCTION 2025/07/01-08/31	19,349.10
THE UPS STORE	PC-SHIPPING CHARGES	19.04
UNITED OF OMAHA LIFE INSURANCE	2025/09/30M DENTAL	1,061.80
UNITED OF OMAHA LIFE INSURANCE	2025/09/30M LIFE	263.34
UNITED OF OMAHA LIFE INSURANCE	2025/09/30M LTD	330.58
US BANK VOYAGER FLEET SYSTEMS	2025/08/31M FUEL PURCHASES	4,378.75
WESTLAKE ACE HARDWARE	PC-SAW CHAIN FILES, CHAIN FOR POLE SAW, U-	50.50
		<b>\$ 278,414.12</b>

### FLEET MAINTENANCE

AA WHEEL & TRUCK SUPPLY, INC	SPARE TIRE	150.84
AGRIVISION EQUIPMENT GROUP	PC-LAMP, WIRING HARNESS-PA417	81.85
AMAZON.COM, LLC	PC-AMBER TAIL LIGHTS, BACKUPCAMERA, BULLDOG SWIVEL, IDLER PULLEY, BRAKE CONTROLLER, DECK BELT, THROTTLE CABLE, HEATER CONTROL VALVES, DRAIN HOSE, HAND PUMP	1,684.55
ARNOLD MOTOR SUPPLY	STOPLIGHT, FILTERS, WINDOW REGULATOR, VALVE SOLENOID	29.12
AT&T MOBILITY	2025/08/22-09/21 MONTHLY SERVICE	42.61
AUTOMOTIVE WAREHOUSE DIST, INC	HYD FITTINGS, WHEEL WEIGHTS, FILTERS, TRAILER PLUGS, BRAKE FLUID, SERPENTINE BELTS, CALIPERS, WIPER BLADES, BRAKE PADS	1,093.48
AVERY RENTS	PROPANE FOR FORKLIFT-FLT7	28.84

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## CLAIMS FOR 2025/10/21 COUNCIL MEETING

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### FLEET MAINTENANCE (cont'd)

BAUER BUILT TIRE & SERVICE	TIRES	4,052.17
BAXTER FORD	PC-2 LIFT ASSY, BRAKE LINING, BUCKLE, GASKETS, MOLDING, SENSORS, SHOCK ABSORBER	1,425.86
BAXTER FORD	MOTOR MOUNT, BACKUP CAMERAS, SHAFTS, FUEL INJECTOR, FUEL PUMP WIRE ASSY, HEAD LT HOUSING, CONVERTER, FUEL PRESSURE WIRE	6,096.68
BAXTER FORD OF PAPILLION	LT FRONT CALIPER, CORE-PO609	204.91
BLACK HILLS ENERGY	2025/08/28-09/30 MONTHLY SERVICE	128.06
BOBCAT OF OMAHA	PC-DOOR GLASS MOUNTING SEAL, DOOR STRUT, HYD FLUID, WIPER ARM	222.36
CAPITAL BUSINESS SYSTEMS, INC	2025/08/20-09/19 COPIER EXPENSE	98.90
CENTRAL STATES BUS SALES	PC-TIAVS SPRINGS-HS2	632.68
CENTURY BUSINESS PRODUCTS, INC	PARTS ROOM PRINTER SERVICE	274.34
CENTURY LINK	2025/09/22-10/21 MONTHLY SERVICE	46.51
CHARLES ALBACK	REIMB FOR CDL FEE	19.00
CORNHUSKER INTERNATIONAL TRUCKS	FILTERS, CLAMPS, GASKETS, FUEL SENDING UNIT	348.08
COX BUSINESS SERVICES	2025/09/30M MONTHLY SERVICE	107.39
CUMMINS SALES AND SERVICE	PC-PRO(MR/HD PLUS), PRESSURE SENSOR, FILTER KIT, VALVE GASKET, V-BAND CLMAP	1,446.74
CUMMINS SALES AND SERVICE	(8) FILTER KITS-STOCK	1,210.08
EDWARDS CHRYSLER DODGE JEEP RAM	PC-GASKET OIL PAN	44.32
FACTORY MOTOR PARTS CO	FILTERS, RADIATOR CAPS, ACTUATOR, WIRE ASSY	202.12
GALVIN GLASS	WINDSHIELD REPAIRS	1,005.40
GRAHAM TIRE COMPANY	PC-TIRES	1,326.00
HAVIS, INC	PC-NON-WARRANTY REPAIR-MED42	787.18
HOSELINE, INC	PC-CIRCUIT BOARD, RADIATOR HOSE	895.88
INLAND TRUCK PARTS CO	BRAKE HOSE & HARDWARE-STOCK	225.17
INTERSTATE BATTERIES	PC-BATTERIES	1,104.73
J & J SMALL ENGINE SERVICE	PC-V-BELT, TRIMMER	331.09
JEBRO, INC	RECYCLE ANTIFREEZE	330.00
JIM HAWK TRUCK TRAILERS	PC-MODEL AD-IP CARTRIDGE	215.92
KRIHA FLUID POWER CO	PC-COUPPLERS, NIPPLES, O-RING SEALS, HOSE ASSEMBLY	904.90
MACQUEEN EQUIPMENT, LLC	PC-Q2B SIREN, LOW COOLANT, TRANSDUCER, RELAY MODULE, SERVICE WORK	8,703.42
MATHESON TRI-GAS INC	WELDING WIRE, TILLMAN GLOVES, HAZMAT CHARGE, CYLINDER RENTAL	365.86
MCMASTER-CARR SUPPLY COMPANY	PC-SOCKET HEAD SCREWS	21.11
MENARDS	PC-ABRASIVE BLASTING CRYSTALS, PAINT SUPPLIES, CHAIN LUBE, POWER DRIVE BITS, ANCHORS, CARRIAGE BOLTS	545.83
MIDWEST TRANSMISSION SUPPLY	15" GROUND STRAPS-STOCK	7.42
NAPA AUTO PARTS	REFRIGERANT OIL, RATCHET STRAPS, FILTERS, BRAKE BOOSTERS, VACUUM TANK, SHOCKS, TIRE SENSORS, GLOVES, PIGTAILS, GEAR WRENCH	3,916.15
NEBRASKA IOWA INDUSTRIAL FASTENERS	SHROUD BODY, TIE WRAPS, DRILL BITS, FITTINGS, COTTER PINS, TERMINALS, SCREWS	811.60
NMC INC	PC-V-BELTS, COMPRESSOR-PA403	819.20
OMAHA PUBLIC POWER DISTRICT	2025/08/21-09/23 MONTHLY SERVICE	1,040.68
O'REILLY AUTO PARTS	PC-HEATER WATER VALVE	57.18
PRECISE MRM LLC	PC-2025/05/31M FLAT DATA PLAN	138.00
RIVER CITY RECYCLING/METRO	TIRE RECYCLE FEE	954.00
ROGER'S TOWING	PC-TOW CHARGE-PO702	125.00
STATE STEEL SUPPLY CO	PC-ROUND TUBING, HOT ROLLED SHEET, FLOOR SPRINGS, U-BOLTS, PINS FOR PLOW TRUCKS	850.43
SUSPENSION SHOP, INC		1,504.16
SWAN ENGINEERING, LLC	PC-O-RING	16.00
TERMINAL SUPPLY CO	OPEN BARREL SOCKETS, CONNECTORS, TERMINALS, CABLE SEALS	171.23
TITAN MACHINERY	PC-V-BELT-PA554	23.15
TOYNE, INC	1" BALL VALVE-STOCK	115.44

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## CLAIMS FOR 2025/10/21 COUNCIL MEETING

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### FLEET MAINTENANCE (cont'd)

TURFWERKS	PC-GUARDS, TIRES	804.48
TY'S OUTDOOR POWER & SERVICE	VENTRAC HYDROTORQ OIL, RUBBER BUFFERS	228.30
UNITED OF OMAHA LIFE INSURANCE	2025/09/30M DENTAL	559.32
UNITED OF OMAHA LIFE INSURANCE	2025/09/30M LIFE	155.50
UNITED OF OMAHA LIFE INSURANCE	2025/09/30M LTD	196.42
US BANK VOYAGER FLEET SYSTEMS	2025/08/31M FUEL PURCHASES	497.99
WALKERS UNIFORM RENTAL	UNIFORM RENTAL SERVICE, FENDER COVERS SERVICE	530.25
WATEROUS COMPANY	PC-OIL SEAL, CASTELLATED NUT REPLACEMENT KIT	78.53
WELDON PARTS INC	PC-SLACK ADJUSTER, SERVICE CHAMBER-ENG21	261.24
WESTLAKE ACE HARDWARE	PC-BRAIDED TUBING-WW104	13.95
		<b>\$ 50,309.60</b>

### SOLID WASTE

CITY OF OMAHA	2025/08/31M COMPOST DELIVERIES	15,816.41
PAPILLION SANITATION	2025/09/02-09/09 GLASS RECYCLING	437.44
PAPILLION SANITATION	2025/09/30M TRASH HAULING FEE	373,016.93
		<b>\$ 389,270.78</b>

### PLANNING

AT&T MOBILITY	2025/08/22-09/21 MONTHLY SERVICE	42.61
BLACK HILLS ENERGY	2025/08/28-09/30 MONTHLY SERVICE	5.63
CAPITAL BUSINESS SYSTEMS, INC	2025/08/18-09/17 COPIER EXPENSE	74.86
CENTURY LINK	2025/09/22-10/21 MONTHLY SERVICE	15.50
INDOFF, INC	8-1/2 X 11 20LB COPY PAPER 92 BRIGHT	93.98
J P COOKE COMPANY	NAME PLATE-J LANCE	93.25
UNITED OF OMAHA LIFE INSURANCE	2025/09/30M DENTAL	56.84
UNITED OF OMAHA LIFE INSURANCE	2025/09/30M LIFE	20.98
UNITED OF OMAHA LIFE INSURANCE	2025/09/30M LTD	31.93
		<b>\$ 435.58</b>

### PERMITS & INSPECTIONS

AT&T MOBILITY	2025/08/22-09/21 MONTHLY SERVICE	602.05
BLACK HILLS ENERGY	2025/08/28-09/30 MONTHLY SERVICE	7.52
CAPITAL BUSINESS SYSTEMS, INC	2025/08/18-09/17 COPIER EXPENSE	199.59
CENTURY LINK	2025/09/22-10/21 MONTHLY SERVICE	15.50
CORNHUSKER AUTO WASH	CAR WASH	11.21
DAVID FANNON	ASBESTOS SAMPLE COLLECTION-1110 FT CROOK	625.00
INDOFF, INC	COPY PAPER	91.98
UNITED OF OMAHA LIFE INSURANCE	2025/09/30M DENTAL	255.78
UNITED OF OMAHA LIFE INSURANCE	2025/09/30M LIFE	82.99
UNITED OF OMAHA LIFE INSURANCE	2025/09/30M LTD	107.27
US BANK VOYAGER FLEET SYSTEMS	2025/08/31M FUEL PURCHASES	1,153.74
		<b>\$ 3,152.63</b>

### POLICE

ABM SUPPLY	BUCKLES AND DUTY BELT KITS, SHIPPING	1,490.00
ALDI	PC-FOOD FOR WELCOME CEREMONY	7.78
AMAZON WEB SERVICES, INC	2025/09/30M AMAZON WEB SERVICE	1,035.15
AMAZON.COM, LLC	PC-OFFICE SUPPLIES, EXT HARD DRIVES, FLASH DRIVES, DESK CHAIRS, BATTERIES, PROPELLERS FOR DRONE, TRANSMITTER AND RECEIVER	1,841.67
AMERICAN COUNCIL ON EXERCISE	PC-2025/06/13-07/12 TRAINING MEMBERSHIP-BANKS	34.95
ANTHROPIC PBC	PC-2025/06/16-07/16 CLAUDE PRO-JASHINSKE	20.00
ANTHROPIC PBC	PC-2025/06/16-07/16 CLAUDE PRO-KIRWAN	20.00
A-RELIEF SERVICES	2025/08/21-09/17 PORTABLE RESTROOMS-GUN RANGE	199.00
AT&T MOBILITY	2025/08/22-09/21 MONTHLY SERVICE	4,505.61

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### POLICE (cont'd)

AUTO BODY AUTHORITY	TOW CHARGE, REPAIR SLIDING PASSENGER DOOR, BODY REPAIR	2,980.00
AXON ENTERPRISE, INC	PC-AXON TASER INSTRUCTOR COURSE-LESTER, SOLORIO	1,790.00
AXON ENTERPRISE, INC	TASER 7 CERTIFICATION BUNDLE	56,298.25
BELLEVUE ANIMAL HOSPITAL	VET VISIT-KADO	76.50
BENEFIT PLANS	2025/10/31M POLICE PENSION PLAN-MD, JG, MG	8,817.56
BLACK HILLS ENERGY	2025/08/28-09/30 MONTHLY SERVICE	133.24
BRANDON STOGSDILL	REIMBURSE FOR UNMANNED AIRCRAFT TEST	175.00
CAPITAL BUSINESS SYSTEMS, INC	2025/08/17-09/16 COPIER EXPENSE	415.61
CCAP AUTO LEASE	2025/10/31M USPIS VEHICLE LEASE	696.68
CENTURY LINK	2025/09/22-10/21 MONTHLY SERVICE	124.04
CITY OF LAVISTA	2025/10/01-2026/09/30 FY 26 SDLEA YEARLY	32,500.00
CIVICPLUS, LLC	2025/10/01-2023/09/30 SOCIAL MEDIA ARCHIVING-PD AND CTV	5,943.58
CODY ALBRECHT	REIMB FOR DAMAGED PANTS	260.00
CORNHUSKER AUTO WASH	CAR WASH	22.42
COX BUSINESS SERVICES	2025/09/30M MONTHLY SERVICE	558.97
CRAIG HAVERTY	REIMB PER DIEM FOR TRAINING	170.00
DILLON BROTHERS H-D BUELL	2025/10/31M MOTORCYCLE LEASES (6)	1,680.00
DILLON BROTHERS H-D BUELL	2025/09/30M MOTORCYCLE LEASE (6)	1,680.00
FAMILY FARE	PC-FOOD FOR WELCOME CEREMONY	107.10
FEDERAL EXPRESS CORPORATION	MAILING CHARGE	8.97
GABRIELLE ZALESKI	REIMB PER DIEM FOR TRAINING	374.00
GALLO PROFESSIONAL POLYGRAPH	POLYGRAPH SERVICE (3)	1,500.00
GREAT PLAINS UNIFORMS	CUSTOM SHOULDER PATCHES (2500), UNIFORM	7,453.75
HILTON GARDEN INN-CHICAGO O HARE AIRPORT	PC-LODGING FOR TRAINING-STUCK	470.00
HOPE VALENTINE, LLC	2025/08/31M MENTAL HEALTH - 5 HOURS	750.00
HOPE VALENTINE, LLC	2025/09/30M MENTAL HEALTH -3 HOURS	450.00
ICE MILLER LLP	LEGAL SERVICES THRU 2025/08/31	728.10
ICE MILLER LLP	LEGAL SERVICES THRU 2025/06/30	3,529.80
INFOSAFE SHREDDING	ON-SITE SHREDDING SERVICE	60.00
INTELLIGENT VIDEO SOLUTIONS	2025/12/28-2026/12/27 SSAR-IVS RR 12	3,258.15
JACKSON SERVICES, INC	DOOR MAT SERVICE	276.79
JO DONS	OFFICER OF THE YEAR PLAQUE	60.00
JOE MILOS	REIMB PER DIEM FOR TRAINING	1,781.75
KODEX, I NC	SUBPEONA FOR RECORDS	45.00
MATRIX BUSINESS SYSTEMS INC	2025/09/30M COPIER EXPENSE	215.51
MYZONE, INC	PC-2025/06/30M WELLNESS PROGRAM	75.00
NEBRASKA SECRETARY OF STATE	PC-2025/07/19-2029/07/19 NOTARY RENEWAL-SCHARES	32.50
NET DUTY SOFTWARE	2025/10/01-2026/09/30 NETDUTY SOFTWARE SCHEDULE, EXTRA USERS	1,176.84
OMAHA PUBLIC POWER DISTRICT	2025/08/11-09/11 MONTHLY SERVICE	34.77
PORTABLE STORAGE OF NEBRASKA, LLC	PC-2025/06/26-07/25 EVIDENCE STORAGE	164.00
PORTABLE STORAGE OF NEBRASKA, LLC	PC-2025/07/02-08/01 EVIDENCE STORAGE	164.00
RILEY LAMPMAN	REIMB BAGGAGE FEE FOR TRAINING	35.00
ROBERTSON, ANSCHUTZ, SCHNEID, CRANE & PARTNERS, PLLC	SUBPOENA ON BEHALF OF USAA	8.75
RYAN CROGHAN	REIMB PER DIEM FOR TRAINING	374.00
SAM'S CLUB DIRECT	PC-FOOD, UTENSILS, PLATES FOR WELCOME	68.88
SIRIUS VETERINARY ORTHOPEDIC	PC-MEDICATION, SURGI SOCK LEGGINGS-KADO	282.99
SIXT RENT A CAR, LLC	PC-CREDIT-CAR RENTAL-JEZEK	(488.48)
STADARD PRINTING	FBI RANGE TARGETS	325.00
THOMSON REUTERS - WEST	2025/09/30M ONLINE SOFTWARE SUBSCRIPTION	496.00
TIMOTHY J HRBEK	OCT 2025 ANNUAL SETTLEMENT PAYMENT THRU OCT 2030	15,528.00
TRI-TECH FORENSICS, INC	COMPACT CHEST SEAL TWIN PACK (100)	1,242.68

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### POLICE (cont'd)

TWIN CREEK ANIMAL HOSPITAL	VET VISIT-CHEQUE	501.05
TX PAPHILLION LLC	2025/09/30M CAR WASH	29.99
UNITED OF OMAHA LIFE INSURANCE	2025/09/30M DENTAL	4,038.00
UNITED OF OMAHA LIFE INSURANCE	2025/09/30M LIFE	776.91
UNITED OF OMAHA LIFE INSURANCE	2025/09/30M LTD	1,873.70
US BANK VOYAGER FLEET SYSTEMS	2025/08/31M FUEL PURCHASES	15,663.83
VERIZON WIRELESS	2025/09/24-10/23 MONTHLY SERVICE	419.74
VISTA PRINT	PC-BUSINESS CARDS	96.57
		<b>\$ 187,464.65</b>

### FIRE & RESCUE

AMAZON.COM, LLC	PC-DOCUMENT SCANNER, OFFICE SUPPLIES, BOOTS, LADDER, DIGITAL TIMERS, GLOVES	1,548.00
AT&T MOBILITY	2025/08/22-09/21 MONTHLY SERVICE	1,944.56
BLACK HILLS ENERGY	2025/08/28-09/30 MONTHLY SERVICE	185.56
CENTURY LINK	2025/09/22-10/21 MONTHLY SERVICE	93.03
CMC RESCUE, INC	PC-TECH RESCUE HARNESSSES FOR TRAINING	1,128.00
COX BUSINESS SERVICES	2025/09/30M MONTHLY SERVICE	214.78
EC DATA SYSTEMS, INC	PC-2025/06/30M SHARE OF FAX SERVER	7.95
HARBOR FREIGHT TOOLS	PC-WATERPROOF UTILITY CASE	12.99
MENARDS	PC-DISHWASHER PODS, LAUNDRY PODS, BRUSHES, DRINKS, KNEEPADS, ORGANIZERS, DRYING RACK, GLASSES	723.51
OMAHA PUBLIC POWER DISTRICT	2025/07/30-09/02 MONTHLY SERVICE	1,505.92
OMAHA PUBLIC POWER DISTRICT	2025/08/11-09/11 MONTHLY SERVICE	2,205.22
OMAHA PUBLIC POWER DISTRICT	2025/08/20-09/22 MONTHLY SERVICE	969.57
OMAHA PUBLIC POWER DISTRICT	2025/08/21-09/23 MONTHLY SERVICE	2,544.98
OMAHA PUBLIC POWER DISTRICT	2025/08/26-09/25 MONTHLY SERVICE	860.86
TEAM WENDY	PC-HELMETS FOR TRAINING	679.80
UNITED OF OMAHA LIFE INSURANCE	2025/09/30M DENTAL	2,708.98
UNITED OF OMAHA LIFE INSURANCE	2025/09/30M LIFE	616.17
UNITED OF OMAHA LIFE INSURANCE	2025/09/30M LTD	1,324.36
US BANK VOYAGER FLEET SYSTEMS	2025/08/31M FUEL PURCHASES	8,470.83
WALMART SUPERCENTER	PC-SUNCARE	59.84
		<b>\$ 27,804.91</b>

### NON-DEPARTMENTAL/CONTRACTS

ABBY HIGHLAND	2025/09/30M CDBG CONSULTANT EXPENSES	825.00
AMAZON.COM, LLC	PC-2025/07/07-2026/07/06 CITY MEMBERSHIP FEE	179.00
AMERICAN NATIONAL BANK	2025/09/30M ACCT 1000 ANALYSIS CHG	463.58
CENTURY LINK	2025/09/22-10/21 MONTHLY SERVICE	220.61
FIRST NATIONAL BANK OF OMAHA	FNBO ANALYSIS CHARGES	782.62
GLOBAL EXPERIENCE SPECIALISTS	PC-CREDIT-2025 ICSC BOOTH FEE-ALUMINUM EASEL	(342.50)
HEARTLAND MARKETING & COMMUNICATIONS, INC	2025/09/01-09/28 SOCIAL MEDIA MANAGEMENT	2,166.81
KISSEL, KOHOUT, ES ASSOCIATES, LLC	2025/10/01-2026/09/30 LEGISLATIVE SERVICES	11,127.92
LOCKTON COMPANIES, LLC	2025/10/31M WELLNESS FEE	1,875.00
NEBRASKA WORKERS' COMP COURT	NEBRASKA WORKERS COMP COURT ADMIN FEE	2,000.00
OMAHA PUBLIC POWER DISTRICT	2025/08/11-09/11 MONTHLY SERVICE	222.86
SARPY COUNTY COURT HOUSE	2025/11/30M ANIMAL CONTROL	17,530.00
SCOTT WELCH	PC-2025/07/31M WEB MAINTENANCE	125.00
		<b>\$ 37,175.90</b>

### INFORMATION TECHNOLOGY

AMAZON.COM, LLC	PC-ETHERNET ADAPTER, TOGGLE SWITCHES, UPS BACKUP, LABEL PRINTER, USB ADAPTERS	1,322.42
EBAY MARKET	PC-AMAG NETWORK INTERFACE MODULE, NETWORK CARD	167.40

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### INFORMATION TECHNOLOGY (cont'd)

HARBOR FREIGHT TOOLS	PC-PLIERS, RATCHET WRENCHES	139.97
MENARDS	PC-2 WINDOW A/C UNITS, HAMMER, LUMBER, STORAGE CONTAINERS, SPRAY FOAM	1,016.01
MENARDS - RALSTON	PC-3 WINDOW A/C UNITS	1,108.98
SPACE EXPLORATION TECHNOLOGIES	PC-PERFORMANCE KIT, 50M CABLE	2,342.23
US BANK VOYAGER FLEET SYSTEMS	2025/08/31M FUEL PURCHASES	349.73
WASABI TECHNOLOGIES, LLC	PC-2025/05/12-06/11 MONTHLY CLOUD STORAGE	172.31
WESTLAKE ACE HARDWARE	PC-INSECT SPRAY, SCREWS, KEYS, SAW TOOL, SAW BLADE SET	285.44
		<b>\$ 6,904.49</b>

### BELLEVUE BAY INDOOR WATERPARK

AMERICAN RESORT MANAGEMENT, LLC	2025/09/30M BELLEVUE INDOOR WATERPARK- DESIGN SERVICE, REIMBURSABLE EXPENSES	12,558.63
		<b>\$ 12,558.63</b>

### 2206 LONGO DRIVE

C&E INDUSTRIES	2025/09/30M JANITORIAL SERVICE	3,991.10
CENTURY LINK	2025/09/04-10/03 MONTHLY SERVICE	137.12
CERRIS SYSTEMS NORTH CENTRAL, INC	ATHLETICO NOT COOLING 08/11	1,162.00
CERRIS SYSTEMS NORTH CENTRAL, INC	HVAC DOWN IN WHOLE BULDING	1,531.00
CERRIS SYSTEMS NORTH CENTRAL, INC	REPAIR LEAK IN LIBRARY AC UNIT 08/26	1,853.30
CERRIS SYSTEMS NORTH CENTRAL, INC	SERVICE CALL 09/09	970.55
CINTAS LOCATION #749	2025/09/15 MAT SERVICE	496.48
COX BUSINESS SERVICES	2025/08/27-09/26 MONTHLY SERVICE	157.80
FIRE PROTECTION SERVICES, LLC	ANNUAL FIRE EXTINGUISHERS INSPECTION 09/23	112.35
FIRE PROTECTION SERVICES, LLC	REPAIRED CUT WIRE 09/09	115.00
METROPOLITAN UTILITIES DIST	2025/08/08-09/05 MONTHLY SERVICE - GAS	68.05
METROPOLITAN UTILITIES DIST	2025/08/08-09/05 MONTHLY SERVICE - WATER & SEWER	1,962.86
MIKE STEIGLEDER SERVICES, INC	WATER EXTRACTION, FAN, TREAT AFFECTED AREAS	428.00
OMAHA PUBLIC POWER DISTRICT	2025/07/24-08/21 MONTHLY SERVICE	10,713.89
PAPILLION SANITATION	2025/09/30M SERVICE	455.24
PROFESSIONAL SECURITY SYSTEMS, INC	2025/07/15-2026/07/14 PAYMENT FOR VA MONITORING SERVICES	353.10
PROTECH PEST CONTROL	2025/09/30M PEST CONTROL	363.80
SCHUMACHER ELEVATOR COMPANY	2025/09/30Q ELEVATOR MAINTENANCE	580.56
SECURITY EQUIPMENT INC	SERVICE CALL 09/15	515.00
SELDIN LLC	2025/08/31M MANAGEMENT FEES	1,450.00
SELDIN LLC	2025/09/31M APPFOLIO FEES	39.24
SELDIN LLC	2025/09/31M BANK FEES	30.34
TAILORED LAWNS, INC	2025/09/06 LAWN CARE	250.00
USG	HVAC SUPPLIES AND LABOR 07/21	443.74
USG	MET WITH CERRIS ABOUT STRIDE SPACE BEING DOWN 09/19	155.10
USG	MONTHLY ELEVATOR INSPECTION	114.10
USG	HVAC DOWN 08/02	192.60
USG	HVAC INSPECTION/REPAIR 09/17	246.10
USG	HVAC CONTROLS, MADE CONTACT WITH ENGINEERED CONTROLS 08/08	114.10
USG	HVAC MEETING WITH CONTRACTOR 09/15	347.70
USG	CHECKED PUMPS AND BLD EQUIP, SET UP ECI 09/0	251.45
USG	REPAIRED BROKEN PIPE 09/03	1,142.63
USG	PLUMBING REPAIR AND SERVICE 08/06	321.64
USG	VA - MISC GENERAL MAINTENANCE AND REPAIR	1,128.85
USG	DOOR AND WINDOW SUPPLIES/ELECTRICAL	1,222.15

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### 2206 LONGO DRIVE (cont'd)

USG	PLUMBING 07/18	248.67
USG	PLUMBING AND PLUMBING SUB LABOR 09/15	738.81
USG	SCHEDULED ELECTRICIAN, AND SET UP WITH ECI	114.10
USG	ELEVATOR AND VA LEAK 08/21	295.32
USG	HVAC 08/13	139.10
USG	BFP - GENERAL AND PLUBING SUPPLIES 09/18	204.43
USG CONSTRUCTION LLC	PROJECT 25-109 - BELLEVUE FAMILY PRACTICE -	56,815.20
USG CONSTRUCTION LLC	PROJECT 25-112 - STRIDE AUTISM CENTER BEL -	59,780.40
WATERLINK INC	2025/09/30M WATER TREATMENT SERVICE	431.63
		<u>\$ 152,184.60</u>

### WW-ADMINISTRATION

AMAZON.COM, LLC	PC-PAPER TOWELS	106.23
AMERICAN NATIONAL BANK	2025/09/30M ACCT 1034 ANALYSIS CHG	47.00
AT&T MOBILITY	2025/08/22-09/21 MONTHLY SERVICE	636.58
CAPITAL BUSINESS SYSTEMS, INC	2025/08/09-09/08 COPIER EXPENSE	91.14
CENTURY LINK	2025/09/22-10/21 MONTHLY SERVICE	683.82
CITY OF OMAHA	2025/06/30M SEWER FEES	628,406.36
COX BUSINESS SERVICES	2025/09/18-10/17 MONTHLY SERVICE	91.99
FIRST NATIONAL BANK OF OMAHA	ANALYSIS CHARGE	427.41
MENARDS	PC-BOTTLED WATER	19.50
OMAHA PUBLIC POWER DISTRICT	2025/08/11-09/11 MONTHLY SERVICE	2,846.12
OMAHA PUBLIC POWER DISTRICT	2025/08/20-09/22 MONTHLY SERVICE	1,718.69
OMAHA PUBLIC POWER DISTRICT	2025/08/21-09/23 MONTHLY SERVICE	959.65
PRECISE MRM LLC	2025/08/31M FLAT DATA PLAN	253.00
RED WING BUSINESS ADVANTAGE	2025 SAFETY BOOTS-G SHANNON	197.99
THE UPS STORE	PC-SHIPPING CHARGES	92.72
UNITED OF OMAHA LIFE INSURANCE	2025/09/30M DENTAL	530.90
UNITED OF OMAHA LIFE INSURANCE	2025/09/30M LIFE	121.07
UNITED OF OMAHA LIFE INSURANCE	2025/09/30M LTD	149.16
US BANK VOYAGER FLEET SYSTEMS	2025/08/31M FUEL PURCHASES	3,409.04
		<u>\$ 640,788.37</u>

### WW-LIFT STATION MAINTENANCE

AMAZON.COM, LLC	PC-GASKET MAKER TUBES, GASKET MATERIAL, BATTERY BACKUP SYSTEM	321.72
HDR ENGINEERING, INC	BPW 181013-QUAIL CREEK LIFT STATION 2025/08/24-09/27	375.15
MENARDS	PC-GALV NIPPLES, SOCKET SETS, EXT CORDS, GLOVES	91.58
NAPA AUTO PARTS	PC-GASKET MATERIAL, BEARINGS, WHEEL BEARINGS	247.42
		<u>\$ 1,035.87</u>

### WW-SEWER MAINTENANCE

AMAZON.COM, LLC	PC-STANDING MAT	50.99
ELLIOTT EQUIPMENT CO	ALUMINUM SUPER TUBE	277.22
MICHAEL TODD INDUSTRIAL SUPPLY	GREEN SURVEY PAINT, ENGINEER FLAGS	531.04
NAPA AUTO PARTS	PC-BLUE GASKET MAKER	17.98
WESTLAKE ACE HARDWARE	PC-GASKET MAKER	11.99
		<u>\$ 889.22</u>

### WW-SEWER CONSTRUCTION

MENARDS	PC-COUPPLINGS, END CAPS, PVC PIPE, ANCHOR LINE, TIE SNAPS, TIE WIRES, GRASS SEED	180.64
HDR ENGINEERING, INC	BPW 240603-SCWWA CONNECTION EVALUATION 2025/08/24-09/27	56,696.79
UNITED RENTALS (NORTH AMERICA)	SINGLE SHORE, VERTICAL RAILS, TRENCH LADDER RENTAL	4,696.00
		<u>\$ 61,573.43</u>

# MINUTE RECORD

## CLAIMS FOR 2025/10/21 COUNCIL MEETING

PAGE 13

<b>WW-LIFT STATION CONSTRUCTION</b> HDR ENGINEERING, INC	BPW 250114-PROFESSIONAL SERVICES 2025/08/24-09/27	49,002.05
		<u>\$ 49,002.05</u>
<b>ECONOMIC DEVELOPMENT</b> COLUMN SOFTWARE, PBC OMAHA WORLD HERALD	PC-LEGAL AD PC-LEGAL AD-INLAND PORT AUTHORITY MEETING	17.45 89.40
		<u>\$ 106.85</u>
<b>COMMUNITY BETTERMENT</b> OMAHA PUBLIC POWER DISTRICT	2025/08/26-09/25 MONTHLY SERVICE	100.59
		<u>\$ 100.59</u>
<b>COMMUNITY DEVELOPMENT</b> COLUMN SOFTWARE, PBC ABBY HIGHLAND	PC-LEGAL AD 2025/09/30M CDBG CONSULTANT EXPENSES	67.08 3,960.00
		<u>\$ 4,027.08</u>
<b>FEDERAL FORFEITURES</b> VERIZON WIRELESS	2025/09/22-10/21 MONTHLY SERVICE	690.86
		<u>\$ 690.86</u>
	<b>TOTAL CLAIMS FOR 2025/10/21</b>	<u>\$ 2,118,637.99</u>
	<b>TOTAL PAYROLL FOR 2025/10/10</b>	<u><u>\$ 2,021,395.75</u></u>

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

10a.  
10/21/2025

COUNCIL MEETING DATE: 10/21/2025		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 type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Recommend approval of an application for a Class "C" Liquor License to sell beer, wine, distilled spirits on and off sale, for Varsity Hospitality LLC. dba "Varsity Sports Cafe and Roman Coin Pizza" located at 3504 Samson Way Suites 1-5, Bellevue, NE 68123, and Christopher Lohmeier as Manager; and approval of a temporary operating permit.

SYNOPSIS/BACKGROUND:

Varsity Sports Cafe and Roman Coin Pizza Class C Liquor License was approved September 14, 2009. Due to change of ownership the NLCC requires a new application to be submitted for a new Class C Liquor License. Applications are turned directly into the Nebraska Liquor Control Commission (NLCC) by the applicant. The NLCC forwards to application to the City Clerk's office of the local governing body. City Clerk sends the application to the Police Department for review. The application is then submitted to City Council for review and recommendation to the NLCC. The recommendation from the City Council is then sent to the NLCC.

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:

Recommend approval of an application for a Class "C" Liquor License to sell beer, wine, distilled spirits on and off sale, for Varsity Hospitality LLC. dba "Varsity Sports Cafe and Roman Coin Pizza" located at 3504 Samson Way Suites 1-5, Bellevue, NE 68123, and Christopher Lohmeier as Manager; and approval of a temporary operating permit.

ATTACHMENTS:

1. Application	2. Police Report	3. Planning Report
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: \_\_\_\_\_

*Samuel Williams*  
*[Signature]*  
*[Signature]*

APPLICATION FOR LIQUOR LICENSE  
AND CORPORATE MANAGER

**POLICE REPORT**

Date of City Council Meeting: October 21, 2025 Due to City Clerk: October 10, 2025

Applicant: Varsity Hospitality LLC. dba "Varsity Sports Cafe and Roman Coin Pizza"

Location/Address: 3504 Samson Way Suites 1-5, Bellevue, NE 68123

Requested Action:

Recommend approval of an application for a Class "C" Liquor License to sell beer, wine, distilled spirits on and off sale, for Varisty Hospitality LLC. dba "Varsity Sports Cafe and Roman Coin Pizza" located at 3504 Samson Way Suites 1-5, Bellevue, NE 68123, and Christopher Lohmeier as Manager; and approval of a temporary operating permit.

Individuals to be Checked:

	<u>Name &amp; Address</u>	<u>DOB</u>
1.	<u>Christopher Lohmeier 1048 Julesburg Drive Lincoln, NE 68521</u>	<u></u>
2.	<u></u>	<u></u>

Comments:

Empty box for comments.

Signature of Reviewer: Capt. Kurt Stroehler Digitally signed by Capt. Kurt Stroehler  
Date: 2025.09.26 11:20:10 -05'00' Date: 9-26-25

Liquor License Application Report  
City of Bellevue  
Planning Department

Due to Clerk Date: 10/10/2025 City Council Date: 10/21/2025

Applicant: Varisty Hospitality LLC. dba "Varsity Sports Cafe and Roman Coin Pizza"

Address: 3504 Samson Way Suites 1-5, Bellevue, NE 68123

Requested Action:

Recommend approval of an application for a Class "C" Liquor License to sell beer, wine, distilled spirits on and off sale, for Varisty Hospitality LLC. dba "Varsity Sports Cafe and Roman Coin Pizza" located at 3504 Samson Way Suites 1-5, Bellevue, NE 68123, and Christopher Lohmeier as Manager; and approval of a temporary operating permit.

Background:

Varsity Sports Cafe and Roman Coin Pizza was approved September 14, 2009 for a Cass C Liquor License. Due to new ownership a new application is required by the NLCC.

Is this location within the city limits of Bellevue? Yes

Is this location within the city's two-mile zoning jurisdiction? Yes

Existing Zoning: BG (General Business District) Existing Land Use: Commercial

Will Zoning allow a liquor license: Yes

Is the current use non-conforming? No

Explanation: N/A

Adjacent Land Use and Zoning:

North: BG-Commercial (Hotel) AG

South: BG-Commercial, AG

East: AG

West: BG-Commercial

Distance from school (If applicable): N/A

Distance from college (If applicable): N/A

Distance from church (If applicable): 1,132 feet

Immediate neighborhood/area land uses:

Varsity Sports Cafe & Roman coin Pizza is located in a small commercial area of the Daniell Crossing Replat 3 Subdivision with Cannabis Factory next door. Aqua-Tots, Sun Tan City, and Peak Performance is to the northwest and a commercial strip mall is to the southwest.

Number of parking spaces required: N/A Provided: N/A

Analysis of neighborhood effects:

Traffic: There is no traffic impact expected.

Street/Access: There is no street/access impact expected.

Pedestrian: There is no pedestrian impact expected.

Noise: There is no noise impact expected.

Lighting: There is no lighting impact expected.

General Comments:

This is a commercial area that would accommodate on-sale liquor sales.

# LIQUOR LICENSE APPLICATION REPORT

## City Clerk

Applicant: Varsity Hospitality LLC. dba "Varsity Sports Cafe and Roman Coin Pizza"

Location/Address: 3504 Samson Way Suites 1-5 City: Bellevue State: NE Zip: 68123

Requested Action:

Recommend approval of an application for a Class "C" Liquor License to sell beer, wine, distilled spirits on and off sale, for Varsity Hospitality LLC. dba "Varsity Sports Cafe and Roman Coin Pizza" located at 3504 Samson Way Suites 1-5, Bellevue, NE 68123, and Christopher Lohmeier as Manager; and approval of a temporary operating permit.

Date Application Received: 9/26/2025

Final Date Hearing can be held: (45 days from receipt): 10/21/2025

Date Advertised (not less than 7 nor more than 14 days): 10/8/2025

### CURRENT NUMBER OF LICENSES:

Class A (Beer on sale only):	<u>1</u>
Class B (Beer off sale only):	<u>          </u>
Class C (Alcoholic liquor, on and off sale):	<u>17</u>
Class CK (Alcoholic liquor, on and off sale/Catering):	<u>4</u>
Class D (Alcoholic liquor, off sale only):	<u>26</u>
Class DK (Alcoholic liquor, off sale only/Catering):	<u>1</u>
Class I (Alcoholic liquor on sale only):	<u>29</u>
Class IK (Alcoholic liquor on sale only/Catering):	<u>2</u>
Class X (Wholesale Liquor)	<u>          </u>
Total:	<u>80</u>

## Shirley Harbin

---

**From:** lcc.noreply@nebraska.gov  
**Sent:** Friday, September 26, 2025 7:25 AM  
**To:** Bellevue City Clerk  
**Subject:** [EXT] NLCC Review Required

Please save this email to provide your recommendation. To review the application documents [click here](#).

Review Type: Local Review

Job Type: New License Application  
Job Number: 121382

License Type: Class C Beer, Wine, Spirits On and Off Sale  
Secondary Licenses: N/A

Licensee: Varsity Hospitality LLC  
Premises Name: Varsity Sports Cafe & Roman Coin Pizza  
Premises Address: 3504 Samson Way Ste 1-5 Bellevue, NE 68123-4317  
Premises Type: Sports Bar

CLERKS: For NEW APPLICATION jobs (not amendments) there are two key time frames to keep in mind:

- 1) Publicize one time not less than 7 days not more than 14 days prior to date of hearing.
- 2) You have 45 days to conduct a hearing after the date of receipt of the notice from this Commission (Nebraska Revised Statute 53-134). You may choose NOT to make a recommendation of approval or denial to our Commission.

PER NEBRASKA REVISED STATUTE 53-133, THE LIQUOR CONTROL COMMISSION SHALL SET FOR HEARING ANY APPLICATION WHEREIN:

- 1) There is a recommendation of denial from the local governing body
- 2) A citizens protest; or
- 3) Statutory problems that the Commission discovers.

Thank you,  
Nebraska Liquor Control Commission

**This is an automated email message. Please do not reply to this email address.**



# Nebraska Liquor Control

301 Centennial Mall  
South - 1st Floor PO  
Box 95046 Lincoln  
NE 68508

## Application Copy

File Number: 121382

LICENSE TYPE

Class C Beer, Wine, Spirits On  
and Off Sale

APPLICATION DATE RECEIVED

2025-08-25

SECONDARY LICENSE(S)

None selected

LICENSEE

Varsity Hospitality LLC

LICENSEE TYPE

Corporation

Temporary Operating Permit

### LICENSE

License 086094 (Active) - Class C Beer, Wine, Spirits On and Off Sale (Nov 01, 2024 - Oct 31, 2025)  
Varsity Sports Cafe Roman Coin Pizza (YAP INC)

MARITAL STATUS

Single

MANAGED BY AGENT

No

PREMISES TYPE

Sports Bar

PREMISES NAME

Varsity Sports Cafe & Roman Coin  
Pizza

OPERATOR

Christopher Lohmeier

CORPORATE LIMIT DESIGNATION

Inside

LEASE OR OWN

Lease

EXPIRATION DATE

2035-10-31

PHYSICAL ADDRESS

3504 Samson Way  
Bellevue, NE 68123

MAILING ADDRESS

1048 Julesburg Dr  
Lincoln, NE 68521

CONTACT NAME

Christopher Lohmeier

PREFERRED CONTACT METHOD

Email

CONTACT PHONE

(402) 910-2753

ALTERNATE PHONE

(402) 603-2869

FAX

EMAIL

VarsityRCP@outlook.com

PREMISES MANAGER

Christopher Lohmeier

PREMISES MANAGER EMAIL

VarsityRCP@outlook.com

QUESTIONS

**Class C Beer, Wine, Spirits On a**

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

Has any officer, member, owner, or manager named in this application; or their spouse, EVER been convicted of or plead guilty to any charge?

Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year (& month if known) of the conviction or plea. This question includes traffic violations other than speeding. PLEASE NOTE: NOTIFICATION IS REQUIRED TO THE LIQUOR COMMISSION IF ANY ARRESTS OR CONVICTIONS OCCUR AFTER THE SUBMISSION OF THIS APPLICATION.

No

2. What are the building dimensions: Enter length and width in feet separated by a comma (i.e. L20, W15) \*Not square feet\*  
A simple sketch of the area to be licensed will be required to be uploaded in the Documents Section.. Include the length x width, direction of NORTH and number of floors of the building. (NO BLUEPRINTS)

L100, W50

3. Is there an outdoor area?

\*Permanent fence or barrier is required for outdoor areas. Please contact the local governing body for other requirements regarding fencing.

Yes

L26, W 27

4. Will a basement be used for alcoholic storage or sale?

No

5. How many floors of the building? (excluding basement) Please indicate which floors will be included in the liquor license.

1

6. Is premises to be licensed within 150 feet of a church, school, hospital, home for indigent persons or for veterans, their wives, and children?

No

7. Is premises to be licensed within 300 feet of a college campus or university?

No

8. Are you acquiring any alcohol prior to obtaining this liquor license? If you are purchasing a business with a current license; this includes alcohol purchased as part of a business purchase agreement.

Yes

(document uploaded)

9. What date do you intend to open for business?

9/10/25

10 What are the anticipated hours of operation?

Monday 11 AM-11 PM

Tuesday 11 AM-11 PM

Wednesday 11 AM-11 PM

Thursday 11 AM-11 PM

Friday 11 AM-12 AM

Saturday 11 AM-12 AM

Sunday 11 AM-11 PM

11 Are you borrowing any money from any source, including family or friends, to establish and/or operate the business?

No

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

No

13 Is anyone listed on this application a law enforcement officer?

No

14 What is the primary bank and/or financial institution to be utilized by the business AND list the individual(s) who are authorized to write checks and/or withdrawals on accounts at this institution.

Union Bank and Trust

15 Do you have prior experience or training in selling, serving or managing alcohol sales?

No

16 Are all individuals named in this application as a part of the ownership and/or manager over 21 years of age?

Yes

17 Do you intend to sell cocktails to go as allowed under Neb Rev. Statute 53-123.04(4)?

Yes

18 Do you intend to allow drive through services (curb side pick up) allowed under Neb Rev. Statute 53-178.01(2)

No

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

Application for the 9735 Q Street Location

20 Has the premises location been previously licensed within the last 2 years?

Yes

21 Are you applying for a Temporary Operating Permit?

Yes

(document uploaded)

22 Is your lease or deed for the premises to be licensed in the name of the applicant, i.e., the LLC, Corporation or Individual. If you own the property in your personal name, but are applying as a LLC or Corporation, you will need to lease the property to your LLC or Corporation.

Yes

23 If applying as a LLC or Corporation; is your LLC or Corporation active with the Nebraska Secretary of State? (Please mark yes if applying as an individual or partnership)

Yes

24 Per Nebraska Revised Statute 53-103.18 - Manager, defined: Manager means a person appointed by a corporation or limited liability company to oversee the daily operation of the business licensed in Nebraska. A manager shall meet all the requirements of the Nebraska Liquor Control Act as though he or she were the applicant, including residency.

What is the premises manager's name?

Christopher Lohmeier

25 What is the manager's address?

1048 Julesburg Dr, Lincoln NE, 68521

26 What is the manager's phone number?

4029102753

27 What county is the manager registered to vote in?

The manager must be a resident of the state of Nebraska. If the manager is not registered to vote they can complete their voter registration here - <https://www.nebraska.gov/apps-sos-voter-registration/>

Lancaster

28 What is the manager's email address? An email will be sent to them to obtain their personal information.

christopher.lohmeier@gmail.com

## 29 Is the manager married?

Yes

Andrea Lohmeier Vallecillo, Andrea.Lohmeier24@gmail.com

### DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Privacy Act Statement	Finger Prints CL.pdf	Chris Lohmeier Finger Print Form
Privacy Act Statement	Finger Prints AL.pdf	Andrea Lohmeier Finger Print Form
Premises Description & Diagram	Varsity Roman Coin Bellevue Floor Plan.pdf	Floor Plan
Business Plan	Summary Business Plan 8.12.25.pdf	Business Plan
Lease / Deed / Purchase Agreement	Samson Place Lease Extension 2017.pdf	Current Lease
Temporary Operating Permit (TOP)	Tempory Operating Permit Bellevue.pdf	Signed
Alcohol Inventory	Tempory Operating Permit Bellevue.pdf	Inventory to be calculated at sale time, business is running.

### APPLICANT

Christopher Lohmeier

## DECLARATION

I (We) the applicant(s) agree and consent

By checking the box next to "I (We) the applicant(s) agree and consent", the applicant(s) hereby consent(s) to an investigation of background and release present and future records of every kind and description including, but not limited to, police records, tax records, bank or lending institution records, and corporate records. I consent to the release of any documents supporting any declarations made in this application and agree to provide any documents supporting these declarations to the Nebraska Liquor Control Commission (NLCC) or the Nebraska State Patrol (NSP) immediately upon demand. I agree to provide any record needed in furtherance of any investigation related to this application immediately upon demand to the NLCC or the NSP. I waive any right or cause of action that I may have against the NLCC, the NSP, or any other individual or entity disclosing or releasing any investigatory or supporting records related to this application or the review of this application.

I acknowledge that false information submitted in this application is grounds for denial of a license. Any license issued based on the information submitted in this application is subject to additional conditions, cancellation, revocation, or suspension if the information contained herein is incomplete, inaccurate, or fraudulent. I acknowledge that any changes to the information contained in this application must be reported to the NLCC. I acknowledge the review of this application will involve a criminal record check of all owners, partners, managers, officers and stockholders or members owning 25% interest in the applying entity and their spouses. Any license granted by the NLCC is subject to the provisions of the Nebraska Liquor Control Act and the Rules & Regulations of the NLCC, and that failure to comply with these provisions and rules may subject the license to suspension, cancellations, or revocation. I acknowledge that a licensee must keep complete, accurate, and separate records and that a licensee's records and books are subject to inspection by the NLCC. NLCC auditors and law enforcement officers are authorized to enter and inspect the licensed premises at any time to determine whether any provision of the Act, rule or regulation, or ordinance has been or is being violated. I acknowledge that it is the licensee's responsibility to comply with the provisions of the Nebraska Liquor Control Act and the Commission's rules and regulations.

If I am an individual applicant, I will supervise in person the management and operation of the business and operate the business authorized by the license for myself and not as an agency for any other person or entity. If I am a corporate applicant, I will ensure that an approved manager will supervise in person the management and operation of the business. If I am a partnership applicant, I will ensure one partner supervises the management and operation of the business.

I will operate the licensed business in compliance with all applicable laws, rules and regulations, and ordinances and to cooperate fully with any authorized agent of the NLCC.

I declare under penalty of perjury that I have read the contents of this application and, to the best of my knowledge, believe all statements made in this application are true, correct, and complete.

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

# APPLICATION FOR TEMPORARY OPERATING PERMIT

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

This form must be signed by the Current Licensee (Seller) and the Applicant (Buyer).

A Temporary Operating Permit (TOP) may be issued at the Commission's discretion when a licensed business is sold, and the business continues under new ownership. A complete application for a new license must be filed before a TOP can be granted.

If issued, the Temporary Operating Permit is valid for 90 days. If subsequent reports reveal that the information provided in the application was inaccurate or incomplete, the Temporary Operating Permit may be cancelled.

Name of current licensee (Seller, e.g. LLC or Corporation): YAP Inc

Name of applicant (Buyer; e.g. LLC or Coporation): Varsity Hospitality

On this date 10Sep2025 buyer and seller entered a contract for sale of the alcohol  
(Date)

related business known as: YAP Inc License #: 086094  
(Name of business currently licensed)

Located at:  
3504 Samson Way, Bellevue, NE 68123  
(Street Address) (City) (Zip Code)

Requested effective date of Temporary Operating Permit: 9/31/2025  
(The Seller's license will be terminated on this date) (Date)

*Seller hereby declares that they have no outstanding balances on all accounts with all Nebraska licensed wholesalers under Revised Section 53-123.02. Any seller who provides false information regarding such accounts is guilty of a Class IV misdemeanor for each offense.*

Wanna M. Heiser Donna M Heiser 8/25/2025  
Signature of Seller Printed Name Date

*Buyer seeks to obtain a Temporary Operating Permit (TOP) to allow buyer to operate the business under the same terms and conditions of the current licensee subject to approval by Nebraska Liquor Control Commission for a period not to exceed 90 days.*

Chris Lohmeier Chris Lohmeier 8/25/2025  
Signature of Buyer Printed Name Date



## Additional Information Requested

File Number: 121382

LICENSE TYPE

Class C Beer, Wine, Spirits On  
and Off Sale

ADDITIONAL INFORMATION DATE  
RECEIVED

2025-09-25

SECONDARY LICENSE(S)

None selected

LICENSEE

Varsity Hospitality LLC

LICENSEE TYPE

Corporation

Temporary Operating Permit

### LICENSE

License 086094 (Active) - Class C Beer, Wine, Spirits On and Off Sale (Nov 01, 2024 - Oct 31, 2025)  
Varsity Sports Cafe Roman Coin Pizza (YAP INC)

ADDITIONAL INFORMATION REQUESTED

Please submit the original lease and the 2nd amendment & addendum that extends the expiration date and puts the lease into the Varsity Hospitality, LLC name.

Please submit the alcohol inventory (the TOP application form was submitted twice accidentally).

On the TOP application form (the 4th line down should read "Varsity Sports Cafe & Roman Coin Pizza". And the requested date of the TOP is listed as 9.31.25. Please correct and resubmit.

Who is listed on the bank account. You can put that answer in the "comments" box.

Otherwise you can use this one time link to upload the documents. If you need more time to get the lease just send the other documents and then I can resend the application back to you to upload the lease when you get it. Or you can email it to me separately.

Hannah Teinert  
402.471.2735  
hannah.teinert@nebraska.gov

ADDITIONAL INFORMATION PROVIDED

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Temporary Operating Permit (TOP)	TOP Bellevue Updated.pdf	Updated TOP

APPLICANT

Christopher Lohmeier

# Nebraska Secretary of State

## VARSITY HOSPITALITY LLC

Tue Aug 26 06:41:05 2025

**SOS Account Number**

2507318960

**Status**

Active

**Principal Office Address**

No address on file

**Registered Agent and Office Address**

JARED C OLSON

260 REGENCY PKWY DRIVE, STE. 200

OMAHA, NE 68114

**Designated Office Address**

1048 JULES BURG DRIVE

LINCOLN, NE 68521

**Nature of Business**

Not Available

**Entity Type**

Domestic LLC

Qualifying State: NE

**Date Filed**

Jul 10 2025

**Next Report Due Date**

Jan 01 2027

### Filed Documents

Filed documents for VARSITY HOSPITALITY LLC may be available for purchase and downloading by selecting the Purchase Now button. Your Nebraska.gov account will be charged the indicated amount for each item you view. If no Purchase Now button appears, please contact Secretary of State's office to request document(s).

Document	Date Filed	Price	
Certificate of Organization	Jul 10 2025	\$1.35 = 3 page(s) @ \$0.45 per page	<a href="#">Purchase Now</a>

### Good Standing Documents

- If you need your Certificate of Good Standing Apostilled or Authenticated for use in another country, you must contact the Nebraska Secretary of State's office directly for information and instructions. Documents obtained from this site cannot be Apostilled or Authenticated.

**Online Certificate of Good Standing with Electronic Validation**
**\$6.50**

This certificate is available for immediate viewing/printing from your desktop. A Verification ID is provided on the certificate to validate authenticity online at the Secretary of State's website.

[Purchase Now](#)

**Certificate of Good Standing - USPS Mail Delivery**

**\$10.00**

This is a paper certificate mailed to you from the Secretary of State's office within 2-3 business days.

[Continue to Order](#)

[↑ Back to Top](#)

**VARISTY HOSPITALITY, LLC**

**d/b/a**

**VARSITY SPORTS CAFÉ & ROMAN COIN PIZZA**

9735 Q St, Omaha, NE 68127

3504 Samson Way, Bellevue, NE 68123

**Summary Business Plan**

**Varsity Sports Café and Roman Coin Pizza** is a well-established restaurant and bar brand with two locations, offering a unique combination of high-quality food, beverages, and a vibrant, entertainment-driven atmosphere. Known especially for our signature pizza, we have built a loyal customer base by hosting popular events and providing a welcoming space to watch major sporting events. As new owners, we will inherit this strong reputation and goodwill.

Our target market consists primarily of adults in our local communities who value great food, social interaction, and engaging entertainment. Competing in a market with notable venues such as DJ's Dugout, Moran's Bar and Grill, and End Zone Lounge, Varsity Sports Café and Roman Coin Pizza distinguishes itself through its reputation for outstanding pizza and a fun, community-focused environment.

In the short term, our strategy is to maintain existing operations and marketing initiatives, ensuring continuity for our customers and employees while we deepen our understanding of the business's strengths and opportunities. Our proven pricing model and established operational systems—covering both kitchen and bar management—will remain in place during this transition period.

Our management team, consisting of experienced and dedicated managers and core staff, will continue to lead daily operations. Their combined expertise in hospitality, event hosting, and customer service will be instrumental in maintaining and enhancing the customer experience.

Long-term, we aim to grow our local market presence through increased marketing investment, targeted brand-building campaigns, and continuous operational improvements for greater efficiency. While no immediate partnerships or expansions are planned, our vision includes solidifying Varsity Sports Café and Roman Coin Pizza as the premier destination for sports, entertainment, and dining in the area.

With a strong brand identity, loyal customer base, and experienced leadership, Varsity Sports Café and Roman Coin Pizza is positioned to maintain stability in the near term while strategically building toward sustainable growth in the years ahead.

## CONSENT TO ASSIGNMENT OF LEASE

YAP, INC., a Nebraska corporation (“**Assignor**”) and SAMSON PLACE, LLC, a Nebraska limited liability company (“**Landlord**”) previously entered into a Lease Agreement dated October 5, 2004, as amended by the Lease Extension and Addendum to Lease dated July 6, 2017 and the Second Lease Extension and Addendum to Lease dated October 2, 2024 (collectively, the “**Lease**”) for the lease of the real property located at 3504 Samson Way, Suites 1-5, Bellevue, NE 68123.

Assignor has or will enter into an Asset Purchase Agreement with VARSITY HOSPITALITY, LLC, a Nebraska limited liability company (“**Assignee**”) whereby Assignor’s rights under the Agreement will be assigned by Assignor to Assignee, and Assignor’s obligations under the Lease will be assumed by Assignee, upon the closing of the transactions contemplated by the Asset Purchase Agreement.

The Lease may not be assigned by Assignor; notwithstanding the foregoing, Landlord hereby consents to the assignment by Assignor of all of its rights, duties and obligations under the Lease to Assignee whereby Assignee assumes all of said duties and obligations going forward. Said assignment shall not affect or diminish any of the Parties’ respective rights, duties or obligations under the Lease.

Landlord’s consent to assignment of the Lease from Assignor to Assignee is contingent upon the following conditions precedent:

1. Assignee shall execute the Third Lease Extension and Addendum to Lease (“**Third Amendment**”), which is attached hereto as **Exhibit “A”** and incorporated herein by reference.
2. The personal guarantees of the Lease from Nancy J. Bradley, Donna M. Heiser, Scott Chapman and Mark Weber (“**Assignor Guarantees**”) shall remain in place to guarantee Assignee’s payment of rent and the performance of all tenant obligations under the Lease for one (1) year following the effective date of the Third Amendment, at which time the Assignor Guarantees will terminate if the Assignee is not in default under the Lease at such time.

Landlord and Assignor certify that as of the date hereof, the Lease is in full force and effect and that to the best of their respective knowledge and belief, no party to the Lease is in default under the Lease. Assignee certifies that Assignee has inspected the condition of the premises and deems the premises in satisfactory condition and agrees to take the premises in “as is” condition as of the effective date of the assignment of the Lease from Assignor to Assignee.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties execute this Consent to Assignment of Lease as of the 24th day of September, 2025.

LANDLORD:

SAMSON PLACE, L.L.C.

By: Mark Lamb  
Mark Lamb (Sep 24, 2025 13:52:12 CDT)  
Mark Lamb, Managing Member

ASSIGNOR:

YAP, INC.

By: Donna Heiser  
Donna Heiser (Sep 24, 2025 14:11:33 CDT)  
Name: Donna Heiser  
Title: Owner

ASSIGNEE:

VARSITY HOSPITALITY, LLC

By: Christopher Lohmeier  
Christopher Lohmeier (Sep 24, 2025 14:14:38 CDT)  
Name: Christopher Lohmeier  
Title: Owner

EXHIBIT A  
THIRD LEASE EXTENSION AND ADDENDUM TO LEASE

[Attached]

4932-0599-9722, v. 1

### THIRD LEASE EXTENSION AND ADDENDUM TO LEASE

VARISTY HOSPITALITY, LLC, a Nebraska limited liability company (“**Tenant**”) and SAMSON PLACE, LLC, a Nebraska limited liability company (“**Landlord**”) have entered into this Third Lease Extension and Addendum to Lease (“**Third Amendment**”) as of the 24th day of September, 2025 (“**Effective Date**”) upon the terms and conditions set forth herein. Tenant and Landlord may collectively be referred to individually as a “**Party**” and collectively as the “**Parties.**”

WHEREAS, YAP, INC. and Landlord previously entered into a Lease Agreement dated October 5, 2004, as amended by the Lease Extension and Addendum to Lease dated July 6, 2017 and the Second Lease Extension and Addendum to Lease dated October 2, 2024 (collectively, the “**Lease**”) for the lease of the real property located at 3504 Samson Way, Suites 1 through 5, Bellevue, NE 68123 (“**Property**”);

WHEREAS, YAP, INC. has assigned the Lease to Tenant;

WHEREAS, Landlord and Tenant must enter into this Third Amendment as a condition to Landlord’s approval of the assignment of the Lease;

NOW THEREFORE, in consideration of the above recitals, and the covenants and promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto mutually agree as follows:

1. Extension. The term of the Lease shall be extended through October 31, 2035. Tenant does not have any right to further extend the term of the Lease. Rent Base rent through October 31, 2029 shall be in the amounts set forth in the Second Lease Extension and Addendum to Lease dated October 2, 2024. Thereafter, for the remainder of the term, base rent shall be as follows: during this Extension Period will be as follows:

November 1, 2029, to October 31, 2030: \$17.00 per square foot, NNN  
November 1, 2030, to October 31, 2031: \$17.25 per square foot, NNN  
November 1, 2031, to October 31, 2032: \$17.50 per square foot, NNN  
November 1, 2032, to October 33, 2033: \$17.75 per square foot, NNN  
November 1, 2033, to October 31, 2034: \$18.00 per square foot, NNN  
November 1, 2034, to October 31, 2035: \$18.25 per square foot, NNN

In addition to the base rent paid hereunder, Tenant shall pay as additional rent the expenses and amounts as set forth in the Lease.

2. Notice. Section 29 of the Lease is amended to reflect that all notices under the Lease required to be sent to Landlord shall be sent to c/o Lamb Commercial Real Estate at 3025 S 87th Street, Omaha, Nebraska 68124.

3. Tenant Acknowledgements. Tenant acknowledges that the Property may only be used as a restaurant and bar under this Lease. Tenant agrees that Tenant has inspected or has had

ample opportunity to inspect the condition of the Property and deems the Property in satisfactory condition and has agreed to take possession of the Property in “as is” condition.

4. **Personal Guaranty.** The principals of Tenant shall execute the personal guaranty attached hereto as **Exhibit “A”** and incorporated herein by reference.

5. **Miscellaneous.** This Amendment may be executed in one or more counterparts, and copied, digitally-transmitted or facsimile signatures shall be deemed originals. The Parties hereto specifically covenant and agree that to the extent of any inconsistency between this Third Amendment and the terms and provisions of the Lease, the terms and provisions of this Third Amendment shall control. The Parties hereto further covenant and agree that except to the extent the Lease is specifically modified by this Third Amendment, all of the terms and provisions of the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties execute this Consent to Assignment of Lease as of the Effective Date.

LANDLORD:

SAMSON PLACE, L.L.C.

By: *Mark Lamb*  
Mark Lamb (Sep 24, 2025 13:52:49 CDT)  
Mark Lamb, Managing Member

TENANT:

VARSITY HOSPITALITY, LLC

By: *Christopher Lohmeier*  
Christopher Lohmeier (Sep 24, 2025 13:33:08 CDT)  
Name: Christopher Lohmeier  
Title: Owner

EXHIBIT A  
Personal Guaranty

To induce SAMSON PLACE, L.L.C and its successors and assigns, to enter into the Third Lease Extension and Addendum to Lease and to consent to the assignment of the Lease Agreement dated October 5, 2004, as amended by the Lease Extension and Addendum to Lease dated July 6, 2017 and the Second Lease Extension and Addendum to Lease dated October 2, 2024 (collectively, the “Lease”) for the lease of the real property located at 3504 Samson Way, Suites 1 through 5, Bellevue, NE 68123 (“Property”), and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CHRIS LOHMEIER and JARED OLSON (the “Guarantors”), jointly and severally, hereby execute this personal guaranty (“Guaranty”) unconditionally guarantee to Landlord: (i) prompt and full payment of all rent and other payments due from the Tenant under the Lease; and (ii) prompt and complete performance of all of the other terms, conditions and covenants of the Tenant under the Lease.

Guarantors intend and agree that this Guaranty shall remain effective until full and complete payment and performance of all of Tenant’s obligations under the Lease, including any modifications or extensions thereof, notwithstanding any act or occurrence which might otherwise act to reduce or discharge the Guarantors. In this regard, the Guarantors acknowledge and agree that the liability of the Guarantors under this Guaranty shall continue notwithstanding any assignment, extension, amendment or modification of, or any forbearance under the Lease; and Guarantors waive notice of any such assignment, extension, amendment, modification or forbearance. Guarantors further agree that Landlord may pursue its remedies under this Guaranty without first proceeding against Tenant.

This Guaranty shall be binding upon the heirs, successors and personal representatives of the Guarantors and shall be construed according to the laws of the State of Nebraska.

Dated this 24th day of September, 2025.

**GUARANTORS:**

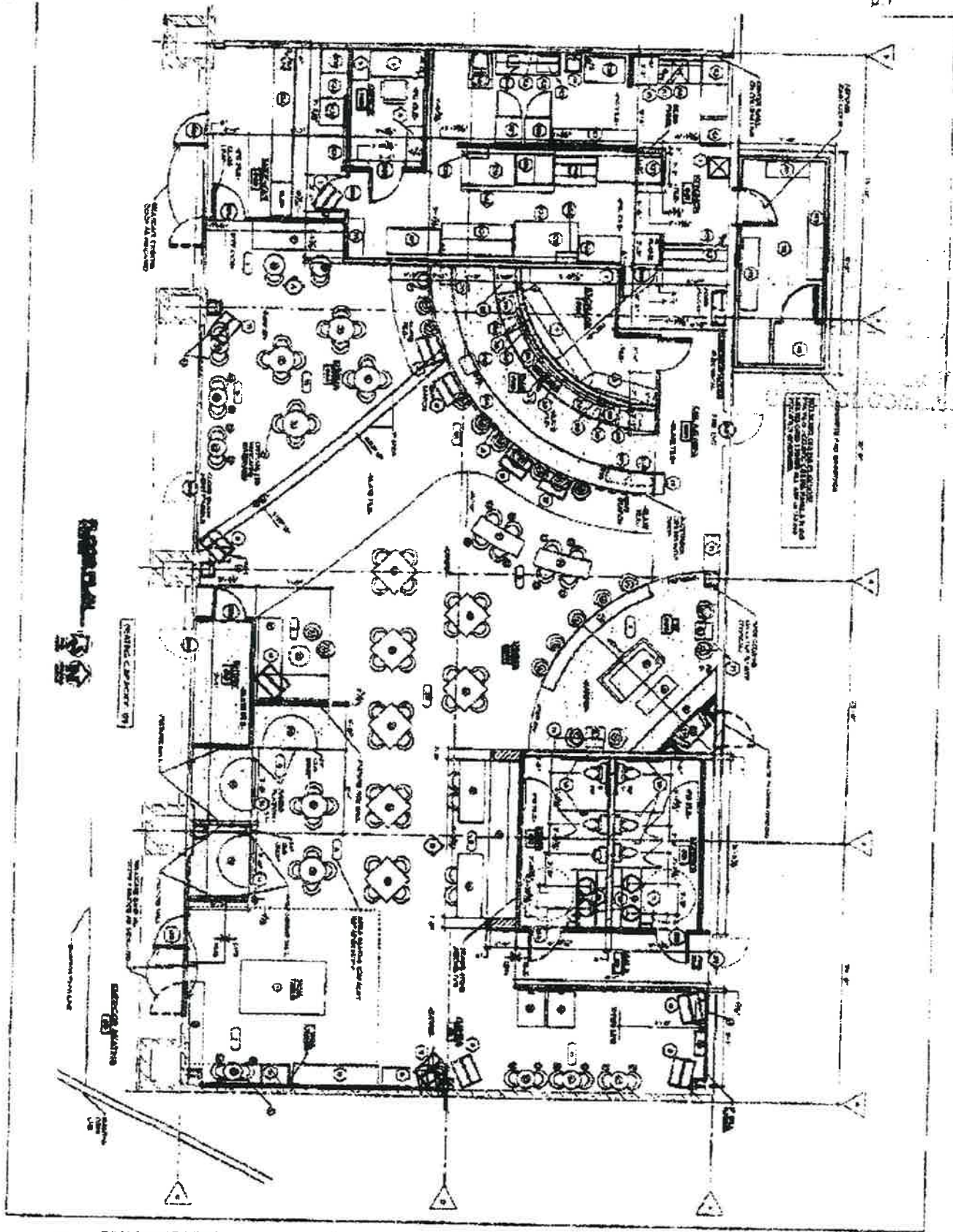
*Christopher Lohmeier*

Christopher Lohmeier Sep 24 2025 11:55:08 CDT

Chris Lohmeier

*Jared Olson*

Jared Olson



A1 11.5 VARSITY CAFE - POKAN CON PIZZA  
 StoreVisions, Inc. Omaha, Nebraska

PERFORATED METAL SCREEN

ON GRADE HERE SHOWN. ATTACH & TIE BRANCH OR UP UP TREE. 8 PER TREE.

TRUSS ROOF

FOLD BACK SUIPLAP FROM TOP OF WALL

BACKFILL IN TRENCH AND FILL HOLES IN SUI MATING BY VOLUME IN 4" LAYERS. MAKE EACH LAYER UNTIL SETTLED

LOOSEB SUBSOIL

LIMIT OF FLOODWAY

UNIVERSITY CARE  
3504 SIMPSON PARKWAY  
WAYS-100, 100, 100, 400

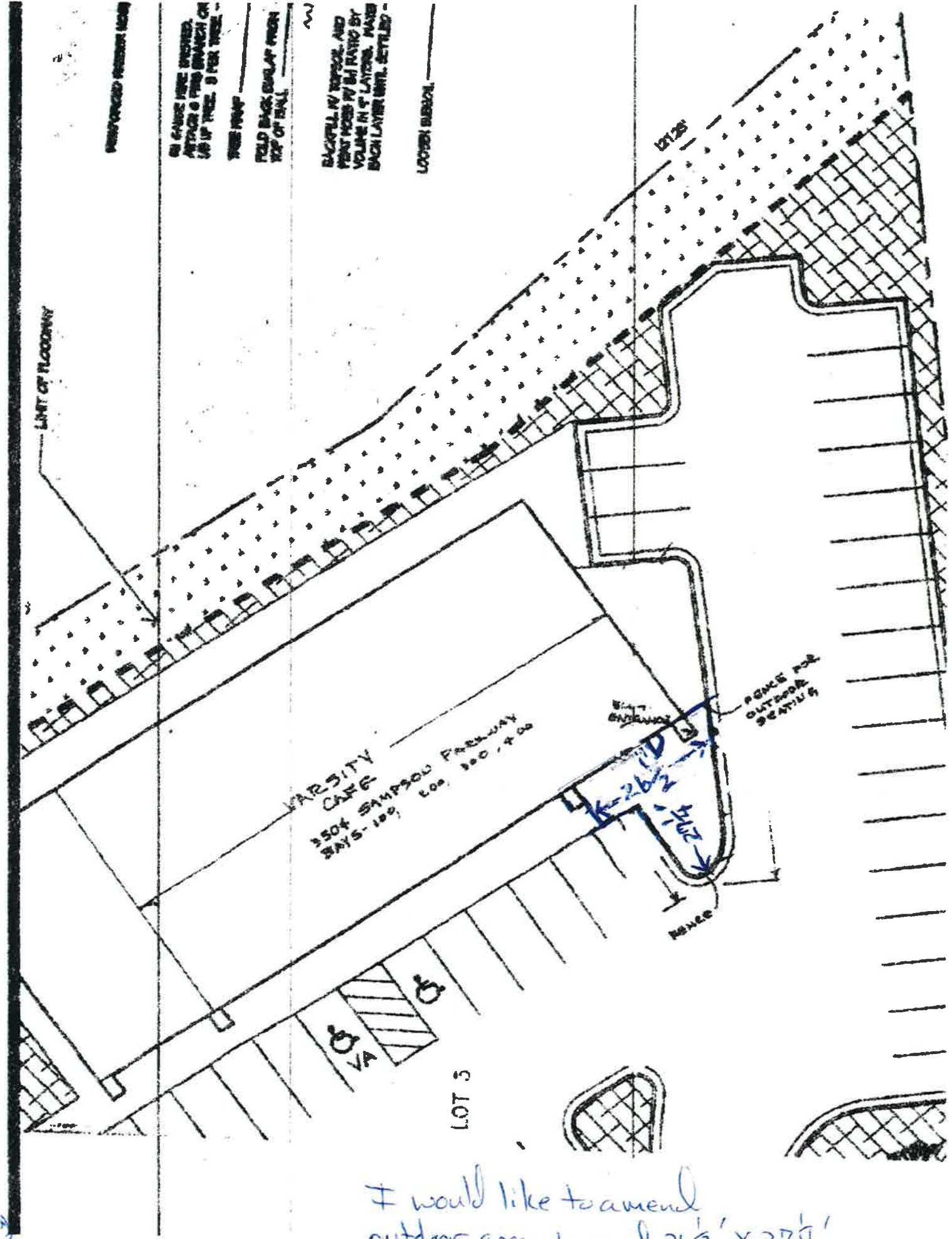
SPACE FOR OUTDOOR SEATING

ENTRANCE

WALKWAY

LOT 5

I would like to amend outdoor area to read 26 1/2' x 27 1/4' irregular shape.



## New Liquor License Application Checklist

Class:     C    

Name of Business: Varsity Hospitality LLC.

DBA: Varsity Sports Cafe and Roman Coin Pizza

Address: 3504 Samson Way Suits 1-5 Zip: 68123

Manager Name: Christopher Lohmeier DOB: 9/29/1986

Email: VarsityRCP@outlook.com Phone: 402-910-2753

Amount Due: \$915

Code: 4200 - \$ 600 School Code: 4605 \$ 300 Code 4060 - \$15.00

Received Date: 9/26/2025 Council Date: 10/21/2025

Email Legal Ad Date: 10/3/2025 Publication Date: 10/8/2025

- |   |                  |
|---|------------------|
| 1. Received application from NLCC                           | <u>    X    </u> |
| 2. Print the application and documentation                  | <u>    X    </u> |
| 3. Print the checklist for New Liquor License Applications. | <u>    X    </u> |
| 4. Request birth date for Manager from NLCC                 | <u>    X    </u> |
| 5. Determine date of CC meeting                             | <u>    X    </u> |
| 6. Email Public Hearing notice to Sarpy County Times        | <u>    X    </u> |
| 7. Complete Police Report with DOB and email BPD            | <u>    X    </u> |
| 8. Complete Planning Report and email it to planning        | <u>    X    </u> |
| 9. Complete City Clerk Report, save, and print              | <u>    X    </u> |

- 10. Complete and save agenda cover sheet X  
\_\_\_\_\_
- 11. Print Police Report and white out dob, second page under cover sheet ✓  
\_\_\_\_\_
- 12. Print Planning Report, third page ✓  
\_\_\_\_\_
- 13. Put City Clerk Report as fourth page  
(cover sheet, police report, planning report, city clerk report, application  
From the NLCC) ✓  
\_\_\_\_\_
- 14. Divide Application prior to scanning for Council Meeting. ✓  
\_\_\_\_\_
- 15. Once cover sheet is signed, label, scan, save in council packet, attach to Sparq \_\_\_\_\_
- 16. Email applicant the date, time, and location of meeting, along with the agenda. \_\_\_\_\_
- 17. After CC Meeting and application is approved, submit approval electronically  
to the NLCC. \_\_\_\_\_
- 18. Make a folder and label for the liquor license drawer.  
Include in the file all information in packet that went to the City Council. \_\_\_\_\_
- 19. Put the license information on spreadsheet under applicable license Class. \_\_\_\_\_

**NOTICE OF PUBLIC HEARING ON APPLICATION  
FOR A CLASS "C" LIQUOR LICENSE & MANAGER**

Notice is hereby given that Varsity Hospitality LLC dba Varsity Sports Café and Roman Coin Pizza has applied for a Class "C" Liquor License to sell beer, wine, and distilled spirits, On/Off Sale, at 3504 Samson Way Suites 1-5 Bellevue, NE 68123, Christopher Lohmeier as Manager, and temporary operating permit.

A public hearing on the application will be held at the City Council meeting on October 21, 2025, beginning at 6:00 p.m., in the Council Chambers, 1500 Wall Street, Bellevue, NE. At such time all persons desiring to give evidence before the City Council will be heard.

If special accommodations are required, please contact the City Clerk at (402)293-3007 at least twenty-four hours prior to the meeting.

Susan Kluthe  
Bellevue City Clerk

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

10b.  
10/21/2025

COUNCIL MEETING DATE: 10/21/2025		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 type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Amendment application for Cole Douglas Gordner as manager for Walmart Inc. dba "Walmart 2847" located at 10504 South 15th Street Bellevue, NE 68123.

SYNOPSIS/BACKGROUND:

Amendment application for a new manager for Cole Douglas Gordner as manager for Walmart Inc. dba "Walmart 2847" located at 10504 South 15th Street Bellevue, NE 68123. Applications are turned directly into the Nebraska Liquor Control Commission (NLCC) by the applicant. The NLCC forwards to application to the City Clerk's office of the local governing body. City Clerk sends the application to the Police Department for review. The application is then submitted to City Council for review and recommendation to the NLCC. The recommendation from the City Council is then sent to the NLCC.

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:

Recommend approval of an amendment application for Cole Douglas Gordner as manager for Walmart Inc. dba "Walmart 2847" located at 10504 South 15th Street Bellevue, NE 68123.

ATTACHMENTS:

1. Application	2. Police Report	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:

*Joseph Willis*  
*[Signature]*  
*[Signature]*

APPLICATION FOR LIQUOR LICENSE  
AND CORPORATE MANAGER

**POLICE REPORT**

Date of City Council Meeting: 10/21/2025 Due to City Clerk: 10/10/2025

Applicant: Walmart Inc. dba "Walmart 2847"

Location/Address: 10504 South 15th Street Bellevue, NE 68123

Requested Action:

Recommend approval of an amendment application for Cole Douglas Gordner as manager for Walmart Inc. dba "Walmart 2847" located at 10504 South 15th Street Bellevue, NE 68123.

Individuals to be Checked:

	<u>Name &amp; Address</u>	<u>DOB</u>
1.	<u>Cole Douglas Gordner</u>	<u></u>
2.	<u></u>	<u></u>

Comments:

Signature of Reviewer: Capt. Kurt Stroehler Digitally signed by Capt. Kurt Stroehler  
Date: 2025.09.26 11:21:20 -05'00' Date: 9-26-25

## Shirley Harbin

---

**From:** lcc.noreply@nebraska.gov  
**Sent:** Friday, September 26, 2025 8:40 AM  
**To:** Bellevue City Clerk  
**Subject:** [EXT] NLCC Review Required

Please save this email to provide your recommendation. To review the application documents [click here](#).

Review Type: Local Review

Job Type: Amendment Application  
Job Number: 126391

License Type: Class D Beer, Wine, Spirits Off Sale Only  
Secondary Licenses: N/A

Licensee: WALMART INC  
Premises Name: Walmart 2847  
Premises Address: 10504 S 15th St Bellevue, NE 68123-4084  
Premises Type: Converted

CLERKS: For NEW APPLICATION jobs (not amendments) there are two key time frames to keep in mind:

- 1) Publicize one time not less than 7 days not more than 14 days prior to date of hearing.
- 2) You have 45 days to conduct a hearing after the date of receipt of the notice from this Commission (Nebraska Revised Statute 53-134). You may choose NOT to make a recommendation of approval or denial to our Commission.

PER NEBRASKA REVISED STATUTE 53-133, THE LIQUOR CONTROL COMMISSION SHALL SET FOR HEARING ANY APPLICATION WHEREIN:

- 1) There is a recommendation of denial from the local governing body
- 2) A citizens protest; or
- 3) Statutory problems that the Commission discovers.

Thank you,  
Nebraska Liquor Control Commission

**This is an automated email message. Please do not reply to this email address.**



## Application Copy

File Number: 126391

AMENDMENT TYPE Manager Change Amendment	APPLICATION DATE RECEIVED 2025-09-25
CURRENT MANAGER NAME ANTHONY M PLEISS	CURRENT MANAGER EMAIL AMPLEIS.S02847.US@WAL-MART.COM
NEW MANAGER NAME ANTHONY M PLEISS	NEW MANAGER EMAIL AMPLEIS.S02847.US@WAL-MART.COM

### QUESTIONS

#### Class D Beer, Wine, Spirits Off S

1. Per Nebraska Revised Statute 53-103.18 - Manager, defined: Manager means a person appointed by a corporation or limited liability company to oversee the daily operation of the business licensed in Nebraska. A manager shall meet all the requirements of the Nebraska Liquor Control Act as though he or she were the applicant, including residency.

What is the premises manager's name?

Cole Douglas Gordner

2. What is the manager's address?

10518 S 21st PLZ Bellevue, NE 68123

3. What is the manager's phone number?

206-483-9176

4. What is the manager's email address? An email will be sent to them to obtain their personal information.

c0g07lm.s02847.us@wal-mart.com

5. What county is the manager registered to vote in?

The manager must be a resident of the state of Nebraska. If the manager is not registered to vote they can complete their voter registration here - <https://www.nebraska.gov/apps-sos-voter-registration/>

Douglas

6. Is the manager married?

No

7. Do you have prior experience or training in selling, serving or managing alcohol sales?

Yes

RBST training

8. Do you qualify under Nebraska Liquor Control Act (53-131.01) and do you intend to supervise, in person, the management of the business?

Yes

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

Has the new manager, or their spouse, EVER been convicted of or plead guilty to any charge? Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year (& month if known) of the conviction or plea. This question includes traffic violations other than speeding. PLEASE NOTE: NOTIFICATION IS REQUIRED TO THE LIQUOR COMMISSION IF ANY ARRESTS OR CONVICTIONS OCCUR AFTER THE SUBMISSION OF THIS APPLICATION

No

## DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Additional Document	Cole Gordner Liquor License Application WMT Store 2847 (004)_Part2.pdf	voter verification and birth certificate
Explanation of Convictions/Guilty Pleas	Scanned_from_a_Lexmark_Multifunction_Product09-25-2025-153712.pdf	Manager Application
Privacy Act Statement	Privacy act -cole.pdf	
Additional Document	fbst_credentials.pdf	Alcohol certificate

## APPLICANT

### Walmart Licensing

## DECLARATION

I (We) the applicant(s) agree and consent

I declare under penalty of perjury that I have read the contents of this amendment application and, to the best of my knowledge, believe all statements made in this application are true, correct, and complete.

**NOTICE OF PUBLIC HEARING ON APPLICATION  
FOR MANAGER CHANGE FOR THEIR CURRENT LIQUOR  
LICENSE**

Notice is hereby given that an amendment application has been made for Cole Douglas Gordner as manager for Walmart Inc. dba Walmart 2847 located at 10504 South 15<sup>th</sup> Street Bellevue, NE 68123.

A public hearing on the application will be held at the City Council meeting on October 21, 2025, at 6:00 p.m., in the Council Chambers, 1500 Wall Street, Bellevue, NE. At such time all persons desiring to give evidence before the City Council will be heard.

Susan Kluthe  
City Clerk

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 10/21/2025		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 type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Amendment application for Alisha L. Willis as manager for Walmart Inc. dba "Walmart 3154" located at 2109 Towne Centre Drive Bellevue, NE 68123.

SYNOPSIS/BACKGROUND:

Amendment application for a new manager for Alisha L. Willis as manager for Walmart Inc. dba "Walmart 3154" located at 2109 Towne Centre Drive Bellevue, NE 68123. Applications are turned directly into the Nebraska Liquor Control Commission (NLCC) by the applicant. The NLCC forwards to application to the City Clerk's office of the local governing body. City Clerk sends the application to the Police Department for review. The application is then submitted to City Council for review and recommendation to the NLCC. The recommendation from the City Council is then sent to the NLCC.

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:

Recommend approval of an amendment application for Alisha L. Willis as manager for Walmart Inc. dba "Walmart 3154" located at 2109 Towne Centre Drive Bellevue, NE 68123.

ATTACHMENTS:

1. Application	2. Police Report	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:


APPLICATION FOR LIQUOR LICENSE  
AND CORPORATE MANAGER

**POLICE REPORT**

Date of City Council Meeting: 10/21/2025 Due to City Clerk: 10/10/2025

Applicant: Walmart Inc. dba "Walmart 3154"

Location/Address: 2109 Towne Drive Centre Drive Bellevue, NE 68123

Requested Action:

Recommend approval of an amendment application for Alisha L. Willis as manager for Walmart Inc. dba "Walmart 3154" located at 2109 Towne Centre Drive Bellevue, NE 68123.

Individuals to be Checked:

	<u>Name &amp; Address</u>	<u>DOB</u>
1.	<u>Alisha L. Willis</u>	<u>~</u>
2.	<u></u>	<u></u>

Comments:

Signature of Reviewer: Capt. Kurt Stroehler Digitally signed by Capt. Kurt Stroehler  
Date: 2025.09.30 11:23:07 -05'00'

Date: 9-30-25

**Shirley Harbin**

---

**From:** lcc.noreply@nebraska.gov  
**Sent:** Tuesday, September 30, 2025 9:10 AM  
**To:** Bellevue City Clerk  
**Subject:** [EXT] NLCC Review Required

Please save this email to provide your recommendation. To review the application documents [click here](#).

Review Type: Local Review

Job Type: Amendment Application  
Job Number: 126338

License Type: Class D Beer, Wine, Spirits Off Sale Only  
Secondary Licenses: N/A

Licensee: WALMART INC  
Premises Name: Walmart Market 3154  
Premises Address: 2109 Towne Centre Dr Bellevue, NE 68123-6404  
Premises Type: Converted

CLERKS: For NEW APPLICATION jobs (not amendments) there are two key time frames to keep in mind:

- 1) Publicize one time not less than 7 days not more than 14 days prior to date of hearing.
- 2) You have 45 days to conduct a hearing after the date of receipt of the notice from this Commission (Nebraska Revised Statute 53-134). You may choose NOT to make a recommendation of approval or denial to our Commission.

PER NEBRASKA REVISED STATUTE 53-133, THE LIQUOR CONTROL COMMISSION SHALL SET FOR HEARING ANY APPLICATION WHEREIN:

- 1) There is a recommendation of denial from the local governing body
- 2) A citizens protest; or
- 3) Statutory problems that the Commission discovers.

Thank you,  
Nebraska Liquor Control Commission

**This is an automated email message. Please do not reply to this email address.**



## Application Copy

File Number: 126338

AMENDMENT TYPE

Manager Change Amendment

APPLICATION DATE RECEIVED

2025-09-25

CURRENT MANAGER NAME

Needs Manager

CURRENT MANAGER EMAIL

NEW MANAGER NAME

Alisha L. Willis

NEW MANAGER EMAIL

alw00f1.s03154.us@wal-mart.com

QUESTIONS

### Class D Beer, Wine, Spirits Off S

1. Per Nebraska Revised Statute 53-103.18 - Manager, defined: Manager means a person appointed by a corporation or limited liability company to oversee the daily operation of the business licensed in Nebraska. A manager shall meet all the requirements of the Nebraska Liquor Control Act as though he or she were the applicant, including residency.

What is the premises manager's name?

Alisha L. Willis

2. What is the manager's address?

403 E. Eldora Ave Weeping Water, IL 68463

3. What is the manager's phone number?

402-657-9451

4. What is the manager's email address? An email will be sent to them to obtain their personal information.

alw00f1.s03154.us@wal-mart.com

5. What county is the manager registered to vote in?

The manager must be a resident of the state of Nebraska. If the manager is not registered to vote they can complete their voter registration here - <https://www.nebraska.gov/apps-sos-voter-registration/>

Cass

6. Is the manager married?

No

7. Do you have prior experience or training in selling, serving or managing alcohol sales?

No

8. Do you qualify under Nebraska Liquor Control Act (53-131.01) and do you intend to supervise, in person, the management of the business?

Yes

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

Has the new manager, or their spouse, EVER been convicted of or plead guilty to any charge? Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year (& month if known) of the conviction or plea. This question includes traffic violations other than speeding. PLEASE NOTE: NOTIFICATION IS REQUIRED TO THE LIQUOR COMMISSION IF ANY ARRESTS OR CONVICTIONS OCCUR AFTER THE SUBMISSION OF THIS APPLICATION

No

#### DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Explanation of Convictions/Guilty Pleas	Scanned_from_a_Lexmark_Multifunction_Product09-18-2025-134937.pdf	Manager Application

Additional Document	SERVER.pdf	alcohol training certificate
Additional Document	image09-19-2025-143811.pdf	Birth certificate
Additional Document	IMG_8961.jpeg	Voter registration
Explanation of Convictions/Guilty Pleas	Scanned_from_a_Lexmark_Multifunction_Product09-24-2025-103922.pdf	Manager Application
Privacy Act Statement	image2025-09-24-104751.pdf	

APPLICANT

Walmart Licensing

DECLARATION

I (We) the applicant(s) agree and consent

I declare under penalty of perjury that I have read the contents of this amendment application and, to the best of my knowledge, believe all statements made in this application are true, correct, and complete.



## Additional Information Requested

File Number: 126338

### AMENDMENT TYPE

Manager Change Amendment

### APPLICATION DATE RECEIVED

2025-09-29

### ADDITIONAL INFORMATION REQUESTED

Information Still Needed:

- Individual History
- Updated Privacy Act Statement

To access the updated Privacy Act Statement, use the link below:

<https://lcc.nebraska.gov/sites/default/files/doc/Privacy%20Act%20Statement%2009222025.pdf>

### ADDITIONAL INFORMATION PROVIDED

### DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
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Privacy Act Statement	image2025-09-24-104751.pdf	

APPLICANT

Walmart Licensing

**NOTICE OF PUBLIC HEARING ON APPLICATION  
FOR MANAGER CHANGE FOR THEIR CURRENT LIQUOR  
LICENSE**

Notice is hereby given that an amendment application has been made for Alisha L. Willis as manager for Walmart Inc. dba Walmart 3154 located at 2109 Towne Centre Drive Bellevue, NE 68123.

A public hearing on the application will be held at the City Council meeting on October 21, 2025, at 6:00 p.m., in the Council Chambers, 1500 Wall Street, Bellevue, NE. At such time all persons desiring to give evidence before the City Council will be heard.

Susan Kluthe  
City Clerk

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

11a.  
10/21/2025

COUNCIL MEETING DATE: September 16, 2025		SUBMITTED BY: Tammi Palm, Planning Director	
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 through 3, Michalek Estates, from AG to AG, RA, and RE, for the purpose of lot line adjustments; small subdivision plat Lots 1 through 3, Michalek Estates; and waiver of Section 6-7 (7), Subdivision Regulations, regarding excessive depth in relation to width of lots over three to one. Applicant: Mark Michalek. General location: 12009 S. 25th Street.

SYNOPSIS/BACKGROUND:

Mark Michalek is requesting approval of a rezoning and small subdivision plat for Lots 1 through 3, Michalek Estates, for the purpose of lot line adjustments. This property consists of three tax lots. Two of the three existing tax lots have nonconforming AG zoning designations. This platting and rezoning will bring the properties into conformance. Lot 1 will consist of approximately 29 acres and have an AG zoning, Lot 2 is 5.03 acres with an RA zoning, and Lot 3 is 1.35 acres with an RE zoning. All lots meet the minimum requirements for their perspective zoning districts. The small subdivision plat and rezoning do not impact the existing land use or change what can be built on the properties.

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 NAME:

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

ACCOUNTING DISTRIBUTION CODE:  ACCOUNT NUMBER:

RECOMMENDATION:

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

ATTACHMENTS:

- |                         |                         |                         |
|-------------------------|-------------------------|-------------------------|
| 1. PC Recommendation    | 2. Staff Report         | 3. Ord. No. 4197        |
| 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:

  
\_\_\_\_\_  
  
\_\_\_\_\_

# City of Bellevue

## PLANNING COMMISSION RECOMMENDATION

APPLICANT: City of Bellevue  
CASE #'s: Z-2507-08 and S-2507-15  
CITY COUNCIL HEARING DATE: October 07, 2025

REQUEST: to rezone Lots 1 through 3, Michalek Estates, being a platting of Tax Lots 3B1, 3B2, and 3B3A, all located in the Northwest 1/4 of Section 3, T13N, R13E of the 6th P.M., Sarpy County, Nebraska, from AG to AG, RA, and RE for the purpose of lot line adjustments; small subdivision plat Lots 1 through 3, Michalek Estates; and waiver of Section 6-7 (7) regarding excessive depth in relation to width of lots over three to one.

On August 29, 2025, the City of Bellevue Planning Commission voted six yes, zero no, three absent, and zero abstained:

**APPROVAL** based upon lack of perceived negative impact to the surrounding neighborhood and conformance with the Zoning Ordinance.

VOTE:

Yes:	Six:	No:	Zero:	Abstain:	Zero:	Absent:	One:
	Hankins						Aerni
	Sims						Taylor-Jones
	Bennett						Lasenburg
	Yoder						
	Ackley						
	Perrin						

Planning Commission Hearing was held on: August 29, 2025

# CITY OF BELLEVUE PLANNING DEPARTMENT

## RECOMMENDATION REPORT # 2

CASE NUMBERS: Z-2507-08  
S-2507-15

FOR HEARING OF:  
REPORT #1: August 28, 2025  
REPORT #2: October 7, 2025

### I. GENERAL INFORMATION

#### A. APPLICANT:

Mark Michalek  
12009 S. 25<sup>th</sup> Street  
Bellevue, NE 68123

#### B. PROPERTY OWNERS:

Mark and Janice Michalek  
12009 S. 25<sup>th</sup> Street  
Bellevue, NE 68123

#### C. GENERAL LOCATION:

12009 S 25<sup>th</sup> Street

#### D. LEGAL DESCRIPTION:

Lots 1 through 3, Michalek Estates, being a platting of Tax Lots 3B1, 3B2, and 3B3A, all located in the Northwest ¼ of Section 3, T13N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska.

#### E. REQUESTED ACTIONS:

1. Rezone Lots 1 through 3, Michalek Estates, from AG to AG, RA, and RE, for the purpose of lot line adjustments.
2. Small Subdivision Plat Lots 1 through 3, Michalek Estates.

3. Waiver of Section 6-7 (7) regarding excessive depth in relation to width of lots over three to one.

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

AG, Single Family Residential and Agricultural

**G. PURPOSE OF REQUEST:**

The purpose of this request is to obtain approval of a rezoning and small subdivision plat for the purpose of adjusting lot lines and bringing the properties into zoning conformance.

**H. SIZE OF SITE:**

The entire site is 35 acres, with the proposed lots as follows: Lot 1 – 28.87 acres, Lot 2 – 5.03 acres, and Lot 3 – 1.35 acres.

**II. BACKGROUND INFORMATION**

**A. EXISTING CONDITION OF SITE:**

Tax Lots 3B1 and 3B2 are presently developed with single family residences. Tax Lot 3B3A is developed with a single family residence, a mobile home, and several agricultural outbuildings.

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

- 1. **North:** Single Family Residential/Agricultural, AG
- 2. **East:** Papio Creek/Floodway
- 3. **South:** USAF Property/Willow Springs Golf Course
- 4. **West:** USAF Property (across 25<sup>th</sup> Street)

**C. REVELANT CASE HISTORY:**

1. On August 28, 2025, the Planning Commission recommended approval of a request to rezone Lots 1 through 3, Michalek Estates, being a platting of Tax Lots 3B1, 3B2, and 3B3A, all located in the Northwest ¼ of Section 3, T13N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska from AG to AG, RA, and RE for the purpose of lot line adjustments; and small subdivision plat Lots 1 through 3, Michalek Estates; and waiver of Section 6-7 (7), Subdivision Regulations, regarding excessive depth in relation to width of lots over three to one.

**D. APPLICABLE REGULATIONS:**

- 1. Section 5.05, Zoning Ordinance, regarding AG uses and requirements.

2. Section 5.06, Zoning Ordinance, regarding RA uses and requirements.
3. Section 5.07, Zoning Ordinance, regarding RE uses and requirements.
4. Chapter 5, Subdivision Regulations, regarding Small Subdivisions.
5. Chapter 6, Subdivision Regulations, regarding Minimum Design Standards.
6. Chapter 8, Subdivision Regulations, regarding Hardship and Waivers.

### **III. ANALYSIS**

#### **A. COMPREHENSIVE PLAN:**

The Future Land Use Map of the Comprehensive Plan designates this area as mixed use.

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

None

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

1. There is no MAPA traffic data information available for this area.
2. The properties presently have access from private driveways off South 25<sup>th</sup> Street.

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

All utilities are available to this location.

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

1. Mark Michalek is requesting approval of a rezoning and small subdivision plat for Lots 1 through 3, Michalek Estates, for the purpose of lot line adjustments.
2. This property consists of three tax lots. Two of the three existing tax lots have nonconforming AG zoning designations. This platting and rezoning will bring the properties into conformance.

Lot 1 will consist of approximately 29 acres and have an AG zoning, while Lot 2 is 5.03 acres with an RA zoning, and Lot 3 is 1.35 acres with an RE zoning.

The minimum lot size in the AG district is 20 acres. The minimum lot size in RA is 5 acres, while the minimum lot size is 1 acre in the RE district. All lots meet the minimum requirements for their perspective zoning districts.

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

Matt Knight, Public Works Engineer, and Mike Sharp, Sarpy County Public Works, had minor technical comments regarding the small subdivision plat. The surveyor has made the requested revisions.

4. The applicant is also requesting a waiver of Section 6-7 (7), Subdivision Regulations, regarding lot standards for excessive depth in relation to width of lots over three (3) to one (1). This request pertains to proposed Lot 1, Michalek Estates. The existing configuration of the property already exists; therefore, staff has no objections to the requested waiver.

5. The Future Land Use Map of the Comprehensive Plan shows this area as mixed use.

The Comprehensive Plan does not preclude a change of zone in this location. Staff believes mixed use for this property is an appropriate long-term plan; however, the proposed zoning will allow for the existing single family residences to remain until such time as mixed development occurs.

6. The small subdivision plat and rezoning do not impact the existing land use or change what can be built on the properties.

**F. TECHNICAL DEFICIENCIES:**

None

**IV. DEPARTMENT RECOMMENDATION**

APPROVAL based upon lack of perceived negative impact to the surrounding neighborhood and conformance with the Zoning Ordinance.

**V. PLANNING COMMISSION RECOMMENDATION**

APPROVAL based upon lack of perceived negative impact to the surrounding neighborhood and conformance with the Zoning Ordinance.

**VI. ATTACHMENTS TO REPORT**

1. Vicinity map/Zoning Map
2. 2024 GIS aerial photo of the property
3. Small Subdivision Plat received August 19, 2025
4. As Built Plot Plan received July 24, 2025
5. Letter from the applicant received July 25, 2025
6. Waiver request received August 12, 2025

**VII. COPIES OF REPORT TO:**

1. Applicant
2. Doug Hill
3. Public Upon Request

  
Assistant Planning Manager

  
Planning Director                      Date of Report



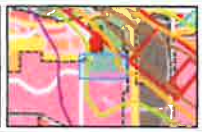
Sarpy County, Nebraska | Sarpy County GIS



Map Scale 1: 2862



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



0 300 600  
ft



Map Scale 1: 2862

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

NORTHWEST CORNER  
SEC. 3, T13N, R13E  
SARPY COUNTY  
NEBRASKA

FOUND 1" PINCH TOP PIPE  
41.34' SE CHISELED "X" IN CURB  
41.72' SW CHISELED "X" IN CURB  
37.45' NW "X" NAILS IN POWER POLE  
31.10' NE "X" IN TOP CENTER  
GRATE CONC. PIPE

RIGHT-OF-WAY EASEMENTS  
MISC BOOK 118 PAGE 21  
MISC BOOK 135 PAGE 259

NOTE  
THERE SHALL BE NO  
DIRECT VEHICULAR ACCESS  
TO SOUTH 25TH STREET  
FROM LOTS 1 AND 3. ALL  
ACCESS SHALL BE FROM  
3000' PERMANENT DRIVE  
EASEMENT.

WEST 1/4 CORNER  
SEC. 3, T13N, R13E  
SARPY COUNTY  
NEBRASKA

FOUND SARPY COUNTY BRASS  
CAP IN ASPHALT  
2.5' E TO CENTERLINE 25TH STREET  
130.55' SE CORNER CHAIN LINK FENCE  
36.74' W NAIL IN POWER POLE  
75.0'

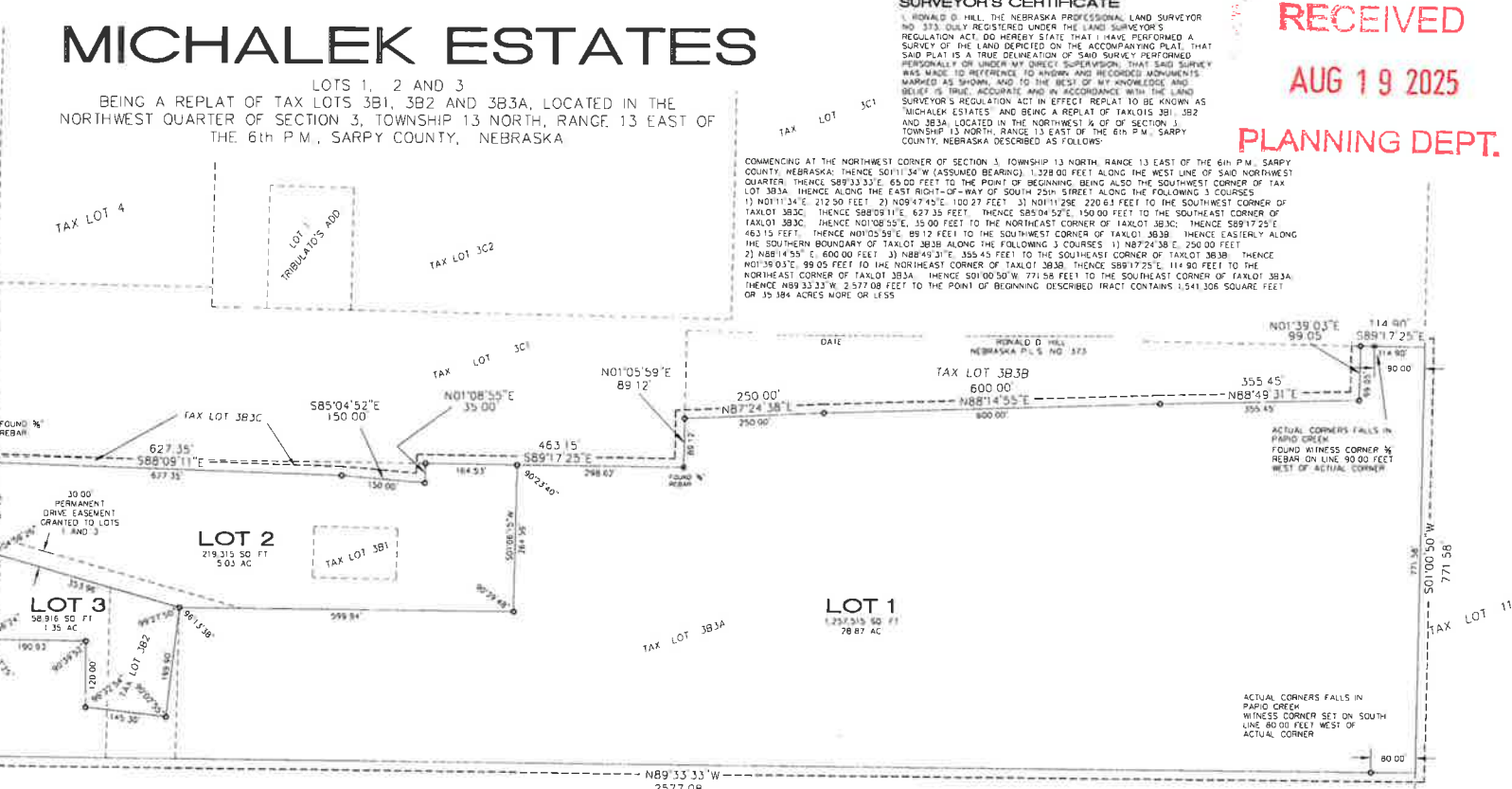
# MICHALEK ESTATES

LOTS 1, 2 AND 3  
BEING A REPLAT OF TAX LOTS 3B1, 3B2 AND 3B3A, LOCATED IN THE  
NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 13 NORTH, RANGE 13 EAST OF  
THE 6th P.M., SARPY COUNTY, NEBRASKA

SOUTH 25th STREET

25th STREET

POINT OF BEGINNING



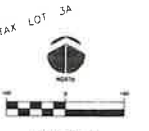
**APPROVAL OF BELLEVUE PLANNING COMMISSION**  
THIS PLAT OF "MICHALEK ESTATES" WAS APPROVED BY THE BELLEVUE PLANNING COMMISSION THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

**APPROVAL OF BELLEVUE CITY COUNCIL**  
THIS PLAT OF "MICHALEK ESTATES" WAS APPROVED BY THE BELLEVUE CITY COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025. THIS PLAT BECOMES NULL AND VOID IF NOT RECORDED WITHIN NINETY (90) DAYS OF THE ABOVE DATE.

**REVIEW OF SARPY PUBLIC WORKS**  
THIS PLAT OF "MICHALEK ESTATES" WAS REVIEWED BY THE SARPY COUNTY PUBLIC WORKS DEPARTMENT THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

**COUNTY TREASURER'S CERTIFICATE**  
THIS IS TO CERTIFY THAT THERE ARE NO TAXES DUE OR DELINQUENT AGAINST THE PROPERTY DESCRIBED WITHIN THE SURVEYOR'S CERTIFICATE OR EMBRACED WITHIN THIS PLAT AS SHOWN BY THE RECORDS OF THIS OFFICE.

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



- - PROPERTY CORNER FOUND (SIC AS NOTED)
- - PROPERTY CORNER SET BY GARY JENSEN
- ⊙ - SECTION CORNER FOUND

NOTE  
NORTHWEST QUARTER OF SECTION 3-13-13  
AND SOUTH LINE OF TAX LOT 33A  
DETERMINED FROM SURVEY BY GARY JENSEN  
DATED NOVEMBER 26, 2002  
BOUNDARY OF TAXLOT 3B3B AND 3B3C  
DETERMINED BY GARY JENSEN DATED IN DEED  
FILED AS INSTRUMENT NUMBER 2011-03592

**SURVEYOR'S CERTIFICATE**  
I, RONALD D. HILL, THE NEBRASKA PROFESSIONAL LAND SURVEYOR NO. 513, DULY REGISTERED UNDER THE LAND SURVEYORS REGULATION ACT, DO HEREBY STATE THAT I HAVE PERFORMED A SURVEY OF THE LAND DESCRIBED ON THE ACCOMPANYING PLAT, THAT SAID PLAT IS A TRUE DELINEATION OF SAID SURVEY PERFORMED PERSONALLY OR UNDER MY DIRECT SUPERVISION, THAT SAID SURVEY WAS MADE IN REFERENCE TO KNOWN AND RECORDED MONUMENTS MARKED AS SHOWN, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE, ACCURATE AND IN ACCORDANCE WITH THE SURVEYORS REGULATION ACT IN EFFECT. REPLAT TO BE KNOWN AS "MICHALEK ESTATES" AND BEING A REPLAT OF TAXLOTS 3B1, 3B2 AND 3B3A, LOCATED IN THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6th P.M., SARPY COUNTY, NEBRASKA DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 3, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6th P.M., SARPY COUNTY, NEBRASKA: THENCE S01°11'34"W (ASSUMED BEARING), 1,328.00 FEET ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, THENCE S89°33'33"E 65.00 FEET TO THE POINT OF BEGINNING, BEING ALSO THE SOUTHWEST CORNER OF TAX LOT 3B3A, THENCE ALONG THE EAST RIGHT-OF-WAY OF SOUTH 25TH STREET ALONG THE FOLLOWING 3 COURSES: 1) N01°11'34"E 212.50 FEET, 2) N09°47'45"E 100.27 FEET, 3) N01°11'29"E 220.63 FEET TO THE SOUTHWEST CORNER OF TAXLOT 3B3C, THENCE S89°09'11"E 627.35 FEET, THENCE S85°04'52"E 150.00 FEET TO THE SOUTHEAST CORNER OF TAXLOT 3B3C, THENCE N01°08'55"E 35.00 FEET TO THE NORTHEAST CORNER OF TAXLOT 3B3C, THENCE S89°17'25"E 463.15 FEET, THENCE N01°05'59"E 89.12 FEET TO THE SOUTHWEST CORNER OF TAXLOT 3B3B, THENCE EASTERLY ALONG THE SOUTHERN BOUNDARY OF TAXLOT 3B3B ALONG THE FOLLOWING 3 COURSES: 1) N87°24'38"E 250.00 FEET, 2) N88°49'31"E 355.45 FEET, 3) N88°49'31"E 355.45 FEET TO THE SOUTHEAST CORNER OF TAXLOT 3B3B, THENCE N01°39'03"E 99.05 FEET TO THE NORTHEAST CORNER OF TAXLOT 3B3B, THENCE S89°17'25"E 114.90 FEET TO THE NORTHEAST CORNER OF TAXLOT 3B3A, THENCE S01°00'50"W 771.58 FEET TO THE SOUTHEAST CORNER OF TAXLOT 3B3A, THENCE N89°33'33"E 2,577.08 FEET TO THE POINT OF BEGINNING. DESCRIBED TRACT CONTAINS 1,541,306 SQUARE FEET OR 35.384 ACRES MORE OR LESS.

DATE \_\_\_\_\_  
RONALD D. HILL  
NEBRASKA P.L.S. NO. 513

TAX LOT 3B3B  
600 00  
TAX LOT 3B3C  
600 00

ACTUAL CORNERS FALLS IN PAID CREEK  
WITNESS CORNER SET ON SOUTH LINE 40.00 FEET WEST OF ACTUAL CORNER

ACTUAL CORNERS FALLS IN PAID CREEK  
WITNESS CORNER SET ON SOUTH LINE 40.00 FEET WEST OF ACTUAL CORNER

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ACTUAL CORNERS FALLS IN PAID CREEK  
WITNESS CORNER SET ON SOUTH LINE 40.00 FEET WEST OF ACTUAL CORNER

RECEIVED  
AUG 19 2025  
PLANNING DEPT.

SURVEY: ECH/JBH  
DRAWN: RCH  
DATE: 07/20/2025  
08/06/2025  
08/19/2025

**MICHALEK ESTATES**  
SMALL SUBDIVISION-CITY OF BELLEVUE  
SARPY COUNTY, NEBRASKA

**HILL-FARELL ASSOCIATES, INC.**  
Land Surveyors  
Bellevue, NE 68005 (402) 291-6100

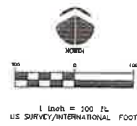


PROJECT NO.  
3828/MICHALEK ESTATES

# MICHALEK ESTATES

LOTS 1, 2 AND 3  
 BEING A REPLAT OF TAX LOTS 3B1, 3B2 AND 3B3A, LOCATED IN THE  
 NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 13 NORTH, RANGE 13 EAST OF  
 THE 6th P.M., SARPY COUNTY, NEBRASKA.

STRUCTURES ON PROPERTY AS BUILT



SURVEY TECH/UCH  
 DRAWN: RCH  
 DATE: 07/20/2025

**MICHALEK ESTATES**  
 SMALL SUBDIVISION  
 CITY OF BELLEVUE  
 SARPY COUNTY, NEBRASKA

HILL-FARRELL ASSOCIATES, INC.  
 Land Surveyors  
 Bellevue, NE 68005 (402) 291-6100



PROJECT NO.  
 2025/MICHALEK ESTATES

RECEIVED

JUL 24 2025

PLANNING DEPT.

# Hill-Farrell Associates, Inc.

Land Surveyors  
Bellevue, Nebraska



July 25, 2025

Angela Curry  
Assistant Planning Manager  
City of Bellevue  
1510 Wall Street  
Bellevue, NE 68005

RE: Michalek Estates-Small Subdivision Application and Rezoning

Dear Angela:

Attached please find Final Plat and Applications for Referenced Project. Property owner desires to Rezone and Replat subject property to correct Zoning to conform and adjust lot lines to fit current and future conditions.

Thank you for your assistance. Please contact me with any questions or comments.

Sincerely,

Doug

Ronald D. Hill  
NE L.S. No. 373  
dhill@hillfarrell.com

# Hill-Farrell Associates, Inc.

Land Surveyors  
Bellevue, Nebraska



RECEIVED

AUG 19 2025

PLANNING DEPT.

August 12, 2025

Angela Curry  
Assistant Planning Manager  
City of Bellevue  
1510 Wall Street  
Bellevue, NE 68005

RE: Michalek Estates-Small Subdivision Application and Rezoning

Dear Angela:

Applicant is requesting a waiver of Section 6-7 (7), Subdivision Regulations. Due to the rectangular dimensions of the existing property, in order to subdivide the property efficiently to provide desired size and area of parcels the three to one ratio cannot be maintained.

Thank you for your assistance. Please contact me with any questions or comments.

Sincerely,

Doug

Ronald D. Hill  
NE L.S. No. 373  
dhill@hillfarrell.com

ORDINANCE NO. 4197

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF BELLEVUE, NEBRASKA, AS PROVIDED FOR BY ARTICLE 3 OF ORDINANCE NO. 4146 BY CHANGING THE ZONE CLASSIFICATION OF LAND LOCATED AT OR ABOUT 12009 SOUTH 25<sup>TH</sup> STREET, MORE PARTICULARLY DESCRIBED IN SECTION 1 OF THE ORDINANCE AND TO PROVIDE AN EFFECTIVE DATE.

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

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

Section 1. That part of the official zoning map of the City of Bellevue, Nebraska, as provided in Article 3, of Ordinance No. 4146 is hereby amended to change the zone classification of the following described parcel of land:

Lot 1, Michalek Estates, being a platting of Tax Lots 3B1, 3B2, and 3B3A, all located in the Northwest ¼ of Section 3, T13N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska

From AG (Agricultural) to AG (Agricultural); and

Lot 2, Michalek Estates, being a platting of Tax Lots 3B1, 3B2, and 3B3A, all located in the Northwest ¼ of Section 3, T13N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska

From AG (Agricultural) to RA (Residential Agriculture); and

Lot 3, Michalek Estates, being a platting of Tax Lots 3B1, 3B2, and 3B3A, all located in the Northwest ¼ of Section 3, T13N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska

From AG (Agricultural) to RE (Residential Estates).

(Mark and Janice Michalek)

Section 2. This ordinance shall not take effect until such time as the final plat of Michalek Estates 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 \_\_\_\_\_, 2025.

APPROVED AS TO FORM:

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

ATTEST

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

\_\_\_\_\_  
Mayor

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

# MICHALEK ESTATES

LOTS 1, 2 AND 3  
BEING A REPLAT OF TAX LOTS 3B1, 3B2 AND 3B3A, LOCATED IN THE  
NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 13 NORTH, RANGE 13 EAST OF  
THE 6th P.M. SAPPY COUNTY, NEBRASKA

NORTHWEST CORNER  
SEC 3, T13N, R13E  
SAPPY COUNTY  
NEBRASKA

FOUND FROM TOP PILE  
44.24 SE CORNER OF CURB  
47.22 SW CORNER OF CURB  
17.45 NW 1/4 CORNER HOLE  
18.18 NE 1/4 100 CENTER  
GRAVEL CONC PILE

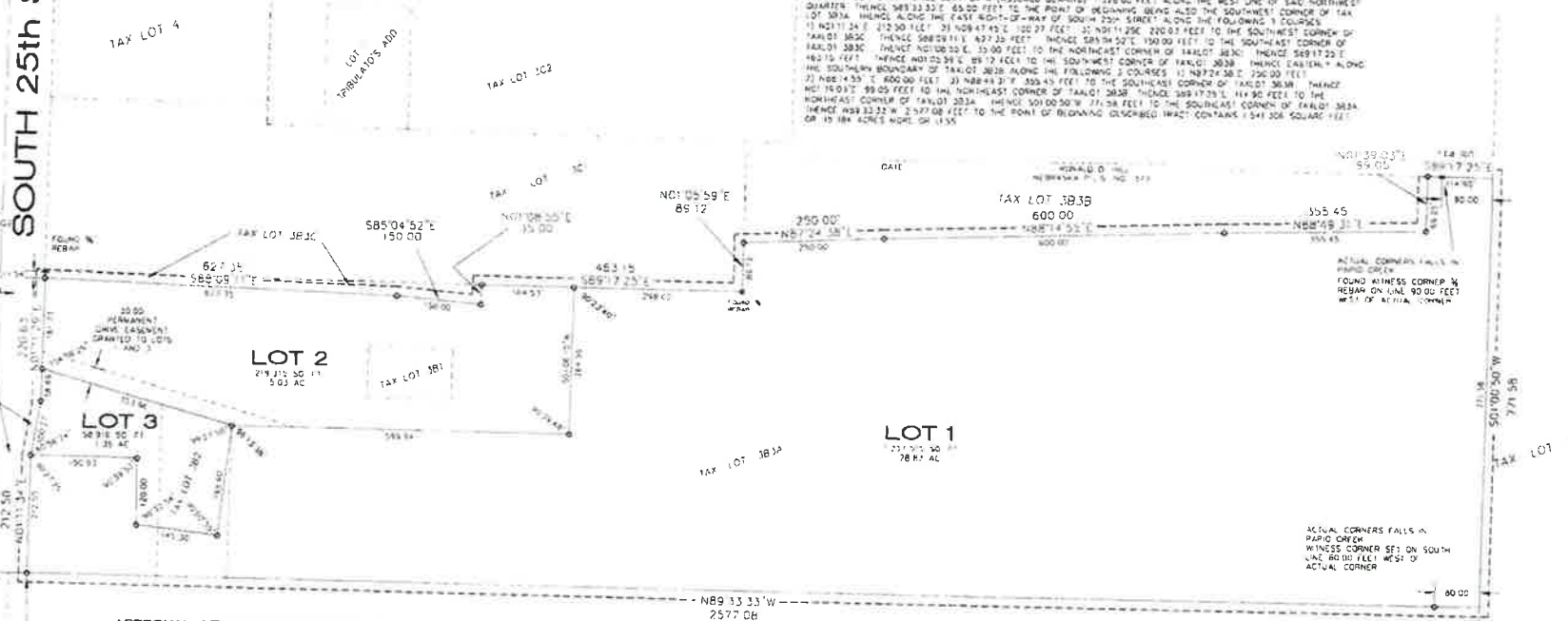
265.98 RB  
50111.73 W

SOUTH 25th STREET

NOTE  
THERE SHALL BE NO  
DIRECT VEHICULAR ACCESS  
TO SOUTH 25TH STREET  
FROM LOTS 1 AND 3. ALL  
ACCESS SHALL BE FROM  
30.00' PERMANENT DRIVE  
EASEMENT.

WEST & CORNER  
SEC 3, T13N, R13E  
SAPPY COUNTY  
NEBRASKA

FOUND SAPPY COUNTY BRASS  
CAP IN ASPHALT  
7.5 F TO CENTERLINE 25th STREET  
130.05 E2 CORNER CHAIN LINK FENCE  
36.74 W SAPPY COUNTY HOLE  
79.9 NW CENTER OF NORTH-SOUTH DRIVE



**APPROVAL OF BELLEVUE PLANNING COMMISSION**  
THIS PLAT OF MICHALEK ESTATES WAS APPROVED BY THE BELLEVUE PLANNING COMMISSION THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2025.

**APPROVAL OF BELLEVUE CITY COUNCIL**  
THIS PLAT OF MICHALEK ESTATES WAS APPROVED BY THE BELLEVUE CITY COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2025. THIS PLAT BECOMES NULL AND VOID IF NOT RECORDED WITHIN NINETY (90) DAYS OF THE ABOVE DATE.

**REVIEW OF SAPPY PUBLIC WORKS**  
THIS PLAT OF MICHALEK ESTATES WAS REVIEWED BY THE SAPPY COUNTY PUBLIC WORKS DEPARTMENT THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2025.

**COUNTY TREASURER'S CERTIFICATE**  
THIS IS TO CERTIFY THAT THERE ARE NO TAXES DUE OR DELINQUENT AGAINST THE PROPERTY DESCRIBED WITHIN THE SURVEYOR'S CERTIFICATE OR ENLARGED WITHIN THIS PLAT AS SHOWN BY THE RECORDS OF THIS OFFICE.

**NOTICE**  
NORTHWEST QUARTER OF SECTION 3, T13N, R13E AND SOUTH 1/4 OF TAX LOT 33A, DETERMINED FROM SURVEY BY GARY RENSEN DATED NOVEMBER 26, 2009, BOUNDARY OF TAXLOT 3B3B AND 3B3C DETERMINED BY GARY RENSEN DATED IN DEED FILED AS INSTRUMENT NUMBER 2011-03992.

**SURVEYOR'S CERTIFICATE**

I, DONALD B. FREL, THE NEBRASKA PROFESSIONAL LAND SURVEYOR NO. 313, DULY REGISTERED UNDER THE LAND SURVEYORS REGULATION ACT OF NEBRASKA, THAT I HAVE PERFORMED A SURVEY OF THE LAND DESCRIBED ON THE ACCOMPANYING PLAT THAT SAID PLAT IS A TRUE COPIATION OF SAID SURVEY. I HAVE PERSONALLY OR UNDER MY DIRECT SUPERVISION THAT SAID SURVEY WAS MADE TO REFERENCE TO KNOWN AND UNCONTESTED MONUMENTS MARKED AS SHOWN AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE ACCORDING TO NEBRASKA STATUTES AND THE SURVEYOR'S REGULATION ACT IN EFFECT RELAT TO BE KNOWN AS MICHALEK ESTATES AND BEING A REPLAT OF TAXLOTS 3B1, 3B2 AND 3B3A, LOCATED IN THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6th P.M. SAPPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 3, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6th P.M. SAPPY COUNTY, NEBRASKA; THENCE S0111.34 W (ASSUMED BEARING) 1728.00 FEET ALONG THE WEST LINE OF SAID NORTHWEST QUARTER; THENCE S813.32 E 65.00 FEET TO THE POINT OF BEGINNING; BEING ALSO THE SOUTHWEST CORNER OF TAX LOT 3B3A; THENCE ALONG THE EAST SOUTHWEST-1/4-WAY OF SOUTH 25th STREET ALONG THE SOUTHWEST CORNER OF TAX LOT 3B3C 212.50 FEET; S110.47 45 E 100.27 FEET; S110.11 29E 220.02 FEET TO THE SOUTHWEST CORNER OF TAXLOT 3B3C; THENCE S88.81 11 E 47.22 FEET; THENCE S81.74 52 E 130.00 FEET TO THE SOUTHWEST CORNER OF TAXLOT 3B3C; THENCE N01.06 58 E 65.12 FEET TO THE NORTHWEST CORNER OF TAXLOT 3B3C; THENCE S89.17 22 E 162.19 FEET; THENCE N01.06 58 E 65.12 FEET TO THE SOUTHWEST CORNER OF TAXLOT 3B3B; THENCE EASTWARD ALONG THE SOUTHWEST BOUNDARY OF TAXLOT 3B3B ALONG THE FOLLOWING 3 COURSES: 1) N87.24 52 E 270.00 FEET; 2) N02.14 55 E 600.00 FEET; 3) N89.33 33 W 2577.06 FEET TO THE SOUTHWEST CORNER OF TAXLOT 3B3B; THENCE N01.06 58 E 65.12 FEET TO THE SOUTHWEST CORNER OF TAXLOT 3B3B; THENCE S89.17 22 E 162.19 FEET TO THE SOUTHWEST CORNER OF TAXLOT 3B3B; THENCE S89.17 22 E 162.19 FEET TO THE SOUTHWEST CORNER OF TAXLOT 3B3A; THENCE S01.00 30 W 271.58 FEET TO THE SOUTHWEST CORNER OF TAXLOT 3B3A; THENCE W89.33 33 W 2577.06 FEET TO THE POINT OF BEGINNING. DESCRIBED TRACT CONTAINS 1,541,306 SQUARE FEET OR 35.28 ACRES MORE OR LESS.

RECEIVED  
AUG 19 2025  
PLANNING DEPT.

**DEDICATION**  
WHEREAS ALL MEN BY THESE PRESENTS THAT WE, MARK A. MICHALEK AND JANICE A. MICHALEK BEING THE OWNERS OF THE PROPERTY DESCRIBED WITHIN THE SURVEYOR'S CERTIFICATE AND ENLARGED WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE REPLATED INTO LOTS TO BE NUMBERED AS SHOWN SAID SUBDIVISION TO BE HEREINAFTER KNOWN AS MICHALEK ESTATES; AND WE DO HEREBY GRANT AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT WE DO HEREBY GRANT A PERPETUAL EASEMENT TO THE OMAHA PUBLIC POWER DISTRICT AND OMAHA TELEVISION COMMUNICATIONS INTERNATIONAL, INC. 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 DIRECT OPERATE, MAINTAIN, REPAIR AND REPLACE POLES, Wires, CROSS ARMS, DOWN CUTS AND ANCHORS, CABLES, CONDUITS AND OTHER RELATED FACILITIES; AND TO FURNISH THE NECESSARY Wires OR CABLES FOR THE TRANSMISSION OF TELEVISION INCLUDING AND POWER FOR THE TRANSMISSION OF SIGNALS AND SOUND OF ALL KINDS AND THE RECEPTION THEREON INCLUDING SOUNDS PROVIDED BY A CABLE TELEVISION SYSTEM AND THEIR RECEPTION OR OVER THROUGH SATELLITE AND ACROSS A FIVE (5) FOOT WIDE STRIP OF LAND ADJACENT TO ALL HOME AND SITE BOUNDARY LINES; AND AN EIGHT (8) FOOT WIDE STRIP OF LAND ADJACENT TO THE REAR BOUNDARY LINES OF ALL INTERIOR LOTS AND A SIXTEEN (16) FOOT WIDE STRIP OF LAND ADJACENT TO THE REAR BOUNDARY LINES OF ALL EXTERIOR LOTS; THE TERM EXTERIOR LOTS IS HEREIN DEFINED AS THOSE LOTS BOUNDARY LINES OR BOUNDARY LINES SHALL BE PLACED IN THE END EASEMENT WAYS; AND THE SAME MAY BE USED FOR GARDENS, TREES, LANDSCAPING, SIDEWALKS, DRIVEWAYS AND OTHER PURPOSES THAT DO NOT INTERFERE WITH OR TAKE AWAY HEREBY THE FORESAID USES OF WHICH HEREBY GRANTED WE DO ALSO DATE AND SIGN THESE PRESENTS AS SHOWN HEREON. IN WITNESS WHEREOF WE DO HEREBY SET OUR HANDS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2025.

MARK A. MICHALEK  
JANICE A. MICHALEK

**ACKNOWLEDGMENT OF NOTARY**  
STATE OF NEBRASKA  
COUNTY OF SAPPY

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2025, BEFORE ME, THE UNDEPUTED NOTARY PUBLIC, DULY QUALIFIED AND COMMISSIONED BY THE STATE OF NEBRASKA, PERSONALLY APPEARED MARK A. MICHALEK AND JANICE A. MICHALEK, PERSONALLY KNOWN BY ME TO BE THE LEGAL PERSONS WHOSE NAMES WERE SHOWN ON THIS PLAT AND THEY DID ACKNOWLEDGE THE EXECUTION THEREOF TO BE THEIR VOLUNTARY ACT AND DEED.

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

SURVEYOR: FREL, DONALD B.  
DRAWN: FREL  
DATE: 07/20/2025  
08/08/2025  
08/19/2025

**MICHALEK ESTATES**  
SMALL SUBDIVISION-CITY OF BELLEVUE  
SAPPY COUNTY, NEBRASKA

HILL-FARELL ASSOCIATES, INC.  
Land Surveyors

Bellevue, NE 68005 (402) 291-6100



PROJECT NO. 250245-0101-01

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

12a.  
10/21/2025

COUNCIL MEETING DATE: 10/07/2025		SUBMITTED BY: Tammi Palm		TITLE: Planning Director		
AGENDA ITEM:		CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>			
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>		PUBLIC HEARING <input type="checkbox"/>			
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>		OTHER <input type="checkbox"/>			

**SUBJECT:**

Approval of a request to rezone Lot 1 and Outlot A, Mora Acres, from AG to RA and RG-8 for the purpose of residential development; and small subdivision plat Lot 1 and Outlot A, Mora Acres. Applicant: Orchard Valley, Inc. General Location: 1902 Lola Avenue.

**SYNOPSIS/BACKGROUND:**

Melvin Sudbeck, on behalf of Orchard Valley, Inc., is requesting approval of a change of zone for Lot 1 and Outlot A, Mora Acres, and small subdivision plat for Lot 1 and Outlot A, Mora Acres. The applicant is requesting RA and RG-8-PS zoning. The property consists of two tax lots which have nonconforming AG zoning designations. Lot 1 will have an RA zoning and Outlot A will be zoned RG-8. The developer intends to de-annex Outlot A and use it as a part of a future residential development in an SID. The outlot will be replatted once de-annexed. This platting and rezoning will bring the properties into conformance and aid in future development.

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

**TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:**

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

**RECOMMENDATION:**

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

**ATTACHMENTS:**

- |   |                         |                         |
|---|-------------------------|-------------------------|
| 1. Planning Commission Recommendation Sheet | 2. Staff Report         | 3. Ordinance #4198      |
| 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: \_\_\_\_\_

*Daniel Willis*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_

# City of Bellevue

## PLANNING COMMISSION RECOMMENDATION

APPLICANT: Orchard Valley, Inc

CASE #: Z-2507-07, S-2507-13.

CITY COUNCIL HEARING DATE: October 21, 2025

REQUEST: to rezone Lot 1 and Outlot A, Mora Acres, being a platting of part of Tax Lots 12 and 13, located in the Southwest ¼ of Section 22, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, from AG to RA and RG-8 for the purpose of residential development; and small subdivision plat Lot 1 and Outlot A.

On September 25, 2025, the City of Bellevue Planning Commission voted six yes, zero no, three absent, and zero abstained:

**APPROVAL** based upon compatibility with the surrounding neighborhood, lack of perceived negative impact upon the surrounding area, and conformance with the Zoning Ordinance. Request the future land use map be amended to reflect the changes with this application.

VOTE:

Yes:	Six:	No:	Zero:	Abstain:	Zero:	Absent:	Three:
	Ackley						Aerni
	Hankins						Bennett
	Lasenburg						Sims
	Taylor-Jones						
	Perrin						
	Yoder						

Planning Commission Hearing (s) was held on: September 25, 2025.

# CITY OF BELLEVUE PLANNING DEPARTMENT

## RECOMMENDATION REPORT # 3

CASE NUMBERS: Z-2507-07  
S-2507-13

FOR HEARING OF:  
REPORT #1: August 28, 2025  
REPORT #2: September 25, 2025  
REPORT #3: October 21, 2025

### I. GENERAL INFORMATION

#### A. APPLICANT:

Orchard Valley, Inc.  
Melvin Sudbeck  
16255 Woodland Drive  
Omaha, NE 68136

#### B. PROPERTY OWNER:

Lionel Mora  
1902 Lola Avenue  
Bellevue, NE 68147

#### C. GENERAL LOCATION:

1902 Lola Avenue

#### D. LEGAL DESCRIPTION:

Lot 1 and Outlot A, Mora Acres, being a platting of part of Tax Lots 12 and 13, all located in the Southwest  $\frac{1}{4}$  of Section 22, T14N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska.

#### E. REQUESTED ACTIONS:

1. Rezone Lot 1 and Outlot A, Mora Acres, from AG to RA and RG-8 for the purpose of residential development.
2. Small Subdivision Plat Lot 1 and Outlot A, Mora Acres.

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

AG, Single Family Residential and Agricultural

**G. PURPOSE OF REQUEST:**

The purpose of this request is to obtain approval of a rezoning and small subdivision plat for the purpose of future residential development.

**H. SIZE OF SITE:**

The entire site is 11.54 acres, with the proposed lots as follows: Lot 1 – 10.11 acres and Outlot A – 1.43 acres.

**II. BACKGROUND INFORMATION**

**A. EXISTING CONDITION OF SITE:**

The site is presently developed with a single family residence and largely covered in vegetation.

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

- 1. **North:** Single Family Residential, RS-72
- 2. **East:** Highway 75 right-of-way
- 3. **South:** Vacant/AG
- 4. **West:** Single Family Residential, RS-72-PS

**C. REVELANT CASE HISTORY:**

- 1. On August 28, 2025, the request to rezone Lot 1 and Outlot A, Mora Acres, from AG to RA and RG-8; and small subdivision plat Lot 1 and Outlot A, Mora Acres, was continued to the September 25, 2025, Planning Commission meeting.
- 2. On September 25, 2025, the Planning Commission recommended approval of a request to rezone Lot 1 and Outlot A, Mora Acres, being a platting of part of Tax Lots 12 and 13, located in the Southwest ¼ of Section 22, T14N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska, from AG to RA and RG-8 for the purpose of residential development; and small subdivision plat Lot 1 and Outlot A, Mora Acres.

**D. APPLICABLE REGULATIONS:**

- 1. Section 5.06, Zoning Ordinance, regarding RA uses and requirements.
- 2. Section 5.15, Zoning Ordinance, regarding RG-8 uses and requirements.

3. Chapter 5, Subdivision Regulations, regarding Small Subdivisions.
4. Chapter 6, Subdivision Regulations, regarding Minimum Design Standards.

### **III. ANALYSIS**

#### **A. COMPREHENSIVE PLAN:**

The Future Land Use Map of the Comprehensive Plan designates this area as single family residential.

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

The applicant intends to pursue a de-annexation of Outlot A to facilitate future residential development. The de-annexation is necessary for the developer to utilize a Sanitary and Improvement District (SID).

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

1. There is no MAPA traffic data information available for this area.
2. The property has access from a private driveway off Lola Avenue.

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

All utilities are available to this location.

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

1. Melvin Sudbeck, on behalf of Orchard Valley, Inc., is requesting approval of a rezoning and small subdivision plat for Lot 1 and Outlot A, Mora Acres, for the purpose of residential development.
2. This property consists of two tax lots which have nonconforming AG zoning designations. This platting and rezoning will bring the properties into conformance.

Lot 1 will consist of approximately 10 acres and have an RA zoning, while Outlot A is 1.43 acres with an RG-8 zoning.

All lots meet the minimum requirements for their perspective zoning districts.

3. By definition, outlots are not buildable lots. The developer intends to de-annex Outlot A and use it as part of a future residential development in a Sanitary and Improvement District. The outlot will be replatted once de-annexed.

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

Matt Knight, Public Works Engineer, and Mike Sharp, Sarpy County Public Works, had technical comments regarding the small subdivision plat. These comments have since been satisfied by the applicant's surveyor/engineer.

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

6. The small subdivision plat and rezoning would bring the properties into conformance and aid in future development.

**F. TECHNICAL DEFICIENCIES:**

Several technical deficiencies have been noted on the plat by both the Bellevue and Sarpy Public Works Departments.

**IV. DEPARTMENT RECOMMENDATION**

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

**V. PLANNING COMMISSION RECOMMENDATION**

APPROVAL based upon compatibility with the surrounding neighborhood, lack of perceived negative impact upon the surrounding area, and conformance with the Zoning Ordinance.

**VI. ATTACHMENTS TO REPORT**

1. Vicinity map/Zoning Map
2. 2024 GIS aerial photo of the property
3. Small Subdivision Plat received September 22, 2025
4. Letter from the applicant received July 21, 2025

**VII. COPIES OF REPORT TO:**

1. Applicant
2. FoleyShald
3. Public Upon Request

  
Assistant Planning Manager

  
Planning Director 09/30/2025  
Date of Report

ORDINANCE NO. 4198

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF BELLEVUE, NEBRASKA, AS PROVIDED FOR BY ARTICLE 3 OF ORDINANCE NO. 4146 BY CHANGING THE ZONE CLASSIFICATION OF LAND LOCATED AT OR ABOUT 1902 LOLA AVE, 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. 4146 is hereby amended to change the zone classification of the following described parcel of land:

Lot 1, Mora Acres, being a replat of part of Tax Lots 12 and 13, located in the Southwest ¼ of Section 22, T14N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska

From AG (Agricultural District) to RA (Residential Agriculture District)

Outlot A, Mora Acres, being a replat of part of Tax Lots 12 and 13, located in the Southwest ¼ of Section 22, T14N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska

From AG (Agricultural District) to RG-8 (General Residential District, 800 square feet per unit).

(Orchard Valley, Inc)

Section 2. This ordinance shall not take effect until such time as the final plat of Mora Acres 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 \_\_\_\_\_, 2025.

APPROVED AS TO FORM:

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

ATTEST

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

\_\_\_\_\_  
Mayor

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

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

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

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

12b.  
10/21/2025

COUNCIL MEETING DATE: <b>October 7, 2025</b>		SUBMITTED BY: <b>Tammi Palm, Planning Director</b>	
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 Lot 6, Tiller's 4th Addition, from BG to RG-8-PS for the purpose of multi-family residential development, with site plan approval. Applicant: Ehrhart Griffin & Associates. General Location: 1724 Wilshire Dr.

SYNOPSIS/BACKGROUND:

Terry Morrison, on behalf of Ehrhart Griffin & Associates, is requesting approval of a rezoning with site plan approval for Lot 6, Tiller's 4th Addition, for the purpose of multi-family residential development. The site plan shows 80 apartment units in one building that consist of 20 one-bedroom, 39 two-bedroom, 12 three-bedroom, and 9 four-bedroom apartments. The building will have 4 stories of residential units with a level of underground parking. The site plan shows a combined total of 120 parking stalls; 59 surface stalls and 61 lower level parking garage stalls. City Council previously approved the redevelopment plan for the use of Tax Increment Financing for this project.

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 NAME:

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

ACCOUNTING DISTRIBUTION CODE:  ACCOUNT NUMBER:

RECOMMENDATION:

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

ATTACHMENTS:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM: 

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

ADMINISTRATOR APPROVAL AS TO FORM: 

\*REVISED 11/2022

# City of Bellevue

## PLANNING COMMISSION RECOMMENDATION

APPLICANT: Ehrhart Griffin & Associates

CASE #: Z-2506-06

CITY COUNCIL HEARING DATE: October 21, 2025

REQUEST: to rezone Lot 6, Tiller's 4<sup>th</sup> Addition, from BG to RG-8-PS for the purpose of multi-family residential development, with site plan approval.

On September 25, 2025, the City of Bellevue Planning Commission voted six yes, zero no, three absent and zero abstained:

**APPROVAL** based upon compatibility with the surrounding neighborhood, lack of perceived negative impact upon the surrounding area, and conformance with the Zoning Ordinance. Approval of an amendment to the future land use map be amended to reflect the changes with this application.

VOTE:

Yes:	Six:	No:	Zero:	Abstain:	Zero:	Absent:	Three:
	Ackley						Aerni
	Hankins						Bennett
	Lasenburg						Sims
	Taylor-Jones						
	Perrin						
	Yoder						

Planning Commission Hearing (s) was held on: September 25, 2025.

# CITY OF BELLEVUE PLANNING DEPARTMENT

## RECOMMENDATION REPORT # 3

CASE NUMBER: Z-2506-06

FOR HEARING OF:

REPORT #1: July 24, 2025  
REPORT #2: September 25, 2025  
REPORT #3: October 21, 2025

### I. GENERAL INFORMATION

#### A. APPLICANT:

Ehrhart Griffin & Associates  
Attn: Terry Morrison  
3552 Farnam St.  
Omaha, NE 68131

#### B. PROPERTY OWNER:

Great Lakes Capital  
Attn: Gary Vizioli  
7410 Aspect Drive, Suite 100  
Granger, IN 46530

#### C. GENERAL LOCATION:

1724 Wilshire Drive

#### D. LEGAL DESCRIPTION:

Lot 6, Tiller's 4<sup>th</sup> Addition, located in the Northeast ¼ of Section 35, T14N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska.

#### E. REQUESTED ACTIONS:

1. Rezone Lot 6, Tiller's 4<sup>th</sup> Addition from BG to RG-8-PS, with site plan approval.

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

BG, Parking Lot/Vacant

**G. PURPOSE OF REQUEST:**

The purpose of this request is to obtain a change of zone with site plan approval to allow for the construction of a multifamily residential development.

**H. SIZE OF SITE:**

The site is approximately 1.51 acres.

**II. BACKGROUND INFORMATION**

**A. EXISTING CONDITION OF SITE:**

Lot 6 is presently vacant and partially covered with a parking lot. This property is the former site of a putt-putt golf course, of which the parking lot has remained.

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

- 1. **North:** Commercial/Office, BG
- 2. **East:** Commercial, BG
- 3. **South:** Commercial, BG
- 4. **West:** Multifamily Residential/Senior Housing, RG-20

**C. RELEVANT CASE HISTORY:**

- 1. On March 12, 2007, the City Council declared Lot 6, Tiller’s 4<sup>th</sup> Addition, as blighted and substandard.
- 2. On June 26, 2025, the Planning Commission recommended approval of a redevelopment plan for Lot 6, Tiller’s 4<sup>th</sup> Addition. The City Council approved this request on July 15, 2025.
- 3. On July 24, 2025, the request to rezone Lot 6, Tiller’s 4<sup>th</sup> Addition, from BG to RG-8-PS, with site plan approval, for the purpose of multi-family residential development, was continued to the August 28, 2025, Planning Commission meeting.
- 4. On August 28, 2025, the request to rezone Lot 6, Tiller’s 4<sup>th</sup> Addition, from BG to RG-8-PS, with site plan approval, for the purpose of multi-family residential development, was continued to the September 25, 2025, Planning Commission meeting.
- 5. On September 25, 2025, the Planning Commission recommended approval of a request to rezone Lot 6, Tiller’s 4<sup>th</sup> Addition, from BG to RG-8-PS, with site plan approval.

**D. APPLICABLE REGULATIONS:**

1. Section 5.13, Zoning Ordinance, regarding RG-8 uses and requirements.
2. Section 5.17, Zoning Ordinance, regarding PS (Planned Subdivision) uses and requirements.

**III. ANALYSIS**

**A. COMPREHENSIVE PLAN:**

The Future Land Use Map of the Comprehensive Plan designates this area as commercial. A motion to approve this request should also include a motion to amend the Future Land Use Map for multifamily residential use.

**B. OTHER PLANS:**

The applicant has been approved for the use of Tax Increment Financing (TIF) for this project.

**C. TRAFFIC AND ACCESS:**

1. There is no MAPA traffic data information available for this area.
2. Access is proposed from two points, both of which are along Wilshire Drive.

**D. UTILITIES:**

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

**E. ANALYSIS:**

1. Terry Morrison, on behalf of Ehrhart Griffin & Associates, has submitted a request for rezoning with site plan approval for Lot 6, Tiller's 4<sup>th</sup> Addition, for the purpose of multi-family residential development.
2. The property is currently zoned BG (General Business). The intent of the RG-8 district is to permit very high-density development, multi-story apartment development, and other uses that are typical and compatible with the operation of apartment houses.

The -PS overlay is typically utilized in multi-family development. The intent is to encourage the creative design of new living areas. Additionally, it allows for modifications in the platting of lots and the siting of buildings.

3. The site plan consists of 80 apartment units in one building. The proposed unit breakdown is as follows: 20 one-bedroom, 39 two-bedroom, 12 three-bedroom,

and 9 four-bedroom apartments. As such, 74% of the building will be one- and two-bedroom units.

The building will have a level of underground parking, with 4 stories of residential units.

4. In connection with this request, the applicant has submitted a text amendment to allow for the proposed density. The proposed text amendment would allow a minimum of 675 square feet of lot area per dwelling unit.

Under the current RG-8 guidelines, no more than 73 units would be allowed. The current RG-8 regulations require the first four units of a multifamily dwelling to have a minimum lot area of 2,500 square feet per unit; after which, the minimum lot area may be 800 square feet per unit.

As shown on the site plan, the proposed density for this development is approximately 721 square feet of lot area per unit outside of the first four units.

5. The site plan shows 56 standard parking stalls and 3 ADA parking stalls for a total of 59 surface stalls. It also notes 58 standard parking stalls and 3 ADA parking stalls for a total of 61 lower-level parking garage stalls, for a combined total of 120 stalls. This averages 1.5 parking stalls per unit. The ordinance requires two parking stalls per unit. Through the Planned Subdivision Overlay and the site plan approval process, the City Council can approve a reduction of the minimum parking requirements.

A similar multifamily development, Ascend on 75, recently constructed near Childs Road and Nebraska Drive, was approved with a 1.5:1 parking ratio. This apartment complex offers one-, two-, and three-bedroom units. In addition to the surface parking on site, the City Council approved the site plan to include 22 on-street parking spaces to count towards the 1.5:1 parking ratio.

6. The applicant is proposing a playground area with play panels, a play structure, and seating. Details of the playground are provided as part of the proposed landscape plan.

Heber Neighborhood Park is within walking distance of the property and includes a playground, picnic area, and shelter.

7. The landscape plan has been reviewed by staff and meets the requirements of the zoning ordinance.

8. The proposed buildings will need to meet the requirements of Section 8.12, Zoning Ordinance, regarding design standards. Compliance with this will be reviewed as part of the building permit process.

9. 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, Sarpy County Public Works, and the Bellevue Public School District. The cover letter indicated a deadline to send comments back to the Planning Department and stated that if the requested department did not have comments pertaining to the application, no response was needed.

John Krager, Public Works Engineer, requested technical revisions to the site plan, drainage plan, and stormwater plan. The applicant's engineer has addressed Mr. Krager's concerns.

JEO (contracted by the city) requested minor revisions to the drainage plan. The applicant's engineer has satisfied these comments.

Chief Building Official Mike Christensen had comments pertaining to the existing retaining wall located on the property to the west in connection with the proposed construction. The applicant's engineer provided the additional information needed to address these comments.

Donald Gifford, Fire Department, had comments pertaining to the width of the access points. The applicant's engineer has since satisfied these comments.

No other comments were received on this case.

10. Per the site plan, sidewalks will be installed as part of this development.

11. A traffic study was done at the request of the Public Works Department. The traffic impact analysis was completed by Felsburg Holt & Ullevig (FHU) in May 2025. Staff has reviewed the study. No street improvements in the study area are being recommended as a result of this development.

12. Access is being proposed from two points along Wilshire Drive. To aid in the flow of traffic, these access points will be one-way; the southern access point will be the entrance into the development, with the northern access point being the exit.

13. The Future Land Use Map of the Comprehensive Plan shows this area as commercial. A motion to approve the development should also include a motion to amend the Future Land Use Map.

Staff supports an amendment to the Future Land Use Map. Existing development in the area is a mix of commercial and multifamily, including multifamily housing along the Harlan Drive corridor.

14. Staff believes multifamily residential development is compatible with the adjacent neighborhood, and this would be a beneficial development for the city.

Under the current BG zoning, there are approximately 95 commercial uses that are permitted and could be constructed by right. Some of these uses include a car wash, convenience store with fuel pumps, restaurant (to include drive-thru service), tavern/cocktail lounge, grocery store, hotel, as well as numerous retail uses. Subsequently, the Planning Department believes a residential use, to include a high-density residential use, would have less of a negative impact on the adjoining properties. As previously mentioned, the existing neighborhood is a mix of residential and commercial uses with BG, RG-8-PS, and RG-20 zoning.

**F. TECHNICAL DEFICIENCIES:**

None.

**IV. DEPARTMENT RECOMMENDATION**

APPROVAL based upon compatibility with the surrounding neighborhood, lack of perceived negative impact upon the surrounding area, and conformance with the Zoning Ordinance.

**V. PLANNING COMMISSION RECOMMENDATION**


APPROVAL based upon compatibility with the surrounding neighborhood, lack of perceived negative impact upon the surrounding area, and conformance with the Zoning Ordinance. APPROVAL of an amendment to the Future Land Use Map to reflect the changes with this application.

**VI. ATTACHMENTS TO REPORT**

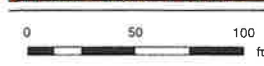
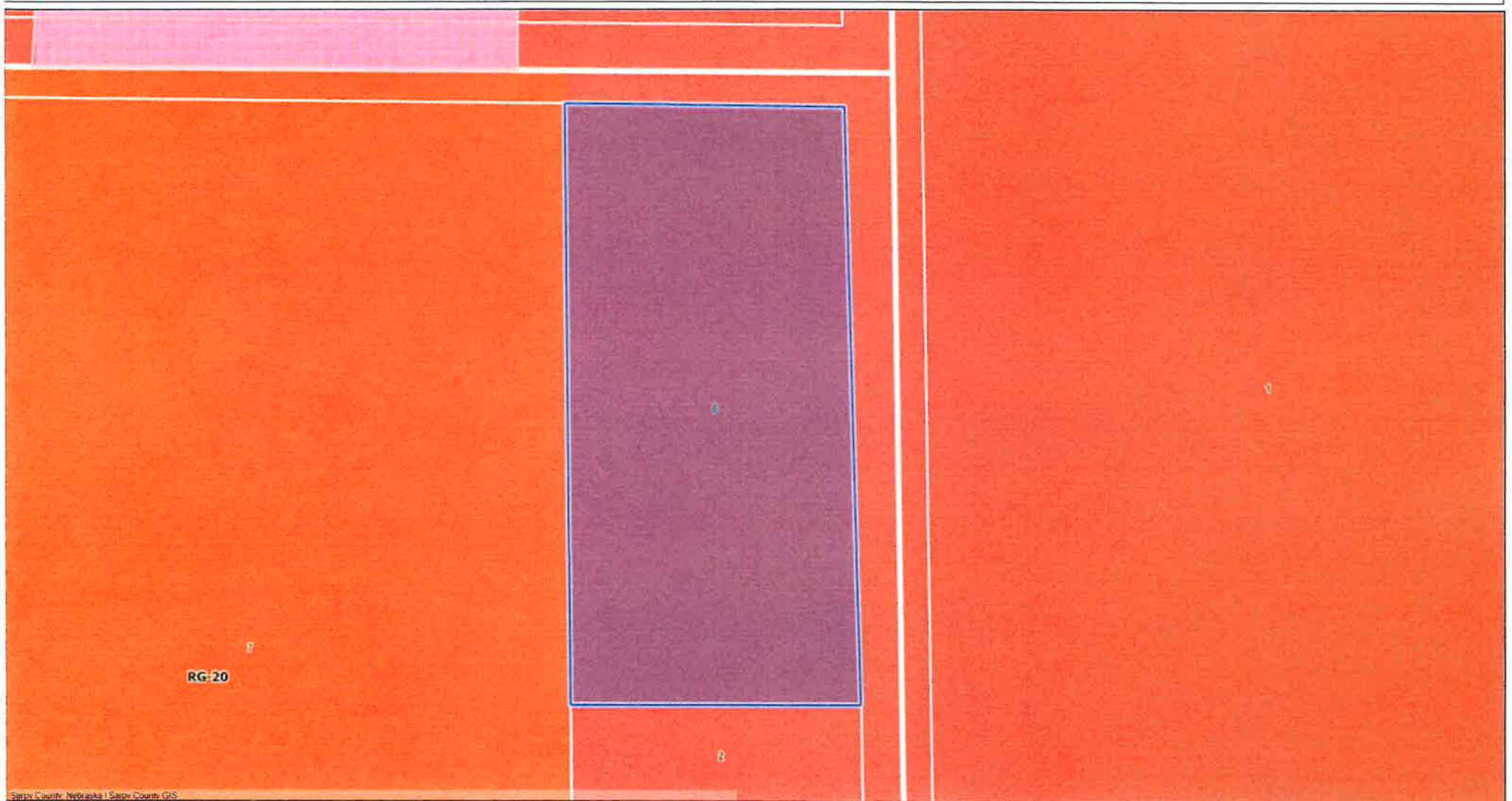
1. Vicinity Map/Zoning Map
2. 2024 GIS aerial photo of the property
3. Site plan received September 17, 2025
4. Landscape plan (to include playground area detail) received September 12, 2025
5. Zoning Justification letter from Brent Beller received September 2, 2025
6. -PS Zoning Justification letter from Brent Beller received September 2, 2025

**VII. COPIES OF REPORT TO:**

1. Great Lakes Capital – Gary Vizioli
2. Fullenkamp Jobeun Johnson & Beller LLP - Brent Beller
3. Ehrhart Griffin & Associates – Terry Morrison
4. Public Upon Request

  
Assistant Planning Manager

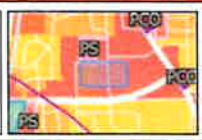
 09/30/2025  
Planning Director                      Date of Report



Map Scale 1: 900



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Notes



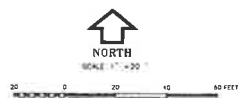
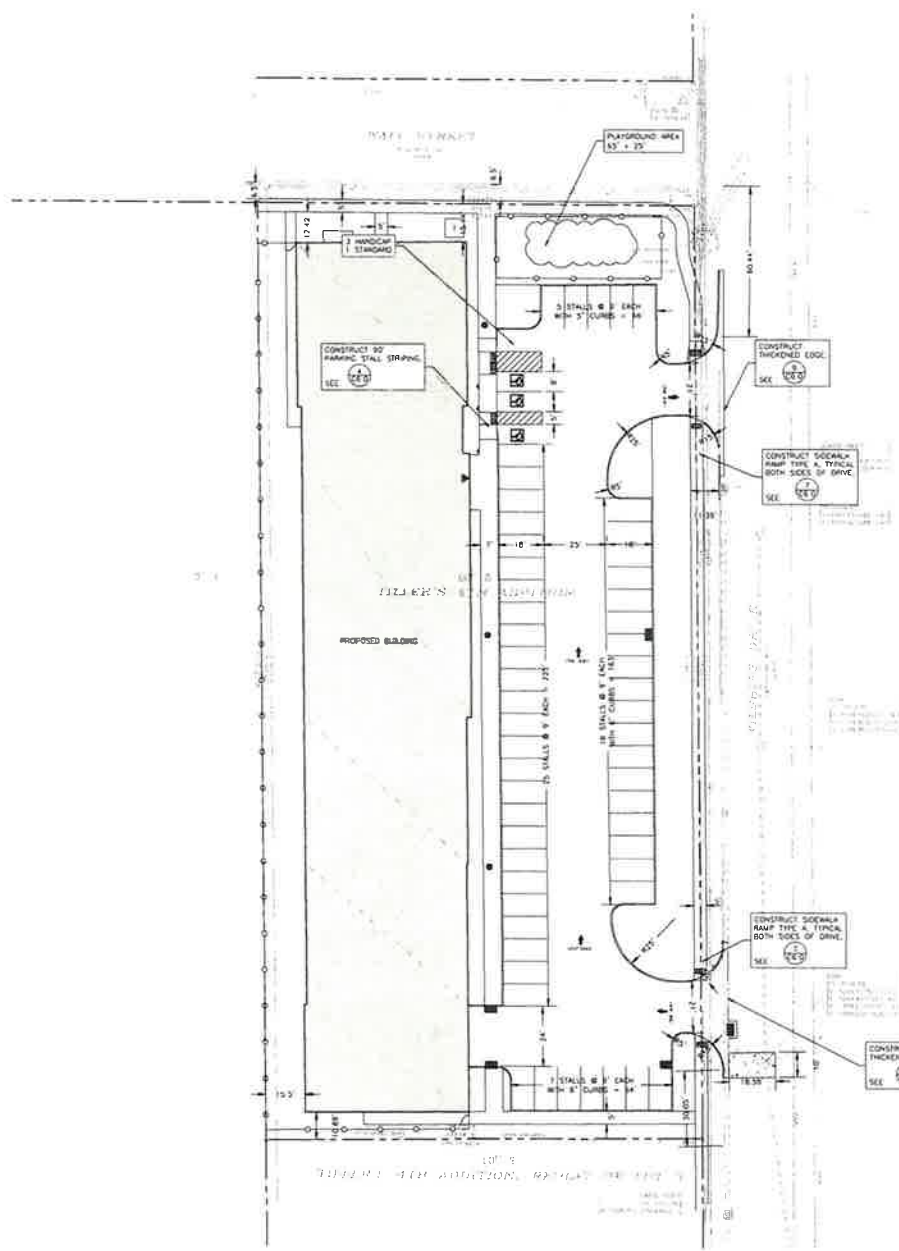
Map Scale 1: 900



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Notes



NOTE:  
UNDERGROUND UTILITY LOCATIONS SHOWN ARE FROM SUPPLIERS PROVIDED TO US FROM STREET OWNERS. PRIVATE COMPANIES ARE RESPONSIBLE FOR VERIFYING THE ACCURACY OF THIS INFORMATION. ONLY A QUALIFIED CONTRACTOR SHOULD CONDUCT A UTILITY LOCATOR SURVEY PRIOR TO DIGGING.

LEGEND

- - - - - PROPERTY LINE
- PROPOSED 9" P.C.C. PAVEMENT SEE (SEE 1)
- WITH INTEGRAL CURB, SEE (SEE 2) (SEE 3)
- PROPOSED 5" P.C.C. SIDEWALK PAVEMENT SEE (SEE 4)
- ▲ PROPOSED BUILDING PROGRESS/EGRESS
- - - - - PROPOSED FENCE
- PROPOSED BOLLARDS

NOTES:

1. REFER TO ARCHITECTURAL PLANS FOR BUILDING DIMENSIONS. THE CONTRACTOR SHALL ADJUST THE BUILDING LOCATIONS AS NECESSARY TO ACCOMMODATE THE FEATURES ON THE SITE AND MAINTAIN SETBACK REQUIREMENTS. THE CONTRACTOR SHALL ADJUST HIS SUBGRADE PREPARATION BASED ON THE DIMENSIONS OF THE BUILDING PROVIDED BY THE ARCHITECT.
2. CONTRACTOR SHALL CONTACT D'RHAMPT GRIFFIN & ASSOCIATES (402) 561-0631 FOR COORDINATE FILE FOR CONSTRUCTION STAKING. IT IS THE CONTRACTORS RESPONSIBILITY TO VERIFY ALL PROPERTY LINES AND DIMENSIONS BEFORE BEGINNING CONSTRUCTION OF ANY IMPROVEMENTS. CONTRACTOR SHALL VERIFY THAT BUILDING SETBACK DIMENSIONS MEET ALL APPLICABLE LOCAL AND STATE BUILDING AND FIRE CODES.
3. PROVIDE EXPANSION JOINTS AT ALL LOCATIONS WHERE PAVEMENT ABUTS BUILDING.
4. THE CONTRACTOR WOULD BE REQUIRED TO INSTALL CITY OF OMAHA APPROVED CAST IRON DETECTABLE WARNING PANELS FOR WHEELCHAIR RAMP INSERTS ALONG WITH 3/8" INCH EXPANSION JOINT MATERIAL. JOINTS WOULD NEED TO BE SEALED WITH A HOT APPLIED TYPE 2 SEALANT OR A POLYURETHANE, SILICONE OR EPDM/SILICONE LIQUID MATERIAL MEETING ASTM D5893.

PARKING STALL COUNT	
STANDARD STALLS	3
ADA STALLS	1
PARKING GARAGE	6
<b>TOTAL STALLS</b>	<b>10</b>
36 STALLS @ 78 SQ. FT.	2808 SQ. FT.
1161 SQ. FT. OF OPEN SPACE	1161 SQ. FT.
1163 SQ. FT. PROVIDED	1163 SQ. FT.

AGENCY APPROVAL

ALLEY POYNER  
MACCHIETTO  
ARCHITECTURE

100% DD SUBMITTAL  
NOT FOR CONSTRUCTION  
07/11/2025

RECEIVED  
SEP 17 2025  
PLANNING DEPT.

REVISION DATE  
Project Number: 25010  
Date: 07 11 2025  
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SITE LAYOUT PLAN

C1.1

PLANT SCHEDULE

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	REMARKS
<b>TREES</b>							
(Symbol)	101	2	Fraxinus velutina 'P'	White-Barked Paper Birch	8.5	2' GA	
(Symbol)	102	2	Malus baccata 'Red Pursh'	Red-Barked Apple	8.5	2' GA	
(Symbol)	103	2	Malus baccata 'Red Pursh'	Red-Barked Apple	8.5	2' GA	
(Symbol)	104	2	Malus baccata 'Red Pursh'	Red-Barked Apple	8.5	2' GA	
(Symbol)	105	2	Malus baccata 'Red Pursh'	Red-Barked Apple	8.5	2' GA	
(Symbol)	106	2	Malus baccata 'Red Pursh'	Red-Barked Apple	8.5	2' GA	
(Symbol)	107	2	Malus baccata 'Red Pursh'	Red-Barked Apple	8.5	2' GA	
(Symbol)	108	2	Malus baccata 'Red Pursh'	Red-Barked Apple	8.5	2' GA	
(Symbol)	109	2	Malus baccata 'Red Pursh'	Red-Barked Apple	8.5	2' GA	
(Symbol)	110	2	Malus baccata 'Red Pursh'	Red-Barked Apple	8.5	2' GA	
<b>ORNAMENTAL TREES</b>							
(Symbol)	111	2	Amelanchier canadensis	Red-Barked Apple	8.5	2' GA	
(Symbol)	112	2	Amelanchier canadensis	Red-Barked Apple	8.5	2' GA	
(Symbol)	113	2	Amelanchier canadensis	Red-Barked Apple	8.5	2' GA	
(Symbol)	114	2	Amelanchier canadensis	Red-Barked Apple	8.5	2' GA	
(Symbol)	115	2	Amelanchier canadensis	Red-Barked Apple	8.5	2' GA	
(Symbol)	116	2	Amelanchier canadensis	Red-Barked Apple	8.5	2' GA	
(Symbol)	117	2	Amelanchier canadensis	Red-Barked Apple	8.5	2' GA	
(Symbol)	118	2	Amelanchier canadensis	Red-Barked Apple	8.5	2' GA	
(Symbol)	119	2	Amelanchier canadensis	Red-Barked Apple	8.5	2' GA	
(Symbol)	120	2	Amelanchier canadensis	Red-Barked Apple	8.5	2' GA	
<b>SHRUBS</b>							
(Symbol)	201	2	Amelanchier canadensis	Red-Barked Apple	4.5	2' GA	
(Symbol)	202	2	Amelanchier canadensis	Red-Barked Apple	4.5	2' GA	
(Symbol)	203	2	Amelanchier canadensis	Red-Barked Apple	4.5	2' GA	
(Symbol)	204	2	Amelanchier canadensis	Red-Barked Apple	4.5	2' GA	
(Symbol)	205	2	Amelanchier canadensis	Red-Barked Apple	4.5	2' GA	
(Symbol)	206	2	Amelanchier canadensis	Red-Barked Apple	4.5	2' GA	
(Symbol)	207	2	Amelanchier canadensis	Red-Barked Apple	4.5	2' GA	
(Symbol)	208	2	Amelanchier canadensis	Red-Barked Apple	4.5	2' GA	
(Symbol)	209	2	Amelanchier canadensis	Red-Barked Apple	4.5	2' GA	
(Symbol)	210	2	Amelanchier canadensis	Red-Barked Apple	4.5	2' GA	
<b>GROUND COVERS</b>							
(Symbol)	301	2	Amelanchier canadensis	Red-Barked Apple	4.5	2' GA	

GRASSES AND PERENNIALS (SUN - 1 GAL.)  
 1. Number of quantity from this quantity  
 2. Number of quantity from this quantity  
 3. Number of quantity from this quantity  
 4. Number of quantity from this quantity  
 5. Number of quantity from this quantity  
 6. Number of quantity from this quantity  
 7. Number of quantity from this quantity  
 8. Number of quantity from this quantity  
 9. Number of quantity from this quantity  
 10. Number of quantity from this quantity

GRASSES AND PERENNIALS (SHADE - 1 GAL.)  
 1. Number of quantity from this quantity  
 2. Number of quantity from this quantity  
 3. Number of quantity from this quantity  
 4. Number of quantity from this quantity  
 5. Number of quantity from this quantity  
 6. Number of quantity from this quantity  
 7. Number of quantity from this quantity  
 8. Number of quantity from this quantity  
 9. Number of quantity from this quantity  
 10. Number of quantity from this quantity

LANDSCAPE NOTES

1. LOCATE UTILITIES PRIOR TO COMMENCING LANDSCAPE OPERATIONS. TREES SHALL BE FIELD POSITIONED AS TO AVOID CONFLICTS WITH EXISTING AND PROPOSED UTILITIES. NOTIFY LANDSCAPE ARCHITECT AND OWNER OF CONFLICTS OR OBSTRUCTIONS.
2. CONTRACTOR SHALL STAKE PLANTING AREAS IN THE FIELD PRIOR TO PLANTING FOR APPROVAL OF THE OWNER OR THEIR REPRESENTATIVE.
3. CONTRACTOR SHALL VERIFY PLANT QUANTITIES PRIOR TO PLANTING. DISCREPANCIES WITH THE PLAN SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT. THE PLAN QUANTITIES SHALL SUPERSEDE SCHEDULED QUANTITIES.
4. PLANT MATERIAL SHALL BE SPECIMEN QUALITY AND SHALL COMPLY WITH RECOMMENDATIONS AND REQUIREMENTS OF ANSI A87.1 THE AMERICAN STANDARD FOR NURSERY STOCK.
5. PLANTING BEDS SHALL BE FRENCH EDGED PER THE PLANS.
6. PREPARE PLANTING BEDS AND INCORPORATE AMENDMENTS ACCORDING TO SPECIFICATIONS.
7. DOUBLE GROUND HARDWOOD MULCH PER SPECIFICATIONS SHALL BE USED AS A THREE INCH (3") TOP DRESSING IN PLANTING BEDS. PLANT MASSING AND AROUND TREES AS SPECIFIED ON PLANS. SINGLE TREES AND SHRUBS SHALL BE MULCHED TO THE OUTSIDE EDGE OF THE SAUCER OR LANDSCAPE ISLAND.
8. TREES SHALL BE STAKED AND QUAYED PER DETAIL AND SPECIFICATIONS.
9. THE LANDSCAPE CONTRACTOR SHALL NOT COMMENCE WORK UNTIL THE SITE IS FREE OF DEBRIS CAUSED BY ONGOING CONSTRUCTION OPERATIONS. REMOVAL OF DEBRIS SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR. LANDSCAPE WORK SHALL NOT BEGIN UNTIL THE LANDSCAPE ARCHITECT AND OWNER HAVE GIVEN WRITTEN APPROVAL FOR SUCH THERE SHALL BE NO DELAYS DUE TO LACK OF COORDINATION FOR THIS ACTIVITY.
10. THE LANDSCAPE ARCHITECT AND/OR OWNER'S REPRESENTATIVE SHALL APPROVE FINE GRADING AND CONDITION OF SITE PRIOR TO SODDING AND/OR SEEDING OPERATIONS.
11. REFERENCE SPEC SECTION 3308B AND 3309B FOR MAINTENANCE AND DURABILITY REQUIREMENTS.

SOIL PREPARATION NOTES:

1. AREAS TO RECEIVE SOIL PREPARATION DEEP CULTIVATION PER SPECIFICATION SECTION 320115.
- 1.1 ALL AREAS DESIGNATED FOR TURFGRASS SEEDING OR SODDING THAT WERE AREAS FOR STORAGE, STOCKPIILING, OR RECEIVED HEAVY EQUIPMENT OR REPEATED COMPACTION DUE TO MOVEMENT OF SUCH EQUIPMENT, WHEELS OR MATERIALS.
- 1.2 ALL SHRUB AND PERENNIAL PLANTING BEDS.
- 1.3 ALL TREE PLANTING AREAS.
2. CONTRACTOR SHALL PROVIDE SOIL TESTING OF STOCKPILED SOIL TO CONFIRM SUITABLE FOR FINAL PLACEMENT ACROSS THE SITE. IF NEEDED SUITABLE TOPSOIL SHALL BE IMPORTED MEETING SPECIFICATION REQUIREMENTS.

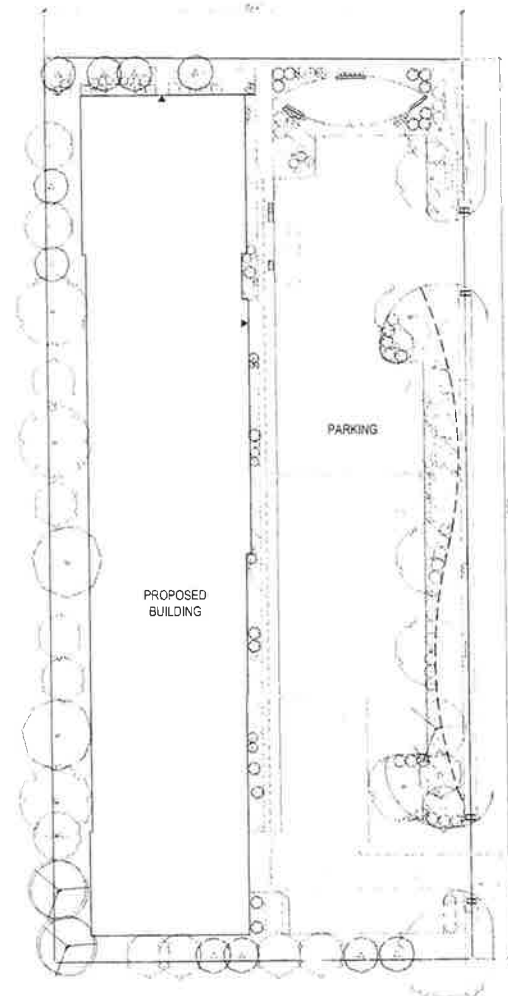
TOP SOIL DEPTH:

TURF SEED / SOD AREAS - 8" MIN. DEPTH  
 PLANTING BEDS - 12" MIN. DEPTH  
 TREE PLANTING AREAS - 18" MIN. DEPTH (ON DEPTH OF TREE ROOTBALL WHICHEVER IS GREATER)  
 TOPSOIL SHALL BE FREE OF DEBRIS (ROCKS LIMBS TRASH ETC.) GREATER THAN 2" IN SIZE IN ANY DIMENSION.

RG-8 - ZONING - LANDSCAPING REQUIREMENTS

CODE	R O W FRONTAGE	REQUIREMENT	PROVIDED
R-10	STREET	LANDSCAPING	
R-10	STREET	LANDSCAPING	
R-10	STREET	LANDSCAPING	
R-10	STREET	LANDSCAPING	
R-10	STREET	LANDSCAPING	
R-10	STREET	LANDSCAPING	
R-10	STREET	LANDSCAPING	
R-10	STREET	LANDSCAPING	
R-10	STREET	LANDSCAPING	
R-10	STREET	LANDSCAPING	

1. LANDSCAPE DESIGN REQUIREMENTS TO ALLOW STREET TREES TO MEET THE TOTAL REQUIRED TREE QUANTITY AND FULLY MET SPACE AVAILABLE FOR TREE PLANTING.  
 2. LANDSCAPE DESIGN REQUIREMENTS TO ALLOW STREET HARD LANDSCAPE TO MEET THE TOTAL REQUIRED SHRUB QUANTITY DUE TO LIMITED SPACE AVAILABLE FOR SHRUB PLANTING.



OVERALL LANDSCAPE PLAN 01

RECEIVED  
 SEP 12 2025  
 PLANNING DEPT.

AGENCY APPROVAL



ALLEY POYNER  
 MACCIETTO  
 ARCHITECTURE  
 88 Columbia of Baltimore, CA 21202  
 Phone: 410 583 9482

100% DD  
 SUBMITTAL

REVISION	DATE
Project Number	25010
Date	09 11 2025
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OVERALL LANDSCAPE PLAN

L 1.0

RECEIVED  
 SEP 12 2025  
 PLANNING DEPT.

The Wilshire  
 Great Lakes Capital

1724 Wilshire Dr.  
 Bellevue, NE 68005



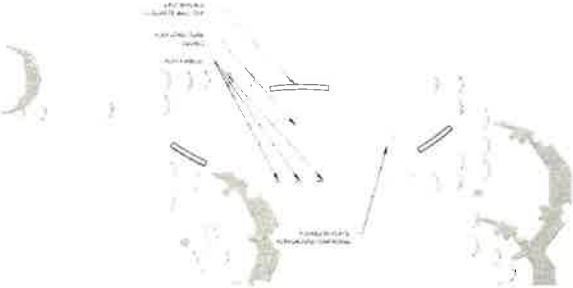
PLAY PANEL  
 MODEL 345299  
 MANUFACTURER: LANDSCAPE STRUCTURE



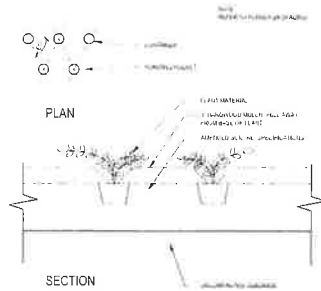
PLAY STRUCTURE  
 MODEL WALLHOLLA 7  
 MANUFACTURER: GORIC



CONCRETE SEAT WALL



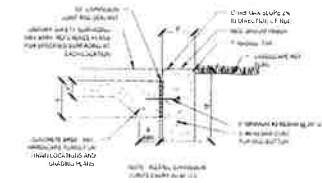
ENLARGED PLAYGROUND AREA 08



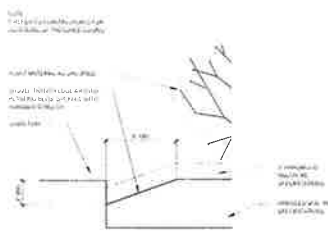
CONTAINER PLANTING 07



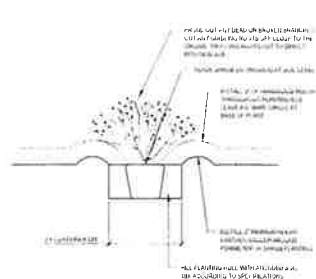
PLAYGROUND SURFACING 06



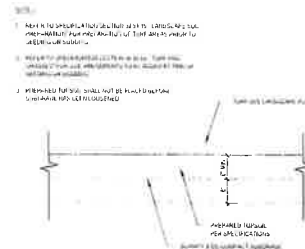
THICKENED EDGE DETAIL 05



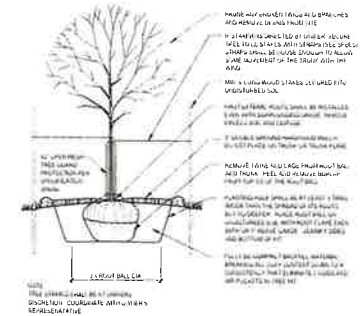
TRENCH EDGE 04



SHRUB PLANTING 03



FESCUE SOD 02



DECIDUOUS TREE PLANTING 01

AGENCY APPROVAL



ALLEY POYNER  
 MACCHIETTO  
 ARCHITECTURE  
 NE Corbin Ave. of Columbus, CA 0433  
 Phone: 402.341.0122

100% DD  
 SUBMITTAL

REVISION	DATE
Project Number	25010
Date	09.11.2025
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LANDSCAPE DETAIL

L2.0



FULLENKAMP  
JOBEUN  
JOHNSON &  
BELLER LLP

JOHN H. FULLENKAMP  
LARRY A. JOBEUN  
MARK B. JOHNSON  
BRENT W. BELLER  
ROBERT T. GRIFFITH

September 2, 2025

RECEIVED

SEP 02 2025

PLANNING DEPT.

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

RE: The Wilshire – Zoning Justification Letter

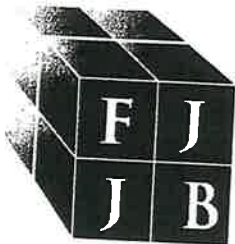
To Whom It May Concern,

We are outside legal counsel for Great Lakes Capital in connection with their proposed development of the real property located 1724 Wilshire Drive, Bellevue, Nebraska. Great Lakes Capital proposes to develop the 1.49-acre site into a 80-unit low-income multi-family residential apartment building. The project encompasses all of Lot 6 Tiller's 4th Addition, which is currently zoned "BG". In connection therewith, Great Lakes Capital is requesting to rezone the subject property to RG-8, with a PS Overlay, in compliance with the City of Bellevue's zoning ordinance, provided, that, the applicant will request a waiver to the density requirements, as referenced in the actual zoning application.

We appreciate the City of Bellevue's consideration of our application, and with this rezoning request, Great Lakes Capital will be able to develop and construct much-needed low-income housing that will provide affordable housing options for the residents of Bellevue.

Thank you.

Brent W. Beller, Esq.



FULLENKAMP  
JOBEUN  
JOHNSON &  
BELLER LLP

JOHN H. FULLENKAMP  
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September 2, 2025

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SEP 02 2025

PLANNING DEPT.

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

RE: The Wilshire – PS Overlay

To Whom It May Concern,

We are outside legal counsel for Great Lakes Capital in connection with their proposed development of the real property located 1724 Wilshire Drive, Bellevue, Nebraska. Great Lakes Capital proposes to develop the 1.49-acre site into a 80-unit low-income multi-family residential apartment building. The project encompasses all of Lot 6 Tiller's 4th Addition, which is currently zoned "BG". In connection therewith, Great Lakes Capital is requesting to rezone the subject property to RG-8, with a PS Overlay, in compliance with the City of Bellevue's zoning ordinance. Per Section 5.17.03, a justification for the PS Overlay request needs to meet one of the subsections of Section 5.17.03. The proposed project proposes to develop a "work force housing" multi-family residential project, that is truly affordable.

Subsection (1) of 5.17.03 provides that "proposed modification of the primary district regulations as to platting of lots and space limits will be in the public interest and in harmony with the purpose of this ordinance, and will not adversely affect nearby properties". Without question, the City of Bellevue, along with the surrounding metro area, are desperately seeking to provide more affordable housing options to the residents of Bellevue. In addition, in order to serve all resident's needs, including those with children, units with multiple bedroom options is a must. This project is one of very few multifamily projects that is considered truly "affordable" (with the utilization of low-income tax credits), and also offers both three and four bedroom units. Having this sort of unit mix is serving a public interest. Further, the surrounding neighbors are also undertaking residential uses (west of the parcel), and to the south is an optical doctor practice that may actually benefit from the development, as it is likely that many residents will be interested in walking next door for their optical needs.

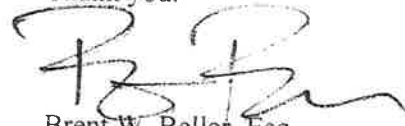
Subsection (2) of 5.17.03 speaks to the configuration of the parcel in question. The parcel in question has remained vacant and un-developed for the better part of 20 years. The parcel has been listed for sale for almost 25 years. Part of the reason this parcel has remained undeveloped is that the parcel is constrained site (1.49 acres), which makes commercial and residential develop difficult, meaning, the developer must be able to utilize as much of the site as is possible. Further the topography of the site slopes hard to the west and south, which further compounds the amount of land that is available for development. The PS overlay allows for the necessary modifications to the zoning code (parking and density) for a development like the proposed to be feasible.

Subsection (3) of 5.17.03 speaks to new and innovative planning methods that further serve public interest. As stated above this development provides a range of affordable housing options, which will directly benefit the public with the addition of much needed workforce housing. Further, the costs for a project of this scale are the exact same as a market rate project, BUT the rents for this project are far below market rental rates. This development will utilize 4% low-income taxable bonds, sponsored by NIFA. In order to meet the debt service on the 4% bonds, the project must have at least 80 units in order for the project to meet the required bond debt service coverage. Originally the development proposed 120+units, but in discussions with the City the developer was able to lower the unit count to 80 units, which is the lowest amount of units that will be able to meet the debt service coverage requirements. By pursuing and utilizing the low-income tax credit program, the developer will continue to meet and benefit the public by providing truly affordable workforce housing.

Subsection (4) of 5.17.03 speaks to the PS request not being for "convenience, profit or caprice". The developer's interest in this parcel is simply based on the need to provide for workforce housing at price point and location that makes sense on all levels. Developer's that undertake true "affordable" housing projects have the same costs as market rate projects. It is imperative that the developments like the Wilshire find locations that are fairly priced, because again, costs will always be factor in providing affordable housing. As such, a constrained parcel like this one offers the developer an opportunity to have a lower basis in the land, and then offset that lower land price with increased amenities for the actual above ground improvements. With a smaller parcel like this one, the PS overlay allows for flexibility on zoning standards like density and parking. There are easier parcels to develop, but those parcels are often not located in an areas where the targeted residents may intend to work, live or go to school. Those other parcels also are priced at higher premium which add with the high costs of construction would not allow this project to remain "affordable" under the guidelines of NIFA, and the low-income tax credit program.

We appreciate the City of Bellevue's consideration of our application, and with this rezoning request, Great Lakes Capital will be able to develop and construct much-needed low-income housing that will provide affordable housing options for the residents of Bellevue.

Thank you.



Brent W. Beller, Esq.

ORDINANCE NO. 4199

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF BELLEVUE, NEBRASKA, AS PROVIDED FOR BY ARTICLE 3 OF ORDINANCE NO. 4146 BY CHANGING THE ZONE CLASSIFICATION OF LAND LOCATED AT OR ABOUT 1724 WILSHIRE DRIVE, 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. 4146 is hereby amended to change the zone classification of the following described parcel of land:

Lot 6, Tiller's 4<sup>th</sup> Addition, located in the Northeast 1/4 of Section 35, T14N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska

From BG (General Business District) to RG-8-PS (General Residential District, 800 square feet per unit, Planned Subdivision Overlay)

(Ehrhart Griffin & Associates)

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

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

ADOPTED by the Mayor and City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

APPROVED AS TO FORM:

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

ATTEST

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

\_\_\_\_\_  
Mayor

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

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

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

Thomas and Cheryl Powell  
1803 Hillcrest Drive  
Bellevue, NE 68005

September 1st, 2025

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

Dear Ms. Palm,

My husband and I have lived in the Freedom Village community, an active 55+ living situation, since March 2024. We have embraced the Village and Bellevue communities. The area is mostly quiet and easily accessible for our needs.

We are concerned that will change, not for the better, if the Wilshire project goes forward. From just eyeballing it, the land does not appear to be able to host a 5 story structure and all the parking space that it will require. A rough calculation is that 96 apartments with several multi-bedroom units will need more than the 72 parking spaces that we understand will be built under the apartment building. Most American families have at least 2 cars, if there are teen drivers in the family there are probably more. At a minimum, it appears that 180 parking spaces will be needed. Is the developer planning on the tenants parking on the streets? Will the tenants see our parking lot which is for our community's residents and guests as their option? If the tenants use the parking lot of the businesses on the corner of Wall Street and Wilshire, will the business owners be okay with that? Or the City of Bellevue's lot?

Currently Wall Street is not very busy, which is good for the senior drivers living in Harmony Court as well as Freedom Village, not to mention the senior drivers from Hillcrest Rehab Center. According to the drawing in the Redevelopment Plan Exhibit B, an entrance/exit is on Wall Street. How much will that increase traffic on Wall Street? It is a rare day when someone in the Hillcrest Rehab Center doesn't need the rescue squad. When the fire truck and ambulance are there during the day, traffic is held up at times because the rescue vehicles have to park in the street. Will our first responders be put at risk by anxious drivers trying to squeeze by to get out of the neighborhood?

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SEP 03 2025  
PLANNING DEPT.

Will the city be putting in a traffic light at the intersection of Harlan Drive and Hillcrest Drive? Or one at Wilshire and Harlan? During daylight hours, with so few west bound drivers obeying the posted speed limit of 35 mph, trying to turn left (east) at those intersections is a challenge, with the extra traffic it will become nearly impossible. People in our communities use Wall Street to access Galvin because of the difficulty of turning left (east) onto Harlan Drive, if Wall Street is blocked, people will have to go blocks out of their way to even get to the grocery store (Family Fare).

According to the proposal, the developer has planned a playground, however on the Exhibit B drawing there is no playground shown. It appears that the building will be butted up against the property line with our community as well as the Bellevue Vision Center's property line, with the rest of the space devoted to drive ways and parking lot. The proposal also stated that their estimate is of 43 children (unless they plan to artificially limit the number of children who can live in their facility, they are seriously short in their estimate. With current code/law if there is a 4 bedroom apartment, there could be up to 6 children in that home). Where are these children going to play? In the green space in our community or in the green space around Harmony Court? What if one of the kids falls off the 15' wall that separates our community from the Wilshire lot? In our community we have a fire pit in the center that doesn't have any mechanism to prevent its operation. What happens if an unsupervised tween/teen from the Wilshire project starts our fire pit and immolates themselves or someone else? Is the city prepared for that kind of publicity?

We understand the desire to have that lot be productive. Has the City courted any other senior living company, such as Hillcrest, to develop that space? A smaller complex dedicated to disabled yet independent people? How about disabled veterans' community apartments?

Thank you for considering our concerns,



Thomas and Cheryl Powell



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SEP 03 2025  
PLANNING DEPT.

Tammi Palm, Planning Director  
City of Bellevue Planning Department  
1510 Wall St.  
Bellevue, NE 68005

Subject: Proposed Redevelopment Plan for Lot 6, Tiller's Addition

Ms. Palm,

I am a resident of Hillcrest's Freedom Village. I am writing to you to voice my objection to this lot being used for the above plan. I am concerned the number of residents living there will be a disruption to our senior living area. We enjoy a quiet, safe area. Those qualities are what brought me to this facility.

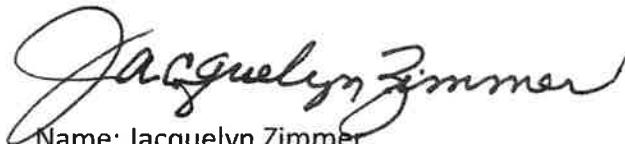
This plan would greatly increase vehicle and pedestrian traffic around the streets and residential areas creating safety concerns. This block currently is comprised of senior housing, agencies supporting seniors, an optometrist and an auto parts store. This leaves a very small 1.5-acre lot on which to build. The closest elementary school is a 14-minute walk, and the closest public park is a 12-minute walk. Both are either along or across busy Highway 370.

The document I have read indicates a 5-story, 96 apartment building will be built with 72 of them multi-bedrooms on a 1.5-acre lot. This indicates 300 plus people could be living there. That is a great number of people living in a small footprint. The developer indicates up to 43 elementary age children could be accommodated. Why do they think only elementary age children will be there? I think all minors, regardless of age, will be living there. It looks like upwards of 3 times that many children could be there. I feel the number of children playing in a small play area would be very noisy. The playground indicated in the plan is clearly planned for small children, what about the tweens and teens? I am concerned our open green area would be an attractive draw to a serene area meant for a 55+ Senior Retirement community.

The safety and security of the 56 families already living here would be jeopardized. The well-being, safety and security of the 96 families slated for this 5-story apartment building would also be jeopardized. Upwards of 300 people is entirely too dense a population for a 1.5-acre lot.

This plan is not a good fit for this area. Better use might be less-dense, income-based, affordable 55+ housing.

Thank you in advance for considering my concerns,



Name: Jacquelyn Zimmer  
Address: 1805 Hillcrest Dr. Bellevue NE 68005  
Telephone # 402-297-0914

RECEIVED  
SEP 03 2025  
PLANNING DEPT.

Dear Tammi Palm (Planning Director,)

I moved to Bellevue (Freedom Village) in 2023. I left a very hard South Omaha neighborhood.

Being a widow I feel safe here, I can go out at night walk my dog, which I dare not do in my last neighborhood.

I hope the Wilshire Development does not go through. The neighborhood will change drastically.

Silvia Maron  
1807 Hillcrest Dr.  
Bellevue, Ne, 68005

RECEIVED

AUG 14 2025

PLANNING DEPT.

Tammi Palm, Planning Director  
City of Bellevue Planning Department  
1510 Wall St.  
Bellevue, NE 68005

Subject: **Proposed Redevelopment Plan for Lot 6, Tiller's Addition**

Ms. Palm,

My name is Elaine Mausbach. I am a resident of Hillcrest's Freedom Village. I love living in Bellevue, in Freedom Village, and in Sarpy County. I have become aware of the proposed building project on the empty lot which is directly adjacent to the lot upon which Freedom Village is located. I believe the proposed plan has been brought before your planning department for approval. As a resident of Bellevue, I strongly voice my objection to the plan and ask that your decision would be to **vote no** against the proposed plan for Lot 6, Tiller's Addition.

As a resident, I would like to submit my reasons for asking this redevelopment proposal to be denied because the completion of such would greatly impact me personally:

I would be less confident in my choice to move to a Bellevue and Freedom Village apartment. Rather than the quiet and secure over 55 independent facility, the proposed project would certainly threaten to disrupt the peace and security of Freedom Village. I would have to move.

With a 96 apartment building for family housing adjacent to Freedom building property, the probable and possible population on Lot 6 apartments could reasonably exceed 400 plus residents. That is calculated on two adults per unit and two children. Reality is that it could greatly exceed my 400 estimate. (It would not matter if the plans were for affordable family or luxury apartments. IMO, the lot is too small to accommodate that number of people, parking spots, green area, and playgrounds.) IMO, that would be population overload. Freedom sits on a lot four times the size of Lot 6. FV has a very nice courtyard area for seniors to enjoy. For Lot 6 residents, it might look like an open invitation to invade the private courtyard area of Freedom village. As an 83 yr old resident, I do not have the skills necessary to avoid getting out of the way of skate boards, bikes, footballs, or energized kids. Falls would happen.

Also, the solution to that risk exposure cannot be as simple as signage, fences, etc. because we live in a culture where reasonable solutions do not exist.

The safety and security of the 56 families already living here would be jeopardized.

Thank you for considering my concerns and I respectfully ask that you would vote down the Proposed Redevelopment Plan for Lot 6, Tiller's Addition.

Respectfully, *Elaine M. Mausbach*

Name Elaine M. Mausbach

Address 1821 Hillcrest Drive, Apt. 407, Bellevue, NE

Telephone # 531-999-2305

RECEIVED  
AUG 15 2025  
PLANNING DEPT.

August 27, 2025

**Low-income/High Density Housing Development Protest Letter**

RECEIVED

AUG 28 2025

**Planning Commission**

PLANNING DEPT.

Our names are Mike and Carol Catherall and we live in Freedom Village. We are writing to you to protest against the potential development of a 96 unit low-income/high density apartment complex known as The Wilshire located on the southwest corner of Wilshire Drive and Wall Street. We have several concerns regarding this property.

We moved to Freedom Village about two and one-half years ago seeking a new home where we, as seniors, could interact with others of our age and enjoy the quiet and safe environment that the Village provides. This environment is now threatened by the proposed development with a large influx of people; upwards of 300 residents and 50+ children of elementary school age. Those children have no adequate place to play or socialize. The nearest school and park are a long walk away and across a very busy street. And why only elementary age? Surely there will be children of middle school and high school age. These children have very different needs regarding their free time. Our large, open central area with a fire pit and grill will be an attractive place for children which will lead to a large disruption to the environment of our senior community. The large increase in vehicular traffic on Wilshire Drive will only add to that disruption.

The number of units in the proposed complex will result in a very dense environment with inadequate parking even with the proposed underground garage. A parking overflow on to both Wilshire and Wall streets is very likely. Neither of these streets were built to accommodate a large number of parked cars in a safe manner. The lack of facilities for children may also lead to their presence on both streets. Given that Wilshire is one of two exits for the police from their station, it presents a potentially very unsafe condition for both the police and pedestrians.

The plan lacks the specificity needed to make an informed decision. There are many benefit claims made with no supporting analysis. Examples are growing needs of employers, positive impact in the immediate area, continuing to add viability to the area, a positive impact of foot traffic and increased employment opportunities. There are more.

In summary, the proposed development does not seem to be a very good fit for the area. A close examination would reveal there are few advantages and many negatives. Bellevue has several undeveloped areas that would be a better location for this proposal. We are asking for non-approval of this plan.

Thank you for your consideration.

*Mike Catherall*

*Carol Catherall*

Mike and Carol Catherall

CC: Mayor Hike, Councilman McCaw, City Administrator Ristow, Planning Commission

Tammi Palm, Planning Director  
City of Bellevue Planning Department  
1510 Wall St.  
Bellevue, NE 68005

Subject: Proposed Redevelopment Plan for Lot 6, Tiller's Addition

Ms. Palm,

I am writing in opposition to the above redevelopment plan. We moved to Freedom Village in June 2023 because it offered a safe, secure, maintenance free living situation.

I am concerned that with the number of residents living in the proposed building there will be a disruption to this senior living area. The plan calls for a 5 story 96-unit apartment building with underground parking, a clubhouse, a playground and other amenities on a 1.5-acre lot. Based on the number of units and bedrooms this would mean between 300 and 400 residents. This would include at least 43 children (per proposal) and more than likely 200+ school age (elementary to high school) children and other minors. That is a great number of people living in a very small footprint. This would greatly increase vehicle and pedestrian traffic around the streets and residential areas creating safety concerns.

This block currently is comprised of senior housing, agencies supporting seniors, an optometrist, and an auto parts store but no amenities for children. The small play area for the proposed site is for small children and with the number of children it is meant to accommodate would be very noisy. But there will also be older children living in the proposed apartment building. The closest elementary school is a 14-minute walk and the closest public park is a 12-minute walk. Both are either along or across busy Highway 370. I am concerned our open green area meant for a 55+ Senior Retirement Community, would be an attractive draw to the children, elementary-age and teenagers alike, who will be living in the new building, compromising our safety and disrupting the serenity of our environment.

The safety and security of the people living in this area and the 96 families slated for the new building would be jeopardized. Upwards of 300 or more people is entirely too dense a population for a 1.5-acre lot.

This plan is not a good fit for this area. Better use might be less-dense, income-based, affordable 55+ housing

Thank you in advance for considering my concerns,



Beth Mincer  
1817 Hillcrest Dr  
Bellevue, NE 68005

Tele # (402) 659-8714

RECEIVED  
AUG 25 2025  
PLANNING DEPT.

24 August 2025

Planning Committee,

I am Carol Catherall and I live at 1819 Hillcrest Dr. in Freedom Village. I've been here for 2.5 years and love it. I cannot think of a single good thing about putting a high impact apartment building next to us. Our 28 unit apartment building is on a lot about the same size as the projected 96 unit building.

Most of us are long time Bellevue residents and it seems that the city does not care about us at all. Also, Hillcrest is the second largest employer in Bellevue. Why put this next to their campus for old people.

But as a mother and teacher, my main worry is about any children who might live there. We see how fast the police go down Wilshire on emergency calls. This is certainly nothing against the Bellevue police. I've had nothing but good interaction with them. That many cars and people will slow them down. I'm afraid that children will be on bicycles or run to see police cars and there will be a tragedy.

All of us in Freedom Village will certainly appreciate any help you can give to prevent the building being located on Wilshire.

Thank you,

*Carol Catherall*

Tammi Palm, Planning Director  
City of Bellevue Planning Department  
1510 Wall St.  
Bellevue, NE 68005

Subject: Proposed Redevelopment Plan for Lot 6, Tiller's Addition

Ms. Palm,

I am a resident of Hillcrest's Freedom Village. I am writing to you to voice my objection to this lot being used for the above plan. I am concerned the number of residents living there will be a disruption to our senior living area. We enjoy a quiet, safe area. Those qualities are what brought me to this facility.

This plan would greatly increase vehicle and pedestrian traffic around the streets and residential areas creating safety concerns. This block currently is comprised of senior housing, agencies supporting seniors, an optometrist and an auto parts store. This leaves a very small 1.5-acre lot on which to build. The closest elementary school is a 14-minute walk and the closest public park is a 12-minute walk. Both are either along or across busy Highway 370.

The document I have read indicates a 5-story, 96 apartment building will be built with 72 of them multi-bedrooms on a 1.5-acre lot. This indicates 300 plus people could be living there. That is a great number of people living in a small footprint. The developer indicates up to 43 elementary age children could be accommodated. Why do they think only elementary age children will be there? I think all minors, regardless of age, will be living there. It looks like upwards of 3 times that many children could be there. I feel the number of children playing in a small play area would be very noisy. The playground indicated in the plan is clearly planned for small children, what about the tweens and teens? I am concerned our open green area would be an attractive draw to a serene area meant for a 55+ Senior Retirement Community.

The safety and security of the 56 families already living here would be jeopardized. The well-being, safety and security of the 96 families slated for this 5-story apartment building would also be jeopardized. Upwards of 300 people is entirely too dense a population for a 1.5-acre lot.

This plan is not a good fit for this area. Better use might be less-dense, income-based, affordable 55+ housing.

Thank you in advance for considering my concerns,

*Roger Duwin*

1823 Hillcrest Drive ~~##~~  
Bellevue, NE 68005

Tele # 402-505-3811

Tammi Palm, Planning Director  
City of Bellevue Planning Department  
1510 Wall St.  
Bellevue, NE 68005

Subject: Proposed Redevelopment Plan for Lot 6, Tiller's Addition

Ms. Palm,

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This plan is not a good fit for this area. Better use might be less-dense, income-based, affordable 55+ housing.

Thank you in advance for considering my concerns,

  
1823 Hillcrest Drive Apt.  
Bellevue, NE 68005

Tele # 402.960.5390

Tammi Palm, Planning Director  
City of Bellevue Planning Department  
1510 Wall St.  
Bellevue, NE 68005

Subject: Proposed Redevelopment Plan for Lot 6, Tiller's Addition

Ms. Palm,

My name is Carol Friend. I am a resident of Hillcrest's Freedom Village. I am writing to you to voice my objection to this lot being used for the above plan. I am concerned the number of residents living there will be a disruption to our senior living area. We enjoy a quiet, safe area. Those qualities are what brought me to this facility.

This plan would greatly increase vehicle and pedestrian traffic around the streets and residential areas creating safety concerns. This block currently is comprised of senior housing, agencies supporting seniors, an optometrist and an auto parts store. This leaves a very small 1.5-acre lot on which to build. The closest elementary school is a 14-minute walk and the closest public park is a 12-minute walk. Both are either along or across busy Highway 370.

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The safety and security of the 56 families already living here would be jeopardized. The well-being, safety and security of the 96 families slated for this 5-story apartment building would also be jeopardized. Upwards of 300 people is entirely too dense a population for a 1.5-acre lot.

This plan is not a good fit for this area. Better use might be less-dense, income-based, affordable 55+ housing.

Thank you in advance for considering my concerns,



Carol Friend  
1827 Hillcrest Dr.  
Bellevue NE 68005  
402-293-7902

Tammi Palm, Planning Director  
City of Bellevue Planning Department  
1510 Wall St.  
Bellevue, NE 68005

Subject: Proposed Redevelopment Plan for Lot 6, Tiller's Addition

Ms. Palm,

My name is Chuck Friend. I am a resident of Hillcrest's Freedom Village. I am writing to you to voice my objection to this lot being used for the above plan. I am concerned the number of residents living there will be a disruption to our senior living area. We enjoy a quiet, safe area. Those qualities are what brought me to this facility.

This plan would greatly increase vehicle and pedestrian traffic around the streets and residential areas creating safety concerns. This block currently is comprised of senior housing, agencies supporting seniors, an optometrist and an auto parts store. This leaves a very small 1.5-acre lot on which to build. The closest elementary school is a 14-minute walk and the closest public park is a 12-minute walk. Both are either along or across busy Highway 370.

The document I have read indicates a 5-story, 96 apartment building will be built with 72 of them multi-bedrooms on a 1.5-acre lot. This indicates 300 plus people could be living there. That is a great number of people living in a small footprint. The developer indicates up to 43 elementary age children could be accommodated. Why do they think only elementary age children will be there? I think all minors, regardless of age, will be living there. It looks like upwards of 3 times that many children could be there. I feel the number of children playing in a small play area would be very noisy. The playground indicated in the plan is clearly planned for small children, what about the tweens and teens? I am concerned our open green area would be an attractive draw to a serene area meant for a 55+ Senior Retirement Community.

The safety and security of the 56 families already living here would be jeopardized. The well-being, safety and security of the 96 families slated for this 5-story apartment building would also be jeopardized. Upwards of 300 people is entirely too dense a population for a 1.5-acre lot.

This plan is not a good fit for this area. Better use might be less-dense, income-based, affordable 55+ housing.

Thank you in advance for considering my concerns,



Chuck Friend  
1827 Hillcrest Dr.  
Bellevue NE 66005  
402-293-7902

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

Subject: Proposed Redevelopment Plan for Lot 6, Tiller's Addition

Ms. Palm,

My name is Rena Appel, I am a resident of Hillcrest's Freedom Village. I am writing to express my objection to the proposed redevelopment plan for Lot 6, Tiller's Addition. I would hope that the City will not be so quick to accept this proposal without thinking through the actual impact on the people who live here in this vicinity. Once the developer builds, they simply move onto another project somewhere else, without concern for the increased congestion and noise left behind that we will have to live with.

I moved to Freedom Village in February of this year. I have lived in Sarpy County since April 2016. I bought my lease out of the apartments where I had been living to move to 55+ Housing. It is very difficult for Seniors to find affordable senior housing in this area. I looked all over the Omaha area and chose Freedom Village because it was quiet and secure. I am very much afraid those qualities will be diminished..

When I reviewed the documents, I went over to look at the space. I really have a hard time understanding how that tiny little strip could support a 96 unit high rise apartment complex; three-fourths of which would be allocated to multi-bedrooms, that could potentially squeeze upwards of 300 people in a 1.5 acre lot. Not to mention the narrowness of that intersection at Wilshire and Wall.

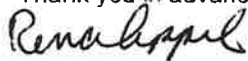
I don't believe that many people could live safely in that small of a space in that narrow intersection. The closest elementary school is a 14 minute walk and the closest public park is a 12 minute walk; both are either along or across busy Highway 370. That lot is so narrow I question whether there could be any real green space for the number of children that would actually be living in those apartments. The developer has no idea the number or ages of children who would actually live there; pre-teens and teens are just as likely as elementary school children to live there; it's not realistic to expect all ages to be playing in a small playground and most likely you'd see children congregating in other spaces. For example, the proposal discusses bike storage, that means children potentially biking and playing in the street. That's hazardous for cars driving along Wilshire not to mention the potential for a child to get hit. Additionally, I am concerned that Hillcrest's open green area could be mistaken for a public space, which would be disruptive to the serenity of this community.

I understand that the redevelopment plan was recently rejected due to the lack of parking and that consideration of this redevelopment plan has been continued to August. In light of this, I want to note that there is no public transportation here; so regardless of what type of parking adjustments that may be proposed, the bottom line is the amount of vehicle traffic will increase with a project like this. It's already difficult to make a right turn from Hillcrest onto Highway 370; as well as to make a left turn from Highway 370 onto Hillcrest with the current traffic levels.

I am very concerned about the adverse impacts the density of this project will have on our community. Upwards of 300 people is entirely too dense a population for a 1.5 acre lot.

The immediate surrounding area includes 55+ Senior housing, a nursing home, and an assisted living facility. A 96 unit high rise apartment building is not a common sense solution for this area. Perhaps less-dense, income based affordable 55+ housing would be a better alternative.

Thank you in advance for considering my concerns.



Rena Appel  
1821 Hillcrest Dr. Apt. 202  
Bellevue, NE 68005  
402-991-5046

Tammi Palm, Planning Director  
City of Bellevue Planning Department  
1510 Wall St.  
Bellevue, NE 68005

Subject: Proposed Redevelopment Plan for Lot 6, Tiller's Addition

Ms. Palm,

My name is Margaret Novak. I am a resident of Hillcrest's Freedom Village. I am writing to you to voice my objection to this lot being used for the above plan. I am concerned the number of residents living there will be a disruption to our senior living area. We enjoy a quiet, safe area. Those qualities are what brought me to this facility.

This plan would greatly increase vehicle and pedestrian traffic around the streets and residential areas creating safety concerns. This block currently is comprised of senior housing, agencies supporting seniors, an optometrist and an auto parts store. This leaves a very small 1.5-acre lot on which to build. The closest elementary school is a 14-minute walk and the closest public park is a 12-minute walk. Both are either along or across busy Highway 370.

The document I have read indicates a 5-story, 96 apartment building will be built with 72 of them multi-bedrooms on a 1.5-acre lot. This indicates 300 plus people could be living there. That is a great number of people living in a small footprint. The developer indicates up to 43 elementary age children could be accommodated. Why do they think only elementary age children will be there? I think all minors, regardless of age, will be living there. It looks like upwards of 3 times that many children could be there. I feel the number of children playing in a small play area would be very noisy. The playground indicated in the plan is clearly planned for small children, what about the tweens and teens? I am concerned our open green area would be an attractive draw to a serene area meant for a 55+ Senior Retirement Community.

The safety and security of the 56 families already living here would be jeopardized. The well-being, safety and security of the 96 families slated for this 5-story apartment building would also be jeopardized. Upwards of 300 people is entirely too dense a population for a 1.5-acre lot.

This plan is not a good fit for this area. Better use might be less-dense, income-based, affordable 55+ housing.

Thank you in advance for considering my concerns.



Margaret Novak  
1821 Hillcrest Dr. Apt 205  
Bellevue NE 68005  
402-926-6978

Tammi Palm, Planning Director  
City of Bellevue Planning Department  
1510 Wall St.  
Bellevue, NE 68005

Subject: Proposed Redevelopment Plan for Lot 6, Tiller's Addition

Ms. Palm,

I am a resident of Hillcrest's Freedom Village. I am writing to you to voice my objection to this lot being used for the above plan. I am concerned the number of residents living there will be a disruption to our senior living area. We enjoy a quiet, safe area. Those qualities are what brought me to this facility.

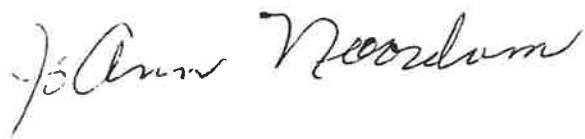
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The safety and security of the 56 families already living here would be jeopardized. The well-being, safety and security of the 96 families slated for this 5-story apartment building would also be jeopardized. Upwards of 300 people is entirely too dense a population for a 1.5-acre lot.

This plan is not a good fit for this area. Better use might be less-dense, income-based, affordable 55+ housing.

Thank you in advance for considering my concerns,



1821 Hillcrest Drive Apt. 306  
Bellevue, NE 68005

Tele # 402-332-6360

Tammi Palm, Planning Director  
City of Bellevue Planning Department  
1510 Wall St.  
Bellevue, NE 68005

Subject: Proposed Redevelopment Plan for Lot 6, Tiller's Addition

Ms. Palm,

I am a resident of Hillcrest's Freedom Village. I am writing to you to voice my objection to this lot being used for the above plan. I am concerned the number of residents living there will be a disruption to our senior living area. We enjoy a quiet, safe area. Those qualities are what brought me to this facility.

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This plan is not a good fit for this area. Better use might be less-dense, income-based, affordable 55+ housing.

Thank you in advance for considering my concerns,

1821 Hillcrest Drive Apt.  
Bellevue, NE 68005

Tele #

Erinita DeBow  
Apt. 404

August 12, 2025

Tammi Palm, Planning Director  
City of Bellevue Planning Department  
1510 Wall St.  
Bellevue, NE 68005

Subject: Proposed Redevelopment Plan for Lot 6, Tiller's Addition

Ms. Palm,

My name is Elaine Mausbach. I am a resident of Hillcrest's Freedom Village. I love living in Bellevue, in Freedom Village, and in Sarpy County. I have become aware of the proposed building project on the empty lot which is directly adjacent to the lot upon which Freedom Village is located. I believe the proposed plan has been brought before your planning department for approval. As a resident of Bellevue, I strongly voice my objection to the plan and ask that your decision would be to **vote no** against the proposed plan for Lot 6, Tiller's Addition.

As a resident, I would like to submit my reasons for asking this redevelopment proposal to be denied because the completion of such would greatly impact me personally:

I would be less confident in my choice to move to a Bellevue and Freedom Village apartment. Rather than the quiet and secure over 55 independent facility, the proposed project would certainly threaten to disrupt the peace and security of Freedom Village. I would have to move.

With a 96 apartment building for family housing adjacent to Freedom building property, the probable and possible population on Lot 6 apartments could reasonably exceed 400 plus residents. That is calculated on two adults per unit and two children. Reality is that it could greatly exceed my 400 estimate. (It would not matter if the plans were for affordable family or luxury apartments. IMO, the lot is too small to accommodate that number of people, parking spots, green area, and playgrounds.) IMO, that would be population overload. Freedom sits on a lot four times the size of Lot 6. FV has a very nice courtyard area for seniors to enjoy. For Lot 6 residents, it might look like an open invitation to invade the private courtyard area of Freedom village. As an 83 yr old resident, I do not have the skills necessary to avoid getting out of the way of skate boards, bikes, footballs, or energized kids. Falls would happen.

Also, the solution to that risk exposure cannot be as simple as signage, fences, etc. because we live in a culture where reasonable solutions do not exist.

The safety and security of the 56 families already living here would be jeopardized.

Thank you for considering my concerns and I respectfully ask that you would vote down the Proposed Redevelopment Plan for Lot 6, Tiller's Addition.

Respectfully, *Elaine M. Mausbach*

Name Elaine M. Mausbach

Address 1821 Hillcrest Drive, Apt. 407, Bellevue, NE

Telephone # 531-999-2305

RESIDENTS

SENT The following

Directly to

Recipient

1717 Hillcrest Drive  
Bellevue, NE

Dear Mayra Hike

My name is Karen Berbland  
and I live at 1717 Hillcrest Drive.

I live next door to the property  
at the corner of Wilshire Drive and  
Wall Street. As you know this  
property has a proposed redevelopment  
plan for a 5 level multi family  
apartment complex.

Have you looked at this 1.5 acre  
property? There is no room for a  
96 unit apartment complex. Where  
are the people going to park? Where  
are the children going to play? Some  
of the children could well be teenagers  
that need more space than the  
small play area that is proposed.

I am sure there are much better  
ideas for this property. Please talk  
to the planning dept. and help  
them come up with a better plan  
for this property.

Sincerely,

Karen Berbland (a resident of Bellevue)

Uick. Inogen  
1735 Hillcrest Dr  
Bellevue, Nc 680

To Whom it may concern,

I Am A Resident of Hillcrest Housing  
in the 55+, I live in a Garden Home with  
my Dog.

I came to Bellevue to A Community,  
where it WAS quiet; NO Through traffic,  
Neighbors who left their homes as well.

We are a small community, where we  
know everyone's Dog's Names + share our  
private lives.

I Appose the 96, 5 Story Apartment  
housing on W. 11th and Wall for low income  
people.

We want quiet, NO traffic + limited  
children, as we have lots of cement for Skate-  
boards, roller skating + bicycles.

We will Not tolerate, loud music, Speeding Cars  
on property, stoned or Ding Dong Ditch!!!!

Please Stop this Low Income Apartment Housing!

24 August 2025

Mr. McCaw,

I am Carol Catherall and I live at 1819 Hillcrest Dr. in Freedom Village. I've been here for 2.5 years and love it. I cannot think of a single good thing about putting a high impact apartment building next to us. Our 28 unit apartment building is on a lot about the same size as the projected 96 unit building.

Most of us are long time Bellevue residents and it seems that the city does not care about us at all. Also, Hillcrest is the second largest employer in Bellevue. Why put this next to their campus for old people.

But as a mother and teacher, my main worry is about any children who might live there. We see how fast the police go down Wilshire on emergency calls. This is certainly nothing against the Bellevue police. I've had nothing but good interaction with them. That many cars and people will slow them down. I'm afraid that children will be on bicycles or run to see police cars and there will be a tragedy.

All of us in Freedom Village will certainly appreciate any help you can give to prevent the building being located on Wilshire.

Thank you,

*Carol Catherall*

24 August 2025

Councilman Casey,

I know that Freedom Village is not in your ward, but since you are retired military, I think you care about us military that retired in Bellevue.

I am Carol Catherall and I live at 1819 Hillcrest Dr. in Freedom Village. I've been here for 2.5 years and love it. I cannot think of a single good thing about putting a high impact apartment building next to us. Our 28 unit apartment building is on a lot about the same size as the projected 96 unit building.

Most of us are long time Bellevue residents and it seems that the city does not care about us at all. Also, Hillcrest is the second largest employer in Bellevue. Why put this next to their campus for old people.

But as a mother and teacher, my main worry is about any children who might live there. We see how fast the police go down Wilshire on emergency calls. This is certainly nothing against the Bellevue police. I've had nothing but good interaction with them. That many cars and people will slow them down. I'm afraid that children will be on bicycles or run to see police cars and there will be a tragedy.

All of us in Freedom Village will certainly appreciate any help you can give to prevent the building being located on Wilshire.

Thank you,

A handwritten signature in black ink that reads "Carol Catherall". The signature is written in a cursive, flowing style.

**Roger Irwin  
1823 Hillcrest Dr  
Bellevue, NE 68005  
402-960-5390**

Dear Mayor Hike,

As a resident of Freedom Village of Bellevue, I have some concerns about the proposed large dwelling to be located on Wilshire Drive and Wall Street.

I am 84 years old, a Vietnam Veteran, retired Nebraska State Patrol, handicapped and legally blind. My main concern is for my safety and the safety of other senior citizens who reside in the retirement community. Several residents have garden plots. Another concern is the unattended children coming down in our area. We have a fire pit which is not turned off and could be attractive to the children.

I hope you will seriously consider this retirement community and its senior citizens who call this their home. Also consider the traffic which would double or triple. We already have a hard time getting on to Harlan Drive.

Thank you,

A handwritten signature in cursive script that reads "Roger Irwin".

Roger Irwin

Tammi Palm, Planning Director  
City of Bellevue Planning Department  
1510 Wall St.  
Bellevue, NE 68005

Subject: Proposed Redevelopment Plan for Lot 6, Tiller's Addition

Ms. Palm,

My name is Judy Burcaw. I am a resident of Hillcrest's Freedom Village. I am writing to you to voice my objection to this lot being used for the above plan. I am concerned the number of residents living there will be a disruption to our senior living area. We enjoy a quiet, safe area. Those qualities are what brought me to this facility.

This plan would greatly increase vehicle and pedestrian traffic around the streets and residential areas creating safety concerns. This block currently is comprised of senior housing, agencies supporting seniors, an optometrist and an auto parts store. This leaves a very small 1.5-acre lot on which to build. The closest elementary school is a 14-minute walk and the closest public park is a 12-minute walk. Both are either along or across busy Highway 370.

The document I have read indicates a 5-story, 96 apartment building will be built with 72 of them multi-bedrooms on a 1.5-acre lot. This indicates 300 plus people could be living there. That is a great number of people living in a small footprint. The developer indicates up to 43 elementary age children could be accommodated. Why do they think only elementary age children will be there? I think all minors, regardless of age, will be living there. It looks like upwards of 3 times that many children could be there. I feel the number of children playing in a small play area would be very noisy. The playground indicated in the plan is clearly planned for small children, what about the tweens and teens? I am concerned our open green area would be an attractive draw to a serene area meant for a 55+ Senior Retirement Community.

The safety and security of the 56 families already living here would be jeopardized. The well-being, safety and security of the 96 families slated for this 5-story apartment building would also be jeopardized. Upwards of 300 people is entirely too dense a population for a 1.5-acre lot.

This plan is not a good fit for this area. Better use might be less-dense, income-based, affordable 55+ housing.

Thank you in advance for considering my concerns,



Judy Burcaw  
1705 Hillcrest Dr.  
Bellevue NE 68005  
402-203-9039

Tammi Palm, Planning Director  
City of Bellevue Planning Department  
1510 Wall St.  
Bellevue, NE 68005

Subject: Proposed Redevelopment Plan for Lot 6, Tiller's Addition

Ms. Palm,

My name is Frank Burcaw. I am a resident of Hillcrest's Freedom Village. I am writing to you to voice my objection to this lot being used for the above plan. I am concerned the number of residents living there will be a disruption to our senior living area. We enjoy a quiet, safe area. Those qualities are what brought me to this facility.

This plan would greatly increase vehicle and pedestrian traffic around the streets and residential areas creating safety concerns. This block currently is comprised of senior housing, agencies supporting seniors, an optometrist and an auto parts store. This leaves a very small 1.5-acre lot on which to build. The closest elementary school is a 14-minute walk and the closest public park is a 12-minute walk. Both are either along or across busy Highway 370.

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The safety and security of the 56 families already living here would be jeopardized. The well-being, safety and security of the 96 families slated for this 5-story apartment building would also be jeopardized. Upwards of 300 people is entirely too dense a population for a 1.5-acre lot.

This plan is not a good fit for this area. Better use might be less-dense, income-based, affordable 55+ housing.

Thank you in advance for considering my concerns,



Frank Burcaw  
1705 Hillcrest Dr.  
Bellevue NE 66005  
402-203-9039

Tammi Palm, Planning Director  
City of Bellevue Planning Department  
1510 Wall St.  
Bellevue, NE 68005

Subject: Proposed Redevelopment Plan for Lot 6, Tiller's Addition

Ms. Palm,

My name is Marilyn Bogacki. I am a resident of Hillcrest's Freedom Village. I am writing to you to voice my objection to this lot being used for the above plan. I am concerned the number of residents living there will be a disruption to our senior living area. We enjoy a quiet, safe area. Those qualities are what brought me to this facility.

This plan would greatly increase vehicle and pedestrian traffic around the streets and residential areas creating safety concerns. This block currently is comprised of senior housing, agencies supporting seniors, an optometrist and an auto parts store. This leaves a very small 1.5-acre lot on which to build. The closest elementary school is a 14-minute walk and the closest public park is a 12-minute walk. Both are either along or across busy Highway 370.

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The safety and security of the 56 families already living here would be jeopardized. The well-being, safety and security of the 96 families slated for this 5-story apartment building would also be jeopardized. Upwards of 300 people is entirely too dense a population for a 1.5-acre lot.

This plan is not a good fit for this area. Better use might be less-dense, income-based, affordable 55+ housing.

Thank you in advance for considering my concerns,



Marilyn Bogacki  
1707 Hillcrest Dr.  
Bellevue NE 68005  
863-558-2138

Tammi Palm, Planning Director  
City of Bellevue Planning Department  
1510 Wall St.  
Bellevue, NE 68005

Subject: Proposed Redevelopment Plan for Lot 6, Tiller's Addition

Ms. Palm,

My name is Ginette Carpenter. I am a resident of Hillcrest's Freedom Village. I am writing to you to voice my objection to this lot being used for the above plan. I am concerned the number of residents living there will be a disruption to our senior living area. We enjoy a quiet, safe area. Those qualities are what brought me to this facility.

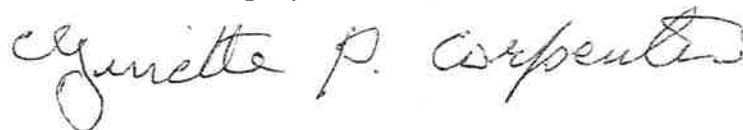
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The safety and security of the 56 families already living here would be jeopardized. The well-being, safety and security of the 96 families slated for this 5-story apartment building would also be jeopardized. Upwards of 300 people is entirely too dense a population for a 1.5-acre lot.

This plan is not a good fit for this area. Better use might be less-dense, income-based, affordable 55+ housing.

Thank you in advance for considering my concerns,



Ginette Carpenter  
1715 Hillcrest Dr.  
Bellevue NE 68005  
402-301-3863

Tammi Palm, Planning Director  
City of Bellevue Planning Department  
1510 Wall St.  
Bellevue, NE 68005

Subject: Proposed Redevelopment Plan for Lot 6, Tiller's Addition

Ms. Palm,

My name is Dan Nietfeld. I am a resident of Hillcrest's Freedom Village. I am writing to you to voice my objection to this lot being used for the above plan. I am concerned the number of residents living there will be a disruption to our senior living area. We enjoy a quiet, safe area. Those qualities are what brought me to this facility.

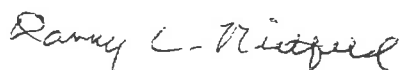
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This plan is not a good fit for this area. Better use might be less-dense, income-based, affordable 55+ housing.

Thank you in advance for considering my concerns,



Dan Nietfeld  
1719 Hillcrest Dr.  
Bellevue NE 68005  
402-679-5660

Tammi Palm, Planning Director  
City of Bellevue Planning Department  
1510 Wall St.  
Bellevue, NE 68005

Subject: Proposed Redevelopment Plan for Lot 6, Tiller's Addition

Ms. Palm,

My name is Kathy Nietfeld. I am a resident of Hillcrest's Freedom Village. I am writing to you to voice my objection to this lot being used for the above plan. I am concerned the number of residents living there will be a disruption to our senior living area. We enjoy a quiet, safe area. Those qualities are what brought me to this facility.

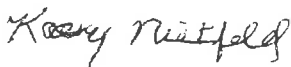
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The document I have read indicates a 5-story, 96 apartment building will be built with 72 of them multi-bedrooms on a 1.5-acre lot. This indicates 300 plus people could be living there. That is a great number of people living in a small footprint. The developer indicates up to 43 elementary age children could be accommodated. Why do they think only elementary age children will be there? I think all minors, regardless of age, will be living there. It looks like upwards of 3 times that many children could be there. I feel the number of children playing in a small play area would be very noisy. The playground indicated in the plan is clearly planned for small children, what about the tweens and teens? I am concerned our open green area would be an attractive draw to a serene area meant for a 55+ Senior Retirement Community.

The safety and security of the 56 families already living here would be jeopardized. The well-being, safety and security of the 96 families slated for this 5-story apartment building would also be jeopardized. Upwards of 300 people is entirely too dense a population for a 1.5-acre lot.

This plan is not a good fit for this area. Better use might be less-dense, income-based, affordable 55+ housing.

Thank you in advance for considering my concerns,



Kathy Nietfeld  
1719 Hillcrest Dr.  
Bellevue NE 66005  
402-679-5660

Tammi Palm, Planning Director  
City of Bellevue Planning Department  
1510 Wall St.  
Bellevue, NE 68005

Subject: Proposed Redevelopment Plan for Lot 6, Tiller's Addition

Ms. Palm,

My name is Clyde Johnson. I am a resident of Hillcrest's Freedom Village. I am writing to you to voice my objection to this lot being used for the above plan. I am concerned the number of residents living there will be a disruption to our senior living area. We enjoy a quiet, safe area. Those qualities are what brought me to this facility.

This plan would greatly increase vehicle and pedestrian traffic around the streets and residential areas creating safety concerns. This block currently is comprised of senior housing, agencies supporting seniors, an optometrist and an auto parts store. This leaves a very small 1.5-acre lot on which to build. The closest elementary school is a 14-minute walk and the closest public park is a 12-minute walk. Both are either along or across busy Highway 370.

The document I have read indicates a 5-story, 96 apartment building will be built with 72 of them multi-bedrooms on a 1.5-acre lot. This indicates 300 plus people could be living there. That is a great number of people living in a small footprint. The developer indicates up to 43 elementary age children could be accommodated. Why do they think only elementary age children will be there? I think all minors, regardless of age, will be living there. It looks like upwards of 3 times that many children could be there. I feel the number of children playing in a small play area would be very noisy. The playground indicated in the plan is clearly planned for small children, what about the tweens and teens? I am concerned our open green area would be an attractive draw to a serene area meant for a 55+ Senior Retirement Community.

The safety and security of the 56 families already living here would be jeopardized. The well-being, safety and security of the 96 families slated for this 5-story apartment building would also be jeopardized. Upwards of 300 people is entirely too dense a population for a 1.5-acre lot.

This plan is not a good fit for this area. Better use might be less-dense, income-based, affordable 55+ housing.

Thank you in advance for considering my concerns,



Clyde Johnson  
1723 Hillcrest Dr.  
Bellevue NE 68005  
402-291-4221

Tammi Palm, Planning Director  
City of Bellevue Planning Department  
1510 Wall St.  
Bellevue, NE 68005

Subject: Proposed Redevelopment Plan for Lot 6, Tiller's Addition

Ms. Palm,

My name is Barb Johnson. I am a resident of Hillcrest's Freedom Village. I am writing to you to voice my objection to this lot being used for the above plan. I am concerned the number of residents living there will be a disruption to our senior living area. We enjoy a quiet, safe area. Those qualities are what brought me to this facility.

This plan would greatly increase vehicle and pedestrian traffic around the streets and residential areas creating safety concerns. This block currently is comprised of senior housing, agencies supporting seniors, an optometrist and an auto parts store. This leaves a very small 1.5-acre lot on which to build. The closest elementary school is a 14-minute walk and the closest public park is a 12-minute walk. Both are either along or across busy Highway 370.

The document I have read indicates a 5-story, 96 apartment building will be built with 72 of them multi-bedrooms on a 1.5-acre lot. This indicates 300 plus people could be living there. That is a great number of people living in a small footprint. The developer indicates up to 43 elementary age children could be accommodated. Why do they think only elementary age children will be there? I think all minors, regardless of age, will be living there. It looks like upwards of 3 times that many children could be there. I feel the number of children playing in a small play area would be very noisy. The playground indicated in the plan is clearly planned for small children, what about the tweens and teens? I am concerned our open green area would be an attractive draw to a serene area meant for a 55+ Senior Retirement Community.

The safety and security of the 56 families already living here would be jeopardized. The well-being, safety and security of the 96 families slated for this 5-story apartment building would also be jeopardized. Upwards of 300 people is entirely too dense a population for a 1.5-acre lot.

This plan is not a good fit for this area. Better use might be less-dense, income-based, affordable 55+ housing.

Thank you in advance for considering my concerns,



Barb Johnson  
1723 Hillcrest Dr.  
Bellevue NE 68005  
402-291-4221

Tammi Palm, Planning Director  
City of Bellevue Planning Department  
1510 Wall St.  
Bellevue, NE 68005

Subject: Proposed Redevelopment Plan for Lot 6, Tiller's Addition

Ms. Palm,

My name is Lynn Hanson. I am a resident of Hillcrest's Freedom Village. I am writing to you to voice my objection to this lot being used for the above plan. I am concerned the number of residents living there will be a disruption to our senior living area. We enjoy a quiet, safe area. Those qualities are what brought me to this facility.

This plan would greatly increase vehicle and pedestrian traffic around the streets and residential areas creating safety concerns. This block currently is comprised of senior housing, agencies supporting seniors, an optometrist and an auto parts store. This leaves a very small 1.5-acre lot on which to build. The closest elementary school is a 14-minute walk and the closest public park is a 12-minute walk. Both are either along or across busy Highway 370.

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The safety and security of the 56 families already living here would be jeopardized. The well-being, safety and security of the 96 families slated for this 5-story apartment building would also be jeopardized. Upwards of 300 people is entirely too dense a population for a 1.5-acre lot.

This plan is not a good fit for this area. Better use might be less-dense, income-based, affordable 55+ housing.

Thank you in advance for considering my concerns,



Lynn Hanson  
1725 Hillcrest Dr.  
Bellevue NE 68005  
320-699-0429

Tammi Palm, Planning Director  
City of Bellevue Planning Department  
1510 Wall St.  
Bellevue, NE 68005

Subject: Proposed Redevelopment Plan for Lot 6, Tiller's Addition

Ms. Palm,

I am a resident of Hillcrest's Freedom Village. I am writing to you to voice my objection to this lot being used for the above plan. I am concerned the number of residents living there will be a disruption to our senior living area. We enjoy a quiet, safe area. Those qualities are what brought me to this facility.

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This plan is not a good fit for this area. Better use might be less-dense, income-based, affordable 55+ housing.

Thank you in advance for considering my concerns,

  
Clif Langford  
1733 Hillcrest Drive  
Bellevue, NE 68005

Tele # 402-291-3877

Tammi Palm, Planning Director  
City of Bellevue Planning Department  
1510 Wall St.  
Bellevue, NE 68005

Subject: Proposed Redevelopment Plan for Lot 6, Tiller's Addition

Ms. Palm,

I am a resident of Hillcrest's Freedom Village. I am writing to you to voice my objection to this lot being used for the above plan. I am concerned the number of residents living there will be a disruption to our senior living area. We enjoy a quiet, safe area. Those qualities are what brought me to this facility.

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Thank you in advance for considering my concerns,



Marijke Langford  
1733 Hillcrest Drive  
Bellevue, NE 68005

Tele # 402-291-3877

Tammi Palm, Planning Director  
City of Bellevue Planning Department  
1510 Wall St.  
Bellevue, NE 68005

Subject: Proposed Redevelopment Plan for Lot 6, Tiller's Addition

Ms. Palm,

My name is John Kelly. I am a resident of Hillcrest's Freedom Village. I am writing to you to voice my objection to this lot being used for the above plan. I am concerned the number of residents living there will be a disruption to our senior living area. We enjoy a quiet, safe area. Those qualities are what brought me to this facility.

This plan would greatly increase vehicle and pedestrian traffic around the streets and residential areas creating safety concerns. This block currently is comprised of senior housing, agencies supporting seniors, an optometrist and an auto parts store. This leaves a very small 1.5-acre lot on which to build. The closest elementary school is a 14-minute walk and the closest public park is a 12-minute walk. Both are either along or across busy Highway 370.

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This plan is not a good fit for this area. Better use might be less-dense, income-based, affordable 55+ housing.

Thank you in advance for considering my concerns,

  
John Kelly  
1809 Hillcrest Dr.  
Bellevue NE 68005  
785-331-8014

Tammi Palm, Planning Director  
City of Bellevue Planning Department  
1510 Wall St.  
Bellevue, NE 68005

Subject: Proposed Redevelopment Plan for Lot 6, Tiller's Addition

Ms. Palm,

My name is Gay Flynn. I am a resident of Hillcrest's Freedom Village. I am writing to you to voice my objection to this lot being used for the above plan. I am concerned the number of residents living there will be a disruption to our senior living area. We enjoy a quiet, safe area. Those qualities are what brought me to this facility.

This plan would greatly increase vehicle and pedestrian traffic around the streets and residential areas creating safety concerns. This block currently is comprised of senior housing, agencies supporting seniors, an optometrist and an auto parts store. This leaves a very small 1.5-acre lot on which to build. The closest elementary school is a 14-minute walk and the closest public park is a 12-minute walk. Both are either along or across busy Highway 370.

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This plan is not a good fit for this area. Better use might be less-dense, income-based, affordable 55+ housing.

Thank you in advance for considering my concerns,



Gay Flynn  
1809 Hillcrest Dr.  
Bellevue NE 68005  
785-331-8015

Tammi Palm, Planning Director  
City of Bellevue Planning Department  
1510 Wall St.  
Bellevue, NE 68005

Subject: Proposed Redevelopment Plan for Lot 6, Tiller's Addition

Ms. Palm,

I am a resident of Hillcrest's Freedom Village. I am writing to you to voice my objection to this lot being used for the above plan. I am concerned the number of residents living there will be a disruption to our senior living area. We enjoy a quiet, safe area. Those qualities are what brought me to this facility.

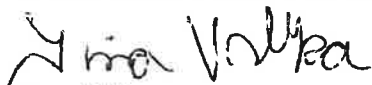
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This plan is not a good fit for this area. Better use might be less-dense, income-based, affordable 55+ housing.

Thank you in advance for considering my concerns,



Tina Vrbka

1813 Hillcrest Dr  
Bellevue NE 68005  
402-672-0073

Tammi Palm, Planning Director  
City of Bellevue Planning Department  
1510 Wall St.  
Bellevue, NE 68005

Subject: Proposed Redevelopment Plan for Lot 6, Tiller's Addition

Ms. Palm,

I am a resident of Hillcrest's Freedom Village. I am writing to you to voice my objection to this lot being used for the above plan. I am concerned the number of residents living there will be a disruption to our senior living area. We enjoy a quiet, safe area. Those qualities are what brought me to this facility.

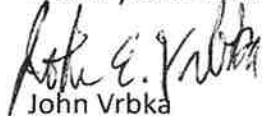
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The document I have read indicates a 5-story, 96 apartment building will be built with 72 of them multi-bedrooms on a 1.5-acre lot. This indicates 300 plus people could be living there. That is a great number of people living in a small footprint. The developer indicates up to 43 elementary age children could be accommodated. Why do they think only elementary age children will be there? I think all minors, regardless of age, will be living there. It looks like upwards of 3 times that many children could be there. I feel the number of children playing in a small play area would be very noisy. The playground indicated in the plan is clearly planned for small children, what about the tweens and teens? I am concerned our open green area would be an attractive draw to a serene area meant for a 55+ Senior Retirement community.

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This plan is not a good fit for this area. Better use might be less-dense, income-based, affordable 55+ housing.

Thank you in advance for considering my concerns,



John Vrbka  
1813 Hillcrest Dr  
Bellevue NE 68005  
402-672-5762

Ms. Tammi Palm  
Planning Director  
Bellevue NE Planning Commission  
1810 Wall St  
Bellevue NE 68005

Re: Redevelopment Plan for Lot 6 Tiller's 4th Addition

Dear Ms. Palm,

My name is Robert (Bob) Povich. I am a resident of the Hillcrest property, Freedom Village. I am writing to you to voice my objection to this lot being used for the plan above. I am concerned that the amount of residents living there will be a disruption of this senior living area. We enjoy a quiet and safe area. Those qualities are what brought me to this facility.

This plan would greatly increase vehicle and pedestrian traffic around the streets and residential areas creating more safety issues.

The document that I have read indicates that 96 apartments will be built with 72 of them multi bedrooms. This tells me that 200 to 300 people could be living there. That is a huge number of folks living in a small footprint. The developer indicates that up to 43 elementary age children should be accommodated. Why do they think only elementary age children will be there? I think all minors regardless of age could be living there. It looks to me that upwards of 3 times that many children could be there. Don't get me wrong, I don't have a problem with the kids, but the noise and areas they would play in would be very noisy. I'm sure our open green area would be attractive for drawing kids to play.

All of the residential facilities in this area are geared towards seniors. I really don't want our safety to be jeopardized. This plan is not a good fit for this area.

Thank you in advance for considering my concerns.



Bob Povich  
1815 Hillcrest Dr.  
Bellevue, NE 68005  
402-990-5984

Tammi Palm, Planning Director  
City of Bellevue Planning Department  
1510 Wall St.  
Bellevue, NE 68005

Subject: Proposed Redevelopment Plan for Lot 6, Tiller's Addition

Ms. Palm,

I am a resident of Hillcrest's Freedom Village. I am writing to you to voice my objection to this lot being used for the above plan. I am concerned the number of residents living there will be a disruption to our senior living area. We enjoy a quiet, safe area. Those qualities are what brought me to this facility.


This plan would greatly increase vehicle and pedestrian traffic around the streets and residential areas creating safety concerns. This block currently is comprised of senior housing, agencies supporting seniors, an optometrist and an auto parts store. This leaves a very small 1.5-acre lot on which to build. The closest elementary school is a 14-minute walk and the closest public park is a 12-minute walk. Both are either along or across busy Highway 370.

The document I have read indicates a 5-story, 96 apartment building will be built with 72 of them multi-bedrooms on a 1.5-acre lot. This indicates 300 plus people could be living there. That is a great number of people living in a small footprint. The developer indicates up to 43 elementary age children could be accommodated. Why do they think only elementary age children will be there? I think all minors, regardless of age, will be living there. It looks like upwards of 3 times that many children could be there. I feel the number of children playing in a small play area would be very noisy. The playground indicated in the plan is clearly planned for small children, what about the tweens and teens? I am concerned our open green area would be an attractive draw to a serene area meant for a 55+ Senior Retirement Community.

The safety and security of the 56 families already living here would be jeopardized. The well-being, safety and security of the 96 families slated for this 5-story apartment building would also be jeopardized. Upwards of 300 people is entirely too dense a population for a 1.5-acre lot.

This plan is not a good fit for this area. Better use might be less-dense, income-based, affordable 55+ housing.

Thank you in advance for considering my concerns,



CAROL A. LOVELL

1821 Hillcrest Drive Apt. 304  
Bellevue, NE 68005

Tele # 512-636-8403

Tammi Palm, Planning Director  
City of Bellevue Planning Department  
1510 Wall St.  
Bellevue, NE 68005

Subject: Proposed Redevelopment Plan for Lot 6, Tiller's Addition

Ms. Palm,

I am a resident of Hillcrest's Freedom Village. I am writing to you to voice my objection to this lot being used for the above plan. I am concerned the number of residents living there will be a disruption to our senior living area. We enjoy a quiet, safe area. Those qualities are what brought me to this facility.


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This plan is not a good fit for this area. Better use might be less-dense, income-based, affordable 55+ housing.

Thank you in advance for considering my concerns,

  
LINDA M RAY  
1821 Hillcrest Drive Apt. 405 402-990-9398  
Bellevue, NE 68005

Tele #

Tammi Palm, Planning Director  
City of Bellevue Planning Department  
1510 Wall St.  
Bellevue, NE 68005

Subject: Proposed Redevelopment Plan for Lot 6, Tiller's Addition

Ms. Palm,

I am a resident of Hillcrest's Freedom Village. I am writing to you to voice my objection to this lot being used for the above plan. I am concerned the number of residents living there will be a disruption to our senior living area. We enjoy a quiet, safe area. Those qualities are what brought me to this facility.

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This plan is not a good fit for this area. Better use might be less-dense, income-based, affordable 55+ housing.

Thank you in advance for considering my concerns,



402-393-6468

1821 Hillcrest Drive Apt. 305  
Bellevue, NE 68005

Tele #

Tammi Palm, Planning Director  
City of Bellevue Planning Department  
1510 Wall St.  
Bellevue, NE 68005

Subject: Proposed Redevelopment Plan for Lot 6, Tiller's Addition

Ms. Palm,

I am a resident of Hillcrest's Freedom Village. I am writing to you to voice my objection to this lot being used for the above plan. I am concerned the number of residents living there will be a disruption to our senior living area. We enjoy a quiet, safe area. Those qualities are what brought me to this facility.

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The safety and security of the 56 families already living here would be jeopardized. The well-being, safety and security of the 96 families slated for this 5-story apartment building would also be jeopardized. Upwards of 300 people is entirely too dense a population for a 1.5-acre lot.

This plan is not a good fit for this area. Better use might be less-dense, income-based, affordable 55+ housing.

Thank you in advance for considering my concerns,

  
Deborah A. Peterson

1821 Hillcrest Drive Apt. 206  
Bellevue, NE 68005

Tele #

- 402-650-3425

Tammi Palm, Planning Director  
City of Bellevue Planning Department  
1510 Wall St.  
Bellevue, NE 68005

Subject: Proposed Redevelopment Plan for Lot 6, Tiller's Addition

Ms. Palm,

I am a resident of Hillcrest's Freedom Village. I am writing to you to voice my objection to this lot being used for the above plan. I am concerned the number of residents living there will be a disruption to our senior living area. We enjoy a quiet, safe area. Those qualities are what brought me to this facility.

This plan would greatly increase vehicle and pedestrian traffic around the streets and residential areas creating safety concerns. This block currently is comprised of senior housing, agencies supporting seniors, an optometrist and an auto parts store. This leaves a very small 1.5-acre lot on which to build. The closest elementary school is a 14-minute walk and the closest public park is a 12-minute walk. Both are either along or across busy Highway 370.

The document I have read indicates a 5-story, 96 apartment building will be built with 72 of them multi-bedrooms on a 1.5-acre lot. This indicates 300 plus people could be living there. That is a great number of people living in a small footprint. The developer indicates up to 43 elementary age children could be accommodated. Why do they think only elementary age children will be there? I think all minors, regardless of age, will be living there. It looks like upwards of 3 times that many children could be there. I feel the number of children playing in a small play area would be very noisy. The playground indicated in the plan is clearly planned for small children, what about the tweens and teens? I am concerned our open green area would be an attractive draw to a serene area meant for a 55+ Senior Retirement Community.

The safety and security of the 56 families already living here would be jeopardized. The well-being, safety and security of the 96 families slated for this 5-story apartment building would also be jeopardized. Upwards of 300 people is entirely too dense a population for a 1.5-acre lot.

This plan is not a good fit for this area. Better use might be less-dense, income-based, affordable 55+ housing.

Thank you in advance for considering my concerns,

  
1821 Hillcrest Drive Apt. 103  
Bellevue, NE 68005

Tele # 402-515-9581

Tammi Palm, Planning Director  
City of Bellevue Planning Department  
1510 Wall St.  
Bellevue, NE 68005

Subject: Proposed Redevelopment Plan for Lot 6, Tiller's Addition

Ms. Palm,

I am a resident of Hillcrest's Freedom Village. I am writing to you to voice my objection to this lot being used for the above plan. I am concerned the number of residents living there will be a disruption to our senior living area. We enjoy a quiet, safe area. Those qualities are what brought me to this facility.

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The safety and security of the 56 families already living here would be jeopardized. The well-being, safety and security of the 96 families slated for this 5-story apartment building would also be jeopardized. Upwards of 300 people is entirely too dense a population for a 1.5-acre lot.

This plan is not a good fit for this area. Better use might be less-dense, income-based, affordable 55+ housing.

Thank you in advance for considering my concerns,



1821 Hillcrest Drive Apt. 102  
Bellevue, NE 68005

Tele # 402-319-2355

Tammi Palm, Planning Director  
City of Bellevue Planning Department  
1510 Wall St.  
Bellevue, NE 68005

Subject: Proposed Redevelopment Plan for Lot 6, Tiller's Addition

Ms. Palm,

My name is Larry Mahagan. I am a resident of Hillcrest's Freedom Village. I am writing to you to voice my objection to this lot being used for the above plan. I am concerned the number of residents living there will be a disruption to our senior living area. We enjoy a quiet, safe area. Those qualities are what brought me to this facility.

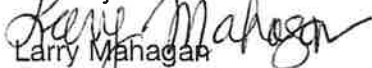
This plan would greatly increase vehicle and pedestrian traffic around the streets and residential areas creating safety concerns. Hillcrest, Wall Street, and Wilshire tend to be through streets for access to City Hall, McDonald's, Family Fare and Galvin. In addition there is a considerable emergency traffic. With Freedom Village, Hillcrest, and Harmony Court it is not unusual to have fire trucks and rescue squads in the area. Wilshire seems to be a major route for police cars making rapid egress to Harlan Dr.. This block currently is comprised of senior housing, agencies supporting seniors, an optometrist and an auto parts store. This leaves a very small 1.5 acre lot on which to build. The closest elementary school is a 14 minute walk and the closest public park is a 12 minute walk. Both are either along or across busy Highway 370 (Harlan Dr.).

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The safety and security of the 56 families already living here would be jeopardized. The well-being, safety and security of the 96 families slated for this 5 story apartment building would also be jeopardized. Upwards of 300 people is entirely too dense a population for a 1.5 acre lot.

This plan is not a good fit for this area. Better use might be less dense, income based, affordable 55+ housing.

Thank you in advance for considering my concerns my concerns.

  
Larry Mahagan  
1703 Hillcrest Dr.  
Bellevue, NE. 68005  
402-679-1419

Tammi Palm, Planning Director  
City of Bellevue Planning Department  
1510 Wall St.  
Bellevue, NE 68005

Subject: Proposed Redevelopment Plan for Lot 6, Tiller's Addition

Ms. Palm,

My name is Glenda Mahagan. I am a resident of Hillcrest's Freedom Village. I am writing to you to voice my objection to this lot being used for the above plan. I am concerned the number of residents living there will be a disruption to our senior living area. We enjoy a quiet, safe area. Those qualities are what brought me to this facility.

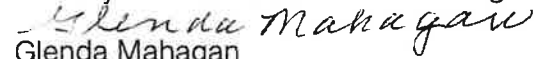
This plan would greatly increase vehicle and pedestrian traffic around the streets and residential areas creating safety concerns. Hillcrest, Wall Street, and Wilshire tend to be through streets for access to City Hall, McDonald's, Family Fare and Galvin. In addition there is a considerable emergency traffic. With Freedom Village, Hillcrest, and Harmony Court it is not unusual to have fire trucks and rescue squads in the area. Wilshire seems to be a major route for police cars making rapid egress to Harlan Dr.. This block currently is comprised of senior housing, agencies supporting seniors, an optometrist and an auto parts store. This leaves a very small 1.5 acre lot on which to build. The closest elementary school is a 14 minute walk and the closest public park is a 12 minute walk. Both are either along or across busy Highway 370 (Harlan Dr.).

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This plan is not a good fit for this area. Better use might be less dense, income based, affordable 55+ housing.

Thank you in advance for considering my concerns my concerns.

  
Glenda Mahagan  
1703 Hillcrest Dr.  
Bellevue, NE. 68005  
402-690-2678

# FREEDOM VILLAGE



OF BELLEVUE

RECEIVED

JUL 23 2025

PLANNING DEPT.

July 23, 2025

Planning Commissioners,

Please add this to the record for items 3.a – Text Amendment to Section 5.17, Planned Subdivision Overlay and 3.b. – Request to Rezone Lot 6, Tiller’s 4th Addition. Case #: Z-2506-06.

On behalf of the senior residents and owners of Freedom Village of Bellevue, the property to the west of this project, we wanted to provide this letter of opposition to both items and some comments for your review.

When the Freedom Village project was proposed and approved it really was a conversation about what protects the best interest of the existing 250 seniors living at Hillcrest Health & Rehab and the adjacent Harmony Court. With Freedom Village now stabilized, an additional 75 seniors live in the area. This proposed project doesn’t protect the best interests of these 325 seniors. Below are several areas of concern we have with the proposed development and why it is not comparable to Freedom Village or Harmony Court.

## **Density**

The density is too large for the development. We disagree with the Planning Department’s recommendation of approval. Their research from neighboring cities shows that Bellevue’s RG-8 already allows more density than other jurisdictions are allowing in multi-family zoned districts.

The text amendment requested was really designed and previously approved by the city for the BGM zoning district. The difference between BGM and RG-8 is that BGM is for developments/ buildings that are mixed with businesses and apartments under the same roof or within the same development. A BGM mixed development/ building could have smaller apartments to allow for live-work units and create more density to support the businesses. Live-work developments/ buildings take the concept further by incorporating lifestyle amenities like retail, dining, and recreational spaces within the development/ building. This creates a self-contained environment where residents can live, work, and enjoy leisure activities without needing to travel far. What Bellevue has done in the BGM district is similar to what Omaha has in R-8, Neighborhood Business District (NBD), and

Central Business District (CBD) districts. Again, these are all supportive of ‘urban services’ and businesses and not multi-family.

Here are the neighboring city’s regulations for minimum lot area per unit in multi-family.

The Planning Department researched allowed multifamily density in surrounding cities and jurisdictions:

- The City of Papillion has a R-4 multifamily zoning district which is defined as 3 or more units. The first four units require 3,000 square feet of lot area per unit, with 1,500 square feet of lot area required after that. The minimum required lot area is 10,000 square feet.
- LaVista has a R-3 zoning district which is defined as allowing high density residential in areas providing all public facilities and supporting facilities to maintain a sound environment for inhabitants. This zoning district requires 3,000 square feet of lot area for the first 4 units, and 1,500 square feet of lot area for each additional unit. The maximum building coverage in this zoning district is 40%.
- Sarpy County utilizes an RG-15 zoning district which allows for multifamily residential buildings at a density of 1,500 square feet of lot area per unit, with a minimum lot area of 10,000 square feet.
- The City of Omaha has several multifamily zoning districts, to include R-WRN (Walkable Residential Neighborhood District), R-6, R-7, and R-8. The R-7 zoning district allows 40 units per acre and has a minimum lot size of 1,000 square feet. The R-8 zoning district is a high-density multifamily district “most appropriate in centrally located areas near supporting urban services” and near major institutional, employment, and community centers. This district requires a minimum of 500 square feet of lot area per unit, with a 5,000 square foot minimum lot area. Multifamily uses are also allowed in the NBD and CBD zoning districts. The Neighborhood Business District (NBD) requires 200 square feet of lot area per dwelling unit. The CBD (Central Business District) allows for 100 square feet of lot area per dwelling unit. The City of Omaha also has a provision allowing for multifamily residential projects to exceed density and floor area by approval of a conditional use permit. **R-7 = 1,089 sq. ft. of lot area**

Per Bellevue Zoning Ordinance multi-family dwellings density is based upon the following.

*RG-20 = The first four units of a multiple family dwelling, townhouse, or condominium shall have a minimum lot area of 5,000 s.f. per unit; after which the minimum lot area may be 2,000 s.f. per unit.*

*RG-8 = The first four units of a multiple family dwelling, townhouse, or condominium shall have a minimum lot area of 2,500 s.f. per unit; after which the minimum lot area may be 800 s.f. per unit.*

Additionally, the density being proposed in this development is not comparable to Freedom Village or Harmony Court. See below for comparisons.

- Freedom Village Density (RG-20) =  
129 units allowed vs. 56 Total Units Provided = 4,810 s.f. of lot area per unit
- Harmony Court Density (RG-8) =  
188 units allowed vs. 86 Total Units Provided = 1,825 s.f. of lot area per unit
- Proposed Development (RG-8) =  
73 units allowed vs. 96 Proposed Units = 675 s.f. of lot area per unit

## **Parking**

The off-street parking is not adequate for the development. Bellevue Zoning Ordinance requires 2 stalls per apartment in multi-family. The rezone with site plan approval application requests a reduction from the required 192 stalls to 118 stalls. That is only 1.2 stalls per apartment. The off-street parking being proposed in this development is not comparable to Freedom Village or Harmony Court (per Bellevue Zoning Ordinance multi-family dwellings exclusively for senior citizens require 1 stall per apartment). See below for comparisons.

- Freedom Village Off-Street Parking =  
(1 stall/ apartment = 56 total Required) – 3.2 stalls/ apartment = 180 Total Provided
- Harmony Court Off-Street Parking =  
(1 stall/ apartment = 86 total Required) – 1.2 stalls/ apartment = 105 Total Provided
- Proposed Development Off-Street Parking =  
(2 stalls/ apartment = 192 total Required) – 1.2 stalls/ apartment = 118 Proposed

## **Green Space**

The green space is not adequate for the development. While there is a playground being provided and some green space there is no large area for the kids to play football, soccer, or tag? Additionally, there is no 'dog park' being provided so where will dogs run? The green space being proposed in this development is not comparable to Freedom Village or Harmony Court. See below for comparisons.

- Freedom Village Green Space = 40.4% of lot is green space (for seniors only)
- Harmony Court Green Space = 49.7% of lot is green space (for seniors only)
- Proposed Development Green Space = 33.7% of lot is green space (for multi-family)

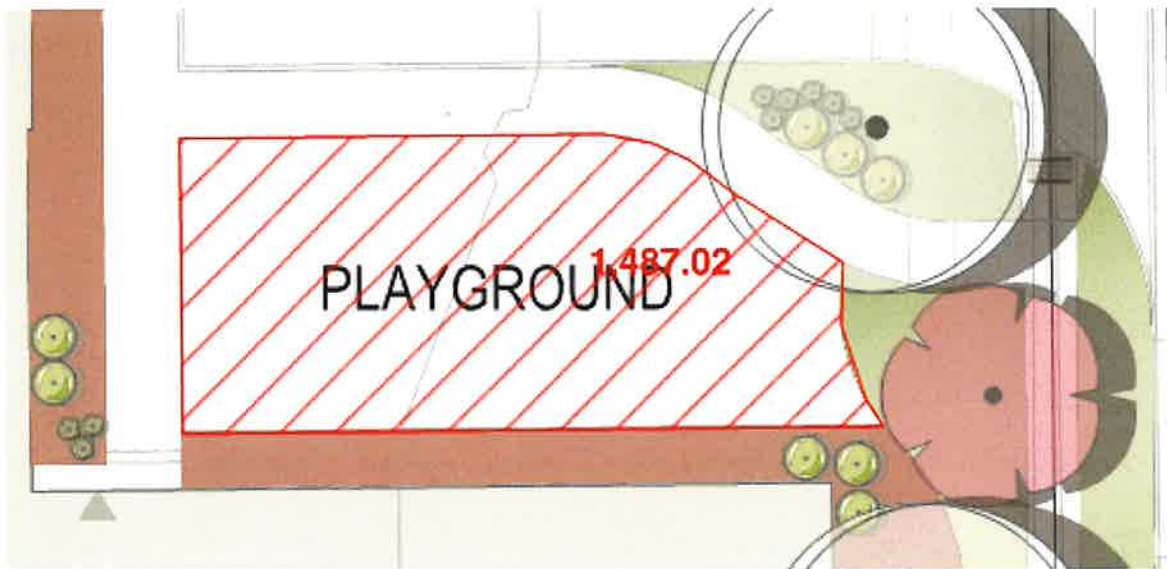
## **But For...But?**

In the context of Tax Increment Financing (TIF), the 'but for' test is a requirement that a development project would not occur 'but for' the use of TIF financing. This means the project is unlikely to happen without the financial assistance provided by TIF. As stated in our previous letter to the Planning Commission we agree the project needs the redevelopment plan (TIF) to be successful. However, this project is more of a But For...But, because not only is it using TIF it is also asking for other text amendments to the Bellevue Zoning Ordinance. There are several recent examples of approved multi-family redevelopment plans that have been successful without additional 'buts' needed. See below for a list of some of those projects.

Freedom Village (RG-20); Jefferson Place Addition (RG-28); Cardinal Commons (RG-28); South Woods (RG-8); College Apartments (RG-8)

## **Playground Size**

The size of the playground is not adequate for the number of children that will be part of this development. The playground as proposed is roughly 1,487 sq. ft. (see below) If you use 50 sq. ft. per child as a recommendation from the sources below that would accommodate 29 children at one time. Per the apartment breakdown given by the developer and 1 child occupant per extra bedroom; (22) one-bedroom = 0 kids, (45) two-bedroom = 45 kids, (19) three-bedroom = 38 kids, (10) four-bedroom = 30 kids, for a total of 113 kids living in this development.



**Source #1** – Per the Community Investment Collaborative for Kids (CICK) an outdoor play space should be divided into distinct activity areas, both to ensure safety and to provide suitable locations for different types of play. Provide both sunny and shaded places, and a covered area so that children can get outdoors on rainy days or in the heat of a summer day. Most state licensing regulations require a minimum of 75 square feet of outdoor space per child playing outdoors at one time, but early childhood experts recommend 100 square feet or more.

### CICK Funders

- Freddie Mac Foundation
- JPMorgan Chase
- William Randolph Hearst Foundations

CICK expands the supply and improves the quality of early care and education in low-income communities through new investments in physical facilities.

**Source #2** – In designing playgrounds for apartment buildings, there's a strong recommendation to allocate between 40 and 75 square feet of play area per child, according to KOMPAN.

KOMPAN was founded in 1970 in Denmark by sculptor Tom Lindhardt and co-founder Hans Mogens Fenne-Frederiksen. The concept of play sculptures for children was birthed by children’s instant attraction to Tom Lindhardt’s playful sculptural art. Today, KOMPAN’s beautiful and timeless playgrounds foster its continued purpose to co-create and shape healthier and happier communities globally by delivering play and fitness solutions.

**Occupant Load**

The occupant load hasn’t been clearly defined by the developer. During the Planning Commission meeting discussion on June 26, 2025, related to the redevelopment plan the applicant mentioned the occupant load for the development to be 197 people total. However, the table below provided by the applicant would provide for a much larger occupant load. Per the table below and the apartment breakdown given by the developer; (22) one-bedroom = 66 occupants, (45) two-bedroom = 180 occupants, (19) three-bedroom = 95 occupants, (10) four-bedroom = 60 occupants, for a total of 401 occupants living in this development.

<b>BUILDING OCCUPANT LOAD</b>				
<b>SPACE NAME</b>	<b>FUNCTION OF SPACE</b>	<b>AREA</b>	<b>OL FACTOR</b>	<b>OCCUPANT LOAD</b>
TRASH	ACCESSREORY STORAGE	487 SF	300 SF	2
PARKING GARAGE	PARKING GARAGES	25539 SF	200 SF	128
LEVEL-00				129
JANITOR	ACCESSREORY STORAGE	69 SF	300 SF	1
STOR	ACCESSREORY STORAGE	65 SF	300 SF	1
TRASH	ACCESSREORY STORAGE	49 SF	300 SF	1
COMMUNITY	ASSEMBLY UNCONCENTRATED	520 SF	15 SF	35
BUSINESS	BUSINESS AREA	1731 SF	100 SF	17
ELEC	MECHANICAL EQUIPMENT ROOM	497 SF	300 SF	2
MECH	MECHANICAL EQUIPMENT ROOM	29 SF	300 SF	1
1-BED	RESIDENTIAL	689 SF	200 SF	3
1-BED	RESIDENTIAL	682 SF	200 SF	3
1-BED	RESIDENTIAL	712 SF	200 SF	4
1-BED	RESIDENTIAL	675 SF	200 SF	3
1-BED	RESIDENTIAL	679 SF	200 SF	3
1-BED	RESIDENTIAL	778 SF	200 SF	4
2-BED	RESIDENTIAL	890 SF	200 SF	4
2-BED	RESIDENTIAL	983 SF	200 SF	5
2-BED	RESIDENTIAL	846 SF	200 SF	4
2-BED	RESIDENTIAL	830 SF	200 SF	4
2-BED	RESIDENTIAL	830 SF	200 SF	4
2-BED	RESIDENTIAL	830 SF	200 SF	4
2-BED	RESIDENTIAL	831 SF	200 SF	4
2-BED	RESIDENTIAL	830 SF	200 SF	4
2-BED	RESIDENTIAL	829 SF	200 SF	4
3-BED	RESIDENTIAL	1115 SF	200 SF	6
3-BED	RESIDENTIAL	1029 SF	200 SF	5
3-BED	RESIDENTIAL	1099 SF	200 SF	5
4-BED	RESIDENTIAL	1219 SF	200 SF	6
4-BED	RESIDENTIAL	1219 SF	200 SF	6
4-BED	RESIDENTIAL	1198 SF	200 SF	6
4-BED	RESIDENTIAL	1247 SF	200 SF	6
LEVEL-01				158

While the table above is being used by the development designers for building code regulations, it does seem unrealistic. So for discussion purposes if you use 1.5 adult occupants as an average per apartment and the remaining bedrooms as 1 kid occupant and the apartment breakdown given by the developer; (22) one-bedroom = 33 occupants, (45) two-bedroom = 112.5 occupants, (19) three-bedroom = 66.5 occupants, (10) four-bedroom = 45 occupants, for a total of 257 occupants living in this development.

The occupant load affects most of the comments above and could have a tremendous impact on the senior residents of Freedom Village of Bellevue, Hillcrest Health & Living, and Harmony Court.

Lastly, we feel agenda items 3.a and 3.b need to be reviewed and approved at the same time. The text amendment only works if the project can provide the required parking which as of this meeting it cannot. We understand the applicant has requested a continuance of item 3.b to the August meeting so both items should be continued until then so everything can be discussed and voted on at the same time.

We thank you for your time and hope you understand our opposition to the proposed development. Please feel free to contact one of us with any questions or comments.

Thank you,

Jolene Roberts

Owner – Freedom Village of Bellevue  
(402) 682-4800  
[jroberts@hillcresthealth.com](mailto:jroberts@hillcresthealth.com)

Jim Janicki  
Owner – Freedom Village of Bellevue  
(402) 682-4800  
[jjanicki@hillcresthealth.com](mailto:jjanicki@hillcresthealth.com)

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

14a.  
10/21/2025

COUNCIL MEETING DATE: September 16, 2025		SUBMITTED BY: Tammi Palm, Planning 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 checked="" type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Request for a conditional use permit for Lot 3D, Twin Ridge II, for the purpose of the parking of oversized vehicles and trailers. Applicant: Shane Hoeft. General location: 1010 Fort Crook Road S..

SYNOPSIS/BACKGROUND:

Shane Hoeft, on behalf of All American Towing, LLC, is requesting a Conditional Use Permit (CUP) for Lot 3D, Twin Ridge II, for the purpose of parking oversized vehicles and trailers. The applicant desires to operate a service garage used for repairs as well as an office for his towing company. The applicant has submitted conflicting information regarding the specific vehicles and equipment he is requesting be parked on the property. U-Haul equipment is also being leased from this location. The Fort Crook Road 2040 Plan sets forth a plan for a transit-oriented, walkable urban corridor. This request is in direct conflict with the Fort Crook Road 2040 Plan which has been adopted by the City Council.

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 NAME:

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

ACCOUNTING DISTRUBUTION CODE:  ACCOUNT NUMBER:

RECOMMENDATION:

The Planning Department and Planning Commission are recommending denial of this request based upon Section 6.06, City of Bellevue Zoning Ordinance, lack of conformance with the Fort Crook Road 2040 Plan, and perceived negative impact upon the surrounding neighborhood.

ATTACHMENTS:

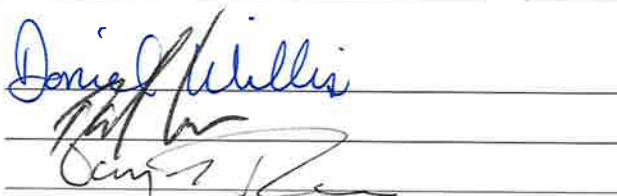
- |  |  |  |
|--|--|--|
| 1. <input type="text" value="Planning Commission Recommendation Sheet"/> | 2. <input type="text" value="Staff Report"/> | 3. <input type="text" value="Conditional Use Permit Agreement"/> |
| 4. <input type="text"/>  | 5. <input type="text"/>                      | 6. <input type="text"/>  |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



# City of Bellevue

## PLANNING COMMISSION RECOMMENDATION

APPLICANT: City of Bellevue  
CASE #: CUP-2507-02  
CITY COUNCIL HEARING DATE: September 16, 2025

REQUEST: to approve a conditional use permit for Lot 3D, Twin Ridge II, for the purpose of parking oversized vehicles and trailers.

On August 29, 2025, the City of Bellevue Planning Commission voted six yes, zero no, three absent, and zero abstained:

**DENIAL** of a request for a conditional use permit for Lot 3D, Twin Ridge II, for the purpose of parking oversized vehicles and trailers.

### VOTE:

Yes:	Six:	No:	Zero:	Abstain:	Zero:	Absent:	Three:
	Hankins						Aerni
	Sims						Taylor-Jones
	Bennett						Lasenburg
	Yoder						
	Ackley						
	Perrin						

Planning Commission Hearing was held on: August 29, 2025

# CITY OF BELLEVUE PLANNING DEPARTMENT

## RECOMMENDATION REPORT # 2

CASE NUMBERS: CUP-2507-02

FOR HEARING OF:

REPORT #1: August 28, 2025

REPORT #2: September 16, 2025

### I. GENERAL INFORMATION

#### A. APPLICANT:

Shane Hoeft  
12804 South 29<sup>th</sup> Avenue  
Bellevue NE 68123

#### B. PROPERTY OWNER:

BJA Investments, LLC  
Bradley Arrowsmith  
20356 Concord Loop  
Council Bluffs, IA 51503

#### C. GENERAL LOCATION:

1010 Fort Crook Road South

#### D. LEGAL DESCRIPTION:

Lot 3D, Twin Ridge II, located in the Southwest ¼ of Section 26, T14N, R13E of the 6<sup>th</sup> P.M., Sarpy County, NE.

#### E. REQUESTED ACTIONS:

Conditional Use Permit for Lot 3D, Twin Ridge II

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

BGH, Commercial

**G. PURPOSE OF REQUEST:**

The purpose of this request is to obtain a conditional use permit to allow for the parking of oversized vehicles and trailers.

**H. SIZE OF SITE:**

The site is approximately 0.94 acres.

**II. BACKGROUND INFORMATION**

**A. EXISTING CONDITION OF SITE:**

The property has a 2,963 square foot 1-story building and a paved parking lot. The building has been used as a garage for service and repair. There are three attached garage doors on the north side of the building. The building was built in 1968.

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

- 1. **North:** Commercial, BGH
- 2. **East:** Single Family Residential (across Fort Crook Rd), RS-72
- 3. **South:** Commercial, BGH
- 4. **West:** Single Family Residential, RG-50

**C. RELEVANT CASE HISTORY:**

- 1. On August 28, 2025, the Planning Commission recommended denial of a request for a conditional use permit for Lot 3D, Twin Ridge II, for the purpose of parking oversized vehicles and trailers. Denial based upon Section 6.06, City of Bellevue Zoning Ordinance, lack of conformance with the Fort Crook Road 2040 Plan, and perceived negative impact upon the surrounding neighborhood.

**D. APPLICABLE REGULATIONS:**

- 1. Section 5.24.03, Zoning Ordinance, regarding conditional uses in the BGH zoning district.
- 2. Article 6, Zoning Ordinance, regarding Conditional Use permits.

**III. ANALYSIS**

**A. COMPREHENSIVE PLAN:**

The Future Land Use designation for this property is commercial.

**B. OTHER PLANS:**

None

**C. TRAFFIC AND ACCESS:**

1. There is no recent MAPA traffic data information available for this area.
2. The property takes access from Lloyd Street on the south and the Fort Crook access road to the east.

**D. UTILITIES:**

All utilities are available to this property.

**E. ANALYSIS:**

1. Shane Hoeft, on behalf of All American Towing, LLC, is requesting approval of a conditional use permit for Lot 3D, Twin Ridge II, for the purpose of parking oversized vehicles and trailers.

2. Section 5.24.03 of the BGH zoning district allows for the parking of semi-trailers, tractors, truck-tractors, or any truck in operable condition exceeding 8' in width or 21' in length when not utilizing required parking. Section 5.24.03 further requires that landscaping shall be provided in accordance with Article 9. Additionally, the perimeter of each facility shall be fully enclosed by fencing or screening walls, as approved by the Planning Director.

3. The applicant (Shane Hoeft/All American Towing, LLC) was given a violation notice from the city's code enforcement department on June 27, 2025, for parking oversized vehicles, semi-trailers, and trailers on his property. Additionally, the applicant was storing metal portable outdoor storage containers on the property, which is not allowed in the BGH zoning designation. These containers have since been removed.

4. On the conditional use permit application, Mr. Hoeft writes that his primary business is a service garage used for repairs, as well as an office for his towing company. U-Haul equipment is also being leased from this location.

The applicant did not provide information as to the type of automobile service currently being provided. He did not offer a schedule of business hours or days of operation.

5. The applicant has submitted conflicting information regarding the specific vehicles and equipment he is requesting be parked on the property.

On his July 16, 2025, application Mr. Hoeft stated the vehicles on the property would consist of one 36-foot-long heavy wrecker and 32-foot-long flatbeds. The applicant's site plan dated July 22, 2025, indicates a 26' U-Haul, a 36' wrecker, a 33' flatbed and a 20' U-Haul will be parked on the property. In a letter dated July 24, 2025, the applicant stated he intends to park three tow trucks, to include one "heavy wrecker" and two "medium duty rollbacks."

Staff requested clarification from the applicant in an August 11, 2025, revisions request. In a letter dated August 13, 2025, Mr. Hoeft stated there will be between 6 to 12 U-Haul truck trailers as well as 3 tow trucks. He says the U-Haul trucks would range in size from 5' x 8' to 6' x 12'. The applicant did not provide sizes for the U-Haul trailers.

6. The Fort Crook Road 2040 Plan sets forth a plan for a transit-oriented, walkable urban corridor.

The Plan lays out four key design elements, one of which is prohibiting parking lots in front of buildings. Page 60 of the Plan addresses incremental redevelopment. It states, "In general, new, expanded, or redeveloped uses along the Fort Crook Road corridor should be developed in a pedestrian-friendly manner." It goes on to state, "Over time, the simple design approach afforded by these 'Incremental Development' Guidelines, coupled with corridor street tree planting efforts, will help Fort Crook Road transition from a marginal 'strip' corridor into an enhanced 'people place.' However, it bears repeating: Under no circumstances should the current commercial strip environment, with its front yard parking and buildings located on the rear portion of the property, be allowed. Continuation of this development pattern will only perpetuate the corridor's current problems and stifle the market-based approach to repositioning the corridor."

This request is in direct conflict with the Fort Crook Road 2040 Plan which has been adopted by the City Council.

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

Bellevue Public Works Engineer John Krager commented the site must meet the minimum requirements for the number and size of regular and ADA parking spaces, drive aisle widths, and fire access. In addition, he requested the driveways nearest to the intersection of Lloyd Street and Fort Crook Road be closed to allow for safe queuing of traffic, reducing conflicting traffic streams without interference with

through traffic and stopped traffic, and providing corner clearance at the stop condition.

Captain Kurt Strocher, Bellevue Police Department, commented he was concerned about opening the door for oversized semi-trailers and other large equipment on this property.

Mike Christensen, Chief Building Official, commented this request does not follow the city's vision for Fort Crook Road, and as this is not a permitted use, the city would essentially be taking a step backwards from what has been achieved thus far. He commented the area is surrounded by residential zoning, RG-50 to the west and RS-72 to the east of the property. He concluded by stating, "I would recommend adhering to the zoning restrictions that are in place and continuing the commitment to a continuous improvement along Fort Crook Road South as well as North."

No other comments were received on this case.

8. Information obtained from the Code Enforcement Department shows multiple contacts at this location for various violations to include oversized vehicles, inoperable vehicles, as well as portable outdoor storage containers, dating back to January 2023.

9. The applicant provided a site plan showing the proposed parking area. The applicant's proposed parking layout includes stalls for heavy equipment blocking other parking stalls, therefore rendering them unusable.

10. Recent pictures of the property are attached for reference. The pictures dated June 27, 2025, were taken by Code Enforcement. The remaining pictures have been taken by staff at various dates since the June 27<sup>th</sup> Code Enforcement contact. The pictures show oversized vehicles and semi-trailers parked across numerous parking stalls and/or blocking several parking stalls at one time.

11. Section 8.03.11 lays out minimum parking requirements based on use. Automotive service garages require one parking stall for each four hundred square feet of floor area. General offices require one parking stall for each three hundred square feet of floor area. Based on the size of the building, the property has enough required parking for either use.

The property has stalls striped in front of garage doors/service bays, which would not be counted towards required parking spaces.

12. This property backs up to a medium-density single family residential neighborhood.

The applicant has not submitted a landscape/screening plan for his conditional use permit application.

13. Per Section 6.06, the Zoning Ordinance requires no conditional use permit shall be granted unless the Planning Commission or City Council has found:

6.06.01 That the establishment, maintenance, or operation of the conditional use will not be detrimental to or endanger the public health, safety, moral, comfort, or general welfare of the community.

6.06.02 That the conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purpose already permitted, nor substantially diminish and impair property values within the neighborhood.

6.06.03 That the establishment of the conditional use will not impede the normal and orderly development of the surrounding property for uses permitted in the district.

6.06.04 Adequate utilities, access roads, drainage, and/or necessary facilities have been or are being provided.

6.06.05 Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.

6.06.06 The use shall not include noise which is objectionable due to volume, frequency, or beat unless muffled or otherwise controlled.

6.06.07 The use shall not involve any pollution of the air by fly-ash, dust, vapors or other substance which is harmful to health, animals, vegetation or other property or which can cause soiling, discomfort, or irritation.

6.06.08 The use shall not involve any malodorous gas or matter which is discernible on any adjoining lot or property.

6.06.09 The use shall not involve any direct or reflected glare which is visible from any adjoining property or from any public street, road, or highway.

6.06.10 The use shall not involve any activity substantially increasing the movement of traffic on public streets unless procedures are instituted to limit traffic hazards and congestion.

6.06.11 The use shall not involve any activity substantially increasing the burden on any public utilities or facilities unless provisions are made for any necessary adjustments.

Based on the aforementioned analysis, staff does not believe the conditions of 6.06.01, 6.06.02, or 6.06.05 can be met.

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

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

1. Provide a landscape and screening plan per Article 9 and Section 5.24.03, Zoning Ordinance. Approval should not be granted prior to submittal and review of this document.

**IV. DEPARTMENT RECOMMENDATION**

Denial based upon Section 6.06, City of Bellevue Zoning Ordinance, lack of conformance with the Fort Crook Road 2040 Plan, and perceived negative impact upon the surrounding neighborhood.

**V. PLANNING COMMISSION RECOMMENDATION**

Denial based upon Section 6.06, City of Bellevue Zoning Ordinance, lack of conformance with the Fort Crook Road 2040 Plan, and perceived negative impact upon the surrounding neighborhood.

**VI. ATTACHMENTS TO REPORT**

1. Vicinity/Zoning Map
2. 2024 GIS aerial photo of the property
3. Site plan received July 22, 2025
4. Letter from the applicant received July 24, 2025
5. Email from the applicant received August 13, 2025
6. Staff pictures of the property taken between June 27, 2025, and August 15, 2025
7. Conditional Use Permit Agreement

**VII. COPIES OF REPORT TO:**

1. Shane Hoeft
2. Property Owner Bradley Arrowsmith
3. Public Upon Request

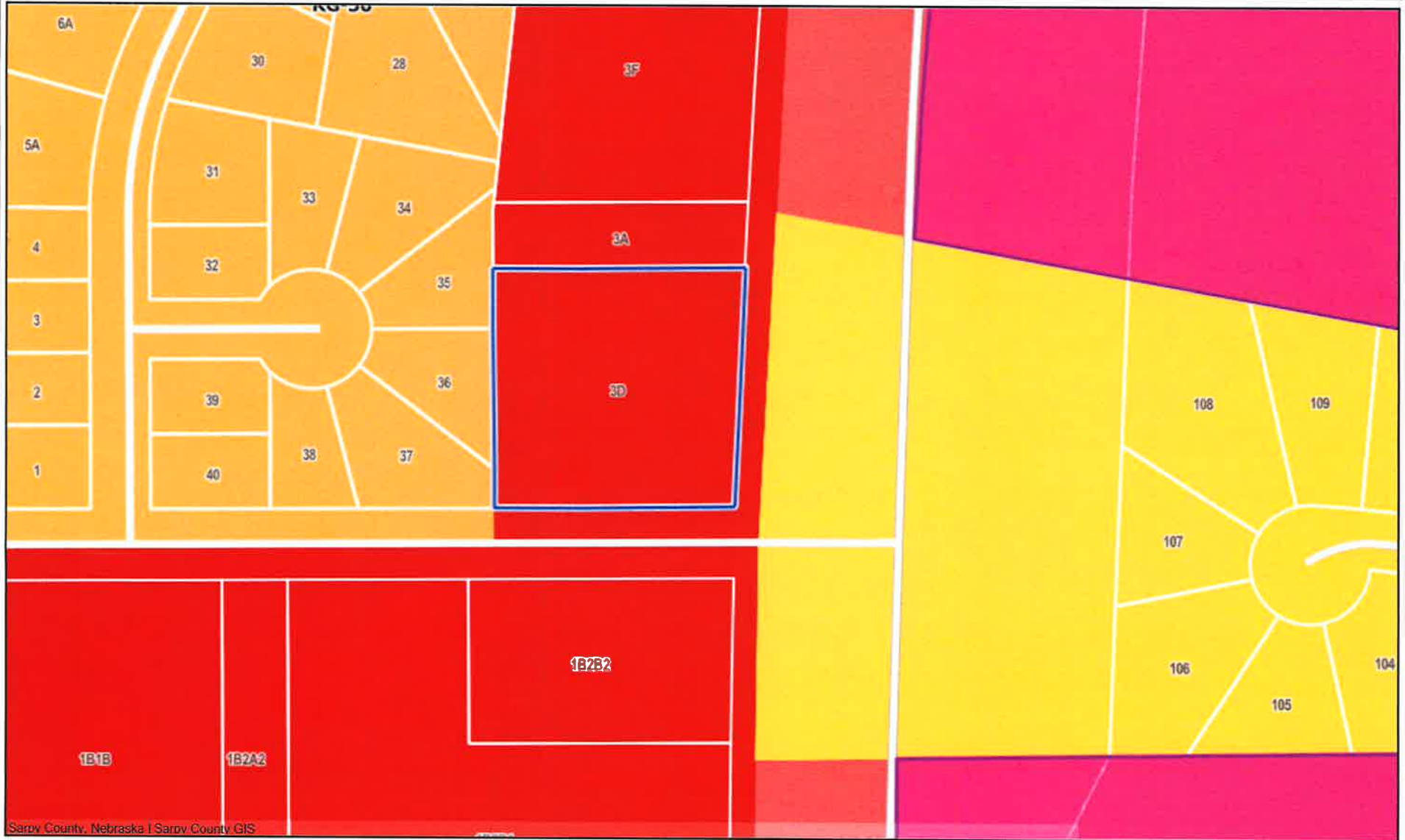
  
Assistant Planning Manager

  
Planning Director                      09/09/25  
Date of Report

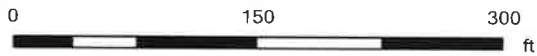


SARPY COUNTY  
NEBRASKA

# 1010 Fort Crook Rd S

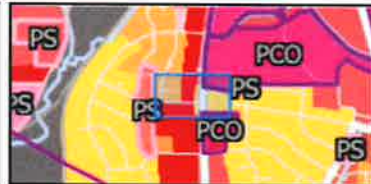


Sarpy County, Nebraska | Sarpy County GIS



Map Scale 1: 1778

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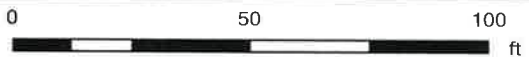
Notes



# 1010 Fort Crook Rd S



Sarpy County GIS | Sarpy County, Nebraska



Map Scale 1: 640

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Notes







605 S. 15<sup>th</sup> Street, Council Bluffs, IA 51501

To the Angela Curry and City of Bellevue Planning Department,

This letter is to formally request a Conditional Use Permit for the property of 1010 Fort Crook Rd S Bellevue Ne 68005, currently zoned BGH Business General Heavy. The applicant, Shane Hoeft, intends to Rent U-Haul equipment and park 3 Tow trucks there including 1 heavy wrecker and 2 medium duty rollbacks. This use is not typically permitted under the current zoning, being longer than 21 feet but we believe it aligns with the city's goals for the citizens of Bellevue including Offutt air force base. We have helped several military families as well as the local community and surrounding communities as of today. We will also ensure compliance with all applicable regulations and cleanliness to our facility inside and outside as we are proud to be here serving the Bellevue community and our military base.

On the aerial view I have drawn out where we would like to park our equipment. We do not use any part of the street parking for anything or block customer traffic from coming in or out of our facility. Also, all our equipment is brand new, and we will not be using this lot for any towed vehicle storage repair with leaking or junk around we are proud of our place always looking top notch. Fort Crook Road has a lot of traffic, and we want to look the best.

The proposed use will have no impact on surrounding properties. We will [Describe mitigation measures, e.g., and provide ample parking for customers]. We are also committed to complying with all city ordinances.

Again, thank you again Angela for your time and consideration on this. We look forward to being able to continue helping the community and city of Bellevue where I have resided for the last 40 years.

Sincerely,

Shane Hoeft  
All American Towing LLC

RECEIVED  
JUL 24 2025  
PLANNING DEPT.

## Tammi Palm

---

**From:** Shane Hoeft <shane@allamericantowingllc.com>  
**Sent:** Wednesday, August 13, 2025 12:26 PM  
**To:** Tammi Palm  
**Subject:** [EXT] 1010 fort crook rd s Shane Hoeft

To the Angela Curry and City of Bellevue Planning Department,

This letter is to formally request a Conditional Use Permit for the property of 1010 Fort Crook Rd S Bellevue, Ne 68005 currently zoned BGH Business General Heavy. The applicant, Shane Hoeft, intends to Rent Uhaul equipment And park 3 Tow trucks there on the northside of building. Additional we would block the two entrances closest to Lloyd street and fort crook as asked by public works. There would be 6 uhaul trucks trailers there will be no more then 12 ranging in size from 5x8 or 6x12. There would 20 stalls open for customers. This use is not typically permitted under the current zoning, for anything being longer then 21 foot but we believe it aligns with the city's goals for the citizens of Bellevue including Offutt air force base. We have helped several military families as well as the local community and surrounding communities as of today. We will also ensure compliance with all applicable regulations and cleanliness to our facility inside and outside as we are proud to be here serving the Bellevue community and our military base.

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We are proud of our place looking top notch at all times. Fort Crook Road has a lot of traffic and we want to look the best.

The proposed use will have no impact on surrounding properties. We will [Describe mitigation measures, e.g., and provide ample parking for customers]. We are also committed to complying with all city ordinances. As well as being respectful to our neighbors.

Again thank you again Angela for your time and consideration on this. We look forward to being able to continue helping the community and city of Bellevue where I have resided for the last 40 years.

Sincerely,

Shane Hoeft  
All American Towing LLC

RECEIVED  
AUG 13 2025  
PLANNING DEPT.



SKYU 299325 0  
22G1

MAX GROSS	30480	kg
TARE	6720	kg
PAYLOAD	23760	kg
CU CAP	1170	cu ft

06/27/2025



enterprise

U-HAUL  
4012 2ND ST SW

U-HAUL  
MAKES MOVING EASIER  
BEST

U-HAUL

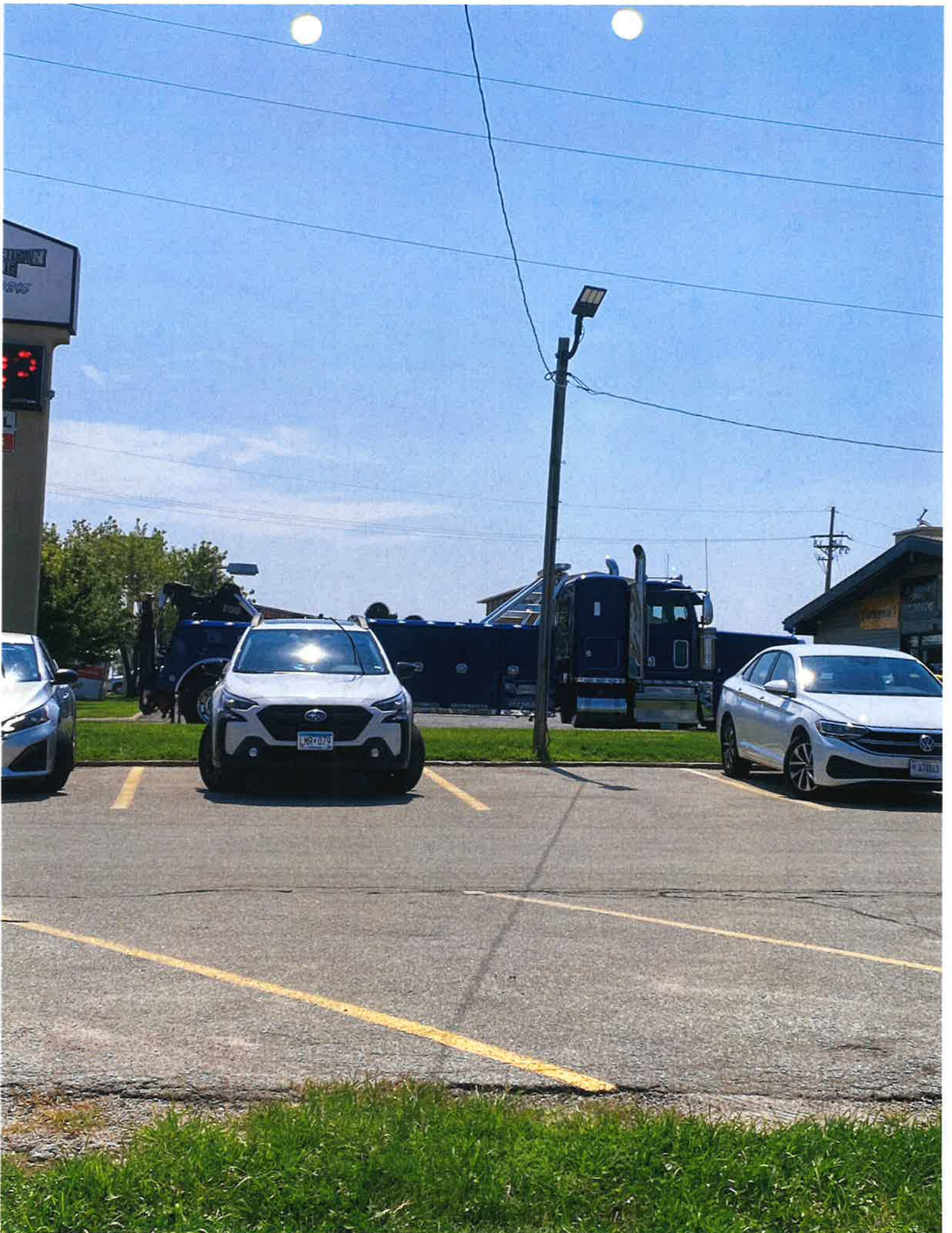
U-HAUL  
RIGHT EQL

U-HAUL  
SAFEST

06/27/2025



06/27/2025











Record & Return To:  
City of Bellevue Planning Department  
1510 Wall Street  
Bellevue, NE 68005

CITY OF BELLEVUE  
CONDITIONAL USE PERMIT  
LOT 3D, TWIN RIDGE II, LOCATED IN THE SOUTHWEST 1/4  
OF SECTION 26, T14N, R13E OF THE 6<sup>TH</sup> P.M., SARPY COUNTY, NEBRASKA

Conditional Use Permit for Shane Hoeft (All American Towing, LLC).

This Conditional Use Permit issued this 16th day of September 2025 by the City of Bellevue, a municipal corporation in the County of Sarpy County, Nebraska (“City”) to Shane Hoeft (All American Towing, LLC), (“Applicant”), pursuant to the Bellevue Zoning Ordinance.

WHEREAS, Bja Investments, LLC, is the legal owner of Lot 3D, Twin Ridge II, located in the Southwest 1/4 of Section 26, Township 14 North, Range 13 East of the 6<sup>th</sup> P.M., Sarpy County, Nebraska, consisting of approximately .94 acres, more or less (“Property”). Applicant desires to use the Property for the purpose of parking oversized vehicles and trailers; and

WHEREAS, Applicant has applied for a conditional use permit for the purpose of using the Property as described above; and

WHEREAS, the Mayor and City Council of the City of Bellevue are agreeable to the issuance of a conditional use permit to the Applicant for such purpose, subject to certain conditions and agreements as hereinafter provided (the “Permit”).

NOW, THEREFORE, BE IT KNOWN THAT, subject to the conditions hereof, this Permit is issued to the Applicant to use the Property for the purpose described above, said use hereinafter being referred to interchangeably as a “Permitted Use” or “Use”.

**Conditions of Permit**

The conditions to which the granting of this Permit is subject are as follows:

1. Development and operation on the Property is governed by this Permit. The rights granted by this Permit are transferable, and any breach of any terms hereof shall cause this Permit to expire and terminate, subject to the rights of the Applicant to cure such default or deficiency as set forth in this Permit.
2. In respect to the proposed Use:
  - a. A site plan showing the Property’s boundaries, proposed structures, parking, access points, and drives, is attached hereto and incorporated herein as Exhibit “A.”
  - b. The Property shall be developed and maintained in accordance with the site plan (Exhibit “A”) and all other exhibits, if any, of this Agreement. Any modifications to the site plan

must be submitted to the Planning Department for approval. Modifications of any other document or exhibit shall be subject to approval of the City, as directed by the City Administrator, unless otherwise expressly provided in the document or exhibit to be modified.

- c. Applicant hereby indemnifies the City against, and holds the City harmless from any liability, loss, claim or expense whatsoever (including, but not limited to, reasonable attorney fees and court costs) arising out of or resulting from the acts, omissions or negligence of the Applicant or its agents, employees, assigns, suppliers or invitees, including, but not limited to, any liability, loss, claim or expense arising out of or resulting from any violations of any applicable environmental or safety law, rule or regulation relating to the Applicant's Use of the Property.

3. The Applicant's right to maintain the Use of the Property, as contemplated by this Permit, shall be based on the following conditions:

- a. A periodic inspection to determine compliance with the conditions of this Permit. The Permit may be revoked only upon a finding by the City that there is a material violation of the material terms of this Permit if the violation occurs after written notice from the City to Applicant and opportunity to cure in the time and manner described below.
- b. The Use authorized by this Permit must be initiated within 12 months after the date of the approval of this Permit otherwise such Permit shall become void.
- c. All obsolete or unused structures, accessory facilities, or materials with an environmental or safety hazard shall be abated and/or removed from the Property at Applicant's expense within twelve (12) months of cessation of the Use of the Property.

4. Notwithstanding any other provision herein to the contrary, this Permit, and all rights granted hereby, shall expire, and terminate as to a Permitted Use hereunder upon the first of the following to occur:

- a. Applicant's abandonment of the Permitted Use. There shall be a presumption that the project on the Property has been abandoned if the Applicant fails to use the Property for the Permitted Uses for any twelve (12) consecutive month period.
- b. Cancellation, revocation, denial, or failure to maintain any federal, state, or local permit required for the Use, and such cancellation, revocation, denial, or failure to maintain any federal, state, or local rights are provided under laws, rules and regulations governing said permit.
- c. Applicant's breach of other terms hereof and its failure to cure such breach in the time and manner set forth below.

5. In the event the Applicant fails to promptly remove any safety, environmental or other hazard or nuisance from the Property, or upon the expiration or termination of this Permit the Applicant fails to promptly remove any remaining safety, environmental or other hazard or nuisance, the City may at its option (but without obligation to the Applicant or any third party to exercise said option) cause the same to be removed at Applicant's cost (including, but not limited to the cost of any excavation and earthwork that is necessary or advisable in connection with the removal thereof) and the Applicant shall reimburse the City the costs incurred to remove the same, Applicant hereby irrevocably grants the City, its agents and employees, the rights, provided notice is furnished to the Applicant along with a reasonable time to remove or cure such hazard, to enter the Property and to take whatever action as is necessary or appropriate to remove any such hazards, nuisances in accordance with the terms of this Permit, and the right of the City to enter the Property as may be necessary or appropriate to carry out any other provision of this Permit.

6. If any provisions, or any portion thereof, contained in this Permit are held to be unconstitutional, invalid, or unenforceable, the remaining provisions hereof, or portions thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

7. The conditions and terms of this Permit shall be binding upon Applicant, its successors, and assigns.
- a. Delay of City to terminate this Permit on account of breach of Applicant of any terms hereof in accordance with the terms hereof shall not constitute a waiver of City's right to terminate this Permit unless the City has expressly waived said breach. A waiver of the right to terminate upon any breach shall not constitute a waiver of the right to terminate upon a subsequent breach of the terms hereof, whether said breach be of the same or different nature.
  - b. Cure Rights. Notwithstanding any other provision of this Permit to the contrary, Applicant shall be entitled to notice and opportunity to cure a breach of this Permit as follows. City will notify the Applicant of any breach of this Permit. Cure shall be commenced and completed as soon as possible and in all cases within seven (7) days after City provides notice of breach; provided, however, in any case that cure cannot be completed within 7 days, additional time will be allowed, so long as cure is commenced within the time required in this Section b and diligently pursued and completed as soon as possible, and allowing additional time does not present or increase risk of harm to persons or property. City shall have the right to terminate this Permit if a breach is not timely cured.
  - c. Nothing herein shall be construed to be a waiver or suspension of, or an agreement on the part of the City to waive or suspend, any zoning law or regulation applicable to the premises except to the extent and for the duration specifically authorized by this Permit.
  - d. Applicant shall be responsible for recording this Permit with Sarpy County Register of Deeds at the Applicant's expense.
  - e. Any notice to be given by City hereunder shall be in writing and shall be sufficiently given if sent by regular mail, postage prepaid, addressed as follows:  

DBA American Towing, LLC  
Shane Hoeft  
1010 Fort Crook Road, South  
Bellevue, NE 68005
  - f. All recitals at the beginning of this document and exhibits or other documents referenced in this Permit shall be incorporated herein by reference.

Effective Date:

This Permit shall take effect upon the filing hereof with the City Clerk, a signed original hereof.

The City of Bellevue

By: \_\_\_\_\_  
Rusty Hike, Mayor

ATTEST:

\_\_\_\_\_  
Susan Kluthe, City Clerk

STATE OF NEBRASKA        )  
                                      )SS:  
COUNTY OF SARPY         )

The undersigned, a notary public qualified in and for said county, does hereby certify that Rusty Hike and Susan Kluthe, whose names as Mayor and City Clerk respectively, of the City of Bellevue, Nebraska, a municipal corporation, are signed to the foregoing instrument and who are each known to me and known to be such officers, acknowledged before me on this day and they, in their respective capacities as Mayor and Deputy City Clerk, executed and delivered said instrument as their voluntary act and deed and voluntary act and deed of such corporation.

Witness my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, 2025.

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

Bja Investments, LLC  
By:

\_\_\_\_\_  
Bradley Arrowsmith

STATE OF NEBRASKA        )  
                                      )SS:  
COUNTY OF \_\_\_\_\_)

The undersigned, a notary public qualified in and for said county, does hereby certify that Bradley Arrowsmith signed the foregoing instrument, acknowledged before me on this day and he executed and delivered said instrument as his voluntary act and deed.

Witness my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, 2025.

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

All American Towing, LLC  
By:

\_\_\_\_\_  
Shane Hoeft

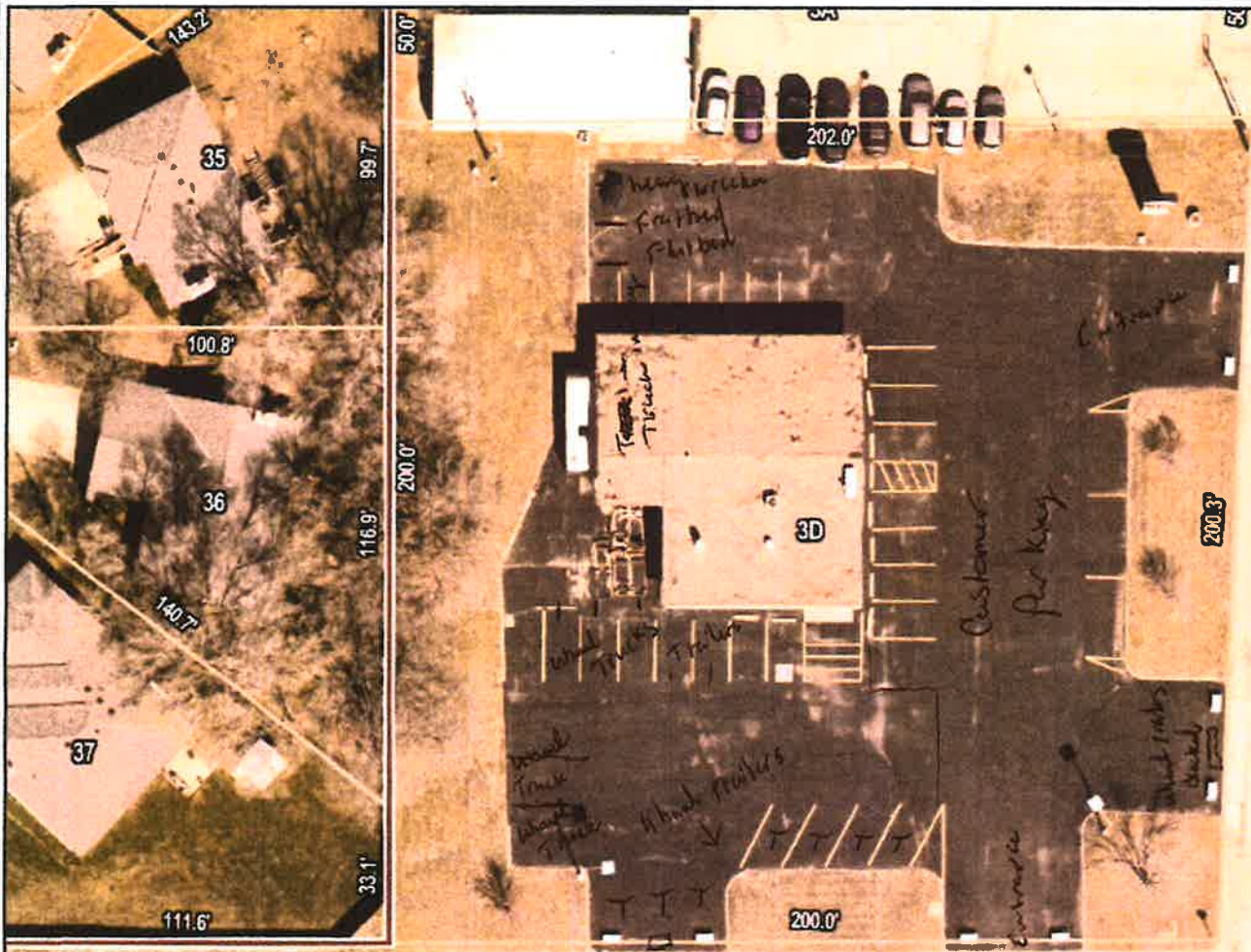
STATE OF NEBRASKA        )  
  )SS:  
COUNTY OF \_\_\_\_\_)

The undersigned, a notary public qualified in and for said county, does hereby certify that Shane Hoeft signed the foregoing instrument, acknowledged before me on this day and he executed and delivered said instrument as his voluntary act and deed.

Witness my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, 2025.

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

Sarpy County GIS

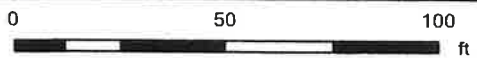


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JUL 22 2025  
PLANNING DEPT.

Fort Crook Rd S

Lloyd St

Sarpy County GIS



Map Scale 1: 696

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Notes for building anything looking to  
 Park oversized vehicle 26 foot wheel,  
 36 foot wrecker, 33 foot flatbed and 20  
 foot wheel. All Trucks are new no  
 Junk. or disabled vehicles own tow

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

14b.  
10/21/2025

COUNCIL MEETING DATE: October 21, 2025		SUBMITTED BY: Tammi Palm, Planning 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 checked="" type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

**SUBJECT:**  
Request to final plat Lots 1 through 7, and Outlots A and B, Quail Crossing, being a replat of Lot 1, Katherine Addition, and Part of the Northeast 1/4 of the Southwest 1/4 north of the road, all located in the Southwest 1/4 of Section 32, T14N, R13E of the 6th P.M., Sarpy County, Nebraska; and approval of the Quail Crossing Development Agreement. Applicant: Quail Crossing, LLC. General location: South 42nd Street and Hwy 370 .

**SYNOPSIS/BACKGROUND:**  
Scott Alff, on behalf of Quail Crossing, LLC., has submitted a request to final plat Lots 1 through 7, and Outlots A and B, Quail Crossing for the purpose of commercial and multi-family residential development. The final plat is in conformance with the approved preliminary plat. In conjunction with the final plat, the applicant is also requesting approval of the Development Agreement.

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 NAME:

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

ACCOUNTING DISTRIBUTION CODE:  ACCOUNT NUMBER:

**RECOMMENDATION:**  
The Planning Department and Planning Commission are recommending approval of this request.

- ATTACHMENTS:**
- |   |  |  |
|---|--|--|
| 1. <input type="text" value="PC Recommendation"/> | 2. <input type="text" value="Staff Report"/> | 3. <input type="text" value="Quail Crossing Development Agreement"/> |
| 4. <input type="text"/>                           | 5. <input type="text"/>                      | 6. <input type="text"/>  |

**SIGNATURES:**

LEGAL APPROVAL AS TO FORM: *Daniel Willis*

FINANCE APPROVAL AS TO FORM: *[Signature]*

ADMINISTRATOR APPROVAL AS TO FORM: *[Signature]*

# City of Bellevue

## PLANNING COMMISSION RECOMMENDATION

APPLICANT: Quail Crossing, LLC

CASE #'s: S-2508-17

CITY COUNCIL HEARING DATE: October 21, 2025

REQUEST: to final plat Lots 1 thru 7, and Outlots A & B, inclusive, Quail Crossing being a replat of Lot 1, Katherine Addition, located in the Northeast ¼ of the Southwest ¼ Section 32, T14N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska, from AG and RE, to BG and RG-20-PS for the purpose of commercial and multi-family residential development.

On September 25, 2025, the City of Bellevue Planning Commission voted six yes, zero no, three absent and zero abstained:

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

VOTE:

Yes:	Six:	No:	Zero:	Abstain:	Zero:	Absent:	Three:
	Ackley						Aerni
	Hankins						Bennett
	Lasenburg						Sims
	Taylor-Jones						
	Perrin						
	Yoder						

Planning Commission Hearing (s) was held on: September 25, 2025.

# CITY OF BELLEVUE PLANNING DEPARTMENT

## RECOMMENDATION REPORT # 2

**CASE NUMBER:** S-2508-17

**FOR HEARING OF:**

**REPORT #1:** September 25, 2025

**REPORT #1:** October 21, 2025

### **I. GENERAL INFORMATION**

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

Quail Crossing, LLC  
Attn: Austin Alff  
6860 S 118<sup>th</sup> Street  
Omaha, NE 68137

#### **B. PROPERTY OWNERS:**

Austin Alff and Scott Alff  
c/o Austin Alff  
16602 Longbow Loop  
Omaha, NE 68137

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

South 42<sup>nd</sup> Street and Hwy 370

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

Lots 1 through 7, and Outlots A & B, inclusive, Quail Crossing, being a replatting of Lot 1, Katherine Addition, located in the Northeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 32, T14N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska.

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

1. Final plat lots 1 through 7, and Outlots A & B, inclusive, Quail Crossing

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

AG and RE, Single Family Residential and Vacant

**G. PURPOSE OF REQUEST:**

The purpose of this request is to obtain a final plat approval for the purpose of residential and commercial development.

**H. SIZE OF SITE:**

The site is approximately 16.71 acres.

**II. BACKGROUND INFORMATION**

**A. EXISTING CONDITION OF SITE:**

The site is developed with a single-family residential building and a 3,750-square-foot pole barn.

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

- 1. **North:** Highway 370 right-of-way
- 2. **East:** Commercial (across South 42<sup>nd</sup> Street), BG and BGH-PCO
- 3. **South:** Vacant (across Maass Road), AG
- 4. **West:** Commercial (across South 45<sup>th</sup> Street), BG-PCO

**C. RELEVANT CASE HISTORY:**

- 1. On January 23, 2025, the Planning Commission recommended approval of a request to rezone Lots 1 through 6, and Outlots A and B, Quail Crossing, being a replat of Lot 1, Katherine Addition, and Part of Northeast ¼ of the Southwest ¼, north of the road, located in the Southwest ¼ of Section 32, T14N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska. City Council approved the aforementioned request on March 4, 2025.
- 2. On June 26, 2025, the Planning Commission recommended approval of a request to rezone Lots 1 through 6, and Outlot A and B, Quail Crossing, being a replat of Lot 1, Katherine Addition and Part of Northeast ¼ of Southwest ¼ North of the road all located in the Southwest ¼ of Section 32, T14N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska. City Council approved the aforementioned request on August 19, 2024.
- 3. On August 25, 2025, the Planning Commission recommended approval of a request to final plat Lots 1 through 7, and Outlot A and B, Quail Crossing, being a replatting of Lot 1, Katherine Addition and Part of the Northeast ¼ of Southwest ¼ North of the road all located in the Southwest ¼ of Section 32, T14N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska.

**D. APPLICABLE REGULATIONS:**

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

**III. ANALYSIS**

**A. COMPREHENSIVE PLAN:**

The Future Land Use Map of the Comprehensive Plan designates this area as mixed use.

**B. OTHER PLANS:**

None

**C. TRAFFIC AND ACCESS:**

1. The 2022 MAPA traffic data indicates 31,000 vehicles per day along Highway 370 near the intersection of South 42<sup>nd</sup> Street.
2. Shannon Drive will be the east-west street through the proposed plat, with access from South 42<sup>nd</sup> Street and South 45<sup>th</sup> Street.

**D. UTILITIES:**

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

**E. ANALYSIS:**

1. Scott Alff, on behalf of Quail Crossing, LLC, has submitted a request to final plat Lots 1 thru 7, and Outlots A & B, inclusive, Quail Crossing being a replat of Lot 1, Katherine Addition, for the purpose of commercial and multi-family residential development.
2. BG and RG-20-PS were requested for the zoning and will take effect upon filing of the final plat.
3. This application was sent out to the following departments/individuals for review: Public Works, Permits and Inspections, Offutt Air Force Base, Sarpy County Public Works, and Papillion LaVista School District. The cover letter indicated a deadline to send comments back to the Planning Department and also stated that if the requested department did not have comments pertaining to the application, no response was needed.

Bellevue Public Works Engineer Matt Knight and Sarpy County Surveyor Mike Sharp requested technical revisions to the plat. All comments have since been satisfied by the applicant's engineer.

No other comments were received on this case.

4. The final plat is in general conformance with the approved preliminary plat.
5. The developer owes \$15,653.30 in park development fees, which will need to be paid before filing the final plat.
6. The development agreement has been reviewed by the City Attorney

**F. TECHNICAL DEFICIENCIES:**

None.

**IV. DEPARTMENT RECOMMENDATION**

APPROVAL based upon conformance with the preliminary plat.

**V. PLANNING COMMISSION RECOMMENDATION**

APPROVAL based upon conformance with the preliminary plat.

**VI. ATTACHMENTS TO REPORT**

1. Vicinity map/Zoning Map
2. GIS aerial photo of the property
3. Final plat received September 12, 2025
4. Quail Crossing Development Agreement

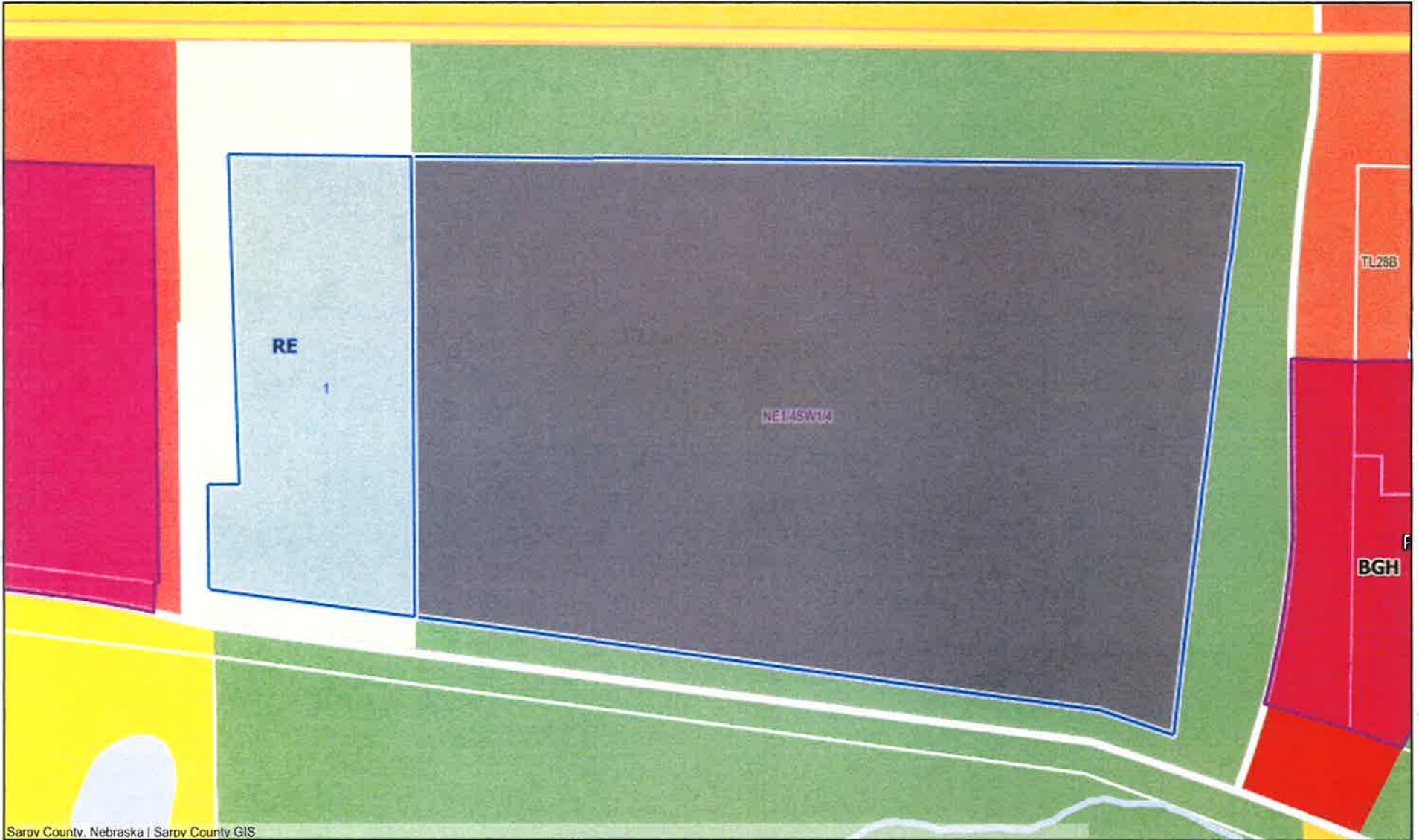
**VII. COPIES OF REPORT TO:**

1. Quail Crossing, LLC. (Attn: Austin Alff)
2. E & A Consulting Group, Inc. (Attn: Jeff Stoll)
3. Scott Alff
4. Public Upon Request

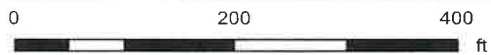
  
Assistant Planning Manager

  
Planning Director                      10/14/2025  
Date of Report

# Quail Crossing Final Plat Zoning Map

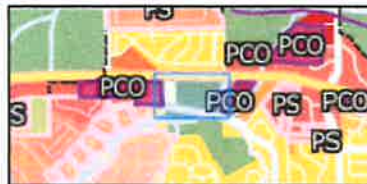


Sarpy County, Nebraska | Sarpy County GIS



Map Scale 1: 2620

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.



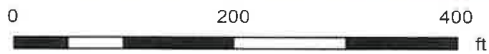
Notes



# Quail Crossing Final Plat



Sarpy County, Nebraska | Sarpy County GIS



Map Scale 1: 2620

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





**DEVELOPMENT AGREEMENT**

**THIS DEVELOPMENT AGREEMENT** (hereinafter "Agreement") made pursuant to Zoning Ordinances of the City of Bellevue, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between THE CITY OF BELLEVUE, NEBRASKA, a municipal corporation, (hereinafter "City") and QUAIL CROSSING, LLC, a Limited Liability Company, (hereinafter "Developer").

**WITNESSED**

WHEREAS, Developer is the legal owner of the real estate described on the attached Exhibit "A", which is incorporated herein by this reference and desires to establish and develop such property according to the provisions of Article 5.19 of the City Zoning Ordinances for the development of the Quail Crossing project;

WHEREAS, Developer desires to establish and develop such Property according to the provisions of Article 5.19 of the City Zoning Ordinances for the development of the Quail Crossing project (hereinafter the "Project");

WHEREAS, in accordance with the requirements of the City Code, Developer has presented a site plan attached hereto as Exhibit "B" and incorporated herein by this reference (hereinafter the "Development Plan");

WHEREAS, City, in the interest of maintaining the public health, safety and welfare, desires to assure that the Project is developed substantially in accordance with the Development Plan and therefore considers this Agreement to be in the best interests of the City;

WHEREAS, Developer is willing to commit itself to the development of the Project substantially in accordance with the Development Plan and desires to have a reasonable amount of flexibility to carry out the Project and therefore considers this Agreement to be in its best interests; and

WHEREAS, the City and Developer desire to set forth in this Agreement their respective understandings and agreements with regard to the Project.

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

**Section 1  
Definitions**

For the purposes of this Agreement, the definitions in the Bellevue Municipal Code, shall apply. In addition, "site improvement" shall mean any building, parking, landscaping, signage, fencing, or other regulated structures.

**Section 2  
Development Plan**

- A. Except as otherwise permitted in this Agreement, the Project shall be developed in accordance with the City of Bellevue Comprehensive Plan, the City of Bellevue Zoning and Subdivision regulations, the terms and conditions of this Agreement, the Development Plan, and the specific design criteria.
- B. It is intended that this Development Plan be a general schematic of the development indicating the manner in which the Developer intends to meet the requirements of this Agreement. All parties recognize that from time to time for good and sufficient reasons it may be necessary for the Developer to alter the size, location, use, or type of the buildings or other site improvements.

**Section 3**  
**Installation of Public and Private Improvements**

- A. Developer agrees to commence the timely and orderly installation of all public improvements (“Public Improvements”) as shown in the attached Preliminary Plan and Exhibits: Grading (1-page); Preliminary Paving (3-pages); Preliminary Street Profiles (2-pages); Sanitary Sewer (1-page); Storm Sewer (1- page) and Water (1-page) following execution of this Agreement pursuant to appropriate provisions of the City of Bellevue Code. The installation of such Public Improvements may occur concurrently with private improvements. Public Improvements shall be completed prior to any occupancy certification being issued. The site-specific private improvements shall be completed prior to an occupancy certificate being issued for such lot unless otherwise provided by the terms of this Agreement, pursuant to the Development Plan.
- B. Prior to the commencement of the construction of the public improvements, Developer shall submit to the Public Works Department plans and specifications for such improvements, adequate liability insurance and indemnity in favor of the City, and adequate material and labor bonds. All plans shall be prepared by an approved licensed professional engineer and shall be subject to review and approval by the Public Works Director.
- C. Prior to the acceptance of the Public Improvements by the City of Bellevue, the Developer shall submit:
  - a. A letter from the NDOT approving the improvements within the NDOT right-of-way.
  - b. As-built plans; CCTV reports and video; and testing reports.
  - c. Approved and filed City of Bellevue Temporary Waiver of Sidewalk Construction for 42nd Street from Shannon Drive to Highway 370.

**Section 4**  
**Permitted Uses**

The Project shall be developed and used in accordance with the applicable permitted uses pursuant to Zoning Ordinances of the City of Bellevue.

**Section 5**  
**Site Development Regulations**

- A. Except as otherwise permitted in this Agreement, the Project shall be developed in accordance with the applicable site development regulations of the General Business (BG) District and RG-20-PS except as modified by the terms of this Agreement, including the exhibits hereto.
- B. As long as the site development regulations are not violated, Developer may alter the location, physical shape or exterior dimensions of any structure shown on the Development Plan, within the boundaries of any platted lot subject to the following limitations:
  - 1. The changes shall be consistent with the Bellevue Comprehensive Plan and Bellevue Zoning Code.
  - 2. Any changes determined by the Planning Director to be inconsistent with the design criteria shall be considered a major amendment to this Agreement and will require review by the Planning Commission and approval by the City Council.
- C. In addition to the above site development regulations, the provisions of the Bellevue Comprehensive Plan and Bellevue Zoning Code relating to mixed use development areas, as amended or adopted from time to time, shall also apply.
- D. So long as the site development regulations or design criteria are not violated (except for any side yard set-back or landscape buffering requirements which may be modified in the event of a lot revision, combination or division), Developer may reduce or increase the number of lots as shown on the Development Plan by revising lot lines, combining, or dividing lots.

1. The City may, by administrative subdivision, grant any such revisions, combinations or divisions as necessary to carry out the Development Plan, subject to approval of City Planning Director.
2. An application for an administrative subdivision to make such changes shall include as attachment a revision to the Development Plan and Design Criteria.

**Section 6  
Parking**

- A. Parking for the Project shall be in accordance applicable Zoning Ordinances of the City of Bellevue.
- B. As long as the parking design standard regulations are not violated, Developer may alter the location, physical shape or exterior dimensions of any parking area shown on the Development Plan, within the boundaries of the property.

**Section 7  
Landscaping and Screening**

- A. Landscaping for the Project shall be according to the provisions of Article 9 of the City Zoning Ordinances and as shown in the attached Planned Subdivision Landscape Plan.

**Section 8  
Signage**

- A. Signage for the project shall be in accordance with Article 7 of the City of Bellevue Zoning Ordinance. The signage shall meet the minimum requirements of the Bellevue City Code for the General Business District except as modified by this Agreement, including the exhibits hereto.
- B. All signs will be installed subject to a sign permit from the City of Bellevue. Unless provided for in this Agreement, all other provisions and regulations governing signs in effect at the time of application for a sign permit shall apply.

**Section 9  
Miscellaneous Provisions**

- A. Administration. The City Administrator of the City of Bellevue or his or her designee, shall have the authority to administer this Agreement on behalf of the City and to exercise discretion with respect to those matters contained herein so long as the development proceeds in general accord with the Development Plan and with regard to those matters not fully determined at the date of this Agreement. The provisions of this Agreement shall run with the land in favor of and for the benefit of the City and shall be binding upon present and all successor owners of the real estate described in the attached Exhibit "A".
- B. Non-discrimination. Developer shall not, in the performance of this contract, 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.
- C. Applicable Law. All parties to this Agreement shall comply with all existing and applicable City ordinances, resolutions, state and federal laws, and all existing and applicable rules and regulations. Nebraska law will govern the terms and the performance under this contract.
- D. Amendments/Invalidity. All major amendments to this Agreement shall require the approval of the City Council of the City of Bellevue and the Developer and/or its successors. The provision shall not abrogate any legal remedies available to the City Council of the City of Bellevue or the City Administrator or Planning Director of the City of Bellevue. If any provision of this Agreement is held invalid, such provisions shall be deemed to be exercised therefrom and the invalidity thereof shall not affect any of the other provisions contained herein.

E. Exhibits. The following Exhibits are made a part of this Agreement and have been attached to this Agreement prior to its execution.

- Exhibit "A" - Legal Description
- Exhibit "B" - Final Plat
- Exhibit "C-1" thru "C-6" - Improvement Plans

IN WITNESS WHEREOF, the undersigned have executed this Agreement on or before the day and year first above written.

CITY OF BELLEVUE, NEBRASKA

By \_\_\_\_\_  
\_\_\_\_\_, Mayor

Attest:

By \_\_\_\_\_  
\_\_\_\_\_, City Clerk

DEVELOPER:

Quail Crossing, LLC

By \_\_\_\_\_  
\_\_\_\_\_, Manager

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, before me, the undersigned, a Notary Public duly commissioned and qualified for said county, personally came \_\_\_\_\_, Manager of Quail Crossing, LLC, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof to be his voluntary act and deed on behalf of said Company.

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

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

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

A TRACT OF LAND BEING ALL OF LOT 1, KATHERINE ADDITION, A SUBDIVISION LOCATED IN THE NE1/4 OF THE SW1/4 OF SECTION 32, AND ALSO TOGETHER WITH PART OF SAID NE1/4 OF THE SW1/4 OF SECTION 32, ALL LOCATED IN TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE 6TH P.M., CITY OF BELLEVUE, SARPY COUNTY, NEBRASKA.

BEGINNING AT A FOUND 3/4" PINCHED TOP PIPE ACCEPTED AS MARKING THE NORTHWEST CORNER OF SAID LOT 1, KATHERINE ADDITION, SAID POINT ALSO BEING THE INTERSECTION THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 370 AND THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH 45TH STREET; THENCE S89°26'45"E (BASIS OF BEARING: DOUGLAS / SARPY COUNTY LOW DISTORTION PROJECTION) ALONG THE NORTH LINE OF SAID LOT 1, KATHERINE ADDITION, AND THE EASTERLY EXTENSION THEREOF, SAID LINE ALSO BEING SAID SOUTHERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 370, A DISTANCE OF 1155.74 FEET TO A FOUND 5/8" REBAR ACCEPTED AS MARKING THE INTERSECTION OF SAID SOUTHERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 370 AND THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH 42ND STREET; THENCE S03°43'03"W ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF SOUTH 42ND STREET, A DISTANCE OF 693.68 FEET TO A FOUND 5/8" REBAR ACCEPTED AS MARKING THE INTERSECTION OF SAID WESTERLY RIGHT-OF-WAY LINE OF SOUTH 42ND STREET AND THE NORTHERLY RIGHT-OF-WAY LINE OF MAASS ROAD; THENCE WESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF MAASS ROAD, SAID LINE ALSO BEING THE SOUTH LINE OF SAID LOT 1, KATHERINE ADDITION AND THE EASTERLY EXTENSION THEREOF ON THE FOLLOWING TWO (2) DESCRIBED COURSES: (1) N68°45'21"W, A DISTANCE OF 18.14 FEET TO A FOUND 5/8" REBAR ACCEPTED AS MARKING THE CORNER; (2) THENCE N82°20'36"W, A DISTANCE OF 1124.28 FEET TO A FOUND 5/8" REBAR WITH PLASTIC CAP LS-579 MARKING THE SOUTHWEST CORNER OF SAID LOT 1, KATHERINE ADDITION, SAID POINT ALSO BEING SAID NORTHERLY RIGHT-OF-WAY LINE OF MAASS ROAD AND SAID EASTERLY RIGHT-OF-WAY LINE OF SOUTH 45TH STREET; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID LOT 1, KATHERINE ADDITION, SAID LINE ALSO BEING SAID EASTERLY RIGHT-OF-WAY LINE OF SOUTH 45TH STREET ON THE FOLLOWING THREE (3) DESCRIBED COURSES: (1) N00°47'36"W, A DISTANCE OF 142.06 FEET TO A FOUND 5/8" REBAR WITH PLASTIC CAP LS-579 MARKING THE CORNER; (2) THENCE S89°43'17"E, A DISTANCE OF 38.81 FEET TO A FOUND 3/4" PINCHED TOP PIPE ACCEPTED AS MARKING THE CORNER; (3) THENCE N02°18'58"W, A DISTANCE OF 405.50 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS AN AREA OF 702,967 SQUARE FEET OF 16.138 ACRES, MORE OR LESS.

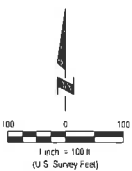
# QUAIL CROSSING

LOTS 1 THRU 7 INCLUSIVE & OUTLOTS 'A' & 'B'

BEING A REPLATING OF LOT 1, KATHERINE ADDITION, A SUBDIVISION LOCATED IN THE NE 1/4 OF THE SW 1/4 OF SECTION 32 AND A SO TOGETHER WITH PART OF SAID NE 1/4 OF THE SW 1/4 OF SECTION 32, ALL LOCATED IN TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE 6TH P.M. CITY OF BELLEVUE, SARRY COUNTY, NEBRASKA, LYING NORTH OF THE COUNTY ROAD, EXCEPT THAT PART AS SET OUT IN RETURN OF APPRAISERS FILED JUNE 28, 1963 IN BOOK 26, PAGE 533, AND EXCEPT THAT PART AS SET OUT IN WARRANTY DEED FILED JUNE 4, 1992 IN INSTRUMENT NO. 1992-11855

## LEGEND

- DOUGLAS (SARRY) LOW DISTORTION PROJECTION**
- NON-MONUMENTED**
- 56' BEARER (UNLESS NOTED OTHERWISE)
- BOUNDARY LINE
- RIGHT OF WAY LINE
- LOT LINE
- EASEMENTS
- EXIST. SECTION CORNER
- EXIST. SECTION LINES
- EXIST. PROPERTY LINES
- MEASURED DISTANCES
- RECORD DISTANCE



BIG-ZONING SETBACK TABLE (LOTS 1 THRU 8 & OUTLOT 'A')	
FRONT YARD	NO W
INTERIOR SIDE YARD	5'
STREET SIDE YARD	NONE
REAR YARD	10'

BIG-ZONING SETBACK TABLE (LOT 7 & OUTLOT 'B')	
FRONT YARD	20'
INTERIOR SIDE YARD	5'
STREET SIDE YARD	15'
REAR YARD	10'

## SURVEYORS CERTIFICATION

I, FRANK C. ELDER, NEBRASKA PROFESSIONAL LAND SURVEYOR NO. PLS-M4, DULY REGISTERED UNDER THE LAND SURVEYORS REGULATION ACT, DO HEREBY STATE THAT I HAVE PERFORMED A SURVEY OF THE LAND DESCRIBED IN THE ACCOMPANYING PLAN, THAT SAID PLAN IS A TRUE AND CORRECT STATEMENT OF SAID SURVEY PERFORMED PERSONALLY OR UNDER MY DIRECT SUPERVISION, THAT SAID SURVEY WAS MADE WITH REFERENCE TO KNOWN AND RECORDED ADJUNCTIONS MARKED AS SHOWN AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE, CORRECT AND IN ACCORDANCE WITH THE NEBRASKA STANDARDS FOR SURVEYS IN NEBRASKA IN EFFECT AT THE TIME OF THIS SURVEY.

## LEGAL DESCRIPTION

BEING A REPLATING OF LOT 1, KATHERINE ADDITION, A SUBDIVISION LOCATED IN THE NE 1/4 OF THE SW 1/4 OF SECTION 32 AND ALSO TOGETHER WITH PART OF SAID NE 1/4 OF THE SW 1/4 OF SECTION 32 ALL LOCATED IN TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE 6TH P.M. CITY OF BELLEVUE, SARRY COUNTY, NEBRASKA, LYING NORTH OF THE COUNTY ROAD, EXCEPT THAT PART AS SET OUT IN RETURN OF APPRAISERS FILED JUNE 28, 1963 IN BOOK 26, PAGE 533, AND EXCEPT THAT PART AS SET OUT IN WARRANTY DEED FILED JUNE 4, 1992 IN INSTRUMENT NO. 1992-11855.

BEGINNING AT A FOUND 3/4" PINCHED TOP PIPE ACCEPTED AS MARKING THE NORTHWEST CORNER OF SAID LOT 1, KATHERINE ADDITION, SAID POINT IS 20 BEING THE INTERSECTION THE SOUTHERLY RIGHT OF WAY LINE OF STATE HIGHWAY NO. 370 AND THE EASTERLY RIGHT OF WAY LINE OF SOUTH 4TH STREET, THENCE S89°28'51" E ALONG SAID BOUNDARY COLLAR (SARRY COUNTY LOW DISTORTION PROJECTION) ALONG THE NORTH LINE OF SAID LOT 1, KATHERINE ADDITION AND THE EASTERLY EXTENSION THEREOF, SAID LINE ALSO BEING SAID SOUTHERLY RIGHT OF WAY LINE OF STATE HIGHWAY NO. 370, A DISTANCE OF 158.78 FEET TO A FOUND 1/2" PINCHED TOP PIPE ACCEPTED AS MARKING THE INTERSECTION OF SAID SOUTHERLY RIGHT OF WAY LINE OF STATE HIGHWAY NO. 370 AND THE WESTERLY RIGHT OF WAY LINE OF SOUTH 4TH STREET, THENCE S02°02'00" W ALONG SAID WESTERLY RIGHT OF WAY LINE OF SOUTH 4TH STREET AND THE NORTHERLY RIGHT OF WAY LINE OF MASS ROAD, THENCE WESTERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE OF MASS ROAD, SAID LINE ALSO BEING THE SOUTH LINE OF SAID LOT 1, KATHERINE ADDITION AND THE EASTERLY EXTENSION THEREOF, ON THE FOLLOWING TWO (2) DESCRIBED COURSES: (1) N67°07'39" W A DISTANCE OF 181.4 FEET TO A FOUND 1/2" PINCHED TOP PIPE ACCEPTED AS MARKING THE CORNER (2) THENCE N67°38'18" W A DISTANCE OF 104.28 FEET TO A FOUND 1/2" PINCHED TOP PIPE ACCEPTED AS MARKING THE SOUTHWEST CORNER OF SAID LOT 1, KATHERINE ADDITION, SAID POINT ALSO BEING SAID NORTHERLY RIGHT OF WAY LINE OF MASS ROAD AND SAID EASTERLY RIGHT OF WAY LINE OF SOUTH 4TH STREET, THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID LOT 1, KATHERINE ADDITION, INCLUDING ALL BOUNDARY LINES, TO THE RIGHT OF WAY LINE OF SOUTH 4TH STREET ON THE FOLLOWING THREE (3) DESCRIBED COURSES: (1) N02°47'35" W A DISTANCE OF 142.86 FEET TO A FOUND 1/2" PINCHED TOP PIPE ACCEPTED AS MARKING THE CORNER (2) THENCE S89°41'17" E A DISTANCE OF 38.4 FEET TO A FOUND 1/2" PINCHED TOP PIPE ACCEPTED AS MARKING THE CORNER (3) THENCE N82°15'34" W A DISTANCE OF 489.50 FEET TO THE POINT OF BEGINNING.

## DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, QUAIL CROSSING, LLC, OWNERS OF THE PROPERTY DESCRIBED IN THE SURVEYORS CERTIFICATION AND EMBRACED WITHIN THIS PLAN, HAVE CALLED SAID LAND TO BE SURVEYED INTO LOTS AND STREETS TO BE NAMED AND MARKED AS SHOWN, SAID SURVEYOR TO BE HEREAFTER KNOWN AS QUAIL CROSSING, LLC, TO BE NUMBERED AS SHOWN, AND WE DO HEREBY AFFIRM AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAN, AND WE DO HEREBY DEDICATE TO THE PUBLIC FOR PUBLIC USE THE STREET, AND WE DO HEREBY GRANT EASEMENTS AS SHOWN ON THIS PLAN. WE DO FURTHER GRANT A PERPETUAL EASEMENT TO THE CHAIRMAN PUBLIC POWER DISTRICT (OPPS), LOCAL COMMUNICATIONS, AND CENTURIAL WALK ACROSS FIVE (5) FOOT WIDE STRIP OF LAND ABUTTING ALL FRONT AND SIDE BOUNDARY LOT LINES, AN EIGHT (8) FOOT WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL INTERIOR LOTS, AND A SIXTEEN (16) FOOT WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL EXTERIOR LOTS, THE TERM EXTENDING TO THE DATE SAID FIVE (5) FOOT WIDE STRIP FORMING THE OUTER PERIMETER OF THE ABOVE DESCRIBED ADDITION, THE SIXTEEN (16) FOOT WIDE STRIP MAY BE REDUCED TO EIGHT (8) FEET WIDE WHEN THE ADJACENT LAND IS SURVEYED, PLATTED AND RECORDED. THE SURVEYOR SHALL GRANT PERPETUAL EASEMENTS TO METROPOLITAN UTILITIES DISTRICT AND/OR BLACK HILLS ENERGY, THEIR SUCCESSORS AND ASSIGNS TO INSTALL, OPERATE, MAINTAIN, REPAIR AND RENEW PIPELINES, HYDRO-PANES AND OTHER RELATED FACILITIES AND TO EXTEND THEREON PIPES FOR THE TRANSMISSION OF GAS AND WATER ON, THROUGH, UNDER AND ACROSS A FIVE (5) FOOT WIDE STRIP OF LAND ABUTTING ALL CORNERS OF SAID STREETS, NO PERMANENT BUILDINGS OR RETAINING WALLS SHALL BE PLACED IN SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT, THEN OR LATER INTERFERE WITH THE ABOVE SAID RIGHTS HEREIN GRANTED.

## QUAIL CROSSING, LLC

SCOTT A. LEE	MEMBER	DATE

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

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ BEFORE ME, THE UNDERSIGNED A NOTARY PUBLIC, IN AND FOR SAID COUNTY, PERSONALLY CAME SCOTT A. LEE, MEMBER OF QUAIL CROSSING, LLC, WHO IS PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THE DEDICATION ON THIS PLAN AND KNOWING FULLY THE SAME TO BE HIS OWN VOLUNTARY ACT AND DEED.

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

NOTARY PUBLIC: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVAL OF BELLEVUE CITY PLANNING COMMISSION

THIS PLAN OF QUAIL CROSSING, LLC IS NUMBERED AS SHOWN AND APPROVED BY THE BELLEVUE CITY PLANNING COMMISSION.

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

COUNTY TREASURER'S CERTIFICATE

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

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

FRANK C. ELDER, PLS-M4, DATE: \_\_\_\_\_

BELLEVUE CITY COUNCIL APPROVAL

THIS PLAN OF QUAIL CROSSING, LLC NUMBERED AS SHOWN AND APPROVED BY THE CITY COUNCIL OF BELLEVUE, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ APPROVAL OF THIS FINAL PLAN SHALL BECOME NULL AND VOID TWENTY (20) DAYS FROM THE DATE OF CITY COUNCIL APPROVAL. THIS FINAL PLAN IS NOT FILED IN THE REGISTER OF DEEDS AS PROVIDED IN SECTION 16-01 OF THE CITY OF BELLEVUE SUBDIVISION REGULATIONS.

WAYSON: \_\_\_\_\_

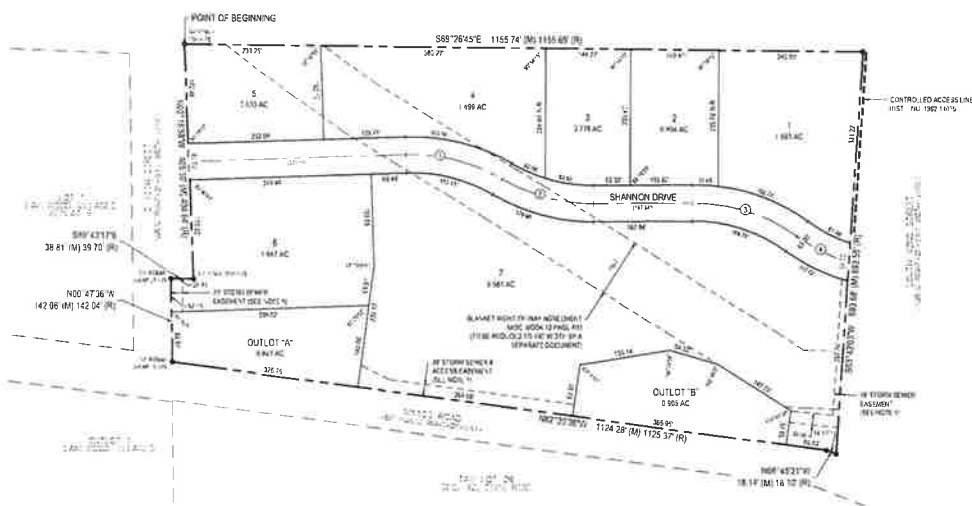
ATTEST: \_\_\_\_\_

REVIEW BY SARRY COUNTY PUBLIC WORKS

THIS PLAN OF QUAIL CROSSING, LLC NUMBERED AS SHOWN AND APPROVED BY THE SARRY COUNTY SURVEYORS OFFICE

DATE: \_\_\_\_\_ DAY: \_\_\_\_\_ MONTH: \_\_\_\_\_

COUNTY SURVEYOR FOR BELLEVUE



- NOTES**
- DIRECT VEHICULAR ACCESS WILL NOT BE ALLOWED TO STATE HIGHWAY NO. 370 FROM LOTS 1, 2, 3 AND 4. DIRECT VEHICULAR ACCESS WILL NOT BE ALLOWED TO SOUTH 4TH STREET FROM LOTS 5, 6 AND 7. DIRECT VEHICULAR ACCESS WILL NOT BE ALLOWED TO SOUTH 4TH STREET FROM LOTS 1 AND 7. DIRECT VEHICULAR ACCESS WILL NOT BE ALLOWED TO MASS ROAD FROM LOT 7 AND OUTLOTS 'A' AND 'B'.
  - ALL ANGLES ARE 90° UNLESS OTHERWISE NOTED.
  - ALL LOT LINES ARE RADIAL TO CURVED STREETS UNLESS SHOWN AS NON-RADIAL IN (R).
  - ALL DIMENSIONS SHOWN WITH PARENTHESES ARE FOR THE LOCATION OF CENTERLINES.
  - ALL EASEMENTS THAT ARE NOT LABELLED WITH ANY RECORDING INFORMATION WILL BE RECORDED BY A SEPARATE DECLARATION.
  - BOUNDARY LINES AND MONUMENTS SHOWN HEREIN REPLICATED FROM BOUNDARY SURVEY COMPLETED AND SIGNED BY JOHN W. VON COLLEN, OF E&A CONSULTING GROUP, INC., NEBRASKA PROFESSIONAL LAND SURVEYOR NO. 819, DATED 06/10/24 AND RECORDED WITH THE NEBRASKA STATE SURVEYORS' OFFICE SURVEY RECORD DEPOSITION.

CENTERLINE CURVE TABLE					
CURVE	RADIUS	LENGTH	ANGULAR	DELTA	DELTA
1	300.00	111.13	33.69	32°43'30"	
2	301.70	103.81	33.48	2°10'25"	
3	200.00	198.71	58.10	36°19'56"	
4	300.00	88.28	30.00	18°52'28"	

**E & A CONSULTING GROUP, INC.**  
Engineering • Planning • Environmental & Field Services  
13023 W Valley Road, Suite 200 • Omaha, NE 68144  
Phone: 402.426.1000 • Fax: 402.426.1001  
Site of E&A: East of 73rd - 24th - C-0009

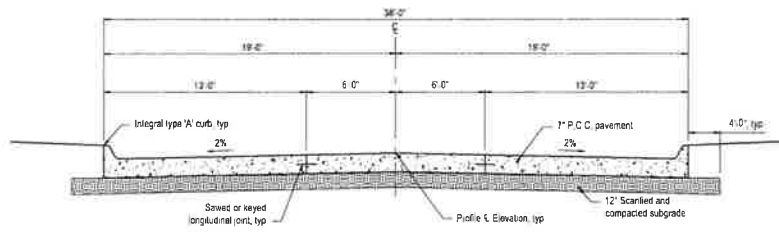
**E & A CONSULTING GROUP, INC.**  
Engineering • Planning • Environmental & Field Services

**QUAIL CROSSING**  
LOTS 1 THRU 7 INCLUSIVE & OUTLOTS 'A' AND 'B'  
BELLEVUE, NEBRASKA

**EXHIBIT 'B'**  
FINAL PLAN

Sub No.	APPROVAL DATE	Drawn by	Checked by	Date
1	06/10/24	AW	AW	
2				
3				
4				
5				
6				
7				
8				
9				

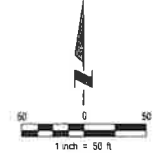




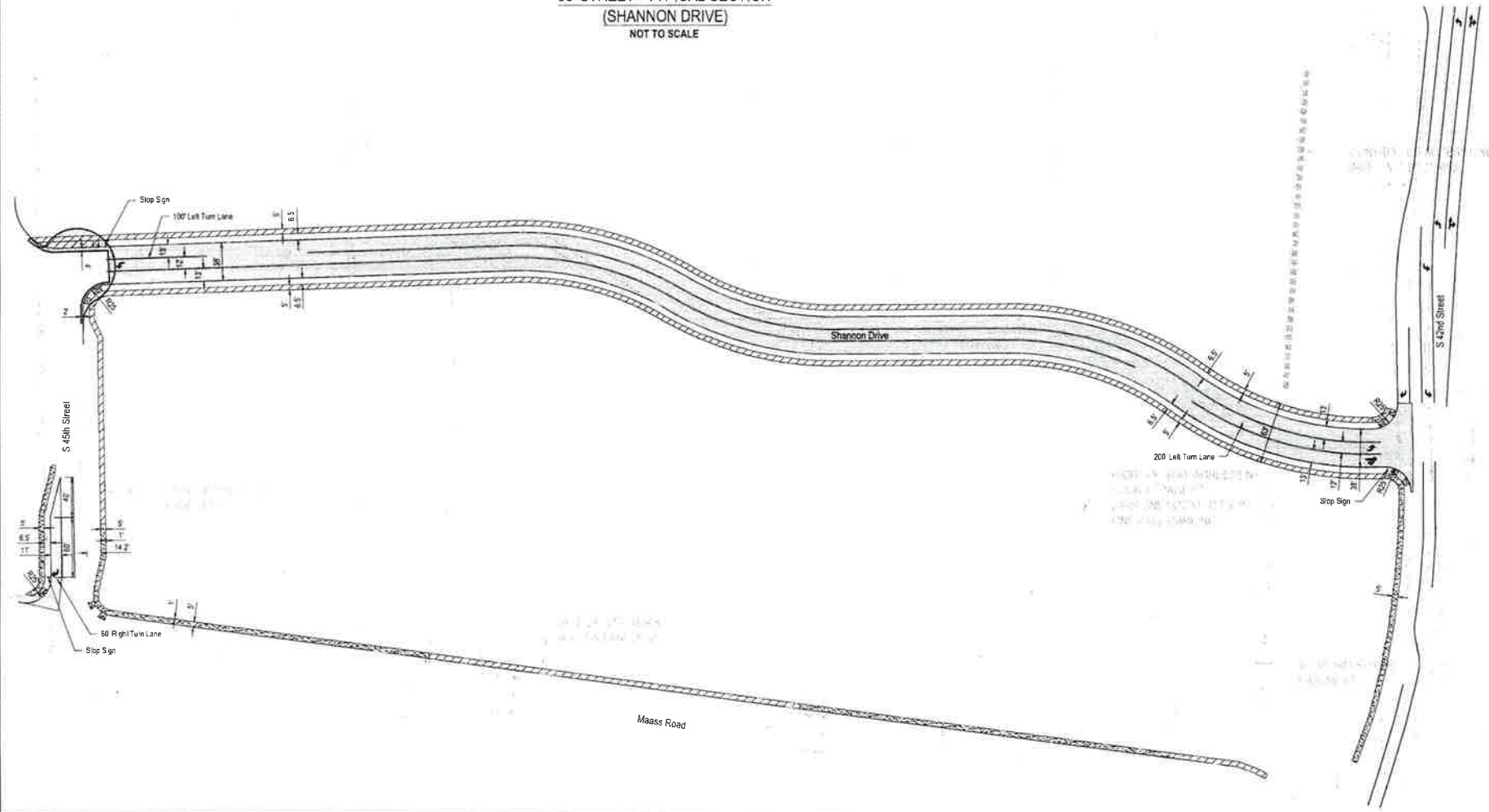
38' STREET - TYPICAL SECTION  
(SHANNON DRIVE)  
NOT TO SCALE

LEGEND

	7" PCC Pavement (6,338 SF)
	5" Sawdust Pavement by Development (4,056 SF)
	5" Sawdust Pavement by Lot Buyer (11,579 SF)
	7" Remove Pavement



Highway 370



**E & A CONSULTING GROUP, INC.**  
Engineering • Planning • Environmental & Field Services  
10092 MA Hwy Road, Suite 100 • Omaha, NE 68154  
Phone: 402.334.4700 • Fax: 402.334.3389  
State of NE Certificate of Accreditation IC-0009

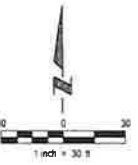
**E & A CONSULTING GROUP, INC.**  
Engineering Services

QUAL CROSSING  
LOTS 1 THRU 7 INCLUDING A  
OUTLOTS 'A' AND 'B'  
BELLVIEW, NEBRASKA

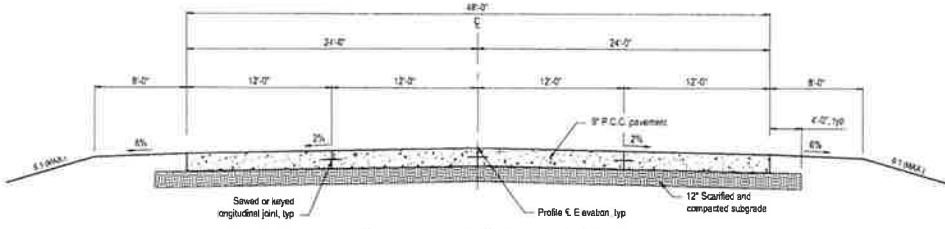
EXHIBIT "C-2"  
PRELIMINARY INTERIOR  
PAVING EXHIBIT

Rev. No.	Date	By	Description
1	11/16/2011	JRS	ISSUED FOR PERMIT
2	05/20/2014	JRS	REVISED
3	05/20/2014	JRS	REVISED

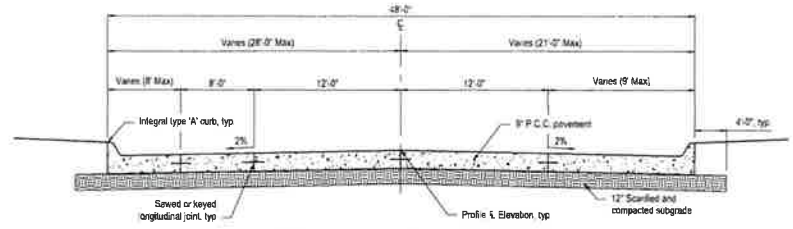
11/16/2011 11:24 AM 11/16/2011 11:24 AM 11/16/2011 11:24 AM



Project No. 25641102.01 Date 11/19/2024 Designed by JRE Drawn by JRE Scale AS SHOWN Sheet 1 of 1	REVISIONS <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;">No.</th> <th style="width: 10%;">Date</th> <th style="width: 85%;">Description</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	No.	Date	Description				 <b>E &amp; A CONSULTING GROUP, INC.</b> Engineering / Architecture	<b>EXHIBIT "C-2"</b> <b>PRELIMINARY HIGHWAY</b> <b>370 PAVING EXHIBIT</b>	<b>QUAIL CROSSING</b> (LOTS 1 THRU 10) INCLUDES "A" OUTLOTS "A" AND "B" BELLEVUE, WISCONSIN	<b>E &amp; A CONSULTING GROUP, INC.</b> Engineering • Planning • Environmental & Field Services 18700 NW Valley Road, Suite 102 • Denver, CO 80144 Phone: 472.881.0000 • Fax: 472.881.3300 State of NE Certificate of Authorization #CA0008
No.	Date	Description									



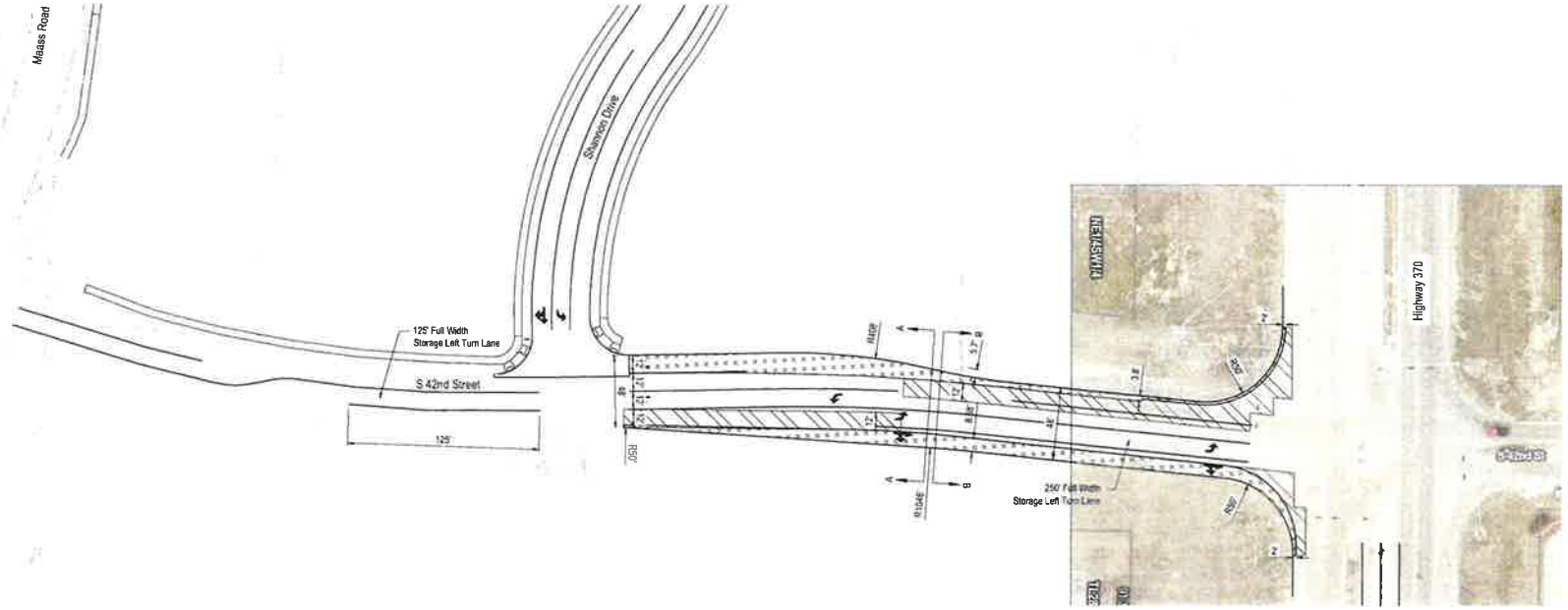
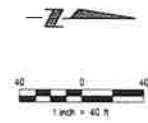
48' STREET - TYPICAL SECTION A  
NOT TO SCALE



48' STREET - TYPICAL SECTION B  
NOT TO SCALE

LEGEND

	9" P.C.C. Pavement (732 SY)
	9" - Remove & Replace Pavement



**E & A CONSULTING GROUP, INC.**  
 Engineering • Planning • Environmental & Field Services  
 10800 NW Valley Road Suite 100 • Dallas, TX 75244  
 Phone: 469.986.7000 • Fax: 469.986.3300  
 www.eandagroup.com • State of NE Certificate of Authorization CA0008

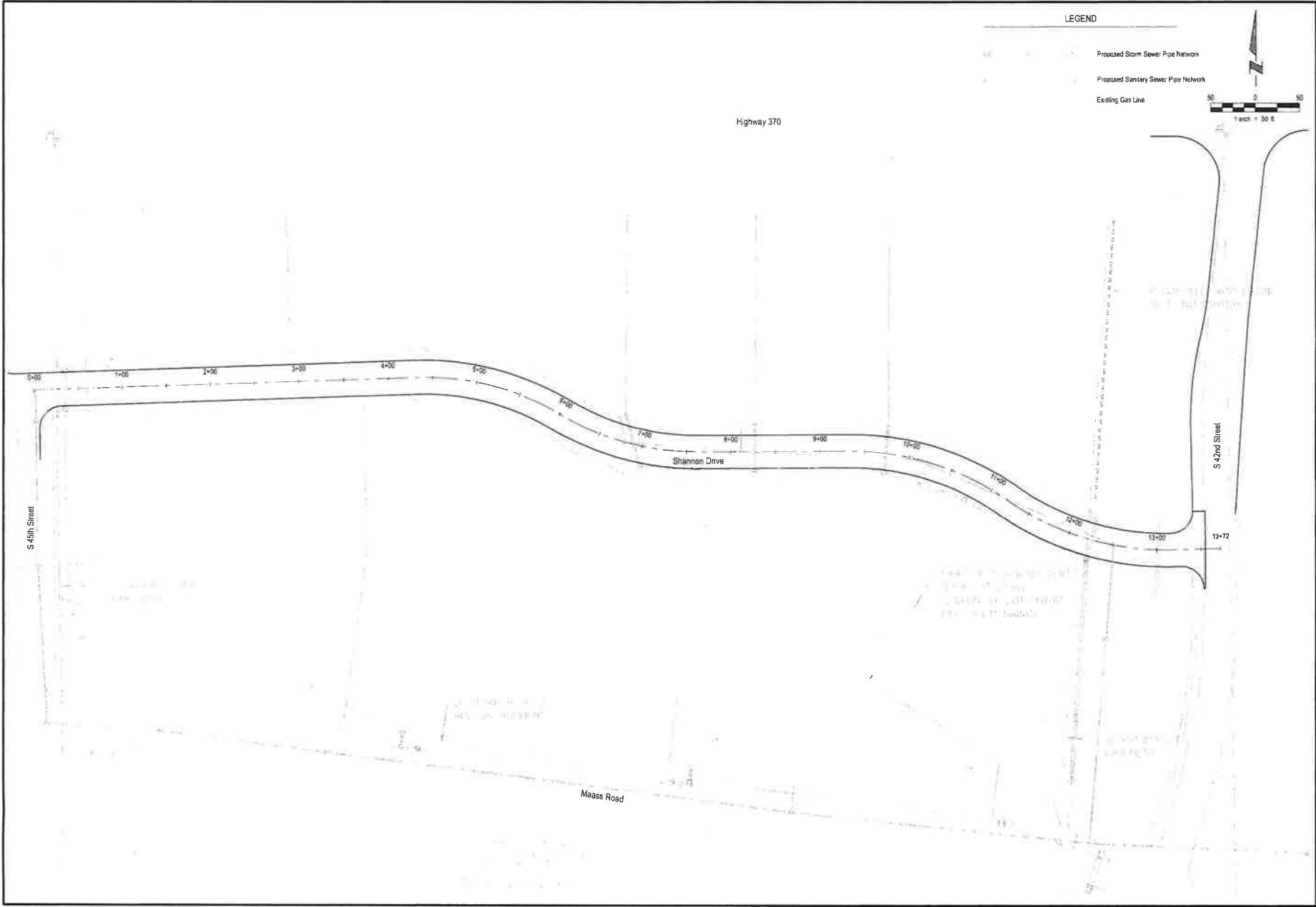
**E & A CONSULTING GROUP, INC.**  
 Engineering Answer

QUAL CROSSING  
 LOTS 1 THRU 7 INCLUSIVE &  
 LOT 8 LOTS "A" AND "B"  
 MULTIPLE MEMORANDA

EXHIBIT "C-2"  
 PRELIMINARY S 42ND  
 STREET PAVING EXHIBIT

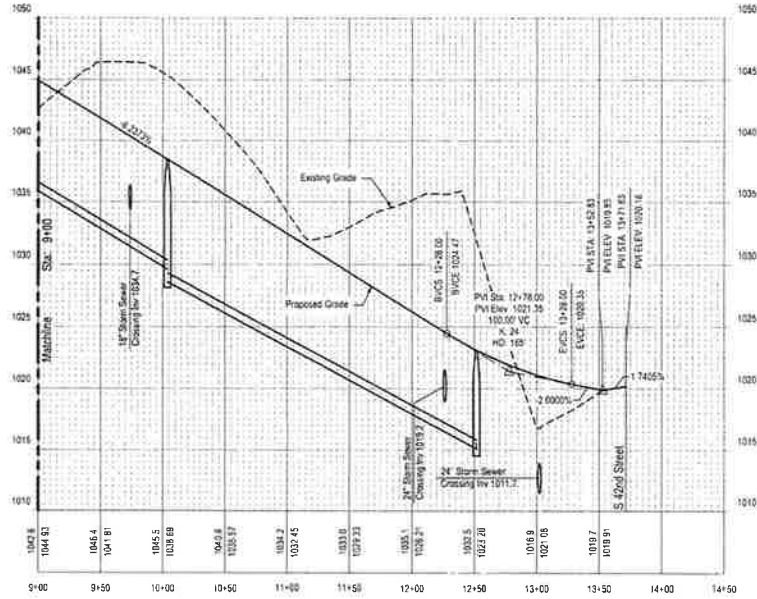
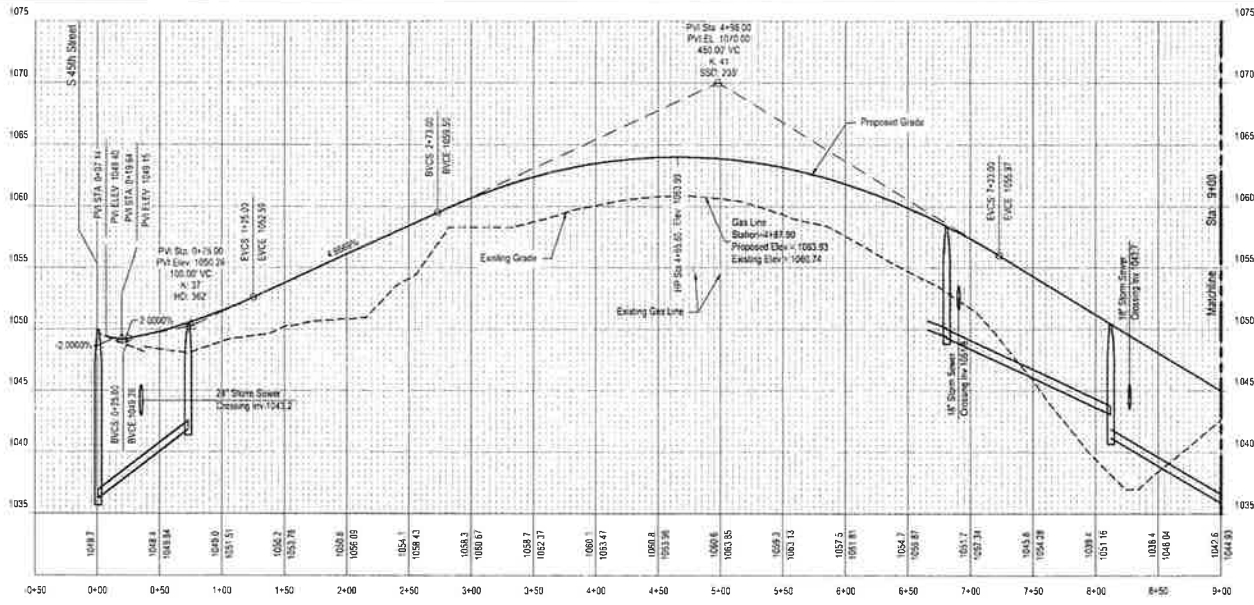
File No.	2025-152-20
Date	11/15/2024
Designed By	ML
Drawn By	ML
Scale	AS SHOWN
Sheet	1 of 2

Project # \_\_\_\_\_ Date \_\_\_\_\_ Description \_\_\_\_\_



<b>E &amp; A CONSULTING GROUP, INC.</b> Engineering • Planning • Environmental & Field Services 10900 Midway Road, Suite 100 • Omaha, NE 68134 Phone: 402.883.4700 • Fax: 402.883.3589 www.eag.com State of NE Certificate of Authorization: CA3909	
 <b>E &amp; A CONSULTING GROUP, INC.</b> Engineering Services	
<b>QUAL CROSSING</b> LOGS, TRAILS, INGRESS & EGRESS AND 30" RELIEVE INBASAS	
<b>EXHIBIT "C-3"</b> PRELIMINARY STREET PROFILES OVERALL	
No. <input type="checkbox"/> Date <input type="checkbox"/> Description	Date <input type="checkbox"/> Description
Checked By: <input type="checkbox"/> Date: <input type="checkbox"/>	Drawn By: <input type="checkbox"/> Date: <input type="checkbox"/>
Scale: <input type="checkbox"/>	Sheet: <input type="checkbox"/> of <input type="checkbox"/>

11/22/2014 11:22:14 AM C:\projects\1122\1122.dwg - 2007 Acad/Graphic Overrides/PlotStyle.ctb, Color: 1,1,1



Scale: Horiz. 1"=50'  
Vert. 1"=5'

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



QUAL CROSSING  
LOTS THRU INCLUDE A  
OUTLOTS BY AND BY  
RELUCTED MEMORIA

PRELIMINARY STREET  
PROFILES

Plan No.	25001 (1) (1) (1)	Revision	
Date	07/19/17	Drawn	
Designed By	ELC	Checked	
Drawn By	ELC	Scale	AS SHOWN
Author	ELC	Plot Date	

10/25/15 10:48 AM C:\projects\2017\17-001\17-001.dwg Plot Date: 07/19/17

SANITARY SEWER IMPACT TABLE

IMPACT POINT	CONTRIBUTING AREA TYPE	AC	UNITS	CAPITA	BASELINE FLOW (GPCD)	BASELINE FLOW (GPD)	PEAKING FACTOR	PEAK FLOW* (GPD)	TOTAL PEAK FLOW* (GFS)	FULL VEL @ MIN SLOPE (FT/S)	PEAK VELOCITY (FT/S)	COMMENTS
1	Commercial (lots 5 & 6)	2.54		71	47	3337	3.57	11,928	0.018	2.47	0.84	8" Pipe @ 1.0% Slope = 1.21 cfs Capacity
2	Commercial (lots 1-4)	4.58		128	47	6016	3.45	20,734	0.032	2.47	1.07	
	Multi Family (Lot 7)		80	222	100	22230	3.33	73,949	0.114	2.47	2.45	
	TOTAL			350		28246	3.23	91,172	0.141	2.47	2.53	8" Pipe @ 1.0% Slope = 1.21 cfs Capacity

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

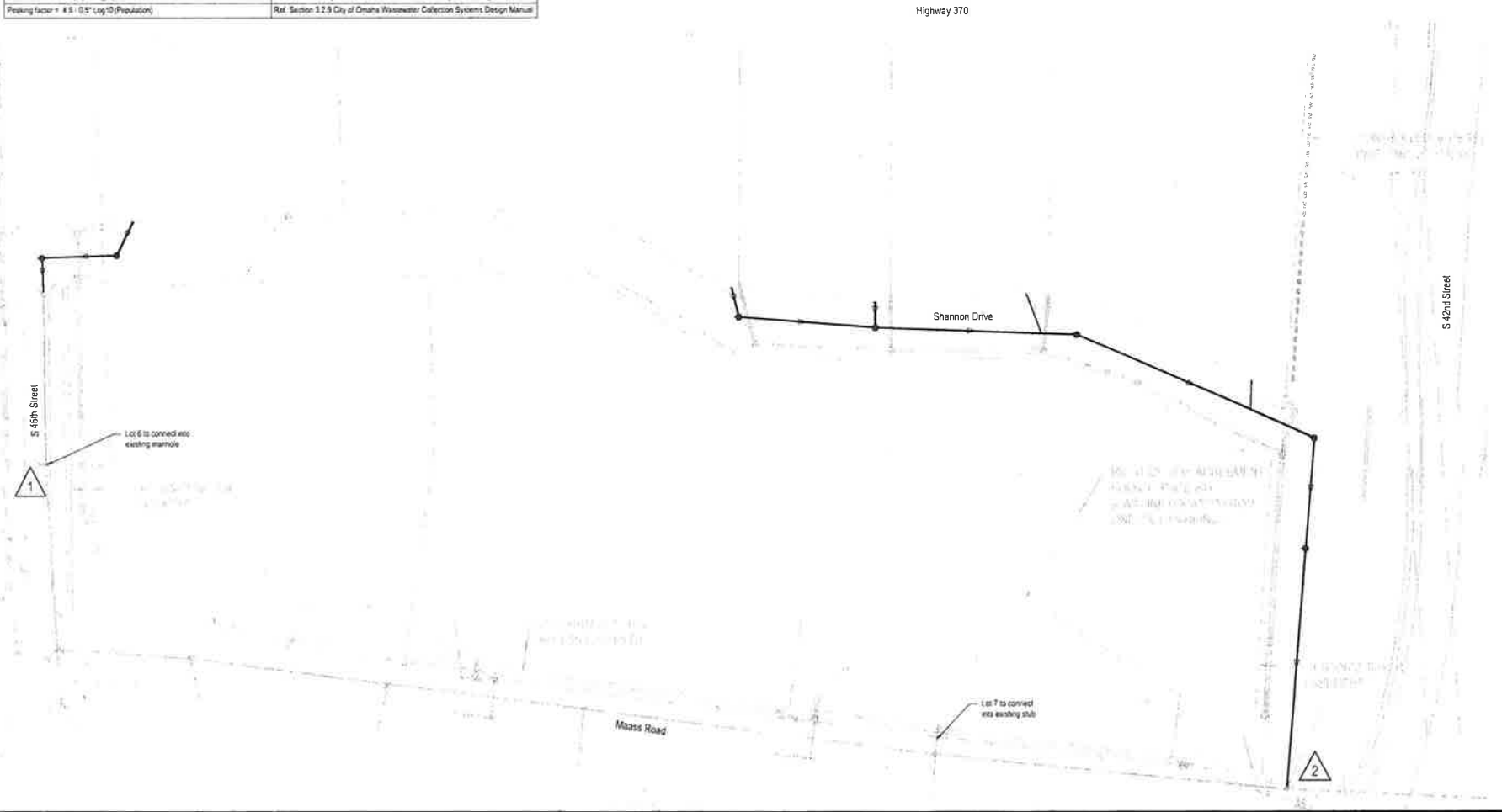
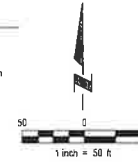
DESIGN CRITERIA

Manning "n" - 0.013	Ref. Section 4.2 City of Omaha Wastewater Collection Systems Design Manual
Residential unit flow rate - 83 gpcd	Ref. Table 3-4 City of Omaha Wastewater Collection Systems Design Manual
Residential (multi and single family) people per dwelling unit - 2.47	Ref. Table 3-2 City of Omaha Wastewater Collection Systems Design Manual
Nonresidential unit flow rate - 20 gpcd	Ref. Table 3-4 City of Omaha Wastewater Collection Systems Design Manual
Nonresidential density per acre - 150 (employees per acre of floor space)	Ref. Table 3-2 City of Omaha Wastewater Collection Systems Design Manual
Infiltration and inflow (I/I) - 17 gpcd	Ref. Table 3-5 City of Omaha Wastewater Collection Systems Design Manual
Peaking factor = 4.5 (0.5 Log10 (Population))	Ref. Section 3.2.5 City of Omaha Wastewater Collection Systems Design Manual

LEGEND



Note  
Sanitary Sewer pipe size is 8" unless indicated otherwise



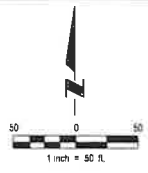
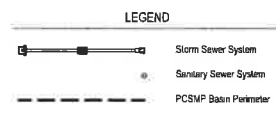
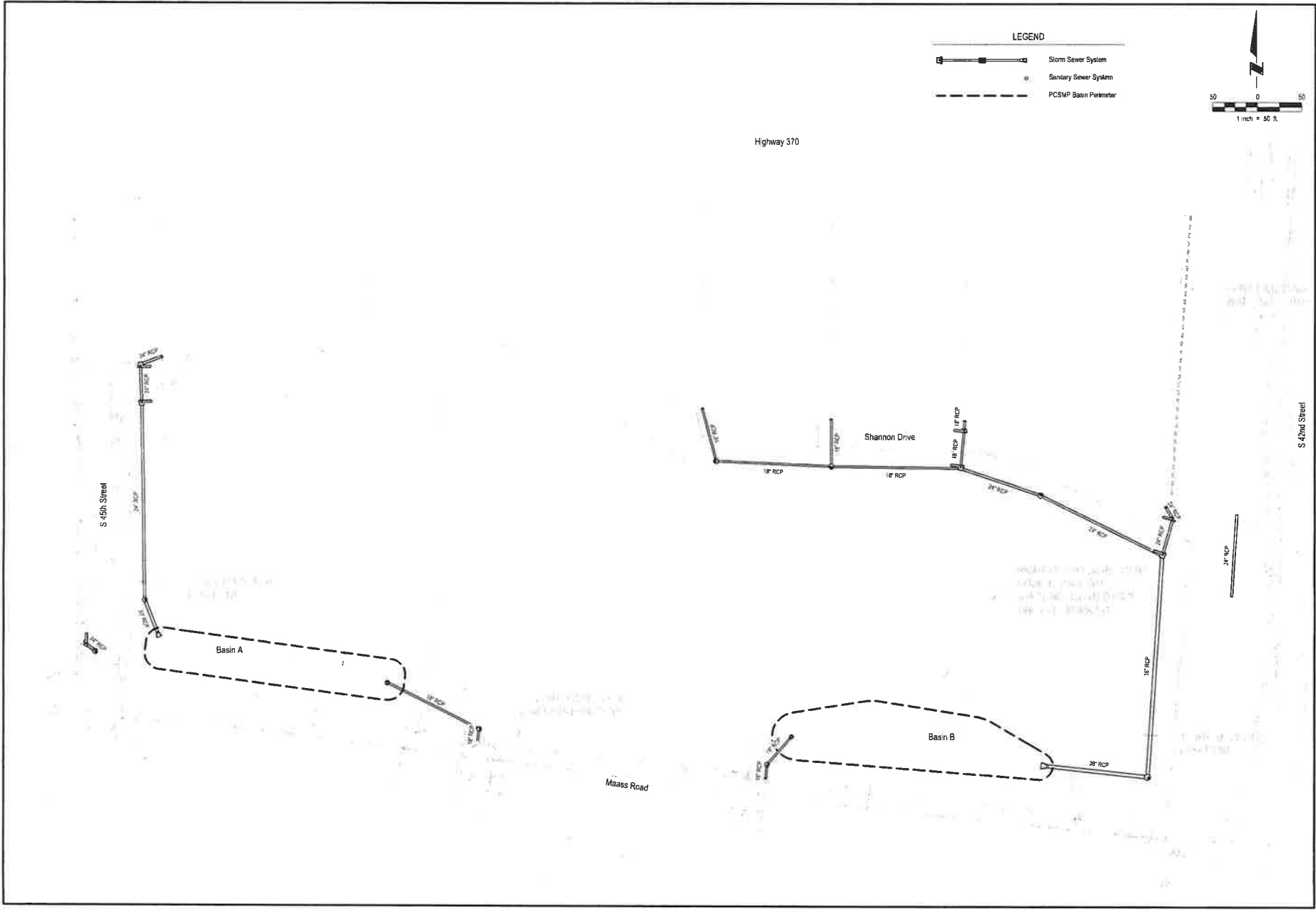
**E & A CONSULTING GROUP, INC.**  
 Engineering • Planning • Environmental & Field Services  
 18200 Midway Road, Suite 100 • Omaha, NE 68134  
 Phone: 472-281222 • Fax: 472-281218  
 State of NE Certificate # A-00000000-000000



QUAL CROSSING  
 LOTS 1, 7, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100  
 BELLEVUE, NEBRASKA

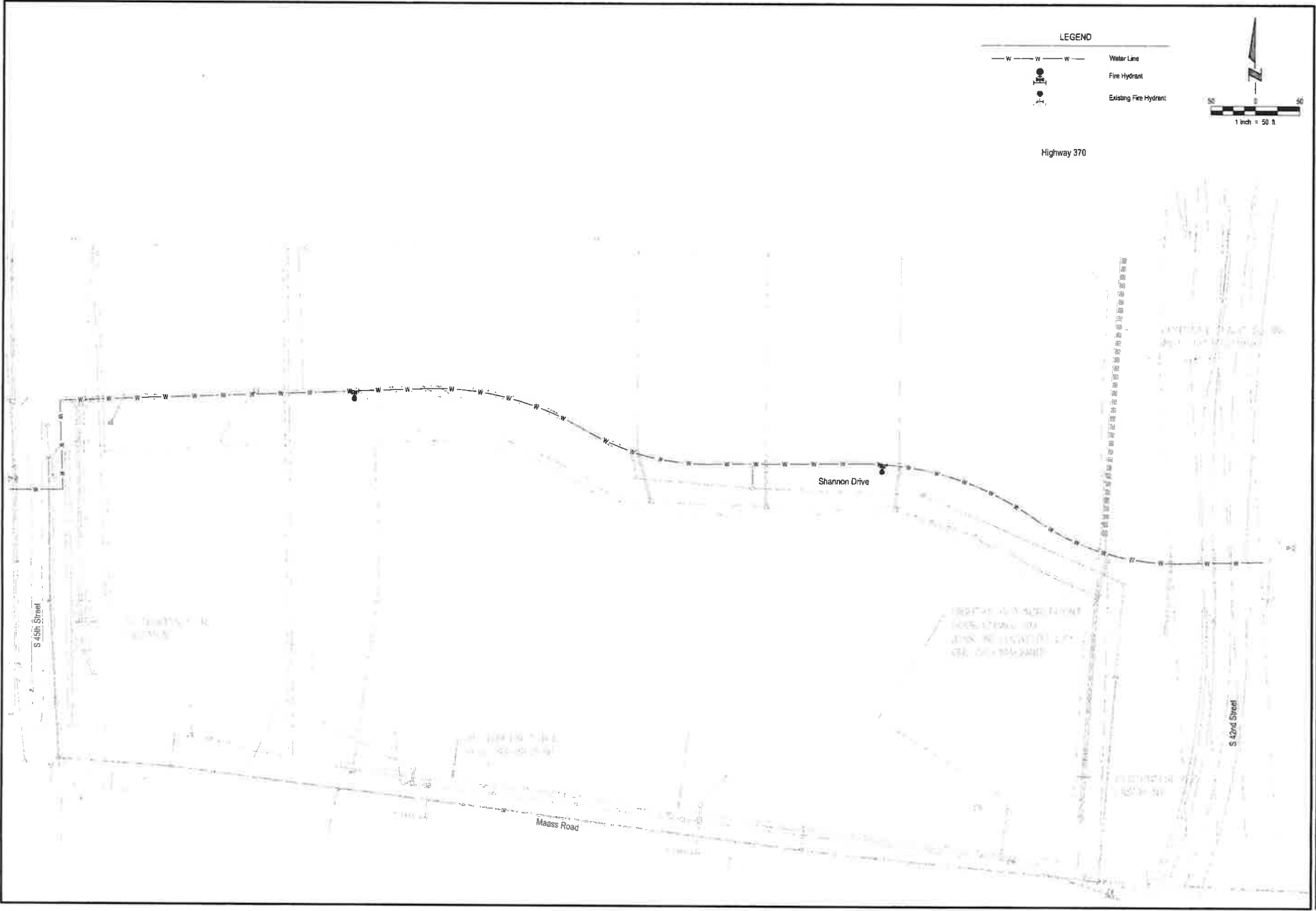
EXHIBIT "C-4"  
 PRELIMINARY SANITARY  
 SEWER EXHIBIT

Rev. No.	Date	Description
1	11/15/2022	Issue for Review
2	11/15/2022	Issue for Review
3	11/15/2022	Issue for Review
4	11/15/2022	Issue for Review
5	11/15/2022	Issue for Review



Date: 11/15/2011 Drawn By: AS/SHO/MA Scale: 1" = 50' 11/15/11	Description: EXHIBIT "C-5" PRELIMINARY STORM SEWER EXHIBIT	Revision # 1		<p style="text-align: center;"><b>E &amp; A CONSULTING GROUP, INC.</b>          Engineering • Planning • Environmental &amp; Field Services</p> <p style="text-align: center;">10909 14th Valley Road, Suite 100 • Omaha, NE 68154          Phone: 402.885.1100 • Fax: 402.885.5359          State of NE Contract # 000000000000000000000000</p>
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11/15/11 10:44 AM C:\projects\11041\11041.dwg User: as/maas/maas



Proj No. PR01-07-00 Date: 01/20/03 Checked By: BJS Drawn By: JES Scale: AS SHOWN Sheet: 1 of 1	Revision's <table border="1"> <tr> <th>Date</th> <th>Description</th> </tr> <tr> <td> </td> <td> </td> </tr> </table>	Date	Description			<b>EXHIBIT "C-6"</b> <b>PRELIMINARY WATER</b> <b>EXHIBIT</b>	<b>QUAL CROSSING</b> <b>LOTS 1 THRU 10 INCLUSIVE &amp;</b> <b>OUTLOTS "A" AND "B"</b> S01 17A BILLINGS, MONTANA	 <b>E &amp; A CONSULTING GROUP, INC.</b> Engineering • Planning • Environmental & Field Services	<b>E &amp; A CONSULTING GROUP, INC.</b> Engineering • Planning • Environmental & Field Services 17777 N. Valley Road, Suite 100 • Omaha, NE 68134 Phone: 402.464.7000 • Fax: 402.438.3866 State of NE Certificate of Authorization: PC00008
Date	Description								

## **DEVELOPMENT AGREEMENT**

**THIS DEVELOPMENT AGREEMENT** (hereinafter "Agreement") made pursuant to Zoning Ordinances of the City of Bellevue, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between THE CITY OF BELLEVUE, NEBRASKA, a municipal corporation, (hereinafter "City") and QUAIL CROSSING, LLC, a Limited Liability Company, (hereinafter "Developer").

### **WITNESSED**

WHEREAS, Developer is the legal owner of the real estate described on the attached Exhibit "A", which is incorporated herein by this reference and desires to establish and develop such property according to the provisions of Article 5.19 of the City Zoning Ordinances for the development of the Quail Crossing project;

WHEREAS, Developer desires to establish and develop such Property according to the provisions of Article 5.19 of the City Zoning Ordinances for the development of the Quail Crossing project (hereinafter the "Project");

WHEREAS, in accordance with the requirements of the City Code, Developer has presented a site plan attached hereto as Exhibit "B" and incorporated herein by this reference (hereinafter the "Development Plan");

WHEREAS, City, in the interest of maintaining the public health, safety and welfare, desires to assure that the Project is developed substantially in accordance with the Development Plan and therefore considers this Agreement to be in the best interests of the City;

WHEREAS, Developer is willing to commit itself to the development of the Project substantially in accordance with the Development Plan and desires to have a reasonable amount of flexibility to carry out the Project and therefore considers this Agreement to be in its best interests; and

WHEREAS, the City and Developer desire to set forth in this Agreement their respective understandings and agreements with regard to the Project.

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

### **Section 1 Definitions**

For the purposes of this Agreement, the definitions in the Bellevue Municipal Code, shall apply. In addition, "site improvement" shall mean any building, parking, landscaping, signage, fencing, or other regulated structures.

### **Section 2 Development Plan**

- A. Except as otherwise permitted in this Agreement, the Project shall be developed in accordance with the City of Bellevue Comprehensive Plan, the City of Bellevue Zoning and Subdivision regulations, the terms and conditions of this Agreement, the Development Plan, and the specific design criteria.
- B. It is intended that this Development Plan be a general schematic of the development indicating the manner in which the Developer intends to meet the requirements of this Agreement. All parties recognize that from time to time for good and sufficient reasons it may be necessary for the Developer to alter the size, location, use, or type of the buildings or other site improvements.

**Section 3**  
**Installation of Public and Private Improvements**

- A. Developer agrees to commence the timely and orderly installation of all public improvements (“Public Improvements”) as shown in the attached Preliminary Plan and Exhibits: Grading (1-page); Preliminary Paving (3-pages); Preliminary Street Profiles (2-pages); Sanitary Sewer (1-page); Storm Sewer (1- page) and Water (1-page) following execution of this Agreement pursuant to appropriate provisions of the City of Bellevue Code. The installation of such Public Improvements may occur concurrently with private improvements. Public Improvements shall be completed prior to any occupancy certification being issued. The site-specific private improvements shall be completed prior to an occupancy certificate being issued for such lot unless otherwise provided by the terms of this Agreement, pursuant to the Development Plan.
- B. Prior to the commencement of the construction of the public improvements, Developer shall submit to the Public Works Department plans and specifications for such improvements, adequate liability insurance and indemnity in favor of the City, and adequate material and labor bonds. All plans shall be prepared by an approved licensed professional engineer and shall be subject to review and approval by the Public Works Director.
- C. Prior to the acceptance of the Public Improvements by the City of Bellevue, the Developer shall submit:
  - a. A letter from the NDOT approving the improvements within the NDOT right-of-way.
  - b. As-built plans; CCTV reports and video; and testing reports.
  - c. Approved and filed City of Bellevue Temporary Waiver of Sidewalk Construction for 42nd Street from Shannon Drive to Highway 370.

**Section 4**  
**Permitted Uses**

The Project shall be developed and used in accordance with the applicable permitted uses pursuant to Zoning Ordinances of the City of Bellevue.

**Section 5**  
**Site Development Regulations**

- A. Except as otherwise permitted in this Agreement, the Project shall be developed in accordance with the applicable site development regulations of the General Business (BG) District and RG-20-PS except as modified by the terms of this Agreement, including the exhibits hereto.
- B. As long as the site development regulations are not violated, Developer may alter the location, physical shape or exterior dimensions of any structure shown on the Development Plan, within the boundaries of any platted lot subject to the following limitations:
  - 1. The changes shall be consistent with the Bellevue Comprehensive Plan and Bellevue Zoning Code.
  - 2. Any changes determined by the Planning Director to be inconsistent with the design criteria shall be considered a major amendment to this Agreement and will require review by the Planning Commission and approval by the City Council.
- C. In addition to the above site development regulations, the provisions of the Bellevue Comprehensive Plan and Bellevue Zoning Code relating to mixed use development areas, as amended or adopted from time to time, shall also apply.
- D. So long as the site development regulations or design criteria are not violated (except for any side yard set-back or landscape buffering requirements which may be modified in the event of a lot revision, combination or division), Developer may reduce or increase the number of lots as shown on the Development Plan by revising lot lines, combining, or dividing lots.

1. The City may, by administrative subdivision, grant any such revisions, combinations or divisions as necessary to carry out the Development Plan, subject to approval of City Planning Director.
2. An application for an administrative subdivision to make such changes shall include as attachment a revision to the Development Plan and Design Criteria.

**Section 6  
Parking**

- A. Parking for the Project shall be in accordance applicable Zoning Ordinances of the City of Bellevue.
- B. As long as the parking design standard regulations are not violated, Developer may alter the location, physical shape or exterior dimensions of any parking area shown on the Development Plan, within the boundaries of the property.

**Section 7  
Landscaping and Screening**

- A. Landscaping for the Project shall be according to the provisions of Article 9 of the City Zoning Ordinances and as shown in the attached Planned Subdivision Landscape Plan.

**Section 8  
Signage**

- A. Signage for the project shall be in accordance with Article 7 of the City of Bellevue Zoning Ordinance. The signage shall meet the minimum requirements of the Bellevue City Code for the General Business District except as modified by this Agreement, including the exhibits hereto.
- B. All signs will be installed subject to a sign permit from the City of Bellevue. Unless provided for in this Agreement, all other provisions and regulations governing signs in effect at the time of application for a sign permit shall apply.

**Section 9  
Miscellaneous Provisions**

- A. Administration. The City Administrator of the City of Bellevue or his or her designee, shall have the authority to administer this Agreement on behalf of the City and to exercise discretion with respect to those matters contained herein so long as the development proceeds in general accord with the Development Plan and with regard to those matters not fully determined at the date of this Agreement. The provisions of this Agreement shall run with the land in favor of and for the benefit of the City and shall be binding upon present and all successor owners of the real estate described in the attached Exhibit "A".
- B. Non-discrimination. Developer shall not, in the performance of this contract, 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.
- C. Applicable Law. All parties to this Agreement shall comply with all existing and applicable City ordinances, resolutions, state and federal laws, and all existing and applicable rules and regulations. Nebraska law will govern the terms and the performance under this contract.
- D. Amendments/Invalidity. All major amendments to this Agreement shall require the approval of the City Council of the City of Bellevue and the Developer and/or its successors. The provision shall not abrogate any legal remedies available to the City Council of the City of Bellevue or the City Administrator or Planning Director of the City of Bellevue. If any provision of this Agreement is held invalid, such provisions shall be deemed to be exercised therefrom and the invalidity thereof shall not affect any of the other provisions contained herein.

E. Exhibits. The following Exhibits are made a part of this Agreement and have been attached to this Agreement prior to its execution.

- Exhibit "A" - Legal Description
- Exhibit "B" - Final Plat
- Exhibit "C-1" thru "C-6" - Improvement Plans

IN WITNESS WHEREOF, the undersigned have executed this Agreement on or before the day and year first above written.

CITY OF BELLEVUE, NEBRASKA

By \_\_\_\_\_  
\_\_\_\_\_, Mayor

Attest:

By \_\_\_\_\_  
\_\_\_\_\_, City Clerk

DEVELOPER:

Quail Crossing, LLC

By \_\_\_\_\_  
\_\_\_\_\_, Manager

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public duly commissioned and qualified for said county, personally came \_\_\_\_\_, Manager of Quail Crossing, LLC, known to me to be the identical person who executed the above instrument and acknowledged the execution thereof to be his voluntary act and deed on behalf of said Company.

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

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

## EXHIBIT "A"

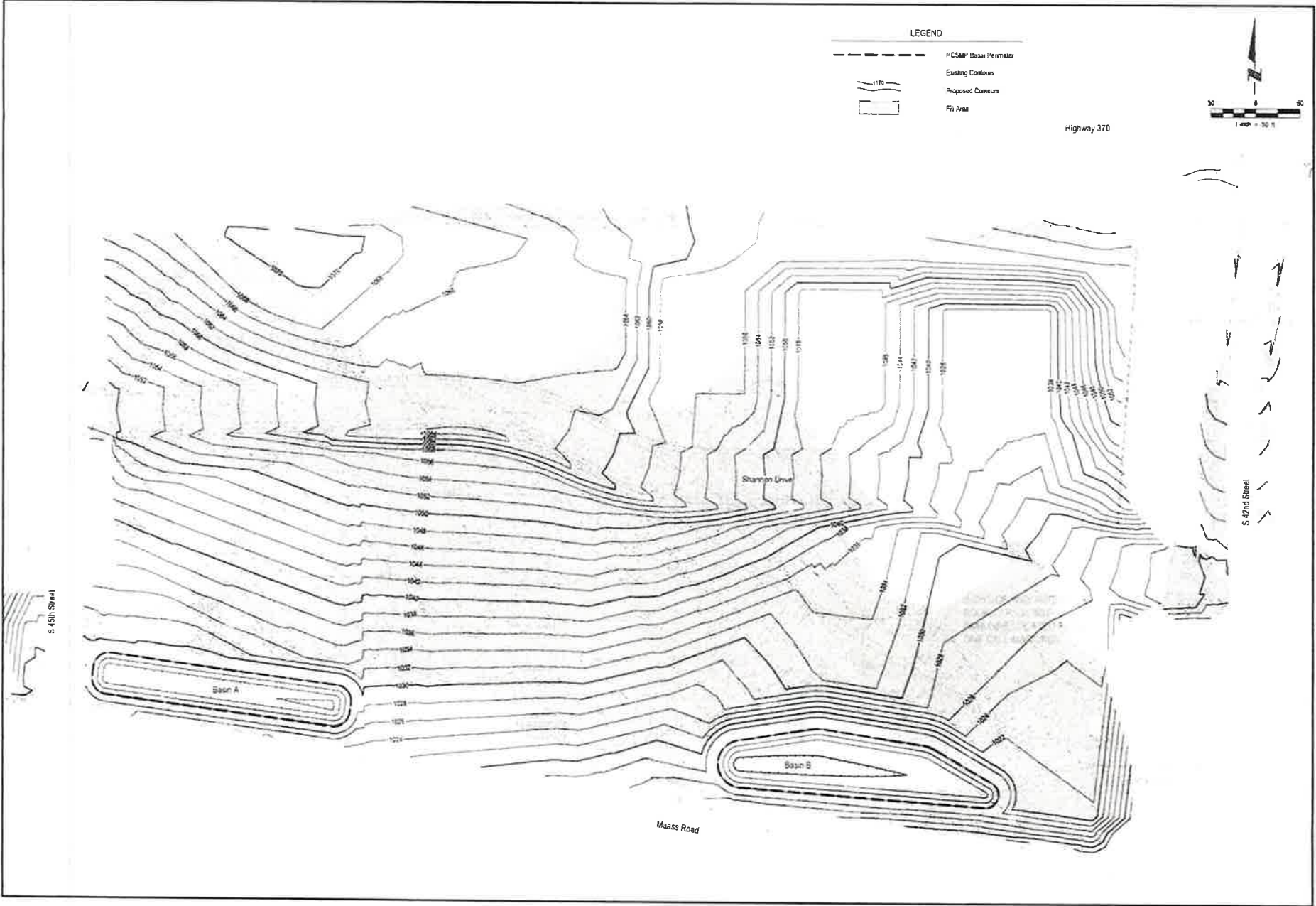
### LEGAL DESCRIPTION

A TRACT OF LAND BEING ALL OF LOT 1, KATHERINE ADDITION, A SUBDIVISION LOCATED IN THE NE1/4 OF THE SW1/4 OF SECTION 32, AND ALSO TOGETHER WITH PART OF SAID NE1/4 OF THE SW1/4 OF SECTION 32, ALL LOCATED IN TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE 6TH P.M., CITY OF BELLEVUE, SARPY COUNTY, NEBRASKA.

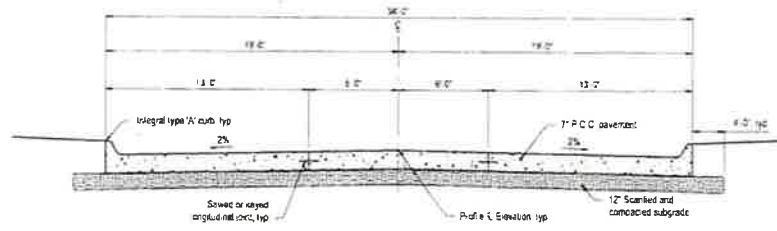
BEGINNING AT A FOUND 3/4" PINCHED TOP PIPE ACCEPTED AS MARKING THE NORTHWEST CORNER OF SAID LOT 1, KATHERINE ADDITION, SAID POINT ALSO BEING THE INTERSECTION THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 370 AND THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH 45TH STREET; THENCE S89°26'45"E (BASIS OF BEARING: DOUGLAS / SARPY COUNTY LOW DISTORTION PROJECTION) ALONG THE NORTH LINE OF SAID LOT 1, KATHERINE ADDITION, AND THE EASTERLY EXTENSION THEREOF, SAID LINE ALSO BEING SAID SOUTHERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 370, A DISTANCE OF 1155.74 FEET TO A FOUND 5/8" REBAR ACCEPTED AS MARKING THE INTERSECTION OF SAID SOUTHERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 370 AND THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH 42ND STREET; THENCE S03°43'03"W ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF SOUTH 42ND STREET, A DISTANCE OF 693.68 FEET TO A FOUND 5/8" REBAR ACCEPTED AS MARKING THE INTERSECTION OF SAID WESTERLY RIGHT-OF-WAY LINE OF SOUTH 42ND STREET AND THE NORTHERLY RIGHT-OF-WAY LINE OF MAASS ROAD; THENCE WESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF MAASS ROAD, SAID LINE ALSO BEING THE SOUTH LINE OF SAID LOT 1, KATHERINE ADDITION AND THE EASTERLY EXTENSION THEREOF ON THE FOLLOWING TWO (2) DESCRIBED COURSES: (1) N68°45'21"W, A DISTANCE OF 18.14 FEET TO A FOUND 5/8" REBAR ACCEPTED AS MARKING THE CORNER; (2) THENCE N82°20'36"W, A DISTANCE OF 1124.28 FEET TO A FOUND 5/8" REBAR WITH PLASTIC CAP LS-579 MARKING THE SOUTHWEST CORNER OF SAID LOT 1, KATHERINE ADDITION, SAID POINT ALSO BEING SAID NORTHERLY RIGHT-OF-WAY LINE OF MAASS ROAD AND SAID EASTERLY RIGHT-OF-WAY LINE OF SOUTH 45TH STREET; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID LOT 1, KATHERINE ADDITION, SAID LINE ALSO BEING SAID EASTERLY RIGHT-OF-WAY LINE OF SOUTH 45TH STREET ON THE FOLLOWING THREE (3) DESCRIBED COURSES: (1) N00°47'36"W, A DISTANCE OF 142.06 FEET TO A FOUND 5/8" REBAR WITH PLASTIC CAP LS-579 MARKING THE CORNER; (2) THENCE S89°43'17"E, A DISTANCE OF 38.81 FEET TO A FOUND 3/4" PINCHED TOP PIPE ACCEPTED AS MARKING THE CORNER; (3) THENCE N02°18'58"W, A DISTANCE OF 405.50 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS AN AREA OF 702,967 SQUARE FEET OF 16.138 ACRES, MORE OR LESS.





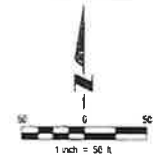
Project No. 2022-03-01 Date: 04/20/23 Drawn By: JAC Scale: AS SHOWN Date: 11/1/22	Revision Date Description	<b>E &amp; A CONSULTING GROUP, INC.</b> Engineering • Planning • Environmental & Field Services 10700 MA MASS ROAD, SUITE 100 • CHANDLER, AZ 85226 PHONE: 480.840.4700 • FAX: 480.840.1010 WWW: E.A.CONSULTING.COM
		<b>E &amp; A CONSULTING GROUP, INC.</b> Engineering Services
QUAL CROSSING WITH 18" DIA. PIPES & OUTLETS "X" AND "Y" PULP MILL WASTEWATER		<b>E &amp; A CONSULTING GROUP, INC.</b> Engineering Services
EXHIBIT "C-1" PRELIMINARY GRADING EXHIBIT		



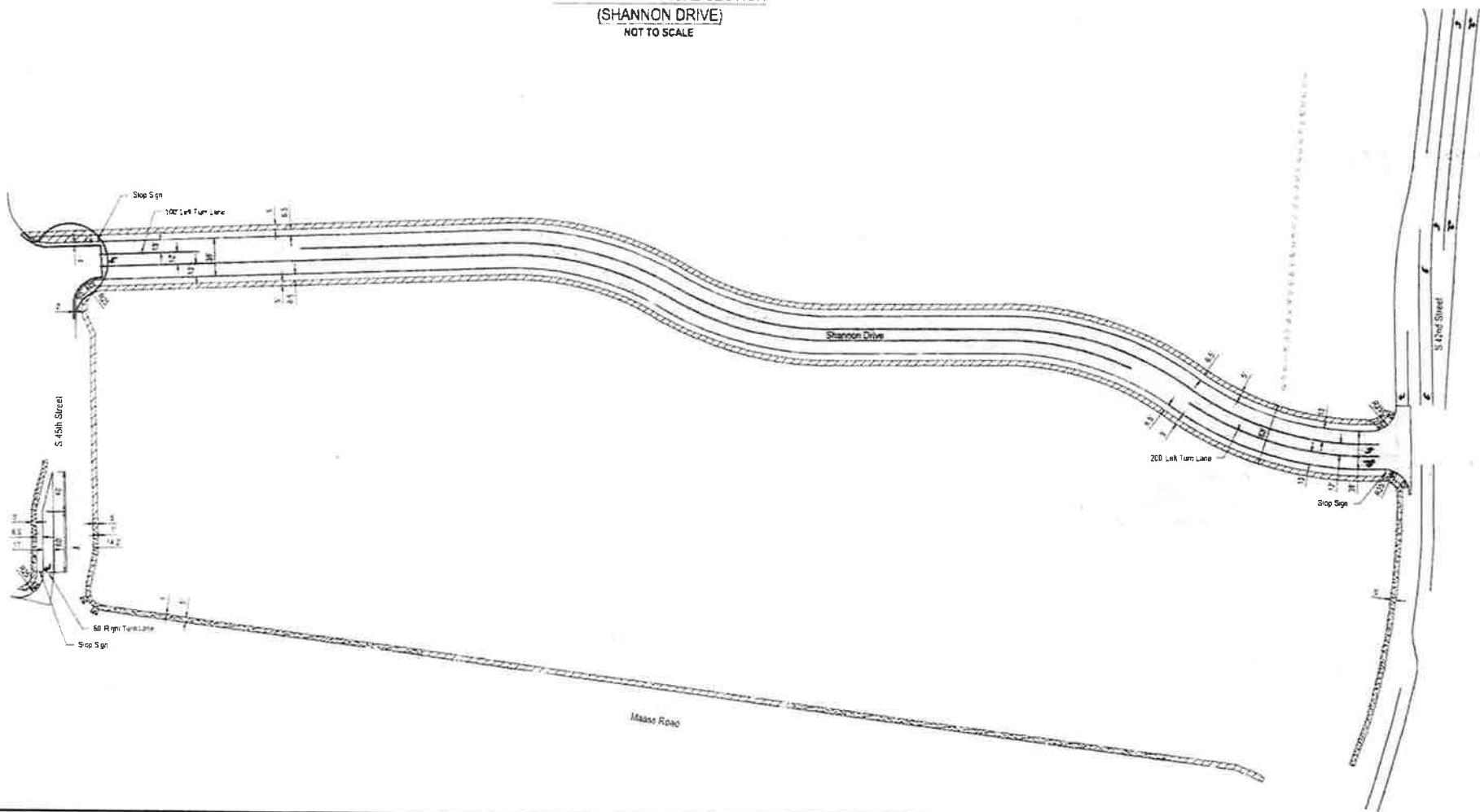
38' STREET - TYPICAL SECTION  
(SHANNON DRIVE)  
NOT TO SCALE

LEGEND

	7" ACC Pavement (4,334 SF)
	5" Scarified Pavement by Developer (4,056 SF)
	5" Scarified Pavement by Lot Buyer (11,578 SF)
	7" Remove Pavement

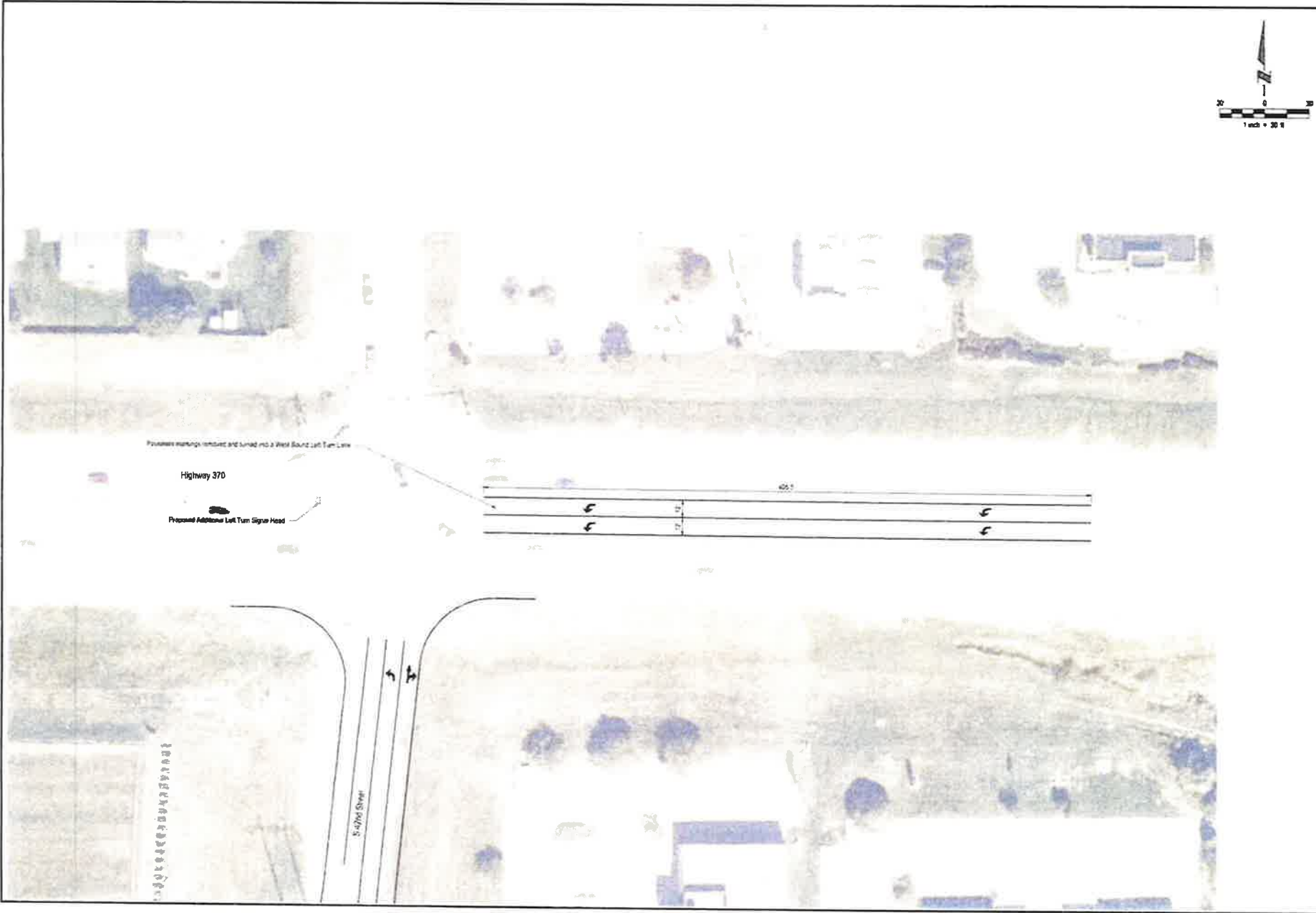


Highway 370

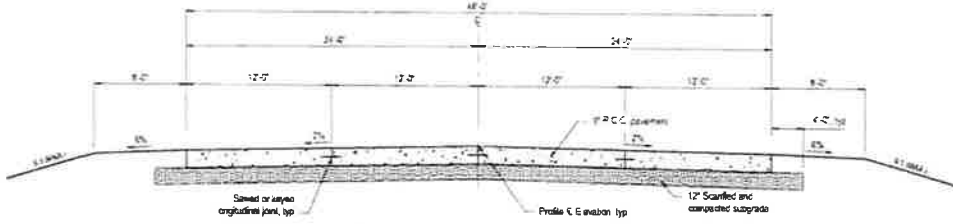


<b>E &amp; A CONSULTING GROUP, INC.</b> Engineering • Planning • Environmental & Field Services	
 E & A CONSULTING GROUP, INC. Engineering & Planning	
QUAL CROSSING LOAD LIMIT ANALYSES & DESIGN OF BRIDGES REINFORCEMENT	
EXHIBIT 'C-2' PRELIMINARY INTERIOR PAVING EXHIBIT	
<b>Project:</b>	<b>Location:</b>
<b>Date:</b> 12/06/2018	<b>Date:</b>
<b>Drawn By:</b> JLS	<b>Scale:</b>
<b>Check By:</b> AS/SC/DB	<b>Date:</b>
<b>Drawn:</b>	<b>Date:</b>

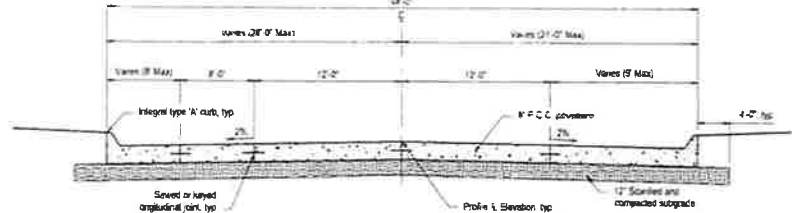
11/20/2018 10:28 AM C:\projects\180618\paving\180618\_paving\_interior.pdw Plot: 180618\_01.dwg



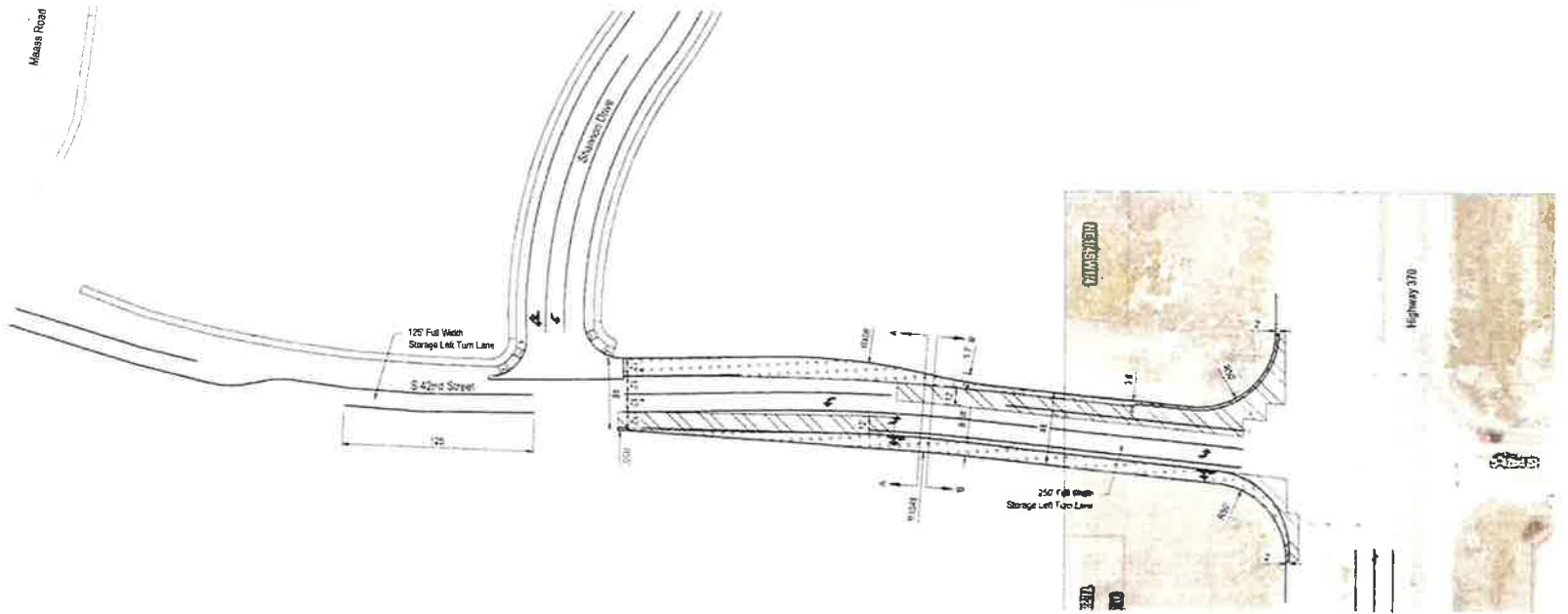
Title: <b>CONCRETE</b> Date: 11/15/2014 Drawn by: <b>AK</b> Scale: <b>AS SHOWN</b> Sheet: <b>1 of 1</b>	Revision Date Description	<b>E &amp; A CONSULTING GROUP, INC.</b> Engineering • Planning • Environmental & Field Services 4800 West 12th Street, Suite 100, Lincoln, NE 68504 Phone: 402.476.4400 Fax: 402.476.4401 www.eag.com
<b>EXHIBIT "C-2"</b> <b>PRELIMINARY HIGHWAY</b> <b>370 PAVING EXHIBIT</b>		
<b>E &amp; A CONSULTING GROUP, INC.</b> Engineering Architects		



**48' STREET - TYPICAL SECTION A**  
NOT TO SCALE

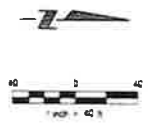


**48' STREET - TYPICAL SECTION B**  
NOT TO SCALE



**LEGEND**

	8" PCC Pavement (732 SY)
	5" Remove & Replace Pavement



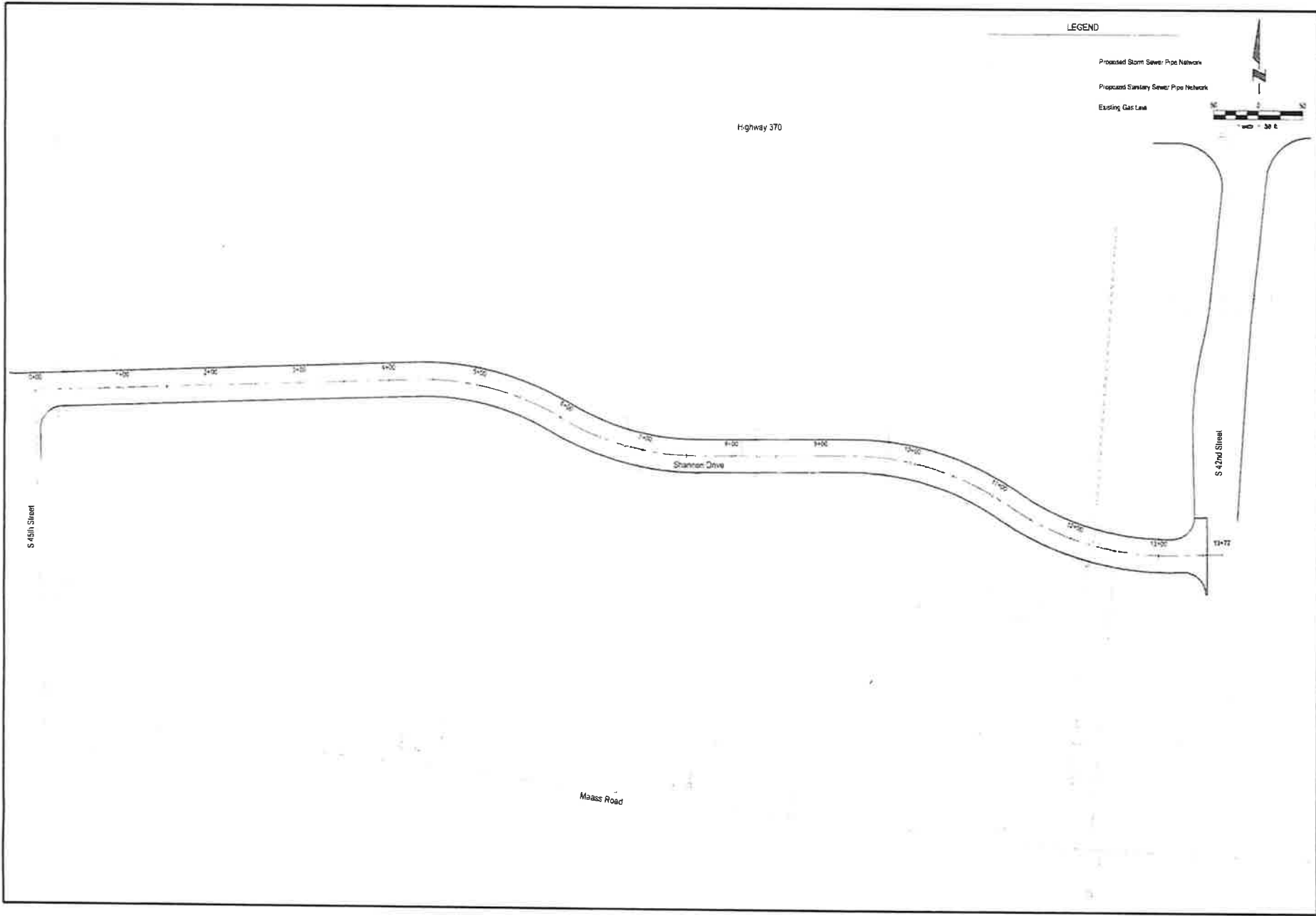
**E & A CONSULTING GROUP, INC.**  
Engineering • Planning • Environmental & Field Services  
10960 Highway 370, Suite 100, Dallas, TX 75244  
Phone: 469.980.0700 • Fax: 469.980.2800  
www.eagroup.com



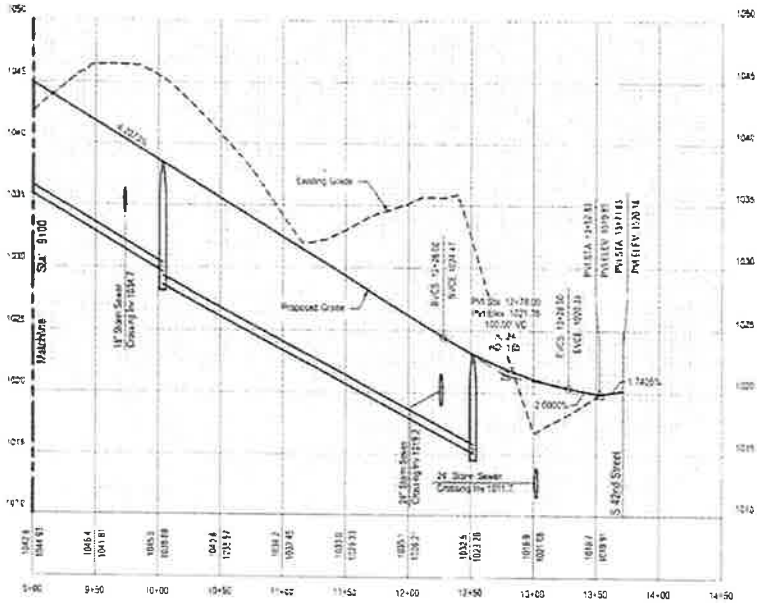
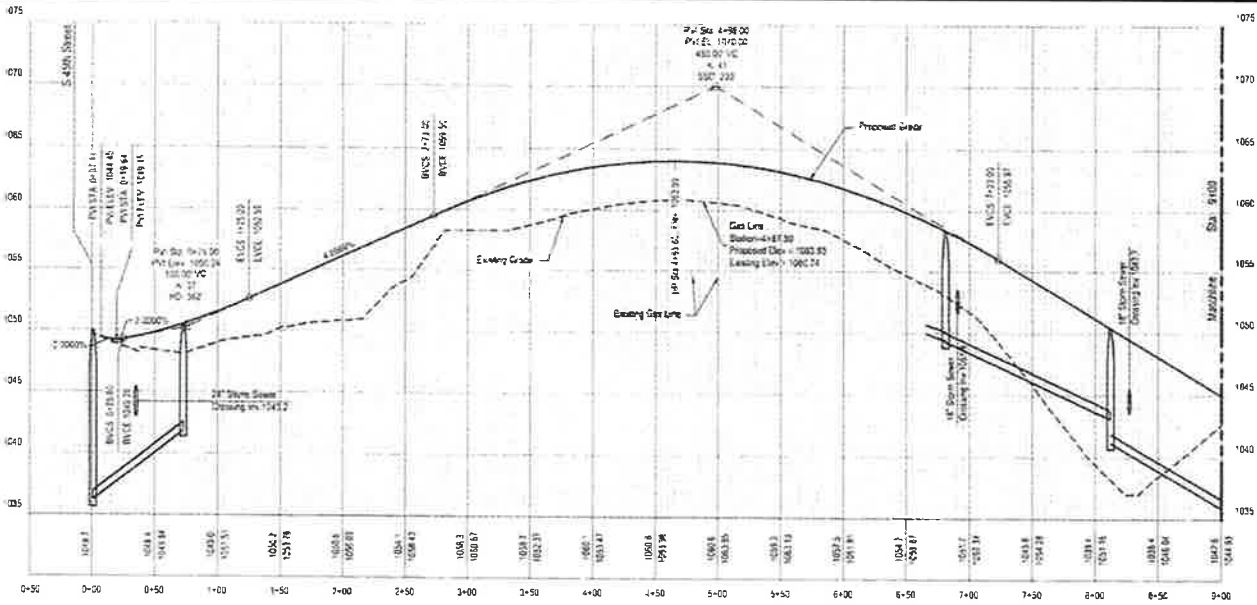
**DUAL CROSSING**  
LOTS 1 & 2, INCLUDING 1/2  
SECTION 14, T14S  
40th T14S 40th E

**EXHIBIT "C-2"**  
PRELIMINARY 5' AND  
STREET PAVING EXHIBIT

Rev. No.	Description	Date
1	ISSUED	05/15/2010
2	REVISED	05/20/2010
3	REVISED	05/20/2010



PROJECT: 150110000 DATE: 05/20/10 DRAWN BY: JLS CHECKED BY: JLS SCALE: AS SHOWN SHEET: 1 OF 1	REVISIONS: NO. DATE DESCRIPTION	<b>EXHIBIT "C-3"</b> <b>PRELIMINARY STREET</b> <b>PROFILES OVERALL</b>	<b>QUAL CROSSING</b> (NOTE: THIS IS INCLUDING ALL CIRCLES "X" AND "P" WHICH WILL BE REDESIGNED)	 <b>E &amp; A CONSULTING GROUP, INC.</b> <i>Engineering Systems</i>	<b>E &amp; A CONSULTING GROUP, INC.</b> Engineering • Planning • Environmental & Field Services 18991 Maass Road, Suite 100, Omaha, NE 68144 Phone: 402.426.1100 • Fax: 402.426.1101 www.eag.com State of NE, Certificate of Authorization #000000
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Scale: Horiz. 1"=50'  
Vert 1"=5'

File No. 27522 (2/11) Date: 4/13/2011 Drawn By: BJC Check By: JLB Date: 4/13/2011 Scale: 1"=50'	Revision Description Date By	<b>PRELIMINARY STREET PROFILES</b>	<b>QUAL CROSSING LOTS 1 THRU 7 INCLUSIVE A OUTLOTS "A" AND "B" REFERENCE ATTACHED</b>	 <b>E &amp; A CONSULTING GROUP, INC.</b> Engineering • Planning • Environmental & Field Services 10001 Oak Valley Road, Suite 100 • Denver, CO, 80231 Phone: 303.440.8300 Fax: 303.440.8301 www.eandagroup.com Equal Opportunity/Affirmative Action Employer	<b>E &amp; A CONSULTING GROUP, INC.</b> Engineering • Planning • Environmental & Field Services 10001 Oak Valley Road, Suite 100 • Denver, CO, 80231 Phone: 303.440.8300 Fax: 303.440.8301 www.eandagroup.com Equal Opportunity/Affirmative Action Employer
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**SANITARY SEWER IMPACT TABLE**

IMPACT (PDR)	CONTRIBUTING AREA TYPE	AC	UNITS	CAPITA	BASELINE FLOW (GPCD)	BASELINE FLOW (GPD)	PEAKING FACTOR	PEAK FLOW* (GPD)	TOTAL PEAK FLOW (GPD)	FULL VEL @ MIN SLOPE (FT/S)	PEAK VELOCITY (FT/S)	COMMENTS
1	Commercial (Lots 5 & 6)	2.54		74	47	3337	3.57	11,928	0.018	2.47	0.84	8" Pipe @ 1.0% Slope = 1.21 cfs Capacity
	Commercial (Lots 7-8)	4.58		128	47	6016	3.45	20,734	0.032	2.47	1.07	
2	Multi Family (Lot 1)		80	722	100	22230	3.33	73,948	0.154	2.47	2.48	8" Pipe @ 1.0% Slope = 1.21 cfs Capacity
	TOTAL			160		28246	3.23	91,172	0.141	2.47	2.53	

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

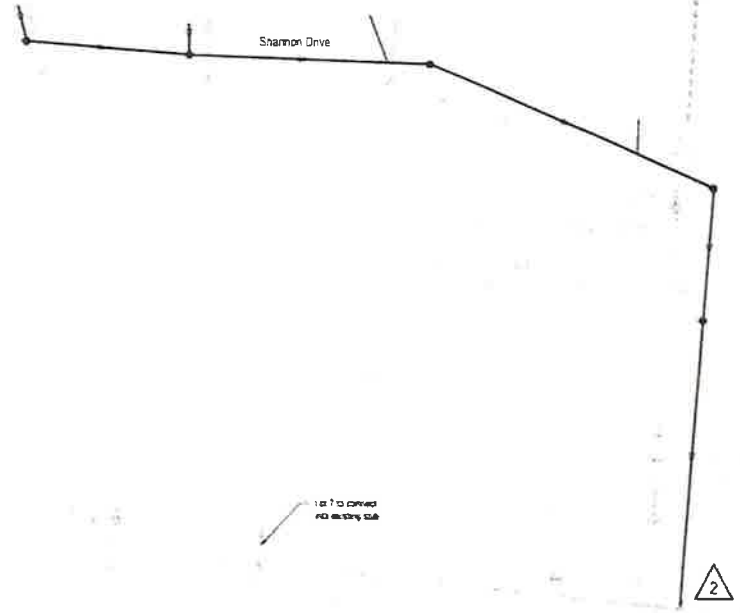
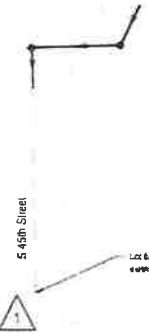
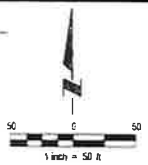
**DESIGN CRITERIA**

Manning "n" - 0.013	Ref: Section 4.2 City of Omaha Wastewater Collection Systems Design Manual
Residential and Bldg. use - 83 gpcd/ac	Ref: Table 3-4 City of Omaha Wastewater Collection Systems Design Manual
Residential (multi-unit) and family (single-unit) dwelling unit - 2.47	Ref: Table 3-2 City of Omaha Wastewater Collection Systems Design Manual
Nonresidential unit flow rate - 50 gpcd/ft	Ref: Table 3-4 City of Omaha Wastewater Collection Systems Design Manual
Nonresidential density per acre - 152 employees per acre of floor space	Ref: Table 3-2 City of Omaha Wastewater Collection Systems Design Manual
Infiltration and Inflow (I&I) - 1.1 gpcd/ft	Ref: Table 3-5 City of Omaha Wastewater Collection Systems Design Manual
Peaking factor - 83, 0.5" Lag 10 Population	Ref: Section 3.2.3 City of Omaha Wastewater Collection Systems Design Manual

**LEGEND**



Note: Sanitary Sewer pipe size is 8" unless indicated otherwise



Highway 370

Mabus Road

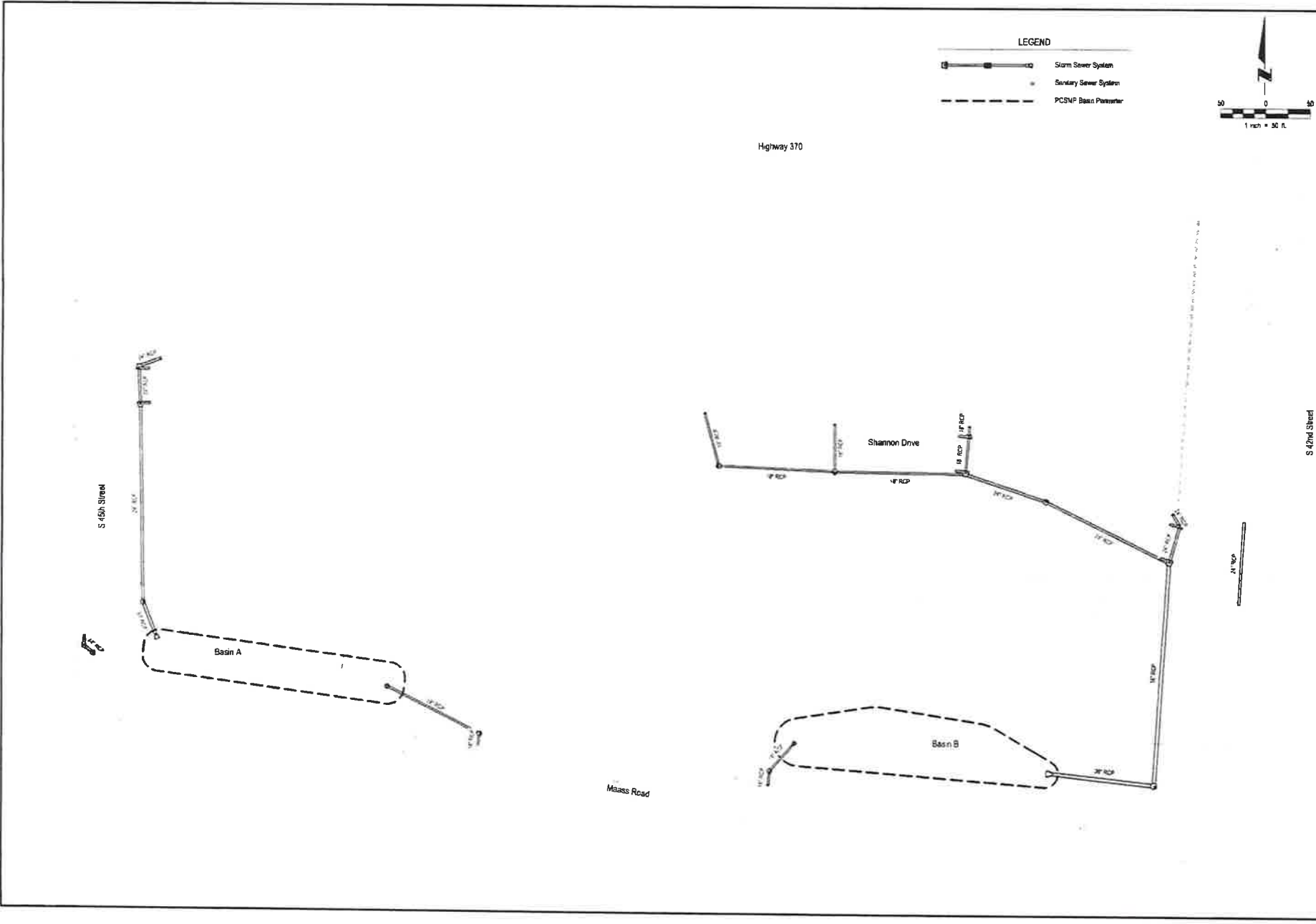
**E & A CONSULTING GROUP, INC.**  
 Engineering • Planning • Environmental & Field Services  
 1400 S 170th Ave, Suite 100, Omaha, NE 68146  
 Phone: (402) 491-1100 Fax: (402) 491-1101  
 www.eagroup.com  
 State of NE Certificate of Registration: 04000008

**EAG**  
 E & A CONSULTING GROUP, INC.  
 Engineering Services

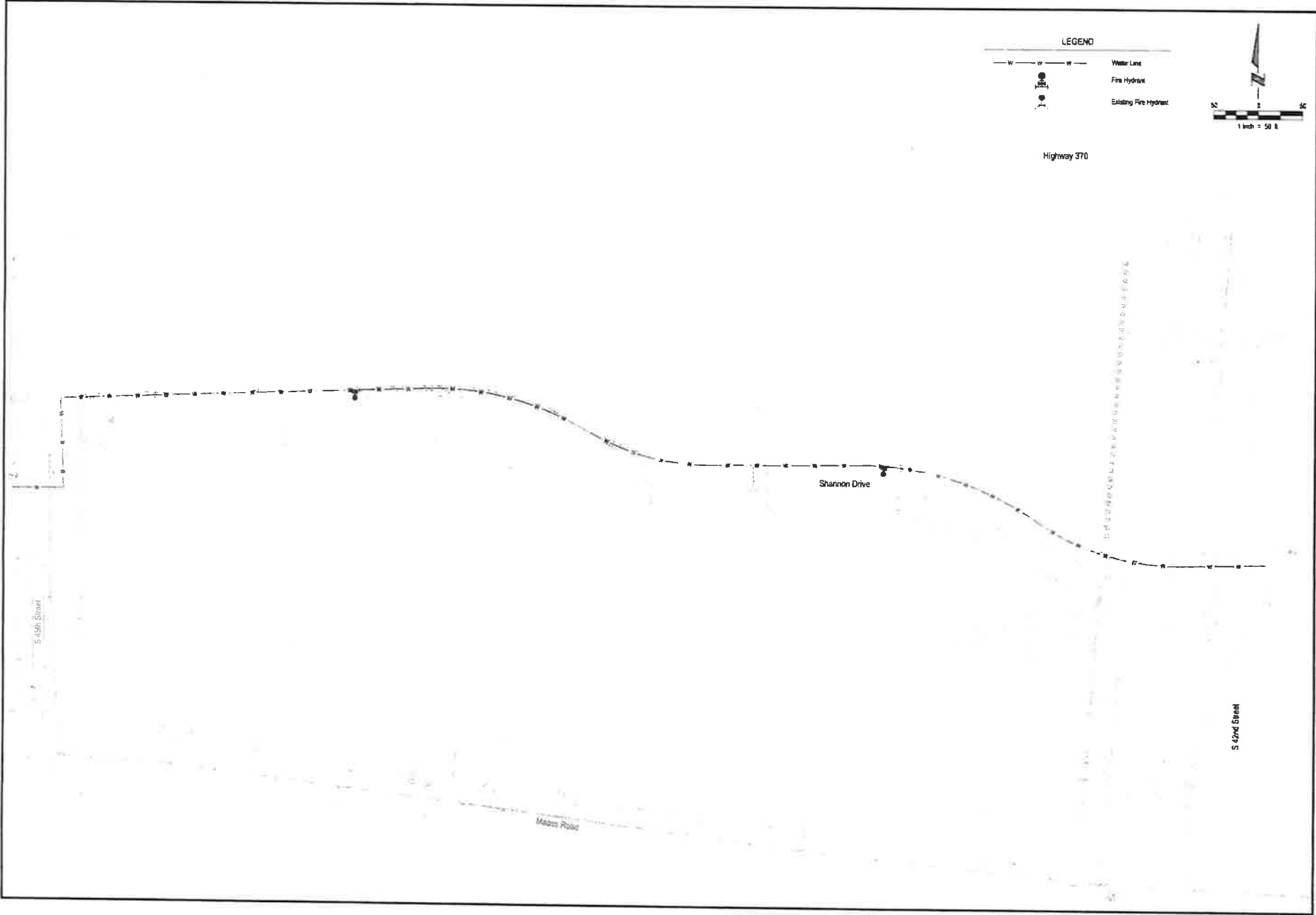
QUAL CROSSING  
 LOTS 1 THRU 7 INCLUSIVE &  
 IMPACT 2  
 ALLUVEY REDUCTION

EXHIBIT "C-4"  
 PRELIMINARY SANITARY  
 SEWER EXHIBIT

Project	15/000000	Revision	
Date	11/15/2017	Drawn By	JFB
Checked By	JFB	Scale	AS SHOWN
Drawn By	JFB	Sheet	1 of 1



 <b>E &amp; A CONSULTING GROUP, INC.</b> Engineering • Planning • Environmental & Field Services <small>13000 14th Avenue, Suite 100 • Denver, CO 80234          Phone: 303.440.1400 • Fax: 303.440.1401          www.eagroup.com</small>		<small>State of Colorado Professional Engineer License # 100000000</small>	
 <b>E &amp; A CONSULTING GROUP, INC.</b> Engineering Architects		<b>QUALITY CROSSING</b> LONG THRUWAY INCLUDES & OUTSIDE "A" AND "B" OUTLOOK ROADWAY	
<b>EXHIBIT "C-5"</b> PRELIMINARY STORM SEWER EXHIBIT			
Project No.: 2009010101	Revision:	Date:	Description:
Designer:	Checker:	Date:	Description:
Engineer:	Date:	Description:	Description:
Date:	Description:	Description:	Description:



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

1700 Lakeside Drive, Suite 100 • Omaha, NE 68134  
 Phone: (402) 486-4102 • Fax: (402) 486-4106  
 www.eag.com

State of NE Certificate of Registration: 000008



**E & A CONSULTING GROUP, INC.**  
 Engineering Division

**OJAIL CROSSING**  
 LOTS 1 THRU 16 INCL. 4  
 OUTLOTS A, AND B  
 2ND TRM  
 BELLEVUE NEBRASKA

**EXHIBIT "C-F"**  
 PRELIMINARY WATER  
 EXHIBIT

REV	DATE	DESCRIPTION	BY	CHKD
1	11/18/2011	PRELIMINARY	AS	AS

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 10/21/2025		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:

Replacement of Medic 42

SYNOPSIS/BACKGROUND:

The new Medic Unit will replacing a 23 year old Medic Unit with over 120,000 miles on it. The significant cost increase is due to aluminum and labor costs for the manufacture.

\*\* This vehicle will be most likely delivered after this fiscal year.

FISCAL IMPACT: \$379,864.00 BUDGETED FUNDS: CIP \$340,000 GRANT/MATCHING FUNDS:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: No 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 NAME:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Purchase the new Med Unit from North Central Emergency Vehicles at the cost of \$379,864.00.

ATTACHMENTS:

- |                      |             |    |
|----------------------|-------------|----|
| 1. Purchase Proposal | 2. Drawings | 3. |
| 4.                   | 5.          | 6. |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*Joseph Willis*  
*[Signature]*  
*[Signature]*



# Quotation Summary

Bellevue Chief XL Braun Proposals 2025-10-01 12-57-51

**Reference:** QUO0000013344 **Rev:** 0  
**Purchaser:** North Central Emergency Vehicles  
**Contact:** Grant Anderson  
**Address:** 3800 W Cavalry Court  
 Lincoln, NE 68528

**Opportunity:** Bellevue Fire Chief XL  
**Account:** Bellevue Fire Department  
**Contact:** Donald Gifford  
**Billing Address:** 211 W Mission Ave  
 Bellevue, NE 68005

**Telephone:**

United States

**Currency:** USD

**Quotation Date:** 2025-10-01

**Quote Exp Date:** 2025-10-31

**Price Effective:** 2025-09-23

**Factory Contact:** David Greenfeld

**Mobile:**

**Sales Contact:** Grant Anderson  
**Mobile:** 402-650-4616  
**Phone:** 320-395-2911

Name	Specifications
------	----------------

Chief XL Type I

-72" Headroom  
 -169"L Full Seam Welded Module



Product	Description	Quantity
CHFSLI	169" long x 96" wide module with 72" headroom.	1.00

Price Details	Price
---------------	-------

Chassis (Estimated)	76,828.00
Base and options	303,036.00
<b>List Price Per Unit</b>	<b>379,864.00</b>

\* Estimated freight (to be re-evaluated at time of shipping)

**\*\* Product quotes are valid for 30 calendar days. After 30 calendar days quotes are subject to change. Any applicable discounts will be added and validated at time of invoice. Discounts subject to change.**

### Payment Terms:

**FORCE MAJEURE** "Company shall not be liable or responsible to Purchaser, or be deemed to have defaulted or breached these Standard Terms and Conditions, for any failure or delay in fulfilling or performing any of these Standard Terms and Conditions when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Company including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities, terrorist threats or acts, riot or other civil unrest, national emergency, revolution, insurrection, epidemic/pandemic, telecommunication breakdown, power outage, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), restraints or delays affecting carriers, inability or delay in obtaining chassis from an original equipment manufacturer or other supplies of adequate or suitable components or materials at reasonable prices."



## Sales Options by Category

### Braun - KKK Change Notice

Item Number	Description	Quantity
00-01-0001	<b>GENERAL CONDITIONS</b>	1.00
00-01-0006	<b>DYNAMIC SIDE IMPACT &amp; ROLLOVER TESTS</b>	1.00
00-01-0017	<b>BIDDER IS KKK-A-1822F AMENDMENT 1 COMPLIANT</b>	1.00
80-11-0020	<b>CAAS GVS 3.0 COMPLIANCE PACKAGE</b> A CAAS GVS 3.0 compliance sticker, electrical load analysis sticker, and payload sticker shall be installed in the oxygen compartment. Any deviations from CAAS GVS 3.0 shall be listed in the vehicle delivery packet with a notation on the-compliance sticker.	1.00
00-01-0029	<b>NO CONTRACT REQUIRED</b> NO STS, HGAC, FSA, SOURCEWELL or GPO contract required	1.00
00-01-0053	<b>NO BOND REQUIRED</b> No Bond is Required	1.00

### Braun - Chassis

Item Number	Description	Quantity
SR00221201	<b>Unit to feature 74" headroom. Adjust cabinets to comply.</b>	1.00
00-01-0040	<b>Administration Fee</b>	1.00
MODULE_XLF450-550	<b>TYPE I - AMBULANCE - CHIEF XL I FORD - 72 INCH INTERIOR HEADROOM</b> Chief XL Type I - 169" Module - 72" Interior Headroom. Manufactured in Van Wert, Ohio, USA.	1.00
CH_F4550L	<b>CHASSIS - FORD F550 193" WB 4X4 DRW (108 C.A.) DIESEL ENGINE</b> FORD F550 CHASSIS CAB, 193" WB 4X4 DRW (108" C.A.)	1.00
15-00-0010	<b>FUEL TANK - FULL UPON FACTORY RELEASE</b> The chassis fuel tank of the completed unit shall be full at time of release from the ambulance manufacturer's facility.	1.00
20-10-0603	<b>ENGINE BLOCK HEATER - OEM PLUG</b> An engine block heater shall be included in the chassis with the 125 VAC power cord.	1.00
20-20-0252	<b>HEAT SHIELDS, PROTECTIVE</b> Install: aluminized steel protective heat shields to the upper laterals above the exhaust system.	1.00
20-20-0277B	<b>HIGH IDLE SYSTEM - B</b>	1.00



A high-idle module will be added to the chassis. The high idle will be engaged automatically by the M-Tech system when all chassis parameters are met. Chassis parameters include but not limited to vehicle in park, service brake not depressed, accelerator not depressed, parking brake set and battery voltage. High-idle may also be activated by the M-Tech heat or A/C. FORD F-SERIES ONLY: A high-idle/parking brake module will be added to the chassis The chassis parking brake signal will also be provided by this module.

<b>20-01-0105</b>	<b>SUSPENSION - LIQUID SPRING TYPE I</b> Install: Liquid Spring	1.00
<b>20-10-0206</b>	<b>BATTERY - TWO SYSTEM - F SERIES CHASSIS</b> The vehicle shall have a 12 V two (2) battery system rated at 1500 cold cranking amps. Both batteries shall be securely installed in the Ford OEM locations, under the vehicle hood.	1.00
<b>20-21-0101</b>	<b>FLOOR CONSOLE F450/F550 STANDARD CONSOLE - ALUMINUM</b> PLEASE NOTE: Console drawings are for reference only and do not include all features depicted on the drawings. All consoles shall be designed, priced, and approved internally to allow for accurate BOM pricing. The prices shown are estimated for general budget pricing only and pricing is subject to design; must contact manufacturer for pricing validation.	1.00
<b>HVAC_EC_01</b>	<b>HVAC - COMPRESSOR - SECONDARY ENGINE DRIVEN - T1 DIESEL</b> Install a separate engine mounted compressor, providing AC to patient compartment.	1.00
<b>30-10-0030</b>	<b>BACKUP ALARM</b> Install: (OSHA approved) back up alarm with a disable control for silent backing, located on the MCC (master control console).	1.00
<b>20-30-0806</b>	<b>RUNNING BOARDS - STAR PUNCHED DIAMOND PLATE</b> Aluminum diamond plate running boards with a star punched non-skid surface shall be provided on the cab. The running boards shall be dip anodized after they are formed to retain finish and increase corrosion resistance.	1.00
<b>40-10-0117</b>	<b>DEF TANK FILL PROTECTOR - STAINLESS STEEL</b> Install: stainless steel DEF tank fill protector per drawing.	1.00
<b>40-10-0112</b>	<b>FUEL FILL PROTECTOR - STAINLESS STEEL</b> Install: stainless steel fuel fill protector per drawing.	1.00
<b>30-10-0747</b>	<b>HOWLER - SIREN &amp; SPEAKER SYSTEM / OPERATED VIA MECHANICAL SWITCH</b> Install Whelen Howler siren & speaker system, to be activated by mechanical switch on MCC.	1.00
<b>30-10-0392</b>	<b>LIGHT, MAP LIGHT VERTICAL LED 18" WITH FLEXIBLE NECK &amp; RED/WHITE LED</b> Install 18" Vertical LED map light with flexible neck on the cab console. (LF18ES-LED) Braun #27554	1.00
<b>20-30-0202</b>	<b>MIRRORS, EXT OEM MANUAL TELESCOPING WREMOTE &amp; HEAT</b> The chassis shall have OEM manual telescoping, folding trailer tow mirrors with power/heated glass, heated convex spotter mirror, integrated clearance lamps/turn signals.	1.00



30-10-0753	<b>SIREN, WHELEN 295-HFSA7-REMOTE WITH MICROPHONE (Meets CA Title 13)</b> A Whelen 295-HFSA7 remote dual siren amplifier shall be flush-mounted in the master control console located in the cab. The siren shall be capable of hands-free operation and shall be equipped with a noise canceling microphone. (Meets CA Title 13)	1.00
30-10-0808	<b>SIREN SPEAKERS, WHELEN SA315 - BEHIND THE GRILLE</b> Install: Whelen dual 100-watt siren speakers shall be installed behind the grille area.	1.00
20-30-0400	<b>TIRE PRESSURE MONITOR - QuickPressure</b> Install QuickPressure tire pressure caps. (must check tire PSI to select correct QuickPressure Model)	1.00
20-40-0203	<b>WHEELS, FORGED POLISHED ALUMINUM - 19.5 - F450/550 193" WB</b> Forged, polished aluminum wheels shall be provided, to include bright hub covers and center ornaments and valve stem extensions.	1.00

**Braun - Electrical**

Item Number	Description	Quantity
SR00221202	<b>2nd 30 amp auto eject shall be installed above the other per drawings. Receptacles should be equipped with integral dynamic disconnect. The 2nd 30 amp auto eject will be for the dual-voltage Heat/AC</b>	1.00
SR00221203	<b>FOUR (4) total. (2) most forward antennas are to terminate to the vented radio cabinet. (2) most rearward antennas are to terminate to the MCC in the cab. Do not drill holes into module. Antennas are to be coiled above each respected dome light and the customer will drill holes and mount bases. Each antenna to be labeled at both ends so they can be identified easily.</b>	1.00
30-06-0001	<b>ELECTRICAL SYSTEM - MICRO PROCESSOR BASED</b> Install: Microprocessor based multiplex system.	1.00
30-10-0110	<b>ELECTRICAL CIRCUITS</b> All electrical circuits: shall have wiring and circuit protection suitable to the demand and must meet the national electric code (NEC) wiring requirements, added on wiring (18 GA through 10 GA) color coded and stamped with code numbers for easy identification, SLX high temperature thermoplastic cross link wire used. SGX insulated cable used for all under hood / underbody battery and charging system cable. High temperature (375° f) thermoplastic loom used on all harnesses.	1.00
30-06-0126	<b>ELECTRICAL COMPARTMENT (PDQ) - MULTIPLEX ELECTRICAL SYSTEM</b> Electrical compartment / hinged door w/ (2) chrome locking lever latches/ located on the partition wall behind the attendant seat.	1.00
30-06-0325	<b>FLASHER - MULTIPLEX ELECTRICAL SYSTEM</b> Provide: Flasher within and programmed by the multiplex electrical system.	1.00
30-06-0350	<b>FLASHING HEADLIGHTS - MULTIPLEX ELECTRICAL SYSTEM</b> Headlights (high beams) shall be programmed through the multiplex system to	1.00



	alternate flash (wig-wag).	
<b>30-10-0190</b>	<b>GROUND FAULT CIRCUIT INTERRUPTER-GFCI</b> Install: A 125 VAC, 20 AMP circuit breaker with ground fault circuit interrupter (GFCI) electronic ground leakage detection in the load center for the shoreline circuit.	1.00
<b>30-06-0285</b>	<b>MODULE DISCONNECT - MULTIPLEX ELECTRICAL SYSTEM</b> Install: Disconnect to keep the system power engaged after the ignition is switched to the "off" position.	1.00
<b>30-06-0575</b>	<b>REVERSE -TRANSMISSION- FUNCTIONS - MULTIPLEX ELECTRICAL SYSTEM</b> System programmed to provide activation for: rear outboard warning lights, rear side warning lights, rear scene lights, the rear side scene lights - when the transmission selector lever is placed into "reverse" position.	1.00
<b>30-06-0150</b>	<b>SPARE CIRCUIT - MULTIPLEX ELECTRICAL SYSTEM</b> Provide (1) spare 15-amp circuit.	1.00
<b>30-06-0175</b>	<b>WIRING HARNESS CONNECTORS - MULTIPLEX ELECTRICAL SYSTEM</b> Connect all wiring harnesses via quick connect circular plug connectors.	1.00
<b>30-06-0300</b>	<b>VOLTMETER - MULTIPLEX ELECTRICAL SYSTEM</b> Provide: (1) digital voltmeter on the master control console screen.	1.00
<b>30-06-0026</b>	<b>WARNING DISPLAY - MULTIPLEX ELECTRICAL SYSTEM</b> Install: digital warning display integrated into the cab display console, programmed through the multiplex system to provide visual and audible indication.	1.00
<b>30-06-0225</b>	<b>EMERGENCY MASTER SWITCH - MULTIPLEX ELECTRICAL SYSTEM</b> Supply: A single emergency master switch for activating all the emergency warning lights on the master control console screen, emergency master switch will activate the module power automatically, include an Emergency Master Menu button to allow access to individual warning light functions.	1.00
<b>30-06-0250</b>	<b>CONTROL PANEL SWITCHES - MULTIPLEX ELECTRICAL SYSTEM</b> Switches on the master control console and attendant control panel screens shall have dimmable perimeter backlighting.	1.00
<b>30-06-0275</b>	<b>MODULE POWER SWITCH - MULTIPLEX ELECTRICAL SYSTEM</b> Provide: A module power switch for the electrical system on both the Master Control Console and the Attendant Control Panel screens.	1.00
<b>30-06-0101</b>	<b>ATTENDANT CONTROL PANEL (ACP) - MULTIPLEX ELECTRICAL SYSTEM</b> Attendant Control Panel (ACP) contains a color micro processor screen, controls all equipment installed in the patient compartment.	1.00
<b>30-06-0375</b>	<b>PARK OVERRIDE - MULTIPLEX ELECTRICAL SYSTEM</b> Park override switch on the master control console screen, reactivates all lights disabled when the transmission is placed in the neutral/park position.	1.00
<b>30-06-0400</b>	<b>LOAD MANAGER-SEQUENTIAL SWITCHING SYSTEM - MULTIPLEX ELECTRIC SYSTEM</b> Load manager-sequential switching system controlled by the microprocessor based	1.00



electrical system: emergency master button shall control the sequential switching of the emergency lights and/or other warning devices, load manager shall automatically shed non-critical electrical loads during low voltage conditions.

30-06-0450	<p><b>FRONT CLEAR DISABLE SWITCH - MULTIPLEX ELECTRICAL SYSTEM</b>            Activation of the switch on the master control console screen to disable all forward-facing clear warning lights.</p>	1.00
30-06-0076	<p><b>MASTER CONTROL CONSOLE (MCC) - MULTIPLEX ELECTRICAL SYSTEM</b>            Floor mounted Master Control Console (MCC) located in the cab, housing siren, color microprocessor display screen, controlling all the Emergency Warning functions, Patient Compartment lighting and module heat/ac functions.</p>	1.00
30-06-0475	<p><b>CURBSIDE SCENE LIGHTS ON WITH CURBSIDE DOOR</b>            The Curbside scene lights: programmed to activate when the Curbside door is in the open position.</p>	1.00
30-06-0500	<p><b>REAR SCENE LIGHTS ON WITH REAR DOORS OPEN</b>            Rear scene lights programmed to activate when the rear doors are in the open position.</p>	1.00
30-06-0525	<p><b>DISABLE SWITCH FOR REAR SCENE LIGHTS - MULTIPLEX ELECTRICAL SYSTEM</b>            Install: disable switch at the rear door area to disable the rear scene lights.</p>	1.00
30-06-0550	<p><b>DISABLE SWITCH FOR SIDE SCENE LIGHTS - MULTIPLEX ELECTRICAL SYSTEM</b>            A disable switch shall be installed at the curbside door area to disable the curbside scene lights.</p>	1.00
30-07-0001	<p><b>CONTROL SCREEN, MCC</b>            Install: interface module / display screen in the cab.</p>	1.00
30-07-0003	<p><b>CONTROL SCREEN, ACP</b>            Install: interface module / display screen mounted on an angled flip - down panel with chrome lever latches, in the patient compartment ACP area.</p>	1.00
30-10-0901	<p><b>SYSTEM ACTIVE AND CHECK OUT LIGHTS - 15 MINUTES</b>            Switch: located at the curb and rear entry doors for activation of the electrical system, check out light switch located at the curb and rear doors for activation of the LED angled lights prior to entering the module, system programmed to shut down automatically after 15 minutes unless the ignition is on.</p>	1.00
30-06-0050	<p><b>DAYTIME RUNNING LAMPS - MULTIPLEX ELECTRICAL SYSTEM</b>            OEM Daytime Running Light headlights activated for daytime operation, when transmission is placed in drive.</p>	1.00
RADIO-PW	<p><b>RADIO PRE-WIRE TO BE INSTALLED FOR FUTURE INSTALL OF RADIO. LOCATION(S):</b>  <b>Customer supplied cables from radio cabinet to MCC and ACP</b>            Radio pre-wire shall be installed for future installation of a radio.</p>	2.00
30-10-0068	<p><b>CAMERA REAR VIEW - SINGLE SYSTEM - CONTROL SCREEN</b>            Install: camera system rear view, tied to the control screen. Per Dwg #2. Camera alignment will be conducted at final inspection, if applicable.</p>	1.00



<b>30-10-0915</b>	<b>SYSTEM AUTO ACTIVE WITH ENTRY DOOR OPEN OR UNLOCK SIGNAL</b> The system will auto activate when a module entry door is opened or when a door unlock signal is received.	1.00
<b>30-10-0163</b>	<b>CONDUIT, PVC FLEXIBLE w/ FISH/PULL WIRE &amp; WALL COVER - 3" DIAMETER Radio cabinet to MCC</b> Install: a 3" diameter flexible PVC electrical conduit with fish/pull wire.	1.00
<b>30-10-0585</b>	<b>USB - DUAL OUTLET, ONE (1) INTERIOR LOCATED ON CONSOLE</b> Install: (1) dual USB port outlet, 5 volt / 2.1 amp, in the vehicle, located on the Master Control Console in the cab.	1.00
<b>USBAA101</b>	<b>OUTLET, USB - ONE (1) DUAL - PRIMARY ACTION AREA</b> One (1) dual USB port outlet, 5 volt / 2.1 amp, shall be installed in the vehicle, located on the streetside primary action area in the patient compartment.	1.00
<b>125AA101</b>	<b>OUTLET, 125VAC - ONE (1) INTERIOR DUPLEX - LEFT WALL ACTION AREA</b> One (1) 2-wire +plus ground 125 VAC duplex outlet in the street side wall in the primary action area.	1.00
<b>125AA201</b>	<b>OUTLET, 125VAC - ONE (1) INTERIOR DUPLEX - SECONDARY ACTION AREA</b> One (1) 2-wire +plus ground 125 VAC duplex outlet in the street side wall in the secondary action area.	1.00
<b>125ADD</b>	<b>OUTLET, ADDITIONAL-125VAC Front wall #2 lower area, Curbside rear bench wall per drawings</b> 2-wire +plus ground 125 VAC duplex outlet(s) installed per the drawings.	2.00
<b>125IF201</b>	<b>OUTLET, 125VAC - ONE (1) INTERIOR DUPLEX - FRONT WALL CABINET</b> One (1) 2-wire +plus ground 125 VAC duplex outlet in the front wall cabinet.	1.00
<b>30-10-0258</b>	<b>INVERTER, VANNER - 1100 WATT, LIFESINE LSC 12-1100-DC CHARGER OSS #2</b> Install: Vanner LifeSine LSC 12-1100-DC watt inverter with battery conditioner / charger per drawing (non-hardwired).	1.00
<b>30-10-0250</b>	<b>INVERTER, TO BE ON WITH THE IGNITION</b> The mod power, and any option associated with auto on when mod power is engaged, will also come on with ignition. If mod power is turned off while ignition is on, turning mod power back on will also re-engage the inverter power.	1.00
<b>USB_C</b>	<b>OUTLET, DUAL USB-C Action area wall</b> One (1) dual USB-C port outlet with up to 10gb data speed, shall be installed in the vehicle.	1.00
<b>12VAA101</b>	<b>OUTLET, 12VDC - ONE (1) - LEFT WALL ACTION AREA</b> One (1) 12 VDC power point outlet shall be installed in the street side wall in the primary action area. The outlet shall be labeled, "12 VDC". A Schottky diode medical isolator shall be provided to protect the 12 VDC outlet.	1.00
<b>12VADD</b>	<b>OUTLET, ADDITIONAL-12V Under ACP per drawing</b> 12 VDC power point outlet(s) installed per the drawings.	1.00
<b>12VIF201</b>	<b>OUTLET, 12VDC - ONE (1) FRONT WALL - CABINET</b>	1.00



One (1) 12 VDC power point outlet shall be installed in the patient compartment, in the front wall cabinet. The outlet shall be labeled, "12 VDC". A Schottky diode medical isolator shall be provided to protect the 12 VDC outlet.

<b>30-12-0100</b>	<b>RECEPTACLE SHORELINE INLET-SUPER 30 AMP, AUTO EJECT - YELLOW COVER</b> Install: Kussmaul super auto eject shoreline inlet receptacle with yellow cover on module exterior per the drawings, equipped with an integral dynamic disconnect.	1.00
<b>30-10-0299</b>	<b>LIGHT, ATTENDANT CONTROL PANEL AREA - TECNIQ SILHO-X LED - WARM WHITE</b> A Tecniq Silho-X 2.75" round warm white LED light with SS trim ring, shall be mounted above the left wall forward action area counter. The light shall be operated through a button on the control screen labeled "Attendant Light". (Braun #26415)	1.00
<b>30-10-0310</b>	<b>LIGHT, LED ELECTRICAL COMPARTMENT - PDQ</b> A 12 VDC LED light shall be located in the PDQ. The light shall be wired "battery-hot" to activate when the PDQ door is in the open position. The light shall be off when the door is in the closed position.	1.00
<b>30-11-0106</b>	<b>LIGHTS, DOME LED (8) WHELEN SUPER LED</b> Eight (8) Whelen #LED (80COEHCR) dome lights, shall be installed. See dwg #9	1.00
<b>30-11-0152</b>	<b>LIGHTS, RIDGEBACK LED PANEL (3) STREETSIDE - ANGLED</b> Install: (3) Ridgeback LED lights streetside per dwg #5.	1.00
<b>30-11-0156</b>	<b>LIGHTS, DELETE LIGHTS ON PANEL CURBSIDE ANGLED</b> Delete / Omit lights on angled panel, Curbside interior.	1.00
<b>30-10-0418</b>	<b>LIGHTS, OSS COMPARTMENTS - RIDGEBACK LED STRIP LIGHTING</b> Install: White Ridgeback brand LED strip lighting, one each side of the door opening, activated by magnetic switch, all standard OSS compartments only, excluding battery compartment, lengths dependent on OSS dimensions.	1.00
<b>40-10-0191</b>	<b>LOCKS POWER - PASSAGE, 5 COMPARTMENTS, KEY FOBS</b> Install: power door locks on module passage doors, and (5) OSS compartments, use OEM key fobs. Does not include battery bay door.	1.00
<b>40-10-0151</b>	<b>SWITCH DOOR UNLOCK, WATERPROOF - HIDDEN IN FRONT GRILLE AREA</b> Install: exterior hidden door unlock switch in grille area.	1.00
<b>30-06-0201</b>	<b>RADIO TIE-IN POINT - (1) 12V/40 AMP - CAB CONSOLE AREA</b> Install (1) set of 12 volt/40 amp radio tie-in studs in cab console: (1) battery hot, (1) ignition hot, (1) grounded stud.	1.00
<b>30-06-0202</b>	<b>RADIO TIE-IN POINT - (1) 12V/40 AMP - PATIENT COMPARTMENT</b> Install (1) set of 12 volt/40 amp radio tie-in studs in patient compartment: (1) battery hot, (1) ignition hot, (1) grounded stud.	1.00
<b>30-06-0203</b>	<b>RADIO TIE-IN POINT - (1) 12V/250 AMP - PDQ</b> Install (1) set of 12 volt/250 amp radio tie-in studs in the PDQ: (1) battery hot, (1) ignition hot, (1) grounded stud.	1.00

### **Braun - Exterior Lighting**

<b>Item Number</b>	<b>Description</b>	<b>Quantity</b>
<b>SR00221195</b>	<b>Condenser to feature 1 Whelen 700 Red and 1 Whelen 700 Blue with clear lenses. Center of condenser to be where opticom is mounted.</b>	<b>1.00</b>



<b>30-06-0410</b>	<b>WARNING LIGHTS FLASH PATTERN SIGNAL ALERT 75 - MULTIPLEX ELECTRICAL SYSTEM</b> The default flash pattern for the vehicle warning lights: Signal Alert 75.	1.00
<b>30-06-0431</b>	<b>EMERGENCY SMOOTH FLASH PATTERN</b> Add the Emergency Smooth Flash Pattern option to the unit build.	1.00
<b>ClearLENS</b>	<b>CLEAR LENSES ON ALL WARNING LIGHTS</b>	1.00
<b>GWLIO0002</b>	<b>LIGHTS GRILLE - 2 WHELEN ION LED</b> Two (2) Whelen ION series super LED warning lights, with waterproof connectors shall be installed the grille area of the chassis. The lights shall operate from a switch on the master control console labeled "Flashers". Note: these lights are only available with a clear lenses.	1.00
<b>GWLCLR1R</b>	<b>GRILLE WARNING LIGHT LOCATION 1 - RED</b> The warning light located on the grille in location 1 shall be red.	1.00
<b>GWLCLR2B</b>	<b>GRILLE WARNING LIGHT LOCATION 2 - BLUE</b> The warning light located on the grille in location 2 shall be blue.	1.00
<b>STRPTRN</b>	<b>STRAIGHT PATTERN WARNING LIGHTS</b> The front warning lights will be aligned in a straight pattern across the module.	1.00
<b>30-25-0122</b>	<b>LIGHTS, ICC / LED CLEARANCE - ON MODULE FRONT - TECNIQ</b> Install: (5) amber Tecniq LED (S33-AA00-1) clearance / ICC lights on the front of the module near the roof line per dwg #1.	1.00
<b>FWL090007</b>	<b>LIGHTS FRONT MODULE - 7 WHELEN 900 SUPER LED</b> Seven (7) Whelen 900 series super LED warning lights with chrome bezels shall be installed on the module front. The lights shall operate from a switch on the master control console, labeled "Flashers".	1.00
<b>FWLCLR1R</b>	<b>FRONT WARNING LIGHT LOCATION 1 - RED</b> The warning light located on the upper front of the module in location 1 shall be red.	1.00
<b>FWLCLR2R</b>	<b>FRONT WARNING LIGHT LOCATION 2 - RED</b> The warning light located on the upper front of the module in location 2 shall be red.	1.00
<b>FWLCLR3R</b>	<b>FRONT WARNING LIGHT LOCATION 3 - RED</b> The warning light located on the upper front of the module in location 3 shall be red.	1.00
<b>FWLCLR4W</b>	<b>FRONT WARNING LIGHT LOCATION 4 - WHITE</b> The warning light located on the upper front of the module in location 4 shall be white.	1.00
<b>FWLCLR5B</b>	<b>FRONT WARNING LIGHT LOCATION 5 - BLUE</b> The warning light located on the upper front of the module in location 5 shall be blue.	1.00
<b>FWLCLR6B</b>	<b>FRONT WARNING LIGHT LOCATION 6 - BLUE</b> The warning light located on the upper front of the module in location 6 shall be blue.	1.00



<b>FWLCLR7B</b>	<b>FRONT WARNING LIGHT LOCATION 7 - BLUE</b> The warning light located on the upper front of the module in location 7 shall be blue.	1.00
<b>30-25-4900</b>	<b>LIGHT, OPTICOM, INFRARED (W/VISIBLE FLASHING LIGHT) PRIORITY CONTROL SYSTEM - 792H</b> Install: 3M Opticom priority control system on the module front, #792H with bezel per dwg #1.	1.00
<b>30-25-0123</b>	<b>LIGHTS, ICC / LED CLEARANCE - ON MODULE REAR - TECNIQ</b> Install: (5) red TECNIQ LED (S33-RR00-1) clearance / ICC lights on the rear of the module near the roof line per dwg #2.	1.00
<b>ROLO90002</b>	<b>LIGHTS REAR MODULE, UPPER OUTER - 2 WHELEN 900 LED</b> Two (2) Whelen 900 series super LED warning light with chrome bezels shall be installed on the upper rear of the module, in the outer location. The lights shall operate from a switch on the master control console, labeled "Flashers".	1.00
<b>ROLCLR1RB</b>	<b>REAR OUTER MODULE LIGHT LOCATION 1 - RED-BLUE</b> The warning light located on upper rear of the module, in outer location 1 shall be dual color red/blue.	1.00
<b>ROLCLR2RB</b>	<b>REAR OUTER MODULE LIGHT LOCATION 2 - RED-BLUE</b> The warning light located on upper rear of the module, in outer location 2 shall be dual color red/blue.	1.00
<b>RCL090001</b>	<b>LIGHTS REAR MODULE, UPPER CENTER - 1 WHELEN 900 LED</b> One (1) Whelen 900 series super LED warning light with a chrome bezel shall be installed on the upper rear of the module, center location. The light shall operate from a switch on the master control console, labeled "Flashers".	1.00
<b>RCLCLR1A</b>	<b>REAR CENTER MODULE LIGHT LOCATION 1-AMBER</b> The warning light located on upper rear of the module in the center location shall be amber.	1.00
<b>RS090002</b>	<b>LIGHTS REAR SCENE - 2 WHELEN 900 24 DIODE LED</b> Two (2) Whelen 900 Series super LED scene/load lights with chrome bezels shall be installed on the upper rear of the module. The lights shall operate from a switch on the master control console, labeled "Rear Scene Lights".	1.00
<b>WL090002</b>	<b>LIGHTS REAR WINDOW - 2 WHELEN 900 SUPER LED</b> Two (2) Whelen 900 series super LED warning lights with chrome flanges shall be installed on the rear of the module at window level, one (1) on each side. These lights shall operate from a switch on the master control console, labeled "Flashers".	1.00
<b>WLCLR1RB</b>	<b>WINDOW LEVEL LIGHT LOCATION 1 - RED-BLUE</b> The warning light located on rear of the module at window level, location 1 shall be dual color red/blue.	1.00
<b>WLCLR2RB</b>	<b>WINDOW LEVEL LIGHT LOCATION 2 - RED-BLUE</b> The warning light located on rear of the module at window level, location 2 shall be dual color red/blue.	1.00



<b>30-26-3009</b>	<b>LIGHTS, REAR TAIL - WHELEN 600 LED STOP, TURN, &amp; MAXIMUM INTENSITY BACK-UP</b> Install: (1) pair each of Whelen 600 series LED stop/tail lights, turn lights, and fully populated MAXIMUM intensity LED back-up lights with chrome bezels on rear of the module.	<b>1.00</b>
<b>30-26-7002</b>	<b>LIGHT, LICENSE PLATE LED - WHELEN OACOEDCR</b> Install:(1) Whelen OACOEDCR LED license plate light with 45 deg angled chrome-plated bezel on the rear of module, lower left side.	<b>1.00</b>
<b>FIL07T0002</b>	<b>LIGHTS FRONT INTERSECTION - 2 WHELEN 700 LED W/15 DEGREE TILT HOUSING</b> Two (2) Whelen 700 series super LED warning lights, with water-proof connectors, shall be mounted in 15 degree tilt housings on the front chassis fenders, one (1) on each side. The lights shall operate from a switch on the master control console labeled "Flashers". NOTE: When vehicle is placed in park, the override switch must be on for intersection light(s) to remain on.	<b>1.00</b>
<b>FILCLR1R</b>	<b>FRONT INTERSECTION LIGHT LOCATION 1 - RED</b> The warning light located on front of the chassis fender in location 1 shall be red.	<b>1.00</b>
<b>FILCLR2R</b>	<b>FRONT INTERSECTION LIGHT LOCATION 2 - RED</b> The warning light located on front of the chassis fender in location 2 shall be red.	<b>1.00</b>
<b>RIL070002</b>	<b>LIGHTS INTERSECTION REAR - 2 WHELEN 700 LED</b> Two (2) Whelen 700 series super LED warning lights with, chrome flanges and water-proof connectors, shall be installed above the rear wheel wells, one (1) on each side. These lights shall operate from a switch on the master control console screen labeled "Flashers". NOTE: When vehicle is placed in park, the override switch must be on for intersection light(s) to remain on.	<b>1.00</b>
<b>RILCLR1R</b>	<b>REAR INTERSECTION LIGHT LOCATION 1 - RED</b> The warning light located on above the rear wheel well at location 1 shall be red.	<b>1.00</b>
<b>RILCLR2R</b>	<b>REAR INTERSECTION LIGHT LOCATION 2 - RED</b> The warning light located on above the rear wheel well at location 2 shall be red.	<b>1.00</b>
<b>30-27-1102</b>	<b>LIGHTS, ICC / LED CLEARANCE - ON MODULE SIDE - TECNIQ</b> Install: (2) red Tecniq LED (S33-RR00-1) clearance/ICC lights, (1) red on each side at rear of the vehicle, flash with turn signal, per Dwg #3 and #4.	<b>1.00</b>
<b>SWL090004</b>	<b>LIGHTS SIDE WARNING - 4 WHELEN 900 SUPER LED</b> Four (4) Whelen 900 series super LED warning lights with chrome flanges shall be installed, two (2) on each side of module exterior per dwg.	<b>1.00</b>
<b>SWLCLR1RB</b>	<b>SIDE WARNING LIGHT LOCATION 1 - RED-BLUE</b> The warning light located on side of the module, in outer location 1 shall be dual color red/blue.	<b>1.00</b>
<b>SWLCLR2RB</b>	<b>SIDE WARNING LIGHT LOCATION 2 - RED-BLUE</b> The warning light located on side of the module, in outer location 2 shall be dual color red/blue.	<b>1.00</b>



<b>SWLCLR3RB</b>	<b>SIDE WARNING LIGHT LOCATION 3 - RED-BLUE</b> The warning light located on side of the module, in outer location 3 shall be dual color red/blue.	1.00
<b>SWLCLR4RB</b>	<b>SIDE WARNING LIGHT LOCATION 4 - RED-BLUE</b> The warning light located on side of the module, in outer location 4 shall be dual color red/blue.	1.00
<b>SS090004</b>	<b>LIGHTS SIDE SCENE - 4 WHELEN 900 24 DIODE LED</b> Four (4) Whelen 900 series 24 Diode LED scene lights with chrome flanges shall be installed, two (2) each module side. These lights shall operate from switches on the master control console labeled "Left Scene Light" and "Right Scene Light".	1.00

**Braun - Module Body Construction**

<i>Item Number</i>	<i>Description</i>	<i>Quantity</i>
<b>39-00-0005</b>	<b>AWS ALUMINUM CERTIFIED WELDERS</b>	1.00
<b>39-10-0003</b>	<b>CONNECTIONS, MODULE</b> Bolt: to the chassis frame rail with (12) 5/8" -11 grade 8 bolts through OEM rubber insulating spacers installed on outriggers at twelve (12) separate locations (six each frame rail), providing noise insulation and easy removal for chassis replacement, mounting bolts to be properly torqued and secured with locktite, system used for fastening the module to the frame to be that approved by the chassis manufacturer.	1.00
<b>40-00-0080</b>	<b>INSULATION - POLYURETHANE SPRAY FOAM</b> The entire underside of the module floor (except for mounting pads), the underside of the outside storage compartments, the wheel wells, and the underside of the curbside step area shall be completely insulated with sprayed on Class I urethane foam for thermal and acoustical insulation. The insulation shall comply with FMVSS #302 flame spread requirements. The underside of the body shall be properly prepared to ensure adhesion before the spray insulation is applied.	1.00
<b>40-00-0079</b>	<b>INSULATION - EXTERIOR PASSAGE AND OSS DOORS AND INTERIOR WALLS AND CEILING</b> The walls, ceiling, passage doors, and outside storage doors shall have foam for thermal and acoustical insulation. The insulation shall comply with FMVSS #302 flame spread requirements.	1.00
<b>39-00-0001</b>	<b>MODULE BODY CONSTRUCTION - SEAMLESS</b> Module: fabricated entirely of parts cut and formed from .125" (minimum) thickness 5052-H32 flat aluminum sheet stock, using CNC machines capable of .010" repeatability. This is the only alloy that may be used for body parts that are welded together. Roll-cage type interior super-structure, aluminum partition and module welded together into a single unit, roof designed with a minimum 1.5" crown to facilitate water run-off. Floor, roof, sides, all exterior doors fabricated from .125" (minimum) thick flat aluminum sheet stock, exterior joints between the roof and side components continuous full seam welded the entire length of the module. All exterior body panel joints continuous full seam welded. No VHB bonding tape or other adhesives used in the construction of the ambulance module.	1.00



39-00-0002 SOLE SOURCE MODULE BODY CONSTRUCTION 1.00

**Braun - Module Features / Exterior**

Item Number	Description	Quantity
SR00221196	OSS #1 to feature one shelf above EZ O2 storage.	1.00
SR00221197	Install one (1) SCBA storage tube with CPI access door on curbside to the rear of wheel well. Install hold-open for door.	1.00
40-00-0009	<b>ALUMINUM PARTS - MODULE EXTERIOR</b> All unpainted exterior aluminum parts to be bright dip anodized after fabrication to retain the finish and increase corrosion resistance.	1.00
40-00-0010	<b>CORROSION MINIMIZATION - MODULE</b> All module contact with dissimilar metals shall be minimized with the use of nylon screw-hole inserts to provide hinge to door isolation with the module body, polypropylene strip hinge Isolation, polyethylene backed rubber tape, ceramic coated stainless steel hinge bolts, and corrosion inhibitor spray.	1.00
40-00-0020	<b>DOOR CONSTRUCTION - GASKET PLACEMENT</b> All exterior hinged module doors shall be constructed in an inverted pan-formed design. The pan shall be constructed from .125" thick 5052-H32 flat sheet aluminum. The exterior door skin shall be constructed of .190" thick aluminum and welded to the pan. Door gaskets shall be attached to the interior side of the door skin on the top, bottom and outer edge of the door. The gasket on the hinge side of the door will be attached to the door frame.	1.00
40-00-0060	<b>EXTERIOR COMPARTMENTS - SWEEP-OUT</b> Exterior module compartments: a sweep-out design to aid in facilitation of the purchaser's routine care and cleaning of the vehicle. All exterior compartment floors, with the exception of the front ALS compartment to be constructed to be flush with the bottom door frame.	1.00
40-00-0030	<b>EXTERIOR COMPARTMENTS DESIGN</b> All exterior compartments shall be vented and include: sound absorbing slip resistant polyurethane material sprayed on the inside of all compartments and compartment shelving, slide out trays and closeouts, baffled seep holes provided to prevent water from splashing or seeping into the exterior compartments, full-length, two-way adjustable, stainless steel hinges on all exterior compartment doors with 3/16" stainless steel hinge pins, compartment doors installed, flush with the module body, when double doors are provided, each door to have exterior handle, but only the forward door lockable, rearward door is secured when forward door is locked), all exterior compartments and passage doors keyed alike, lockable Eberhard "free-floating" type chrome plated handles with rotary locks. Gasket installed under each handle to protect the paint; drip rails installed above all exterior compartment doors.	1.00
40-00-0050	<b>EXTERIOR COMPARTMENTS, VENTING</b>	1.00



	(9) square inches (minimum) of venting inside #1, #2, #3, & #4 exterior storage compartments to provide for easier closure of the compartment doors.	
40-00-0055	<b>EXTERIOR COMPARTMENTS, VENTING - OXYGEN STORAGE</b> (9) square inches (minimum) of venting provided in the exterior oxygen storage compartment, to dissipate any leaking oxygen gas.	1.00
40-00-0070	<b>HANDLES, EBERHARD - CHROME FREE FLOATING TYPE</b> Install: Eberhard #EMC-1-2110 chrome "free-floating" handles on each exterior module door, large enough to accommodate a gloved hand.	1.00
40-10-0072	<b>LOWERED MODULE SIDES</b> Module sides to be as low as possible and still comply with KKK-1822-F ramp break over angle.	1.00
40-10-0321	<b>STEPWELL, CURBSIDE DOORWAY - MID STEP AREA</b> Install: aluminum diamond plate step well and mid-level step in curbside doorway threshold area.	1.00
40-00-0091	<b>THRESHOLD, STAINLESS STEEL - ALL OSS STORAGE COMPARTMENTS</b> Each exterior storage compartment with a hinged door: stainless steel lower threshold at the door opening to protect the paint.	1.00
40-00-0082	<b>SOUND DEADENING PACKAGE</b> Apply: An acoustic coating - entire floor, left wall, ceiling, left and right panels forward of the partition to be covered at the manufacturers recommended thickness.	1.00
40-00-0083	<b>UNDERCOATING SEAL</b> Spray: Entire underbody (excluding drive shaft, wheels, fuel tank, and 12" either side of exhaust system) with undercoating seal for reduced corrosion.	1.00
40-10-0340	<b>STONE GUARDS, MOD FRNT -ANODIZED DIAMOND PLATE</b> Install: anodized aluminum diamond plate stone guards on module front, (1) each side.	1.00
40-10-0066	<b>DOOR SLIDING - MODULE CURBSIDE PASSAGE</b> Install EZ Glide curb door.	1.00
40-10-0088	<b>DOORS - REAR PASSAGE</b> Patient compartment rear door opening: doors flush without a protruding flange or lip, right rear passage door lockable, chrome exterior handle, left rear door non-locking, chrome exterior handle, all handles installed with a gasket, hinge full length stainless steel with a 3/16" stainless steel hinge pin, two-way adjustable, each rear door two-point slam action automotive type rotary latching system to the body, right rear door lock to the body at the top and bottom, not to left rear door, doors .218" stainless steel door latch activator rods with clevis adjusters, doors lockable from inside and outside, shut on molded, air-core, automotive type door seals to prevent water from leaking into vehicle interior.	1.00
40-10-0130	<b>EMERGENCY RELEASE LEVER, REAR PATIENT PASSAGE DOORS</b> Install emergency release lever, attached to each rear passage door latch to be free-floating from the interior door linkages. Access to the lever shall be behind a removable cover in the door skin.	1.00
40-10-0505	<b>WINDOWS, PASSAGE DOOR - (CURB SLIDING, REAR FIXED)</b>	1.00



	Curbside passage door (sliding) window with removable screen, rear passage doors w/ non-openable window, windows 69% dark tint, secured with black oxide coated fasteners, open doors not to block warning lights.	
40-10-0508	<b>WINDOWS, 5% LIMO TINT ADDED TO WINDOWS (CURB AND REAR)</b> Install: 5% limo tinting shall be added to the curb and rear door windows.	1.00
40-10-0103	<b>FENDERETTES - POLISHED ALUMINUM</b> Install: Polished aluminum fenderettes around the rear wheel well openings.	1.00
40-10-0119	<b>HOLD-OPEN - REAR DOORS - GRABBERS</b> Install: door grabbers (1 pair) with hard rubber inserts on rear doors.	1.00
40-10-0360	<b>KICKPLATE/THRESHOLD, REAR DOORWAY - ANODIZED DIAMOND PLATE</b> Install: anodized aluminum diamond plate kick plate at the rear exterior doorway, providing a kick / scuff plate at rear of the vehicle above rear step, per dwg # 2.	1.00
40-10-0204	<b>MUD FLAPS, REAR - BLACK RUBBER FIBERGLASS REINFORCED - THREE COLOR</b> Install black rubber, fiberglass reinforced mud flaps with a minimum 1/4" thickness bolted to underside of module behind rear wheels, to provide adequate coverage of rear dual wheels of the chassis, mud flaps to be (3) color with the Manufacturers Logo.	1.00
40-10-0266	<b>REAR STEP/BUMPER -FLIP-UP CENTER SECTION - STAR PUNCHED AND ANODIZED</b> Affix: rear bumper to chassis frame, constructed with a hinged center section, (2) steel braces to secure step to chassis frame, outer 17" on each end of bumper constructed from heavy gauge stamped polished stainless steel bumper parts, to provide smooth rounded corners, step constructed of star punched .125" thick aluminum diamond plate, (2) rear LED step illumination lights provided. All diamond plate surfaces to be anodized; strip of black PVC installed on face of step.	1.00
40-10-0381	<b>TOW HOOKS, MODULE REAR</b> Secure: fasten (2) tow hooks in rear step area to rear step braces.	1.00
40-10-0280	<b>RUB RAILS, ANODIZED ALUMINUM</b> Install: anodized polished aluminum rub rails on lower sides of body, below outside compartment sill areas., rub rails to be offset 3/16" from body.	1.00
40-00-0019	<b>DOOR SKINS, OUTSIDE STORAGE COMPARTMENTS - DIAMOND PLATE INTERIOR SKINS</b> Interior door skins for all outside storage compartments constructed of .063" thick aluminum diamond plate.	1.00
OS1XL1STD	<b>OSS #1 - STREETSIDE FORWARD</b> OSS #1 streetside forward, hinged door with spring-loaded gas cylinder, locking handle installed on the exterior of the door.	1.00
OS1XL1OP7	<b>OSS #1 - EZ-O2 LIFT OXYGEN SYSTEM</b> OSS #1 streetside forward, with an EZ-O2 lift system, for housing an O2 cylinder.	1.00
OS102EZ	<b>OSS #1 - OXYGEN STORAGE EZ O2 LIFT</b> An E-Z O2 lift shall be mounted to the door as an assisted lift for the H and M cylinders.	1.00
OS2XL1STD	<b>OSS #2 - STREETSIDE CENTER</b> OSS #2 streetside center, hinged double doors with spring-loaded gas cylinders,	1.00



handles installed on the exterior of each door, forward door with locking handle.

<b>OS2XL1OP1</b>	<b>OSS #2 - (1) ADJUSTABLE SHELF</b> OSS #2 streetside center, with one (1) adjustable shelf.	1.00
<b>OS2SHELF1</b>	<b>OSS #2 - SHELF ONE (1) ADJUSTABLE WITH TRACK</b> Outside storage compartment #2 shall contain one (1) adjustable shelf with track.	1.00
<b>OS3XL1STD</b>	<b>OSS #3 - STREETSIDE REAR - TALL DOOR</b> OSS #3 streetside rear, hinged door with spring-loaded gas cylinder, locking handle installed on the exterior of the door.	1.00
<b>OS3XL1OP2</b>	<b>OSS #3 - (2) ADJUSTABLE SHELVES WITH INSIDE/OUTSIDE ACCESS</b> OSS #3 streetside rear, for providing I/O storage access, and contain two (2) adjustable shelves.	1.00
<b>OS3SHELF2</b>	<b>OSS #3 - SHELVES TWO (2) ADJUSTABLE WITH TRACK</b> Outside storage compartment #3 shall contain two (2) adjustable shelves with track.	1.00
<b>OS4XL1STD</b>	<b>OSS #4 - CURBSIDE REAR</b> OSS #4 curbside rear, hinged door with spring-loaded gas cylinder, locking handle installed on the exterior of the door.	1.00
<b>OS4XL1OP4</b>	<b>OSS #4 - BACKBOARD AND (2) ADJUSTABLE SHELVES WITH INSIDE/OUTSIDE ACCESS AND FIXED DIVIDER</b> OSS #4 curbside rear, with one (1) fixed vertical divider for backboard/scoop stretcher storage on one side and and two (2) adjustable shelves with inside/outside storage access on other.	1.00
<b>OS4BB</b>	<b>OSS #4 - BACKBOARD - SCOOP STRETCHER STORAGE</b> Compartment #4 shall provide storage for backboards / scoop stretcher, with a (1) inch adjustable strap with black plastic buckle.	1.00
<b>OS4DIV1</b>	<b>OSS #4 - FIXED DIVIDER</b> One (1), fixed divider with sprayed on polyurethane material shall be provided and installed in outside storage compartment #4 per dwg. #4.	1.00
<b>OS4SHELF2</b>	<b>OSS #4 - SHELVES TWO (2) ADJUSTABLE WITH TRACK</b> Two (2) adjustable shelves with track in outside storage compartment #4.	1.00
<b>OS5XL1STD</b>	<b>OSS #5 - CURBSIDE FORWARD</b> OSS #5 curbside forward, hinged door with spring-loaded gas cylinder, locking handle installed on the exterior of the door.	1.00
<b>OS5XL1OP1</b>	<b>OSS #5 - INSIDE/OUTSIDE ACCESS TO THE ALS CABINET - #5B OPEN STORAGE AREA</b> OSS #5 curbside forward, inside/outside access to the ALS cabinet, and #5B lower storage area.	1.00

### Braun - Module Interior / Patient Compartment

Item Number	Description	Quantity
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SR00221198	<b>Interior streetside #5 to feature standard recessed suction only. No drawers.</b>	1.00
50-51-1001	<b>CABINET CONSTRUCTION - INTERIOR - ALUMINUM</b> All interior cabinets shall be constructed of .090" thick welded aluminum.	1.00
50-60-0220	<b>EMBLEMS / SIGNS - REAR PATIENT COMPARTMENT</b> (2) "No Smoking / Oxygen Equipped / Fasten Seat Belts" signs: (1) sign installed in the cab, (1) above the oxygen outlets in the patient compartment street side cabinet.	1.00
50-60-0300	<b>FLOOR CONSTRUCTION- PATIENT COMPARTMENT, NON-WOOD COMPOSITE</b> Sub-floor in the patient compartment: constructed of .125" thick aluminum over .125" and .190" thick reinforcing hat sections and mounting laterals, aluminum sub-floor covered with a 3/4" non-wood composite material, all corner molding, edging and trim anodized aluminum or stainless steel and sealed to prevent fluids from seeping under the cabinets.	1.00
50-60-0301	<b>FLOORING - COVE</b> Patient compartment floor radius: coved with pre-formed floor coving material, installed behind the vinyl floor covering, along both the street side and curbside walls.	1.00
50-60-0391	<b>HEADLINER - REAR PATIENT COMPARTMENT</b> Headliner in the patient compartment shall be one-piece, seamless, .090 thick aluminum finished with sprayed-on multi-use polychromatic coating.	1.00
50-51-1013	<b>HOLD OPENS FOR INTERIOR DOORS</b> All interior cabinets with doors less than 6" tall shall have friction hinges as hold opens for door(s). Doors 6" and taller shall be designed using gas shocks as hold opens for the door(s).	1.00
50-60-0660	<b>PADDED EDGING PROTECTION</b> Install: padded corner edging where necessary on exposed corners and edges in the patient compartment for patient and attendant protection.	1.00
50-00-0202	<b>ROUNDED INTERIOR CORNERS</b> Interior vertical edges: rounded corners in the following locations: forward and aft edges of the CPR seat, the wall at the aft end of the squad bench, the partition opening cabinet edges and the upper front wall cabinet.	1.00
50-51-1011	<b>RECESSED ADJUSTABLE SHELF TRACK - CABINETS</b> Install recessed adjustable shelf track in cabinets.	1.00
50-51-5001	<b>UPHOLSTERY - PATRIOT PLUS CHARCOAL #8605</b> All cushions, head pads and seating surfaces shall be covered with Patriot Plus Charcoal #8605	1.00
50-60-0661	<b>INTERIOR MODULE PADS</b> Vinyl upholstered, foam cushioned head/back pads shall be installed as follows: the lower edge of the upper front wall cabinet (above the partition doorway or window), above the rear doors, above the side door, and on the street side wall behind and on each side of the CPR seat. The pads shall be covered with a flame-retardant color coordinated vinyl upholstery material.	1.00



50-51-6003	<p><b>LONPLATE II, NON-SLIP EMBOSSED SM. GRID - GUNMETAL #424</b>  The floor in the patient compartment shall be covered with Lonseal brand "Lonplate II" non-slip; small grid (embossed) Gunmetal #424.</p>	1.00
50-51-2002	<p><b>CABINET DOORS - CLEAR POLYCARBONATE</b>  All cabinet doors shall be clear polycarbonate material / installed in aluminum track lined with PPL inserts / An edge mounted aluminum handle shall be installed on each sliding cabinet door.</p>	1.00
50-51-3001	<p><b>CABINETS/ WALLS - POLYCHROMATIC COATING - MARBLE STONE</b>  Headliner, walls, cabinet faces, and cabinet interiors MultiSpec color to be Marble Stone</p>	1.00
IS-CNT2-ACR	<p><b>COUNTER TOP, SOLID ACRYLIC - SECONDARY ACTION AREA</b>  Install: solid acrylic countertop with 1/2" lip on the secondary action area.</p>	1.00
IS-CNT-ACR	<p><b>COUNTER TOP, SOLID ACRYLIC</b>  Install: solid acrylic countertop with 1/2" lip on the primary action area.</p>	1.00
50-51-4033	<p><b>COUNTERTOP - SOLID ACRYLIC - RAVEN BOULDER (GRAY/BLACK)</b>  Install a solid acrylic counter top, Raven Boulder (#810).</p>	1.00
50-01-0301	<p><b>INVENTORY CONTROL SYSTEM</b>  Install mini footman loops on the sliding door cabinet frames, and drill holes in the cabinet door handles for the inventory control system</p>	1.00
50-01-0408	<p><b>LATCHES, CABINET, CN10 COMPLIANT AS APPLICABLE - INCLUDING RADIO CABINET</b>  The ACP (attendant control panel) door, the PDQ (power distribution quarters) door, and the radio cabinet door shall be secured with chrome locking lever latches/ all remaining interior hinged cabinet doors with center squeeze latches/all interior drawers with locking flush pull latches.</p>	1.00
50-10-0229	<p><b>LEFT WALL - ATTENDANT CONTROL PANEL - WITH FLAT AREA</b>  A control screen shall be mounted on a hinged access panel and secured with two (2) latches. The panel will be located to the immediate right of the attendant's seat. The forward portion of the panel will contain a flat area that may be used for future radio mounting, etc.</p>	1.00
IS1XL10P1	<p><b>CABINET - FIXED FRAME WITH SLIDING POLYCARBONATE DOORS AND (1) ADJ. SHELF EACH SIDE OF CENTER DIVIDER</b>  Left wall, upper rear interior cabinet (#1): fixed frame, sliding polycarbonate doors w/full length handles, the outer most sliding door to have handles on both ends, center divider with (1) adjustable shelf each side</p>	1.00
IS2XL10P1	<p><b>CABINET - FIXED FRAME WITH SLIDING POLYCARBONATE DOORS AND (1) ADJ. SHELF EACH SIDE OF CENTER DIVIDER</b>  Left wall, upper interior cabinet (#2): fixed frame, sliding polycarbonate doors w/full length handles, the outer most sliding door to have handles on both ends, center divider with (1) adjustable shelf, each side.</p>	1.00
IS3XL10P1	<p><b>CABINET - HINGED POLYCARBONATE DOORS WITH LATCHES AND FULL LENGTH HANDLES, INSIDE/OUTSIDE ACCESS TO OSS #3</b>  Left wall rear interior cabinet (#3): fixed frame, hinged polycarbonate doors w/ latches and full length handles, inside/outside access to OSS #3.</p>	1.00



<b>IS4XL1OP1</b>	<b>CABINET - SLIDING POLYCARBONATEDOORS WITH (1) ADJUSTABLE SHELF</b> Left wall interior cabinet (#4) below secondary action area: fixed frame, sliding polycarbonate doors w/ full length handles, the outermost sliding door to have handles on both ends (1) adjustable shelf.	1.00
<b>50-60-0018</b>	<b>ASPIRATOR / SUCTION - SSCOR - WITH ELECTRIC PUMP - RECESSED</b> An SSCOR suction system shall be recessed into the street side lower interior wall near the attendant's seat. The 12 VDC SSCOR electric vacuum pump to be installed in an exterior compartment per the location on the drawing (must use SSCOR pump and tubing).	1.00
<b>50-60-0470</b>	<b>BLANKET WARMER - LOCATED INSIDE (1) INTERIOR CABINET Bottom of Streetside #4</b> Provide: (1) Blanket warmer plate and adjustable thermostat in the patient compartment of the unit.	1.00
<b>IC1XL1OP2</b>	<b>INSIDE/OUTSIDE ACCESS TO OSS #4 WITH HINGED POLYCARBONATE DOOR, FULL LENGTH HANDLE, AND LATCH</b> Compartment #1 on the rearward curb side wall, inside/outside access to OSS #4, hinged polycarbonate door, full length handle, latch.	1.00
<b>IC2XL1OP22</b>	<b>SQUAD BENCH WITH RECESSED SHARPS/WASTE BELOW SEPARATE BENCH LID. SECOND PATIENT TRANSPORT ON THE SQUAD BENCH.</b> The Curbside wall shall have a squad bench which will include storage, a split lid with gas cylinder hold opens, and a recessed sharps and trash container.	1.00
<b>IC3XL1C2</b>	<b>CABINETS - RIGHT WALL, UPPER #3- HINGED FLIP UP DOORS</b> Curb side interior wall cabinet #3: overhead separated into (2) cabinet sections, each section enclosed by (1) flip up, hinged polycarbonate door with latch.	1.00
<b>IC3XL1OP2</b>	<b>OVERHEAD CABINETS WITH HINGED POLYCARBONATE DOORS, GAS SHOCK HOLD-OPENS, AND LATCHES.</b> Curb side interior wall cabinet #3: overhead, separated into (2) cabinet sections, each section enclosed by (1) flip up, hinged polycarbonate door with latch, gas shock hold-opens.	1.00
<b>50-50-0503</b>	<b>SQUAD BENCH TOP - SPLIT WITH HINGED LID FORWARD WITH SHARPS / TRASH ACCESS</b> Squad bench top and cushion shall be split into two (2) sections with separate hinged lids/ forward most section shall have the sharps and trash container installed/ bench covered with color coordinated vinyl upholstery material/automatic latching fastener shall be installed in both sections	1.00
<b>50-50-0541</b>	<b>HOLD OPENS - SQUAD BENCH LID - GAS CYLINDERS</b> Gas cylinder hold-open(s) shall be provided and installed to hold lid in the open and closed position.	1.00
<b>50-60-0709</b>	<b>SHARPS AND TRASH CONTAINERS - ACCESS THRU SQUAD BENCH LID</b> A sharps container and a trash container installed in the forward end of the squad bench base, containers accessed through the squad bench lid covered with a 3/8" thick clear acrylic hinged lid with a biohazard warning label.	1.00



50-60-0718	<p><b>SQUAD BENCH FACE - VINYL FLOORING MATERIAL</b>  The face of the squad bench shall be covered with vinyl flooring material.</p>	1.00
SQ-BN-BASE	<p><b>SQUAD BENCH BASE W/STORAGE</b>  A storage area shall be provided in the squad bench base. The squad bench base shall be constructed of .090" thick aluminum for maximum storage capacity and minimum weight. The interior of the squad bench shall be sprayed with sound absorbing polyurethane material.</p>	1.00
IF3PDQ	<p><b>CABINET - PDQ</b>  The Power Distribution Quarters (PDQ) shall hold electrical components, (i.e., power distribution nodes, circuit breakers, etc.), hinged door with (2) chrome locking lever latches, located on the partition wall behind the attendant seat.</p>	1.00
IF1XL1OP8	<p><b>HVAC - LARGE FOOTPRINT</b>  The upper front wall shall house a Heat / AC system.</p>	1.00
IF2XL1OP9	<p><b>CABINET - SINGLE CABINET WITH ROM LOCKING ROLL-UP DOOR, (3) ADJ. SHELVES</b>  Front wall, lower interior cabinet (#2): single section w/ ROM locking roll up door with front roll and (3) adjustable shelves.</p>	1.00
IF3XL1OP1	<p><b>CABINET - VENTED RADIO CABINET PDQ ABOVE</b>  Power Distribution Quarters (PDQ) compartment and a vented radio compartment below the PDQ, lower front wall, left.</p>	1.00
IF3XL1RAD	<p><b>CABINET - FRONT WALL, LOWER BELOW PDQ (SINGLE VENTED DOOR)</b>  A radio cabinet with a vented, hinged aluminum door, secured by a chrome locking lever latch, located on the front lower left wall, door to open towards rear of the module.</p>	1.00
IF4XL1OP1	<p><b>PASS-THROUGH WINDOW OPEN TO THE CAB</b>  Window opening, pass-through from cab to module.</p>	1.00
50-20-0507	<p><b>PASS THROUGH - CAB TO MODULE, WINDOW OPENING</b>  A window opening: provided in the rear of the cab to accommodate pass-through communications to the patient compartment, bellows provided to connect the cab to the module.</p>	1.00
50-50-0106	<p><b>SEATING - ATTENDANT - EVS DBC CONTOURED, INTEGRAL CHILD, SWIVEL BASE CN8 COMPLIANT</b>  A rear facing EVS DBC attendant seat shall be installed at the head of the patient cot. The seat shall be equipped with a sliding swivel base and PRO4 belting. The seat shall be padded and covered with color coordinated, cushioned vinyl.</p>	1.00
50-50-0122	<p><b>SEATING - ATTENDANT - SIDE MOUNT POSITION</b>  The attendant seat shall be in a side mount position.</p>	1.00
CPROP5	<p><b>SEATING - CPR - CONTOURED EVS WITH Pro4 HARNESS</b>  A CPR seat shall be installed on the street side of the patient compartment aft of the primary action area counter, with Pro4 harness style shoulder / seat belt, contoured headrest and backrest will be constructed of energy absorbing material, seat bottom, backrest, and headrest shall be padded and covered with color coordinated, cushioned vinyl with the builder's logo heat stamped into the headrest.</p>	1.00



<b>SQSTOP11</b>	<p><b>SEATING - CN8 COMPLIANT TWO (2) EVS Pro4 CONTOURED</b></p> <p>A Squad bench seat with two (2) contoured EVS individual seating positions on the curb side of the patient compartment. The squad bench seat shall be KKK-A-1822F Change Notice 8 compliant with (2) Pro4 harness style shoulder / seat belts and conform to all applicable FMVSS and SAE J3026 requirements. The headrest and backrest will be constructed of energy absorbing material. The seat bottom, backrest, and headrest shall be padded and covered with color coordinated, cushioned vinyl material with the builder's logo heat stamped into the headrest.</p>	1.00
<b>HVC_PRE_03</b>	<p><b>HVAC - PREMIUM 110/12V INDEPENDENT PACKAGE - LARGE HEAT STRIP</b></p> <p>Install 110/12v independent Premium Package HVAC system with large heat strip. THE 110/12V EVAPORATOR, 60,000BTU 12V/30,000BTU 110V CONDENSER, TIED-IN TO A SECONDARY COMPRESSOR AND OEM COOLANT LINES, MAKING THE AC OPERABLE ON SHORLINE OR 12V, HEATING AND COOLING THE AIR OF THE PATIENT COMPARTMENT THROUGH THE VENTS. LARGE HEAT STRIP SETUP. (110/12V PREMIUM SETUP).</p>	1.00
<b>COND_BRK_02</b>	<p><b>CONDENSER BRACKETS TO BE WEDGE DESIGN AND COLOR MATCH TO THE CONDENSER</b></p> <p>The condenser bracket shall be a wedge designed, painted to match the condenser, mounted to the bulkhead of the module.</p>	1.00
<b>50-61-0004</b>	<p><b>ASSIST HANDLES, (2) 'V-BARS' ANTI-MICROBIAL (STAINLESS STEEL), (4) BLACK URETHANE</b></p> <p>Install: (6) assist handles- (2) stainless steel Anti-Microbial "V" assist handles, (1) on each rear passage door, (4) 10-7/8" black vulcanized rubber with steel core assist handles, (2) handles at the rear doorway, (1) at the Curbside doorway, (1) on the curbside door.</p>	1.00
<b>50-60-0730</b>	<p><b>DOOR PANELS - MODULE PASSAGE DOORS - FULL LENGTH ALUMINUM - W/ACCESS PANELS</b></p> <p>Interior rear and curbside passage door panels to be full length aluminum, Multi-Spec sprayed to match interior color and contain removable latch access panel per dwg. # 6 &amp; # 8. (Total 3).</p>	1.00
<b>30-10-0744</b>	<p><b>OTE CLIMATE CONTROLLED CABINET- TEMPERATURE CONTROL MODULE Above passthrough window</b></p> <p>Install: 12-volt OTE key locking climate controlled cabinet per the drawings.</p>	1.00
<b>MEDVAULT_R</b>	<p><b>MEDVAULT - LARGE CAPACITY - RECESSED MOUNT Front wall right of HVAC per drawings</b></p> <p>Install a large capacity Medvault, recess mounted, per drawing.</p> <p><b>***User must be registered/subscribed to Knox before purchase of product can be made***</b></p>	1.00
<b>50-60-0256</b>	<p><b>EXHAUST VENTILATOR, 3-SPEED - MULTIPLEX ELECTRIC SYSTEM</b></p> <p>Install: three-speed, 250 CFM (minimum) exhaust fan in the street side cabinet in the patient compartment, fan pulse width modulated from a switch on the attendant control panel control screen, exhaust system to have a louvered grille inside and a chrome vent outside, system vent through the side of the vehicle.</p>	1.00
<b>50-60-0291</b>	<p><b>FIRE EXTINGUISHER - ABC DRY CHEM 5 LB. WITH BRACKET - SHIPPED LOOSE</b></p> <p>ABC Dry-Chemical, 5 lb. fire extinguisher(s) and mounting bracket(s) shall be shipped</p>	1.00



loose with the vehicle.

50-60-0322	<p><b>GLOVE DISPENSER - (3) BOX - ABOVE ENTRY DOOR - CURBSIDE (ABS)</b>            A three (3) - box glove dispenser unit, with a clear acrylic hinged access panel with three (3) cut-outs, shall be provided above the curbside entry door. A 1/4" turn latch will be installed on the face of the glove box access panel.</p>	1.00
50-60-0354	<p><b>GRAB RAILS, 1-1/4" DIAMETER, ANTI-MICROBIAL(STAINLESS STEEL) 96" AND 64"</b>            Two (2) 1-1/4" diameter Stainless Steel Anti-microbial grab rails shall be installed on the ceiling of the patient compartment. One (1) 64" rail shall be located above and to the right of the cot and one (1) 96" rail shall be located above and to the left of the cot. The 96" grab rail will be attached to the ceiling with three (3) mounting brackets that secure it to the super structure of the module.</p>	1.00
50-60-0440	<p><b>IV HANGERS - CEILING RECESSED - DUAL IV BAG HOLDER</b>            Recessed ceiling IV hanger(s) provided and installed per the drawings.</p>	2.00
50-60-0640	<p><b>OXYGEN SYSTEM, ELECTRIC - MULTIPLEX ELECTRIC SYSTEM</b>            A 12 VDC controlled electric O2 system operated through the electrical system shall be provided and installed.</p>	1.00
50-60-1601	<p><b>OXYGEN OUTLET (1) LEFT WALL - OHIO MED - ACTION AREA</b>            One (1) Ohio Medical flush mounted; quick release wall outlet shall be installed in the forward street side cabinet action area. Per dwg #5</p>	1.00
50-60-1640	<p><b>OXYGEN OUTLET (1) RIGHT WALL - OHIO MED - HEAD END OF SEATING AREA</b>            One (1) Ohio Medical flush mounted; quick release wall outlet shall be installed in the right wall above the head end of the curbside seating area. Per dwg #6</p>	1.00
50-60-1680	<p><b>OXYGEN OUTLET (1) CEILING - OHIO MED - ABOVE HEAD OF COT</b>            One (1) Ohio Medical flush mounted; quick release oxygen outlet shall be installed in the ceiling above the head of cot in the center mount position. Per dwg #9</p>	1.00
50-60-0629	<p><b>FLOW METER, OXYGEN - THORPE STYLE</b>            One (1) Thorpe style oxygen flow meter (15LPM) shipped loose with the completed vehicle.</p>	1.00
50-60-0761	<p><b>STAINLESS STEEL WALL PROTECTION - INTERIOR STREETSIDE</b>            A brushed stainless steel panel shall be provided on the street side wall from the bottom of the CPR seat.</p>	1.00
50-60-0820	<p><b>ANTI-SLIP MATTING - CURBSIDE STEPWELL</b>            Anti-Slip charcoal gray matting shall be installed in the curbside step well.</p>	1.00

**Braun - Optional Patient Compartment Items**

Item Number	Description	Quantity
50-62-0446	<p><b>COT FASTENER - STRYKER FLOOR PLATE AND 12v PRE-WIRE FOR CUSTOMER FUTURE INSTALL OF A POWER OR PERFORMANCE COT LOAD SYSTEM</b>            Install Stryker Floor plate kit and 12v pre-wire for Customer supplied / Customer installed Stryker Performance or Power Load.</p>	1.00



**Braun - Paint / Graphics**

<b>Item Number</b>	<b>Description</b>	<b>Quantity</b>
SR00221200	Graphics to match previous Braun units. Unit number TBD at graphics layout approval.	1.00
SR00221226	Cab and Module paint stripe to per attached drawing. Paint code is Red 1024CT	1.00
60-01-0001	<b>PAINT PROCEDURE</b> All non-anodized aluminum module body surfaces: completely chemically steam cleaned, filled with premium body filler as needed, sanded smooth and primed with an epoxy primer and then primed again with a high solid primer, cured primer surfacer shall be DA sanded with 320 grit and cleaned. A high solid primer shall then be applied, where needed, as a sealer.	1.00
60-01-0005	<b>STANDARDS AND SPECIFICATIONS FOR VEHICLE PAINT APPEARANCE</b>	1.00
60-10-0108	<b>CAB - OEM PAINT White</b> The cab shall have OEM paint.	1.00
60-01-0004	<b>BUFFING, PAINT - MODULE</b> The paint on the module sides shall be buffed to a high shine using a recommended paint buff system.	1.00
60-01-0002	<b>PAINT MODULE - OEM PAINT PLUS CLEAR COAT White</b> Paint module OEM to match the chassis. The entire module shall be clear-coated, using an automotive coatings process, sprayed over the final paint coat.	1.00
60-30-0200	<b>REFLECTIVE - DOOR REFLECTIVITY</b> Install reflective material (25" x 2.5" red/white chevron style), on the lower interior panel of each rear door and hinged side door. NOTE: If a sliding side door is provided, install a 1.50" x 40.00" white reflective stripe on the rear facing edge.	1.00
60-25-0101	<b>REFLECTIVE - BLACK MATERIAL IN RUB RAILS</b> Install black reflective material in rub rails.	1.00

**Braun - Vehicle Manuals**

<b>Item Number</b>	<b>Description</b>	<b>Quantity</b>
80-20-0001	<b>VEHICLE MANUALS (1) PACKAGE SET</b> One (1) Delivery Manual Package shall be supplied with the vehicle and shall include the following items: Ambulance manufacturer parts, service, and operation manuals, OEM chassis owner's guide, complete 12 VDC and 125 VAC wiring schematics for all included standard and optional systems, Multiplex Electrical system programming - electronic media	1.00
90-10-0007	<b>STATEMENT OF LIMITED WARRANTY NEW AMBULANCES</b>	1.00



DIMENSIONS ARE APPROXIMATE  
 OVERALL HEIGHT = 114"  
 OVERALL WIDTH WITH RUB  
 RAILS & FENDERETTES = 98"

NOTE:  
 UNIT TO HAVE  
 74" HEADROOM

(7) WHELEN 900 SUPER LED WARNING LIGHTS  
 RED/RED/RED/WHITE/BLUE/BLUE/BLUE  
 WITH CLEAR LENSES

(5) AMBER  
 MINI-LED MARKER LIGHTS

A/C CONDENSER WITH  
 SECOND ENGINE DRIVEN  
 COMPRESSOR.

(1) WHELEN RED 700 AND  
 (1) WHELEN BLUE 700 LED  
 LIGHTS WITH CLEAR LENSES  
 AND A 792H OPTICOM ON  
 THE SHROUD.

OEM POWER  
 ADJUSTABLE  
 MIRRORS

(2) 100W SIREN  
 SPEAKERS BEHIND  
 GRILLE AREA

FLASHING HEADLIGHTS W/  
 DAYTIME RUNNING LIGHTS

(2) WHELEN ION SERIES  
 SUPER LED GRILLE  
 LIGHTS WITH CLEAR LENSES  
 PASSENGER-RED, DRIVER-BLUE

OEM FOG LIGHTS

HIDDEN UNLOCK SWITCH  
 IN GRILLE AREA

WHELEN HOWLER SIREN  
 BEHIND THE BUMPER

THIS DRAWING IS FOR REPRESENTATIONAL PURPOSES ONLY. DETAILS ARE CONCEPTUAL AND ARE SUBJECT TO CHANGE DURING DESIGN AND CONSTRUCTION  
 DIMENSIONS ARE APPROXIMATE UNLESS NOTED OTHERWISE TO MEET A SPECIFIC CUSTOMER NEED.

BELLEVUE  
 FIRE DEPARTMENT



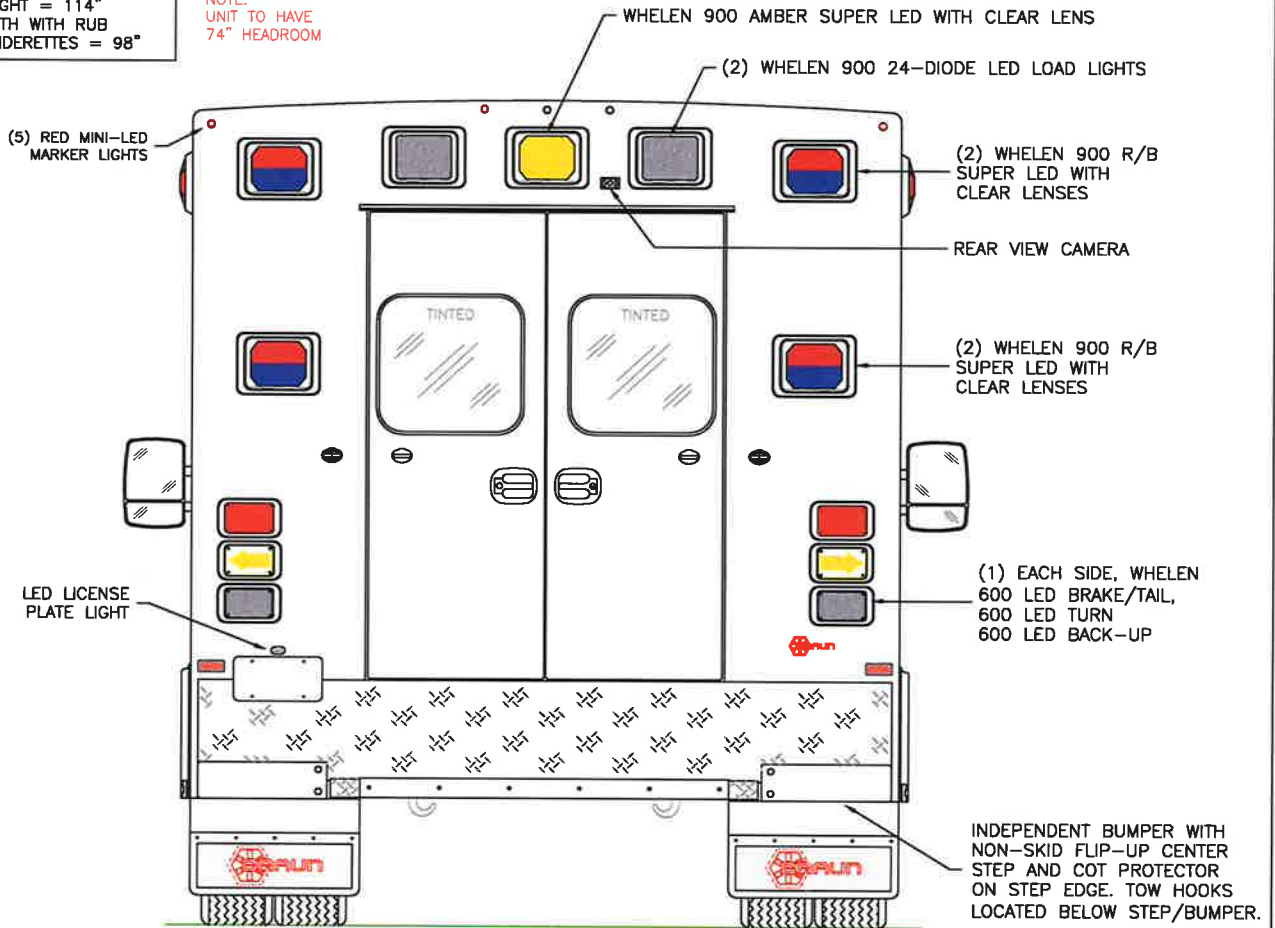
FRONT EXTERIOR VIEW  
 CHIEF XL-1/F550-4X4-DIESEL CHASSIS

DATE:	9-30-25	DRAWING NO.	CPQ# 13344
DWG.	BT	REV.	NR
DATE:			BELLEVUE-1

APPROVAL SIGNATURE:

DIMENSIONS ARE APPROXIMATE  
 OVERALL HEIGHT = 114"  
 OVERALL WIDTH WITH RUB  
 RAILS & FENDERETTES = 98"

NOTE:  
 UNIT TO HAVE  
 74" HEADROOM



THIS DRAWING IS FOR REPRESENTATIONAL PURPOSES ONLY. DETAILS ARE CONCEPTUAL AND ARE SUBJECT TO CHANGE DURING DESIGN AND CONSTRUCTION  
 DIMENSIONS ARE APPROXIMATE UNLESS NOTED OTHERWISE TO MEET A SPECIFIC CUSTOMER NEED.

BELLEVUE  
 FIRE DEPARTMENT



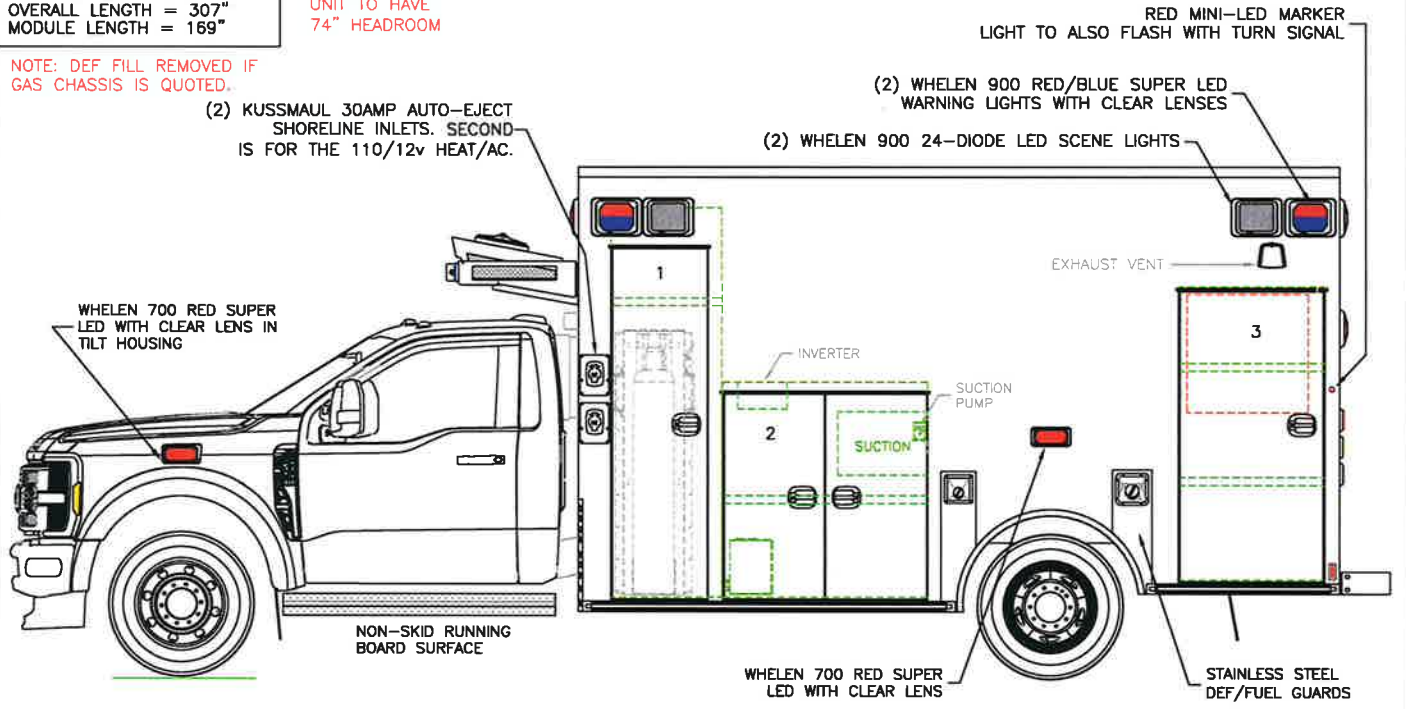
REAR EXTERIOR VIEW  
 CHIEF XL-1/F550-4X4-DIESEL CHASSIS

DATE	9-30-25	BY	BT	CPQ#	13344
SCALE	1:16	APP'D	NR	PROJECT	BELLEVUE-2

DIMENSIONS ARE APPROXIMATE  
 OVERALL HEIGHT = 114"  
 OVERALL LENGTH = 307"  
 MODULE LENGTH = 169"

NOTE:  
 UNIT TO HAVE  
 74" HEADROOM

NOTE: DEF FILL REMOVED IF  
 GAS CHASSIS IS QUOTED.



COMPARTMENT

O.S.S #1

CLEAR OPENING: 77.00h x 18.25w  
 INSIDE DIM'S.: 86.75h x 24.50w x 20.75d  
 "EZ-02 LIFT" OXYGEN SYSTEM ON THE DOOR  
 (1) ADJUSTABLE SHELF ABOVE OXYGEN

O.S.S #2

CLEAR OPENING: 44.25h x 39.50w  
 INSIDE DIM'S.: 47.75h x 45.50w x 20.75d  
 (1) ADJUSTABLE SHELF  
 110 AC COMPONENTS WITHIN

O.S.S #3

CLEAR OPENING: 63.50h x 28.75w  
 INSIDE DIM'S.: 65.25h x 32.50w x 20.75d  
 INSIDE/OUTSIDE ACCESS  
 (2) ADJUSTABLE SHELVES

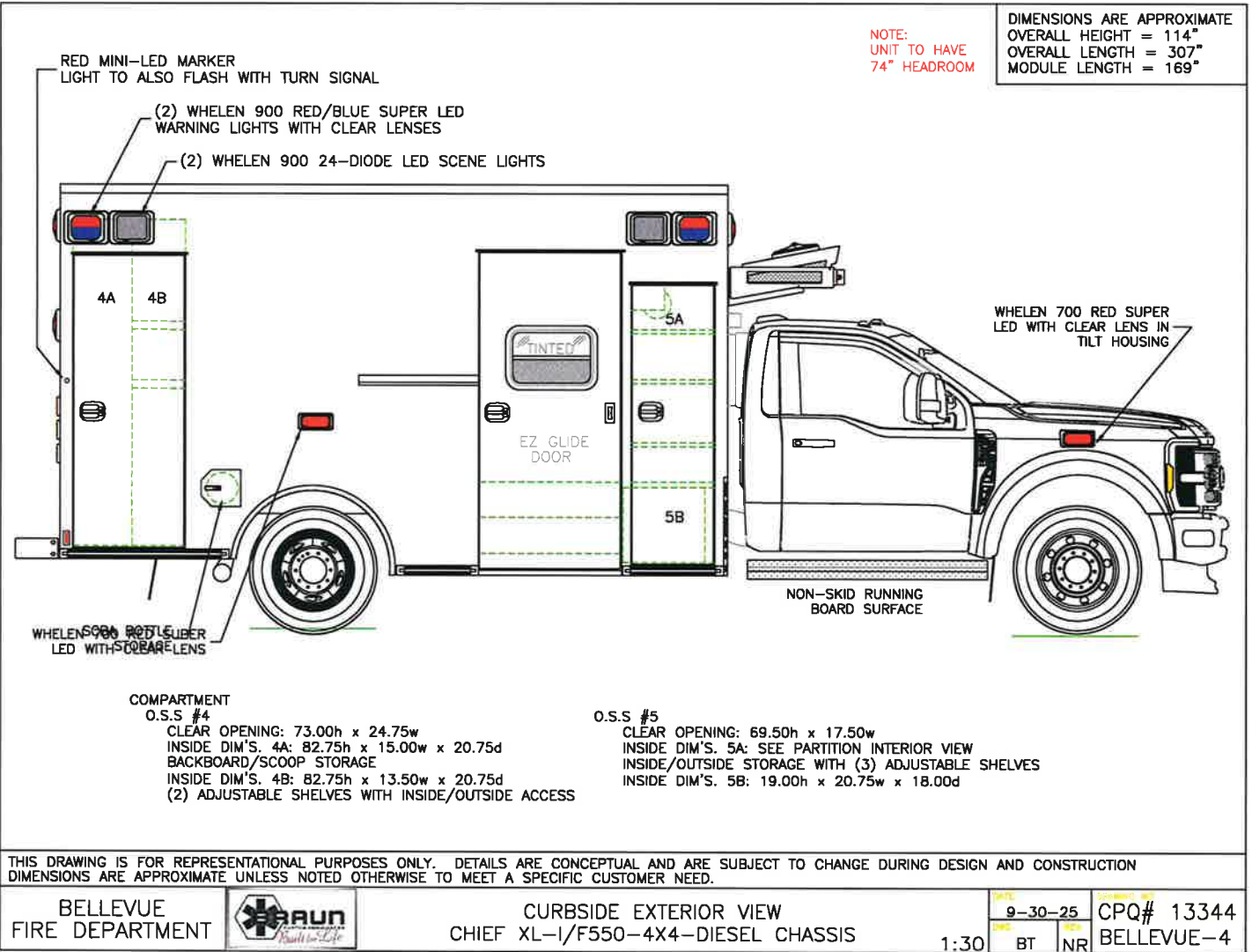
THIS DRAWING IS FOR REPRESENTATIONAL PURPOSES ONLY. DETAILS ARE CONCEPTUAL AND ARE SUBJECT TO CHANGE DURING DESIGN AND CONSTRUCTION  
 DIMENSIONS ARE APPROXIMATE UNLESS NOTED OTHERWISE TO MEET A SPECIFIC CUSTOMER NEED.

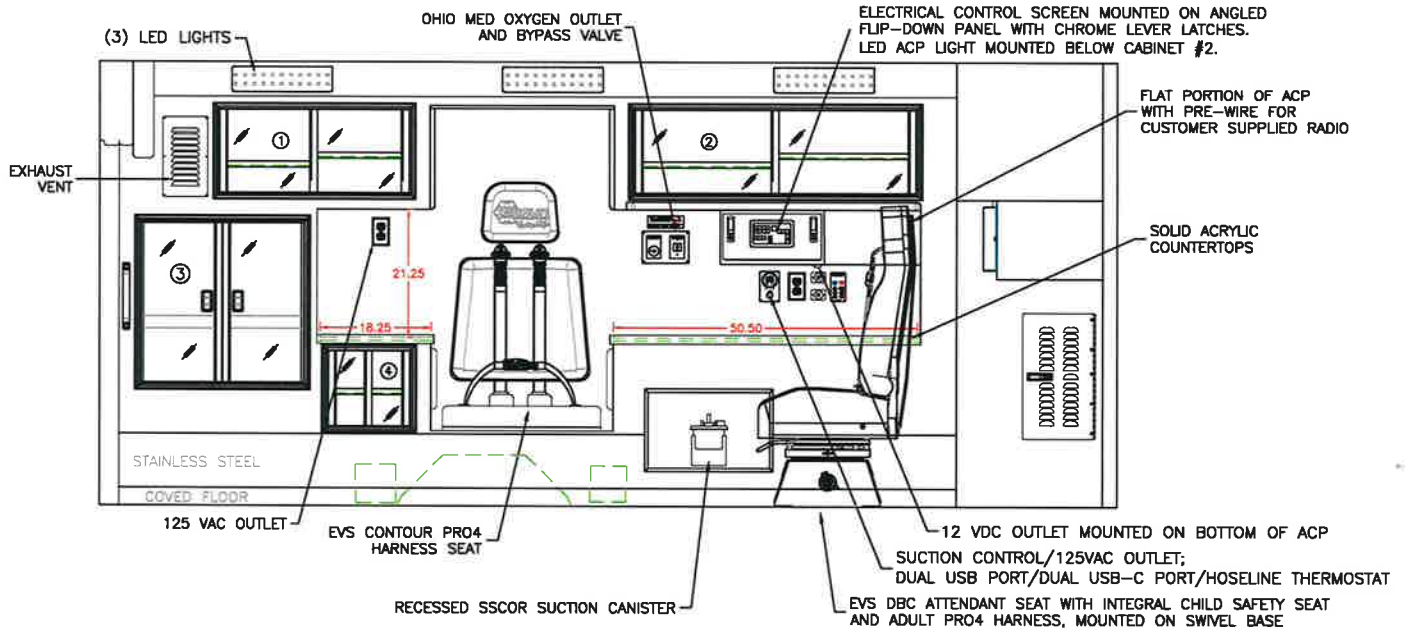
BELLEVUE  
 FIRE DEPARTMENT



STREETSIDE EXTERIOR VIEW  
 CHIEF XL-1/F550-4X4-DIESEL CHASSIS

DATE	9-30-25	PROJECT NO.	CPQ# 13344
SCALE	1:30	BY	BT
		CHECKED	NR
			BELLEVUE-3





**COMPARTMENT**

**#1 DOOR OPENING:** 13.75h x 31.50w  
**INSIDE DIMS:** 15.25h x 33.00w x 17.25d  
 (1) ADJ SHELF EACH SIDE OF CENTER DIVDER  
 SLIDING POLYCARBONATE DOORS  
 TOTAL CABINET WEIGHT RATING = 25 lbs.

**#2 DOOR OPENING:** 13.75h x 46.50w  
**INSIDE DIMS:** 15.25h x 48.00w x 17.25d  
 (1) ADJ SHELF EACH SIDE OF CENTER DIVDER  
 SLIDING POLYCARBONATE DOORS  
 TOTAL CABINET WEIGHT RATING = 25 lbs.

**#3 DOOR OPENING:** 26.50h x 26.75w  
**INSIDE DIMS:** O.S.S. #3  
 HINGED POLYCARBONATE DOORS WITH FULL LENGTH HANDLES  
 CENTER SQUEEZE LATCHES  
 TOTAL CABINET WEIGHT RATING = 40 lbs.

**#4 DOOR OPENING:** 12.50h x 13.50w  
**INSIDE DIMS:** 14.00h x 15.00w x 17.25d  
 (1) ADJUSTABLE SHELF  
 SLIDING POLYCARBONATE DOORS  
 TEMPERATURE CONTROLLED WARMING PLATE WITH  
 THERMOSTAT MOUNTED BELOW THE SHELF  
 TOTAL CABINET WEIGHT RATING = 15 lbs.

INVENTORY CONTROL SYSTEM  
 74" HEADROOM

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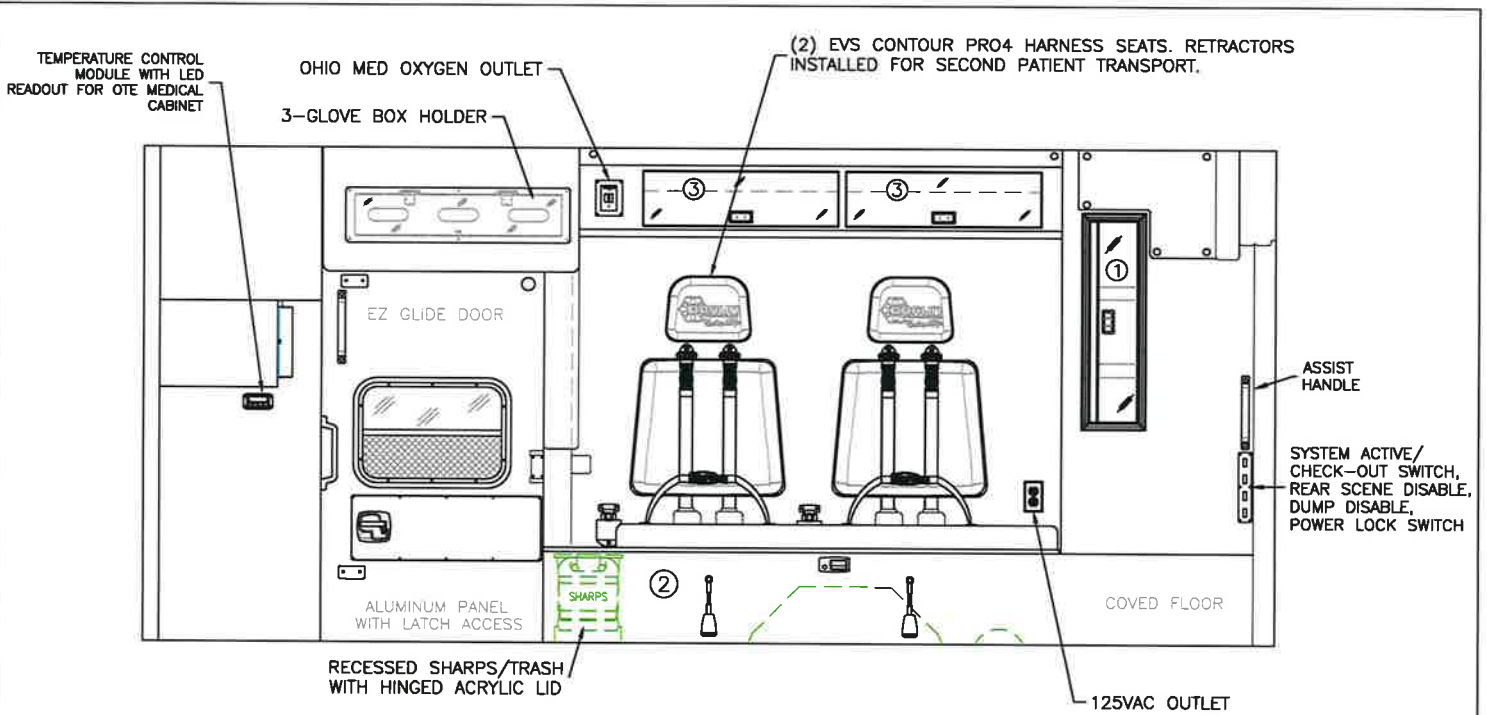
BELLEVUE  
 FIRE DEPARTMENT



STREETSIDE INTERIOR VIEW  
 CHIEF XL-I

9-30-25	CPQ# 13344
BT NR	BELLEVUE-5

1:22



COMPARTMENT

#1 DOOR OPENING: 30.00h x 7.25w  
 INSIDE DIMS: OSS #4B  
 HINGED POLYCARBONATE DOOR WITH FULL LENGTH HANDLE  
 CENTER SQUEEZE LATCH  
 INSIDE/OUTSIDE ACCESS  
 TOTAL CABINET WEIGHT RATING = 15 lbs.

#2 INSIDE DIM'S: 14.25h x 77.00w x 21.00d

#3 DOOR OPENINGS: 8.25h x 29.25w  
 INSIDE DIMS: 8.25h x 29.25w x 10.25d  
 HINGED POLY DOORS WITH HOLD-OPENS  
 CENTER SQUEEZE LATCHES  
 43" MINIMUM HEADROOM BELOW THE CABINET  
 TOTAL CABINET WEIGHT RATING = 10 lbs. EACH

INVENTORY CONTROL SYSTEM  
 74" HEADROOM

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 DIMENSIONS ARE APPROXIMATE UNLESS NOTED OTHERWISE TO MEET A SPECIFIC CUSTOMER NEED.

BELLEVUE  
 FIRE DEPARTMENT

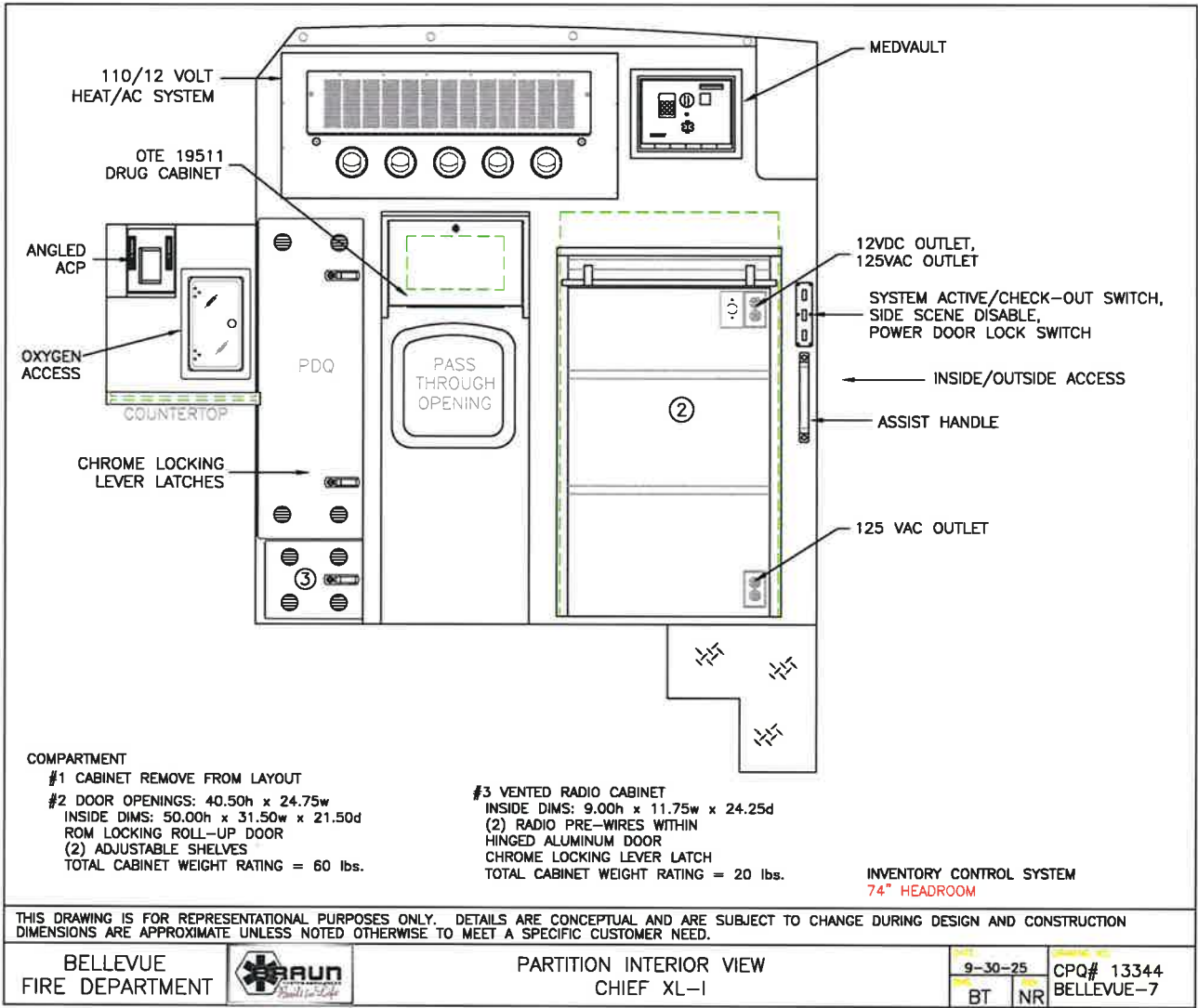


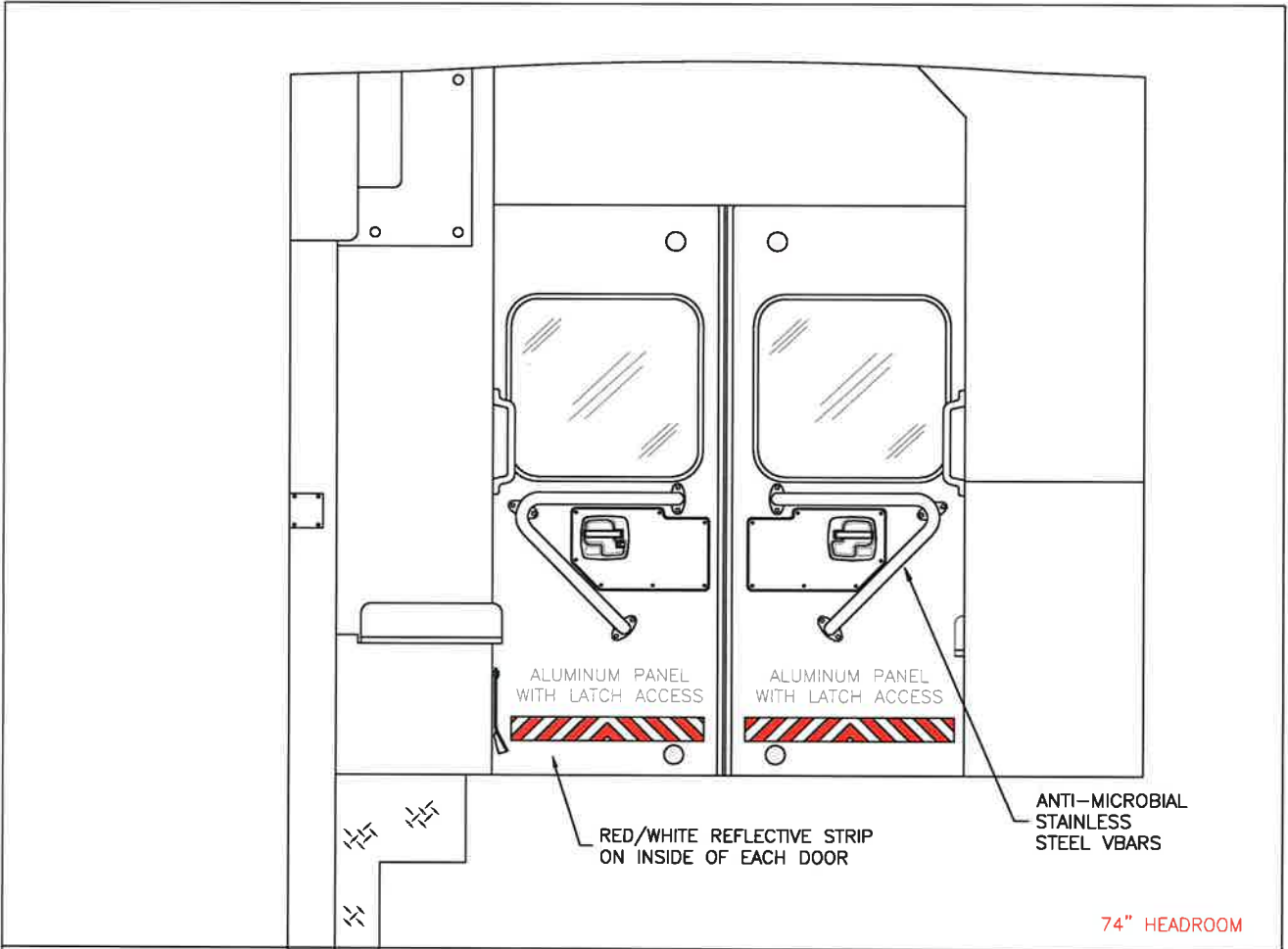
CURBSIDE INTERIOR VIEW  
 CHIEF XL-1

1:20

9-30-25  
 BT NR

CPQ# 13344  
 BELLEVUE-6





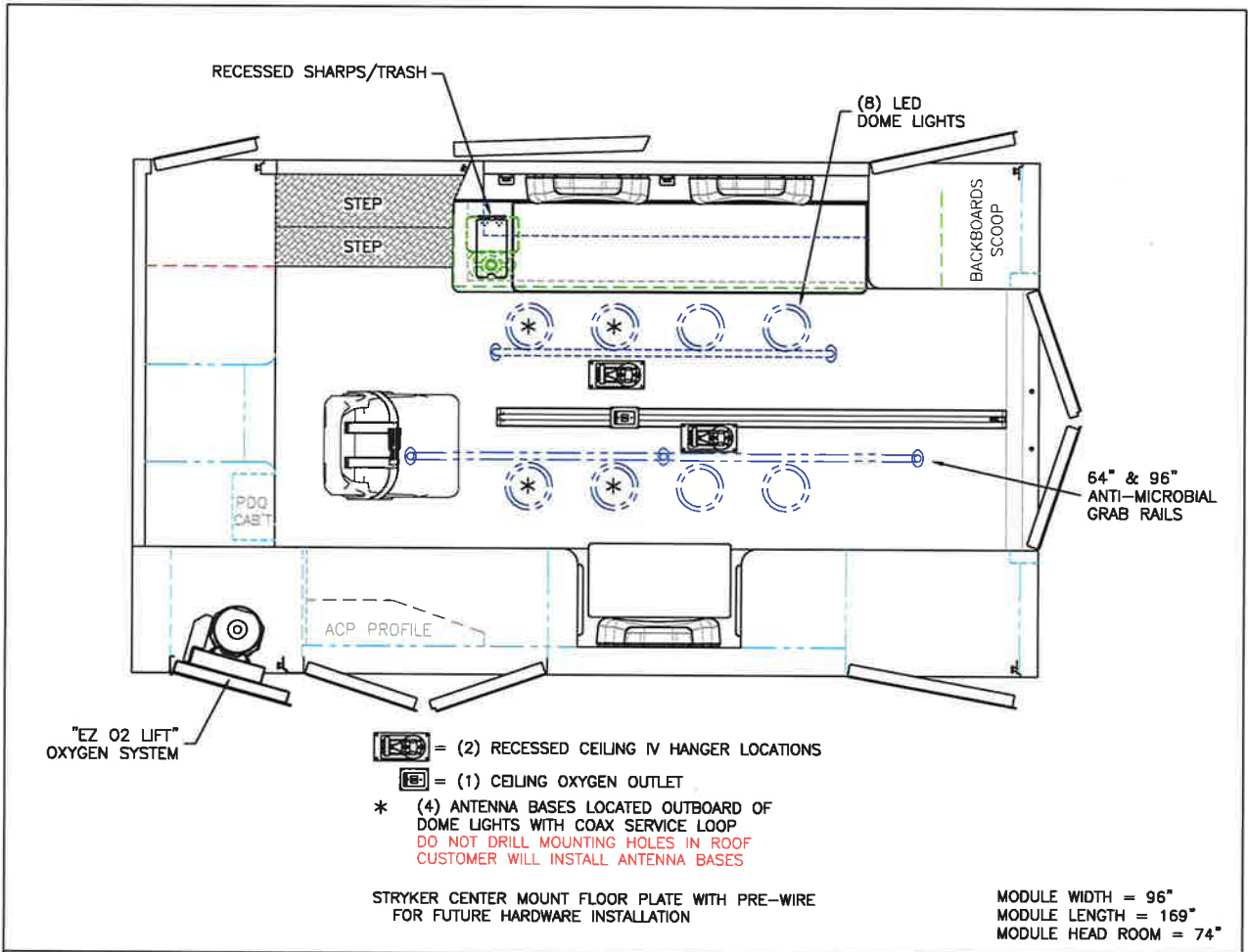
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BELLEVUE  
FIRE DEPARTMENT



REAR INTERIOR VIEW  
CHIEF XL-I

DATE	9-30-25	PROJECT NO.	CPO# 13344
DRAWN BY	BT	CHECKED BY	NR
1:12		BELLEVUE-8	



"EZ O2 LIFT"  
OXYGEN SYSTEM

= (2) RECESSED CEILING IV HANGER LOCATIONS

= (1) CEILING OXYGEN OUTLET

\* (4) ANTENNA BASES LOCATED OUTBOARD OF DOME LIGHTS WITH COAX SERVICE LOOP  
DO NOT DRILL MOUNTING HOLES IN ROOF  
CUSTOMER WILL INSTALL ANTENNA BASES

STRYKER CENTER MOUNT FLOOR PLATE WITH PRE-WIRE FOR FUTURE HARDWARE INSTALLATION

MODULE WIDTH = 96"  
MODULE LENGTH = 169"  
MODULE HEAD ROOM = 74"

THIS DRAWING IS FOR REPRESENTATIONAL PURPOSES ONLY. DETAILS ARE CONCEPTUAL AND ARE SUBJECT TO CHANGE DURING DESIGN AND CONSTRUCTION. DIMENSIONS ARE APPROXIMATE UNLESS NOTED OTHERWISE TO MEET A SPECIFIC CUSTOMER NEED.

BELLEVUE  
FIRE DEPARTMENT



FLOOR INTERIOR VIEW  
CHIEF XL-1

9-30-25	CPQ# 13344
BT	NR
BELLEVUE-9	

1:22

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 10/21/2025		SUBMITTED BY: Chief Perry 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:

Purchase 2025 CAN-AM UTV

SYNOPSIS/BACKGROUND:

This is the end of the year model a 2026 will be around \$3000.00 more . This will be uses for parades , special events and search and rescue on the papio trails and fontenelle forest trails. It will seat up to 6 people and has a 1000 pound payload for the utility box.

FISCAL IMPACT:: \$24,499 BUDGETED FUNDS?: \$26,000 GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?:  COUNTER-PARTY:  INTERLOCAL AGREEMENT:

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE:  CONTRACT TERM:  CONTRACT END DATE:

PROJECT NAME:

START DATE:  END DATE:  PAYMENT DATE:  INSURANCE REQUIRED:

CIP PROJECT NAME:  CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE:  ACCOUNT NUMBER:

RECOMMENDATION:

Approve purchase

ATTACHMENTS:

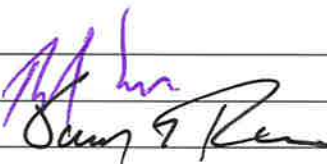
1. Quote	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



# Leisure Life Sports

Quote # **4757**



9004 S. 145th St.  
Omaha, NE 68138  
(402) 333-0655

Sales Person: Mark Petersen

Date: 10/08/2025

**Buyer:** City of Bellevue  
Bellevue, NE (Sarpy) 68005 -  
sbetts@bellevue.net  
(P) 402-591-4527

Stock#	Unit	VIN	Mi/Hrs	Price
CAN00011 7 2020	New 2025 Can-Am Defender MAX Lone Star (Stealth Black)	3JBURAX42SK000117	0	\$25,499.00
<b>Total Unit(s) Price:</b>				<b>\$25,499.00</b>

Requested Parts & Accessories:			
Part #	Part Description	Qty	Total Sale Amount
715002942	FLIP GLASS WINDSHIELD ASSEMBLY	1.000	\$1,299.99
MISC	Windshield Installation 1/2 hour	1.000	\$79.50
			<b>\$1,379.49</b>

Incentives:	
Description	Total Amount
October \$2000 off MY25 Lonestar	\$2,000.00
LLS Commercial Discount for Local Government	\$1,500.00
	<b>\$3,500.00</b>

Invoice Summary	
<b>Total Unit(s) Price:</b>	<b>\$25,499.00</b>
<b>Total Freight:</b>	<b>\$1,095.00</b>
<b>Total Set-Up:</b>	<b>\$0.00</b>
<b>Total Other:</b>	<b>\$0.00</b>
<b>Total F&amp;I:</b>	<b>\$0.00</b>
<b>Total Parts:</b>	<b>\$1,379.49</b>
<b>Total Service:</b>	<b>\$0.00</b>
<b>Sales Tax:</b>	<b>\$0.00</b>
<b>Doc Fees:</b>	<b>\$99.00</b>
<b>Other Fees:</b>	<b>\$0.00</b>
<b>Total Sale Price:</b>	<b>\$28,072.49</b>
<b>Trade-In Allowance:</b>	<b>\$0.00</b>
<b>Trade-In Payoff:</b>	<b>\$0.00</b>
<b>Trade-In Value:</b>	<b>\$0.00</b>
<b>Cash Back:</b>	<b>(\$3,500.00)</b>
<b>Down Payments:</b>	<b>\$0.00</b>
<b>Balance Due:</b>	<b>\$24,572.49</b>

**Leisure Life Sports**

**Quote # 4757**



9004 S. 145th St.  
Omaha, NE 68138  
(402) 333-0655

**Sales Person:** Mark Petersen

**Date:** 10/08/2025

**Buyer:** City of Bellevue  
Bellevue, NE (Sarpy) 68005 -  
sbetts@bellevue.net  
(P) 402-591-4527

Customers note that the vehicle is being sold "AS IS" by the selling dealer. Should the manufacturer warranty apply to this vehicle, it is directly offered by the manufacturer to the customer. The selling dealer hereby expressly disclaims all warranties, either expressed or implied, including any implied warranties of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this vehicle. Buyer shall not be entitled to recover from the selling dealer and consequential damages, damages to property, damages for loss of use, loss of time, loss of profits, or income, or any other incidental damages.

Buyer: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Co-Buyer: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Dealer: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16c.  
10/21/2025

COUNCIL MEETING DATE: 10/21/2025		SUBMITTED BY: Chief Perry 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:

Purchase Ford Expedition

SYNOPSIS/BACKGROUND:

The Fire Department is requesting to purchase one 2026 Ford Expedition on state contract for \$60,755 to replace a 2011 Chevy Tahoe with 83,000 miles.

FISCAL IMPACT: \$60,755 BUDGETED FUNDS: \$68,000 GRANT/MATCHING FUNDS:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

START DATE: END DATE: PAYMENT DATE: INSURANCE REQUIRED:

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve purchase

ATTACHMENTS:

- Anderson Ford bid
- 
- 
- 
- 
- 

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*Daniel Hillis*  
*[Signature]*

# ANDERSON

www.AndersonAutoGroup.com

October 13th, 2025

City of Bellevue Fire Department  
Battalion Chief Donald Gifford

Nebraska State Contract # 16214 OC

State bid F5B for 2026 Ford Expedition XLT 4X4.  
Base Price \$58,050  
Additional key fob. \$295.00.  
Reverse sensing \$395.00.  
Trailer package \$795.00.  
Running boards \$695.00.  
Front/Rear splash guards \$350.00  
All weather mats \$175.00.

Total Price. \$60,755

## Bobby Colclasure

*Anderson Auto Group*

*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 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

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16d.  
10/21/2025

COUNCIL MEETING DATE: 10/21/2025		SUBMITTED BY: Chief Perry 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 two siren that are end of life.

SYNOPSIS/BACKGROUND:

We will be replacing the siren at the district one fire station that will not rotate broken gear box and the siren in collage heights that is 30 years old. We will not need traffic control or permit fees that were in the quote.

FISCAL IMPACT: \$67,911.10      BUDGETED FUNDS: \$72,000      GRANT/MATCHING FUNDS:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?:       COUNTER-PARTY:       INTERLOCAL AGREEMENT:

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE:       CONTRACT TERM:       CONTRACT END DATE:

PROJECT NAME:

START DATE:       END DATE:       PAYMENT DATE:       INSURANCE REQUIRED:

CIP PROJECT NAME:       CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE:       ACCOUNT NUMBER:

RECOMMENDATION:

Approve sirens

ATTACHMENTS:

1. Sirens Quotes	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:

*Joseph Willis*  
*[Signature]*  
*[Signature]*

Contact Name: Asst. Chief Steve Betts  
 Customer: City of Bellevue, NE  
 Address: 211 W 22nd Ave  
 City: Bellevue  
 State: NE  
 Zip: 68005  
 Phone: \*  
 Cell: 402-515-7657  
 Fax: \*  
 Email: Steve.Betts@bellevue.net

**Quotation No.: ANS  
 1013251612**  
**Please reference quote  
 no. on your order**  
 Date Quoted: 10/13/25

**Notes:** Upon receipt of your order and acceptance by Federal Signal Corporation, the equipment herein will be supplied at the quoted prices below. Delivery schedule cannot be established until radio information is supplied, if applicable.

**DISCLAIMER: THIS QUOTED PRICE IS SUBJECT TO CHANGE DUE TO TARIFF INCREASES**

Item No.	Qty.	Model/Part No.	Description	Unit Price	Total
<b>Electro-Mechanical Siren Equipment</b>					
1	1	2001-130	ELECTRO-MECHANICAL ROTATING SIREN, 130 DB(C) 800HZ	\$ 11,191.00	\$ 11,191.00
				Total Equipment	\$ 11,191.00
<b>Shipping</b>					
2	1	ES-FREIGHT - Z2	Shipping Fees		\$ 559.55
<b>Services</b>					
3	1	BV-I-2001ACDC	2001 / Equinox / 508 / Eclipse-8 DC or AC-DC Standard Installation	\$ 8,850.00	\$ 8,850.00
4	1	BV-IO-CUSREMOV	Removal Services, Custom	\$ 1,195.00	\$ 1,195.00
5	1	<b>NOTE:</b>	<b>BVPS to remove and reuse the existing control equipment.</b>		
6	1	BV-ELECTRICAL	Costs associated w/electrical service from Electrical Contractors	\$ 2,500.00	\$ 2,500.00
7	1	TK-PO-GALDBPOL2	POLE STEEL GALV DIR BUR HEAVY 50' LENGTH	\$ 6,275.00	\$ 6,275.00
8	1	BV-PO-GALDBINS	Pole, Steel, Galv, Direct Burial, Installation	\$ 1,885.00	\$ 1,885.00
				Total Services	\$ 20,705.00
<b>Total of Project</b>					<b>\$ 32,455.55</b>
<b>General Options</b>					
9	1	BV-TRAFFIC	Traffic Control, if required	\$ 1,500.00	\$ 1,500.00
10	1	BV-Permit	Cost associated with electrical inspections / permits, if required. This does NOT include costs for getting the electrical service to the pole.	\$ 1,850.00	\$ 1,850.00

Prices are firm for 30 days from the date of quotation unless shown otherwise. Upon acceptance, prices are firm for 30 days. This quotation is expressly subject to acceptance by Buyer of all Terms stated in the attached Terms document, and any exception to or modification of such Terms shall not be binding on Seller unless expressly accepted in writing by an authorized agent or Officer of Seller. Any order submitted to Seller on the basis set forth above, in whole or in part, shall constitute an acceptance by Buyer of the Terms. Any such order shall be subject to acceptance by Seller in its discretion. If the total price for the items set forth above exceeds \$50,000 then this quotation IS ONLY VALID if countersigned below by a Regional Manager of the Safety & Security Systems Group, Federal Signal Corporation. Installation is not included unless specifically quoted as a line item above. See attached Terms sheet.

**Site Restoration** is not included in this quote unless specifically called out above. As the site has typically not been determined at the time of quoting we cannot forecast what landscaping, seeding or backfilling will be required to restore a site. It is recommended to keep sites within 15' of a paved surface so as to avoid damage to landscaping at the time of installation and for future service.

**Adverse Site Conditions**, including rock, caving soil conditions, contaminated soil, poor site access availability, and other circumstances which result in more than 2 hours to install a pole, will result in a \$385.00 per hour fee, plus equipment.

**Power Clause:** Bringing power to the siren equipment is the responsibility of the purchaser. Trenching is additional.

**Traffic Control Clause:** Traffic control, if required, will be an additional \$1,500.00 per site.

**Permit Clause:** Any special permits, licenses or fees will be additional.

**FCC Licensing Clause:** The buyer is responsible for maintaining any FCC licensing requirements associated with the use of this equipment.

**Classified Location Clause:** No equipment or services are designed or installed to meet the requirements of a classified location installation unless noted.

**Purchasing Portals / Services / Systems:** A service charge of \$150 will be applied if seller is required to interact with payment portals or other systems except email to obtain purchase orders, submit invoices or otherwise secure payment for the services above.

**Sales Tax:** Sales Tax will be additional unless an Exemption Certificate is provided.

**Proposed By:** Jeff E  
**Company:** Blue Valley Public Safety Inc.  
**Address:** P.O. Box 363 - 509 James Rollo Dr.  
**City, State, Zip:** Grain Valley, MO 64029  
**Country:** USA  
**Work Phone:** 1-800-288-5120  
**Fax:** 816-847-7513  
**Approved By:** Dee W  
**Title:** Office Manager

**Delivery:** 12-16 weeks  
**Freight Terms:** FOB University Park  
**Terms:**  
 Equipment, Net 30 Days upon receipt  
 Services, Net 30 Days as completed,  
 billed monthly. Net 30 will not be held  
 for installations.



**FEDERAL SIGNAL**  
**Safety and Security Systems**

*Advancing security and well being.*

2645 Federal Signal Drive  
University Park, Illinois 60484-0975  
800.548.7229  
www.fedsig.com

**\*\*\* Purchase Order MUST be made out to: \*\*\***

Federal Signal Corporation, 2645 Federal Signal Drive, University Park, IL 60484

**Purchase Order MUST be e-mailed, mailed or faxed to:**

Blue Valley Public Safety, Inc., PO Box 363, Grain Valley, MO 64029 Fax: 816-847-7513

[dee@bvponline.com](mailto:dee@bvponline.com)

**Contact Name:** Asst. Chief Steve Betts  
**Customer:** City of Bellevue, NE  
**Address:** 211 W 22nd Ave  
**City:** Bellevue  
**State:** NE  
**Zip:** 68005  
**Phone:** \*  
**Cell:** 402-515-7657  
**Fax:** \*  
**Email:** Steve.Betts@bellevue.net  
**Notes:** Delivery schedule cannot be established until radio information is supplied, if applicable.

**Quotation No.: FWS**  
**1013251612**  
**Please reference quote**  
**no. on your order**  
**Date Quoted:** 10/13/25

*I hereby agree to the Terms stated on this quotation and in the attached Terms document on behalf of the above mentioned Company or Government Entity.*

\_\_\_\_\_  
*Signature:*

\_\_\_\_\_  
*Title:*



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Quotation No.: FWS  
1013251612

Sales Agreement

**(1) Agreement.** This agreement (the "Agreement") between Federal Signal Corporation ("FSC") and Buyer for the sale of the products and services described in FSC's quotation and any subsequent purchase order shall consist of the terms herein. This Agreement constitutes the entire agreement between FSC and Buyer regarding such sale and supersedes all prior oral or written representations and agreements. This Agreement may only be modified by a written amendment signed by authorized representatives of FSC and Buyer and attached hereto except that stenographic and clerical errors are subject to correction by FSC or upon FSC's written consent. FSC objects to and shall not be bound by any additional or different terms, whether printed or otherwise, in Buyer's purchase order or in any other communication from Buyer to FSC unless specifically agreed to by FSC in writing. Prior courses of dealing between the parties or trade usage, to the extent they add to, detract from, supplant or explain this Agreement, shall not be binding on FSC. This Agreement shall be for the benefit of FSC and Buyer only and not for the benefit of any other person.

**(2) Termination.** This Agreement may be terminated only upon FSC's written consent. If FSC shall declare or consent to a termination of the Agreement, in whole or in part, Buyer, in the absence of a contrary written agreement signed by FSC, shall pay termination charges based upon expenses and costs incurred in the assembly of its products or in the performance of the services to the date such termination is accepted by FSC including, but not limited to, expenses of disposing of materials on hand or on order from suppliers and the losses resulting from such disposition, plus a reasonable profit. In addition, any products substantially completed or services performed on or prior to any termination of this Agreement shall be accepted and paid for in full by Buyer. In the event of a material breach of this Agreement by Buyer, the insolvency of Buyer, or the initiation of any solvency or bankruptcy proceedings by or against Buyer, FSC shall have the right to immediately terminate this Agreement, and Buyer shall be liable for termination charges as set forth herein.

**(3) Price/Shipping/Payment.** Prices are F.O.B. FSC's Factory. Buyer shall be responsible for all shipping charges. If this Agreement is for more than one unit of product, the products may be shipped in a single lot or in several lots at the discretion of FSC, and Buyer shall pay for each such shipment separately. FSC may require full or partial payment or payment guarantee in advance of shipment whenever, in its opinion, the financial condition of Buyer so warrants. FSC will invoice for product upon shipment to Buyer and for services monthly as completed. Amounts invoiced by FSC are due 30 days from date of invoice, except that payment terms for turn-key sales of product and services are 10% of total contract mobilization fee due with Buyer's order. Invoice deductions will not be honored unless covered by a credit memorandum. Minimum billing per order is \$75.00.

**(4) Risk of Loss.** The risk of loss of the products or any part thereof shall pass to the Buyer upon delivery thereof by FSC to the carrier. Buyer shall have sole responsibility for processing and collection of any claim of loss against the carrier.

**(5) Taxes.** Price quotes by FSC do not include taxes. Buyer shall pay FSC, in addition to the price of the products or services, any applicable tax (however designated) imposed upon the sale, production, delivery or use of the products or services to the extent required or not forbidden by law to be collected by FSC from Buyer, whether or not so collected at the time of the sale, unless valid exemption certificates acceptable to the taxing authorities are furnished to FSC before the date of invoice.

**(6) Delivery.** Although FSC shall in good faith endeavor to meet estimated delivery dates, delivery dates are not guaranteed but are estimated on the basis of immediate receipt by FSC of all information required from Buyer and the absence of delays, direct or indirect, as set forth in paragraph 29 herein.

**(7) Returns.** Buyer may return shipped product to FSC only upon FSC's prior written consent (such consent to be in the sole discretion of FSC) and upon terms specified by FSC, including prevailing restocking and handling charges. Buyer assumes all risk of loss for such returned product until actual receipt thereof by FSC. Agents of FSC are not authorized to accept returned product or to grant allowances or adjustments with respect to Buyer's account.

**(8) Inspection.** Buyer shall inspect the product immediately upon receipt. All claims for any alleged defect in FSC's product or deficiency in the performance of its services under this Agreement, capable of discovery upon reasonable inspection, must be fully set forth in writing and received by FSC within 30 days of Buyer's receipt of the product or FSC's performance of the services. Failure to make any such claim within said 30 day period shall constitute a waiver of such claim and an irrevocable acceptance of the product and services by Buyer.

**(9) Limited Warranty.** FSC warrants each new product to be free from defects in material and workmanship, under normal use and service, for a period of two years from delivery to Buyer (one-year for Informers and all software products, five years on 2001 & ECLIPSE Series siren head). During this warranty period, FSC will provide warranty service for any unit which is delivered, shipping prepaid by the Buyer, to a designated warranty service center for examination and such examination reveals a defect in material and/or workmanship. FSC will then, at its option, repair or replace the product or any defective part(s), or remit the purchase price of the product to Buyer. This warranty does not cover travel expenses, the cost of specialized equipment for gaining access to the product, or labor charges for removal and re-installation of the product for warranty service at any location other than FSC's designated warranty service center. This warranty shall not apply to components or accessories that have a separate warranty by the original manufacturer, such as, but not limited to, radios and batteries, and does not extend to any unit which has been subjected to abuse, misuse, improper installation or which has been inadequately maintained, nor to units with problems due to service or modification by other than an FSC warranty service center. FSC will provide on-site warranty service during the first 60 days after the completion of the installation when FSC has provided a turn-key installation including optimization and/or commissioning services. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**(10) Remedies and Limitations of Liability.** Buyer's sole remedy for breach of warranty shall be as set forth above. IN NO EVENT SHALL FSC BE LIABLE FOR ANY LOSS OF USE OF ANY PRODUCT, LOST PROFITS OR ANY INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES, NOR SHALL FSC'S LIABILITY FOR ANY OTHER DAMAGES WHATSOEVER ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT OR THE MANUFACTURE, SALE, DELIVERY OR USE OF THE PRODUCTS OR SERVICES EXCEED THE PURCHASE PRICE OF THE PRODUCTS OR SERVICES.

**(11) PATENTS.** FSC shall hold Buyer harmless, to the extent herein provided, against any valid claim by any third person of infringement of any United States Patent by product manufactured by FSC, but if Buyer furnished product or system design specifications to FSC, Buyer shall hold FSC harmless against any infringement claim consisting of the use of product manufactured by FSC in accordance with Buyer's product or system design or in combination with product manufactured by Buyer or others. In the event that any product manufactured by FSC is held to infringe any patent and its use is enjoined by any competent court of law, FSC, if unable within a reasonable time to secure for Buyer the right to continue using such product, either by suspension of the injunction, by securing for Buyer a license, or otherwise, shall, at its own expense, either replace such product with non-infringing product or modify such product so that it becomes non-infringing, or accept the return of the enjoined product and refund the purchase price paid by Buyer less allowance for any period of actual use thereof. FSC makes no warranty that its product will be delivered free of a valid claim by a third person of infringement or the like and Buyer's remedies for such a claim will be limited to those provided in this paragraph.

**(12) Assignment and Delegation.** Buyer shall not assign any right or interest in this Agreement, nor delegate the performance of any obligation, without FSC's prior written consent. Any attempted assignment or delegation shall be void and ineffective for all purposes unless made in conformity with this paragraph.

**(13) Severability.** If any term, clause or provision contained in this Agreement is declared or held invalid by a court of competent jurisdiction, such declaration or holding shall not affect the validity of any other term, clause or provision herein contained.

**(14) Installation.** Installation shall be by Buyer unless otherwise specifically agreed to in writing by FSC.

**(15) Governing Law and Limitations.** This Agreement shall be governed by the laws of the State of Illinois. Venue for any proceeding initiated as the result of any dispute between the parties that arises under this Agreement shall be either the state or federal courts in Cook or DuPage County, Illinois. Whenever a term defined by the Uniform Commercial Code as adopted in Illinois is used in this Agreement, the definition contained in said Uniform Commercial Code is to control. Any action for breach of this Agreement or any covenant or warranty contained herein must be commenced within one year after the cause of action has accrued.

**(16) Receiving Product and Staging Location.** Buyer is responsible to receive, store and protect all products intended for installation purposes, including, but not exclusively, siren equipment, poles, batteries, and installation materials. Materials received in cardboard containers must be protected from all forms of precipitation. Additionally, Buyer is to provide a staging area of an appropriate size for installation contractors to work from and to store equipment overnight.

**(17) Installation Methods & Materials.** Installation is based on methods and specifications designed and intended by FSC to meet or exceed all national, state & local safety and installation codes and regulations. Design changes required by Buyer may result in additional charges.

**(18) Radio Frequency Interference.** FSC is not responsible for RF transmission and reception affected by system interference beyond its control.

**(19) Installation Site Approval.** Buyer must provide signed documentation to FSC, such as the "WARNING SITE SURVEY FORM" or a document with the equivalent information, that FSC is authorized to commence installation at the site designated by Buyer before FSC will commence installation. Once installation has started at an approved site, Buyer is responsible for all additional costs incurred by FSC for redeployment of resources if the work is stopped by Buyer or its agents, property owners, or as the result of any governmental authority or court order, or if it is determined that installation is not possible at the intended location, or the site is changed for any reason by the Buyer.

**(20) AC Power Hookup.** Buyer is responsible to coordinate and pay for all costs to bring proper AC power to the electrical service disconnect installed adjacent to the controller cabinet, unless these services are quoted by FSC. All indoor installations assume AC power is available within 10 feet of the installation location.

**(21) Permits & Easements.** FSC will obtain and pay for electrical and right-of-way work permits as necessary for installations. Buyer is responsible for obtaining and payment of all other required easements, permits, or other fees required for installation, unless specifically quoted.

**(22) Soil Conditions Clause.** In the event of poor site conditions including, but not limited to rock, cave-ins, high water levels, or inability of soil to provide stable installation to meet specifications, FSC will direct installation contractors to attempt pole installation for a maximum of 2 hours. Buyer approval will be sought when pole installation exceeds 2 hours and abandoned if FSC cannot obtain approval in a timely manner.

**(23) Contaminated Sites.** FSC is not responsible for cleanup and restoration of any installation sites or installer equipment where contaminated soil is encountered. FSC will not knowingly approve installation at any site containing contaminants. Buyer must inform FSC when known or suspected soil contaminants exist at any intended installation site.

**(24) Site Cleanup.** Basic installation site cleanup includes installation debris removal, general site cleanup, and general leveling of affected soil within 30' of the pole. Additional Site Restoration quotes are available.

**(25) Waste Disposal.** Buyer is responsible for providing disposal of all packing materials including shipping skids and containers.

**(26) Work Hours.** All installation quotes are based on the ability to work outdoors during daylight hours and indoors from 7 AM to 7 PM Monday through Saturday. Work restrictions or limitations imposed by Buyer or its agents may result in additional charges being assessed to Buyer for services.

**(27) Project Reporting.** Installation & Service Progress Reports will be provided on a regular basis, normally every week during active installation, unless prearranged otherwise by mutual agreement.

**(28) Safety Requirements & Compliance.** FSC requires that all subcontractors and their employees follow applicable laws and regulations pertaining to all work performed, equipment utilized and personal protective gear common to electrical and construction site work performed in the installation of FSC equipment. Additional safety compliance requirements by Buyer may result in additional charges assessed to Buyer for the time and expenses required to comply with the additional requirements.

**(29) Project Delays.** FSC shall not be liable in any regard for delivery or installation delays or any failure to perform its obligations under this Agreement resulting directly or indirectly from change order processing, acts or failure to act by Buyer, unresponsive inspectors, utility companies and any other causes beyond the direct control of FSC, including acts of God, weather, local disasters of any type, civil or military authority, fires, war, riot, delays in transportation, lack of or inability to obtain raw materials, components, labor, fuel or supplies, or other circumstances beyond FSC's reasonable control, whether similar or dissimilar to the foregoing.

**Contact Name:** Asst. Chief Steve Betts  
**Customer:** City of Bellevue, NE  
**Address:** 211 W 22nd Ave  
**City:** Bellevue  
**State:** NE  
**Zip:** 68005  
**Phone:** \*  
**Cell:** 402-515-7657  
**Fax:** \*  
**Email:** Steve.Betts@bellevue.net

<b>Quotation No.:</b> ANS <b>1013251617</b> <b>Please reference quote no. on your order</b> <b>Date Quoted:</b> 10/13/25
---

**Notes:** Upon receipt of your order and acceptance by Federal Signal Corporation, the equipment herein will be supplied at the quoted prices below. Delivery schedule cannot be established until radio information is supplied, if applicable.

**DISCLAIMER: THIS QUOTED PRICE IS SUBJECT TO CHANGE DUE TO TARIFF INCREASES**

Item No.	Qty.	Model/Part No.	Description	Unit Price	Total
<b>Electro-Mechanical Siren Equipment</b>					
1	1	2001-130	ELECTRO-MECHANICAL ROTATING SIREN, 130 DB(C) 800HZ	\$ 11,191.00	\$ 11,191.00
				<b>Total Equipment</b>	<b>\$ 11,191.00</b>

<b>Shipping</b>					
2	1	ES-FREIGHT - Z2	Shipping Fees		\$ 559.55

<b>Services</b>					
3	1	BV-I-2001ACDC	2001 / Equinox / 508 / Eclipse-8 DC or AC-DC Standard Installation	\$ 8,850.00	\$ 8,850.00
4	1	BV-IO-CUSREMOV	Removal Services, Custom	\$ 1,195.00	\$ 1,195.00
5	1	<b>NOTE:</b>	<b>BVPS to remove and reuse the existing control equipment.</b>		
6	1	BV-ELECTRICAL	Costs associated w/electrical service from Electrical Contractors	\$ 2,500.00	\$ 2,500.00
7	1	BV-CRANE-60	Costs associated with use of 60' Bucket Truck or Crane (per man/per day)	\$ 3,000.00	\$ 3,000.00
8	1	TK-PO-GALDBPOL2	POLE STEEL GALV DIR BUR HEAVY 50' LENGTH	\$ 6,275.00	\$ 6,275.00
9	1	BV-PO-GALDBINS	Pole, Steel, Galv, Direct Burial, Installation	\$ 1,885.00	\$ 1,885.00
				<b>Total Services</b>	<b>\$ 23,705.00</b>

<b>Total of Project</b>	<b>\$ 35,455.55</b>
-------------------------	---------------------

<b>General Options</b>					
10	1	BV-TRAFFIC	Traffic Control, if required	\$ 1,500.00	\$ 1,500.00
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**Approved By:** Dee W  
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**Contact Name:** Asst. Chief Steve Betts  
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**Quotation No.: FWS**  
**1013251617**  
**Please reference quote**  
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**Date Quoted:** 10/13/25

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\_\_\_\_\_  
*Signature:*

\_\_\_\_\_  
*Title:*

Quotation No.: FWS  
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Sales Agreement

**(1) Agreement.** This agreement (the "Agreement") between Federal Signal Corporation ("FSC") and Buyer for the sale of the products and services described in FSC's quotation and any subsequent purchase order shall consist of the terms herein. This Agreement constitutes the entire agreement between FSC and Buyer regarding such sale and supersedes all prior oral or written representations and agreements. This Agreement may only be modified by a written amendment signed by authorized representatives of FSC and Buyer and attached hereto except that stenographic and clerical errors are subject to correction by FSC or upon FSC's written consent. FSC objects to and shall not be bound by any additional or different terms, whether printed or otherwise, in Buyer's purchase order or in any other communication from Buyer to FSC unless specifically agreed to by FSC in writing. Prior courses of dealing between the parties or trade usage, to the extent they add to, detract from, supplant or explain this Agreement, shall not be binding on FSC. This Agreement shall be for the benefit of FSC and Buyer only and not for the benefit of any other person.

**(2) Termination.** This Agreement may be terminated only upon FSC's written consent. If FSC shall declare or consent to a termination of the Agreement, in whole or in part, Buyer, in the absence of a contrary written agreement signed by FSC, shall pay termination charges based upon expenses and costs incurred in the assembly of its products or in the performance of the services to the date such termination is accepted by FSC including, but not limited to, expenses of disposing of materials on hand or on order from suppliers and the losses resulting from such disposition, plus a reasonable profit. In addition, any products substantially completed or services performed on or prior to any termination of this Agreement shall be accepted and paid for in full by Buyer. In the event of a material breach of this Agreement by Buyer, the insolvency of Buyer, or the initiation of any solvency or bankruptcy proceedings by or against Buyer, FSC shall have the right to immediately terminate this Agreement, and Buyer shall be liable for termination charges as set forth herein.

**(3) Price/Shipping/Payment.** Prices are F.O.B. FSC's Factory. Buyer shall be responsible for all shipping charges. If this Agreement is for more than one unit of product, the products may be shipped in a single lot or in several lots at the discretion of FSC, and Buyer shall pay for each such shipment separately. FSC may require full or partial payment or payment guarantee in advance of shipment whenever, in its opinion, the financial condition of Buyer so warrants. FSC will invoice for product upon shipment to Buyer and for services monthly as completed. Amounts invoiced by FSC are due 30 days from date of invoice, except that payment terms for turn-key sales of product and services are 10% of total contract mobilization fee due with Buyer's order. Invoice deductions will not be honored unless covered by a credit memorandum. Minimum billing per order is \$75.00.

**(4) Risk of Loss.** The risk of loss of the products or any part thereof shall pass to the Buyer upon delivery thereof by FSC to the carrier. Buyer shall have sole responsibility for processing and collection of any claim of loss against the carrier.

**(5) Taxes.** Price quotes by FSC do not include taxes. Buyer shall pay FSC, in addition to the price of the products or services, any applicable tax (however designated) imposed upon the sale, production, delivery or use of the products or services to the extent required or not forbidden by law to be collected by FSC from Buyer, whether or not so collected at the time of the sale, unless valid exemption certificates acceptable to the taxing authorities are furnished to FSC before the date of invoice.

**(6) Delivery.** Although FSC shall in good faith endeavor to meet estimated delivery dates, delivery dates are not guaranteed but are estimated on the basis of immediate receipt by FSC of all information required from Buyer and the absence of delays, direct or indirect, as set forth in paragraph 29 herein.

**(7) Returns.** Buyer may return shipped product to FSC only upon FSC's prior written consent (such consent to be in the sole discretion of FSC) and upon terms specified by FSC, including prevailing restocking and handling charges. Buyer assumes all risk of loss for such returned product until actual receipt thereof by FSC. Agents of FSC are not authorized to accept returned product or to grant allowances or adjustments with respect to Buyer's account.

**(8) Inspection.** Buyer shall inspect the product immediately upon receipt. All claims for any alleged defect in FSC's product or deficiency in the performance of its services under this Agreement, capable of discovery upon reasonable inspection, must be fully set forth in writing and received by FSC within 30 days of Buyer's receipt of the product or FSC's performance of the services. Failure to make any such claim within said 30 day period shall constitute a waiver of such claim and an irrevocable acceptance of the product and services by Buyer.

**(9) Limited Warranty.** FSC warrants each new product to be free from defects in material and workmanship, under normal use and service, for a period of two years from delivery to Buyer (one-year for Informers and all software products, five years on 2001 & ECLIPSE Series siren head). During this warranty period, FSC will provide warranty service for any unit which is delivered, shipping prepaid by the Buyer, to a designated warranty service center for examination and such examination reveals a defect in material and/or workmanship. FSC will then, at its option, repair or replace the product or any defective part(s), or remit the purchase price of the product to Buyer. This warranty does not cover travel expenses, the cost of specialized equipment for gaining access to the product, or labor charges for removal and re-installation of the product for warranty service at any location other than FSC's designated warranty service center. This warranty shall not apply to components or accessories that have a separate warranty by the original manufacturer, such as, but not limited to, radios and batteries, and does not extend to any unit which has been subjected to abuse, misuse, improper installation or which has been inadequately maintained, nor to units with problems due to service or modification by other than an FSC warranty service center. FSC will provide on-site warranty service during the first 60 days after the completion of the installation when FSC has provided a turn-key installation including optimization and/or commissioning services. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**(10) Remedies and Limitations of Liability.** Buyer's sole remedy for breach of warranty shall be as set forth above. IN NO EVENT SHALL FSC BE LIABLE FOR ANY LOSS OF USE OF ANY PRODUCT, LOST PROFITS OR ANY INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES, NOR SHALL FSC'S LIABILITY FOR ANY OTHER DAMAGES WHATSOEVER ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT OR THE MANUFACTURE, SALE, DELIVERY OR USE OF THE PRODUCTS OR SERVICES EXCEED THE PURCHASE PRICE OF THE PRODUCTS OR SERVICES.

**(11) PATENTS.** FSC shall hold Buyer harmless, to the extent herein provided, against any valid claim by any third person of infringement of any United States Patent by product manufactured by FSC, but if Buyer furnished product or system design specifications to FSC, Buyer shall hold FSC harmless against any infringement claim consisting of the use of product manufactured by FSC in accordance with Buyer's product or system design or in combination with product manufactured by Buyer or others. In the event that any product manufactured by FSC is held to infringe any patent and its use is enjoined by any competent court of law, FSC, if unable within a reasonable time to secure for Buyer the right to continue using such product, either by suspension of the injunction, by securing for Buyer a license, or otherwise, shall, at its own expense, either replace such product with non-infringing product or modify such product so that it becomes non-infringing, or accept the return of the enjoined product and refund the purchase price paid by Buyer less allowance for any period of actual use thereof. FSC makes no warranty that its product will be delivered free of a valid claim by a third person of infringement or the like and Buyer's remedies for such a claim will be limited to those provided in this paragraph.

**(12) Assignment and Delegation.** Buyer shall not assign any right or interest in this Agreement, nor delegate the performance of any obligation, without FSC's prior written consent. Any attempted assignment or delegation shall be void and ineffective for all purposes unless made in conformity with this paragraph.

**(13) Severability.** If any term, clause or provision contained in this Agreement is declared or held invalid by a court of competent jurisdiction, such declaration or holding shall not affect the validity of any other term, clause or provision herein contained.

**(14) Installation.** Installation shall be by Buyer unless otherwise specifically agreed to in writing by FSC.

**(15) Governing Law and Limitations.** This Agreement shall be governed by the laws of the State of Illinois. Venue for any proceeding initiated as the result of any dispute between the parties that arises under this Agreement shall be either the state or federal courts in Cook or DuPage County, Illinois. Whenever a term defined by the Uniform Commercial Code as adopted in Illinois is used in this Agreement, the definition contained in said Uniform Commercial Code is to control. Any action for breach of this Agreement or any covenant or warranty contained herein must be commenced within one year after the cause of action has accrued.

**(16) Receiving Product and Staging Location.** Buyer is responsible to receive, store and protect all products intended for installation purposes, including, but not exclusively, siren equipment, poles, batteries, and installation materials. Materials received in cardboard containers must be protected from all forms of precipitation. Additionally, Buyer is to provide a staging area of an appropriate size for installation contractors to work from and to store equipment overnight.

**(17) Installation Methods & Materials.** Installation is based on methods and specifications designed and intended by FSC to meet or exceed all national, state & local safety and installation codes and regulations. Design changes required by Buyer may result in additional charges.

**(18) Radio Frequency Interference.** FSC is not responsible for RF transmission and reception affected by system interference beyond its control.

**(19) Installation Site Approval.** Buyer must provide signed documentation to FSC, such as the "WARNING SITE SURVEY FORM" or a document with the equivalent information, that FSC is authorized to commence installation at the site designated by Buyer before FSC will commence installation. Once installation has started at an approved site, Buyer is responsible for all additional costs incurred by FSC for redeployment of resources if the work is stopped by Buyer or its agents, property owners, or as the result of any governmental authority or court order, or if it is determined that installation is not possible at the intended location, or the site is changed for any reason by the Buyer.

**(20) AC Power Hookup.** Buyer is responsible to coordinate and pay for all costs to bring proper AC power to the electrical service disconnect installed adjacent to the controller cabinet, unless these services are quoted by FSC. All indoor installations assume AC power is available within 10 feet of the installation location.

**(21) Permits & Easements.** FSC will obtain and pay for electrical and right-of-way work permits as necessary for installations. Buyer is responsible for obtaining and payment of all other required easements, permits, or other fees required for installation, unless specifically quoted.

**(22) Soil Conditions Clause.** In the event of poor site conditions including, but not limited to rock, cave-ins, high water levels, or inability of soil to provide stable installation to meet specifications, FSC will direct installation contractors to attempt pole installation for a maximum of 2 hours. Buyer approval will be sought when pole installation exceeds 2 hours and abandoned if FSC cannot obtain approval in a timely manner.

**(23) Contaminated Sites.** FSC is not responsible for cleanup and restoration of any installation sites or installer equipment where contaminated soil is encountered. FSC will not knowingly approve installation at any site containing contaminants. Buyer must inform FSC when known or suspected soil contaminants exist at any intended installation site.

**(24) Site Cleanup.** Basic installation site cleanup includes installation debris removal, general site cleanup, and general leveling of affected soil within 30' of the pole. Additional Site Restoration quotes are available.

**(25) Waste Disposal.** Buyer is responsible for providing disposal of all packing materials including shipping skids and containers.

**(26) Work Hours.** All installation quotes are based on the ability to work outdoors during daylight hours and indoors from 7 AM to 7 PM Monday through Saturday. Work restrictions or limitations imposed by Buyer or its agents may result in additional charges being assessed to Buyer for services.

**(27) Project Reporting.** Installation & Service Progress Reports will be provided on a regular basis, normally every week during active installation, unless prearranged otherwise by mutual agreement.

**(28) Safety Requirements & Compliance.** FSC requires that all subcontractors and their employees follow applicable laws and regulations pertaining to all work performed, equipment utilized and personal protective gear common to electrical and construction site work performed in the installation of FSC equipment. Additional safety compliance requirements by Buyer may result in additional charges assessed to Buyer for the time and expenses required to comply with the additional requirements.

**(29) Project Delays.** FSC shall not be liable in any regard for delivery or installation delays or any failure to perform its obligations under this Agreement resulting directly or indirectly from change order processing, acts or failure to act by Buyer, unresponsive inspectors, utility companies and any other causes beyond the direct control of FSC, including acts of God, weather, local disasters of any type, civil or military authority, fires, war, riot, delays in transportation, lack of or inability to obtain raw materials, components, labor, fuel or supplies, or other circumstances beyond FSC's reasonable control, whether similar or dissimilar to the foregoing.

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16e.  
10/21/2025

COUNCIL MEETING DATE: <b>October 21, 2025</b>		SUBMITTED BY: <b>David Goedeken-Public Works Director</b>	
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:

**Digital Control System for 1510 & 1500 Wall St.**

SYNOPSIS/BACKGROUND:

**Replacing HVAC control system for 1510 & 1500 Wall St. Old system is obsolete**

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:

**Mayor and council to approve the purchase of the control system for HVAC system at 1510/1500 Wall St.**

ATTACHMENTS:

1. <input type="text" value="Proposal"/>	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:

  
\_\_\_\_\_



Cerris Systems  
9751 S. 142 St.  
Omaha, NE 68138  
Phone 402-861-0681

Date: October 2, 2025

Proposal: Q25-0003-2

To: Tracy Niemier / City of Bellevue  
From: Matt Rowe / Cerris Systems  
Project: City of Bellevue 1510 Wall St.  
Subject: Building Management System (BMS) Upgrades

1510 Wall St

We are pleased to submit for your consideration our proposal to furnish and install the Direct Digital Control System for the above-mentioned project. The intent of this proposal is to modernize the control system currently install at this site in a project that will replace all existing DDC controls with a Distech BMS utilizing BACnet IP based controllers and field devices.

Due to the age of the existing DDC control system installed in this facility, it will become more difficult to maintain and repair the system as components start to fail. Repairs parts for these older systems are more difficult to locate and become very expensive as the manufacturers cease production of them. An upgrade of the DDC system will utilize current hardware and software revisions allowing for readily available parts for any future service needs.

As part of upgrading the new controls system will also be configured/programmed utilizing the latest control strategies. The intent of these strategies is to constantly monitor the building loads and adjust the system settings as necessary to reduce energy consumption while maintaining occupant comfort.

**Our Base Bid pricing is \$153,250.00 and based on the following scope of work:**

1. To furnish and install Distech Tridium/Niagara Web based front end. This includes:
  - o New Jace-9000 network controller including all required power supplies.
  - o All required device licensing to accommodate connected field controller counts.
  - o To furnish required 18-month Software Maintenance Agreement (SMA) is included.
  - o Control panel complete with required peripherals including, UPS, panel network switch, and required patch cables.
2. To furnish and install Distech IP based controller for main mechanical equipment. This includes:
  - o New ECY S1000 controller with power supply and I/O modules as required.
  - o New temperature sensors compatible with Distech controllers as required.
  - o Existing control valves and damper actuators will be connected to new controllers. Operations will be tested to verify all existing devices are completely functional. Any deficiencies will be documented and reported to owner.
3. To furnish and install Distech IP based terminal box controllers for seventy-five (75) room heatpumps. This includes:
  - o New Distech ECY-203 IP based terminal equipment controller.
  - o New Distech smart-vue digital wall module with temperature display and setpoint adjustment.
  - o New duct mounted discharge temperature sensor for all units with heating.
  - o All required interface devices to control heatpump operations.
  - o Existing condenser loop isolation valves will be reconnected to new controllers and tested to verify operations.
4. To furnish and install any required I/O for existing exhaust fan control sequences. This includes:
  - o All exhaust fan control by existing system will be reconnected in similar fashion to new BMS.
5. New IP based lan cabling will be furnished and installed to all new Distech IP based controllers.
6. New Distech Tridium/Niagara BMCS front end including custom graphical user interface. Includes required floorplans, equipment layouts and user navigation for access to scheduling, alarming and historical data.
7. Includes all required BMS design drawings and product data submittals, complete electrical installation, O & M data, customer training and close-out documentation.
8. Includes a warranty guarantee of the equipment for one year.
9. Includes any required sales tax.

Continued Next Page>>



Cerris Systems  
9751 S. 142 St.  
Omaha, NE 68138  
Phone 402-861-0681

Date: October 2, 2025

Proposal: Q25-0003-1

To: Tracy Niemier / City of Bellevue  
From: Matt Rowe / Cerris Systems  
Project: City of Bellevue 1500 Wall St.  
Subject: Building Management System (BMS) Upgrades

1500 Wall St

We are pleased to submit for your consideration our proposal to furnish and install the Direct Digital Control System for the above-mentioned project. The intent of this proposal is to modernize the control system currently install at this site in a project that will replace all existing DDC controls with a Distech BMS utilizing BACnet IP based controllers and field devices.

Due to the age of the existing DDC control system installed in this facility, it will become more difficult to maintain and repair the system as components start to fail. Repairs parts for these older systems are more difficult to locate and become very expensive as the manufacturers cease production of them. An upgrade of the DDC system will utilize current hardware and software revisions allowing for readily available parts for any future service needs.

As part of upgrading the new controls system will also be configured/programmed utilizing the latest control strategies. The intent of these strategies is to constantly monitor the building loads and adjust the system settings as necessary to reduce energy consumption while maintaining occupant comfort.

**Our Base Bid pricing is \$114,500.00 and based on the following scope of work:**

1. To furnish and install Distech Tridium/Niagara Web based front end. This includes:
  - o New Jace-9000 network controller including all required power supplies.
  - o All required device licensing to accommodate connected field controller counts.
  - o To furnish required 18-month Software Maintenance Agreement (SMA) is included.
  - o Control panel complete with required peripherals including, UPS, panel network switch, and required patch cables.
2. To furnish and install Distech IP based controller for Main Mechanical and AHU equipment. This includes:
  - o New ECY S1000 controller with power supply and I/O modules as required.
  - o New temperature sensors compatible with Distech controllers as required.
  - o Existing control valves and damper actuators will be connected to new controllers. Operations will be tested to verify all existing devices are completely functional. Any deficiencies will be documented and reported to owner.
3. To furnish and install Distech IP based terminal box controllers for twenty-eight (28) Vav terminal boxes. This includes:
  - o New ECY-Vav controller with integral damper actuator.
  - o New Distech digital wall module with temperature display and setpoint adjustment.
  - o New duct mounted discharge temperature sensor for all units with heating.
  - o Existing heating devices will be reconnected to new controllers and tested to verify operations.
  - o Existing CO<sub>2</sub> sensors will be reconnected to new controllers and tested to verify operations.
4. To furnish and install any required I/O for existing exhaust fan control sequences. This includes:
  - o All exhaust fans control by existing system will be reconnected in similar fashion to new BMS.
5. To furnish and install Distech IP based controls for two (2) cabinet unit heaters. This includes:
  - o New ECY-203 Distech IP controllers as required.
  - o New wall temperature sensors with concealed temperature and setpoint adjustment.
  - o Existing fan and heating control will be reconnected to new controllers and tested to verify operations.
6. New IP based lan cabling will be furnished and installed to all new Distech IP based controllers.
7. New Distech Tridium/Niagara BMCS front end including custom graphical user interface. Includes required floorplans, equipment layouts and user navigation for access to scheduling, alarming and historical data.
8. Includes all required BMS design drawings and product data submittals, complete electrical installation, O & M data, customer training and close-out documentation.
9. Includes a warranty guarantee of the equipment for one year.
10. Includes any required sales tax.

Continued Next Page>>



**Cerris Systems**  
9751 S. 142 St.  
Omaha, NE 68138  
Phone 402-861-0681

Date: October 2, 2025

Proposal: Q25-0003-3

To: Tracy Niemier / City of Bellevue  
From: Matt Rowe / Cerris Systems  
Project: City of Bellevue Web Supervisor  
Subject: Building Management System (BMS) Upgrades

*System*

We are pleased to submit for your consideration our proposal to furnish and install the Direct Digital Control System for the above-mentioned project. The intent of this proposal is to add a Tridium/Niagara Web Supervisor which will bring all Niagara based facilities into a single site. This will allow these facilities to be centrally managed by facilities staff through a single web portal.

As part of these upgrades, the new controls system will also be configured/programmed utilizing the latest control strategies. The intent of these strategies is to constantly monitor the building loads and adjust the system settings as necessary to reduce energy consumption while maintaining occupant comfort.

**Our Base Bid pricing is \$17,500.00 and based on the following scope of work:**

1. To furnish and install Distech Tridium/Niagara Web Supervisor front end. This includes:
  - o Distech branded Tridium Supervisor software package licensed for 2 site connections.
  - o To furnish the required 18-month Software Maintenance Agreement (SMA) is included.
  - o Small form factor PC included to host software.
  - o Control panel complete with required peripherals including, UPS, panel network switch, and required patch cables.
2. All required technical labor required to connect 1500 and 1510 Wall Street sites into Web Supervisor front end including custom graphical user interface. Includes required floorplans, equipment layouts and user navigation for access to scheduling, alarming and historical data.
3. Includes all required BMS design drawings and product data submittals, complete electrical installation, O & M data, customer training and close-out documentation.
4. Includes a warranty guarantee of the equipment for one year.
5. Includes any required sales tax.

**The following items are NOT included in our Pricing:**

1. Any work outside of the above-described scope.
2. Any required patch and paint of existing surfaces.
3. Any new smoke detectors and/or modifications to the existing fire/smoke control system.
4. Any new magnetic starters/disconnects/contactors/VFD's for HVAC equipment.
5. To furnish or install any control devices not specifically mentioned in this proposal.
6. Performance and Payment Bond.
7. Overtime or shift work. All work assumed to be completed between 8am and 5pm Monday thru Friday.
8. Internet connections (provided by customer). Will use existing network connection.
9. Any control valves, control dampers, actuators. All existing components will be tested, and any deficiencies will be reported to the owner for repair or replacement.

Prices are guaranteed for 30 days from quote,

Thanks for the opportunity to work with you,

Matt Rowe

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16f.  
10/21/2025

COUNCIL MEETING DATE: 10/21/2025		SUBMITTED BY: David Goedeken-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:

CIPWW(6) - BPW230611 Old Towne CIPP Rehabilitation Package - CIPP Change Order No. 2

SYNOPSIS/BACKGROUND:

The City of Bellevue Wastewater Department (WW) requests the City Council approve and the Mayor to authorize the execution of Change Order No. 2 (CO2) between the City of Bellevue and SAK Construction, LLC in the amount of \$94,347.50 to the Olde Towne CIPP Rehabilitation project approved on March 3, 2025. The current approved total project cost is \$1,634,591.00 and CO2 will increase the project costs to \$1,728,938.00. CO2 is requesting to add approximately 2,903 linear feet of sanitary sewer rehabilitation. This pricing honors the original contract pricing and finalizes the rehabilitation of all identified non-reinforced concrete sanitary pipe, at the end of its useful life, in the Olde Towne area.

FISCAL IMPACT:: \$94,347.50 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES COUNTER-PARTY: SAK Construction, LLC INTERLOCAL AGREEMENT:

CONTRACT DESCRIPTION: CIPWW(6) - BPW230611 Olde Towne CIPP Rehabilitation

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: CIPWW(6) - BPW230611 Olde Towne CIPP Rehabilitation

START DATE: END DATE: PAYMENT DATE: INSURANCE REQUIRED:

CIP PROJECT NAME: Olde Towne CIPP Rehabilitation CIP PROJECT NAME: WW25(6)

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

ACCOUNTING DISTRIBUTION CODE: 700 ACCOUNT NUMBER: WW25(6)

RECOMMENDATION:

City Council to authorize the Mayor to approve the Change Order No. 2 and the Notice to Proceed between the City of Bellevue and SAK Construction, LLC in the amount of \$94,347.50

ATTACHMENTS:

- Change Order No. 2
- 
- 
- 
- 
- 

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*James Willis*  
*[Signature]*  
*[Signature]*

**CHANGE ORDER NO.: 2**

Owner:	City of Bellevue	Owner's Project No.:	230611
Engineer:	Embris Group, LLC	Engineer's Project No.:	23-021.02
Contractor:	SAK Construction, LLC	Contractor's Project No.:	
Project:	Olde Towne CIPP Rehabilitation Phase 1		
Contract Name:	Olde Towne CIPP Rehabilitation Phase 1		
Date Issued:	10/3/2025	Effective Date of Change Order:	10/3/2025

The Contract is modified as follows upon execution of this Change Order:

Description:

**Additional work of CIPP rehabilitation in Old Towne to add 2,903 linear feet of sanitary sewer in the Olde Towne area.**

Attachments:

**Letter dated September 30, 2025 by Tim Bussen general manager – SAK Construction LLC of the Change Order adding Quantities to include a table with Item No., Description of item, Quantity, Unit Price, Extended Price, and Base Total.**

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ <u>822,795.50</u>	Original Contract Times: Substantial Completion: <u>12/31/2025</u> Ready for final payment: <u>1/31/2026</u>
<b>Increase</b> from previously approved Change Orders No. 1. \$ <u>811,795.50</u>	<b>Increase</b> from previously approved Change Orders No.1: Substantial Completion: <u>5/31/2026</u> Ready for final payment: <u>6/30/2026</u>
Contract Price prior to this Change Order: \$ <u>1,634,591.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>5/31/2026</u> Ready for final payment: <u>6/30/2026</u>
<b>Increase</b> this Change Order: \$ <u>94,347.50</u>	<b>Increase</b> this Change Order: Substantial Completion: <u>0</u> Ready for final payment: <u>0</u>
Contract Price incorporating this Change Order: \$ <u>1,728,938.50</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>5/31/2026</u> Ready for final payment: <u>6/30/2026</u>

Recommended by Engineer  
(if required)

By: Kylie Wilnes  
Title: Project Manager  
Date: 10-3-2025

Accepted by Contractor

By: Doe Feuerborn  
Title: President  
Date: 10/3/2025

Authorized by Owner

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Approved by Funding Agency (if applicable)

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



**SAK™**

*Pipeline Infrastructure. Solved.™*

636.385.1000 *tel*  
 636.385.1100 *fax*  
 864 Hoff Road  
 O'Fallon, MO 63366  
[www.sakcon.com](http://www.sakcon.com)

September 30, 2025

**Embris Group**  
**963 N 13<sup>th</sup> St.**  
**Fort Calhoun, NE 68023**

Re: Bellevue, NE – Olde Towne CIPP Rehabilitation Phase 1 Change Order 2

Kylie Wilmes, PE:

SAK Construction, LLC is pleased to honor the original contract pricing for the below added quantities on the Contract with the City of Bellevue:

Change Order 2 Adding Additional Lining Quantities					
	Description	QTY	UM	Unit Price	Extended Price
1	8-INCH MAIN SEWER CIPP LINING	2903	LF	\$ 32.50	\$94,347.50
<b>Base Total</b>					<b>\$94,347.50</b>

Thank you for the opportunity to extend the scope of this project. Please call with any questions.

Sincerely,  
 SAK Construction, LLC

Tim Bussen  
 Tim Bussen  
 General Manager – Central Region



CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16g.  
10/21/2025

COUNCIL MEETING DATE: October 21, 2025		SUBMITTED BY: Dave Goedeken-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:

260101 WW26(10) GIS Upgrades, Sewershed B & C

SYNOPSIS/BACKGROUND:

RJN Group, Inc to perform professional engineering services to include evaluating the Sarpy County Geographic Information System (GIS) database inventory gaps and provide Field Confirmation for Sewersheds B & C as shown in EXHIBIT D - Project Area Map of the attached Agreement.

FISCAL IMPACT: \$290,000 BUDGETED FUNDS: YES GRANT/MATCHING FUNDS: No

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: Yes COUNTER-PARTY: RJN Group, Inc INTERLOCAL AGREEMENT: No

CONTRACT DESCRIPTION: 260101 WW26(10) GIS Upgrades, Sewershed B & C

CONTRACT EFFECTIVE DATE: 10/21/2025 CONTRACT TERM: 1-year CONTRACT END DATE: 10/21/2026

PROJECT NAME: 260101 WW26(10) GIS Upgrades, Sewershed B & C

START DATE: 10/21/25 END DATE: 10/21/26 PAYMENT DATE: Monthly INSURANCE REQUIRED: Yes

CIP PROJECT NAME: WW26(10) GIS Upgrades, Sewershed B & C CIP PROJECT NUMBER: WW26(10)

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

ACCOUNTING DISTRUBUTION CODE: 6034 ACCOUNT NUMBER: 10-17-6034

RECOMMENDATION:

City Council approve and authorize the Mayor to sign the agreement with RJN Group, Inc and City of Bellevue in the amount not to exceed \$290,000.00 to provide professional engineering services.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*Daniel Willis*  
*[Signature]*  
*[Signature]*

**AGREEMENT**  
**BETWEEN**  
**CITY OF BELLEVUE, NE**  
**AND**  
**RJN GROUP, INC.**

THIS AGREEMENT dated \_\_\_\_\_ by and between the City of Bellevue, NE, hereinafter called OWNER and RJN GROUP, INC., with an office in Downers Grove, Illinois, hereinafter called ENGINEER.

WHEREAS, the OWNER desires to retain the professional services of the ENGINEER for a project generally described as 2025 GIS Updates and Field Confirmation—Sewersheds B & C (the "**Project**")

WHEREAS, the ENGINEER desires to perform such services to the OWNER in accordance with the terms and conditions of the AGREEMENT.

NOW, THEREFORE, in consideration of the above recitals, the mutual promises and covenants hereinafter set forth, the parties hereto agree as follows:

Section I. - Basic Services of ENGINEER

The specific services (and reimbursable expenses) which the ENGINEER agrees to furnish are as indicated in the Attachment A "Scope of Services" (or "**Services**") which is hereby incorporated by reference and made part of this AGREEMENT. Changes in the indicated Scope of Services shall be subject to renegotiation and implemented through an Amendment of this AGREEMENT.

Section II. - Additional Services of ENGINEER

The ENGINEER is available to furnish and perform, under an Amendment or a separately negotiated agreement, additional services to supplement the Services ("**Additional Services**").

Section III. - Schedule of Services

A. Completion Time

Attachment A "Schedule of Services" is hereby incorporated by reference and made part of this AGREEMENT.

For those Services described in Section I, the ENGINEER shall, consistent with the Standard of Care, make reasonable efforts to schedule the Services in a diligent manner. It is recognized by both parties that actions of regulatory agencies and/or others may affect the final project schedule. The ENGINEER shall not be liable to the OWNER, if delayed in, or prevented from performing the Services as specified herein due to OWNER interference or "*force majeure*" or any other cause or causes beyond the reasonable control of the ENGINEER and not caused by Engineer's fault or negligence.

#### Section IV. - Payment for Services

Payment to ENGINEER shall be made as follows:

##### A. Payment for Services

1. Payment for Services rendered and reimbursable expenses shall be made to the ENGINEER at the end of each month's billing cycle upon presentation of the ENGINEER's monthly invoice in accordance with its standard invoicing practices.
2. OWNER shall pay invoices within thirty (30) days of the invoice date, and shall be subject to a late payment fee of 1½ % per month from such date. Additionally, and subject to the following paragraph, ENGINEER may, upon five (5) calendar days' written notice to OWNER, suspend all Services until paid in full or, if it so elects, ENGINEER may terminate the AGREEMENT.
3. If the OWNER disputes an invoice, either as to amount or entitlement, then the OWNER shall so notify the ENGINEER in writing, within ten (10) calendar days of the invoice date, of the specific basis for such objection. OWNER may withhold only that portion so disputed; and must pay the undisputed portion of the invoice.
4. Any payment in dispute by the OWNER shall not be deemed waived nor forgiven, unless such objection is agreed upon in writing by the ENGINEER, or if agreement cannot be reached, such shall be finally resolved by mediation or arbitration in accordance with Section VII (k). If it is determined in an action under (VII)(k) that the objection of the OWNER was not in good faith or was not reasonable, the accrued interest shall be deemed earned from the date the disputed amount was originally due.

#### Section V. - Services to be Provided by the Owner

##### A. Authorization to Proceed

The OWNER shall authorize the ENGINEER to proceed prior to the ENGINEER commencing the Services.

B. Project Information.

1. To the extent OWNER has not already provided the following, or has new, additional, or revised information from that previously provided, OWNER shall provide ENGINEER with information and data needed by ENGINEER in the performance of Basic and Additional Services, including OWNER's: (1) design objectives and constraints; (2) design and construction standards; (3) GIS data and other essential information.
2. OWNER shall obtain, furnish, or otherwise make available to ENGINEER such additional Project-related information and data as is reasonably required to enable ENGINEER to complete its Basic and Additional Services; or, with consent of ENGINEER, OWNER may authorize the ENGINEER to obtain or provide all or part of such additional information as Additional Services, including the following: (1) property legal descriptions; (2) zoning, deed, and other land use restrictions; (3) surveys, topographic mapping, and utility documentation; (4) subsurface/geotechnical reports and investigations; (5) environmental assessments and investigations; and (6) any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Project site.

C. Access to Facilities and Property

The OWNER shall make its system facilities and properties available and accessible for inspection by ENGINEER and arrange for access to make all provisions for the ENGINEER to enter upon public and/or private property as required for the ENGINEER to perform the Services.

D. Prompt Notice

The OWNER shall give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's Services, or any defect in the Services of the ENGINEER or the work of OWNER's contractor(s) (the "Contractor") in order that the ENGINEER may take prompt, effective measures, which in the ENGINEER's opinion will minimize the consequences of such observed or claimed defective performance.

E. Compensation

1. For Basic Services, as enumerated in Section I, the OWNER shall pay the ENGINEER the fixed or maximum not to exceed cost of \$290,000.00. The ENGINEER, if requested, shall provide documentation to the OWNER of all costs in connection with the performance of the Services, and as further described in Attachment A.
2. All prices and/or rates will remain firm for the initial term of the Agreement period described in Attachment A. Any change in prices and/or rates will be made on an

annual basis thereafter at the sole discretion of the ENGINEER. Changes in prices shall be based on the U.S. Bureau of Labor Statistics, Employment Cost Index, average increase or decrease for the most recent calendar year (see <http://www.bls.gov/ECI>; update with the appropriate ECI Index, CIU1010000100000A and Management, Professional, and Related).

F. Changes of Scope/"Additional Services"

In the event additional services are required through changes in the scope of the Project, or other unusual or unforeseen circumstances are encountered, or for other consulting services ("**Additional Services**"), ENGINEER shall, upon written authorization by the OWNER, perform the additional services as mutually agreed by both parties by change order or amendment to this Agreement. ENGINEER shall not be required to perform Additional Services without a signed agreement as to additional scope and agreed compensation.

Section VI. - Construction Cost and Opinions of Cost

When included within the Scope of Services, the ENGINEER shall submit to the OWNER an opinion of the probable cost required to construct work recommended, designed, or specified by the ENGINEER. The ENGINEER is not a construction cost estimator or construction contractor, nor should the ENGINEER's act of rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service a construction cost estimator or construction contractor would provide. The ENGINEER's opinion will be based solely upon its own experience with construction. However, because ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from opinions of probable construction costs prepared by ENGINEER. ENGINEER assumes no responsibility for the accuracy of any opinions of total Project or construction costs. If prior to the bidding or negotiation phase, OWNER wishes greater assurance as to total Project or construction costs, OWNER shall employ an independent cost estimator.

Section VII. - General Considerations

A. Standard of Care/Standard of Performance

1. Services performed by the ENGINEER under this AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions ("**Standard of Care**"). ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by ENGINEER.

2. ENGINEER may retain such subcontractors and subconsultants as ENGINEER deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by OWNER.
3. ENGINEER may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

B. Ownership of Instruments of Service

1. All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by the ENGINEER as instruments of service are deemed work product of the ENGINEER and are deemed confidential and proprietary information and the sole property of the Engineer ("**Work Product**") including all copyrights and statutory and common law rights to the Work Product. Upon payment of all sums due and owing to ENGINEER for the Services, the Owner is hereby provided a royalty-free, nonexclusive and irrevocable license to use such Work Product, as long as and only to the extent such is utilized for the Project and no other purpose. OWNER may not disclose the Work Product to any parties, except for purposes of the Project and its future operation, including maintenance or modification of the Project in the future. In the event of disclosure of any Work Product by OWNER which is not in compliance with the terms herein, it is agreed that monetary damages may not be sufficient alone, and that the ENGINEER would be entitled to proceed to request an injunction, without bond, in addition to further rights at law or equity.
2. OWNER may make and retain copies for information and reference in connection with the use and occupancy of the Project.
3. OWNER acknowledges that the Work Product is not intended or represented to be suitable for use on the Project unless completed by ENGINEER, or for use or reuse by OWNER or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by ENGINEER. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER and ENGINEER's independent professional associates or consultants, and OWNER shall defend, indemnify and hold harmless ENGINEER and ENGINEER's independent professional associates and subconsultants from all claims, damages, losses and expenses, including attorneys' fees, arising from or resulting therefrom.
4. The ENGINEER shall retain these records for a period of five (5) years following submission of its final report, if required, or upon completion of the Project. If the

OWNER wishes the ENGINEER to retain documents for a longer period of time, the OWNER shall so specify in advance, in writing, and shall pay in a timely manner all charges agreed to for the ENGINEER's maintenance of such documents beyond the time period otherwise prevailing.

5. The parties recognize that the Instruments of Service, including drawings, specifications, text, data, information, graphics and three-dimensional modeling (such as Building Information Models), and other Work Product may be transmitted among OWNER and ENGINEER and ENGINEER's subconsultants, and others in electronic media as an alternative to paper hard copies (collectively "**Electronic Data**"). To the fullest extent practical, OWNER and ENGINEER agree to transmit, and accept, Electronic Data in electronic media or digital format directly, as provided through access to a secure Project website, in accordance with the protocols in Attachment B; and, if no such protocols are attached, then ENGINEER and OWNER may operate reasonably without specific protocols until such jointly developed protocols are established at a later date.

C. Confidentiality

"**Confidential Information**" is defined as information which is determined by the transmitting party to be of a confidential or proprietary nature and: (i) the transmitting party identifies as either confidential or proprietary; (ii) the transmitting party takes steps to maintain the confidential or proprietary nature of the information; and (iii) the document is not otherwise available in or considered to be in the public domain. The receiving party agrees to maintain the confidentiality of the Confidential Information and agrees to use the Confidential Information solely in connection with the Project.

D. Insurance

The ENGINEER shall procure and maintain insurance for the entire project period and for a period of three years thereafter, with the following coverages:

1. Workers' Compensation Insurance in the statutory amount, including Employer's Liability Insurance for its employees.
2. The following on an Occurrence basis: (i) Commercial General Liability Insurance, covering bodily injury and property damage with \$1,000,000 per occurrence and \$2,000,000 in the aggregate; (ii) Comprehensive Automobile Liability Insurance, including operation of owned, non-owned, and hired automobiles or vehicles, covering bodily injury with limits of \$1,000,000 per person and \$1,000,000 per occurrence; and (iii) property damage with limits of \$100,000 per occurrence.

3. Professional Liability insurance of \$1,000,000 per claim and \$2,000,000 in the aggregate.
4. The premium to be expended for all of the above-mentioned policies of insurance shall be paid by ENGINEER. The policies of insurance, certificates of insurance, and the insurance company or insurance companies issuing such policies or certificates of insurance must be acceptable to OWNER.
5. Certificates of Insurance shall be completed and submitted to OWNER before issuance of Notice-to-Proceed.

City of Bellevue, 8902 Cedar Island Road, Bellevue NE 68147

6. The OWNER shall be named as an additional insured on the Commercial General Liability and Business Auto Liability insurance.

E. Certification

During the course of construction, the ENGINEER may be called upon to determine the degree to which certain design conditions have been achieved by Contractor(s). In performance of this service, the ENGINEER will use sampling procedures, that is, selected portions of the work will be subject to close review and/or testing and the results observed will be inferred to exist in other areas not sampled. Although such sampling procedures shall be conducted by the ENGINEER in accordance with commonly accepted procedures consistent with applicable Standard of Care, the OWNER understands that such procedures indicate actual conditions only where sampling is performed, and that, despite proper implementation of sampling and/or testing procedures, and despite proper interpretation of their results, the ENGINEER cannot assure the existence of conditions which the ENGINEER infers to exist. Since a certification that certain conditions exist comprises an assurance of such conditions' existence, the OWNER agrees that it would be improper for the ENGINEER to certify that certain conditions exist when the ENGINEER cannot assure they exist. Accordingly, the OWNER shall not require the ENGINEER to sign any certification, no matter by whom requested, that would result in the ENGINEER certifying the existence of conditions whose existence the ENGINEER cannot assure. The OWNER also agrees that the OWNER shall not make resolution of any dispute with the ENGINEER or payment of any amount due to the ENGINEER in any way contingent upon the ENGINEER's certifying the existence of conditions whose existence the ENGINEER cannot assure.

F. Buried Utilities and Subsurface Risks including Environmental Risks

1. The ENGINEER will conduct the research that in its professional opinion is necessary to locate utility lines and other man-made objects that may exist beneath the site's surface. The OWNER recognizes that the ENGINEER's research may not identify all subsurface utility lines and man-made objects, and that the information upon which

the ENGINEER relies may contain errors or may not be complete. The ENGINEER will prepare a plan indicating the locations intended for subsurface penetrations with respect to assumed locations of utilities and other man-made objects beneath the site's surface. Except as may be required by local law, ENGINEER shall not be responsible for compliance with local 811 "One Call".

2. The OWNER will approve the location of these penetrations prior to their being made and the OWNER will authorize the ENGINEER to proceed. The OWNER agrees to waive any claim against the ENGINEER and to defend, indemnify and hold the ENGINEER harmless from any claim or liability for injury or loss allegedly arising from the ENGINEER's or a Contractor's damaging underground utilities or other man-made objects, the precise location of which were not called to the ENGINEER's attention or which were not properly located on plans furnished to the ENGINEER, for any time spent or expenses incurred by the ENGINEER in defense of any such claim, in accordance with the ENGINEER's prevailing fee schedule and expense reimbursement policy.
3. OWNER agrees and acknowledges that ENGINEER, its principals, employees, agents or subconsultants shall perform no services relating to the investigation, detection, abatement, replacement, discharge, or removal of any toxic or hazardous contaminants or materials commonly known as Hazardous Materials. Hazardous Material" means any hazardous, toxic or dangerous waste, substance or material, as defined for purposes of the CERCLA including asbestos, which would be in violation of any of the laws, rules or regulations pertaining to Hazardous Materials, which would require remediation. For the purposes of this Agreement, the term "**Hazardous Material**" shall include any substance defined as a "hazardous substance", "toxic substance", "industrial process waste", or "special waste" in CERCLA, except that for purposes of this Agreement the definition of Hazardous Material shall include petroleum, natural gas, natural gas liquids, liquefied natural gas, and synthetic gas. To the extent such are discovered during the Project, ENGINEER shall not be responsible or liable for failing to discover same or anticipating the presence of same or any costs or expenses relating to same.
4. The OWNER agrees to indemnify, defend and hold ENGINEER harmless from any claims, loss or liability (including attorneys' fees and expenses) relating to the discovery or presence of Hazardous Materials.
5. The OWNER recognizes that special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program, implemented with the appropriate equipment and experienced personnel under the direction of a trained professional who functions in accordance with a professional standard of practice may fail to detect certain

conditions, because they are hidden and therefore cannot be considered in development of a subsurface exploration program. For similar reasons, actual environmental, geologic and geotechnical conditions that the ENGINEER properly inferred to exist between sampling points may differ significantly from those that actually exist. The passage of time also must be considered, and the OWNER recognizes that, because of natural occurrences or direct or indirect human intervention at the site or a distance from it, actual conditions discovered may quickly change. The OWNER realizes that nothing can be done to eliminate these risks altogether, but certain techniques can be applied to help reduce them. The ENGINEER is available to explain these risks and risk reduction methods to the OWNER but, in any event, the scope of services included with this AGREEMENT is that which the OWNER agreed to or selected in light of his or her own risk preferences and other considerations.

G. Termination of Services

1. The OWNER may terminate this AGREEMENT with or without cause or reason. Upon receipt of written notice of termination from OWNER, the ENGINEER shall promptly discontinue all services affected (unless the notice directs otherwise).
2. This Agreement may be terminated in whole or part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this AGREEMENT through no fault of the terminating party. Such termination may not be effected unless the other party is given not less than 10 days' written notice of intent to terminate and an opportunity for consultation with the terminating party and 10 days to cure such substantial failure.
3. Irrespective of which party shall effect termination or the cause therefore, the OWNER shall, within forty-five (45) calendar days of termination, pay the ENGINEER for Services properly rendered and reimbursable costs incurred, in accordance with the ENGINEER's prevailing fee schedule and expense reimbursement policy. Service shall include those rendered to the time of termination, as well as those associated with termination itself, such as demobilizing, modifying schedules, reassigning personnel, and so on. Costs shall include those incurred to the time of termination, as well as those associated with termination and post-termination activities. Such costs shall not include payments to third parties engaged by the ENGINEER for services not yet performed, subject to ENGINEER's right to terminate such contracts.

H. Controlling Law and Disputes

1. If any of the provisions of this AGREEMENT are invalid under any applicable statute or rule of law, they are, to that extent, deemed omitted. However, the OWNER and the

ENGINEER will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing or achieving the intent of the original provision. This AGREEMENT shall be governed by the laws of the State of Nebraska, Sarpy County.

2. The parties agree that they shall reasonably attempt to resolve any disputes regarding the interpretation of this AGREEMENT by informal negotiation, the final resolution of which disputes shall require the agreement of both parties or be resolved by mediation or arbitration per subsection (J) below.

I. Successors and Assigns

1. The OWNER and the ENGINEER each bind itself and its partners, successors, executors, administrators, assigns and legal representatives to the other party to this AGREEMENT and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this AGREEMENT.
2. Neither the OWNER nor the ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this AGREEMENT without the written consent of the other. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assigner from any duty or responsibility under this AGREEMENT. Nothing contained in this paragraph shall prevent the ENGINEER from employing such independent consultants, associates, and subcontractors as it may deem appropriate to assist it in the performance of services hereunder.
3. The ENGINEER's use of others for additional services shall not be unreasonably restricted by the OWNER provided the ENGINEER notifies the OWNER in advance. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than the OWNER and the ENGINEER, and all duties and responsibilities undertaken herein will be for the sole and exclusive benefit of the OWNER and the ENGINEER and not for the benefit of any other party.

J. Dispute Resolution

1. The parties shall endeavor to resolve any claim not resolved by negotiation by formal mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located unless another location is mutually agreed upon.

2. If the parties do not resolve a dispute through mediation pursuant to this Section, the method of binding dispute resolution shall be Arbitration pursuant to the terms and conditions set forth below.
3. If Consultant does not select a method of binding dispute resolution, or does not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.
4. Any claim not resolved by mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules then in effect. A demand for arbitration shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the arbitration. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. The party filing a notice of demand for arbitration must assert in the demand all claims then known to that party on which arbitration is permitted to be demanded and state the amount(s) claim. Any award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction. All demands for arbitration, and all answering statements thereto which include any monetary claim must contain a statement that the total sum or value in controversy as alleged by the party making such demand or answering statement is not more than \$2,000,000 exclusive of interest and costs. With respect to any demand (or counter-demand) in excess of such \$2,000,000 amount, the arbitration shall be before a panel of three arbitrators, at least one of which must be a design professional and one an attorney with expertise in construction law. With respect to any demand or counter-demand below such \$2,000,000 amount, the arbitration shall be before a single arbitrator, who must be an attorney with expertise in construction law.

K. Construction Administration

ENGINEER responsibilities under this Agreement do not include supervising construction means and methods or safety and jobsite protocols of the contractor performing the construction services; nor does it include supervision or control over contractor sequencing or scheduling of work.

L. Force Majeure

1. Neither party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) to the extent said failures or delays are proximately caused by causes beyond that party's reasonable control, including but not limited to (i) epidemic and or pandemic,

which prevents performance of the obligations hereunder or performance is limited or prohibited by reason of government administrative mandates or recommendation of health officials preventing the party to perform, (ii) acts of war, terrorism, civil unrest, or severe or unusual weather preventing timely performance, (iii) environmental conditions caused by unknown Hazardous Materials not known of at the date of this Agreement, (iv) strikes by suppliers or contractors, any of which cause the party to be unable to perform its obligations under the Agreement, provided that, as a condition to the claim of non-liability, the party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon.

2. Performance shall be delayed during the period of the occurrences and shall be reinstated upon the end of the event and performance shall be rescheduled taking into account the lost time and start up required to reasonably commence work again with a revised schedule as if the time period had not occurred but starting at the end of the Force Majeure. The party claiming Force Majeure shall provide written notice to the other party within five (5) business days of the occurrence and within two (2) business days of the termination. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

M. Engineer Indemnity

To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless OWNER, and Owner's officers, directors, members, partners, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of ENGINEER, or ENGINEER'S officers, directors, members, partners, employees, Subconsultants, or Engineer's Subcontractors in the performance of the Services, such indemnity not to exceed the coverage provided in the required insurance policies set forth in this Agreement.

N. Limitation of Liability

1. To the fullest extent permitted by law, OWNER and ENGINEER waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes. Such excluded damages

include but are not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods or services; and cost of capital.

2. Further, except for claims insured and paid under a policy of insurance ENGINEER is required to maintain under this Agreement, ENGINEER's total liability to OWNER for any claim or claims whatsoever, whether in contract, tort or equity, shall not exceed the total fee stipulated in this Agreement or \$25,000, whichever is less.

O. Notice

Unless otherwise specifically provided, all notices required or permitted by this Agreement will be in writing and will be delivered personally, or sent by facsimile or certified mail, return receipt requested, or overnight mail to the address set forth in this Agreement or such other address as designated in writing.

P. Miscellaneous

1. Survival: Subject to applicable law, all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
2. Severability: Any provision or part of this Agreement held to be void or unenforceable under any law will be deemed stricken, and all remaining provisions will continue to be valid and binding upon OWNER and ENGINEER.
3. No Waiver: A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.
4. Accrual of Claims: To the fullest extent permitted by law, all causes of action arising under this Agreement will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if ENGINEER's Services do not include construction phase services, or the Project is not completed, then no later than the ENGINEER's last provided Services under the Agreement.
5. In interpreting this Agreement, the fact that one of the Parties may have drafted it or any of its provisions shall not be given any weight or relevancy.

IN WITNESS THEREOF, the parties hereto have caused this AGREEMENT to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

For the OWNER:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Printed

\_\_\_\_\_  
Title

ATTEST:

\_\_\_\_\_

For the ENGINEER:

RJN GROUP, INC.

  
\_\_\_\_\_  
Name

Michael N. Young  
Printed

Sr. Vice President  
Title

Attachment A – Proposal for Professional Engineering Services, 2025 GIS Updates and Field Confirmation—Sewersheds B & C  
Attachment B – Electronic Data



## ATTACHMENT A

October 1, 2025

Ms. Epiphany Ramos  
Wastewater Operations Manager  
City of Bellevue  
8902 Cedar Island Road  
Bellevue, Nebraska 68147

**SUBJECT: PROPOSAL FOR PROFESSIONAL ENGINEERING SERVICES  
2025 GIS UPDATES AND FIELD CONFIRMATION – SEWERSHEDS B & C**

Dear Ms. Ramos:

RJN Group, Inc. (RJN) is pleased to submit this proposal to the City of Bellevue (City) for collecting sub-centimeter GPS points for sanitary manholes, and evaluating and updating the City's Geographic Information System (GIS) data in sewersheds B and C.

RJN, established in 1975, is a professional engineering consulting firm focused on providing innovative engineering solutions and field services. With more than 90% of our clients being municipalities and public utilities, and over 85% of our work focused on sewer collection systems, we are uniquely qualified for this project.

Since 2021, RJN has worked with the City of Bellevue and the Sarpy County GIS Department to improve their GIS asset inventory of sanitary structures and sewers. The City has their collection system mapped in GIS; however, much of the data currently in the system is legacy data that was converted from past AutoCAD and paper maps. The City uses GIS for asset management, work order management, and hydraulic models, so it is critical for the spatial and attribute information to be accurate. RJN's work started in the Whitted Creek area with a GIS gap analysis project, including the incorporation of data from plans and as-builts. In 2024, RJN started field data collection for areas with limited availability of as-built drawings, beginning with Sewershed K on the east side of Bellevue.

### Key Project Goals and Objectives

The primary goal of this project is to collect sub-centimeter GPS points and depth measurements, along with connected pipe materials, diameters, and depths for sanitary manholes in Sewersheds B and C currently missing this information in GIS (estimated quantity: 1700). This data will then be used to update the City's sanitary sewer GIS.

Sewershed B is the area upstream of the proposed RJN Flow Meter Site B, which is located at Manhole 25763 on South 25<sup>th</sup> Street, just north of Papillion Creek. This area includes approximately 72 miles of sanitary sewers in an area of approximately 6.44 square miles.

Sewershed C is the area upstream of the proposed RJN Flow Meter Site C, which is located at Manhole RJN-33232-A, near the intersection of Harlan Drive and Highway 370. This area includes approximately 16 miles of sanitary sewers in an area of approximately 1.36 square miles.

Portions of Sewersheds B and C were previously thought to be part of Sewershed K before field data collection determined correct connectivity and flow direction. As a result, data has already been collected and updated in GIS for these areas as part of the 2024 project. The proposed 2025 Project Area is comprised of the portions of Sewersheds B and C for which data has not yet been collected. Exhibit D shows the current boundaries of Sewersheds B and C, along with the areas already completed, and the proposed 2025 Project Area.

The proposed 2025 Project Area is generally bounded by Harrison Street to the north, Highway 370 to the south, Lincoln Road to the east, and Cedar Island Road to the west. This area includes approximately 76 miles of sanitary sewers in an area of approximately 7 square miles.

As data is collected in the field, RJN will incorporate these updates into GIS. A file geodatabase with the updated GIS data will be sent to the Sarpy County GIS Department at the conclusion of the project, or at intervals during the project as agreed upon by RJN, the City, and the County.

## ASSURING QUALITY AND SAFETY

### Quality Assurance

RJN is committed to providing **quality** deliverables. The completion of these inspections is critical in providing actionable results for the City. As collection system specialists, RJN has built data review processes that ensure that all data is accurate. Our engineers and field inspection crews hold industry-standard NASSCO certifications for defect coding, and are extensively trained on all field inspection tasks. RJN's internal Quality Control tools, as well as our corporate training and Quality Assurance processes in place, will ensure that the program will provide value for the City.

### Safety

As an employee-owned firm, RJN's commitment to the **safety** of our employees, City staff, and the public is paramount. RJN demonstrates that commitment to safety in our internally developed and audited safety program where our goal is to have all field staff, engineers, and project managers "RJN Safety Certified." Every project follows RJN's health and safety guidelines when completing any field work.


## PRICE AND SCHEDULE SUMMARY

This project will be invoiced on a unit price and time & materials basis for a total not-to-exceed fee of \$290,000. RJN will complete the study within 12 months of an Agreement. Complete Scope of Services, Pricing, and Schedules are provided in the following exhibits:

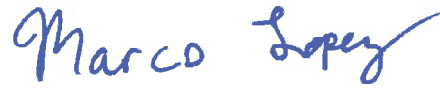
- Exhibit A – Scope of Services
- Exhibit B – Pricing
- Exhibit C – Schedule
- Exhibit D – Maps

We are looking forward to the opportunity to work with the City of Bellevue on this important project. It is our pleasure to submit this proposal to you. Please feel free to contact Randy Brodner at 219.629.1791 or Marco Lopez at 224.612.3042 if you would like to discuss this proposal or have any questions.

Sincerely,



Randy Brodner, P.E.  
Vice President  
(219) 629-1791



Marco Lopez  
Senior GIS Analyst  
(224) 612-3042

 **EXHIBIT A**  
**SCOPE OF SERVICES**

---

RJN is proposing the following scope of services to collect sub-centimeter GPS points for sanitary manholes, and evaluate and update the City’s Geographic Information System (GIS) data in Sewersheds B and C.

### GIS SERVICES

1. Project Preparation & Virtual Kickoff Meeting
  - a. Meet virtually with the City’s Wastewater Department and the Sarpy County GIS Department to discuss the overall goals and expectations of the project, and additional resources available for review.
  - b. Receive and review current sanitary system file geodatabase from Sarpy County GIS Department
  
2. Project Status Meetings
  - a. Conduct periodic virtual meetings with City and County to discuss the status of field work and GIS updates resulting from collected data
  
3. GIS Updates
  - a. Use data collected by RJN field crews to update the location and connectivity of structures and sewers in GIS, as well as the attributes listed below.
    - i. Pipe attribute data to be updated:
      1. Diameter
      2. Material
      3. Upstream and downstream invert elevations
    - ii. Structure attribute data to be updated:
      1. Depth
      2. Rim elevation
      3. Invert elevation
      4. Wall material
  
4. Summary Deliverables
  - a. Summarize the work completed and recommend next steps in a Summary Memorandum for the City.
  - b. Provide updated file geodatabase to the Sarpy County GIS Department
  
5. Project Management
  - a. Provide project management services including invoicing, scope, schedule, and fee tracking, and closeout services.

## FIELD SERVICES

1. Survey Grade GPS and Structure Data Collection
  - a. Collect survey grade (sub-centimeter) X, Y, and Z coordinates of sanitary manholes.
  - b. Structures will be opened, and structure depth, wall material, and connected pipe data (connected structure, pipe depth, pipe diameter and pipe material) will be collected from the surface as able.
  - c. Two photos of the structure will be collected
    - i. Area
    - ii. Topside (with north up)
  - d. The collected data will be delivered in the horizontal coordinate system NAD 1983 StatePlane Nebraska and the vertical coordinate system NAVD 1988. Control/localization points shall be occupied as a quality control check, relocalization/recalibration on those points may be necessary. GPS metadata including longitude/latitude and post-processed horizontal accuracy will also be included.
  
2. Difficult Survey Grade GPS and Structure Data Collection
  - a. Data collection that requires additional effort. For example: more than 15 minutes to collect a GPS point and data for that structure, difficult to access, require a remote inspection, etc.
    - i. Data collected will be the same as the standard Survey Grade GPS and Structure Data Collection task described above.

## ITEMS REQUESTED FROM THE CITY

1. Assistance in coordinating with the Sarpy County GIS Department in obtaining the City sanitary geodatabases and background GIS information.
2. As-built drawings, historical atlases, and other information for review to update GIS.
3. Access to sanitary structures for inspection.
4. Assistance locating or opening seized/buried manholes as required.
5. Assistance with traffic control in high traffic areas, as necessary.

**rjn** EXHIBIT B  
PRICING

Pricing for the 2025 GIS Updates and Field Confirmation – Sewersheds B & C project is as follows:

Pricing Terms for Invoicing: Unit Price/ Time & Materials

Not-To-Exceed Total Cost: \$290,000

**COST SCHEDULE**

Task	Unit Price	Units	Fee
Survey Grade GPS and Structure Data Collection	\$130/Unit	1400 Units	\$182,000
Difficult Survey Grade GPS and Structure Data Collection	\$150/Unit	300 Units	\$45,000
GIS Updates from Field Collected Data	T & M		\$45,000
Summary Deliverables	T & M		\$5,000
Project Management and Administration	T & M		\$13,000

**NOTES:**

- Rates are valid through September 30, 2026
- If the structure is unable to be accessed or located, the City will be charged for 50% of the unit rate. If the structure is made accessible, and RJN is able to complete the structure data collection, the City will be charged for the remaining 50% of the unit rate.
- RJN vehicle use will be billed at \$2/mile.
- Direct expenses will be billed at cost plus 10%.

### HOURLY RATE SCHEDULE

	Classification	2025-2026 Rates*
<b>PD</b>	Project Director	\$270.00
<b>SPM</b>	Senior Project Manager	\$240.00
<b>PM</b>	Project Manager	\$200.00
<b>SCM</b>	Sr. Construction Manager	\$180.00
<b>CM</b>	Construction Manager	\$170.00
<b>CO</b>	Construction Observer	\$150.00
<b>SPE</b>	Senior Project Engineer	\$175.00
<b>PE</b>	Project Engineer	\$160.00
<b>EI</b>	Engineer I	\$145.00
<b>GSS</b>	GIS Specialist	\$140.00
<b>GIS</b>	GIS Analyst	\$125.00
<b>SDA</b>	Senior Data Analyst	\$140.00
<b>DA</b>	Data Analyst	\$120.00
<b>FM</b>	Field Manager	\$125.00
<b>FS</b>	Field Supervisor	\$115.00
<b>FT</b>	Field Technician	\$105.00
<b>AS</b>	Administrative Support	\$115.00
	<i>*Rates valid through 9/30/2026.</i>	

### PROPOSAL OPTION

This Proposal can be amended to include additional work upon joint approval by the City and RJN.

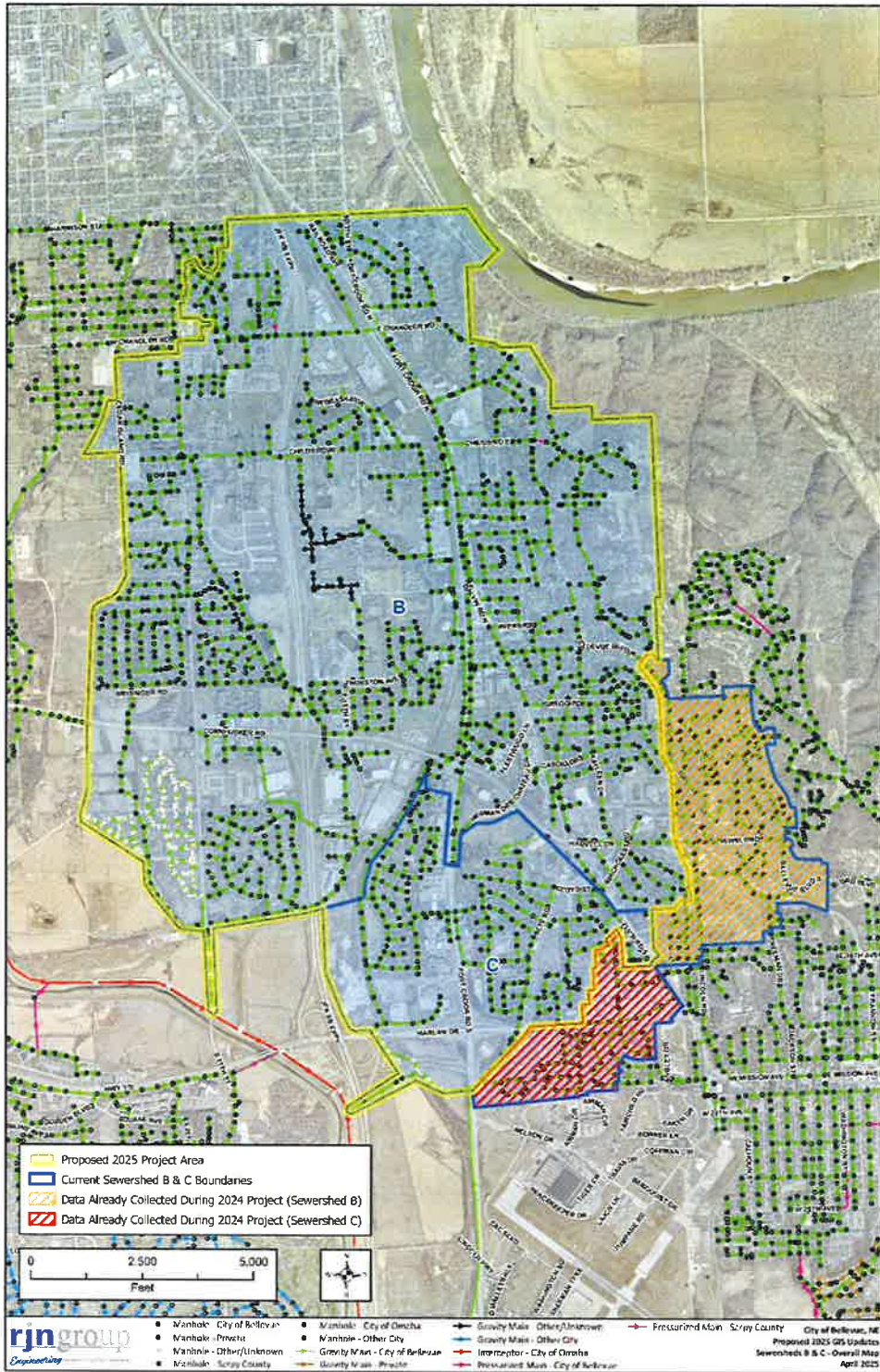
**rjn** EXHIBIT C  
**PROPOSED SCHEDULE**

RJN is prepared to start work immediately upon an Agreement.

Task	Timeline
Kickoff Meeting	Within three weeks of an Agreement.
Project Status Meetings	First Project Status Meeting within two months of Kickoff Meeting
Field Work	Field Work to start within one month of Kickoff Meeting. Field Work to be completed within eight months of starting.
Summary Deliverables	Within six weeks of field work completion.



# EXHIBIT D PROJECT AREA MAP



## ATTACHMENT B– ELECTRONIC DATA

**D.1** The parties recognize that Work Product, including drawings, specifications and three-dimensional modeling (such as Building Information Models) and other Work Product an documents may be transmitted among OWNER, ENGINEER and their respective subcontractors and subconsultants, and others and others in electronic media as an alternative to paper hard copies (collectively “**Electronic Data**”).

### **Transmission of Electronic Data.**

**D.2.1** OWNER and ENGINEER shall agree upon the software and the format for the transmission of Electronic Data. Each party shall be responsible for securing the legal rights to access the agreed-upon format, including, if necessary, obtaining appropriately licensed copies of the applicable software or electronic program to display, interpret and/or generate the Electronic Data.

**D.2.2** Neither party makes any representations or warranties to the other with respect to the functionality of the software or computer program associated with the electronic transmission of Work Product. Unless specifically set forth in the Agreement, ownership of the Electronic Data does not include ownership of the software or computer program with which it is associated, transmitted, generated or interpreted.

**D.2.3** By transmitting Work Product in electronic form, the transmitting party does not transfer or assign its rights in the Work Product. The rights in the Electronic Data shall be as set forth in Article 4 of the Agreement. Under no circumstances shall the transfer of ownership of Electronic Data be deemed to be a sale by the transmitting party of tangible goods.

## **Electronic Data Protocol.**

**D.3.1** The parties acknowledge that Electronic Data may be altered or corrupted, intentionally or otherwise, due to occurrences beyond their reasonable control or knowledge, including but not limited to compatibility issues with user software, manipulation by the recipient, errors in transcription or transmission, machine error, environmental factors, and operator error. Consequently, the parties understand that there is some level of increased risk in the use of Electronic Data for the communication of design and construction information and, in consideration of this, agree, and shall require their independent contractors, Subcontractors and Design Consultants to agree, to the following protocols, terms and conditions set forth in this Section 12.3.

**D.3.2** Electronic Data will be transmitted in the format agreed upon in Section 12.2.1 above, including file conventions and document properties, unless prior arrangements are made in advance in writing.

**D.3.3** The Electronic Data represents the information at a particular point in time and is subject to change. Therefore, the parties shall agree upon protocols for notification by the author to the recipient of any changes which may thereafter be made to the Electronic Data, which protocol shall also address the duty, if any, to update such information, data or other information contained in the electronic media if such information changes prior to Final Completion of the Project.

**D.3.4** The transmitting party specifically disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, with respect to the media transmitting the Electronic Data. However, transmission of the Electronic Data via electronic means shall not invalidate or negate any duties pursuant to the applicable standard of care with respect to the creation of the Electronic Data, unless such data is materially changed or altered after it is transmitted to the receiving party, and the transmitting party did not participate in such change or alteration.

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16h.  
10/21/2025

COUNCIL MEETING DATE: <b>October 21, 2025</b>		SUBMITTED BY: <b>David Goedecken-Public Works Director</b>	
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:

Concrete work replaced at 1510 Wall St.

SYNOPSIS/BACKGROUND:

Replacing deteriorating concrete on the north side and entry way of police dept.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: <input type="text"/>	COUNTER-PARTY: <input type="text" value="Best Cut Lawn Care Inc."/>	INTERLOCAL AGREEMENT: <input type="text"/>
CONTRACT DESCRIPTION: <input type="text"/>		
CONTRACT EFFECTIVE DATE: <input type="text"/>	CONTRACT TERM: <input type="text"/>	CONTRACT END DATE: <input type="text"/>
PROJECT NAME: <input type="text"/>		
START DATE: <input type="text"/>	END DATE: <input type="text"/>	PAYMENT DATE: <input type="text"/>
INSURANCE REQUIRED: <input type="text"/>		
CIP PROJECT NAME: <input type="text"/>	CIP PROJECT NUMBER: <input type="text"/>	
STREET DISTRICT NAME (S): <input type="text"/>	STREET DISTRICT NUMBER (S): <input type="text"/>	
ACCOUNTING DISTRIBUTION CODE: <input type="text"/>	ACCOUNT NUMBER: <input type="text"/>	

RECOMMENDATION:

Mayor and council to approve the concrete work to be done at 1510 Wall St.

ATTACHMENTS:

1. <input type="text" value="Estimate quote"/>	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:


# ESTIMATE

Best Cut Lawn Care Inc.  
6540 Russell Emmett Ct  
Papillion, NE 68133-3456

clintwilson@gmail.com  
+1 (402) 290-6581  
Bestcutlawncaireinc.com

**Bill to**  
Tracy Niemier  
City of Bellevue Ne

**Ship to**  
Tracy Niemier  
City of Bellevue Ne

## Estimate details

Estimate no.: 1052

Estimate date: 06/08/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Concrete	1510 Wall st behind police station remove 30x18 in front of the garage door	540	\$1.50	\$810.00
2.		Concrete	Concrete remove 10x7 north side of garage	70	\$1.50	\$105.00
3.		Concrete	Concrete 184x16 main run remove	2944	\$1.50	\$4,416.00
4.		Concrete	Concrete remove 27x20 in front of dumpster	540	\$1.50	\$810.00
5.		Concrete	Concrete remove 30x10 main run side of building north to south	300	\$1.50	\$450.00
6.		Concrete	Concrete front of police entrance remove 12x12 and 8x20	304	\$1.50	\$456.00
7.		Concrete	Concrete pour back and pined 4750sqft and 6 inches thick	4750	\$10.00	\$47,500.00
8.		Concrete	Concrete saw cut in front of curb	1	\$1,000.00	\$1,000.00
9.		caulk	caulk the joints	1	\$2,500.00	\$2,500.00
					<b>Total</b>	<b>\$58,047.00</b>

Accepted date \_\_\_\_\_ Accepted by \_\_\_\_\_

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16i.  
10/21/2025

COUNCIL MEETING DATE: October 21, 2025		SUBMITTED BY: David Goedeken, PE - PW 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:

240109 - CIP26 ST(04) M146(338B) Mission Ave Reconstruction & Streetscape - Acquisition of Temporary Easements

SYNOPSIS/BACKGROUND:

Midwest Right-of-Way has provided documentation for the requested acquisitions, easements and cost breakdown for the Mission Ave Reconstruction & Streetscape Project. This group of Acquisitions are for the following TRACTS: 13, 15, and 16 in the amount of \$910.00. The complete documentation for each TRACT is available upon request.

FISCAL IMPACT:: YES  \$910.00 BUDGETED FUNDS?: YES  GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: 240109 - CIP26 ST(04) M146(338B) Mission Ave Reconstruction & Streetscape

CONTRACT EFFECTIVE DATE:  CONTRACT TERM:  CONTRACT END DATE:

PROJECT NAME: 240109 - CIP26 ST(04) M146(338B) Mission Ave Reconstruction & Streetscape

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

CIP PROJECT NAME: M146(338B) Mission Ave Reconstruction & Streetscape CIP PROJECT NUMBER: ST(04)

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

ACCOUNTING DISTRIBUTION CODE: 6243 ACCOUNT NUMBER: 10-15-6243

RECOMMENDATION:

Recommend the City Council review and recommend the Mayor to approve the Acquisition of Temporary Easements for the Mission Ave Reconstruction & Streetscape for TRACTS: 13, 15, and 16 in the amount of \$910.00

ATTACHMENTS:

1. MWROW Cover Letter	2. Statement of Just Compensation	3. Temporary Easements
4. <input type="checkbox"/>	5. <input type="checkbox"/>	6. <input type="checkbox"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:





09/25/25

John Krager  
City of Bellevue  
1510 Wall Street  
Bellevue, Nebraska 68005

RE: City of Bellevue, Nebraska  
Mission Avenue Improvements  
Project # M146 (388B)  
Tract #13

Dear Mr. Krager:

Enclosed are executed copies of the Temporary Easement for Tract 13, Gregory A. Sokolik Jr.. The authorized representative of the City of Bellevue will need to sign all copies of each contract. One signed original is to be kept by the City of Bellevue and placed in the completed file. The second original should be sent with payment to the property owner.

**Please send an original executed Temporary Easement Contract and a check in amount of \$290.00 made payable to:**

**Gregory A. Sokolik Jr.  
1520 Applewood Drive  
Papillion, Nebraska 68133**

Please e-mail copies of the signed contracts, recorded documents, and a copy of the payment to [kroegers@midwestrow.com](mailto:kroegers@midwestrow.com) to be included in the electronic file for audit purposes. If you have any questions, please contact us at 402-955-2900.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Jim Abbott'.

Jim Abbott  
Acquisition Agent

Enclosures

Agency: City of Bellevue, Nebraska  
Project No.: M146 (388B)  
Tract No.: 13

**STATEMENT OF JUST COMPENSATION**

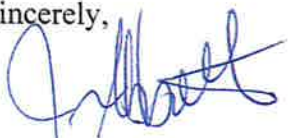
The City of Bellevue, in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, requires that the City of Bellevue, Nebraska's Right-of-Way Agent, upon his/her first visit of negotiating; provide the owner of real property, Gregory A. Sokolik Jr., with this written statement of Just Compensation made to acquire the property.

This offer will be made in the amount not less than the Waiver Valuation of the property involved and will include a summary of the basis for the amount established as just compensation for:

Temporary Easement: 206 SF x \$7.00/SF x 10% x 2 Years	\$	<u>290.00</u> ®
	\$	<u>          </u>
<b>Total Amount Offered</b>	\$	<u>290.00</u>

This written statement represents the City of Bellevue, Nebraska's offer made in an amount not less than the waiver valuation of the property.

This offer is being made on the 26 day of August, 2025, and the total amount of this offer is \$290.00.

Sincerely,  


Jim Abbott  
Right of Way Agent

**TEMPORARY CONSTRUCTION EASEMENT**

PROJECT: City of Bellevue, Nebraska - Mission Avenue Improvements  
PROJECT # M146 (388B) TRACT: 13

**KNOW ALL MEN BY THESE PRESENTS:**

That GREGORY A. SOKOLIK JR., a SINGLE PERSON

herein called "Grantor", whether one or more, record owner of the real property hereinafter described, for and in consideration of the sum of **TWO HUNDRED NINETY and NO/100 DOLLARS, (\$290.00)**, duly paid, the receipt whereof is hereby acknowledged, does hereby GRANT, REMISE and RELINQUISH unto the **CITY of BELLEVUE, NEBRASKA**, its successors and assigns, herein called "Grantee", the RIGHT, PRIVILEGE and EASEMENT to use and occupy temporarily, during the initial construction, reconstruction, maintenance, operation, and replacement of grading and sidewalk reconstruction related to roadway improvements within reasonable construction standards and appurtenances thereto belonging, over and through the following described real property, to-wit:

**SEE ATTACHED TEMPORARY EASEMENT EXHIBIT**

As a further consideration of this grant, the Parties herein agrees as follows:

1. The Grantor confirms that it is well seized in fee of the Easement Areas, that it has the lawful authority and right to grant and convey this Easement in the manner and form aforesaid, and that it will warrant and defend this Easement against the lawful claims and demands made by all persons. If any other party shall hold any encumbrance against the aforementioned property at the time of commencement of this Easement, Grantor shall be solely responsible for delivering any payments which may be due and owing as a result of such encumbrance and shall indemnify, defend, and hold harmless Grantee from and against any losses, costs, damages, liens, claims, liabilities, or expenses (including but not limited to reasonable attorneys' fees, court costs and disbursements) incurred by Grantee related to claims raised by such party or parties holding such encumbrance.
2. It is understood and agreed that the above-described area shall be used for grading and reconstruction purposes necessary to restore the property to a usable condition, not for the parking, storage or servicing of construction equipment.
3. It is further understood and agreed that in the event fences, driveways or permanent buildings of the Grantor are removed or damaged by the Grantee's agents during the initial construction, the Grantee will cause the said improvement on the property hereinabove described to be repaired and restored to a condition fully equal to that existing before construction operations were commenced.
4. That immediately following the initial construction hereinabove referred to, the Grantee will cause to be removed from the property hereinabove described, all debris, all surplus material and construction equipment and leave the premises in a neat and presentable condition.
5. That the right, privilege and easement herein granted for temporary construction use of those portions of the said property as may lie inside the boundaries of the aforesaid temporary easement shall cease and terminate immediately following the completion of construction on said property, final inspection and acceptance of the grading and sidewalk reconstruction related to roadway improvements, or two years after commencement of construction on said property, whichever occurs first.
6. This instrument, and the covenants and agreements herein contained, shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors and assigns of the respective parties. Each party hereby represents and warrants to the other party that the execution of this Agreement is duly authorized and constitutes a legal, valid and binding obligation of said party.

7. The Grantor warrants that no verbal or written representations or inducements have been made or given by the Grantee or by any of its officers, agents or employees, other than as may be recited in this document. This document is the full and final agreement between the parties. Any amendment to this easement shall be made in writing, signed by both parties.
8. The easement shall be governed by the laws of the State of Nebraska. Any action brought hereunder shall be brought in the State courts of Sarpy County, Nebraska.

***[SIGNATURE PAGE TO FOLLOW]***

EXECUTED by the Owner this 18 day of September, 2025.

INDIVIDUAL ACKNOWLEDGMENT

OWNER(S):

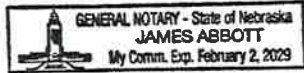
Gregory A. Sokolik Jr.  
GREGORY A SOKOLIK JR.

STATE OF NEBRASKA )  
 ) SS  
COUNTY OF SARPY )

Dated this 18 day of September, 2025, before me, a General Notary Public duly commissioned and qualified, personally came Gregory A Sokolik Jr.

to me known to be the identical person(s) whose name(s) affixed to the foregoing instrument as owner(s) and acknowledged the same to be a voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year above written.  
(S E A L)



James Abbott  
NOTARY PUBLIC

EXECUTED by the City this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

BUYER: CITY OF BELLEVUE, NEBRASKA

BY: \_\_\_\_\_

STATE OF NEBRASKA )  
 ) SS  
COUNTY OF SARPY )

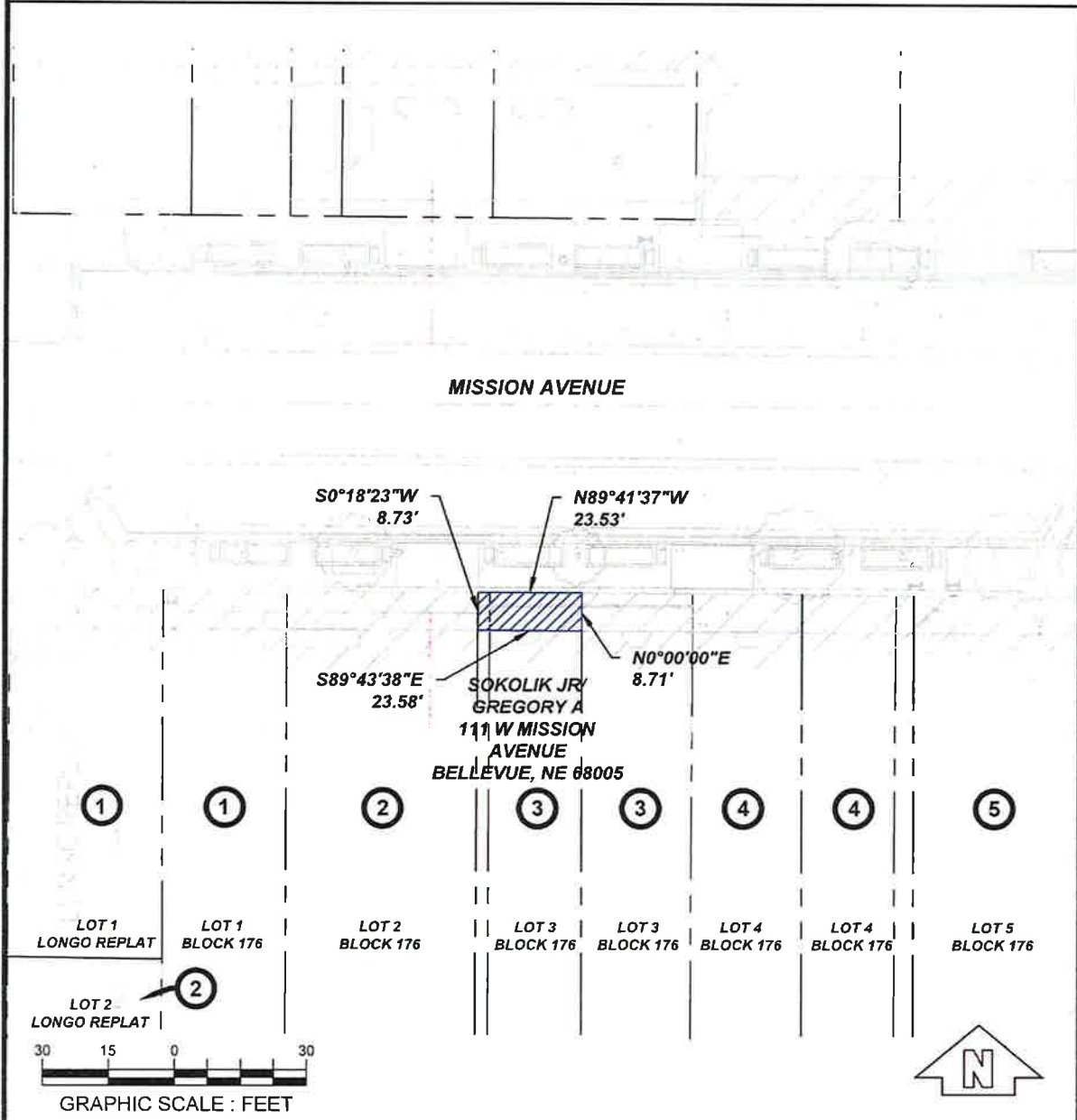
Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me, a General Notary Public, duly commissioned and qualified, personally came \_\_\_\_\_

the authorized representative of the City of Bellevue, Nebraska, to me known to be the identical person(s) whose name(s) affixed to the foregoing instrument as buyer(s) and acknowledged the same to be a voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.  
(S E A L)

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

# EXHIBIT 1



## CITY OF BELLEVUE - PUBLIC WORKS DEPARTMENT

Owner(s): Gregory A Sokolik Jr.  Parcel Address: 111 W Mission Avenue Bellevue, NE 68005	<div style="display: flex; align-items: center;">          TEMPORARY EASEMENT: _____ 206 S.F.       </div> <hr/> Project No. M146 (388B)
Project Name: Mission Avenue Improvements	
Tract No.: <u>13</u>	Date Prepared: <u>02/28/2025</u>
Revision Date(s): _____	Page 2 of 2

TRACT 13



09/25/25

John Krager  
City of Bellevue  
1510 Wall Street  
Bellevue, Nebraska 68005

RE: City of Bellevue, Nebraska  
Mission Avenue Improvements  
Project # M146 (388B)  
Tract #15

Dear Mr. Krager:

Enclosed are executed copies of the Temporary Easement for Tract 15, Greg A. Sokolik. The authorized representative of the City of Bellevue will need to sign all copies of each contract. One signed original is to be kept by the City of Bellevue and placed in the completed file. The second original should be sent with payment to the property owner.

**Please send an original executed Temporary Easement Contract and a check in amount of \$310.00 made payable to:**

**Greg A. Sokolik  
1520 Applewood Drive  
Papillion, Nebraska 68133**

Please e-mail copies of the signed contracts, recorded documents, and a copy of the payment to [kroegers@midwestrow.com](mailto:kroegers@midwestrow.com) to be included in the electronic file for audit purposes. If you have any questions, please contact us at 402-955-2900.

Sincerely,

Jim Abbott  
Acquisition Agent

Enclosures

Agency: City of Bellevue, Nebraska  
Project No.: M146 (388B)  
Tract No.: 15

**STATEMENT OF JUST COMPENSATION**

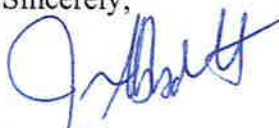
The City of Bellevue, in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, requires that the City of Bellevue, Nebraska's Right-of-Way Agent, upon his/her first visit of negotiating; provide the owner of real property, **Greg A. Sokolik**, with this written statement of Just Compensation made to acquire the property.

This offer will be made in the amount not less than the Waiver Valuation of the property involved and will include a summary of the basis for the amount established as just compensation for:

Temporary Easement: 217 SF x \$7.00/SF x 10% x 2 Years	\$	<u>310.00</u> ®
	\$	<u>                    </u>
<b>Total Amount Offered</b>	\$	<u>310.00</u>

This written statement represents the City of Bellevue, Nebraska's offer made in an amount not less than the waiver valuation of the property.

This offer is being made on the 26 day of Aug, 2025, and the total amount of this offer is **\$310.00**.

Sincerely,  
  
Jim Abbott  
Right of Way Agent

**TEMPORARY CONSTRUCTION EASEMENT**

PROJECT: City of Bellevue, Nebraska - Mission Avenue Improvements  
PROJECT # M146 (388B) TRACT: 15

**KNOW ALL MEN BY THESE PRESENTS:**

That GREG A. SOKOLIK, a *Single Person*

herein called "Grantor", whether one or more, record owner of the real property hereinafter described, for and in consideration of the sum of **THREE HUNDRED TEN and NO/100 DOLLARS, (\$310.00)**, duly paid, the receipt whereof is hereby acknowledged, does hereby GRANT, REMISE and RELINQUISH unto the **CITY of BELLEVUE, NEBRASKA**, its successors and assigns, herein called "Grantee", the RIGHT, PRIVILEGE and EASEMENT to use and occupy temporarily, during the initial construction, reconstruction, maintenance, operation, and replacement of grading and sidewalk reconstruction related to roadway improvements within reasonable construction standards and appurtenances thereto belonging, over and through the following described real property, to-wit:

**SEE ATTACHED TEMPORARY EASEMENT EXHIBIT**

As a further consideration of this grant, the Parties herein agrees as follows:

1. The Grantor confirms that it is well seized in fee of the Easement Areas, that it has the lawful authority and right to grant and convey this Easement in the manner and form aforesaid, and that it will warrant and defend this Easement against the lawful claims and demands made by all persons. If any other party shall hold any encumbrance against the aforementioned property at the time of commencement of this Easement, Grantor shall be solely responsible for delivering any payments which may be due and owing as a result of such encumbrance and shall indemnify, defend, and hold harmless Grantee from and against any losses, costs, damages, liens, claims, liabilities, or expenses (including but not limited to reasonable attorneys' fees, court costs and disbursements) incurred by Grantee related to claims raised by such party or parties holding such encumbrance.
2. It is understood and agreed that the above-described area shall be used for grading and reconstruction purposes necessary to restore the property to a usable condition, not for the parking, storage or servicing of construction equipment.
3. It is further understood and agreed that in the event fences, driveways or permanent buildings of the Grantor are removed or damaged by the Grantee's agents during the initial construction, the Grantee will cause the said improvement on the property hereinabove described to be repaired and restored to a condition fully equal to that existing before construction operations were commenced.
4. That immediately following the initial construction hereinabove referred to, the Grantee will cause to be removed from the property hereinabove described, all debris, all surplus material and construction equipment and leave the premises in a neat and presentable condition.
5. That the right, privilege and easement herein granted for temporary construction use of those portions of the said property as may lie inside the boundaries of the aforesaid temporary easement shall cease and terminate immediately following the completion of construction on said property, final inspection and acceptance of the grading and sidewalk reconstruction related to roadway improvements, or two years after commencement of construction on said property, whichever occurs first.
6. This instrument, and the covenants and agreements herein contained, shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors and assigns of the respective parties. Each party hereby represents and warrants to the other party that the execution of this Agreement is duly authorized and constitutes a legal, valid and binding obligation of said party.

7. The Grantor warrants that no verbal or written representations or inducements have been made or given by the Grantee or by any of its officers, agents or employees, other than as may be recited in this document. This document is the full and final agreement between the parties. Any amendment to this easement shall be made in writing, signed by both parties.
8. The easement shall be governed by the laws of the State of Nebraska. Any action brought hereunder shall be brought in the State courts of Sarpy County, Nebraska.

***[SIGNATURE PAGE TO FOLLOW]***

EXECUTED by the Owner this 18 day of September, 2025.

INDIVIDUAL ACKNOWLEDGMENT

OWNER(S):

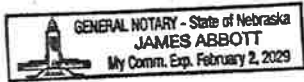
Greg A. Sokolik  
GREG A. SOKOLIK

STATE OF NEBRASKA )  
 ) SS  
COUNTY OF SARPY )

Dated this 18 day of September, 2025, before me, a General Notary Public duly commissioned and qualified, personally came Greg A. Sokolik

to me known to be the identical person(s) whose name(s) affixed to the foregoing instrument as owner(s) and acknowledged the same to be a voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year above written.  
(S E A L)



James Abbott  
NOTARY PUBLIC

EXECUTED by the City this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

BUYER: CITY OF BELLEVUE, NEBRASKA

BY: \_\_\_\_\_

STATE OF NEBRASKA )  
 ) SS  
COUNTY OF SARPY )

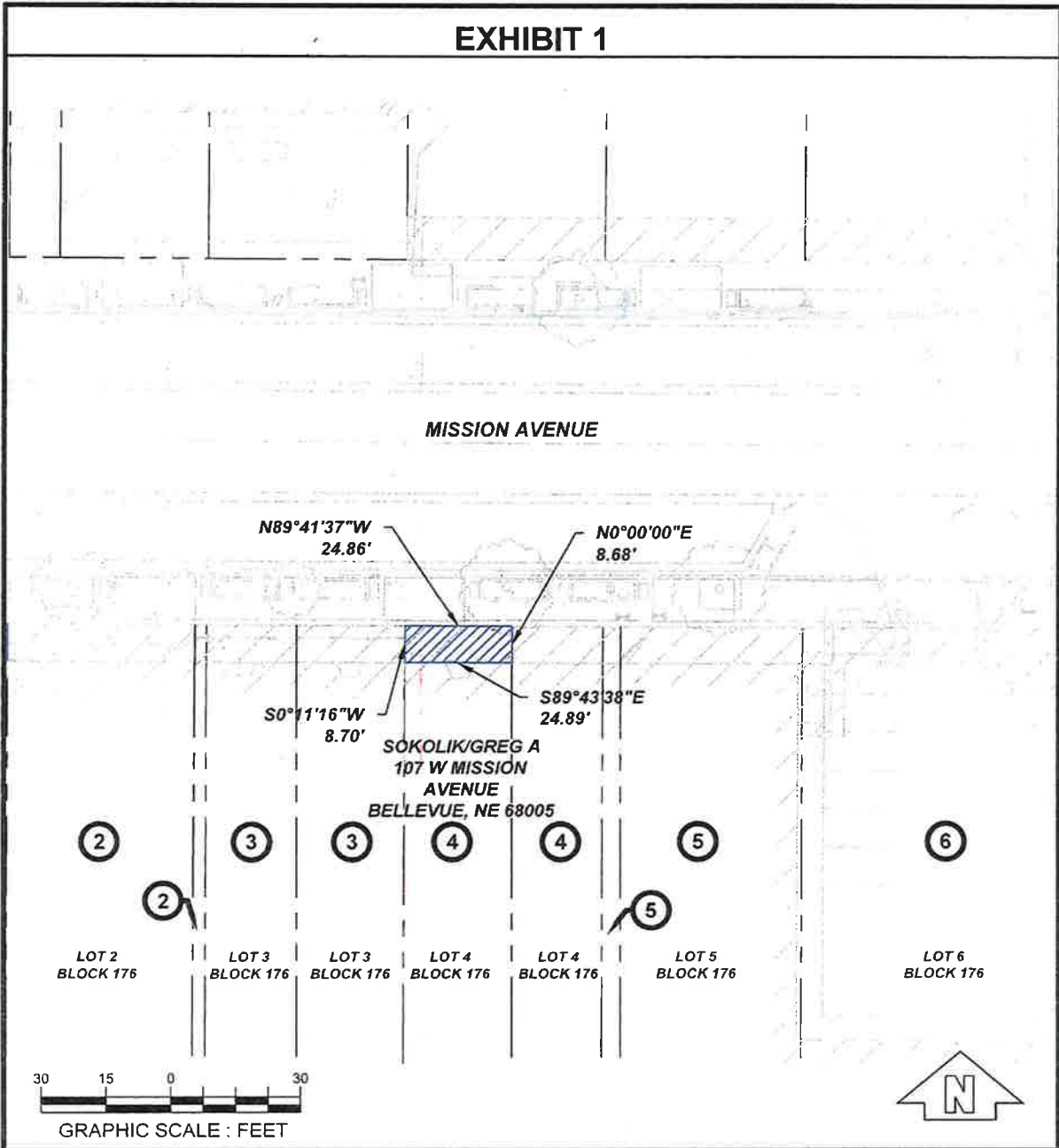
Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me, a General Notary Public, duly commissioned and qualified, personally came \_\_\_\_\_

the authorized representative of the City of Bellevue, Nebraska, to me known to be the identical person(s) whose name(s) affixed to the foregoing instrument as buyer(s) and acknowledged the same to be a voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.  
(S E A L)

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

# EXHIBIT 1



## CITY OF BELLEVUE - PUBLIC WORKS DEPARTMENT

Owner(s): Greg A Sokolik Parcel: 107 W Mission Avenue Address: Bellevue, NE 68005	<div style="display: flex; align-items: center;"> <span>TEMPORARY EASEMENT: _____ 217 S.F.</span> </div> Project No. M146 (388B) Project Name: Mission Avenue Improvements
Tract No.: <u>15</u> Date Prepared: <u>03/04/2025</u>	Revision Date(s): _____    Page 2 of 2

TRACT 15



09/25/25

John Krager  
City of Bellevue  
1510 Wall Street  
Bellevue, Nebraska 68005

RE: City of Bellevue, Nebraska  
Mission Avenue Improvements  
Project # M146 (388B)  
Tract #16

Dear Mr. Krager:

Enclosed are executed copies of the Temporary Easement for Tract 16, Greg A. Sokolik. The authorized representative of the City of Bellevue will need to sign all copies of each contract. One signed original is to be kept by the City of Bellevue and placed in the completed file. The second original should be sent with payment to the property owner.

**Please send an original executed Temporary Easement Contract and a check in amount of \$310.00 made payable to:**

**Greg A. Sokolik  
1520 Applewood Drive  
Papillion, Nebraska 68133**

Please e-mail copies of the signed contracts, recorded documents, and a copy of the payment to [kroegers@midwestrow.com](mailto:kroegers@midwestrow.com) to be included in the electronic file for audit purposes. If you have any questions, please contact us at 402-955-2900.

Sincerely,

Jim Abbott  
Acquisition Agent

Enclosures

Agency: City of Bellevue, Nebraska  
Project No.: M146 (388B)  
Tract No.: 16

**STATEMENT OF JUST COMPENSATION**

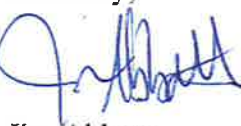
The City of Bellevue, in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, requires that the City of Bellevue, Nebraska's Right-of-Way Agent, upon his/her first visit of negotiating; provide the owner of real property, Greg A. Sokolik, with this written statement of Just Compensation made to acquire the property.

This offer will be made in the amount not less than the Waiver Valuation of the property involved and will include a summary of the basis for the amount established as just compensation for:

Temporary Easement: 217 SF x \$7.00/SF x 10% x 2 Years	\$	<u>310.00</u> ®
	\$	<u>                    </u>
<b>Total Amount Offered</b>	\$	<u>310.00</u>

This written statement represents the City of Bellevue, Nebraska's offer made in an amount not less than the waiver valuation of the property.

This offer is being made on the 26 day of Aug, 2025, and the total amount of this offer is \$310.00.

Sincerely,  


Jim Abbott  
Right of Way Agent

**TEMPORARY CONSTRUCTION EASEMENT**

PROJECT: City of Bellevue, Nebraska - Mission Avenue Improvements  
PROJECT # M146 (388B) TRACT: 16

**KNOW ALL MEN BY THESE PRESENTS:**

That GREG A. SOKOLIK, a Single Person

herein called "Grantor", whether one or more, record owner of the real property hereinafter described, for and in consideration of the sum of **THREE HUNDRED TEN and NO/100 DOLLARS, (\$310.00)**, duly paid, the receipt whereof is hereby acknowledged, does hereby GRANT, REMISE and RELINQUISH unto the **CITY of BELLEVUE, NEBRASKA**, its successors and assigns, herein called "Grantee", the RIGHT, PRIVILEGE and EASEMENT to use and occupy temporarily, during the initial construction, reconstruction, maintenance, operation, and replacement of grading and sidewalk reconstruction related to roadway improvements within reasonable construction standards and appurtenances thereto belonging, over and through the following described real property, to-wit:

**SEE ATTACHED TEMPORARY EASEMENT EXHIBIT**

As a further consideration of this grant, the Parties herein agrees as follows:

1. The Grantor confirms that it is well seized in fee of the Easement Areas, that it has the lawful authority and right to grant and convey this Easement in the manner and form aforesaid, and that it will warrant and defend this Easement against the lawful claims and demands made by all persons. If any other party shall hold any encumbrance against the aforementioned property at the time of commencement of this Easement, Grantor shall be solely responsible for delivering any payments which may be due and owing as a result of such encumbrance and shall indemnify, defend, and hold harmless Grantee from and against any losses, costs, damages, liens, claims, liabilities, or expenses (including but not limited to reasonable attorneys' fees, court costs and disbursements) incurred by Grantee related to claims raised by such party or parties holding such encumbrance.
2. It is understood and agreed that the above-described area shall be used for grading and reconstruction purposes necessary to restore the property to a usable condition, not for the parking, storage or servicing of construction equipment.
3. It is further understood and agreed that in the event fences, driveways or permanent buildings of the Grantor are removed or damaged by the Grantee's agents during the initial construction, the Grantee will cause the said improvement on the property hereinabove described to be repaired and restored to a condition fully equal to that existing before construction operations were commenced.
4. That immediately following the initial construction hereinabove referred to, the Grantee will cause to be removed from the property hereinabove described, all debris, all surplus material and construction equipment and leave the premises in a neat and presentable condition.
5. That the right, privilege and easement herein granted for temporary construction use of those portions of the said property as may lie inside the boundaries of the aforesaid temporary easement shall cease and terminate immediately following the completion of construction on said property, final inspection and acceptance of the grading and sidewalk reconstruction related to roadway improvements, or two years after commencement of construction on said property, whichever occurs first.
6. This instrument, and the covenants and agreements herein contained, shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors and assigns of the respective parties. Each party hereby represents and warrants to the other party that the execution of this Agreement is duly authorized and constitutes a legal, valid and binding obligation of said party.

7. The Grantor warrants that no verbal or written representations or inducements have been made or given by the Grantee or by any of its officers, agents or employees, other than as may be recited in this document. This document is the full and final agreement between the parties. Any amendment to this easement shall be made in writing, signed by both parties.
8. The easement shall be governed by the laws of the State of Nebraska. Any action brought hereunder shall be brought in the State courts of Sarpy County, Nebraska.

***[SIGNATURE PAGE TO FOLLOW]***

EXECUTED by the Owner this 18 day of September, 2025.

INDIVIDUAL ACKNOWLEDGMENT

OWNER(S):

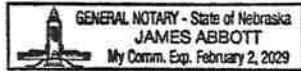
Greg A Sokolik  
GREG A. SOKOLIK

STATE OF NEBRASKA )  
 ) SS  
COUNTY OF SARPY )

Dated this 18 day of September, 2025, before me, a General Notary Public duly commissioned and qualified, personally came Greg A. Sokolik

to me known to be the identical person(s) whose name(s) affixed to the foregoing instrument as owner(s) and acknowledged the same to be a voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year above written.  
(S E A L)



James Abbott  
NOTARY PUBLIC

EXECUTED by the City this \_\_\_\_ day of \_\_\_\_\_, 2025.

BUYER: CITY OF BELLEVUE, NEBRASKA

BY: \_\_\_\_\_

STATE OF NEBRASKA )  
 ) SS  
COUNTY OF SARPY )

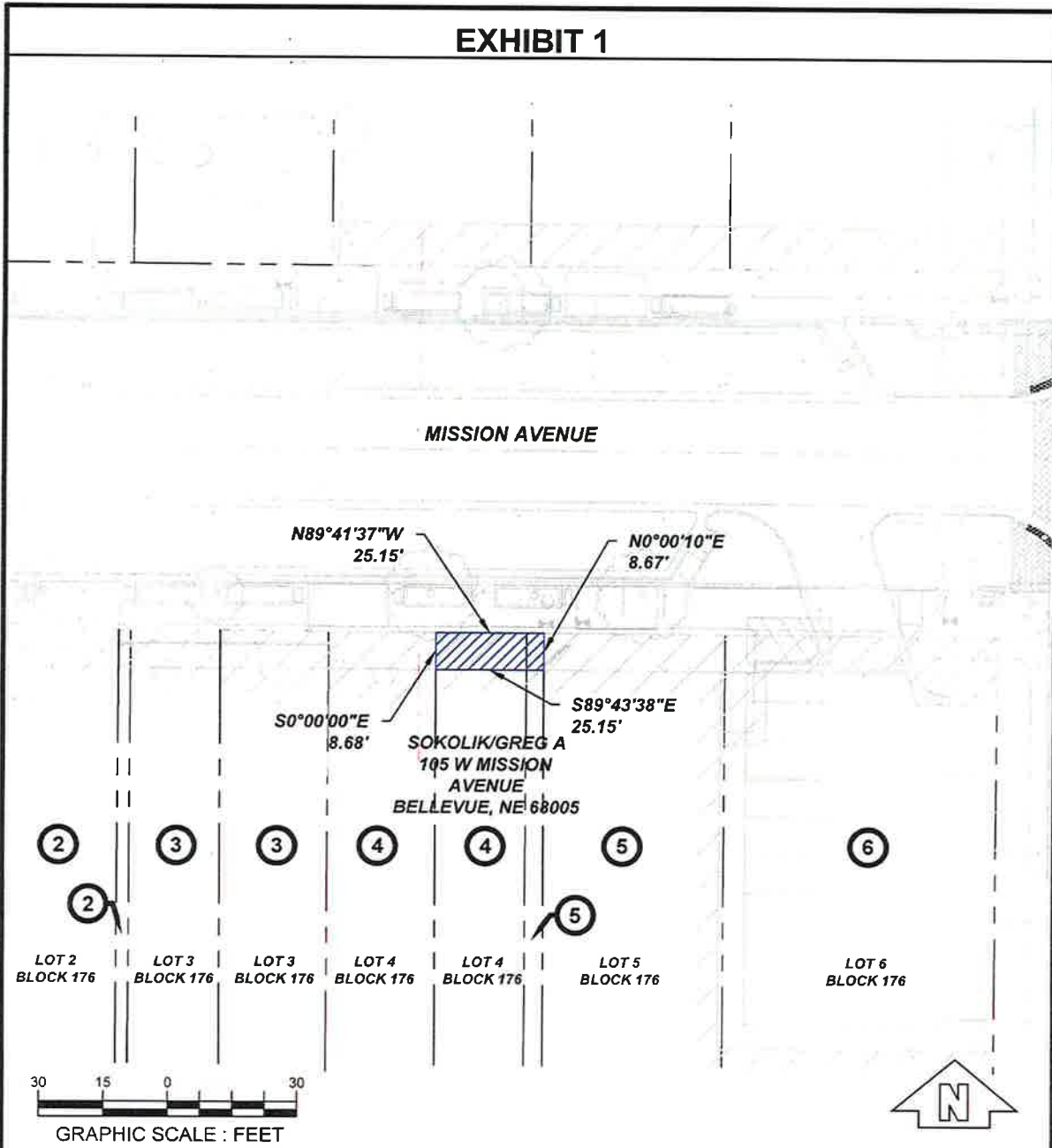
Dated this \_\_\_\_ day of \_\_\_\_\_, 2025, before me, a General Notary Public, duly commissioned and qualified, personally came \_\_\_\_\_

the authorized representative of the City of Bellevue, Nebraska, to me known to be the identical person(s) whose name(s) affixed to the foregoing instrument as buyer(s) and acknowledged the same to be a voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.  
(S E A L)

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

# EXHIBIT 1



CITY OF BELLEVUE - PUBLIC WORKS DEPARTMENT			
Owner(s): Greg A Sokolik		TEMPORARY EASEMENT: <u>219</u> S.F.	
Parcel Address: 105 W Mission Avenue Bellevue, NE 68005		Project No. M146 (388B)	
		Project Name: Mission Avenue Improvements	
Tract No.: <u>16</u>	Date Prepared: <u>03/04/2025</u>	Revision Date(s):	Page 2 of 2

**TRACT 16**

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16j.  
10/21/2025

COUNCIL MEETING DATE: Oct 21, 2025		SUBMITTED BY: David Goedeken, PE - PW 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:

240124 CIP26 ST(06) M146(271A) Whitted Creek 25th St Lynnwood to Blackhawk - Acquisition of Temporary Easements

SYNOPSIS/BACKGROUND:

Midwest Right-of-Way has provided documentation for the requested acquisitions, easements and cost breakdown for the Whitted Creek 25th St Lynnwood to Blackhawk project. This group of Acquisitions are for the following TRACTS: 6, 14, 22, and 26 in the amount of \$13,640.00. Complete documentation for each TRACT is available upon request.

FISCAL IMPACT:: \$13,640.00 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: 240124 CIP26 ST(06) M146(271A) Whitted Creek 25th St Lynnwood to Blackhawk		
CONTRACT EFFECTIVE DATE:	CONTRACT TERM:	CONTRACT END DATE:
PROJECT NAME: 240124 CIP26 ST(06) M146(271A) Whitted Creek 25th St Lynnwood to Blackhawk		
START DATE:	END DATE:	PAYMENT DATE:
INSURANCE REQUIRED: NO		
CIP PROJECT NAME: Whitted Creek 25th St Lynnwood to Blackhawk	CIP PROJECT NUMBER: ST (06)	
STREET DISTRICT NAME (S):	STREET DISTRICT NUMBER (S): ST (06)	
ACCOUNTING DISTRIBUTION CODE: 6243	ACCOUNT NUMBER: 10-15-6243	

RECOMMENDATION:

Recommend the City Council review and recommend the Mayor to approve the Acquisition of Temporary Easements for the CIP26 ST(06) Whitted Creek 25th St Lynnwood to Blackhawk project for TRACTS: 6, 14, 22, and 24 in the amount of \$13,640.00.

ATTACHMENTS:

1. MWROW Cover Letter
2. Statement of Just Compensation
3. Temporary Easements
- 4.
- 5.
- 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*Donna Phillips*  
\_\_\_\_\_  
*Theresa...*  
\_\_\_\_\_  
*David Goedeken*  
\_\_\_\_\_

\*REVISED 1/2024



September 23, 2025

John Krager  
City of Bellevue  
1510 Wall Street  
Bellevue, Nebraska 68005

RE: City of Bellevue, Nebraska  
Whitted Creek - 25<sup>th</sup> Street, Lynwood to Blackhawk  
Project # BPW-240124  
Tract #6

Dear Mr. Krager:

Enclosed are executed copies of the Temporary Construction Easement for Tract 6, Clifton E. Stovall and Sheila R. Holloway-Stovall. The authorized representative of the City of Bellevue, Nebraska will need to sign all copies of each contract. One signed original is to be kept by the City of Bellevue, Nebraska and placed in the completed file. The second original should be sent with payment to the property owner.

**Please send an original executed Temporary Construction Easement Contract and a check in amount of \$2,010.00 made payable to:**

**Sheila R. Holloway-Stovall  
13102 South 24<sup>th</sup> Street  
Bellevue, Nebraska 68123**

Please e-mail copies of the signed contracts, recorded documents, and a copy of the payment to [kroegers@midwestrow.com](mailto:kroegers@midwestrow.com) to be included in the electronic file for audit purposes. If you have any questions, please contact us at 402-955-2900.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Denny Bliss'.

Denny Bliss  
Acquisition Agent

Enclosures

Agency: City of Bellevue, Nebraska  
Project No.: BPW-240124  
Tract No.: 6

**STATEMENT OF JUST COMPENSATION**

The City of Bellevue, in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, requires that the City of Bellevue, Nebraska's Right-of-Way Agent, upon his/her first visit of negotiating; provide the owner of real property, **Clifton E. Stovall and Sheila R. Holloway-Stovall**, with this written statement of Just Compensation made to acquire the property.

This offer will be made in the amount not less than the appraised fair market value of the property involved and will include a summary of the basis for the amount established as just compensation for:

Temporary Easement: 645 SF x \$7.00/SF x 10% x 2 Years	\$	<u>910.00</u> ®
Fence Damages: Wood Fence	\$	<u>1,100.00</u>
<b>Total Amount Offered</b>		<b>\$ <u>2,010.00</u></b>

This written statement represents the City of Bellevue, Nebraska's offer made in an amount not less than the appraised valuation of the property.

This offer is being made on the 28 day of JULY, 2025, and the total amount of this offer is **\$2,010.00**.

Sincerely,



Denny Bliss  
Right of Way Agent

TEMPORARY CONSTRUCTION EASEMENT

TRACT 6

PROJECT: City of Bellevue, Nebraska - Whitted Creek 25<sup>th</sup> Street Lynwood to Blackhawk  
PROJECT # BPW-240124

TRACT: 6

**KNOW ALL MEN BY THESE PRESENTS:**

That CLIFTON E. STOVALL and SHEILA R. HOLLOWAY-STOVALL, as Joint Tenants with Right of Survivorship and not as Tenants in Common, herein called "Grantor", whether one or more, record owner of the real property hereinafter described, for and in consideration of the sum of TWO THOUSAND, TEN and NO/100 DOLLARS, (\$2,010.00), duly paid, the receipt whereof is hereby acknowledged, does hereby GRANT, REMISE and RELINQUISH unto the CITY of BELLEVUE, NEBRASKA, its successors and assigns, herein called "Grantee", the RIGHT, PRIVILEGE and EASEMENT to use and occupy temporarily, during the initial construction, reconstruction, and grading within reasonable construction standards and appurtenances thereto belonging, over and through the following described real property, to-wit:

**SEE ATTACHED TEMPORARY EASEMENT EXHIBIT**

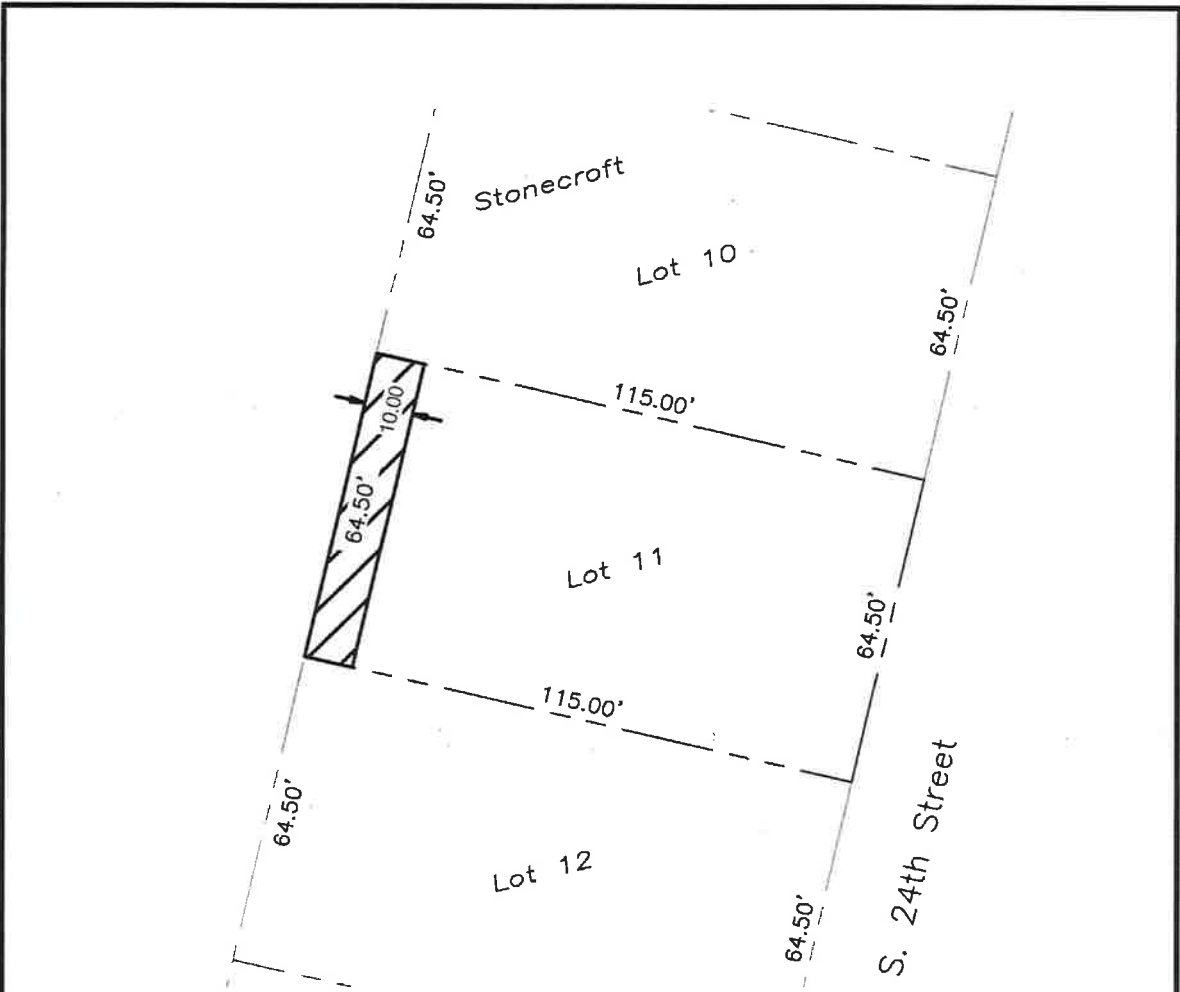
As a further consideration of this grant, the Parties herein agrees as follows:

1. The Grantor confirms that it is well seized in fee of the Easement Areas, that it has the lawful authority and right to grant and convey this Easement in the manner and form aforesaid, and that it will warrant and defend this Easement against the lawful claims and demands made by all persons. If any other party shall hold any encumbrance against the aforementioned property at the time of commencement of this Easement, Grantor shall be solely responsible for delivering any payments which may be due and owing as a result of such encumbrance and shall indemnify, defend, and hold harmless Grantee from and against any losses, costs, damages, liens, claims, liabilities, or expenses (including but not limited to reasonable attorneys' fees, court costs and disbursements) incurred by Grantee related to claims raised by such party or parties holding such encumbrance.
2. It is understood and agreed that the above-described area shall be used for grading and reconstruction purposes necessary to restore the property to a usable condition, not for the parking, storage or servicing of construction equipment.
3. It is further understood and agreed that in the event fences, driveways or permanent buildings of the Grantor are removed or damaged by the Grantee's agents during the initial construction, the Grantee will cause the said improvement on the property hereinabove described to be repaired and restored to a condition fully equal to that existing before construction operations were commenced.
4. That immediately following the initial construction hereinabove referred to, the Grantee will cause to be removed from the property hereinabove described, all debris, all surplus material and construction equipment and leave the premises in a neat and presentable condition.
5. That the right, privilege and easement herein granted for temporary construction use of those portions of the said property as may lie inside the boundaries of the aforesaid temporary easement shall cease and terminate immediately following the completion of construction on said property, final inspection and acceptance of the grading and sidewalk reconstruction related to roadway improvements, or two years after commencement of construction on said property, whichever occurs first.
6. This instrument, and the covenants and agreements herein contained, shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors and assigns of the respective parties. Each party hereby represents and warrants to the other party that the execution of this Agreement is duly authorized and constitutes a legal, valid and binding obligation of said party.

7. The Grantor warrants that no verbal or written representations or inducements have been made or given by the Grantee or by any of its officers, agents or employees, other than as may be recited in this document. This document is the full and final agreement between the parties. Any amendment to this easement shall be made in writing, signed by both parties.
8. The easement shall be governed by the laws of the State of Nebraska. Any action brought hereunder shall be brought in the State courts of Sarpy County, Nebraska.

***[SIGNATURE PAGE TO FOLLOW]***





**Legal Description - Temporary Easement**

A PARCEL OF LAND LOCATED IN LOT 11, STONECROFT, AS SURVEYED, PLATTED & RECORDED IN SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 10.00 FEET OF SAID LOT 11 CONTAINING 645 SQUARE FEET, MORE OR LESS.



**Lot 11 - Stonecroft**



TEMPORARY EASEMENT: 645 S.F.

TRACT NO.: 06

PROJECT NO.: 24-2773

PREPARE DATE: 03/12/25

REVISION DATE: \_\_\_\_\_

**TRACT 6**



September 26, 2025

John Krager  
City of Bellevue  
1510 Wall Street  
Bellevue, Nebraska 68005

RE: City of Bellevue, Nebraska  
Whitted Creek - 25<sup>th</sup> Street, Lynwood to Blackhawk  
Project # BPW-240124  
Tract #14

Dear Mr. Krager:

Enclosed are executed copies of the Temporary Easement for Tract 14, Frederick J. and Pok Nam Gannon. The authorized representative of the City of Bellevue will need to sign all copies of each contract. One signed original is to be kept by the City of Bellevue and placed in the completed file. The second original should be sent with payment to the property owner.

**Please send an original executed Temporary Easement Contract and a check in amount of \$4,740.00 made payable to:**

**Frederick J. Gannon and Pok Nam Gannon  
13206 South 24<sup>th</sup> Street  
Bellevue, Nebraska 68123**

Please e-mail copies of the signed contracts, recorded documents, and a copy of the payment to [cschescke@midwestrow.com](mailto:cschescke@midwestrow.com) to be included in the electronic file for audit purposes. If you have any questions, please contact us at 402-955-2900.

Sincerely,

Caleb Schescke  
Acquisition Agent

Enclosures

Agency: City of Bellevue, Nebraska  
Project No.: BPW-240124  
Tract No.: 14

**STATEMENT OF JUST COMPENSATION**

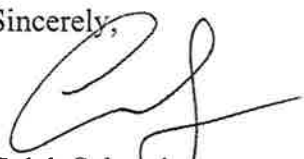
The City of Bellevue, in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, requires that the City of Bellevue, Nebraska's Right-of-Way Agent, upon his/her first visit of negotiating; provide the owner of real property, **Frederick J. and Pok Nam Gannon**, with this written statement of Just Compensation made to acquire the property.

This offer will be made in the amount not less than the appraised fair market value of the property involved and will include a summary of the basis for the amount established as just compensation for:

Temporary Easement: 739 SF x \$7.00/SF x 10% x 2 Years	\$ <u>1,040.00</u> ®
Fence Damages: Chain Link Fence	\$ <u>1,200.00</u>
Cost to Cure: Move Shed	\$ <u>2,500.00</u>
<b>Total Amount Offered</b>	<b>\$ <u>4,740.00</u></b>

This written statement represents the City of Bellevue, Nebraska's offer made in an amount not less than the appraised valuation of the property.

This offer is being made on the 23<sup>rd</sup> day of July, 2025, and the total amount of this offer is **\$4,740.00**.

Sincerely,  
  
Caleb Schescke  
Right of Way Agent

TEMPORARY CONSTRUCTION EASEMENT

PROJECT: City of Bellevue, Nebraska - Whitted Creek 25th Street Lynwood to Blackhawk  
PROJECT # BPW-240124 TRACT: 14

KNOW ALL MEN BY THESE PRESENTS:

That **FREDERICK J. GANNON and POK NAM GANNON, Husband and Wife**, herein called "Grantor", whether one or more, record owner of the real property hereinafter described, for and in consideration of the sum of **FOUR THOUSAND, SEVEN HUNDRED FORTY and NO/100 DOLLARS, (\$4,740.00)**, duly paid, the receipt whereof is hereby acknowledged, does hereby GRANT, REMISE and RELINQUISH unto the **CITY of BELLEVUE, NEBRASKA**, its successors and assigns, herein called "Grantee", the RIGHT, PRIVILEGE and EASEMENT to use and occupy temporarily, during the initial construction, reconstruction, and grading within reasonable construction standards and appurtenances thereto belonging, over and through the following described real property, to-wit:

SEE ATTACHED TEMPORARY EASEMENT EXHIBIT

As a further consideration of this grant, the Parties herein agrees as follows:

1. The Grantor confirms that it is well seized in fee of the Easement Areas, that it has the lawful authority and right to grant and convey this Easement in the manner and form aforesaid, and that it will warrant and defend this Easement against the lawful claims and demands made by all persons. If any other party shall hold any encumbrance against the aforementioned property at the time of commencement of this Easement, Grantor shall be solely responsible for delivering any payments which may be due and owing as a result of such encumbrance and shall indemnify, defend, and hold harmless Grantee from and against any losses, costs, damages, liens, claims, liabilities, or expenses (including but not limited to reasonable attorneys' fees, court costs and disbursements) incurred by Grantee related to claims raised by such party or parties holding such encumbrance.
2. It is understood and agreed that the above-described area shall be used for grading and reconstruction purposes necessary to restore the property to a usable condition, not for the parking, storage or servicing of construction equipment.
3. It is further understood and agreed that in the event fences, driveways or permanent buildings, not located in the public right of way, of the Grantor are removed or damaged by the Grantee's agents during the initial construction, the Grantee will cause the said improvement on the property hereinabove described to be repaired and restored to a condition fully equal to that existing before construction operations were commenced.
4. That immediately following the initial construction hereinabove referred to, the Grantee will cause to be removed from the property hereinabove described, all debris, all surplus material and construction equipment and leave the premises in a neat and presentable condition.
5. That the right, privilege and easement herein granted for temporary construction use of those portions of the said property as may lie inside the boundaries of the aforesaid temporary easement shall cease and terminate immediately following the completion of construction on said property, final inspection and acceptance of the grading and construction related to improvements, or two years after commencement of construction on said property, whichever occurs first.
6. This instrument, and the covenants and agreements herein contained, shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors and assigns of the respective parties. Each party hereby represents and warrants to the other party that the execution of this Agreement is duly authorized and constitutes a legal, valid and binding obligation of said party.
7. The Grantor warrants that no verbal or written representations or inducements have been made or given by the Grantee or by any of its officers, agents or employees, other than as

may be recited in this document. This document is the full and final agreement between the parties. Any amendment to this easement shall be made in writing, signed by both parties.

8. The easement shall be governed by the laws of the State of Nebraska. Any action brought hereunder shall be brought in the State courts of Sarpy County, Nebraska.

***[SIGNATURE PAGE TO FOLLOW]***

EXECUTED by the Owner this 25<sup>th</sup> day of September, 2025.

INDIVIDUAL ACKNOWLEDGMENT

OWNER(S):

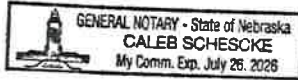
*Frederick J. Gannon*  
FREDERICK J. GANNON

*Pok Nam Gannon*  
POK NAM GANNON

STATE OF NEBRASKA )  
 ) SS  
COUNTY OF SARPY )

Dated this 25<sup>th</sup> day of September, 2025, before me, a General Notary Public duly commissioned and qualified, personally came Frederick J. Gannon and Pok Nam Gannon to me known to be the identical person(s) whose name(s) affixed to the foregoing instrument as owner(s) and acknowledged the same to be a voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year above written.  
(SEAL)



*Caleb Schescke*  
NOTARY PUBLIC

EXECUTED by the City this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

BUYER: CITY OF BELLEVUE, NEBRASKA

BY: \_\_\_\_\_

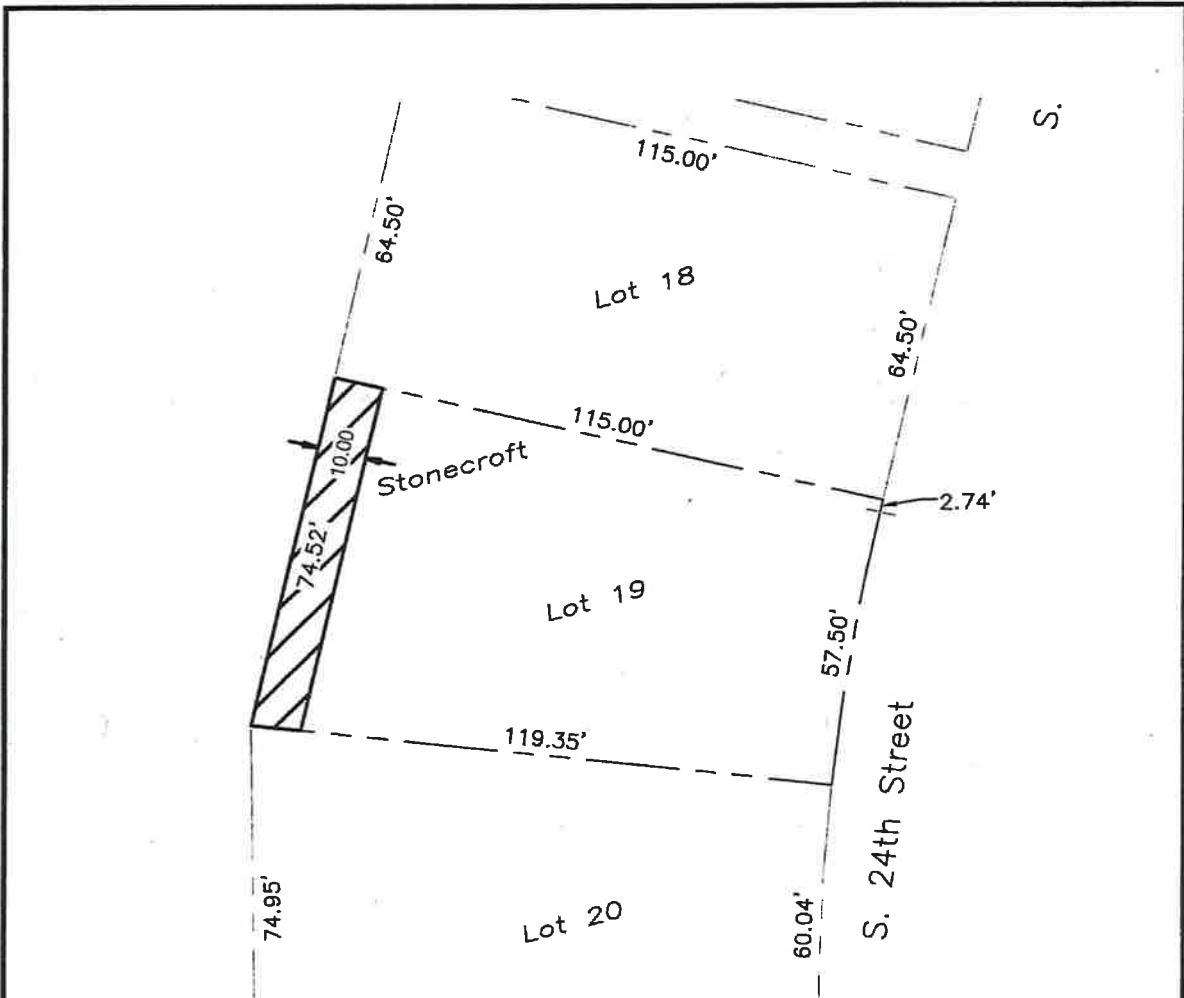
STATE OF NEBRASKA )  
 ) SS  
COUNTY OF SARPY )

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me, a General Notary Public, duly commissioned and qualified, personally came \_\_\_\_\_

\_\_\_\_\_ the authorized representative of the City of Bellevue, Nebraska, to me known to be the identical person(s) whose name(s) affixed to the foregoing instrument as buyer(s) and acknowledged the same to be a voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written:  
(SEAL)

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



**Legal Description - Temporary Easement**

A PARCEL OF LAND LOCATED IN LOT 19, STONECROFT, AS SURVEYED, PLATTED & RECORDED IN SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 10.00 FEET OF SAID LOT 19 CONTAINING 739 SQUARE FEET, MORE OR LESS.



**Lot 19 - Stonecroft**

	TEMPORARY EASEMENT: <u>739</u> S.F.	TRACT NO.: <u>14</u>	PROJECT NO.: <u>24-2773</u>
		PREPARE DATE: <u>03/14/25</u>	REVISION DATE: _____

**TRACT 14**



September 17, 2025

John Krager  
City of Bellevue  
1510 Wall Street  
Bellevue, Nebraska 68005

RE: City of Bellevue, Nebraska  
Whitted Creek - 25<sup>th</sup> Street, Lynwood to Blackhawk  
Project # BPW-240124  
Tract #22

Dear Mr. Krager:

Enclosed are executed two (2) copies of the Temporary Easement for Tract 22, Brandi Kawula (f/k/a Brandi Greenfelder). The authorized representative of the City of Bellevue, Nebraska will need to sign both copies of the easement. One signed original is to be kept by the City of Bellevue, Nebraska and placed in the completed file. The second original should be sent with payment to the property owner.

**Please send an original executed Temporary Easement Contract and a check in amount of \$3,055.00 made payable to:**

**Brandi Kawula  
13302 South 24<sup>th</sup> Street  
Bellevue, Nebraska 68123**

Please e-mail copies of the signed contracts, recorded documents, and a copy of the payment to [kroegers@midwestrow.com](mailto:kroegers@midwestrow.com) to be included in the electronic file for audit purposes. If you have any questions, please contact us at 402-955-2900.

Sincerely,

Chris Wayne  
Acquisition Agent

Enclosures

Agency: City of Bellevue, Nebraska  
Project No.: BPW-240124  
Tract No.: 22

**STATEMENT OF JUST COMPENSATION**

The City of Bellevue, in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, requires that the City of Bellevue, Nebraska's Right-of-Way Agent, upon his/her first visit of negotiating; provide the owner of real property, **Brandi Kawula**, with this written statement of Just Compensation made to acquire the property.

This offer will be made in the amount not less than the appraised fair market value of the property involved and will include a summary of the basis for the amount established as just compensation for:

Temporary Easement: 645 SF x \$7.00/SF x 10% x 2 Years	\$ <u>910.00 ®</u>
Fence Damages: Remove and Replace	\$ <u>2,145.00 ®</u>
	\$ _____
<b>Total Amount Offered</b>	<b>\$ <u>\$3,055.00</u></b>

This written statement represents the City of Bellevue, Nebraska's offer made in an amount not less than the appraised valuation of the property.

This offer is being made on the 2<sup>nd</sup> day of September, 2025, and the total amount of this offer is **\$3,055.00**.

Sincerely,

  
Chris Wayne  
Right of Way Agent

**TEMPORARY CONSTRUCTION EASEMENT**

**PROJECT:** City of Bellevue, Nebraska - Whitted Creek 25<sup>th</sup> Street Lynwood to Blackhawk  
**PROJECT #** BPW-240124 **TRACT:** 22

**KNOW ALL MEN BY THESE PRESENTS:**

That **BRANDI KAWULA a/k/a Brandi Greenfelder, a widowed person**, herein called "Grantor", whether one or more, record owner of the real property hereinafter described, for and in consideration of the sum of **THREE THOUSAND FIFTY-FIVE and NO/100 DOLLARS, (\$3,055.00)**, duly paid, the receipt whereof is hereby acknowledged, does hereby GRANT, REMISE and RELINQUISH unto the **CITY of BELLEVUE, NEBRASKA**, its successors and assigns, herein called "Grantee", the RIGHT, PRIVILEGE and EASEMENT to use and occupy temporarily, during the initial construction, reconstruction, and grading within reasonable construction standards and appurtenances thereto belonging, over and through the following described real property, to-wit:

**SEE ATTACHED TEMPORARY EASEMENT EXHIBIT**

As a further consideration of this grant, the Parties herein agrees as follows:

1. The Grantor confirms that it is well seized in fee of the Easement Areas, that it has the lawful authority and right to grant and convey this Easement in the manner and form aforesaid, and that it will warrant and defend this Easement against the lawful claims and demands made by all persons. If any other party shall hold any encumbrance against the aforementioned property at the time of commencement of this Easement, Grantor shall be solely responsible for delivering any payments which may be due and owing as a result of such encumbrance and shall indemnify, defend, and hold harmless Grantee from and against any losses, costs, damages, liens, claims, liabilities, or expenses (including but not limited to reasonable attorneys' fees, court costs and disbursements) incurred by Grantee related to claims raised by such party or parties holding such encumbrance.
2. It is understood and agreed that the above-described area shall be used for grading and reconstruction purposes necessary to restore the property to a usable condition, not for the parking, storage or servicing of construction equipment.
3. It is further understood and agreed that in the event fences, driveways or permanent buildings, not located in the public right of way, of the Grantor are removed or damaged by the Grantee's agents during the initial construction, the Grantee will cause the said improvement on the property hereinabove described to be repaired and restored to a condition fully equal to that existing before construction operations were commenced.
4. That immediately following the initial construction hereinabove referred to, the Grantee will cause to be removed from the property hereinabove described, all debris, all surplus material and construction equipment and leave the premises in a neat and presentable condition.
5. That the right, privilege and easement herein granted for temporary construction use of those portions of the said property as may lie inside the boundaries of the aforesaid temporary easement shall cease and terminate immediately following the completion of construction on said property, final inspection and acceptance of the grading and construction related to improvements, or two years after commencement of construction on said property, whichever occurs first.
6. This instrument, and the covenants and agreements herein contained, shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors and assigns of the respective parties. Each party hereby represents and warrants to the other party that the execution of this Agreement is duly authorized and constitutes a legal, valid and binding obligation of said party.
7. The Grantor warrants that no verbal or written representations or inducements have been made or given by the Grantee or by any of its officers, agents or employees, other than as

may be recited in this document. This document is the full and final agreement between the parties. Any amendment to this easement shall be made in writing, signed by both parties.

8. The easement shall be governed by the laws of the State of Nebraska. Any action brought hereunder shall be brought in the State courts of Sarpy County, Nebraska.

***[SIGNATURE PAGE TO FOLLOW]***

EXECUTED by the Owner this 9<sup>th</sup> day of September, 2025.

INDIVIDUAL ACKNOWLEDGMENT

OWNER(S):

Brandi Kawula  
BRANDI KAWULA  
a/k/a Brandi Greenfelder

STATE OF NEBRASKA )  
 ) SS  
COUNTY OF SARPY )

Dated this 9<sup>th</sup> day of September, 2025, before me, a General Notary Public duly commissioned and qualified, personally came Brandi Kawula a/k/a Brandi Greenfelder to me known to be the identical person(s) whose name(s) affixed to the foregoing instrument as owner(s) and acknowledged the same to be a voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year above written.  
(S E A L)



Christopher A. Wayne  
NOTARY PUBLIC

EXECUTED by the City this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

BUYER: CITY OF BELLEVUE, NEBRASKA

BY: \_\_\_\_\_

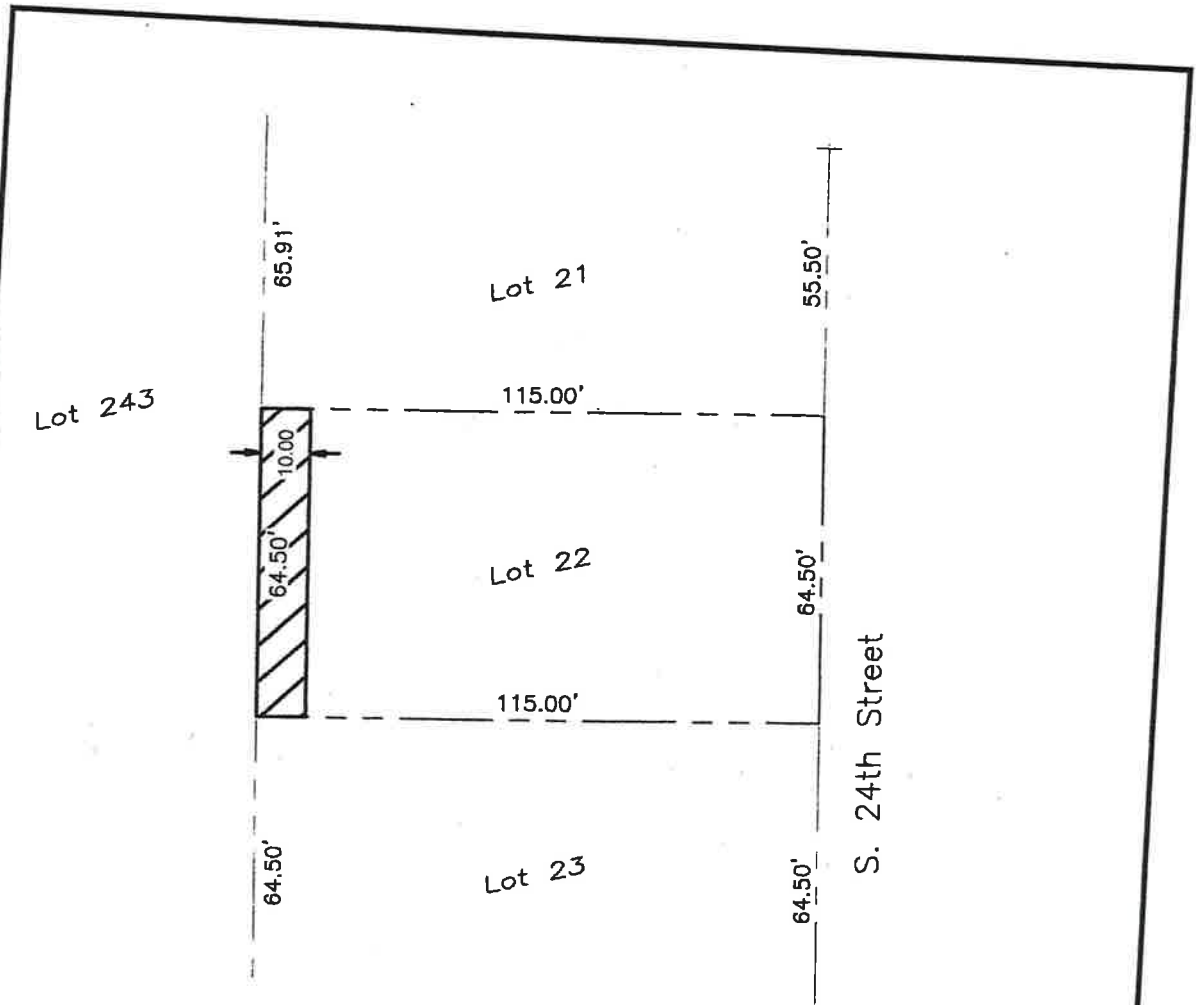
STATE OF NEBRASKA )  
 ) SS  
COUNTY OF SARPY )

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me, a General Notary Public, duly commissioned and qualified, personally came \_\_\_\_\_

the authorized representative of the City of Bellevue, Nebraska, to me known to be the identical person(s) whose name(s) affixed to the foregoing instrument as buyer(s) and acknowledged the same to be a voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.  
(S E A L)

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



**Legal Description - Temporary Easement**

A PARCEL OF LAND LOCATED IN LOT 22, STONECROFT, AS SURVEYED, PLATTED & RECORDED IN SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 10.00 FEET OF SAID LOT 22 CONTAINING 645 SQUARE FEET, MORE OR LESS.



**Lot 22 - Stonecroft**

	TEMPORARY EASEMENT: <u>645</u> S.F.	TRACT NO.: <u>22</u>	PROJECT NO.: <u>24-2773</u>
		PREPARE DATE: <u>04/07/25</u>	REVISION DATE: _____

TRACT 22



September 29, 2025

John Krager  
City of Bellevue  
1510 Wall Street  
Bellevue, Nebraska 68005

RE: City of Bellevue, Nebraska  
Whitted Creek - 25<sup>th</sup> Street, Lynwood to Blackhawk  
Project # BPW-240124  
Tract #26

Dear Mr. Krager:

Enclosed are two (2) executed copies of the Temporary Easement for Tract 26, Becki A. Moore. The authorized representative of the City of Bellevue, Nebraska will need to sign both copies of each easement document. One signed original is to be kept by the City of Bellevue, Nebraska and placed in the completed file. The second original should be sent with payment to the property owner.

**Please send an original executed Temporary Easement Contract and a check, in amount of \$3,853.00 made payable to:**

**Becki A. Moore  
13310 South 24<sup>th</sup> Street  
Bellevue, Nebraska 68123**

Please e-mail copies of the signed contracts, recorded documents, and a copy of the payment to [kroegers@midwestrow.com](mailto:kroegers@midwestrow.com) to be included in the electronic file for audit purposes. If you have any questions, please contact us at 402-955-2900.

Sincerely,

Chris Wayne  
Acquisition Agent

Enclosures

Agency: City of Bellevue, Nebraska  
Project No.: BPW-240124  
Tract No.: 26

**STATEMENT OF JUST COMPENSATION**

The City of Bellevue, in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, requires that the City of Bellevue, Nebraska's Right-of-Way Agent, upon his/her first visit of negotiating; provide the owner of real property, **Becki A. Moore**, with this written statement of Just Compensation made to acquire the property.

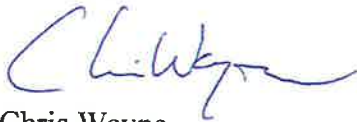
This offer will be made in the amount not less than the appraised fair market value of the property involved and will include a summary of the basis for the amount established as just compensation for:

Temporary Easement: 871 SF x \$7.00/SF x 10% x 2 Years	\$	1,220.00 @
Fence Damages: Wood Fencing Replacement	\$	2,615.00
	\$	
<b>Total Amount Offered</b>	<b>\$</b>	<b>3,835.00</b>

This written statement represents the City of Bellevue, Nebraska's offer made in an amount not less than the appraised valuation of the property.

This offer is being made on the 23<sup>rd</sup> day of September, 2025, and the total amount of this offer is \$3,835.00.

Sincerely,



Chris Wayne  
Right of Way Agent

## TEMPORARY CONSTRUCTION EASEMENT

PROJECT: City of Bellevue, Nebraska - Whitted Creek 25<sup>th</sup> Street Lynwood to Blackhawk  
 PROJECT # BPW-240124

TRACT: 26

## KNOW ALL MEN BY THESE PRESENTS:

That **BECKIA. MOORE, a single person**, herein called "Grantor", whether one or more, record owner of the real property hereinafter described, for and in consideration of the sum of **THREE THOUSAND, EIGHT HUNDRED THIRTY-FIVE and NO/100 DOLLARS, (\$3,835.00)**, duly paid, the receipt whereof is hereby acknowledged, does hereby GRANT, REMISE and RELINQUISH unto the **CITY of BELLEVUE, NEBRASKA**, its successors and assigns, herein called "Grantee", the RIGHT, PRIVILEGE and EASEMENT to use and occupy temporarily, during the initial construction, reconstruction, and grading within reasonable construction standards and appurtenances thereto belonging, over and through the following described real property, to-wit:

## SEE ATTACHED TEMPORARY EASEMENT EXHIBIT

As a further consideration of this grant, the Parties herein agrees as follows:

1. The Grantor confirms that it is well seized in fee of the Easement Areas, that it has the lawful authority and right to grant and convey this Easement in the manner and form aforesaid, and that it will warrant and defend this Easement against the lawful claims and demands made by all persons. If any other party shall hold any encumbrance against the aforementioned property at the time of commencement of this Easement, Grantor shall be solely responsible for delivering any payments which may be due and owing as a result of such encumbrance and shall indemnify, defend, and hold harmless Grantee from and against any losses, costs, damages, liens, claims, liabilities, or expenses (including but not limited to reasonable attorneys' fees, court costs and disbursements) incurred by Grantee related to claims raised by such party or parties holding such encumbrance.
2. It is understood and agreed that the above-described area shall be used for grading and reconstruction purposes necessary to restore the property to a usable condition, not for the parking, storage or servicing of construction equipment.
3. It is further understood and agreed that in the event fences, driveways or permanent buildings, not located in the public right of way, of the Grantor are removed or damaged by the Grantee's agents during the initial construction, the Grantee will cause the said improvement on the property hereinabove described to be repaired and restored to a condition fully equal to that existing before construction operations were commenced.
4. That immediately following the initial construction hereinabove referred to, the Grantee will cause to be removed from the property hereinabove described, all debris, all surplus material and construction equipment and leave the premises in a neat and presentable condition.
5. That the right, privilege and easement herein granted for temporary construction use of those portions of the said property as may lie inside the boundaries of the aforesaid temporary easement shall cease and terminate immediately following the completion of construction on said property, final inspection and acceptance of the grading and construction related to improvements, or two years after commencement of construction on said property, whichever occurs first.
6. This instrument, and the covenants and agreements herein contained, shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors and assigns of the respective parties. Each party hereby represents and warrants to the other party that the execution of this Agreement is duly authorized and constitutes a legal, valid and binding obligation of said party.
7. The Grantor warrants that no verbal or written representations or inducements have been made or given by the Grantee or by any of its officers, agents or employees, other than as

may be recited in this document. This document is the full and final agreement between the parties. Any amendment to this easement shall be made in writing, signed by both parties.

8. The easement shall be governed by the laws of the State of Nebraska. Any action brought hereunder shall be brought in the State courts of Sarpy County, Nebraska.

*[SIGNATURE PAGE TO FOLLOW]*



EXECUTED by the Owner this 23<sup>rd</sup> day of September, 2025.

INDIVIDUAL ACKNOWLEDGMENT

OWNER(S):

Becki Moore  
BECKI A. MOORE

STATE OF NEBRASKA )  
 ) SS  
COUNTY OF SARPY )

Dated this 23<sup>rd</sup> day of September, 2025, before me, a General Notary Public duly commissioned and qualified, personally came Becki A. Moore

to me known to be the identical person(s) whose name(s) affixed to the foregoing instrument as owner(s) and acknowledged the same to be a voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year above written.  
(S E A L)



Christopher A. Wayne  
NOTARY PUBLIC

EXECUTED by the City this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

BUYER: CITY OF BELLEVUE, NEBRASKA

BY: \_\_\_\_\_

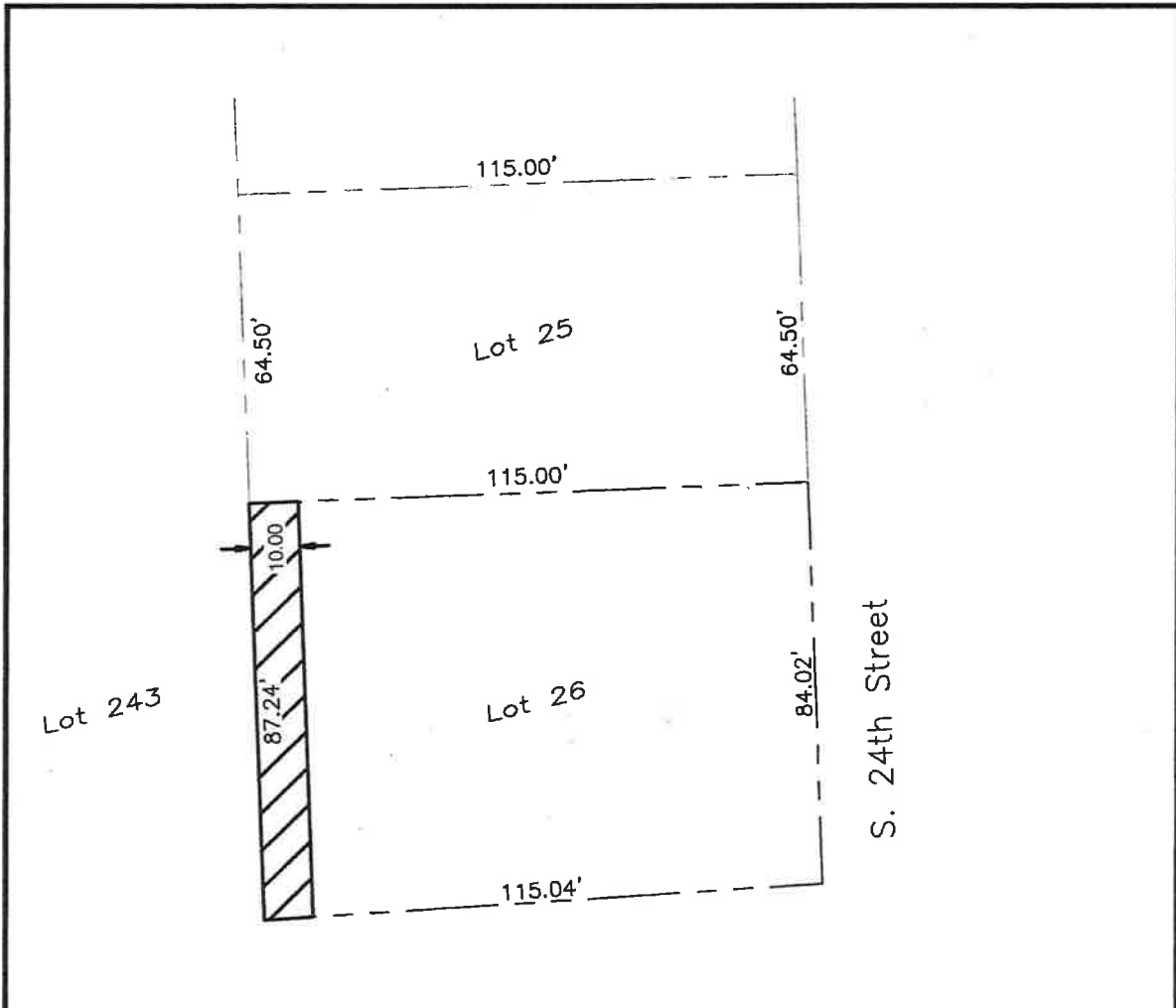
STATE OF NEBRASKA )  
 ) SS  
COUNTY OF SARPY )

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me, a General Notary Public, duly commissioned and qualified, personally came \_\_\_\_\_

the authorized representative of the City of Bellevue, Nebraska, to me known to be the identical person(s) whose name(s) affixed to the foregoing instrument as buyer(s) and acknowledged the same to be a voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year last above written.  
(S E A L)

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



**Legal Description - Temporary Easement**

A PARCEL OF LAND LOCATED IN LOT 26, STONECROFT, AS SURVEYED, PLATTED & RECORDED IN SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 10.00 FEET OF SAID LOT 26 CONTAINING 871 SQUARE FEET, MORE OR LESS.



**Lot 26 - Stonecroft**

	TEMPORARY EASEMENT: <u>871</u> S.F.	TRACT NO.: <u>26</u>	PROJECT NO.: <u>24-2773</u>
		PREPARE DATE: <u>04/03/25</u>	REVISION DATE: _____

**TRACT 26**

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 10/21/2025		SUBMITTED BY: Chief Perry 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:

Authorize SEI to replace cameras that are between 15 and 20years old

SYNOPSIS/BACKGROUND:

Replace and <sup>align</sup> cameras at District 1 \$24,880.00 - District 2 14,483.00 - District 3 \$21096.00 District 4 \$27089.00 and Training site \$27,886.00 Total \$115,483.00

FISCAL IMPACT:: \$ 115,483.00 BUDGETED FUNDS?: \$111,246.00 GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

START DATE: END DATE: PAYMENT DATE: INSURANCE REQUIRED:

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve purchase and Authorize Mayor to sign proposals.

ATTACHMENTS:

- District 1 proposal
- District 2 proposal
- District 3 proposal
- District 4 proposal
- Training site proposal
- 

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:





*Your Safety Is Our Business*  
secure • monitor • connect

## City of Bellevue

### District 1 Camera Upgrades

80787-6-0

Dated: 10/14/2025

Prepared for:  
Mayor Rusty Hike

Customer: City of Bellevue

Site: 211 W 22 Avenue  
Bellevue, NE, 68005

Contact: Mayor Rusty Hike | 402-293-3000 | rusty.hike@bellevue.net



Proposal #: 80787-6-0  
Dated: 10/14/2025

## District 1 Camera Upgrades

### Scope of Work

SEI to upgrade the existing exterior cameras from Arecont cameras to Axis cameras.

The north side Arecont 180 degree camera will be upgraded to AXIS 180 degree camera.

Three corners of the facility (SW, SE and NE) have an existing dome camera that will be relocated to the corner and upgraded to a corner mounted MultiView.

The NW corner will get the new MultiView. Network room in the NW corner, 2nd floor.

The south side employee entry has a single camera tucked in the corner. This camera will be replaced with a dual camera, mounted on the west corner of the entry area.

The single camera on the east side will be eliminated.

The existing Salient camera license will be migrated to the new corner mounted MultiView.

Any existing camera that is not upgraded will be removed from the VMS.

- **The proposal excludes potential price increases due to government-imposed tariffs. Any such increases will be the customer's responsibility until SEi receives a 50% deposit. Once the deposit is received, SEi will secure equipment at the current pricing.**

### Standard Qualifications:

- All work shall be done during normal working hours
- All ceiling, floor and walls are assumed to be accessible for cable and device installation
- Customer to provide Ethernet network including: equipment, network drops, connectivity, and IP addresses as required.
- Any existing wire and/or equipment to be reused that does not meet standards will be replaced at an additional charge
- SEi will provide programming of the system
- SEi is not responsible for drywall or painting work necessary for installation.
- SEi is not responsible for patching or covering holes left behind by removing, relocating, or replacing existing equipment.
- No integration to any other system is included in this proposal
- SEi has excluded sales tax in the proposal given.
- A 50% down payment will be required by SEi prior to our ordering equipment.

Prepared by: Robb Walker • Major Accounts Executive  
rwalker@seisecurity.com • seisecurity.com  
2238 S 156 Circle Omaha, NE 68130 | P: (402)-778-3759 | F: (402)-333-7616



**Customer:** City of Bellevue

**Site:** 211 W 22 Avenue  
Bellevue, NE, 68005

**Contact:** Mayor Rusty Hike | 402-293-3000 | rusty.hike@bellevue.net



**Proposal #: 80787-6-0**  
**Dated: 10/14/2025**

- Customer needs to be able to provide log in credentials and IPs for the existing recording device(s), and all existing IP cameras to be taken over by SEI.



**Customer:** City of Bellevue  
**Site:** 211 W 22 Avenue  
 Bellevue, NE, 68005  
**Contact:** Mayor Rusty Hike | 402-293-3000 | rusty.hike@bellevue.net



**Proposal #: 80787-6-0**  
**Dated: 10/14/2025**

## Schedule of Protection

### Exterior 20MP MultiView

QTY	Description
4	Wall Mount
4	Corner Bracket
50	Cat6 Plenum Non Shielded White Wire
20	1/2" Outdoor Liquidtight Conduit
4	4x5MP Multidirectional Panoramic Camera with AI
1	TP3107

### Exterior 180

QTY	Description
1	Outdoor 7MP Dome IP Camera, 180 Degree

### 8MP Dual Exterior

QTY	Description
1	AI DUAL-SENSOR PANORAMIC IP CAMERA
1	AXIS T94N02D Pendant Kit for P3715-PLVE Network Ca
1	Corner Bracket
1	Wall Mount with Built-In RJ45 for Fixed Dome Cameras, White
5	1/2" Outdoor Liquidtight Conduit

## Investment Summary

<b>Deposit Due in Advance</b>	<b>\$12,440.00</b>
<b>Balance Due Upon Completion</b>	<b>\$12,440.00</b>
<b>Total Proposal Amount</b>	<b>\$24,880.00</b>

*Note: The above price does not include tax*

\* This proposal for the above described protection is valid for 30 days.

\* This proposal for the above described protection does not include tax and is covered by a one (1) year parts, labor and service guarantee

## Commercial Installation and Service Agreement

THIS AGREEMENT is made October 14, 2025, by and between SECURITY EQUIPMENT, INC and its directors, officers, shareholders, employees and agents, (collectively "Company") and City of Bellevue ("Subscriber"). Location of Customer's premises 211 W 22 Avenue, Bellevue, NE 68005.

Subject to the terms and conditions hereinafter set forth, Company agrees to sell. (except for any and all radio equipment), and provide ( ) of the equipment specified on "**Schedule of Protection / Scope of Work**" (all service offerings selected are collectively, "**Services**"), which is incorporated herein by reference.

### Note:

Subscriber acknowledges and agrees that (i) additional equipment, at additional cost, can provide increased detection ability, (ii) Subscriber has voluntarily elected to accept the System based on Subscriber's business reasons, e.g., cost, firm culture, Premises environment and conditions, insurance requirements, etc., (iii) a second telephone line at the Premises may be necessary to use the telephone while the System is transmitting data to the monitoring facility, (iv) if the System includes radio equipment or the System is owned by the Company, Subscriber shall permit Company to remove the radio equipment or the System within three (3) business days after the termination of services to the radio or the System and Subscriber agrees to pay Company on a time basis at Company's then prevailing charges for such removal or, at Company's sole election, Subscriber shall, at its sole cost, within three (3) business days after the termination of services to the radio or System, remove and return the radio equipment or the System complete, undamaged (ordinary wear and tear excepted), and in good working order to the Company at the Company's home office, (v) Subscriber shall notify Company of all ordinances or local policies of the police, sheriff, fire, medical, ambulance, guard, patrol and response services, and other governmental, private or volunteer departments and organizations (collectively, "First Responders") that may affect Company's performance of services to Subscriber, (vi) the local municipality where the Premises is located may require a license, permit or fee for the installation, use or monitoring of the System which is the sole responsibility of Subscriber to determine and comply with, and (vii) devices, Systems, networks, data and other communications transmitted through radio signals (wireless devices) or the internet are susceptible to being accessed by others, e.g., hackers, and Subscriber hereby releases Company for and from all damages, losses, costs and liabilities arising out of or from, in connection with or related to any third party's access of any such device, System, network, data or other communication related to this Agreement.

### Installation Charges:

Subscriber agrees to pay Company the sum of \$24,880.00, plus tax, if applicable, for the sale and installation of the System as follows: A 50% deposit prior to ordering equipment. The remaining balance is due in full at time of substantial completion. Installation jobs over \$25,000 are subject to additional progress billing frequencies at Company discretion. Upon substantial completion of installation by  electronic funds transfer ("EFT")  cash, check or money order  credit card. If EFT is checked, you authorize periodic debits to your bank account as stated above.

### Recurring Charges:

Subscriber agrees to pay Company the sum of \$0.00, plus tax, if applicable, per month for the lease of the System (if checked above), and Services, prepaid for a period of five (5) years. This Agreement shall automatically, without action by either party, renew under the same terms and conditions for successive periods equal to the initial period unless either party gives to the other at least thirty (30) days written notice, prior to expiration date, of intention to terminate this Agreement upon its original or any renewed expiration date or, in the event this renewal provision is not effective for any reason whatsoever, this Agreement shall automatically renew from month to month unless either party gives to the other at least thirty (30) days written notice of intention to terminate at the expiration of any such term. Time is of the essence with regard to this paragraph.

**NOTICE TO CUSTOMER: CUSTOMER SPECIFICALLY ACKNOWLEDGES AND ACCEPTS THE DISCLAIMER/LIMITATION OF LIABILITY AND INDEMNITY PARAGRAPHS HEREOF. TERMS AND CONDITIONS ARE AN INTEGRAL PART OF THIS AGREEMENT. CUSTOMER ACKNOWLEDGES RECEIPT OF A COPY OF CONTRACT. READ ALL PAGES BEFORE SIGNING.**

### Electronic Signatures:

The person signing this Agreement certifies that Customer's policies do not prohibit the acceptance and execution of terms and conditions in electronic form. In addition, each party consents to and agrees that the use of a keyboard, mouse, or other device (1) to select an item, button, icon or checkbox or (2) to enter text, or (3) to perform any similar act or action while using SEI's web-based portal(s) for the purpose of initiating, reviewing, modifying or completing any transaction regarding this Agreement constitutes a lawful and valid signature, acceptance, and agreement, and shall be treated the same as if such were actually made using a physical, written signature. The parties further agree that no certification authority, or other third-party verification is necessary to validate their respective electronic signature. The parties additionally agree that this Agreement is accepted and agreed to when an electronic signature for each party has been affixed to this Agreement.

**Customer consents to receive SEI invoices and statements by Electronic Delivery.**



**IN WITNESS WHEREOF, and intending to be legally bound, the parties have executed or caused this Agreement to be executed on the signing date unless otherwise agreed to in writing. Further, if the Customer is a corporation, the individual signing this Agreement on behalf of the Customer shall be personally liable as a surety for the financial obligation of the Customer.**

**SEi**

Submitted By: Robb Walker  
Approved By: \_\_\_\_\_  
Date: \_\_\_\_\_

**City of Bellevue**

Signature: \_\_\_\_\_  
Date: \_\_\_\_\_  
Print Name: Mayor Rusty Hike  
Title: \_\_\_\_\_  
Email: rusty.hike@bellevue.net

## Terms & Conditions

1. **DISCLAIMER/LIMITATION OF LIABILITY.** SUBSCRIBER UNDERSTANDS AND AGREES AS FOLLOWS: (I) NEITHER COMPANY NOR ITS DIRECTORS, OFFICERS, SHAREHOLDERS, PARTNERS OR EMPLOYEES (COLLECTIVELY, "REPRESENTATIVES") IS AN INSURER; (II) IT IS THE SPECIFIC INTENT OF THE PARTIES THAT (A) INSURANCE COVERING ALL LOSS, DAMAGE AND EXPENSE ARISING OUT OF OR FROM, IN CONNECTION WITH, RELATED TO, AS A CONSEQUENCE OF OR RESULTING FROM THIS AGREEMENT, SHALL BE OBTAINED AND CONTINUOUSLY MAINTAINED BY THE SUBSCRIBER, (B) RECOVERY FOR ALL SUCH LOSS, DAMAGE AND EXPENSE SHALL BE LIMITED TO ANY SUCH INSURANCE COVERAGE ONLY, AND (C) COMPANY AND REPRESENTATIVES ARE RELEASED FROM ANY AND ALL LIABILITY FOR ALL SUCH LOSS, DAMAGE AND EXPENSE; (III) COMPANY AND REPRESENTATIVES, EXCEPT AS SET FORTH HEREIN, MAKE NO GUARANTEE, REPRESENTATION OR WARRANTY INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE; (IV) COMPANY AND REPRESENTATIVES ARE RELEASED FOR ALL LOSS, DAMAGE OR EXPENSE WHICH MAY OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH, OR SUBSEQUENT TO THE EXECUTION OF THIS AGREEMENT DUE TO THE IMPROPER OPERATION OR NON-OPERATION OF THE SYSTEM (INCLUDING, WITHOUT LIMITATION OR EXAMPLE, THE COMMUNICATIONS EQUIPMENT OR SERVICES NECESSARY TO TRANSMIT TO OR RECEIVE ANY VOICE, VIDEO OR DATA AT THE MONITORING FACILITY); AND (V) SHOULD THERE ARISE ANY LIABILITY ON THE PART OF COMPANY OR REPRESENTATIVES FOR ECONOMIC LOSSES, PERSONAL INJURY, INCLUDING DEATH, OR PROPERTY DAMAGE (REAL OR PERSONAL) WHICH IS IN CONNECTION WITH, ARISES OUT OF OR FROM, RESULTS FROM, IS RELATED TO OR IS A CONSEQUENCE OF THE ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE OF COMPANY OR REPRESENTATIVES INCLUDING, WITHOUT LIMITATION, ACTS, ERRORS OR OMISSIONS WHICH OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH OR SUBSEQUENT TO THE EXECUTION OF THIS AGREEMENT, OR BREACH OF THIS AGREEMENT, OR ANY CLAIM BROUGHT IN PRODUCT OR STRICT LIABILITY, OR ANY CLAIM RELATED TO LOSS, THEFT OR UNAUTHORIZED USE OF ANY CONFIDENTIAL INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION OR PERSONAL HEALTH INFORMATION (AS DEFINED IN ANY PRIVACY LAW), OR ANY CLAIM FOR SUBROGATION, CONTRIBUTION OR INDEMNIFICATION, OR ANY CLAIM UNDER ANY OTHER THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT OR EQUITY, INCLUDING, WITHOUT LIMITATION, ANY GENERAL, DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, STATUTORY OR CONSEQUENTIAL DAMAGES, IRRESPECTIVE OF CAUSE, SUCH LIABILITY SHALL BE LIMITED TO THE MAXIMUM SUM OF \$1,000.00 COLLECTIVELY FOR COMPANY AND REPRESENTATIVES, AND THIS LIABILITY SHALL BE EXCLUSIVE.

IN THE EVENT THAT THE SUBSCRIBER WISHES TO INCREASE THE MAXIMUM AMOUNT OF SUCH LIMITED LIABILITY, SUBSCRIBER MAY, PRIOR TO AN OCCURRENCE RESULTING IN ECONOMIC LOSS, PERSONAL INJURY, INCLUDING DEATH, OR PROPERTY DAMAGE (REAL OR PERSONAL), AS A MATTER OF RIGHT, OBTAIN A HIGHER LIMIT PROSPECTIVELY BY PAYING AN ADDITIONAL AMOUNT FOR THE INCREASE IN SUCH LIMIT OF LIABILITY, BUT THIS PAYMENT SHALL IN NO WAY BE INTERPRETED TO HOLD COMPANY OR REPRESENTATIVES AS AN INSURER.

2. **Increase in Charges.** Company shall have the right to increase periodic charges at any time or times after the expiration of one (1) year from the date of this Agreement by an amount equal to the percentage increase in the Consumer Price Index for the USA (all goods and services) from the date of this Agreement or the date of the last increase in periodic charges, whichever is later, upon giving Subscriber written notice thirty (30) days in advance of the effective date of such change.

3. **Transmission of Data, Video or Voice.** Subscriber acknowledges and agrees that the System is a non-supervised reporting device. If the transmission medium for delivery of data ("Signals"), video images or voice or other audio communications from your System to the monitoring facility is incompatible with the System or is inoperative, circumvented, compromised or interrupted by natural or human causes including, without limitation, the cutting of the telephone line, radio transmission interference, power line surges or outages, internet or broadband problems and internet or broadband provider problems, there is no indication of this fact at the monitoring facility. Further, Subscriber understands that (i) a video system enables Company to record, store and review images of the Premises and the area outside of the Premises, (ii) video with audio capability enables Company to record, store and review oral communications from in and outside of the Premises, and (iii) a two-way voice system enables Company to "listen-in" to the Premises and to record, store and review such oral communications. Subscriber authorizes and consents to Company viewing the Premises and the area outside of the Premises and "listening-in" to the Premises and releases Company and Representatives for all claims, losses, damages, costs and expenses due to Company viewing the Premises and the area outside of the Premises and listening-in to the Premises.

4. **Release of Insured Losses.** Subscriber hereby releases Company and Representatives for all losses, damages and expenses (i) covered by Subscriber's insurance policies, (ii) policy deductibles, co-pay percentage, or retained limits, (iii) in excess of amounts paid by Subscriber's insurance, and (iv) due to under insurance.

5. **Waiver of Subrogation.** As an inducement to Company to enter into this Agreement, Subscriber represents, warrants and covenants that Subscriber's insurance companies shall not have (a) any rights created by a loan agreement, loan receipt, or other like document or procedure, or (b) any right of subrogation, indemnification or contribution against Company or Representatives

Initials: \_\_\_\_\_



6. **INDEMNIFICATION.** IF ANYONE OTHER THAN SUBSCRIBER, INCLUDING, WITHOUT LIMITATION, SUBSCRIBER'S INSURANCE COMPANY, ASKS COMPANY OR REPRESENTATIVES TO PAY FOR ANY LOSS, DAMAGE OR EXPENSE (INCLUDING, WITHOUT LIMITATION, ECONOMIC LOSSES, PROPERTY DAMAGE, PERSONAL INJURY OR DEATH) DUE TO (I) BREACH OF CONTRACT OR WARRANTY, EXPRESS OR IMPLIED, (II) ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE BY COMPANY OR REPRESENTATIVES, (III) FAILURE OR MALFUNCTION OF THE SYSTEM TRANSMISSION MEDIUM OR THE MONITORING FACILITY/FACILITIES, (IV) RECORDING OF COMMUNICATIONS OR VIDEO SURVEILLANCE/RECORDING, (V) PRODUCT OR STRICT LIABILITY, (VI) A CLAIM RELATED TO LOSS, THEFT OR UNAUTHORIZED USE OF ANY CONFIDENTIAL INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION OR PERSONAL HEALTH INFORMATION (AS DEFINED IN ANY PRIVACY LAW), (VII) A CLAIM FOR SUBROGATION, INDEMNIFICATION OR CONTRIBUTION, OR (VIII) A CLAIM UNDER ANY OTHER LEGAL THEORY, SUBSCRIBER AGREES TO PAY (WITHOUT ANY CONDITION THAT COMPANY OR REPRESENTATIVES FIRST PAY) FOR ALL LOSSES, DAMAGES, COSTS AND EXPENSES INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, WHICH MAY BE ASSERTED AGAINST OR INCURRED BY COMPANY OR REPRESENTATIVES.

7. **Installation; Service; Delays.** Subscriber acknowledges and agrees that Company and Representatives have no knowledge of existing hidden pipes, wires or other like objects within walls, floors, ceilings and other concealed spaces, and it is Subscriber's obligation to advise Company of such hidden objects, failing which Company and Representatives are released for any damages, losses or expenses arising out of or from, in connection with, as a result of, related to or as a consequence of such hidden objects. Company and Representatives make no representation of delivery and installation of equipment or commencement of Services by any particular date. Any cost or expense incurred as a result of any such delay including, without limitation, any guard services required, shall be borne by and the sole responsibility of Subscriber.

8. **Title; Suspension of Service; Shut-Down; Lock-Out.** If equipment is leased by or loaned to Subscriber, title to any such equipment shall at all times hereafter remain in Company. Subscriber understands and agrees that Company may, in its sole and absolute discretion, electronically lock out the access control panel or alarm communicator (collectively, the "Panel") in order to limit access to the Panel to Company only. Should Subscriber default hereunder, or upon expiration or termination of this Agreement for any reason, or if the System excessively sends video images or data to Company's monitoring facility as a result of any cause other than Company's sole negligence, Subscriber unconditionally and irrevocably authorizes Company concurrently or consecutively to: (i) suspend service, (ii) ignore all video images and Signals received from the Systems, (iii) terminate this Agreement, (iv) shut down the Panel and/or the System, (v) render some or all of the equipment incapable of sending a signal locally or communicating with any monitoring facility, and refuse to unlock the Panel, and (vi) provide repair service to the System. In the event that Company notifies Subscriber by telephone, electronically or otherwise of Company's decision to service such System and Subscriber fails to (a) immediately authorize Company to provide repair services, and (b) provide reasonable unrestricted access to the Premises and the System within four (4) hours after such notice, Subscriber agrees to pay to Company its then prevailing charges for each data transmission or video image from or to such System. The exercise of such rights shall not be deemed a waiver of Company's right to damages, and Company shall have the right to enforce all other legal or equitable remedies and rights.

9. **Subscriber's Duties and Responsibilities.** It is the Subscriber's sole responsibility to (a) confirm that the communications equipment, technology and services which are not supplied by Company are compatible with the System and any monitoring facility, especially when there are changes to (i) such communications equipment, technology or services, or (ii) any telecommunications, radio, internet, satellite or other service or provider; and (b) test the System periodically (not less than monthly) and whenever changes are made to the communication path between the System and the monitoring facility, communications equipment, technology or services for the System. Subscriber understands, acknowledges and agrees that not all communications equipment, technology or services used to transmit Signals, video images and voice or other audio communication between the System and any monitoring facility are or will continue to be available from every telephone, radio, internet, satellite or other service provider (collectively, "Provider"). In the event of any discontinuance, suspension, termination, modification or change (collectively, a "Change") or any contemplated Change as reasonably determined by Company in connection with any communications equipment, technology, software, service or Provider, and there is a commercially reasonable alternative available in order to continue services under this Agreement, Subscriber hereby authorizes Company to provide Subscriber with such alternative in Company's sole and absolute discretion. Subscriber shall be solely responsible to pay (or shall promptly reimburse Company) for (a) all costs of any Provider as well as charges by the Company to modify, substitute or replace any communications equipment, technology, software, service or Provider (at Company's then prevailing rates on a time and material basis), and (b) any increase in monthly charges under this Agreement for lease, service, monitoring, etc. in connection with, arising out of or from, as a result of or related to any Change to or modification, substitution or replacement of the communications equipment, technology, service or Provider. Any claimed inadequacy or failure of the System, the communications equipment, technology, service or Provider must be immediately reported to Company or the Provider, as appropriate, for correction or repair service. When required, Subscriber shall be solely responsible for the connection of the System or any portion thereof to a fire alarm/life safety system.

10. **False Alarms.** In the event the System is activated for any reason whatsoever, the Subscriber shall (a) pay without recourse, or (b) reimburse Company for any fines, fees, costs, expenses and penalties assessed against Subscriber or Company by any court or governmental agency.

Initials: \_\_\_\_\_



11. **Default of Subscriber.** In the event of any default by Subscriber, without limiting the rights of Company under this Agreement or at law or equity, Company shall be entitled to retain all prepayments received and Subscriber shall immediately pay to Company (a) all payments then due and payable, (b) all charges for labor, material and equipment incurred by Company due to such default based on a time and material basis at Company's then prevailing charges, and (c) fifty percent (50%) of all payments which would be due hereunder for the unexpired term as liquidated damages and not as a penalty; and Company shall have no further obligation to perform under this Agreement. In addition, if any suit or alternative dispute resolution proceeding is instituted and Company is the substantially prevailing party by judgment, award, finding or settlement, Subscriber shall pay directly or reimburse Company for all of its costs and expenses including, without limitation or example, consultants' and professionals' fees and costs including, without limitation or example, reasonable attorneys' fees and costs.

12. **Binding Agreement; Applicable Law.** This Agreement becomes binding upon Company only (a) when signed by an authorized representative of Company, who must be a corporate officer if (i) there are any additions to the Agreement, or (ii) any of the printed terms and conditions have been altered, deleted or substituted by other wording, or (b) upon commencement of services. This Agreement is binding on the heirs, executors, administrators, successors and permitted assigns of the parties, and shall be governed by and construed according to the laws of Company's principal place of business without reference to its conflicts of law rules. The interpretation of this Agreement shall not be construed against the drafter.

13. **Assignability of Agreement.** This Agreement is not assignable by Subscriber except upon the written consent of Company, which shall be in Company's sole and absolute discretion. This Agreement or any portion thereof is assignable by Company in its sole and absolute discretion.

14. **Finance and Late Charges.** A finance charge of one and one-third (1-1/3%) percent per month (sixteen (16%) percent per year) will apply to all obligations not paid pursuant to the terms contained herein. Subscriber shall also pay to Company an administrative fee (late charge) of five (5%) percent of any payment due hereunder received by Company after the date on which such payment is due as liquidated damages and not as a penalty.

15. **No Waiver of Breach.** There shall be no waiver by Company of any breach of this Agreement unless specifically waived in writing by Company. If Company shall waive any breach by Subscriber, it shall not be construed as a waiver of any subsequent breach. Company's rights hereunder shall be cumulative, and any rights hereunder may be exercised concurrently or consecutively and shall include all remedies available even though not expressly referred to herein.

16. **Monitoring Service.** Monitoring service consists solely of monitoring service personnel ("Operator") communicating electronically with First Responders or calling by telephone the telephone numbers supplied by Subscriber in writing for First Responders and persons identified by Subscriber as Subscriber's emergency contacts (the "Call List") within a reasonable period of time under the circumstances at the monitoring facility and the priority of the Signals which are identified in writing (hereinafter "Listed Codes") or video images which, in the Operator's sole and absolute discretion, clearly and conspicuously reveal the necessity for monitoring services appear on the Operator's computer screen at the monitoring facility or when voice communication requesting assistance is received by an Operator from Subscriber or from the Premises. No monitoring service shall be rendered for voice communication which does not request assistance or for video images which do not clearly and conspicuously reveal the necessity for monitoring service. In the event a Signal is received at the monitoring facility which is not a Listed Code, Subscriber agrees that Company's sole duty and obligation is for Company to log the Signal (the "Unlisted Code Policy").

If the Premises is located in a jurisdiction requiring a personal verified on-site response ("Verified Response") prior to dispatching a First Responder, it is Subscriber's sole responsibility to engage a service to provide such Verified Response. All fees, costs and expenses in connection with Verified Response shall be borne by Subscriber only. You understand and agree that First Responders may not be dispatched or respond to your Premises after notice to First Responders of receipt of a burglar alarm signal or fire alarm signal by Company unless there is independent confirmation of a burglary or fire at your Premises, e.g., an on-site witness' report that a point of entry exists or a fire exists.

Notwithstanding anything contained herein to the contrary, (a) upon receipt of a Listed Code or video images and prior to communicating electronically or by telephone to First Responders or the Call List, Company may, in its sole and absolute discretion and without any liability, attempt to telephone the Premises or attempt to contact Subscriber through telephone, electronic mail, text message or other similar means of communication at numbers or addresses provided by Subscriber in writing, as frequently as Company deems appropriate to verify the necessity to report the receipt of a Listed Code or video images to First Responders or the Call List, and (b) upon the receipt of an abort code or oral or electronic advice to disregard the receipt of a Listed Code or video images from any person at the Premises, Subscriber's representative or any of the personal contacts on the Call List, all of whom have Subscriber's authority and consent to direct Company to disregard receipt of a Listed Code, Company may, in its sole and absolute discretion and without any liability, refrain from contacting First Responders or the Call List or advise anyone previously notified of a Listed Code or video images of receipt of an abort code or oral or electronic advice to disregard the receipt of the Listed Code or video images.

Company's efforts to notify first responders or the Call List shall be satisfied by advice electronically or by telephone to any person answering the telephone at the telephone number(s) provided to Company in writing or by leaving a message with a telephone answering service or any mechanical, electrical, electronic or other technology permitting the recordation of voice or data communications.

Initials: \_\_\_\_\_



Subscriber acknowledges and agrees that (i) all software, hardware, firmware, codes, Signals, audio and voice communications, video images, information and documentation arising out of or from, in connection with, related to, as a consequence of or resulting from this Agreement or the Services (collectively, the "IP Property") are the sole and exclusive property of Company and Subscriber has no rights whatsoever in any of the IP Property, and (ii) Company shall have the right in its sole and absolute discretion to destroy, delete, erase, etc. (collectively, "Destruction") the IP Property at any time without notice to Subscriber; provided, that upon the written request of Subscriber, received prior to the Destruction of the IP Property, to retain any specific IP Property, Company shall use commercially reasonable efforts to store the specific IP Property as requested by Subscriber on the condition precedent that Subscriber pay all fees, costs and expenses related to any such request.

17. **Repair; Inspection; Maintenance; Takeover Systems.**

(a) If Subscriber has purchased repair services, repair services consist of providing all necessary labor, material, parts and equipment to service the System due to ordinary wear and tear only, excluding battery replacement, alarm screens, wiring, light bulbs, L.E.D.s, L.C.D.s, foil tape and obsolete, end of useful life or degraded material, parts or equipment pursuant to the terms hereof. All other service shall be paid by Subscriber on a time and material basis at Company's then prevailing charges.

(b) If Subscriber has purchased per call repair services, per call repair service consists of providing all necessary labor, material, parts and equipment to service the Subscriber's system, pursuant to the terms hereof, and Subscriber agrees to pay Company on a time and material basis at Company's then prevailing charges.

(c) If Subscriber has purchased inspection services, inspection service consists of providing all necessary labor and testing equipment to inspect only the visible equipment of the System, pursuant to the terms hereof, for the sole purpose of determining if said visible equipment is operative. Inspection service shall be performed on or about the anniversary date of this Agreement conditioned on Subscriber contacting Company to schedule an appointment for such service.

(d) If Subscriber has purchased maintenance services, maintenance services consists of providing all labor necessary to inspect the visible parts of the System annually on or about the anniversary date of this Agreement or as otherwise agreed in writing, conditioned on Subscriber contacting Company to schedule an appointment for such service, and to provide all necessary labor, material, parts and equipment to service the System at that time due to ordinary wear and tear only, excluding obsolete, end of useful life or degraded material, parts or equipment pursuant to the terms hereof. All other service shall be paid by Subscriber on a time and material basis at Company's then prevailing charges.

(e) If the System is leased, upon receipt of notice from Subscriber of the necessity to service the System, Company agrees, pursuant to the terms hereof, to provide all labor, material, parts and equipment to service the System due to ordinary wear and tear only, excluding obsolete, end of useful life or degraded material, parts or equipment. All other service shall be paid by Subscriber on a time and material basis at Company's then prevailing charges.

(f) Company makes no representation, promise, warranty or guarantee that there will be no interruptions of service or delay in performing service. Company's sole obligation after receiving a service request is to dispatch a service employee to the Premises within a reasonable time after a service employee becomes available, during normal business hours excluding Saturdays, Sundays and holidays, after receipt of Subscriber's request to do so.

(g) It is understood and agreed by the parties that all service to the System shall be performed by Company only, but Subscriber agrees that Company's duty to service the System is subject to the availability of the original part or equipment from the original manufacturer, and to the terms of this Agreement and conditioned upon Subscriber notifying Company of the necessity for such service. Subscriber agrees to pay Company's minimum service call charge in the event Subscriber does not provide unrestricted access when Company attempts to provide service at the Premises.

(h) Subscriber agrees that all repair, replacement, programming, reprogramming or modification to the System shall be performed by Company only. Unless this Agreement provides otherwise, all such service shall be paid by Subscriber on a time and material basis at Company's then prevailing charges.

(i) If the System is a takeover, in whole or in part, Company reserves the right, in its sole and absolute discretion, to terminate this Agreement at any time by ten (10) days written notice to you in the event Company determines, in its sole and absolute discretion, that the System is not in good operating condition or in good working order, that the System will not operate properly with the Services, that there have been excessive activations of the System, that the System has been abused or that the number of problems or cost of service has been or may become excessive and, upon termination by Company, Subscriber shall be entitled to reimbursement of the unearned charge paid for the then current period on request of Subscriber and this shall be the limit of Company's liability.

Initials: \_\_\_\_\_



18. **Inspection Services**

(a) Service for a fire alarm system consists of providing all necessary labor and testing equipment to visually observe and test the (i) detection devices of the System to determine whether each detection device generates a communication to the control unit(s) of the System; (ii) control unit(s) to determine whether each control unit generates a communication to the appropriate receiving unit(s) or appliance(s); and (iii) manually activated devices of the System, all in substantial compliance in all material respects with applicable law.

(b) Company makes no representation, promise, warranty or guarantee that there will be no interruptions of Service or delay in performing Service. All Service shall be performed at a mutually agreeable date and time, during Company's normal business hours excluding Saturdays, Sundays and holidays.

(c) It is understood and agreed by Subscriber that all Service to the System shall be performed by Company only. Subscriber agrees to pay Company's minimum service call charge in the event Subscriber does not provide unrestricted access when Company attempts to provide Service at the Premises.

(d) It is understood and agreed by Subscriber that in the event Company identifies a defect or problem with the System or any test or inspection, Company's sole duty is to advise Subscriber's representative of the defect or problem. Under no circumstances shall Company have any duty or obligation to repair, replace, correct or notify any other person of any such defect or problem.

19. **Video Systems.** If the System records and/or transmits video images and/or audio, electronic or the other forms of communication, Subscriber represents, warrants, covenants and agrees that it shall at all times (i) provide and maintain adequate power and sufficient lighting for all cameras audio devices, or other video-related equipment as recommended by the manufacturer; (ii) inform all persons who enter the Premises that their image and/or communications may be recorded and/or transmitted to others by video and/or audio equipment located on the Premises; (iii) comply with all privacy rights and laws and not use or permit the use of video and/or audio equipment where or in circumstances any person may have a reasonable expectation of privacy; (iv) use broadband connectivity exclusively to transmit video images and audio from any video system; (v) use the video and/or audio system for security surveillance and/or management services only; (vi) not use the video and/or audio system for any criminal, illegal, or otherwise unlawful activity; and (vii) obtain and keep in effect all permits or licenses required for the installation and operation of the video and/or audio system.

Subscriber understands and agrees that (i) a video and/or audio system enables Subscriber and/or Company to record, store and review images and/or communications of people in the Premises and outside of the Premises, and Subscriber hereby agrees, authorizes and consents to Company recording, storing and reviewing video images and communications recorded and/or transmitted from the video and/or audio system at the Premises; (ii) video system services are limited to the area of the Premises covered by the video system images and such coverage and/or images may be adversely affected by the camera angle, glare, lighting, contrast, etc., any of which may result in less than adequate images for the Operator to ascertain the necessity for video system services; (iii) Company is not liable for any delay or failure of notification due to in whole or in part to (a) any Force Majeure event including, without limitation or example, cellular provider transmission or network malfunctions, including overload of the cellular network, or (b) invalid email, text or other electronic addresses; and (iv) any and all third-party claims related to the video and/or audio system asserted against Company shall be deemed to be subject to paragraph number 1 of the Agreement.

20. **Remote Programming Services.** Subscriber hereby authorizes and consents to Company inputting, modifying, deleting and using electronic data concerning operation of the System through electronic communication between the System and Company's office or monitoring facility.

21. **Suspension of Service.** Subscriber agrees that Company's obligations hereunder are waived automatically without notice and Subscriber releases Company for all loss, damage and expense in the event of (i) a default or breach of this Agreement by Subscriber, (ii) the monitoring facility, transmission medium between the System and the monitoring facility, or the System is destroyed, damaged, inoperable or malfunctions for any reason whatsoever, or (iii) delays or interruption of Service(s) due in whole or in part, directly or indirectly, to riots, strikes, lockouts, other labor disputes, civil unrest, terrorism, war (declared or undeclared), weather, natural phenomenon, acts of God, casualty, governmental orders, laws, rules or regulations, transportation, environmental conditions or any other reason beyond the reasonable control of Company ("Force Majeure"), for the duration of such interruption of service, and Subscriber shall be entitled to reimbursement of the unearned charge paid for the period of interruption on request of Subscriber and this shall be the limit of Company's liability. During any interruption of Services for any reason including, without limitation, Force Majeure, the Company has no duty, obligation or liability to supply Subscriber with alternative or substitute services.

22. **Duties of Parties When Equipment Required By Third Parties.** Notwithstanding anything contained herein to the contrary, upon receipt of written notice from Subscriber, Subscriber's insurance company or other authority having jurisdiction, Company agrees to furnish and install all material and equipment required and Subscriber shall pay Company for all such costs on a time and material basis at Company's then prevailing charges.

Initials: \_\_\_\_\_



23. **LIMITED WARRANTY (ONLY IF SYSTEM SOLD TO SUBSCRIBER).**

(A) COMPANY HEREBY WARRANTS TO SUBSCRIBER THAT ORIGINALLY PURCHASED THE SYSTEM ALONE ONLY THAT ALL OF THE MATERIAL IS INSTALLED IN A GOOD AND WORKMANLIKE MANNER. IN THE EVENT THAT ANY PART, EXCEPT FOR WIRING, BATTERIES AND OTHER CONSUMABLE PARTS SHALL BECOME DEFECTIVE WITHIN ONE (1) YEAR FROM THE DATE OF THE ORIGINAL INVOICE FOR THIS INSTALLATION, OR FOR A TERM EQUAL TO THAT PROVIDED BY THE ORIGINAL EQUIPMENT MANUFACTURER, WHICHEVER IS LESS, COMPANY SHALL, AT ITS SOLE ELECTION, REPLACE OR REPAIR THE DEFECTIVE PART WITHOUT CHARGE TO SUBSCRIBER. ANY REPLACEMENT PART SHALL REMAIN UNDER WARRANTY FOR THE REMAINDER OF THE ORIGINAL WARRANTY PERIOD. THIS WARRANTY IS NOT ASSIGNABLE.

(B) EXCEPT AS SET FORTH IN PARAGRAPH A, COMPANY AND REPRESENTATIVES MAKE NO EXPRESS WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE; ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED.

(C) THIS WARRANTY DOES NOT COVER ANY SOFTWARE, ON-SITE PROGRAMMING OR REPROGRAMMING OF THE SYSTEM, OR DAMAGE TO MATERIAL OR EQUIPMENT CAUSED BY ACCIDENT, VANDALISM, WAR, DECLARED OR UNDECLARED, CIVIL UNREST, TERRORISM OR OTHER VIOLENCE, SUBSCRIBER NEGLIGENCE, FLOOD, WATER, LIGHTNING, FIRE, INTRUSION, ABUSE, MISUSE, AN ACT OF GOD, STRIKE, LOCKOUT OR OTHER LABOR DISPUTE, ANY LAW, ORDER OR OTHER REQUIREMENT OF ANY GOVERNMENTAL AGENCY OR OTHER AUTHORITY, ANY CASUALTY, INCLUDING ELECTRICITY, ATTEMPTED UNAUTHORIZED REPAIR SERVICE, MODIFICATION OR IMPROPER INSTALLATION BY ANYONE OTHER THAN COMPANY, OR ANY OTHER CAUSE OTHER THAN ORDINARY WEAR AND TEAR. COMPANY SHALL NOT BE LIABLE FOR ANY GENERAL, DIRECT, SPECIAL, EXEMPLARY, PUNITIVE, STATUTORY, MULTIPLE, INCIDENTAL OR CONSEQUENTIAL DAMAGES. SUBSCRIBER ACKNOWLEDGES: THAT ANY AFFIRMATION OF FACT OR PROMISE MADE BY COMPANY SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY. THAT COMPANY DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS THAT THE SYSTEM OR SERVICE SUPPLIED MAY NOT BE COMPROMISED, CIRCUMVENTED, OR THE SYSTEM OR SERVICES WILL IN ALL CASES PROVIDE THE SIGNALING, MONITORING AND RESPONSE FOR WHICH IT WAS INTENDED; THAT SUBSCRIBER IS NOT RELYING ON COMPANY'S SKILL OR JUDGMENT IN SELECTING OR FURNISHING A SYSTEM SUITABLE FOR ANY PARTICULAR PURPOSE; THAT THERE ARE NO EXPRESS WARRANTIES WHICH EXTEND BEYOND THOSE ON THE FACE OF THE AGREEMENT HEREOF, OR HEREIN, AND THAT ALL IMPLIED WARRANTIES, IF ANY, COINCIDE WITH THE DURATION OF THIS WARRANTY.

24. **Company Duty Concerning Property of Others.** Subscriber agrees that Company has no responsibility for the condition or operation of any equipment, device, or property of any sort of Subscriber, the communications provider or others ("Property"). If Company provides service to Property, Subscriber agrees that all relevant terms and conditions of this Agreement shall apply to all such service and Subscriber shall pay for such service on a time and material basis at Company's then prevailing charges.

25. **Contractual Limitation of Actions.** All claims, actions or proceedings, legal or equitable, against Company or Representatives must be commenced in court within one (1) year after the cause of action has accrued, without judicial extension of time, or said claim, action or proceeding is barred. Time is of the essence of this paragraph.

26. **Integrated Agreement; Valid Agreement; Modifications.** This instrument contains the entire Agreement between the parties hereto with respect to the transactions described herein and supersedes all previous and contemporaneous negotiations, commitments, contracts, express or implied, warranties, express or implied, statements and representations, whether written or oral, pertaining thereto, all of which shall be deemed merged into this Agreement. NEITHER PARTY HAS AUTHORITY TO MAKE OR CLAIM ANY REPRESENTATION, TERM, PROMISE, CONDITION, STATEMENT, WARRANTY, OR INDUCEMENT (COLLECTIVELY, "INDUCEMENT") WHICH IS NOT EXPRESSED HEREIN. EACH PARTY REPRESENTS THAT IT/HE/SHE IS NOT RELYING ON ANY INDUCEMENT IN SIGNING THIS AGREEMENT WHICH IS NOT EXPRESSED IN THIS AGREEMENT. Should any provision hereof (or portion thereof), or its application to any circumstances, be held illegal, invalid or unenforceable to any extent, the validity and enforceability of the remainder of the provision and this instrument, or of such provisions as applied to any other circumstances, shall not be affected thereby, and shall continue in full force and effect as valid, binding and subsisting; provided, however, in the event either the "Disclaimer/Limitation of Liability" or "Indemnification" sections or any portion of each is held by a court to be invalid or unenforceable, Company shall have the right to terminate this Agreement without any liability upon thirty (30) days prior written notice to Subscriber. If any provision or portion thereof is stricken, then such stricken provision or portion thereof shall be replaced, to the extent possible, with a legal, valid and enforceable provision that is as similar in tenor to the stricken provision or portion thereof as is legally possible. All changes or amendments to this Agreement must be in writing and signed by all parties to be binding on the parties.

27. **Additional Equipment or Service.** If, at any time after the date hereof, additional equipment or services are requested or authorized by Subscriber, all sales, leases, installation and services supplied by Company shall be subject to the terms of this Agreement only, except that additional charges shall be made for such additional sales, leases, installation or services.

Initials: \_\_\_\_\_

28. **Right to Subcontract.** Company may subcontract for the provision of services under this Agreement. Subscriber



acknowledges and agrees that the provisions of this Agreement inure to the benefit of and are applicable to any subcontractors engaged by Company to provide any service set forth herein to Subscriber, and bind Subscriber to said subcontractor(s) with the same force and effect as they bind Subscriber to Company. Any subcontractor and Company are each independent contractors (not partners or joint ventures).

29. **Consent to Intercept, Record, Disclose And Use Contents of Communications.** Subscriber, for itself and as the authorized agent of its owners, partners, members, officers, directors, invitees, guests, agents, representatives and employees (individually and collectively, "Any Person"), hereby consents to Company, in the ordinary course of its business, recording, reviewing, copying and using the contents of all telephone, video, oral, electronic, internet, broadband and other forms of transmission or communication to which Subscriber and/or Any Person and Company are parties.

30. **Consent to Communication to Others.** Subscriber hereby irrevocably authorizes and consents to Company communicating with U.L. (as necessary or appropriate) and Subscriber's insurance company and/or broker in connection with this Agreement and/or the relationship between Company and Subscriber arising out of or from or as a result of this Agreement; provided, that Company shall not be obligated or required to communicate with any other person or entity including, without limitation, U.L. and Subscriber's insurance company or broker, and all such communication shall be in Company's sole and absolute discretion; provide, further, that all such communications or failures to communicate shall not result in any liability of Company or Representatives. No third-party including, without limitation, U.L. and Subscriber's insurance company and broker are third-party beneficiaries of this section.

31. **Prior Agreements With Others.** Subscriber represents and warrants that (a) his/her/its cancellation or termination of any contract, or (b) execution of this Agreement does not breach and will not breach any contract with or obligation to any other person. Subscriber agrees to protect, defend, indemnify and hold harmless Company and Representatives from and against and pay (without any condition that Company or Representatives first pay) for all claims, demands, suits, liabilities, losses, damages, judgments, costs and expenses including, without limitation, attorneys' fees and court costs arising out of or from, in connection with, as a result of, related to or as a consequence of Subscriber's breach of this representation and warranty.

32. **Subscriber's Duty to Pay for Increased Costs.** Notwithstanding anything to the contrary contained herein, if (i) any pass-through cost increases, or (ii) any state or Federal statute or regulation, or (iii) any trade union jurisdictional dispute results in Company incurring any extra expense including, without limitation, paying higher compensation or wage rates to perform the installation and/or service, Subscriber hereby consents and authorizes Company to incur such increased or extra expense on behalf of and for the account of the Subscriber, and Subscriber shall pay Company for all such costs incurred by Company.

33. **Environmental Considerations.** Subscriber acknowledges and agrees that any duty or obligation of Company or Representatives under this Agreement, at law or in equity is subject to and conditioned upon, among other things, the Premises not containing or being affected in any manner whatsoever by any public or private nuisance, ultra hazardous or dangerous activity or any hazardous substance ("Environmental Considerations"), or the violation of any applicable local, state or federal statute, ordinance, rule, regulation, order or court order arising out of or from, in connection with, resulting from, related to or as a consequence of Environmental Considerations. In the event the Premises contain or are affected by Environmental Considerations, Company may elect, in its sole and absolute discretion and without any liability whatsoever, to (i) terminate this Agreement pursuant to the paragraph titled "Default of Subscriber", or (ii) affirm this Agreement. If Company affirms this Agreement, Subscriber shall (a) immediately remove all Environmental Considerations at Subscriber's sole cost and expense and (b) pay Company for all increased costs to perform this Agreement.

34. **U.L. Certified Systems.** In the event the System is U.L. certificated, Subscriber shall pay Company's prevailing initial and renewal certificate fees. In the event the System is activated without objective physical evidence of the necessity for the activation and Company dispatches an agent, Subscriber shall pay Company's prevailing charge for dispatch of such agent. U.L. certificated systems satisfy the requirements of U.L. for the stated class and grade as of the date of installation. In the future U.L. adopts new or different specifications for the certificate issued, Company agrees, upon receipt of written consent of Subscriber, to perform all services necessary to satisfy the new or different specifications of U.L. for the certificate issued, and Subscriber shall pay all costs thereof at Company's then prevailing charges.

35. **Paragraph Headings.** The paragraph titles used herein are for convenience of the parties only and shall not be considered in construing the provisions of this Agreement.

36. **Credit Investigation Report.** Subscriber authorizes and consents to credit investigations and reports by the Company and any other person or entity that provides financing to the Company or to whom this Agreement may be assigned.

37. **Right to Notice and Cure.** In the event of any breach of this Agreement by Company, Subscriber agrees to provide written notice to Company specifically identifying the nature of the breach and the provisions of this Agreement affected thereby, and to permit Company to cure the breach within five (5) business days after receipt of the written notice or, if the breach cannot be reasonably cured within said period, to promptly commence to cure and diligently proceed until cured. If Company cures any said breach as provided herein, this Agreement shall continue unabated and Company shall not be liable to Subscriber for any loss, damage or expense arising out of or from, resulting from, related to, in connection with or as a consequence of any said breach.

Initials: \_\_\_\_\_

38. **JURISDICTION, VENUE AND WAIVER OF JURY TRIAL.** EACH PARTY HEREBY IRREVOCABLY



AGREES THAT ANY SUIT, ACTION OR OTHER LEGAL PROCEEDING ("SUIT") ARISING OUT OF OR FROM, IN CONNECTION WITH OR AS A RESULT OF THIS AGREEMENT SHALL BE BROUGHT EXCLUSIVELY IN THE STATE COURTS OF RECORD OR THE COURTS OF THE UNITED STATES LOCATED IN THE DISTRICT OR COUNTY WHERE THE COMPANY'S PRINCIPAL PLACE OF BUSINESS IS LOCATED. EACH PARTY CONSENTS TO THE EXCLUSIVE JURISDICTION AND VENUE OF EACH SUCH COURT IN ANY SUCH SUIT AND WAIVES ANY OBJECTION THAT IT MAY HAVE TO JURISDICTION OR VENUE OF ANY SUCH SUIT. EACH PARTY CONSENTS TO SERVICE OF PROCESS IN ACCORDANCE WITH THE NOTICE PROVISIONS OF THIS AGREEMENT. EACH PARTY HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY SUIT, ACTION OR OTHER LEGAL PROCEEDING BROUGHT BY EITHER PARTY.

39. **Right to Terminate.** Notwithstanding anything contained herein to the contrary, Company may, in its sole discretion, terminate this Agreement, with or without cause and without any liability whatsoever, upon thirty (30) days notice to Subscriber. In the event such termination is without cause, Company shall, upon the written request of Subscriber, refund any unearned service charges. If the termination is for a monetary default, Subscriber understands and agrees that Company shall not release any data related to the System or any Services unless and until all amounts owed are paid in full.

40. **Company as Agent.** Subscriber hereby appoints Company as Subscriber's exclusive agent for the term of this Agreement with the authority to act on Subscriber's behalf for all purposes under this Agreement including, without limitation, communicating with any monitoring facility related to the System and Services.

41. **Internet Services.** Company hereby grants to Subscriber a non-exclusive, non-transferable license to use the Company's portal via the internet to access, input, delete and modify Information through the internet. Except for Subscriber's (a) failure to keep confidential all Information, passwords, etc., (b) use of the license or the Information in any manner that negatively affects Company, (c) use of the license or the Information for any illegal purpose, or (d) violation of any applicable law, this license shall continue and be coextensive with the term of this Agreement. Subscriber shall be solely and absolutely responsible for the Information which it inputs, deletes or modifies. Subscriber agrees that upon termination of this Agreement or termination or suspension of the license by Company, Company may immediately, and without notice, disable Subscriber's access to the portal via the internet and cancel all passwords or other access codes.

42. **Cross-Default.** In the event Company and Subscriber are parties to any other agreement, Subscriber acknowledges and agrees that a default by Subscriber under this Agreement or any other agreement between the parties shall be deemed to be a default by Subscriber under all such agreements between the parties permitting Company to exercise any or all of its rights under any or all of such agreements in the sole and absolute discretion of Company.

43. **Email Notice.** In the event Subscriber elects to receive automatic email notice of certain System events, e.g., the arming or disarming of the System, Subscriber acknowledges, understands and agrees that (I) any such notice is conditioned on (a) receipt of the data at Company's central station, (b) the proper operation of communication equipment, services, systems and networks including, without limitation, the internet, and (c) any failure, malfunction or delay in processing or transmitting the data by Company's equipment or software, and (II) Company is hereby released from any liability arising out of or from, resulting from or in connection with the failure, malfunction or delay of any such notice for any reason, including Company's or Representative's sole, joint or several negligence of any kind or degree.

44. **Electronic Media.** Subscriber authorizes Company to scan, image or otherwise convert this Agreement and any ancillary documents into an electronic format of any nature and to destroy all such written documents. Subscriber agrees that a copy of this Agreement or other ancillary document produced from such electronic format is legally equivalent to the original for any and all purposes, including litigation or arbitration.

45. **Execution in Counterparts and by Facsimile or Electronically.** This Agreement may be executed in any number of counterparts, any one of which need not contain the signature of more than one party, but all of which shall together constitute one and the same instrument. The parties agree that this Agreement and the signatures affixed hereto may be transmitted and delivered by facsimile or electronically and that all such signatures and this Agreement transmitted or delivered by facsimile or electronically shall be deemed to be originals for all purposes and given the same legal force and effect as the original Agreement and original signatures, including litigation and arbitration.

46. **Authorization.** Company and Subscriber each represent and warrant to the other party that (i) the execution, delivery and performance of this Agreement have been duly authorized by all necessary entity action, and (ii) this Agreement constitutes a valid and binding obligation as to it, enforceable against it in accordance with its terms.

47. **Consent to Call Subscriber and Call List.** Subscriber, for him/her/it self and as the authorized agent of Subscriber's employees and each person on the Call List from time-to-time, consents to Company (i) calling each such person's cell phone or other mobile device; (ii) using automatic dialers; and (iii) using a technology known as "robocalling" (unless such person notifies Company that he/she opts out of this clause (iii)).

48. **Applications.** If Subscriber has subscribed to an application (an "App"), Subscriber understands and agrees that (i) the App was developed by a third-party App developer, not Company; (ii) as a condition of downloading and using the App

Initials: \_\_\_\_\_



Subscriber must first agree to and continue to comply with the terms of an end-user license agreement ("EULA"); (iii) the EULA is between Subscriber and the App developer only; (iv) the App developer, not Company, is solely responsible for the App; (v) Company disclaims any and all warranties in connection with the App and shall not be liable for any damage, loss, cost or expense incurred by Subscriber and related to the App or Subscriber's use of the App; and (vi) as between Subscriber and Company, Company is a third-party beneficiary of the EULA.

49. **Statutory Notices.**

**NO WARRANTIES.** THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OR REVERSE HEREOF, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Initials: \_\_\_\_\_



*Your Safety Is Our Business*  
secure • monitor • connect

# City of Bellevue

## District 2 Camera Upgrades

80787-3-0  
Dated: 10/14/2025

Prepared for:  
Mayor Rusty Hike

Customer: City of Bellevue

Site: 2110 Fairview Street , District #2 Station (Avery)  
Bellevue, NE, 68005

Contact: Mayor Rusty Hike | 402-293-3000 | rusty.hike@bellevue.net



Proposal #: 80787-3-0  
Dated: 10/14/2025

## District 2 Camera Upgrades

### Scope of Work

SEi to upgrade the existing exterior cameras from Arecont cameras to Axis cameras.

The south side Arecont 180 degree camera will be upgraded to AXIS 180 degree camera.

Two corners of the facility (NW and NE) have existing dome cameras.  
NE camera will be relocated to the corner and changed to a corner dual camera  
NW single camera will be upgraded to a 5MP single dome camera and mounted on the west wall.

The SE corner, single camera will be upgraded to a corner mount MultiView.

The existing Salient camera license will be migrated to the new cameras.  
Any existing camera that is not upgraded will be removed from the VMS.

- **The proposal excludes potential price increases due to government-imposed tariffs. Any such increases will be the customer's responsibility until SEi receives a 50% deposit. Once the deposit is received, SEi will secure equipment at the current pricing.**

### Standard Qualifications:

- All work shall be done during normal working hours
- All ceiling, floor and walls are assumed to be accessible for cable and device installation
- Customer to provide Ethernet network including: equipment, network drops, connectivity, and IP addresses as required.
- Any existing wire and/or equipment to be reused that does not meet standards will be replaced at an additional charge
- SEi will provide programming of the system
- SEi is not responsible for drywall or painting work necessary for installation.
- SEi is not responsible for patching or covering holes left behind by removing, relocating, or replacing existing equipment.
- No integration to any other system is included in this proposal
- SEi has excluded sales tax in the proposal given.
- A 50% down payment will be required by SEi prior to our ordering equipment.
- Customer needs to be able to provide log in credentials and IPs for the existing recording device(s), and all existing IP cameras to be taken over by SEi.

Prepared by: Robb Walker • Major Accounts Executive  
rwalker@seisecurity.com • seisecurity.com  
2238 S 156 Circle Omaha, NE 68130 | P: (402)-778-3759 | F: (402)-333-7616



**Customer:** City of Bellevue

**Site:** 2110 Fairview Street , District #2 Station (Avery)  
Bellevue, NE, 68005

**Contact:** Mayor Rusty Hike | 402-293-3000 | [rusty.hike@bellevue.net](mailto:rusty.hike@bellevue.net)



*Your Safety Is Our Business*  
secure • monitor • connect

**Proposal #: 80787-3-0**  
**Dated: 10/14/2025**

**Prepared by: Robb Walker • Major Accounts Executive**  
**[rwalker@seisecurity.com](mailto:rwalker@seisecurity.com) • [seisecurity.com](http://seisecurity.com)**  
**2238 S 156 Circle Omaha, NE 68130 | P: (402)-778-3759 | F: (402)-333-7616**

Customer: City of Bellevue

Site: 2110 Fairview Street , District #2 Station (Avery)  
Bellevue, NE, 68005

Contact: Mayor Rusty Hike | 402-293-3000 | rusty.hike@bellevue.net



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secure • monitor • connect

Proposal #: 80787-3-0  
Dated: 10/14/2025

## Schedule of Protection

### Exterior 20MP MultiView

QTY	Description
1	Wall Mount
1	Corner Bracket
150	Cat6 Plenum Non Shielded White Wire
1	4x5MP Multidirectional Panoramic Camera with AI
1	Pendant Kit, White

### 5MP Exterior

QTY	Description
1	5MP Outdoor Dome Camera
1	Outdoor Pendant Kit for Select M32 and P32 Cameras
1	Wall Mount for M3046-V

### 8MP Dual Exterior

QTY	Description
1	AI DUAL-SENSOR PANORAMIC IP CAMERA
1	AXIS T94N02D Pendant Kit for P3715-PLVE Network Ca
1	Comer Bracket

### Exterior 180

QTY	Description
1	Outdoor 7MP Dome IP Camera, 180 Degree

## Investment Summary

Deposit Due in Advance	\$7,241.00
Balance Due Upon Completion	\$7,242.00
<b>Total Proposal Amount</b>	<b>\$14,483.00</b>

*Note: The above price does not include tax*

\* This proposal for the above described protection is valid for 30 days.

\* This proposal for the above described protection does not include tax and is covered by a one (1) year parts, labor and service guarantee



## Commercial Installation and Service Agreement

THIS AGREEMENT is made October 14, 2025, by and between SECURITY EQUIPMENT, INC and its directors, officers, shareholders, employees and agents, (collectively "Company") and City of Bellevue ("Subscriber"). Location of Customer's premises 2110 Fairview Street, District #2 Station (Avery), Bellevue, NE 68005.

Subject to the terms and conditions hereinafter set forth, Company agrees to sell, (except for any and all radio equipment), and provide ( ) of the equipment specified on "Schedule of Protection / Scope of Work" (all service offerings selected are collectively, "Services"), which is incorporated herein by reference.

### Note:

Subscriber acknowledges and agrees that (i) additional equipment, at additional cost, can provide increased detection ability, (ii) Subscriber has voluntarily elected to accept the System based on Subscriber's business reasons, e.g., cost, firm culture, Premises environment and conditions, insurance requirements, etc., (iii) a second telephone line at the Premises may be necessary to use the telephone while the System is transmitting data to the monitoring facility, (iv) if the System includes radio equipment or the System is owned by the Company, Subscriber shall permit Company to remove the radio equipment or the System within three (3) business days after the termination of services to the radio or the System and Subscriber agrees to pay Company on a time basis at Company's then prevailing charges for such removal or, at Company's sole election, Subscriber shall, at its sole cost, within three (3) business days after the termination of services to the radio or System, remove and return the radio equipment or the System complete, undamaged (ordinary wear and tear excepted), and in good working order to the Company at the Company's home office, (v) Subscriber shall notify Company of all ordinances or local policies of the police, sheriff, fire, medical, ambulance, guard, patrol and response services, and other governmental, private or volunteer departments and organizations (collectively, "First Responders") that may affect Company's performance of services to Subscriber, (vi) the local municipality where the Premises is located may require a license, permit or fee for the installation, use or monitoring of the System which is the sole responsibility of Subscriber to determine and comply with, and (vii) devices, Systems, networks, data and other communications transmitted through radio signals (wireless devices) or the internet are susceptible to being accessed by others, e.g., hackers, and Subscriber hereby releases Company for and from all damages, losses, costs and liabilities arising out of or from, in connection with or related to any third party's access of any such device, System, network, data or other communication related to this Agreement.

### Installation Charges:

Subscriber agrees to pay Company the sum of \$14,483.00, plus tax, if applicable, for the sale and installation of the System as follows: A 50% deposit prior to ordering equipment. The remaining balance is due in full at time of substantial completion. Installation jobs over \$25,000 are subject to additional progress billing frequencies at Company discretion. Upon substantial completion of installation by  electronic funds transfer ("EFT")  cash, check or money order  credit card. If EFT is checked, you authorize periodic debits to your bank account as stated above.

### Recurring Charges:

Subscriber agrees to pay Company the sum of \$0.00, plus tax, if applicable, per month for the lease of the System (if checked above), and Services, prepaid for a period of five (5) years. This Agreement shall automatically, without action by either party, renew under the same terms and conditions for successive periods equal to the initial period unless either party gives to the other at least thirty (30) days written notice, prior to expiration date, of intention to terminate this Agreement upon its original or any renewed expiration date or, in the event this renewal provision is not effective for any reason whatsoever, this Agreement shall automatically renew from month to month unless either party gives to the other at least thirty (30) days written notice of intention to terminate at the expiration of any such term. Time is of the essence with regard to this paragraph.

**NOTICE TO CUSTOMER: CUSTOMER SPECIFICALLY ACKNOWLEDGES AND ACCEPTS THE DISCLAIMER/LIMITATION OF LIABILITY AND INDEMNITY PARAGRAPHS HEREOF. TERMS AND CONDITIONS ARE AN INTEGRAL PART OF THIS AGREEMENT. CUSTOMER ACKNOWLEDGES RECEIPT OF A COPY OF CONTRACT. READ ALL PAGES BEFORE SIGNING.**

### Electronic Signatures:

The person signing this Agreement certifies that Customer's policies do not prohibit the acceptance and execution of terms and conditions in electronic form. In addition, each party consents to and agrees that the use of a keyboard, mouse, or other device (1) to select an item, button, icon or checkbox or (2) to enter text, or (3) to perform any similar act or action while using SEI's web-based portal(s) for the purpose of initiating, reviewing, modifying or completing any transaction regarding this Agreement constitutes a lawful and valid signature, acceptance, and agreement, and shall be treated the same as if such were actually made using a physical, written signature. The parties further agree that no certification authority, or other third-party verification is necessary to validate their respective electronic signature. The parties additionally agree that this Agreement is accepted and agreed to when an electronic signature for each party has been affixed to this Agreement.

**Customer consents to receive SEI invoices and statements by Electronic Delivery.**



**IN WITNESS WHEREOF, and intending to be legally bound, the parties have executed or caused this Agreement to be executed on the signing date unless otherwise agreed to in writing. Further, if the Customer is a corporation, the individual signing this Agreement on behalf of the Customer shall be personally liable as a surety for the financial obligation of the Customer.**

**SEi**

Submitted By: Robb Walker \_\_\_\_\_

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

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

**City of Bellevue**

Signature: \_\_\_\_\_

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

Print Name: Mayor Rusty Hike \_\_\_\_\_

Title: \_\_\_\_\_

Email: rusty.hike@bellevue.net \_\_\_\_\_



## Terms & Conditions

1. **DISCLAIMER/LIMITATION OF LIABILITY.** SUBSCRIBER UNDERSTANDS AND AGREES AS FOLLOWS: (I) NEITHER COMPANY NOR ITS DIRECTORS, OFFICERS, SHAREHOLDERS, PARTNERS OR EMPLOYEES (COLLECTIVELY, "REPRESENTATIVES") IS AN INSURER; (II) IT IS THE SPECIFIC INTENT OF THE PARTIES THAT (A) INSURANCE COVERING ALL LOSS, DAMAGE AND EXPENSE ARISING OUT OF OR FROM, IN CONNECTION WITH, RELATED TO, AS A CONSEQUENCE OF OR RESULTING FROM THIS AGREEMENT, SHALL BE OBTAINED AND CONTINUOUSLY MAINTAINED BY THE SUBSCRIBER, (B) RECOVERY FOR ALL SUCH LOSS, DAMAGE AND EXPENSE SHALL BE LIMITED TO ANY SUCH INSURANCE COVERAGE ONLY, AND (C) COMPANY AND REPRESENTATIVES ARE RELEASED FROM ANY AND ALL LIABILITY FOR ALL SUCH LOSS, DAMAGE AND EXPENSE; (III) COMPANY AND REPRESENTATIVES, EXCEPT AS SET FORTH HEREIN, MAKE NO GUARANTEE, REPRESENTATION OR WARRANTY INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE; (IV) COMPANY AND REPRESENTATIVES ARE RELEASED FOR ALL LOSS, DAMAGE OR EXPENSE WHICH MAY OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH, OR SUBSEQUENT TO THE EXECUTION OF THIS AGREEMENT DUE TO THE IMPROPER OPERATION OR NON-OPERATION OF THE SYSTEM (INCLUDING, WITHOUT LIMITATION OR EXAMPLE, THE COMMUNICATIONS EQUIPMENT OR SERVICES NECESSARY TO TRANSMIT TO OR RECEIVE ANY VOICE, VIDEO OR DATA AT THE MONITORING FACILITY); AND (V) SHOULD THERE ARISE ANY LIABILITY ON THE PART OF COMPANY OR REPRESENTATIVES FOR ECONOMIC LOSSES, PERSONAL INJURY, INCLUDING DEATH, OR PROPERTY DAMAGE (REAL OR PERSONAL) WHICH IS IN CONNECTION WITH, ARISES OUT OF OR FROM, RESULTS FROM, IS RELATED TO OR IS A CONSEQUENCE OF THE ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE OF COMPANY OR REPRESENTATIVES INCLUDING, WITHOUT LIMITATION, ACTS, ERRORS OR OMISSIONS WHICH OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH OR SUBSEQUENT TO THE EXECUTION OF THIS AGREEMENT, OR BREACH OF THIS AGREEMENT, OR ANY CLAIM BROUGHT IN PRODUCT OR STRICT LIABILITY, OR ANY CLAIM RELATED TO LOSS, THEFT OR UNAUTHORIZED USE OF ANY CONFIDENTIAL INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION OR PERSONAL HEALTH INFORMATION (AS DEFINED IN ANY PRIVACY LAW), OR ANY CLAIM FOR SUBROGATION, CONTRIBUTION OR INDEMNIFICATION, OR ANY CLAIM UNDER ANY OTHER THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT OR EQUITY, INCLUDING, WITHOUT LIMITATION, ANY GENERAL, DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, STATUTORY OR CONSEQUENTIAL DAMAGES, IRRESPECTIVE OF CAUSE, SUCH LIABILITY SHALL BE LIMITED TO THE MAXIMUM SUM OF \$1,000.00 COLLECTIVELY FOR COMPANY AND REPRESENTATIVES, AND THIS LIABILITY SHALL BE EXCLUSIVE.

IN THE EVENT THAT THE SUBSCRIBER WISHES TO INCREASE THE MAXIMUM AMOUNT OF SUCH LIMITED LIABILITY, SUBSCRIBER MAY, PRIOR TO AN OCCURRENCE RESULTING IN ECONOMIC LOSS, PERSONAL INJURY, INCLUDING DEATH, OR PROPERTY DAMAGE (REAL OR PERSONAL), AS A MATTER OF RIGHT, OBTAIN A HIGHER LIMIT PROSPECTIVELY BY PAYING AN ADDITIONAL AMOUNT FOR THE INCREASE IN SUCH LIMIT OF LIABILITY, BUT THIS PAYMENT SHALL IN NO WAY BE INTERPRETED TO HOLD COMPANY OR REPRESENTATIVES AS AN INSURER.

2. **Increase in Charges.** Company shall have the right to increase periodic charges at any time or times after the expiration of one (1) year from the date of this Agreement by an amount equal to the percentage increase in the Consumer Price Index for the USA (all goods and services) from the date of this Agreement or the date of the last increase in periodic charges, whichever is later, upon giving Subscriber written notice thirty (30) days in advance of the effective date of such change.

3. **Transmission of Data, Video or Voice.** Subscriber acknowledges and agrees that the System is a non-supervised reporting device. If the transmission medium for delivery of data ("Signals"), video images or voice or other audio communications from your System to the monitoring facility is incompatible with the System or is inoperative, circumvented, compromised or interrupted by natural or human causes including, without limitation, the cutting of the telephone line, radio transmission interference, power line surges or outages, internet or broadband problems and internet or broadband provider problems, there is no indication of this fact at the monitoring facility. Further, Subscriber understands that (i) a video system enables Company to record, store and review images of the Premises and the area outside of the Premises, (ii) video with audio capability enables Company to record, store and review oral communications from in and outside of the Premises, and (iii) a two-way voice system enables Company to "listen-in" to the Premises and to record, store and review such oral communications. Subscriber authorizes and consents to Company viewing the Premises and the area outside of the Premises and "listening-in" to the Premises and releases Company and Representatives for all claims, losses, damages, costs and expenses due to Company viewing the Premises and the area outside of the Premises and listening-in to the Premises.

4. **Release of Insured Losses.** Subscriber hereby releases Company and Representatives for all losses, damages and expenses (i) covered by Subscriber's insurance policies, (ii) policy deductibles, co-pay percentage, or retained limits, (iii) in excess of amounts paid by Subscriber's insurance, and (iv) due to under insurance.

5. **Waiver of Subrogation.** As an inducement to Company to enter into this Agreement, Subscriber represents, warrants and covenants that Subscriber's insurance companies shall not have (a) any rights created by a loan agreement, loan receipt, or other like document or procedure, or (b) any right of subrogation, indemnification or contribution against Company or Representatives

Initials: \_\_\_\_\_



6. **INDEMNIFICATION.** IF ANYONE OTHER THAN SUBSCRIBER, INCLUDING, WITHOUT LIMITATION, SUBSCRIBER'S INSURANCE COMPANY, ASKS COMPANY OR REPRESENTATIVES TO PAY FOR ANY LOSS, DAMAGE OR EXPENSE (INCLUDING, WITHOUT LIMITATION, ECONOMIC LOSSES, PROPERTY DAMAGE, PERSONAL INJURY OR DEATH) DUE TO (I) BREACH OF CONTRACT OR WARRANTY, EXPRESS OR IMPLIED, (II) ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE BY COMPANY OR REPRESENTATIVES, (III) FAILURE OR MALFUNCTION OF THE SYSTEM TRANSMISSION MEDIUM OR THE MONITORING FACILITY/FACILITIES, (IV) RECORDING OF COMMUNICATIONS OR VIDEO SURVEILLANCE/RECORDING, (V) PRODUCT OR STRICT LIABILITY, (VI) A CLAIM RELATED TO LOSS, THEFT OR UNAUTHORIZED USE OF ANY CONFIDENTIAL INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION OR PERSONAL HEALTH INFORMATION (AS DEFINED IN ANY PRIVACY LAW), (VII) A CLAIM FOR SUBROGATION, INDEMNIFICATION OR CONTRIBUTION, OR (VIII) A CLAIM UNDER ANY OTHER LEGAL THEORY, SUBSCRIBER AGREES TO PAY (WITHOUT ANY CONDITION THAT COMPANY OR REPRESENTATIVES FIRST PAY) FOR ALL LOSSES, DAMAGES, COSTS AND EXPENSES INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, WHICH MAY BE ASSERTED AGAINST OR INCURRED BY COMPANY OR REPRESENTATIVES.

7. **Installation; Service; Delays.** Subscriber acknowledges and agrees that Company and Representatives have no knowledge of existing hidden pipes, wires or other like objects within walls, floors, ceilings and other concealed spaces, and it is Subscriber's obligation to advise Company of such hidden objects, failing which Company and Representatives are released for any damages, losses or expenses arising out of or from, in connection with, as a result of, related to or as a consequence of such hidden objects. Company and Representatives make no representation of delivery and installation of equipment or commencement of Services by any particular date. Any cost or expense incurred as a result of any such delay including, without limitation, any guard services required, shall be borne by and the sole responsibility of Subscriber.

8. **Title; Suspension of Service; Shut-Down; Lock-Out.** If equipment is leased by or loaned to Subscriber, title to any such equipment shall at all times hereafter remain in Company. Subscriber understands and agrees that Company may, in its sole and absolute discretion, electronically lock out the access control panel or alarm communicator (collectively, the "Panel") in order to limit access to the Panel to Company only. Should Subscriber default hereunder, or upon expiration or termination of this Agreement for any reason, or if the System excessively sends video images or data to Company's monitoring facility as a result of any cause other than Company's sole negligence, Subscriber unconditionally and irrevocably authorizes Company concurrently or consecutively to: (i) suspend service, (ii) ignore all video images and Signals received from the Systems, (iii) terminate this Agreement, (iv) shut down the Panel and/or the System, (v) render some or all of the equipment incapable of sending a signal locally or communicating with any monitoring facility, and refuse to unlock the Panel, and (vi) provide repair service to the System. In the event that Company notifies Subscriber by telephone, electronically or otherwise of Company's decision to service such System and Subscriber fails to (a) immediately authorize Company to provide repair services, and (b) provide reasonable unrestricted access to the Premises and the System within four (4) hours after such notice, Subscriber agrees to pay to Company its then prevailing charges for each data transmission or video image from or to such System. The exercise of such rights shall not be deemed a waiver of Company's right to damages, and Company shall have the right to enforce all other legal or equitable remedies and rights.

9. **Subscriber's Duties and Responsibilities.** It is the Subscriber's sole responsibility to (a) confirm that the communications equipment, technology and services which are not supplied by Company are compatible with the System and any monitoring facility, especially when there are changes to (i) such communications equipment, technology or services, or (ii) any telecommunications, radio, internet, satellite or other service or provider; and (b) test the System periodically (not less than monthly) and whenever changes are made to the communication path between the System and the monitoring facility, communications equipment, technology or services for the System. Subscriber understands, acknowledges and agrees that not all communications equipment, technology or services used to transmit Signals, video images and voice or other audio communication between the System and any monitoring facility are or will continue to be available from every telephone, radio, internet, satellite or other service provider (collectively, "Provider"). In the event of any discontinuance, suspension, termination, modification or change (collectively, a "Change") or any contemplated Change as reasonably determined by Company in connection with any communications equipment, technology, software, service or Provider, and there is a commercially reasonable alternative available in order to continue services under this Agreement, Subscriber hereby authorizes Company to provide Subscriber with such alternative in Company's sole and absolute discretion. Subscriber shall be solely responsible to pay (or shall promptly reimburse Company) for (a) all costs of any Provider as well as charges by the Company to modify, substitute or replace any communications equipment, technology, software, service or Provider (at Company's then prevailing rates on a time and material basis), and (b) any increase in monthly charges under this Agreement for lease, service, monitoring, etc. in connection with, arising out of or from, as a result of or related to any Change to or modification, substitution or replacement of the communications equipment, technology, service or Provider. Any claimed inadequacy or failure of the System, the communications equipment, technology, service or Provider must be immediately reported to Company or the Provider, as appropriate, for correction or repair service. When required, Subscriber shall be solely responsible for the connection of the System or any portion thereof to a fire alarm/life safety system.

10. **False Alarms.** In the event the System is activated for any reason whatsoever, the Subscriber shall (a) pay without recourse, or (b) reimburse Company for any fines, fees, costs, expenses and penalties assessed against Subscriber or Company by any court or governmental agency.

Initials: \_\_\_\_\_



11. **Default of Subscriber.** In the event of any default by Subscriber, without limiting the rights of Company under this Agreement or at law or equity, Company shall be entitled to retain all prepayments received and Subscriber shall immediately pay to Company (a) all payments then due and payable, (b) all charges for labor, material and equipment incurred by Company due to such default based on a time and material basis at Company's then prevailing charges, and (c) fifty percent (50%) of all payments which would be due hereunder for the unexpired term as liquidated damages and not as a penalty; and Company shall have no further obligation to perform under this Agreement. In addition, if any suit or alternative dispute resolution proceeding is instituted and Company is the substantially prevailing party by judgment, award, finding or settlement, Subscriber shall pay directly or reimburse Company for all of its costs and expenses including, without limitation or example, consultants' and professionals' fees and costs including, without limitation or example, reasonable attorneys' fees and costs.

12. **Binding Agreement; Applicable Law.** This Agreement becomes binding upon Company only (a) when signed by an authorized representative of Company, who must be a corporate officer if (i) there are any additions to the Agreement, or (ii) any of the printed terms and conditions have been altered, deleted or substituted by other wording, or (b) upon commencement of services. This Agreement is binding on the heirs, executors, administrators, successors and permitted assigns of the parties, and shall be governed by and construed according to the laws of Company's principal place of business without reference to its conflicts of law rules. The interpretation of this Agreement shall not be construed against the drafter.

13. **Assignability of Agreement.** This Agreement is not assignable by Subscriber except upon the written consent of Company, which shall be in Company's sole and absolute discretion. This Agreement or any portion thereof is assignable by Company in its sole and absolute discretion.

14. **Finance and Late Charges.** A finance charge of one and one-third (1-1/3%) percent per month (sixteen (16%) percent per year) will apply to all obligations not paid pursuant to the terms contained herein. Subscriber shall also pay to Company an administrative fee (late charge) of five (5%) percent of any payment due hereunder received by Company after the date on which such payment is due as liquidated damages and not as a penalty.

15. **No Waiver of Breach.** There shall be no waiver by Company of any breach of this Agreement unless specifically waived in writing by Company. If Company shall waive any breach by Subscriber, it shall not be construed as a waiver of any subsequent breach. Company's rights hereunder shall be cumulative, and any rights hereunder may be exercised concurrently or consecutively and shall include all remedies available even though not expressly referred to herein.

16. **Monitoring Service.** Monitoring service consists solely of monitoring service personnel ("Operator") communicating electronically with First Responders or calling by telephone the telephone numbers supplied by Subscriber in writing for First Responders and persons identified by Subscriber as Subscriber's emergency contacts (the "Call List") within a reasonable period of time under the circumstances at the monitoring facility and the priority of the Signals which are identified in writing (hereinafter "Listed Codes") or video images which, in the Operator's sole and absolute discretion, clearly and conspicuously reveal the necessity for monitoring services appear on the Operator's computer screen at the monitoring facility or when voice communication requesting assistance is received by an Operator from Subscriber or from the Premises. No monitoring service shall be rendered for voice communication which does not request assistance or for video images which do not clearly and conspicuously reveal the necessity for monitoring service. In the event a Signal is received at the monitoring facility which is not a Listed Code, Subscriber agrees that Company's sole duty and obligation is for Company to log the Signal (the "Unlisted Code Policy").

If the Premises is located in a jurisdiction requiring a personal verified on-site response ("Verified Response") prior to dispatching a First Responder, it is Subscriber's sole responsibility to engage a service to provide such Verified Response. All fees, costs and expenses in connection with Verified Response shall be borne by Subscriber only. You understand and agree that First Responders may not be dispatched or respond to your Premises after notice to First Responders of receipt of a burglar alarm signal or fire alarm signal by Company unless there is independent confirmation of a burglary or fire at your Premises, e.g., an on-site witness' report that a point of entry exists or a fire exists.

Notwithstanding anything contained herein to the contrary, (a) upon receipt of a Listed Code or video images and prior to communicating electronically or by telephone to First Responders or the Call List, Company may, in its sole and absolute discretion and without any liability, attempt to telephone the Premises or attempt to contact Subscriber through telephone, electronic mail, text message or other similar means of communication at numbers or addresses provided by Subscriber in writing, as frequently as Company deems appropriate to verify the necessity to report the receipt of a Listed Code or video images to First Responders or the Call List, and (b) upon the receipt of an abort code or oral or electronic advice to disregard the receipt of a Listed Code or video images from any person at the Premises, Subscriber's representative or any of the personal contacts on the Call List, all of whom have Subscriber's authority and consent to direct Company to disregard receipt of a Listed Code, Company may, in its sole and absolute discretion and without any liability, refrain from contacting First Responders or the Call List or advise anyone previously notified of a Listed Code or video images of receipt of an abort code or oral or electronic advice to disregard the receipt of the Listed Code or video images.

Company's efforts to notify first responders or the Call List shall be satisfied by advice electronically or by telephone to any person answering the telephone at the telephone number(s) provided to Company in writing or by leaving a message with a telephone answering service or any mechanical, electrical, electronic or other technology permitting the recordation of voice or data communications.

Initials: \_\_\_\_\_



Subscriber acknowledges and agrees that (i) all software, hardware, firmware, codes, Signals, audio and voice communications, video images, information and documentation arising out of or from, in connection with, related to, as a consequence of or resulting from this Agreement or the Services (collectively, the "IP Property") are the sole and exclusive property of Company and Subscriber has no rights whatsoever in any of the IP Property, and (ii) Company shall have the right in its sole and absolute discretion to destroy, delete, erase, etc. (collectively, "Destruction") the IP Property at any time without notice to Subscriber; provided, that upon the written request of Subscriber, received prior to the Destruction of the IP Property, to retain any specific IP Property, Company shall use commercially reasonable efforts to store the specific IP Property as requested by Subscriber on the condition precedent that Subscriber pay all fees, costs and expenses related to any such request.

**17. Repair; Inspection; Maintenance; Takeover Systems.**

(a) If Subscriber has purchased repair services, repair services consist of providing all necessary labor, material, parts and equipment to service the System due to ordinary wear and tear only, excluding battery replacement, alarm screens, wiring, light bulbs, L.E.D.s, L.C.D.s, foil tape and obsolete, end of useful life or degraded material, parts or equipment pursuant to the terms hereof. All other service shall be paid by Subscriber on a time and material basis at Company's then prevailing charges.

(b) If Subscriber has purchased per call repair services, per call repair service consists of providing all necessary labor, material, parts and equipment to service the Subscriber's system, pursuant to the terms hereof, and Subscriber agrees to pay Company on a time and material basis at Company's then prevailing charges.

(c) If Subscriber has purchased inspection services, inspection service consists of providing all necessary labor and testing equipment to inspect only the visible equipment of the System, pursuant to the terms hereof, for the sole purpose of determining if said visible equipment is operative. Inspection service shall be performed on or about the anniversary date of this Agreement conditioned on Subscriber contacting Company to schedule an appointment for such service.

(d) If Subscriber has purchased maintenance services, maintenance services consists of providing all labor necessary to inspect the visible parts of the System annually on or about the anniversary date of this Agreement or as otherwise agreed in writing, conditioned on Subscriber contacting Company to schedule an appointment for such service, and to provide all necessary labor, material, parts and equipment to service the System at that time due to ordinary wear and tear only, excluding obsolete, end of useful life or degraded material, parts or equipment pursuant to the terms hereof. All other service shall be paid by Subscriber on a time and material basis at Company's then prevailing charges.

(e) If the System is leased, upon receipt of notice from Subscriber of the necessity to service the System, Company agrees, pursuant to the terms hereof, to provide all labor, material, parts and equipment to service the System due to ordinary wear and tear only, excluding obsolete, end of useful life or degraded material, parts or equipment. All other service shall be paid by Subscriber on a time and material basis at Company's then prevailing charges.

(f) Company makes no representation, promise, warranty or guarantee that there will be no interruptions of service or delay in performing service. Company's sole obligation after receiving a service request is to dispatch a service employee to the Premises within a reasonable time after a service employee becomes available, during normal business hours excluding Saturdays, Sundays and holidays, after receipt of Subscriber's request to do so.

(g) It is understood and agreed by the parties that all service to the System shall be performed by Company only, but Subscriber agrees that Company's duty to service the System is subject to the availability of the original part or equipment from the original manufacturer, and to the terms of this Agreement and conditioned upon Subscriber notifying Company of the necessity for such service. Subscriber agrees to pay Company's minimum service call charge in the event Subscriber does not provide unrestricted access when Company attempts to provide service at the Premises.

(h) Subscriber agrees that all repair, replacement, programming, reprogramming or modification to the System shall be performed by Company only. Unless this Agreement provides otherwise, all such service shall be paid by Subscriber on a time and material basis at Company's then prevailing charges.

(i) If the System is a takeover, in whole or in part, Company reserves the right, in its sole and absolute discretion, to terminate this Agreement at any time by ten (10) days written notice to you in the event Company determines, in its sole and absolute discretion, that the System is not in good operating condition or in good working order, that the System will not operate properly with the Services, that there have been excessive activations of the System, that the System has been abused or that the number of problems or cost of service has been or may become excessive and, upon termination by Company, Subscriber shall be entitled to reimbursement of the unearned charge paid for the then current period on request of Subscriber and this shall be the limit of Company's liability.

Initials: \_\_\_\_\_



18. **Inspection Services**

(a) Service for a fire alarm system consists of providing all necessary labor and testing equipment to visually observe and test the (i) detection devices of the System to determine whether each detection device generates a communication to the control unit(s) of the System; (ii) control unit(s) to determine whether each control unit generates a communication to the appropriate receiving unit(s) or appliance(s); and (iii) manually activated devices of the System, all in substantial compliance in all material respects with applicable law.

(b) Company makes no representation, promise, warranty or guarantee that there will be no interruptions of Service or delay in performing Service. All Service shall be performed at a mutually agreeable date and time, during Company's normal business hours excluding Saturdays, Sundays and holidays.

(c) It is understood and agreed by Subscriber that all Service to the System shall be performed by Company only. Subscriber agrees to pay Company's minimum service call charge in the event Subscriber does not provide unrestricted access when Company attempts to provide Service at the Premises.

(d) It is understood and agreed by Subscriber that in the event Company identifies a defect or problem with the System or any test or inspection, Company's sole duty is to advise Subscriber's representative of the defect or problem. Under no circumstances shall Company have any duty or obligation to repair, replace, correct or notify any other person of any such defect or problem.

19. **Video Systems.** If the System records and/or transmits video images and/or audio, electronic or the other forms of communication, Subscriber represents, warrants, covenants and agrees that it shall at all times (i) provide and maintain adequate power and sufficient lighting for all cameras audio devices, or other video-related equipment as recommended by the manufacturer; (ii) inform all persons who enter the Premises that their image and/or communications may be recorded and/or transmitted to others by video and/or audio equipment located on the Premises; (iii) comply with all privacy rights and laws and not use or permit the use of video and/or audio equipment where or in circumstances any person may have a reasonable expectation of privacy; (iv) use broadband connectivity exclusively to transmit video images and audio from any video system; (v) use the video and/or audio system for security surveillance and/or management services only; (vi) not use the video and/or audio system for any criminal, illegal, or otherwise unlawful activity; and (vii) obtain and keep in effect all permits or licenses required for the installation and operation of the video and/or audio system.

Subscriber understands and agrees that (i) a video and/or audio system enables Subscriber and/or Company to record, store and review images and/or communications of people in the Premises and outside of the Premises, and Subscriber hereby agrees, authorizes and consents to Company recording, storing and reviewing video images and communications recorded and/or transmitted from the video and/or audio system at the Premises; (ii) video system services are limited to the area of the Premises covered by the video system images and such coverage and/or images may be adversely affected by the camera angle, glare, lighting, contrast, etc., any of which may result in less than adequate images for the Operator to ascertain the necessity for video system services; (iii) Company is not liable for any delay or failure of notification due to in whole or in part to (a) any Force Majeure event including, without limitation or example, cellular provider transmission or network malfunctions, including overload of the cellular network, or (b) invalid email, text or other electronic addresses; and (iv) any and all third-party claims related to the video and/or audio system asserted against Company shall be deemed to be subject to paragraph number 1 of the Agreement.

20. **Remote Programming Services.** Subscriber hereby authorizes and consents to Company inputting, modifying, deleting and using electronic data concerning operation of the System through electronic communication between the System and Company's office or monitoring facility.

21. **Suspension of Service.** Subscriber agrees that Company's obligations hereunder are waived automatically without notice and Subscriber releases Company for all loss, damage and expense in the event of (i) a default or breach of this Agreement by Subscriber, (ii) the monitoring facility, transmission medium between the System and the monitoring facility, or the System is destroyed, damaged, inoperable or malfunctions for any reason whatsoever, or (iii) delays or interruption of Service(s) due in whole or in part, directly or indirectly, to riots, strikes, lockouts, other labor disputes, civil unrest, terrorism, war (declared or undeclared), weather, natural phenomenon, acts of God, casualty, governmental orders, laws, rules or regulations, transportation, environmental conditions or any other reason beyond the reasonable control of Company ("Force Majeure"), for the duration of such interruption of service, and Subscriber shall be entitled to reimbursement of the unearned charge paid for the period of interruption on request of Subscriber and this shall be the limit of Company's liability. During any interruption of Services for any reason including, without limitation, Force Majeure, the Company has no duty, obligation or liability to supply Subscriber with alternative or substitute services.

22. **Duties of Parties When Equipment Required By Third Parties.** Notwithstanding anything contained herein to the contrary, upon receipt of written notice from Subscriber, Subscriber's insurance company or other authority having jurisdiction, Company agrees to furnish and install all material and equipment required and Subscriber shall pay Company for all such costs on a time and material basis at Company's then prevailing charges.

Initials: \_\_\_\_\_



23. **LIMITED WARRANTY (ONLY IF SYSTEM SOLD TO SUBSCRIBER).**

(A) COMPANY HEREBY WARRANTS TO SUBSCRIBER THAT ORIGINALLY PURCHASED THE SYSTEM ALONE ONLY THAT ALL OF THE MATERIAL IS INSTALLED IN A GOOD AND WORKMANLIKE MANNER. IN THE EVENT THAT ANY PART, EXCEPT FOR WIRING, BATTERIES AND OTHER CONSUMABLE PARTS SHALL BECOME DEFECTIVE WITHIN ONE (1) YEAR FROM THE DATE OF THE ORIGINAL INVOICE FOR THIS INSTALLATION, OR FOR A TERM EQUAL TO THAT PROVIDED BY THE ORIGINAL EQUIPMENT MANUFACTURER, WHICHEVER IS LESS, COMPANY SHALL, AT ITS SOLE ELECTION, REPLACE OR REPAIR THE DEFECTIVE PART WITHOUT CHARGE TO SUBSCRIBER. ANY REPLACEMENT PART SHALL REMAIN UNDER WARRANTY FOR THE REMAINDER OF THE ORIGINAL WARRANTY PERIOD. THIS WARRANTY IS NOT ASSIGNABLE.

(B) EXCEPT AS SET FORTH IN PARAGRAPH A, COMPANY AND REPRESENTATIVES MAKE NO EXPRESS WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE; ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED.

(C) THIS WARRANTY DOES NOT COVER ANY SOFTWARE, ON-SITE PROGRAMMING OR REPROGRAMMING OF THE SYSTEM, OR DAMAGE TO MATERIAL OR EQUIPMENT CAUSED BY ACCIDENT, VANDALISM, WAR, DECLARED OR UNDECLARED, CIVIL UNREST, TERRORISM OR OTHER VIOLENCE, SUBSCRIBER NEGLIGENCE, FLOOD, WATER, LIGHTNING, FIRE, INTRUSION, ABUSE, MISUSE, AN ACT OF GOD, STRIKE, LOCKOUT OR OTHER LABOR DISPUTE, ANY LAW, ORDER OR OTHER REQUIREMENT OF ANY GOVERNMENTAL AGENCY OR OTHER AUTHORITY, ANY CASUALTY, INCLUDING ELECTRICITY, ATTEMPTED UNAUTHORIZED REPAIR SERVICE, MODIFICATION OR IMPROPER INSTALLATION BY ANYONE OTHER THAN COMPANY, OR ANY OTHER CAUSE OTHER THAN ORDINARY WEAR AND TEAR, COMPANY SHALL NOT BE LIABLE FOR ANY GENERAL, DIRECT, SPECIAL, EXEMPLARY, PUNITIVE, STATUTORY, MULTIPLE, INCIDENTAL OR CONSEQUENTIAL DAMAGES. SUBSCRIBER ACKNOWLEDGES: THAT ANY AFFIRMATION OF FACT OR PROMISE MADE BY COMPANY SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY; THAT COMPANY DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS THAT THE SYSTEM OR SERVICE SUPPLIED MAY NOT BE COMPROMISED, CIRCUMVENTED, OR THE SYSTEM OR SERVICES WILL IN ALL CASES PROVIDE THE SIGNALING, MONITORING AND RESPONSE FOR WHICH IT WAS INTENDED; THAT SUBSCRIBER IS NOT RELYING ON COMPANY'S SKILL OR JUDGMENT IN SELECTING OR FURNISHING A SYSTEM SUITABLE FOR ANY PARTICULAR PURPOSE; THAT THERE ARE NO EXPRESS WARRANTIES WHICH EXTEND BEYOND THOSE ON THE FACE OF THE AGREEMENT HEREOF, OR HEREIN, AND THAT ALL IMPLIED WARRANTIES, IF ANY, COINCIDE WITH THE DURATION OF THIS WARRANTY.

24. **Company Duty Concerning Property of Others.** Subscriber agrees that Company has no responsibility for the condition or operation of any equipment, device, or property of any sort of Subscriber, the communications provider or others ("Property"). If Company provides service to Property, Subscriber agrees that all relevant terms and conditions of this Agreement shall apply to all such service and Subscriber shall pay for such service on a time and material basis at Company's then prevailing charges.

25. **Contractual Limitation of Actions.** All claims, actions or proceedings, legal or equitable, against Company or Representatives must be commenced in court within one (1) year after the cause of action has accrued, without judicial extension of time, or said claim, action or proceeding is barred. Time is of the essence of this paragraph.

26. **Integrated Agreement; Valid Agreement; Modifications.** This instrument contains the entire Agreement between the parties hereto with respect to the transactions described herein and supersedes all previous and contemporaneous negotiations, commitments, contracts, express or implied, warranties, express or implied, statements and representations, whether written or oral, pertaining thereto, all of which shall be deemed merged into this Agreement. NEITHER PARTY HAS AUTHORITY TO MAKE OR CLAIM ANY REPRESENTATION, TERM, PROMISE, CONDITION, STATEMENT, WARRANTY, OR INDUCEMENT (COLLECTIVELY, "INDUCEMENT") WHICH IS NOT EXPRESSED HEREIN. EACH PARTY REPRESENTS THAT IT/HE/SHE IS NOT RELYING ON ANY INDUCEMENT IN SIGNING THIS AGREEMENT WHICH IS NOT EXPRESSED IN THIS AGREEMENT. Should any provision hereof (or portion thereof), or its application to any circumstances, be held illegal, invalid or unenforceable to any extent, the validity and enforceability of the remainder of the provision and this instrument, or of such provisions as applied to any other circumstances, shall not be affected thereby, and shall continue in full force and effect as valid, binding and subsisting; provided, however, in the event either the "Disclaimer/Limitation of Liability" or "Indemnification" sections or any portion of each is held by a court to be invalid or unenforceable, Company shall have the right to terminate this Agreement without any liability upon thirty (30) days prior written notice to Subscriber. If any provision or portion thereof is stricken, then such stricken provision or portion thereof shall be replaced, to the extent possible, with a legal, valid and enforceable provision that is as similar in tenor to the stricken provision or portion thereof as is legally possible. All changes or amendments to this Agreement must be in writing and signed by all parties to be binding on the parties.

27. **Additional Equipment or Service.** If, at any time after the date hereof, additional equipment or services are requested or authorized by Subscriber, all sales, leases, installation and services supplied by Company shall be subject to the terms of this Agreement only, except that additional charges shall be made for such additional sales, leases, installation or services.

Initials: \_\_\_\_\_

28. **Right to Subcontract.** Company may subcontract for the provision of services under this Agreement. Subscriber



acknowledges and agrees that the provisions of this Agreement inure to the benefit of and are applicable to any subcontractors engaged by Company to provide any service set forth herein to Subscriber, and bind Subscriber to said subcontractor(s) with the same force and effect as they bind Subscriber to Company. Any subcontractor and Company are each independent contractors (not partners or joint ventures).

29. **Consent to Intercept, Record, Disclose And Use Contents of Communications.** Subscriber, for itself and as the authorized agent of its owners, partners, members, officers, directors, invitees, guests, agents, representatives and employees (individually and collectively, "Any Person"), hereby consents to Company, in the ordinary course of its business, recording, reviewing, copying and using the contents of all telephone, video, oral, electronic, internet, broadband and other forms of transmission or communication to which Subscriber and/or Any Person and Company are parties.

30. **Consent to Communication to Others.** Subscriber hereby irrevocably authorizes and consents to Company communicating with U.L. (as necessary or appropriate) and Subscriber's insurance company and/or broker in connection with this Agreement and/or the relationship between Company and Subscriber arising out of or from or as a result of this Agreement; provided, that Company shall not be obligated or required to communicate with any other person or entity including, without limitation, U.L. and Subscriber's insurance company or broker, and all such communication shall be in Company's sole and absolute discretion; provide, further, that all such communications or failures to communicate shall not result in any liability of Company or Representatives. No third-party including, without limitation, U.L. and Subscriber's insurance company and broker are third-party beneficiaries of this section.

31. **Prior Agreements With Others.** Subscriber represents and warrants that (a) his/her/its cancellation or termination of any contract, or (b) execution of this Agreement does not breach and will not breach any contract with or obligation to any other person. Subscriber agrees to protect, defend, indemnify and hold harmless Company and Representatives from and against and pay (without any condition that Company or Representatives first pay) for all claims, demands, suits, liabilities, losses, damages, judgments, costs and expenses including, without limitation, attorneys' fees and court costs arising out of or from, in connection with, as a result of, related to or as a consequence of Subscriber's breach of this representation and warranty.

32. **Subscriber's Duty to Pay for Increased Costs.** Notwithstanding anything to the contrary contained herein, if (i) any pass-through cost increases, or (ii) any state or Federal statute or regulation, or (iii) any trade union jurisdictional dispute results in Company incurring any extra expense including, without limitation, paying higher compensation or wage rates to perform the installation and/or service, Subscriber hereby consents and authorizes Company to incur such increased or extra expense on behalf of and for the account of the Subscriber, and Subscriber shall pay Company for all such costs incurred by Company.

33. **Environmental Considerations.** Subscriber acknowledges and agrees that any duty or obligation of Company or Representatives under this Agreement, at law or in equity is subject to and conditioned upon, among other things, the Premises not containing or being affected in any manner whatsoever by any public or private nuisance, ultra hazardous or dangerous activity or any hazardous substance ("Environmental Considerations"), or the violation of any applicable local, state or federal statute, ordinance, rule, regulation, order or court order arising out of or from, in connection with, resulting from, related to or as a consequence of Environmental Considerations. In the event the Premises contain or are affected by Environmental Considerations, Company may elect, in its sole and absolute discretion and without any liability whatsoever, to (i) terminate this Agreement pursuant to the paragraph titled "Default of Subscriber", or (ii) affirm this Agreement. If Company affirms this Agreement, Subscriber shall (a) immediately remove all Environmental Considerations at Subscriber's sole cost and expense and (b) pay Company for all increased costs to perform this Agreement.

34. **U.L. Certified Systems.** In the event the System is U.L. certificated, Subscriber shall pay Company's prevailing initial and renewal certificate fees. In the event the System is activated without objective physical evidence of the necessity for the activation and Company dispatches an agent, Subscriber shall pay Company's prevailing charge for dispatch of such agent. U.L. certificated systems satisfy the requirements of U.L. for the stated class and grade as of the date of installation. If in the future U.L. adopts new or different specifications for the certificate issued, Company agrees, upon receipt of written consent of Subscriber, to perform all services necessary to satisfy the new or different specifications of U.L. for the certificate issued, and Subscriber shall pay all costs thereof at Company's then prevailing charges.

35. **Paragraph Headings.** The paragraph titles used herein are for convenience of the parties only and shall not be considered in construing the provisions of this Agreement.

36. **Credit Investigation Report.** Subscriber authorizes and consents to credit investigations and reports by the Company and any other person or entity that provides financing to the Company or to whom this Agreement may be assigned.

37. **Right to Notice and Cure.** In the event of any breach of this Agreement by Company, Subscriber agrees to provide written notice to Company specifically identifying the nature of the breach and the provisions of this Agreement affected thereby, and to permit Company to cure the breach within five (5) business days after receipt of the written notice or, if the breach cannot be reasonably cured within said period, to promptly commence to cure and diligently proceed until cured. If Company cures any said breach as provided herein, this Agreement shall continue unabated and Company shall not be liable to Subscriber for any loss, damage or expense arising out of or from, resulting from, related to, in connection with or as a consequence of any said breach.

Initials: \_\_\_\_\_

38. **JURISDICTION, VENUE AND WAIVER OF JURY TRIAL.** EACH PARTY HEREBY IRREVOCABLY



AGREES THAT ANY SUIT, ACTION OR OTHER LEGAL PROCEEDING ("SUIT") ARISING OUT OF OR FROM, IN CONNECTION WITH OR AS A RESULT OF THIS AGREEMENT SHALL BE BROUGHT EXCLUSIVELY IN THE STATE COURTS OF RECORD OR THE COURTS OF THE UNITED STATES LOCATED IN THE DISTRICT OR COUNTY WHERE THE COMPANY'S PRINCIPAL PLACE OF BUSINESS IS LOCATED. EACH PARTY CONSENTS TO THE EXCLUSIVE JURISDICTION AND VENUE OF EACH SUCH COURT IN ANY SUCH SUIT AND WAIVES ANY OBJECTION THAT IT MAY HAVE TO JURISDICTION OR VENUE OF ANY SUCH SUIT. EACH PARTY CONSENTS TO SERVICE OF PROCESS IN ACCORDANCE WITH THE NOTICE PROVISIONS OF THIS AGREEMENT. EACH PARTY HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY SUIT, ACTION OR OTHER LEGAL PROCEEDING BROUGHT BY EITHER PARTY.

39. **Right to Terminate.** Notwithstanding anything contained herein to the contrary, Company may, in its sole discretion, terminate this Agreement, with or without cause and without any liability whatsoever, upon thirty (30) days notice to Subscriber. In the event such termination is without cause, Company shall, upon the written request of Subscriber, refund any unearned service charges. If the termination is for a monetary default, Subscriber understands and agrees that Company shall not release any data related to the System or any Services unless and until all amounts owed are paid in full.

40. **Company as Agent.** Subscriber hereby appoints Company as Subscriber's exclusive agent for the term of this Agreement with the authority to act on Subscriber's behalf for all purposes under this Agreement including, without limitation, communicating with any monitoring facility related to the System and Services.

41. **Internet Services.** Company hereby grants to Subscriber a non-exclusive, non-transferable license to use the Company's portal via the internet to access, input, delete and modify Information through the internet. Except for Subscriber's (a) failure to keep confidential all Information, passwords, etc., (b) use of the license or the Information in any manner that negatively affects Company, (c) use of the license or the Information for any illegal purpose, or (d) violation of any applicable law, this license shall continue and be coextensive with the term of this Agreement. Subscriber shall be solely and absolutely responsible for the Information which it inputs, deletes or modifies. Subscriber agrees that upon termination of this Agreement or termination or suspension of the license by Company, Company may immediately, and without notice, disable Subscriber's access to the portal via the internet and cancel all passwords or other access codes.

42. **Cross-Default.** In the event Company and Subscriber are parties to any other agreement, Subscriber acknowledges and agrees that a default by Subscriber under this Agreement or any other agreement between the parties shall be deemed to be a default by Subscriber under all such agreements between the parties permitting Company to exercise any or all of its rights under any or all of such agreements in the sole and absolute discretion of Company.

43. **Email Notice.** In the event Subscriber elects to receive automatic email notice of certain System events, e.g., the arming or disarming of the System, Subscriber acknowledges, understands and agrees that (I) any such notice is conditioned on (a) receipt of the data at Company's central station, (b) the proper operation of communication equipment, services, systems and networks including, without limitation, the internet, and (c) any failure, malfunction or delay in processing or transmitting the data by Company's equipment or software, and (II) Company is hereby released from any liability arising out of or from, resulting from or in connection with the failure, malfunction or delay of any such notice for any reason, including Company's or Representative's sole, joint or several negligence of any kind or degree.

44. **Electronic Media.** Subscriber authorizes Company to scan, image or otherwise convert this Agreement and any ancillary documents into an electronic format of any nature and to destroy all such written documents. Subscriber agrees that a copy of this Agreement or other ancillary document produced from such electronic format is legally equivalent to the original for any and all purposes, including litigation or arbitration.

45. **Execution in Counterparts and by Facsimile or Electronically.** This Agreement may be executed in any number of counterparts, any one of which need not contain the signature of more than one party, but all of which shall together constitute one and the same instrument. The parties agree that this Agreement and the signatures affixed hereto may be transmitted and delivered by facsimile or electronically and that all such signatures and this Agreement transmitted or delivered by facsimile or electronically shall be deemed to be originals for all purposes and given the same legal force and effect as the original Agreement and original signatures, including litigation and arbitration.

46. **Authorization.** Company and Subscriber each represent and warrant to the other party that (i) the execution, delivery and performance of this Agreement have been duly authorized by all necessary entity action, and (ii) this Agreement constitutes a valid and binding obligation as to it, enforceable against it in accordance with its terms.

47. **Consent to Call Subscriber and Call List.** Subscriber, for him/her/it self and as the authorized agent of Subscriber's employees and each person on the Call List from time-to-time, consents to Company (i) calling each such person's cell phone or other mobile device; (ii) using automatic dialers; and (iii) using a technology known as "robocalling" (unless such person notifies Company that he/she opts out of this clause (iii)).

Initials: \_\_\_\_\_

48. **Applications.** If Subscriber has subscribed to an application (an "App"), Subscriber understands and agrees that (i) the App was developed by a third-party App developer, not Company; (ii) as a condition of downloading and using the App



Subscriber must first agree to and continue to comply with the terms of an end-user license agreement ("EULA"); (iii) the EULA is between Subscriber and the App developer only; (iv) the App developer, not Company, is solely responsible for the App; (v) Company disclaims any and all warranties in connection with the App and shall not be liable for any damage, loss, cost or expense incurred by Subscriber and related to the App or Subscriber's use of the App; and (vi) as between Subscriber and Company, Company is a third-party beneficiary of the EULA.

49. **Statutory Notices.**

**NO WARRANTIES.** THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OR REVERSE HEREOF, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Initials: \_\_\_\_\_



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## City of Bellevue

### District 3 Camera Upgrades

80787-4-0  
Dated: 10/14/2025

Prepared for:  
Mayor Rusty Hike

Customer: City of Bellevue

Site: 9400 S 36 Street , District #3 Station  
Bellevue, NE, 68147

Contact: Mayor Rusty Hike | 402-293-3000 | rusty.hike@bellevue.net



Proposal #: 80787-4-0  
Dated: 10/14/2025

## District 3 Camera Upgrades

### Scope of Work

SEi to upgrade the existing exterior cameras from Arecont cameras to Axis cameras.

The south side Arecont 180 degree camera will be upgraded to AXIS 180 degree camera.

Two corners of the facility (SW and SE) have an existing dome camera that will be relocated to the corner and upgraded to a corner mounted MultiView.

The east side entry has a single camera. This camera will be replaced with a 5MP single dome camera.

The NE single camera will be relocated to the corner and upgraded to a corner mounted dual camera.

The NW single camera will be relocated to the corner and upgraded to a corner mounted dual camera.

The existing Salient camera license will be migrated to the new cameras.  
Any existing camera that is not upgraded will be removed from the VMS.

- **The proposal excludes potential price increases due to government-imposed tariffs. Any such increases will be the customer's responsibility until SEi receives a 50% deposit. Once the deposit is received, SEi will secure equipment at the current pricing.**

### Standard Qualifications:

- All work shall be done during normal working hours
- All ceiling, floor and walls are assumed to be accessible for cable and device installation
- Customer to provide Ethernet network including: equipment, network drops, connectivity, and IP addresses as required.
- Any existing wire and/or equipment to be reused that does not meet standards will be replace at an additional charge
- SEi will provide programming of the system
- SEi is not responsible for drywall or painting work necessary for installation.
- SEi is not responsible for patching or covering holes left behind by removing, relocating, or replacing existing equipment.
- No integration to any other system is included in this proposal
- SEi has excluded sales tax in the proposal given.

Prepared by: Robb Walker • Major Accounts Executive  
rwalker@seisecurity.com • seisecurity.com  
2238 S 156 Circle Omaha, NE 68130 | P: (402)-778-3759 | F: (402)-333-7616

**Customer:** City of Bellevue

**Site:** 9400 S 36 Street , District #3 Station  
Bellevue, NE, 68147

**Contact:** Mayor Rusty Hike | 402-293-3000 | rusty.hike@bellevue.net



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**Proposal #: 80787-4-0**  
**Dated: 10/14/2025**

- A 50% down payment will be required by SEi prior to our ordering equipment.
- Customer needs to be able to provide log in credentials and IPs for the existing recording device(s), and all existing IP cameras to be taken over by SEi.

**Customer:** City of Bellevue

**Site:** 9400 S 36 Street , District #3 Station  
Bellevue, NE, 68147

**Contact:** Mayor Rusty Hike | 402-293-3000 | rusty.hike@bellevue.net



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**Proposal #: 80787-4-0**  
**Dated: 10/14/2025**

## Schedule of Protection

### Exterior 20MP MultiView

QTY	Description
2	Wall Mount
2	Corner Bracket
10	1/2" Outdoor Liquidtite Conduit
2	4x5MP Multidirectional Panoramic Camera with AI
2	Pendant

### 5MP Exterior

QTY	Description
1	5MP Outdoor Dome Camera
1	Outdoor Pendant Kit for Select M32 and P32 Cameras
1	Wall Mount for M3046-V

### 8MP Dual Exterior

QTY	Description
2	AI DUAL-SENSOR PANORAMIC IP CAMERA
2	AXIS T94N02D Pendant Kit for P3715-PLVE Network Ca
1	Corner Bracket
2	Wall Mount with Built-In RJ45 for Fixed Dome Cameras, White
10	1/2" Outdoor Liquidtite Conduit

### Exterior 180

QTY	Description
1	Outdoor 7MP Dome IP Camera, 180 Degree

## Investment Summary

Deposit Due in Advance	\$10,548.00
Balance Due Upon Completion	\$10,548.00
<b>Total Proposal Amount</b>	<b>\$21,096.00</b>

*Note: The above price does not include tax*

\* This proposal for the above described protection is valid for 30 days.

\* This proposal for the above described protection does not include tax and is covered by a one (1) year parts, labor and service guarantee

Prepared by: Robb Walker • Major Accounts Executive  
rwalker@seisecurity.com • seisecurity.com  
2238 S 156 Circle Omaha, NE 68130 | P: (402)-778-3759 | F: (402)-333-7616



## Commercial Installation and Service Agreement

THIS AGREEMENT is made October 14, 2025, by and between SECURITY EQUIPMENT, INC and its directors, officers, shareholders, employees and agents, (collectively "Company") and City of Bellevue ("Subscriber"). Location of Customer's premises 9400 S 36 Street, District #3 Station, Bellevue, NE 68147.

Subject to the terms and conditions hereinafter set forth, Company agrees to sell, (except for any and all radio equipment), and provide ( ) of the equipment specified on "Schedule of Protection / Scope of Work" (all service offerings selected are collectively, "Services"), which is incorporated herein by reference.

### Note:

Subscriber acknowledges and agrees that (i) additional equipment, at additional cost, can provide increased detection ability, (ii) Subscriber has voluntarily elected to accept the System based on Subscriber's business reasons, e.g., cost, firm culture, Premises environment and conditions, insurance requirements, etc., (iii) a second telephone line at the Premises may be necessary to use the telephone while the System is transmitting data to the monitoring facility, (iv) if the System includes radio equipment or the System is owned by the Company, Subscriber shall permit Company to remove the radio equipment or the System within three (3) business days after the termination of services to the radio or the System and Subscriber agrees to pay Company on a time basis at Company's then prevailing charges for such removal or, at Company's sole election, Subscriber shall, at its sole cost, within three (3) business days after the termination of services to the radio or System, remove and return the radio equipment or the System complete, undamaged (ordinary wear and tear excepted), and in good working order to the Company at the Company's home office, (v) Subscriber shall notify Company of all ordinances or local policies of the police, sheriff, fire, medical, ambulance, guard, patrol and response services, and other governmental, private or volunteer departments and organizations (collectively, "First Responders") that may affect Company's performance of services to Subscriber, (vi) the local municipality where the Premises is located may require a license, permit or fee for the installation, use or monitoring of the System which is the sole responsibility of Subscriber to determine and comply with, and (vii) devices, Systems, networks, data and other communications transmitted through radio signals (wireless devices) or the internet are susceptible to being accessed by others, e.g., hackers, and Subscriber hereby releases Company for and from all damages, losses, costs and liabilities arising out of or from, in connection with or related to any third party's access of any such device, System, network, data or other communication related to this Agreement.

### Installation Charges:

Subscriber agrees to pay Company the sum of \$21,096.00, plus tax, if applicable, for the sale and installation of the System as follows: A 50% deposit prior to ordering equipment. The remaining balance is due in full at time of substantial completion. Installation jobs over \$25,000 are subject to additional progress billing frequencies at Company discretion. Upon substantial completion of installation by  electronic funds transfer ("EFT")  cash, check or money order  credit card. If EFT is checked, you authorize periodic debits to your bank account as stated above.

### Recurring Charges:

Subscriber agrees to pay Company the sum of \$0.00, plus tax, if applicable, per month for the lease of the System (if checked above), and Services, prepaid for a period of five (5) years. This Agreement shall automatically, without action by either party, renew under the same terms and conditions for successive periods equal to the initial period unless either party gives to the other at least thirty (30) days written notice, prior to expiration date, of intention to terminate this Agreement upon its original or any renewed expiration date or, in the event this renewal provision is not effective for any reason whatsoever, this Agreement shall automatically renew from month to month unless either party gives to the other at least thirty (30) days written notice of intention to terminate at the expiration of any such term. Time is of the essence with regard to this paragraph.

**NOTICE TO CUSTOMER: CUSTOMER SPECIFICALLY ACKNOWLEDGES AND ACCEPTS THE DISCLAIMER/LIMITATION OF LIABILITY AND INDEMNITY PARAGRAPHS HEREOF. TERMS AND CONDITIONS ARE AN INTEGRAL PART OF THIS AGREEMENT. CUSTOMER ACKNOWLEDGES RECEIPT OF A COPY OF CONTRACT. READ ALL PAGES BEFORE SIGNING.**

### Electronic Signatures:

The person signing this Agreement certifies that Customer's policies do not prohibit the acceptance and execution of terms and conditions in electronic form. In addition, each party consents to and agrees that the use of a keyboard, mouse, or other device (1) to select an item, button, icon or checkbox or (2) to enter text, or (3) to perform any similar act or action while using SEI's web-based portal(s) for the purpose of initiating, reviewing, modifying or completing any transaction regarding this Agreement constitutes a lawful and valid signature, acceptance, and agreement, and shall be treated the same as if such were actually made using a physical, written signature. The parties further agree that no certification authority, or other third-party verification is necessary to validate their respective electronic signature. The parties additionally agree that this Agreement is accepted and agreed to when an electronic signature for each party has been affixed to this Agreement.

**Customer consents to receive SEI invoices and statements by Electronic Delivery.**



**IN WITNESS WHEREOF, and intending to be legally bound, the parties have executed or caused this Agreement to be executed on the signing date unless otherwise agreed to in writing. Further, if the Customer is a corporation, the individual signing this Agreement on behalf of the Customer shall be personally liable as a surety for the financial obligation of the Customer.**

**SEi**

Submitted By: Robb Walker  
Approved By: \_\_\_\_\_  
Date: \_\_\_\_\_

**City of Bellevue**

Signature: \_\_\_\_\_  
Date: \_\_\_\_\_  
Print Name: Mayor Rusty Hike  
Title: \_\_\_\_\_  
Email: rusty.hike@bellevue.net



**Terms & Conditions**

1. **DISCLAIMER/LIMITATION OF LIABILITY.** SUBSCRIBER UNDERSTANDS AND AGREES AS FOLLOWS: (I) NEITHER COMPANY NOR ITS DIRECTORS, OFFICERS, SHAREHOLDERS, PARTNERS OR EMPLOYEES (COLLECTIVELY, "REPRESENTATIVES") IS AN INSURER; (II) IT IS THE SPECIFIC INTENT OF THE PARTIES THAT (A) INSURANCE COVERING ALL LOSS, DAMAGE AND EXPENSE ARISING OUT OF OR FROM, IN CONNECTION WITH, RELATED TO, AS A CONSEQUENCE OF OR RESULTING FROM THIS AGREEMENT, SHALL BE OBTAINED AND CONTINUOUSLY MAINTAINED BY THE SUBSCRIBER, (B) RECOVERY FOR ALL SUCH LOSS, DAMAGE AND EXPENSE SHALL BE LIMITED TO ANY SUCH INSURANCE COVERAGE ONLY, AND (C) COMPANY AND REPRESENTATIVES ARE RELEASED FROM ANY AND ALL LIABILITY FOR ALL SUCH LOSS, DAMAGE AND EXPENSE; (III) COMPANY AND REPRESENTATIVES, EXCEPT AS SET FORTH HEREIN, MAKE NO GUARANTEE, REPRESENTATION OR WARRANTY INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE; (IV) COMPANY AND REPRESENTATIVES ARE RELEASED FOR ALL LOSS, DAMAGE OR EXPENSE WHICH MAY OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH, OR SUBSEQUENT TO THE EXECUTION OF THIS AGREEMENT DUE TO THE IMPROPER OPERATION OR NON-OPERATION OF THE SYSTEM (INCLUDING, WITHOUT LIMITATION OR EXAMPLE, THE COMMUNICATIONS EQUIPMENT OR SERVICES NECESSARY TO TRANSMIT TO OR RECEIVE ANY VOICE, VIDEO OR DATA AT THE MONITORING FACILITY); AND (V) SHOULD THERE ARISE ANY LIABILITY ON THE PART OF COMPANY OR REPRESENTATIVES FOR ECONOMIC LOSSES, PERSONAL INJURY, INCLUDING DEATH, OR PROPERTY DAMAGE (REAL OR PERSONAL) WHICH IS IN CONNECTION WITH, ARISES OUT OF OR FROM, RESULTS FROM, IS RELATED TO OR IS A CONSEQUENCE OF THE ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE OF COMPANY OR REPRESENTATIVES INCLUDING, WITHOUT LIMITATION, ACTS, ERRORS OR OMISSIONS WHICH OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH OR SUBSEQUENT TO THE EXECUTION OF THIS AGREEMENT, OR BREACH OF THIS AGREEMENT, OR ANY CLAIM BROUGHT IN PRODUCT OR STRICT LIABILITY, OR ANY CLAIM RELATED TO LOSS, THEFT OR UNAUTHORIZED USE OF ANY CONFIDENTIAL INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION OR PERSONAL HEALTH INFORMATION (AS DEFINED IN ANY PRIVACY LAW), OR ANY CLAIM FOR SUBROGATION, CONTRIBUTION OR INDEMNIFICATION, OR ANY CLAIM UNDER ANY OTHER THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT OR EQUITY, INCLUDING, WITHOUT LIMITATION, ANY GENERAL, DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, STATUTORY OR CONSEQUENTIAL DAMAGES, IRRESPECTIVE OF CAUSE, SUCH LIABILITY SHALL BE LIMITED TO THE MAXIMUM SUM OF \$1,000.00 COLLECTIVELY FOR COMPANY AND REPRESENTATIVES, AND THIS LIABILITY SHALL BE EXCLUSIVE.

IN THE EVENT THAT THE SUBSCRIBER WISHES TO INCREASE THE MAXIMUM AMOUNT OF SUCH LIMITED LIABILITY, SUBSCRIBER MAY, PRIOR TO AN OCCURRENCE RESULTING IN ECONOMIC LOSS, PERSONAL INJURY, INCLUDING DEATH, OR PROPERTY DAMAGE (REAL OR PERSONAL), AS A MATTER OF RIGHT, OBTAIN A HIGHER LIMIT PROSPECTIVELY BY PAYING AN ADDITIONAL AMOUNT FOR THE INCREASE IN SUCH LIMIT OF LIABILITY, BUT THIS PAYMENT SHALL IN NO WAY BE INTERPRETED TO HOLD COMPANY OR REPRESENTATIVES AS AN INSURER.

2. **Increase in Charges.** Company shall have the right to increase periodic charges at any time or times after the expiration of one (1) year from the date of this Agreement by an amount equal to the percentage increase in the Consumer Price Index for the USA (all goods and services) from the date of this Agreement or the date of the last increase in periodic charges, whichever is later, upon giving Subscriber written notice thirty (30) days in advance of the effective date of such change.

3. **Transmission of Data, Video or Voice.** Subscriber acknowledges and agrees that the System is a non-supervised reporting device. If the transmission medium for delivery of data ("Signals"), video images or voice or other audio communications from your System to the monitoring facility is incompatible with the System or is inoperative, circumvented, compromised or interrupted by natural or human causes including, without limitation, the cutting of the telephone line, radio transmission interference, power line surges or outages, internet or broadband problems and internet or broadband provider problems, there is no indication of this fact at the monitoring facility. Further, Subscriber understands that (i) a video system enables Company to record, store and review images of the Premises and the area outside of the Premises, (ii) video with audio capability enables Company to record, store and review oral communications from in and outside of the Premises, and (iii) a two-way voice system enables Company to "listen-in" to the Premises and to record, store and review such oral communications. Subscriber authorizes and consents to Company viewing the Premises and the area outside of the Premises and "listening-in" to the Premises and releases Company and Representatives for all claims, losses, damages, costs and expenses due to Company viewing the Premises and the area outside of the Premises and listening-in to the Premises.

4. **Release of Insured Losses.** Subscriber hereby releases Company and Representatives for all losses, damages and expenses (i) covered by Subscriber's insurance policies, (ii) policy deductibles, co-pay percentage, or retained limits, (iii) in excess of amounts paid by Subscriber's insurance, and (iv) due to under insurance.

5. **Waiver of Subrogation.** As an inducement to Company to enter into this Agreement, Subscriber represents, warrants and covenants that Subscriber's insurance companies shall not have (a) any rights created by a loan agreement, loan receipt, or other like document or procedure, or (b) any right of subrogation, indemnification or contribution against Company or Representatives

Initials: \_\_\_\_\_



6. **INDEMNIFICATION.** IF ANYONE OTHER THAN SUBSCRIBER, INCLUDING, WITHOUT LIMITATION, SUBSCRIBER'S INSURANCE COMPANY, ASKS COMPANY OR REPRESENTATIVES TO PAY FOR ANY LOSS, DAMAGE OR EXPENSE (INCLUDING, WITHOUT LIMITATION, ECONOMIC LOSSES, PROPERTY DAMAGE, PERSONAL INJURY OR DEATH) DUE TO (I) BREACH OF CONTRACT OR WARRANTY, EXPRESS OR IMPLIED, (II) ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE BY COMPANY OR REPRESENTATIVES, (III) FAILURE OR MALFUNCTION OF THE SYSTEM TRANSMISSION MEDIUM OR THE MONITORING FACILITY/FACILITIES, (IV) RECORDING OF COMMUNICATIONS OR VIDEO SURVEILLANCE/RECORDING, (V) PRODUCT OR STRICT LIABILITY, (VI) A CLAIM RELATED TO LOSS, THEFT OR UNAUTHORIZED USE OF ANY CONFIDENTIAL INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION OR PERSONAL HEALTH INFORMATION (AS DEFINED IN ANY PRIVACY LAW), (VII) A CLAIM FOR SUBROGATION, INDEMNIFICATION OR CONTRIBUTION, OR (VIII) A CLAIM UNDER ANY OTHER LEGAL THEORY, SUBSCRIBER AGREES TO PAY (WITHOUT ANY CONDITION THAT COMPANY OR REPRESENTATIVES FIRST PAY) FOR ALL LOSSES, DAMAGES, COSTS AND EXPENSES INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, WHICH MAY BE ASSERTED AGAINST OR INCURRED BY COMPANY OR REPRESENTATIVES.

7. **Installation; Service; Delays.** Subscriber acknowledges and agrees that Company and Representatives have no knowledge of existing hidden pipes, wires or other like objects within walls, floors, ceilings and other concealed spaces, and it is Subscriber's obligation to advise Company of such hidden objects, failing which Company and Representatives are released for any damages, losses or expenses arising out of or from, in connection with, as a result of, related to or as a consequence of such hidden objects. Company and Representatives make no representation of delivery and installation of equipment or commencement of Services by any particular date. Any cost or expense incurred as a result of any such delay including, without limitation, any guard services required, shall be borne by and the sole responsibility of Subscriber.

8. **Title; Suspension of Service; Shut-Down; Lock-Out.** If equipment is leased by or loaned to Subscriber, title to any such equipment shall at all times hereafter remain in Company. Subscriber understands and agrees that Company may, in its sole and absolute discretion, electronically lock out the access control panel or alarm communicator (collectively, the "Panel") in order to limit access to the Panel to Company only. Should Subscriber default hereunder, or upon expiration or termination of this Agreement for any reason, or if the System excessively sends video images or data to Company's monitoring facility as a result of any cause other than Company's sole negligence, Subscriber unconditionally and irrevocably authorizes Company concurrently or consecutively to: (i) suspend service, (ii) ignore all video images and Signals received from the Systems, (iii) terminate this Agreement, (iv) shut down the Panel and/or the System, (v) render some or all of the equipment incapable of sending a signal locally or communicating with any monitoring facility, and refuse to unlock the Panel, and (vi) provide repair service to the System. In the event that Company notifies Subscriber by telephone, electronically or otherwise of Company's decision to service such System and Subscriber fails to (a) immediately authorize Company to provide repair services, and (b) provide reasonable unrestricted access to the Premises and the System within four (4) hours after such notice, Subscriber agrees to pay to Company its then prevailing charges for each data transmission or video image from or to such System. The exercise of such rights shall not be deemed a waiver of Company's right to damages, and Company shall have the right to enforce all other legal or equitable remedies and rights.

9. **Subscriber's Duties and Responsibilities.** It is the Subscriber's sole responsibility to (a) confirm that the communications equipment, technology and services which are not supplied by Company are compatible with the System and any monitoring facility, especially when there are changes to (i) such communications equipment, technology or services, or (ii) any telecommunications, radio, internet, satellite or other service or provider; and (b) test the System periodically (not less than monthly) and whenever changes are made to the communication path between the System and the monitoring facility, communications equipment, technology or services for the System. Subscriber understands, acknowledges and agrees that not all communications equipment, technology or services used to transmit Signals, video images and voice or other audio communication between the System and any monitoring facility are or will continue to be available from every telephone, radio, internet, satellite or other service provider (collectively, "Provider"). In the event of any discontinuance, suspension, termination, modification or change (collectively, a "Change") or any contemplated Change as reasonably determined by Company in connection with any communications equipment, technology, software, service or Provider, and there is a commercially reasonable alternative available in order to continue services under this Agreement, Subscriber hereby authorizes Company to provide Subscriber with such alternative in Company's sole and absolute discretion. Subscriber shall be solely responsible to pay (or shall promptly reimburse Company) for (a) all costs of any Provider as well as charges by the Company to modify, substitute or replace any communications equipment, technology, software, service or Provider (at Company's then prevailing rates on a time and material basis), and (b) any increase in monthly charges under this Agreement for lease, service, monitoring, etc. in connection with, arising out of or from, as a result of or related to any Change to or modification, substitution or replacement of the communications equipment, technology, service or Provider. Any claimed inadequacy or failure of the System, the communications equipment, technology, service or Provider must be immediately reported to Company or the Provider, as appropriate, for correction or repair service. When required, Subscriber shall be solely responsible for the connection of the System or any portion thereof to a fire alarm/life safety system.

10. **False Alarms.** In the event the System is activated for any reason whatsoever, the Subscriber shall (a) pay without recourse, or (b) reimburse Company for any fines, fees, costs, expenses and penalties assessed against Subscriber or Company by any court or governmental agency.

Initials: \_\_\_\_\_



11. **Default of Subscriber.** In the event of any default by Subscriber, without limiting the rights of Company under this Agreement or at law or equity, Company shall be entitled to retain all prepayments received and Subscriber shall immediately pay to Company (a) all payments then due and payable, (b) all charges for labor, material and equipment incurred by Company due to such default based on a time and material basis at Company's then prevailing charges, and (c) fifty percent (50%) of all payments which would be due hereunder for the unexpired term as liquidated damages and not as a penalty; and Company shall have no further obligation to perform under this Agreement. In addition, if any suit or alternative dispute resolution proceeding is instituted and Company is the substantially prevailing party by judgment, award, finding or settlement, Subscriber shall pay directly or reimburse Company for all of its costs and expenses including, without limitation or example, consultants' and professionals' fees and costs including, without limitation or example, reasonable attorneys' fees and costs.

12. **Binding Agreement; Applicable Law.** This Agreement becomes binding upon Company only (a) when signed by an authorized representative of Company, who must be a corporate officer if (i) there are any additions to the Agreement, or (ii) any of the printed terms and conditions have been altered, deleted or substituted by other wording, or (b) upon commencement of services. This Agreement is binding on the heirs, executors, administrators, successors and permitted assigns of the parties, and shall be governed by and construed according to the laws of Company's principal place of business without reference to its conflicts of law rules. The interpretation of this Agreement shall not be construed against the drafter.

13. **Assignability of Agreement.** This Agreement is not assignable by Subscriber except upon the written consent of Company, which shall be in Company's sole and absolute discretion. This Agreement or any portion thereof is assignable by Company in its sole and absolute discretion.

14. **Finance and Late Charges.** A finance charge of one and one-third (1-1/3%) percent per month (sixteen (16%) percent per year) will apply to all obligations not paid pursuant to the terms contained herein. Subscriber shall also pay to Company an administrative fee (late charge) of five (5%) percent of any payment due hereunder received by Company after the date on which such payment is due as liquidated damages and not as a penalty.

15. **No Waiver of Breach.** There shall be no waiver by Company of any breach of this Agreement unless specifically waived in writing by Company. If Company shall waive any breach by Subscriber, it shall not be construed as a waiver of any subsequent breach. Company's rights hereunder shall be cumulative, and any rights hereunder may be exercised concurrently or consecutively and shall include all remedies available even though not expressly referred to herein.

16. **Monitoring Service.** Monitoring service consists solely of monitoring service personnel ("Operator") communicating electronically with First Responders or calling by telephone the telephone numbers supplied by Subscriber in writing for First Responders and persons identified by Subscriber as Subscriber's emergency contacts (the "Call List") within a reasonable period of time under the circumstances at the monitoring facility and the priority of the Signals which are identified in writing (hereinafter "Listed Codes") or video images which, in the Operator's sole and absolute discretion, clearly and conspicuously reveal the necessity for monitoring services appear on the Operator's computer screen at the monitoring facility or when voice communication requesting assistance is received by an Operator from Subscriber or from the Premises. No monitoring service shall be rendered for voice communication which does not request assistance or for video images which do not clearly and conspicuously reveal the necessity for monitoring service. In the event a Signal is received at the monitoring facility which is not a Listed Code, Subscriber agrees that Company's sole duty and obligation is for Company to log the Signal (the "Unlisted Code Policy").

If the Premises is located in a jurisdiction requiring a personal verified on-site response ("Verified Response") prior to dispatching a First Responder, it is Subscriber's sole responsibility to engage a service to provide such Verified Response. All fees, costs and expenses in connection with Verified Response shall be borne by Subscriber only. You understand and agree that First Responders may not be dispatched or respond to your Premises after notice to First Responders of receipt of a burglar alarm signal or fire alarm signal by Company unless there is independent confirmation of a burglary or fire at your Premises, e.g., an on-site witness' report that a point of entry exists or a fire exists.

Notwithstanding anything contained herein to the contrary, (a) upon receipt of a Listed Code or video images and prior to communicating electronically or by telephone to First Responders or the Call List, Company may, in its sole and absolute discretion and without any liability, attempt to telephone the Premises or attempt to contact Subscriber through telephone, electronic mail, text message or other similar means of communication at numbers or addresses provided by Subscriber in writing, as frequently as Company deems appropriate to verify the necessity to report the receipt of a Listed Code or video images to First Responders or the Call List, and (b) upon the receipt of an abort code or oral or electronic advice to disregard the receipt of a Listed Code or video images from any person at the Premises, Subscriber's representative or any of the personal contacts on the Call List, all of whom have Subscriber's authority and consent to direct Company to disregard receipt of a Listed Code, Company may, in its sole and absolute discretion and without any liability, refrain from contacting First Responders or the Call List or advise anyone previously notified of a Listed Code or video images of receipt of an abort code or oral or electronic advice to disregard the receipt of the Listed Code or video images.

Company's efforts to notify first responders or the Call List shall be satisfied by advice electronically or by telephone to any person answering the telephone at the telephone number(s) provided to Company in writing or by leaving a message with a telephone answering service or any mechanical, electrical, electronic or other technology permitting the recordation of voice or data communications.

Initials: \_\_\_\_\_



Subscriber acknowledges and agrees that (i) all software, hardware, firmware, codes, Signals, audio and voice communications, video images, information and documentation arising out of or from, in connection with, related to, as a consequence of or resulting from this Agreement or the Services (collectively, the "IP Property") are the sole and exclusive property of Company and Subscriber has no rights whatsoever in any of the IP Property, and (ii) Company shall have the right in its sole and absolute discretion to destroy, delete, erase, etc. (collectively, "Destruction") the IP Property at any time without notice to Subscriber; provided, that upon the written request of Subscriber, received prior to the Destruction of the IP Property, to retain any specific IP Property, Company shall use commercially reasonable efforts to store the specific IP Property as requested by Subscriber on the condition precedent that Subscriber pay all fees, costs and expenses related to any such request.

17. **Repair; Inspection; Maintenance; Takeover Systems.**

(a) If Subscriber has purchased repair services, repair services consist of providing all necessary labor, material, parts and equipment to service the System due to ordinary wear and tear only, excluding battery replacement, alarm screens, wiring, light bulbs, L.E.D.s, L.C.D.s, foil tape and obsolete, end of useful life or degraded material, parts or equipment pursuant to the terms hereof. All other service shall be paid by Subscriber on a time and material basis at Company's then prevailing charges.

(b) If Subscriber has purchased per call repair services, per call repair service consists of providing all necessary labor, material, parts and equipment to service the Subscriber's system, pursuant to the terms hereof, and Subscriber agrees to pay Company on a time and material basis at Company's then prevailing charges.

(c) If Subscriber has purchased inspection services, inspection service consists of providing all necessary labor and testing equipment to inspect only the visible equipment of the System, pursuant to the terms hereof, for the sole purpose of determining if said visible equipment is operative. Inspection service shall be performed on or about the anniversary date of this Agreement conditioned on Subscriber contacting Company to schedule an appointment for such service.

(d) If Subscriber has purchased maintenance services, maintenance services consists of providing all labor necessary to inspect the visible parts of the System annually on or about the anniversary date of this Agreement or as otherwise agreed in writing, conditioned on Subscriber contacting Company to schedule an appointment for such service, and to provide all necessary labor, material, parts and equipment to service the System at that time due to ordinary wear and tear only, excluding obsolete, end of useful life or degraded material, parts or equipment pursuant to the terms hereof. All other service shall be paid by Subscriber on a time and material basis at Company's then prevailing charges.

(e) If the System is leased, upon receipt of notice from Subscriber of the necessity to service the System, Company agrees, pursuant to the terms hereof, to provide all labor, material, parts and equipment to service the System due to ordinary wear and tear only, excluding obsolete, end of useful life or degraded material, parts or equipment. All other service shall be paid by Subscriber on a time and material basis at Company's then prevailing charges.

(f) Company makes no representation, promise, warranty or guarantee that there will be no interruptions of service or delay in performing service. Company's sole obligation after receiving a service request is to dispatch a service employee to the Premises within a reasonable time after a service employee becomes available, during normal business hours excluding Saturdays, Sundays and holidays, after receipt of Subscriber's request to do so.

(g) It is understood and agreed by the parties that all service to the System shall be performed by Company only, but Subscriber agrees that Company's duty to service the System is subject to the availability of the original part or equipment from the original manufacturer, and to the terms of this Agreement and conditioned upon Subscriber notifying Company of the necessity for such service. Subscriber agrees to pay Company's minimum service call charge in the event Subscriber does not provide unrestricted access when Company attempts to provide service at the Premises.

(h) Subscriber agrees that all repair, replacement, programming, reprogramming or modification to the System shall be performed by Company only. Unless this Agreement provides otherwise, all such service shall be paid by Subscriber on a time and material basis at Company's then prevailing charges.

(i) If the System is a takeover, in whole or in part, Company reserves the right, in its sole and absolute discretion, to terminate this Agreement at any time by ten (10) days written notice to you in the event Company determines, in its sole and absolute discretion, that the System is not in good operating condition or in good working order, that the System will not operate properly with the Services, that there have been excessive activations of the System, that the System has been abused or that the number of problems or cost of service has been or may become excessive and, upon termination by Company, Subscriber shall be entitled to reimbursement of the unearned charge paid for the then current period on request of Subscriber and this shall be the limit of Company's liability.

Initials: \_\_\_\_\_

18. **Inspection Services**

(a) Service for a fire alarm system consists of providing all necessary labor and testing equipment to visually observe and test the (i) detection devices of the System to determine whether each detection device generates a communication to the control unit(s) of the System; (ii) control unit(s) to determine whether each control unit generates a communication to the appropriate receiving unit(s) or appliance(s); and (iii) manually activated devices of the System, all in substantial compliance in all material respects with applicable law.

(b) Company makes no representation, promise, warranty or guarantee that there will be no interruptions of Service or delay in performing Service. All Service shall be performed at a mutually agreeable date and time, during Company's normal business hours excluding Saturdays, Sundays and holidays.

(c) It is understood and agreed by Subscriber that all Service to the System shall be performed by Company only. Subscriber agrees to pay Company's minimum service call charge in the event Subscriber does not provide unrestricted access when Company attempts to provide Service at the Premises.

(d) It is understood and agreed by Subscriber that in the event Company identifies a defect or problem with the System or any test or inspection, Company's sole duty is to advise Subscriber's representative of the defect or problem. Under no circumstances shall Company have any duty or obligation to repair, replace, correct or notify any other person of any such defect or problem.

19. **Video Systems.** If the System records and/or transmits video images and/or audio, electronic or the other forms of communication, Subscriber represents, warrants, covenants and agrees that it shall at all times (i) provide and maintain adequate power and sufficient lighting for all cameras audio devices, or other video-related equipment as recommended by the manufacturer; (ii) inform all persons who enter the Premises that their image and/or communications may be recorded and/or transmitted to others by video and/or audio equipment located on the Premises; (iii) comply with all privacy rights and laws and not use or permit the use of video and/or audio equipment where or in circumstances any person may have a reasonable expectation of privacy; (iv) use broadband connectivity exclusively to transmit video images and audio from any video system; (v) use the video and/or audio system for security surveillance and/or management services only; (vi) not use the video and/or audio system for any criminal, illegal, or otherwise unlawful activity; and (vii) obtain and keep in effect all permits or licenses required for the installation and operation of the video and/or audio system.

Subscriber understands and agrees that (i) a video and/or audio system enables Subscriber and/or Company to record, store and review images and/or communications of people in the Premises and outside of the Premises, and Subscriber hereby agrees, authorizes and consents to Company recording, storing and reviewing video images and communications recorded and/or transmitted from the video and/or audio system at the Premises; (ii) video system services are limited to the area of the Premises covered by the video system images and such coverage and/or images may be adversely affected by the camera angle, glare, lighting, contrast, etc., any of which may result in less than adequate images for the Operator to ascertain the necessity for video system services; (iii) Company is not liable for any delay or failure of notification due to in whole or in part to (a) any Force Majeure event including, without limitation or example, cellular provider transmission or network malfunctions, including overload of the cellular network, or (b) invalid email, text or other electronic addresses; and (iv) any and all third-party claims related to the video and/or audio system asserted against Company shall be deemed to be subject to paragraph number 1 of the Agreement.

20. **Remote Programming Services.** Subscriber hereby authorizes and consents to Company inputting, modifying, deleting and using electronic data concerning operation of the System through electronic communication between the System and Company's office or monitoring facility.

21. **Suspension of Service.** Subscriber agrees that Company's obligations hereunder are waived automatically without notice and Subscriber releases Company for all loss, damage and expense in the event of (i) a default or breach of this Agreement by Subscriber, (ii) the monitoring facility, transmission medium between the System and the monitoring facility, or the System is destroyed, damaged, inoperable or malfunctions for any reason whatsoever, or (iii) delays or interruption of Service(s) due in whole or in part, directly or indirectly, to riots, strikes, lockouts, other labor disputes, civil unrest, terrorism, war (declared or undeclared), weather, natural phenomenon, acts of God, casualty, governmental orders, laws, rules or regulations, transportation, environmental conditions or any other reason beyond the reasonable control of Company ("Force Majeure"), for the duration of such interruption of service, and Subscriber shall be entitled to reimbursement of the unearned charge paid for the period of interruption on request of Subscriber and this shall be the limit of Company's liability. During any interruption of Services for any reason including, without limitation, Force Majeure, the Company has no duty, obligation or liability to supply Subscriber with alternative or substitute services.

22. **Duties of Parties When Equipment Required By Third Parties.** Notwithstanding anything contained herein to the contrary, upon receipt of written notice from Subscriber, Subscriber's insurance company or other authority having jurisdiction, Company agrees to furnish and install all material and equipment required and Subscriber shall pay Company for all such costs on a time and material basis at Company's then prevailing charges.

Initials: \_\_\_\_\_



23. **LIMITED WARRANTY (ONLY IF SYSTEM SOLD TO SUBSCRIBER).**

(A) COMPANY HEREBY WARRANTS TO SUBSCRIBER THAT ORIGINALLY PURCHASED THE SYSTEM ALONE ONLY THAT ALL OF THE MATERIAL IS INSTALLED IN A GOOD AND WORKMANLIKE MANNER. IN THE EVENT THAT ANY PART, EXCEPT FOR WIRING, BATTERIES AND OTHER CONSUMABLE PARTS SHALL BECOME DEFECTIVE WITHIN ONE (1) YEAR FROM THE DATE OF THE ORIGINAL INVOICE FOR THIS INSTALLATION, OR FOR A TERM EQUAL TO THAT PROVIDED BY THE ORIGINAL EQUIPMENT MANUFACTURER, WHICHEVER IS LESS, COMPANY SHALL, AT ITS SOLE ELECTION, REPLACE OR REPAIR THE DEFECTIVE PART WITHOUT CHARGE TO SUBSCRIBER. ANY REPLACEMENT PART SHALL REMAIN UNDER WARRANTY FOR THE REMAINDER OF THE ORIGINAL WARRANTY PERIOD. THIS WARRANTY IS NOT ASSIGNABLE.

(B) EXCEPT AS SET FORTH IN PARAGRAPH A, COMPANY AND REPRESENTATIVES MAKE NO EXPRESS WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE; ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED.

(C) THIS WARRANTY DOES NOT COVER ANY SOFTWARE, ON-SITE PROGRAMMING OR REPROGRAMMING OF THE SYSTEM, OR DAMAGE TO MATERIAL OR EQUIPMENT CAUSED BY ACCIDENT, VANDALISM, WAR, DECLARED OR UNDECLARED, CIVIL UNREST, TERRORISM OR OTHER VIOLENCE, SUBSCRIBER NEGLIGENCE, FLOOD, WATER, LIGHTNING, FIRE, INTRUSION, ABUSE, MISUSE, AN ACT OF GOD, STRIKE, LOCKOUT OR OTHER LABOR DISPUTE, ANY LAW, ORDER OR OTHER REQUIREMENT OF ANY GOVERNMENTAL AGENCY OR OTHER AUTHORITY, ANY CASUALTY, INCLUDING ELECTRICITY, ATTEMPTED UNAUTHORIZED REPAIR SERVICE, MODIFICATION OR IMPROPER INSTALLATION BY ANYONE OTHER THAN COMPANY, OR ANY OTHER CAUSE OTHER THAN ORDINARY WEAR AND TEAR. COMPANY SHALL NOT BE LIABLE FOR ANY GENERAL, DIRECT, SPECIAL, EXEMPLARY, PUNITIVE, STATUTORY, MULTIPLE, INCIDENTAL OR CONSEQUENTIAL DAMAGES. SUBSCRIBER ACKNOWLEDGES: THAT ANY AFFIRMATION OF FACT OR PROMISE MADE BY COMPANY SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY; THAT COMPANY DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS THAT THE SYSTEM OR SERVICE SUPPLIED MAY NOT BE COMPROMISED, CIRCUMVENTED, OR THE SYSTEM OR SERVICES WILL IN ALL CASES PROVIDE THE SIGNALING, MONITORING AND RESPONSE FOR WHICH IT WAS INTENDED; THAT SUBSCRIBER IS NOT RELYING ON COMPANY'S SKILL OR JUDGMENT IN SELECTING OR FURNISHING A SYSTEM SUITABLE FOR ANY PARTICULAR PURPOSE; THAT THERE ARE NO EXPRESS WARRANTIES WHICH EXTEND BEYOND THOSE ON THE FACE OF THE AGREEMENT HEREOF, OR HEREIN, AND THAT ALL IMPLIED WARRANTIES, IF ANY, COINCIDE WITH THE DURATION OF THIS WARRANTY.

24. **Company Duty Concerning Property of Others.** Subscriber agrees that Company has no responsibility for the condition or operation of any equipment, device, or property of any sort of Subscriber, the communications provider or others ("Property"). If Company provides service to Property, Subscriber agrees that all relevant terms and conditions of this Agreement shall apply to all such service and Subscriber shall pay for such service on a time and material basis at Company's then prevailing charges.

25. **Contractual Limitation of Actions.** All claims, actions or proceedings, legal or equitable, against Company or Representatives must be commenced in court within one (1) year after the cause of action has accrued, without judicial extension of time, or said claim, action or proceeding is barred. Time is of the essence of this paragraph.

26. **Integrated Agreement; Valid Agreement; Modifications.** This instrument contains the entire Agreement between the parties hereto with respect to the transactions described herein and supersedes all previous and contemporaneous negotiations, commitments, contracts, express or implied, warranties, express or implied, statements and representations, whether written or oral, pertaining thereto, all of which shall be deemed merged into this Agreement. NEITHER PARTY HAS AUTHORITY TO MAKE OR CLAIM ANY REPRESENTATION, TERM, PROMISE, CONDITION, STATEMENT, WARRANTY, OR INDUCEMENT (COLLECTIVELY, "INDUCEMENT") WHICH IS NOT EXPRESSED HEREIN. EACH PARTY REPRESENTS THAT IT/HE/SHE IS NOT RELYING ON ANY INDUCEMENT IN SIGNING THIS AGREEMENT WHICH IS NOT EXPRESSED IN THIS AGREEMENT. Should any provision hereof (or portion thereof), or its application to any circumstances, be held illegal, invalid or unenforceable to any extent, the validity and enforceability of the remainder of the provision and this instrument, or of such provisions as applied to any other circumstances, shall not be affected thereby, and shall continue in full force and effect as valid, binding and subsisting; provided, however, in the event either the "Disclaimer/Limitation of Liability" or "Indemnification" sections or any portion of each is held by a court to be invalid or unenforceable, Company shall have the right to terminate this Agreement without any liability upon thirty (30) days prior written notice to Subscriber. If any provision or portion thereof is stricken, then such stricken provision or portion thereof shall be replaced, to the extent possible, with a legal, valid and enforceable provision that is as similar in tenor to the stricken provision or portion thereof as is legally possible. All changes or amendments to this Agreement must be in writing and signed by all parties to be binding on the parties.

27. **Additional Equipment or Service.** If, at any time after the date hereof, additional equipment or services are requested or authorized by Subscriber, all sales, leases, installation and services supplied by Company shall be subject to the terms of this Agreement only, except that additional charges shall be made for such additional sales, leases, installation or services.

Initials: \_\_\_\_\_

28. **Right to Subcontract.** Company may subcontract for the provision of services under this Agreement. Subscriber



acknowledges and agrees that the provisions of this Agreement inure to the benefit of and are applicable to any subcontractors engaged by Company to provide any service set forth herein to Subscriber, and bind Subscriber to said subcontractor(s) with the same force and effect as they bind Subscriber to Company. Any subcontractor and Company are each independent contractors (not partners or joint ventures).

29. **Consent to Intercept, Record, Disclose And Use Contents of Communications.** Subscriber, for itself and as the authorized agent of its owners, partners, members, officers, directors, invitees, guests, agents, representatives and employees (individually and collectively, "Any Person"), hereby consents to Company, in the ordinary course of its business, recording, reviewing, copying and using the contents of all telephone, video, oral, electronic, internet, broadband and other forms of transmission or communication to which Subscriber and/or Any Person and Company are parties.

30. **Consent to Communication to Others.** Subscriber hereby irrevocably authorizes and consents to Company communicating with U.L. (as necessary or appropriate) and Subscriber's insurance company and/or broker in connection with this Agreement and/or the relationship between Company and Subscriber arising out of or from or as a result of this Agreement; provided, that Company shall not be obligated or required to communicate with any other person or entity including, without limitation, U.L. and Subscriber's insurance company or broker, and all such communication shall be in Company's sole and absolute discretion; provide, further, that all such communications or failures to communicate shall not result in any liability of Company or Representatives. No third-party including, without limitation, U.L. and Subscriber's insurance company and broker are third-party beneficiaries of this section.

31. **Prior Agreements With Others.** Subscriber represents and warrants that (a) his/her/its cancellation or termination of any contract, or (b) execution of this Agreement does not breach and will not breach any contract with or obligation to any other person. Subscriber agrees to protect, defend, indemnify and hold harmless Company and Representatives from and against and pay (without any condition that Company or Representatives first pay) for all claims, demands, suits, liabilities, losses, damages, judgments, costs and expenses including, without limitation, attorneys' fees and court costs arising out of or from, in connection with, as a result of, related to or as a consequence of Subscriber's breach of this representation and warranty.

32. **Subscriber's Duty to Pay for Increased Costs.** Notwithstanding anything to the contrary contained herein, if (i) any pass-through cost increases, or (ii) any state or Federal statute or regulation, or (iii) any trade union jurisdictional dispute results in Company incurring any extra expense including, without limitation, paying higher compensation or wage rates to perform the installation and/or service, Subscriber hereby consents and authorizes Company to incur such increased or extra expense on behalf of and for the account of the Subscriber, and Subscriber shall pay Company for all such costs incurred by Company.

33. **Environmental Considerations.** Subscriber acknowledges and agrees that any duty or obligation of Company or Representatives under this Agreement, at law or in equity is subject to and conditioned upon, among other things, the Premises not containing or being affected in any manner whatsoever by any public or private nuisance, ultra hazardous or dangerous activity or any hazardous substance ("Environmental Considerations"), or the violation of any applicable local, state or federal statute, ordinance, rule, regulation, order or court order arising out of or from, in connection with, resulting from, related to or as a consequence of Environmental Considerations. In the event the Premises contain or are affected by Environmental Considerations, Company may elect, in its sole and absolute discretion and without any liability whatsoever, to (i) terminate this Agreement pursuant to the paragraph titled "Default of Subscriber", or (ii) affirm this Agreement. If Company affirms this Agreement, Subscriber shall (a) immediately remove all Environmental Considerations at Subscriber's sole cost and expense and (b) pay Company for all increased costs to perform this Agreement.

34. **U.L. Certified Systems.** In the event the System is U.L. certificated, Subscriber shall pay Company's prevailing initial and renewal certificate fees. In the event the System is activated without objective physical evidence of the necessity for the activation and Company dispatches an agent, Subscriber shall pay Company's prevailing charge for dispatch of such agent. U.L. certificated systems satisfy the requirements of U.L. for the stated class and grade as of the date of installation. If in the future U.L. adopts new or different specifications for the certificate issued, Company agrees, upon receipt of written consent of Subscriber, to perform all services necessary to satisfy the new or different specifications of U.L. for the certificate issued, and Subscriber shall pay all costs thereof at Company's then prevailing charges.

35. **Paragraph Headings.** The paragraph titles used herein are for convenience of the parties only and shall not be considered in construing the provisions of this Agreement.

36. **Credit Investigation Report.** Subscriber authorizes and consents to credit investigations and reports by the Company and any other person or entity that provides financing to the Company or to whom this Agreement may be assigned.

37. **Right to Notice and Cure.** In the event of any breach of this Agreement by Company, Subscriber agrees to provide written notice to Company specifically identifying the nature of the breach and the provisions of this Agreement affected thereby, and to permit Company to cure the breach within five (5) business days after receipt of the written notice or, if the breach cannot be reasonably cured within said period, to promptly commence to cure and diligently proceed until cured. If Company cures any said breach as provided herein, this Agreement shall continue unabated and Company shall not be liable to Subscriber for any loss, damage or expense arising out of or from, resulting from, related to, in connection with or as a consequence of any said breach.

Initials: \_\_\_\_\_

38. **JURISDICTION, VENUE AND WAIVER OF JURY TRIAL.** EACH PARTY HEREBY IRREVOCABLY



AGREES THAT ANY SUIT, ACTION OR OTHER LEGAL PROCEEDING ("SUIT") ARISING OUT OF OR FROM, IN CONNECTION WITH OR AS A RESULT OF THIS AGREEMENT SHALL BE BROUGHT EXCLUSIVELY IN THE STATE COURTS OF RECORD OR THE COURTS OF THE UNITED STATES LOCATED IN THE DISTRICT OR COUNTY WHERE THE COMPANY'S PRINCIPAL PLACE OF BUSINESS IS LOCATED. EACH PARTY CONSENTS TO THE EXCLUSIVE JURISDICTION AND VENUE OF EACH SUCH COURT IN ANY SUCH SUIT AND WAIVES ANY OBJECTION THAT IT MAY HAVE TO JURISDICTION OR VENUE OF ANY SUCH SUIT. EACH PARTY CONSENTS TO SERVICE OF PROCESS IN ACCORDANCE WITH THE NOTICE PROVISIONS OF THIS AGREEMENT. EACH PARTY HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY SUIT, ACTION OR OTHER LEGAL PROCEEDING BROUGHT BY EITHER PARTY.

39. **Right to Terminate.** Notwithstanding anything contained herein to the contrary, Company may, in its sole discretion, terminate this Agreement, with or without cause and without any liability whatsoever, upon thirty (30) days notice to Subscriber. In the event such termination is without cause, Company shall, upon the written request of Subscriber, refund any unearned service charges. If the termination is for a monetary default, Subscriber understands and agrees that Company shall not release any data related to the System or any Services unless and until all amounts owed are paid in full.

40. **Company as Agent.** Subscriber hereby appoints Company as Subscriber's exclusive agent for the term of this Agreement with the authority to act on Subscriber's behalf for all purposes under this Agreement including, without limitation, communicating with any monitoring facility related to the System and Services.

41. **Internet Services.** Company hereby grants to Subscriber a non-exclusive, non-transferable license to use the Company's portal via the internet to access, input, delete and modify Information through the internet. Except for Subscriber's (a) failure to keep confidential all Information, passwords, etc., (b) use of the license or the Information in any manner that negatively affects Company, (c) use of the license or the Information for any illegal purpose, or (d) violation of any applicable law, this license shall continue and be coextensive with the term of this Agreement. Subscriber shall be solely and absolutely responsible for the Information which it inputs, deletes or modifies. Subscriber agrees that upon termination of this Agreement or termination or suspension of the license by Company, Company may immediately, and without notice, disable Subscriber's access to the portal via the internet and cancel all passwords or other access codes.

42. **Cross-Default.** In the event Company and Subscriber are parties to any other agreement, Subscriber acknowledges and agrees that a default by Subscriber under this Agreement or any other agreement between the parties shall be deemed to be a default by Subscriber under all such agreements between the parties permitting Company to exercise any or all of its rights under any or all of such agreements in the sole and absolute discretion of Company.

43. **Email Notice.** In the event Subscriber elects to receive automatic email notice of certain System events, e.g., the arming or disarming of the System, Subscriber acknowledges, understands and agrees that (I) any such notice is conditioned on (a) receipt of the data at Company's central station, (b) the proper operation of communication equipment, services, systems and networks including, without limitation, the internet, and (c) any failure, malfunction or delay in processing or transmitting the data by Company's equipment or software, and (II) Company is hereby released from any liability arising out of or from, resulting from or in connection with the failure, malfunction or delay of any such notice for any reason, including Company's or Representative's sole, joint or several negligence of any kind or degree.

44. **Electronic Media.** Subscriber authorizes Company to scan, image or otherwise convert this Agreement and any ancillary documents into an electronic format of any nature and to destroy all such written documents. Subscriber agrees that a copy of this Agreement or other ancillary document produced from such electronic format is legally equivalent to the original for any and all purposes, including litigation or arbitration.

45. **Execution in Counterparts and by Facsimile or Electronically.** This Agreement may be executed in any number of counterparts, any one of which need not contain the signature of more than one party, but all of which shall together constitute one and the same instrument. The parties agree that this Agreement and the signatures affixed hereto may be transmitted and delivered by facsimile or electronically and that all such signatures and this Agreement transmitted or delivered by facsimile or electronically shall be deemed to be originals for all purposes and given the same legal force and effect as the original Agreement and original signatures, including litigation and arbitration.

46. **Authorization.** Company and Subscriber each represent and warrant to the other party that (i) the execution, delivery and performance of this Agreement have been duly authorized by all necessary entity action, and (ii) this Agreement constitutes a valid and binding obligation as to it, enforceable against it in accordance with its terms.

47. **Consent to Call Subscriber and Call List.** Subscriber, for him/her/it self and as the authorized agent of Subscriber's employees and each person on the Call List from time-to-time, consents to Company (i) calling each such person's cell phone or other mobile device; (ii) using automatic dialers; and (iii) using a technology known as "robocalling" (unless such person notifies Company that he/she opts out of this clause (iii)).

Initials: \_\_\_\_\_

48. **Applications.** If Subscriber has subscribed to an application (an "App"), Subscriber understands and agrees that (i) the App was developed by a third-party App developer, not Company; (ii) as a condition of downloading and using the App



Subscriber must first agree to and continue to comply with the terms of an end-user license agreement ("EULA"); (iii) the EULA is between Subscriber and the App developer only; (iv) the App developer, not Company, is solely responsible for the App; (v) Company disclaims any and all warranties in connection with the App and shall not be liable for any damage, loss, cost or expense incurred by Subscriber and related to the App or Subscriber's use of the App; and (vi) as between Subscriber and Company, Company is a third-party beneficiary of the EULA.

49. **Statutory Notices.**

**NO WARRANTIES.** THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OR REVERSE HEREOF, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Initials: \_\_\_\_\_



*Your Safety Is Our Business*  
secure • monitor • connect

## City of Bellevue

### District 4 Camera Upgrades

80787-5-0  
Dated: 10/14/2025

Prepared for:  
Mayor Rusty Hike

Customer: City of Bellevue

Site: 13501 S 25 Street , District #4 Station (Capehar  
Bellevue, NE, 68123

Contact: Mayor Rusty Hike | 402-293-3000 | rusty.hike@bellevue.net



Proposal #: 80787-5-0  
Dated: 10/14/2025

## District 4 Camera Upgrades

### Scope of Work

SEi to upgrade the existing exterior cameras from Arecont cameras to Axis cameras.

The south side Arecont 180 degree camera will be upgraded to AXIS 180 degree camera.

Five corners of the facility (SW, SE, NW, NE and West middle) have an existing dome camera that will be relocated to the corner and upgraded to a corner mounted MultiView.

The east side entry has a single camera. This camera will be replaced with a 5MP single dome camera.

The existing Salient camera license will be migrated to the new cameras.  
Any existing camera that is not upgraded will be removed from the VMS.

- **The proposal excludes potential price increases due to government-imposed tariffs. Any such increases will be the customer's responsibility until SEi receives a 50% deposit. Once the deposit is received, SEi will secure equipment at the current pricing.**

### Standard Qualifications:

- All work shall be done during normal working hours
- All ceiling, floor and walls are assumed to be accessible for cable and device installation
- Customer to provide Ethernet network including: equipment, network drops, connectivity, and IP addresses as required.
- Any existing wire and/or equipment to be reused that does not meet standards will be replaced at an additional charge
- SEi will provide programming of the system
- SEi is not responsible for drywall or painting work necessary for installation.
- SEi is not responsible for patching or covering holes left behind by removing, relocating, or replacing existing equipment.
- No integration to any other system is included in this proposal
- SEi has excluded sales tax in the proposal given.
- A 50% down payment will be required by SEi prior to our ordering equipment.
- Customer needs to be able to provide log in credentials and IPs for the existing recording device(s), and all existing IP cameras to be taken over by SEi.



**Customer:** City of Bellevue

**Site:** 13501 S 25 Street , District #4 Station (Capehar  
Bellevue, NE, 68123

**Contact:** Mayor Rusty Hike | 402-293-3000 | rusty.hike@bellevue.net



Your Safety Is Our Business  
secure • monitor • connect

**Proposal #: 80787-5-0**  
**Dated: 10/14/2025**

**Prepared by: Robb Walker • Major Accounts Executive**  
**rwalker@seisecurity.com • seisecurity.com**  
**2238 S 156 Circle Omaha, NE 68130 | P: (402)-778-3759 | F: (402)-333-7616**

Customer: City of Bellevue

Site: 13501 S 25 Street , District #4 Station (Capehar  
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## Schedule of Protection

### Exterior 20MP MultiView

QTY	Description
5	Wall Mount
5	Corner Bracket
15	1/2" Outdoor Liquidtight Conduit
5	4x5MP Multidirectional Panoramic Camera with AI
5	Pendant

### 5MP Exterior

QTY	Description
1	5MP Outdoor Dome Camera
1	Outdoor Pendant Kit for Select M32 and P32 Cameras
1	Wall Mount for M3046-V

### Exterior 180

QTY	Description
1	Outdoor 7MP Dome IP Camera, 180 Degree

## Investment Summary

Deposit Due in Advance	\$13,545.00
Balance Due Upon Completion	\$13,544.00
<b>Total Proposal Amount</b>	<b>\$27,089.00</b>

*Note: The above price does not include tax*

\* This proposal for the above described protection is valid for 30 days.

\* This proposal for the above described protection does not include tax and is covered by a one (1) year parts, labor and service guarantee



## Commercial Installation and Service Agreement

THIS AGREEMENT is made October 14, 2025, by and between SECURITY EQUIPMENT, INC and its directors, officers, shareholders, employees and agents, (collectively "Company") and City of Bellevue ("Subscriber"). Location of Customer's premises 13501 S 25 Street, District #4 Station (Capehar, Bellevue, NE 68123).

Subject to the terms and conditions hereinafter set forth, Company agrees to sell, (except for any and all radio equipment), and provide ( ) of the equipment specified on "Schedule of Protection / Scope of Work" (all service offerings selected are collectively, "Services"), which is incorporated herein by reference.

### Note:

Subscriber acknowledges and agrees that (i) additional equipment, at additional cost, can provide increased detection ability, (ii) Subscriber has voluntarily elected to accept the System based on Subscriber's business reasons, e.g., cost, firm culture, Premises environment and conditions, insurance requirements, etc., (iii) a second telephone line at the Premises may be necessary to use the telephone while the System is transmitting data to the monitoring facility, (iv) if the System includes radio equipment or the System is owned by the Company, Subscriber shall permit Company to remove the radio equipment or the System within three (3) business days after the termination of services to the radio or the System and Subscriber agrees to pay Company on a time basis at Company's then prevailing charges for such removal or, at Company's sole election, Subscriber shall, at its sole cost, within three (3) business days after the termination of services to the radio or System, remove and return the radio equipment or the System complete, undamaged (ordinary wear and tear excepted), and in good working order to the Company at the Company's home office, (v) Subscriber shall notify Company of all ordinances or local policies of the police, sheriff, fire, medical, ambulance, guard, patrol and response services, and other governmental, private or volunteer departments and organizations (collectively, "First Responders") that may affect Company's performance of services to Subscriber, (vi) the local municipality where the Premises is located may require a license, permit or fee for the installation, use or monitoring of the System which is the sole responsibility of Subscriber to determine and comply with, and (vii) devices, Systems, networks, data and other communications transmitted through radio signals (wireless devices) or the internet are susceptible to being accessed by others, e.g., hackers, and Subscriber hereby releases Company for and from all damages, losses, costs and liabilities arising out of or from, in connection with or related to any third party's access of any such device, System, network, data or other communication related to this Agreement.

### Installation Charges:

Subscriber agrees to pay Company the sum of \$27,089.00, plus tax, if applicable, for the sale and installation of the System as follows: A 50% deposit prior to ordering equipment. The remaining balance is due in full at time of substantial completion. Installation jobs over \$25,000 are subject to additional progress billing frequencies at Company discretion. Upon substantial completion of installation by  electronic funds transfer ("EFT")  cash, check or money order  credit card. If EFT is checked, you authorize periodic debits to your bank account as stated above.

### Recurring Charges:

Subscriber agrees to pay Company the sum of \$0.00, plus tax, if applicable, per month for the lease of the System (if checked above), and Services, prepaid for a period of five (5) years. This Agreement shall automatically, without action by either party, renew under the same terms and conditions for successive periods equal to the initial period unless either party gives to the other at least thirty (30) days written notice, prior to expiration date, of intention to terminate this Agreement upon its original or any renewed expiration date or, in the event this renewal provision is not effective for any reason whatsoever, this Agreement shall automatically renew from month to month unless either party gives to the other at least thirty (30) days written notice of intention to terminate at the expiration of any such term. Time is of the essence with regard to this paragraph.

**NOTICE TO CUSTOMER: CUSTOMER SPECIFICALLY ACKNOWLEDGES AND ACCEPTS THE DISCLAIMER/LIMITATION OF LIABILITY AND INDEMNITY PARAGRAPHS HEREOF. TERMS AND CONDITIONS ARE AN INTEGRAL PART OF THIS AGREEMENT. CUSTOMER ACKNOWLEDGES RECEIPT OF A COPY OF CONTRACT. READ ALL PAGES BEFORE SIGNING.**

### Electronic Signatures:

The person signing this Agreement certifies that Customer's policies do not prohibit the acceptance and execution of terms and conditions in electronic form. In addition, each party consents to and agrees that the use of a keyboard, mouse, or other device (1) to select an item, button, icon or checkbox or (2) to enter text, or (3) to perform any similar act or action while using SEI's web-based portal(s) for the purpose of initiating, reviewing, modifying or completing any transaction regarding this Agreement constitutes a lawful and valid signature, acceptance, and agreement, and shall be treated the same as if such were actually made using a physical, written signature. The parties further agree that no certification authority, or other third-party verification is necessary to validate their respective electronic signature. The parties additionally agree that this Agreement is accepted and agreed to when an electronic signature for each party has been affixed to this Agreement.

**Customer consents to receive SEI invoices and statements by Electronic Delivery.**



**IN WITNESS WHEREOF, and intending to be legally bound, the parties have executed or caused this Agreement to be executed on the signing date unless otherwise agreed to in writing. Further, if the Customer is a corporation, the individual signing this Agreement on behalf of the Customer shall be personally liable as a surety for the financial obligation of the Customer.**

**SEi**

Submitted By: Robb Walker  
Approved By: \_\_\_\_\_  
Date: \_\_\_\_\_

**City of Bellevue**

Signature: \_\_\_\_\_  
Date: \_\_\_\_\_  
Print Name: Mayor Rusty Hike  
Title: \_\_\_\_\_  
Email: rusty.hike@bellevue.net

## Terms & Conditions

1. **DISCLAIMER/LIMITATION OF LIABILITY.** SUBSCRIBER UNDERSTANDS AND AGREES AS FOLLOWS: (I) NEITHER COMPANY NOR ITS DIRECTORS, OFFICERS, SHAREHOLDERS, PARTNERS OR EMPLOYEES (COLLECTIVELY, "REPRESENTATIVES") IS AN INSURER; (II) IT IS THE SPECIFIC INTENT OF THE PARTIES THAT (A) INSURANCE COVERING ALL LOSS, DAMAGE AND EXPENSE ARISING OUT OF OR FROM, IN CONNECTION WITH, RELATED TO, AS A CONSEQUENCE OF OR RESULTING FROM THIS AGREEMENT, SHALL BE OBTAINED AND CONTINUOUSLY MAINTAINED BY THE SUBSCRIBER, (B) RECOVERY FOR ALL SUCH LOSS, DAMAGE AND EXPENSE SHALL BE LIMITED TO ANY SUCH INSURANCE COVERAGE ONLY, AND (C) COMPANY AND REPRESENTATIVES ARE RELEASED FROM ANY AND ALL LIABILITY FOR ALL SUCH LOSS, DAMAGE AND EXPENSE; (III) COMPANY AND REPRESENTATIVES, EXCEPT AS SET FORTH HEREIN, MAKE NO GUARANTEE, REPRESENTATION OR WARRANTY INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE; (IV) COMPANY AND REPRESENTATIVES ARE RELEASED FOR ALL LOSS, DAMAGE OR EXPENSE WHICH MAY OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH, OR SUBSEQUENT TO THE EXECUTION OF THIS AGREEMENT DUE TO THE IMPROPER OPERATION OR NON-OPERATION OF THE SYSTEM (INCLUDING, WITHOUT LIMITATION OR EXAMPLE, THE COMMUNICATIONS EQUIPMENT OR SERVICES NECESSARY TO TRANSMIT TO OR RECEIVE ANY VOICE, VIDEO OR DATA AT THE MONITORING FACILITY); AND (V) SHOULD THERE ARISE ANY LIABILITY ON THE PART OF COMPANY OR REPRESENTATIVES FOR ECONOMIC LOSSES, PERSONAL INJURY, INCLUDING DEATH, OR PROPERTY DAMAGE (REAL OR PERSONAL) WHICH IS IN CONNECTION WITH, ARISES OUT OF OR FROM, RESULTS FROM, IS RELATED TO OR IS A CONSEQUENCE OF THE ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE OF COMPANY OR REPRESENTATIVES INCLUDING, WITHOUT LIMITATION, ACTS, ERRORS OR OMISSIONS WHICH OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH OR SUBSEQUENT TO THE EXECUTION OF THIS AGREEMENT, OR BREACH OF THIS AGREEMENT, OR ANY CLAIM BROUGHT IN PRODUCT OR STRICT LIABILITY, OR ANY CLAIM RELATED TO LOSS, THEFT OR UNAUTHORIZED USE OF ANY CONFIDENTIAL INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION OR PERSONAL HEALTH INFORMATION (AS DEFINED IN ANY PRIVACY LAW), OR ANY CLAIM FOR SUBROGATION, CONTRIBUTION OR INDEMNIFICATION, OR ANY CLAIM UNDER ANY OTHER THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT OR EQUITY, INCLUDING, WITHOUT LIMITATION, ANY GENERAL, DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, STATUTORY OR CONSEQUENTIAL DAMAGES, IRRESPECTIVE OF CAUSE, SUCH LIABILITY SHALL BE LIMITED TO THE MAXIMUM SUM OF \$1,000.00 COLLECTIVELY FOR COMPANY AND REPRESENTATIVES, AND THIS LIABILITY SHALL BE EXCLUSIVE.

IN THE EVENT THAT THE SUBSCRIBER WISHES TO INCREASE THE MAXIMUM AMOUNT OF SUCH LIMITED LIABILITY, SUBSCRIBER MAY, PRIOR TO AN OCCURRENCE RESULTING IN ECONOMIC LOSS, PERSONAL INJURY, INCLUDING DEATH, OR PROPERTY DAMAGE (REAL OR PERSONAL), AS A MATTER OF RIGHT, OBTAIN A HIGHER LIMIT PROSPECTIVELY BY PAYING AN ADDITIONAL AMOUNT FOR THE INCREASE IN SUCH LIMIT OF LIABILITY, BUT THIS PAYMENT SHALL IN NO WAY BE INTERPRETED TO HOLD COMPANY OR REPRESENTATIVES AS AN INSURER.

2. **Increase in Charges.** Company shall have the right to increase periodic charges at any time or times after the expiration of one (1) year from the date of this Agreement by an amount equal to the percentage increase in the Consumer Price Index for the USA (all goods and services) from the date of this Agreement or the date of the last increase in periodic charges, whichever is later, upon giving Subscriber written notice thirty (30) days in advance of the effective date of such change.

3. **Transmission of Data, Video or Voice.** Subscriber acknowledges and agrees that the System is a non-supervised reporting device. If the transmission medium for delivery of data ("Signals"), video images or voice or other audio communications from your System to the monitoring facility is incompatible with the System or is inoperative, circumvented, compromised or interrupted by natural or human causes including, without limitation, the cutting of the telephone line, radio transmission interference, power line surges or outages, internet or broadband problems and internet or broadband provider problems, there is no indication of this fact at the monitoring facility. Further, Subscriber understands that (i) a video system enables Company to record, store and review images of the Premises and the area outside of the Premises, (ii) video with audio capability enables Company to record, store and review oral communications from in and outside of the Premises, and (iii) a two-way voice system enables Company to "listen-in" to the Premises and to record, store and review such oral communications. Subscriber authorizes and consents to Company viewing the Premises and the area outside of the Premises and "listening-in" to the Premises and releases Company and Representatives for all claims, losses, damages, costs and expenses due to Company viewing the Premises and the area outside of the Premises and listening-in to the Premises.

4. **Release of Insured Losses.** Subscriber hereby releases Company and Representatives for all losses, damages and expenses (i) covered by Subscriber's insurance policies, (ii) policy deductibles, co-pay percentage, or retained limits, (iii) in excess of amounts paid by Subscriber's insurance, and (iv) due to under insurance.

5. **Waiver of Subrogation.** As an inducement to Company to enter into this Agreement, Subscriber represents, warrants and covenants that Subscriber's insurance companies shall not have (a) any rights created by a loan agreement, loan receipt, or other like document or procedure, or (b) any right of subrogation, indemnification or contribution against Company or Representatives

Initials: \_\_\_\_\_



6. **INDEMNIFICATION.** IF ANYONE OTHER THAN SUBSCRIBER, INCLUDING, WITHOUT LIMITATION, SUBSCRIBER'S INSURANCE COMPANY, ASKS COMPANY OR REPRESENTATIVES TO PAY FOR ANY LOSS, DAMAGE OR EXPENSE (INCLUDING, WITHOUT LIMITATION, ECONOMIC LOSSES, PROPERTY DAMAGE, PERSONAL INJURY OR DEATH) DUE TO (I) BREACH OF CONTRACT OR WARRANTY, EXPRESS OR IMPLIED, (II) ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE BY COMPANY OR REPRESENTATIVES, (III) FAILURE OR MALFUNCTION OF THE SYSTEM TRANSMISSION MEDIUM OR THE MONITORING FACILITY/FACILITIES, (IV) RECORDING OF COMMUNICATIONS OR VIDEO SURVEILLANCE/RECORDING, (V) PRODUCT OR STRICT LIABILITY, (VI) A CLAIM RELATED TO LOSS, THEFT OR UNAUTHORIZED USE OF ANY CONFIDENTIAL INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION OR PERSONAL HEALTH INFORMATION (AS DEFINED IN ANY PRIVACY LAW), (VII) A CLAIM FOR SUBROGATION, INDEMNIFICATION OR CONTRIBUTION, OR (VIII) A CLAIM UNDER ANY OTHER LEGAL THEORY, SUBSCRIBER AGREES TO PAY (WITHOUT ANY CONDITION THAT COMPANY OR REPRESENTATIVES FIRST PAY) FOR ALL LOSSES, DAMAGES, COSTS AND EXPENSES INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, WHICH MAY BE ASSERTED AGAINST OR INCURRED BY COMPANY OR REPRESENTATIVES.

7. **Installation; Service; Delays.** Subscriber acknowledges and agrees that Company and Representatives have no knowledge of existing hidden pipes, wires or other like objects within walls, floors, ceilings and other concealed spaces, and it is Subscriber's obligation to advise Company of such hidden objects, failing which Company and Representatives are released for any damages, losses or expenses arising out of or from, in connection with, as a result of, related to or as a consequence of such hidden objects. Company and Representatives make no representation of delivery and installation of equipment or commencement of Services by any particular date. Any cost or expense incurred as a result of any such delay including, without limitation, any guard services required, shall be borne by and the sole responsibility of Subscriber.

8. **Title; Suspension of Service; Shut-Down; Lock-Out.** If equipment is leased by or loaned to Subscriber, title to any such equipment shall at all times hereafter remain in Company. Subscriber understands and agrees that Company may, in its sole and absolute discretion, electronically lock out the access control panel or alarm communicator (collectively, the "Panel") in order to limit access to the Panel to Company only. Should Subscriber default hereunder, or upon expiration or termination of this Agreement for any reason, or if the System excessively sends video images or data to Company's monitoring facility as a result of any cause other than Company's sole negligence, Subscriber unconditionally and irrevocably authorizes Company concurrently or consecutively to: (i) suspend service, (ii) ignore all video images and Signals received from the Systems, (iii) terminate this Agreement, (iv) shut down the Panel and/or the System, (v) render some or all of the equipment incapable of sending a signal locally or communicating with any monitoring facility, and refuse to unlock the Panel, and (vi) provide repair service to the System. In the event that Company notifies Subscriber by telephone, electronically or otherwise of Company's decision to service such System and Subscriber fails to (a) immediately authorize Company to provide repair services, and (b) provide reasonable unrestricted access to the Premises and the System within four (4) hours after such notice, Subscriber agrees to pay to Company its then prevailing charges for each data transmission or video image from or to such System. The exercise of such rights shall not be deemed a waiver of Company's right to damages, and Company shall have the right to enforce all other legal or equitable remedies and rights.

9. **Subscriber's Duties and Responsibilities.** It is the Subscriber's sole responsibility to (a) confirm that the communications equipment, technology and services which are not supplied by Company are compatible with the System and any monitoring facility, especially when there are changes to (i) such communications equipment, technology or services, or (ii) any telecommunications, radio, internet, satellite or other service or provider; and (b) test the System periodically (not less than monthly) and whenever changes are made to the communication path between the System and the monitoring facility, communications equipment, technology or services for the System. Subscriber understands, acknowledges and agrees that not all communications equipment, technology or services used to transmit Signals, video images and voice or other audio communication between the System and any monitoring facility are or will continue to be available from every telephone, radio, internet, satellite or other service provider (collectively, "Provider"). In the event of any discontinuance, suspension, termination, modification or change (collectively, a "Change") or any contemplated Change as reasonably determined by Company in connection with any communications equipment, technology, software, service or Provider, and there is a commercially reasonable alternative available in order to continue services under this Agreement, Subscriber hereby authorizes Company to provide Subscriber with such alternative in Company's sole and absolute discretion. Subscriber shall be solely responsible to pay (or shall promptly reimburse Company) for (a) all costs of any Provider as well as charges by the Company to modify, substitute or replace any communications equipment, technology, software, service or Provider (at Company's then prevailing rates on a time and material basis), and (b) any increase in monthly charges under this Agreement for lease, service, monitoring, etc. in connection with, arising out of or from, as a result of or related to any Change to or modification, substitution or replacement of the communications equipment, technology, service or Provider. Any claimed inadequacy or failure of the System, the communications equipment, technology, service or Provider must be immediately reported to Company or the Provider, as appropriate, for correction or repair service. When required, Subscriber shall be solely responsible for the connection of the System or any portion thereof to a fire alarm/life safety system.

10. **False Alarms.** In the event the System is activated for any reason whatsoever, the Subscriber shall (a) pay without recourse, or (b) reimburse Company for any fines, fees, costs, expenses and penalties assessed against Subscriber or Company by any court or governmental agency.

Initials: \_\_\_\_\_



11. **Default of Subscriber.** In the event of any default by Subscriber, without limiting the rights of Company under this Agreement or at law or equity, Company shall be entitled to retain all prepayments received and Subscriber shall immediately pay to Company (a) all payments then due and payable, (b) all charges for labor, material and equipment incurred by Company due to such default based on a time and material basis at Company's then prevailing charges, and (c) fifty percent (50%) of all payments which would be due hereunder for the unexpired term as liquidated damages and not as a penalty; and Company shall have no further obligation to perform under this Agreement. In addition, if any suit or alternative dispute resolution proceeding is instituted and Company is the substantially prevailing party by judgment, award, finding or settlement, Subscriber shall pay directly or reimburse Company for all of its costs and expenses including, without limitation or example, consultants' and professionals' fees and costs including, without limitation or example, reasonable attorneys' fees and costs.

12. **Binding Agreement; Applicable Law.** This Agreement becomes binding upon Company only (a) when signed by an authorized representative of Company, who must be a corporate officer if (i) there are any additions to the Agreement, or (ii) any of the printed terms and conditions have been altered, deleted or substituted by other wording, or (b) upon commencement of services. This Agreement is binding on the heirs, executors, administrators, successors and permitted assigns of the parties, and shall be governed by and construed according to the laws of Company's principal place of business without reference to its conflicts of law rules. The interpretation of this Agreement shall not be construed against the drafter.

13. **Assignability of Agreement.** This Agreement is not assignable by Subscriber except upon the written consent of Company, which shall be in Company's sole and absolute discretion. This Agreement or any portion thereof is assignable by Company in its sole and absolute discretion.

14. **Finance and Late Charges.** A finance charge of one and one-third (1-1/3%) percent per month (sixteen (16%) percent per year) will apply to all obligations not paid pursuant to the terms contained herein. Subscriber shall also pay to Company an administrative fee (late charge) of five (5%) percent of any payment due hereunder received by Company after the date on which such payment is due as liquidated damages and not as a penalty.

15. **No Waiver of Breach.** There shall be no waiver by Company of any breach of this Agreement unless specifically waived in writing by Company. If Company shall waive any breach by Subscriber, it shall not be construed as a waiver of any subsequent breach. Company's rights hereunder shall be cumulative, and any rights hereunder may be exercised concurrently or consecutively and shall include all remedies available even though not expressly referred to herein.

16. **Monitoring Service.** Monitoring service consists solely of monitoring service personnel ("Operator") communicating electronically with First Responders or calling by telephone the telephone numbers supplied by Subscriber in writing for First Responders and persons identified by Subscriber as Subscriber's emergency contacts (the "Call List") within a reasonable period of time under the circumstances at the monitoring facility and the priority of the Signals which are identified in writing (hereinafter "Listed Codes") or video images which, in the Operator's sole and absolute discretion, clearly and conspicuously reveal the necessity for monitoring services appear on the Operator's computer screen at the monitoring facility or when voice communication requesting assistance is received by an Operator from Subscriber or from the Premises. No monitoring service shall be rendered for voice communication which does not request assistance or for video images which do not clearly and conspicuously reveal the necessity for monitoring service. In the event a Signal is received at the monitoring facility which is not a Listed Code, Subscriber agrees that Company's sole duty and obligation is for Company to log the Signal (the "Unlisted Code Policy").

If the Premises is located in a jurisdiction requiring a personal verified on-site response ("Verified Response") prior to dispatching a First Responder, it is Subscriber's sole responsibility to engage a service to provide such Verified Response. All fees, costs and expenses in connection with Verified Response shall be borne by Subscriber only. You understand and agree that First Responders may not be dispatched or respond to your Premises after notice to First Responders of receipt of a burglar alarm signal or fire alarm signal by Company unless there is independent confirmation of a burglary or fire at your Premises, e.g., an on-site witness' report that a point of entry exists or a fire exists.

Notwithstanding anything contained herein to the contrary, (a) upon receipt of a Listed Code or video images and prior to communicating electronically or by telephone to First Responders or the Call List, Company may, in its sole and absolute discretion and without any liability, attempt to telephone the Premises or attempt to contact Subscriber through telephone, electronic mail, text message or other similar means of communication at numbers or addresses provided by Subscriber in writing, as frequently as Company deems appropriate to verify the necessity to report the receipt of a Listed Code or video images to First Responders or the Call List, and (b) upon the receipt of an abort code or oral or electronic advice to disregard the receipt of a Listed Code or video images from any person at the Premises, Subscriber's representative or any of the personal contacts on the Call List, all of whom have Subscriber's authority and consent to direct Company to disregard receipt of a Listed Code, Company may, in its sole and absolute discretion and without any liability, refrain from contacting First Responders or the Call List or advise anyone previously notified of a Listed Code or video images of receipt of an abort code or oral or electronic advice to disregard the receipt of the Listed Code or video images.

Company's efforts to notify first responders or the Call List shall be satisfied by advice electronically or by telephone to any person answering the telephone at the telephone number(s) provided to Company in writing or by leaving a message with a telephone answering service or any mechanical, electrical, electronic or other technology permitting the recordation of voice or data communications.

Initials: \_\_\_\_\_



Subscriber acknowledges and agrees that (i) all software, hardware, firmware, codes, Signals, audio and voice communications, video images, information and documentation arising out of or from, in connection with, related to, as a consequence of or resulting from this Agreement or the Services (collectively, the "IP Property") are the sole and exclusive property of Company and Subscriber has no rights whatsoever in any of the IP Property, and (ii) Company shall have the right in its sole and absolute discretion to destroy, delete, erase, etc. (collectively, "Destruction") the IP Property at any time without notice to Subscriber; provided, that upon the written request of Subscriber, received prior to the Destruction of the IP Property, to retain any specific IP Property, Company shall use commercially reasonable efforts to store the specific IP Property as requested by Subscriber on the condition precedent that Subscriber pay all fees, costs and expenses related to any such request.

17. **Repair, Inspection, Maintenance, Takeover Systems.**

(a) If Subscriber has purchased repair services, repair services consist of providing all necessary labor, material, parts and equipment to service the System due to ordinary wear and tear only, excluding battery replacement, alarm screens, wiring, light bulbs, L.E.D.s, L.C.D.s, foil tape and obsolete, end of useful life or degraded material, parts or equipment pursuant to the terms hereof. All other service shall be paid by Subscriber on a time and material basis at Company's then prevailing charges.

(b) If Subscriber has purchased per call repair services, per call repair service consists of providing all necessary labor, material, parts and equipment to service the Subscriber's system, pursuant to the terms hereof, and Subscriber agrees to pay Company on a time and material basis at Company's then prevailing charges.

(c) If Subscriber has purchased inspection services, inspection service consists of providing all necessary labor and testing equipment to inspect only the visible equipment of the System, pursuant to the terms hereof, for the sole purpose of determining if said visible equipment is operative. Inspection service shall be performed on or about the anniversary date of this Agreement conditioned on Subscriber contacting Company to schedule an appointment for such service.

(d) If Subscriber has purchased maintenance services, maintenance services consists of providing all labor necessary to inspect the visible parts of the System annually on or about the anniversary date of this Agreement or as otherwise agreed in writing, conditioned on Subscriber contacting Company to schedule an appointment for such service, and to provide all necessary labor, material, parts and equipment to service the System at that time due to ordinary wear and tear only, excluding obsolete, end of useful life or degraded material, parts or equipment pursuant to the terms hereof. All other service shall be paid by Subscriber on a time and material basis at Company's then prevailing charges.

(e) If the System is leased, upon receipt of notice from Subscriber of the necessity to service the System, Company agrees, pursuant to the terms hereof, to provide all labor, material, parts and equipment to service the System due to ordinary wear and tear only, excluding obsolete, end of useful life or degraded material, parts or equipment. All other service shall be paid by Subscriber on a time and material basis at Company's then prevailing charges.

(f) Company makes no representation, promise, warranty or guarantee that there will be no interruptions of service or delay in performing service. Company's sole obligation after receiving a service request is to dispatch a service employee to the Premises within a reasonable time after a service employee becomes available, during normal business hours excluding Saturdays, Sundays and holidays, after receipt of Subscriber's request to do so.

(g) It is understood and agreed by the parties that all service to the System shall be performed by Company only, but Subscriber agrees that Company's duty to service the System is subject to the availability of the original part or equipment from the original manufacturer, and to the terms of this Agreement and conditioned upon Subscriber notifying Company of the necessity for such service. Subscriber agrees to pay Company's minimum service call charge in the event Subscriber does not provide unrestricted access when Company attempts to provide service at the Premises.

(h) Subscriber agrees that all repair, replacement, programming, reprogramming or modification to the System shall be performed by Company only. Unless this Agreement provides otherwise, all such service shall be paid by Subscriber on a time and material basis at Company's then prevailing charges.

(i) If the System is a takeover, in whole or in part, Company reserves the right, in its sole and absolute discretion, to terminate this Agreement at any time by ten (10) days written notice to you in the event Company determines, in its sole and absolute discretion, that the System is not in good operating condition or in good working order, that the System will not operate properly with the Services, that there have been excessive activations of the System, that the System has been abused or that the number of problems or cost of service has been or may become excessive and, upon termination by Company, Subscriber shall be entitled to reimbursement of the unearned charge paid for the then current period on request of Subscriber and this shall be the limit of Company's liability.

Initials: \_\_\_\_\_



18. **Inspection Services**

(a) Service for a fire alarm system consists of providing all necessary labor and testing equipment to visually observe and test the (i) detection devices of the System to determine whether each detection device generates a communication to the control unit(s) of the System; (ii) control unit(s) to determine whether each control unit generates a communication to the appropriate receiving unit(s) or appliance(s); and (iii) manually activated devices of the System, all in substantial compliance in all material respects with applicable law.

(b) Company makes no representation, promise, warranty or guarantee that there will be no interruptions of Service or delay in performing Service. All Service shall be performed at a mutually agreeable date and time, during Company's normal business hours excluding Saturdays, Sundays and holidays.

(c) It is understood and agreed by Subscriber that all Service to the System shall be performed by Company only. Subscriber agrees to pay Company's minimum service call charge in the event Subscriber does not provide unrestricted access when Company attempts to provide Service at the Premises.

(d) It is understood and agreed by Subscriber that in the event Company identifies a defect or problem with the System or any test or inspection, Company's sole duty is to advise Subscriber's representative of the defect or problem. Under no circumstances shall Company have any duty or obligation to repair, replace, correct or notify any other person of any such defect or problem.

19. **Video Systems.** If the System records and/or transmits video images and/or audio, electronic or the other forms of communication, Subscriber represents, warrants, covenants and agrees that it shall at all times (i) provide and maintain adequate power and sufficient lighting for all cameras audio devices, or other video-related equipment as recommended by the manufacturer; (ii) inform all persons who enter the Premises that their image and/or communications may be recorded and/or transmitted to others by video and/or audio equipment located on the Premises; (iii) comply with all privacy rights and laws and not use or permit the use of video and/or audio equipment where or in circumstances any person may have a reasonable expectation of privacy; (iv) use broadband connectivity exclusively to transmit video images and audio from any video system; (v) use the video and/or audio system for security surveillance and/or management services only; (vi) not use the video and/or audio system for any criminal, illegal, or otherwise unlawful activity; and (vii) obtain and keep in effect all permits or licenses required for the installation and operation of the video and/or audio system.

Subscriber understands and agrees that (i) a video and/or audio system enables Subscriber and/or Company to record, store and review images and/or communications of people in the Premises and outside of the Premises, and Subscriber hereby agrees, authorizes and consents to Company recording, storing and reviewing video images and communications recorded and/or transmitted from the video and/or audio system at the Premises; (ii) video system services are limited to the area of the Premises covered by the video system images and such coverage and/or images may be adversely affected by the camera angle, glare, lighting, contrast, etc., any of which may result in less than adequate images for the Operator to ascertain the necessity for video system services; (iii) Company is not liable for any delay or failure of notification due to in whole or in part to (a) any Force Majeure event including, without limitation or example, cellular provider transmission or network malfunctions, including overload of the cellular network, or (b) invalid email, text or other electronic addresses; and (iv) any and all third-party claims related to the video and/or audio system asserted against Company shall be deemed to be subject to paragraph number 1 of the Agreement.

20. **Remote Programming Services.** Subscriber hereby authorizes and consents to Company inputting, modifying, deleting and using electronic data concerning operation of the System through electronic communication between the System and Company's office or monitoring facility.

21. **Suspension of Service.** Subscriber agrees that Company's obligations hereunder are waived automatically without notice and Subscriber releases Company for all loss, damage and expense in the event of (i) a default or breach of this Agreement by Subscriber, (ii) the monitoring facility, transmission medium between the System and the monitoring facility, or the System is destroyed, damaged, inoperable or malfunctions for any reason whatsoever, or (iii) delays or interruption of Service(s) due in whole or in part, directly or indirectly, to riots, strikes, lockouts, other labor disputes, civil unrest, terrorism, war (declared or undeclared), weather, natural phenomenon, acts of God, casualty, governmental orders, laws, rules or regulations, transportation, environmental conditions or any other reason beyond the reasonable control of Company ("Force Majeure"), for the duration of such interruption of service, and Subscriber shall be entitled to reimbursement of the unearned charge paid for the period of interruption on request of Subscriber and this shall be the limit of Company's liability. During any interruption of Services for any reason including, without limitation, Force Majeure, the Company has no duty, obligation or liability to supply Subscriber with alternative or substitute services.

22. **Duties of Parties When Equipment Required By Third Parties.** Notwithstanding anything contained herein to the contrary, upon receipt of written notice from Subscriber, Subscriber's insurance company or other authority having jurisdiction, Company agrees to furnish and install all material and equipment required and Subscriber shall pay Company for all such costs on a time and material basis at Company's then prevailing charges.

Initials: \_\_\_\_\_



23. **LIMITED WARRANTY (ONLY IF SYSTEM SOLD TO SUBSCRIBER).**

(A) COMPANY HEREBY WARRANTS TO SUBSCRIBER THAT ORIGINALLY PURCHASED THE SYSTEM ALONE ONLY THAT ALL OF THE MATERIAL IS INSTALLED IN A GOOD AND WORKMANLIKE MANNER. IN THE EVENT THAT ANY PART, EXCEPT FOR WIRING, BATTERIES AND OTHER CONSUMABLE PARTS SHALL BECOME DEFECTIVE WITHIN ONE (1) YEAR FROM THE DATE OF THE ORIGINAL INVOICE FOR THIS INSTALLATION, OR FOR A TERM EQUAL TO THAT PROVIDED BY THE ORIGINAL EQUIPMENT MANUFACTURER, WHICHEVER IS LESS, COMPANY SHALL, AT ITS SOLE ELECTION, REPLACE OR REPAIR THE DEFECTIVE PART WITHOUT CHARGE TO SUBSCRIBER. ANY REPLACEMENT PART SHALL REMAIN UNDER WARRANTY FOR THE REMAINDER OF THE ORIGINAL WARRANTY PERIOD. THIS WARRANTY IS NOT ASSIGNABLE.

(B) EXCEPT AS SET FORTH IN PARAGRAPH A, COMPANY AND REPRESENTATIVES MAKE NO EXPRESS WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE; ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED.

(C) THIS WARRANTY DOES NOT COVER ANY SOFTWARE, ON-SITE PROGRAMMING OR REPROGRAMMING OF THE SYSTEM, OR DAMAGE TO MATERIAL OR EQUIPMENT CAUSED BY ACCIDENT, VANDALISM, WAR, DECLARED OR UNDECLARED, CIVIL UNREST, TERRORISM OR OTHER VIOLENCE, SUBSCRIBER NEGLIGENCE, FLOOD, WATER, LIGHTNING, FIRE, INTRUSION, ABUSE, MISUSE, AN ACT OF GOD, STRIKE, LOCKOUT OR OTHER LABOR DISPUTE, ANY LAW, ORDER OR OTHER REQUIREMENT OF ANY GOVERNMENTAL AGENCY OR OTHER AUTHORITY, ANY CASUALTY, INCLUDING ELECTRICITY, ATTEMPTED UNAUTHORIZED REPAIR SERVICE, MODIFICATION OR IMPROPER INSTALLATION BY ANYONE OTHER THAN COMPANY, OR ANY OTHER CAUSE OTHER THAN ORDINARY WEAR AND TEAR. COMPANY SHALL NOT BE LIABLE FOR ANY GENERAL, DIRECT, SPECIAL, EXEMPLARY, PUNITIVE, STATUTORY, MULTIPLE, INCIDENTAL OR CONSEQUENTIAL DAMAGES. SUBSCRIBER ACKNOWLEDGES: THAT ANY AFFIRMATION OF FACT OR PROMISE MADE BY COMPANY SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY; THAT COMPANY DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS THAT THE SYSTEM OR SERVICE SUPPLIED MAY NOT BE COMPROMISED, CIRCUMVENTED, OR THE SYSTEM OR SERVICES WILL IN ALL CASES PROVIDE THE SIGNALING, MONITORING AND RESPONSE FOR WHICH IT WAS INTENDED; THAT SUBSCRIBER IS NOT RELYING ON COMPANY'S SKILL OR JUDGMENT IN SELECTING OR FURNISHING A SYSTEM SUITABLE FOR ANY PARTICULAR PURPOSE; THAT THERE ARE NO EXPRESS WARRANTIES WHICH EXTEND BEYOND THOSE ON THE FACE OF THE AGREEMENT HEREOF, OR HEREIN, AND THAT ALL IMPLIED WARRANTIES, IF ANY, COINCIDE WITH THE DURATION OF THIS WARRANTY.

24. **Company Duty Concerning Property of Others.** Subscriber agrees that Company has no responsibility for the condition or operation of any equipment, device, or property of any sort of Subscriber, the communications provider or others ("Property"). If Company provides service to Property, Subscriber agrees that all relevant terms and conditions of this Agreement shall apply to all such service and Subscriber shall pay for such service on a time and material basis at Company's then prevailing charges.

25. **Contractual Limitation of Actions.** All claims, actions or proceedings, legal or equitable, against Company or Representatives must be commenced in court within one (1) year after the cause of action has accrued, without judicial extension of time, or said claim, action or proceeding is barred. Time is of the essence of this paragraph.

26. **Integrated Agreement; Valid Agreement; Modifications.** This instrument contains the entire Agreement between the parties hereto with respect to the transactions described herein and supersedes all previous and contemporaneous negotiations, commitments, contracts, express or implied, warranties, express or implied, statements and representations, whether written or oral, pertaining thereto, all of which shall be deemed merged into this Agreement. NEITHER PARTY HAS AUTHORITY TO MAKE OR CLAIM ANY REPRESENTATION, TERM, PROMISE, CONDITION, STATEMENT, WARRANTY, OR INDUCEMENT (COLLECTIVELY, "INDUCEMENT") WHICH IS NOT EXPRESSED HEREIN. EACH PARTY REPRESENTS THAT IT/HE/SHE IS NOT RELYING ON ANY INDUCEMENT IN SIGNING THIS AGREEMENT WHICH IS NOT EXPRESSED IN THIS AGREEMENT. Should any provision hereof (or portion thereof), or its application to any circumstances, be held illegal, invalid or unenforceable to any extent, the validity and enforceability of the remainder of the provision and this instrument, or of such provisions as applied to any other circumstances, shall not be affected thereby, and shall continue in full force and effect as valid, binding and subsisting; provided, however, in the event either the "Disclaimer/Limitation of Liability" or "Indemnification" sections or any portion of each is held by a court to be invalid or unenforceable, Company shall have the right to terminate this Agreement without any liability upon thirty (30) days prior written notice to Subscriber. If any provision or portion thereof is stricken, then such stricken provision or portion thereof shall be replaced, to the extent possible, with a legal, valid and enforceable provision that is as similar in tenor to the stricken provision or portion thereof as is legally possible. All changes or amendments to this Agreement must be in writing and signed by all parties to be binding on the parties.

27. **Additional Equipment or Service.** If, at any time after the date hereof, additional equipment or services are requested or authorized by Subscriber, all sales, leases, installation and services supplied by Company shall be subject to the terms of this Agreement only, except that additional charges shall be made for such additional sales, leases, installation or services.

Initials: \_\_\_\_\_

28. **Right to Subcontract.** Company may subcontract for the provision of services under this Agreement. Subscriber



acknowledges and agrees that the provisions of this Agreement inure to the benefit of and are applicable to any subcontractors engaged by Company to provide any service set forth herein to Subscriber, and bind Subscriber to said subcontractor(s) with the same force and effect as they bind Subscriber to Company. Any subcontractor and Company are each independent contractors (not partners or joint ventures).

29. **Consent to Intercept, Record, Disclose And Use Contents of Communications.** Subscriber, for itself and as the authorized agent of its owners, partners, members, officers, directors, invitees, guests, agents, representatives and employees (individually and collectively, "Any Person"), hereby consents to Company, in the ordinary course of its business, recording, reviewing, copying and using the contents of all telephone, video, oral, electronic, internet, broadband and other forms of transmission or communication to which Subscriber and/or Any Person and Company are parties.

30. **Consent to Communication to Others.** Subscriber hereby irrevocably authorizes and consents to Company communicating with U.L. (as necessary or appropriate) and Subscriber's insurance company and/or broker in connection with this Agreement and/or the relationship between Company and Subscriber arising out of or from or as a result of this Agreement; provided, that Company shall not be obligated or required to communicate with any other person or entity including, without limitation, U.L. and Subscriber's insurance company or broker, and all such communication shall be in Company's sole and absolute discretion; provide, further, that all such communications or failures to communicate shall not result in any liability of Company or Representatives. No third-party including, without limitation, U.L. and Subscriber's insurance company and broker are third-party beneficiaries of this section.

31. **Prior Agreements With Others.** Subscriber represents and warrants that (a) his/her/its cancellation or termination of any contract, or (b) execution of this Agreement does not breach and will not breach any contract with or obligation to any other person. Subscriber agrees to protect, defend, indemnify and hold harmless Company and Representatives from and against and pay (without any condition that Company or Representatives first pay) for all claims, demands, suits, liabilities, losses, damages, judgments, costs and expenses including, without limitation, attorneys' fees and court costs arising out of or from, in connection with, as a result of, related to or as a consequence of Subscriber's breach of this representation and warranty.

32. **Subscriber's Duty to Pay for Increased Costs.** Notwithstanding anything to the contrary contained herein, if (i) any pass-through cost increases, or (ii) any state or Federal statute or regulation, or (iii) any trade union jurisdictional dispute results in Company incurring any extra expense including, without limitation, paying higher compensation or wage rates to perform the installation and/or service, Subscriber hereby consents and authorizes Company to incur such increased or extra expense on behalf of and for the account of the Subscriber, and Subscriber shall pay Company for all such costs incurred by Company.

33. **Environmental Considerations.** Subscriber acknowledges and agrees that any duty or obligation of Company or Representatives under this Agreement, at law or in equity is subject to and conditioned upon, among other things, the Premises not containing or being affected in any manner whatsoever by any public or private nuisance, ultra hazardous or dangerous activity or any hazardous substance ("Environmental Considerations"), or the violation of any applicable local, state or federal statute, ordinance, rule, regulation, order or court order arising out of or from, in connection with, resulting from, related to or as a consequence of Environmental Considerations. In the event the Premises contain or are affected by Environmental Considerations, Company may elect, in its sole and absolute discretion and without any liability whatsoever, to (i) terminate this Agreement pursuant to the paragraph titled "Default of Subscriber", or (ii) affirm this Agreement. If Company affirms this Agreement, Subscriber shall (a) immediately remove all Environmental Considerations at Subscriber's sole cost and expense and (b) pay Company for all increased costs to perform this Agreement.

34. **U.L. Certified Systems.** In the event the System is U.L. certificated, Subscriber shall pay Company's prevailing initial and renewal certificate fees. In the event the System is activated without objective physical evidence of the necessity for the activation and Company dispatches an agent, Subscriber shall pay Company's prevailing charge for dispatch of such agent. U.L. certificated systems satisfy the requirements of U.L. for the stated class and grade as of the date of installation. If in the future U.L. adopts new or different specifications for the certificate issued, Company agrees, upon receipt of written consent of Subscriber, to perform all services necessary to satisfy the new or different specifications of U.L. for the certificate issued, and Subscriber shall pay all costs thereof at Company's then prevailing charges.

35. **Paragraph Headings.** The paragraph titles used herein are for convenience of the parties only and shall not be considered in construing the provisions of this Agreement.

36. **Credit Investigation Report.** Subscriber authorizes and consents to credit investigations and reports by the Company and any other person or entity that provides financing to the Company or to whom this Agreement may be assigned.

37. **Right to Notice and Cure.** In the event of any breach of this Agreement by Company, Subscriber agrees to provide written notice to Company specifically identifying the nature of the breach and the provisions of this Agreement affected thereby, and to permit Company to cure the breach within five (5) business days after receipt of the written notice or, if the breach cannot be reasonably cured within said period, to promptly commence to cure and diligently proceed until cured. If Company cures any said breach as provided herein, this Agreement shall continue unabated and Company shall not be liable to Subscriber for any loss, damage or expense arising out of or from, resulting from, related to, in connection with or as a consequence of any said breach.

Initials: \_\_\_\_\_

38. **JURISDICTION, VENUE AND WAIVER OF JURY TRIAL.** EACH PARTY HEREBY IRREVOCABLY

AGREES THAT ANY SUIT, ACTION OR OTHER LEGAL PROCEEDING ("SUIT") ARISING OUT OF OR FROM, IN CONNECTION WITH OR AS A RESULT OF THIS AGREEMENT SHALL BE BROUGHT EXCLUSIVELY IN THE STATE COURTS OF RECORD OR THE COURTS OF THE UNITED STATES LOCATED IN THE DISTRICT OR COUNTY WHERE THE COMPANY'S PRINCIPAL PLACE OF BUSINESS IS LOCATED. EACH PARTY CONSENTS TO THE EXCLUSIVE JURISDICTION AND VENUE OF EACH SUCH COURT IN ANY SUCH SUIT AND WAIVES ANY OBJECTION THAT IT MAY HAVE TO JURISDICTION OR VENUE OF ANY SUCH SUIT. EACH PARTY CONSENTS TO SERVICE OF PROCESS IN ACCORDANCE WITH THE NOTICE PROVISIONS OF THIS AGREEMENT. EACH PARTY HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY SUIT, ACTION OR OTHER LEGAL PROCEEDING BROUGHT BY EITHER PARTY.

39. **Right to Terminate.** Notwithstanding anything contained herein to the contrary, Company may, in its sole discretion, terminate this Agreement, with or without cause and without any liability whatsoever, upon thirty (30) days notice to Subscriber. In the event such termination is without cause, Company shall, upon the written request of Subscriber, refund any unearned service charges. If the termination is for a monetary default, Subscriber understands and agrees that Company shall not release any data related to the System or any Services unless and until all amounts owed are paid in full.

40. **Company as Agent.** Subscriber hereby appoints Company as Subscriber's exclusive agent for the term of this Agreement with the authority to act on Subscriber's behalf for all purposes under this Agreement including, without limitation, communicating with any monitoring facility related to the System and Services.

41. **Internet Services.** Company hereby grants to Subscriber a non-exclusive, non-transferable license to use the Company's portal via the internet to access, input, delete and modify Information through the internet. Except for Subscriber's (a) failure to keep confidential all Information, passwords, etc., (b) use of the license or the Information in any manner that negatively affects Company, (c) use of the license or the Information for any illegal purpose, or (d) violation of any applicable law, this license shall continue and be coextensive with the term of this Agreement. Subscriber shall be solely and absolutely responsible for the Information which it inputs, deletes or modifies. Subscriber agrees that upon termination of this Agreement or termination or suspension of the license by Company, Company may immediately, and without notice, disable Subscriber's access to the portal via the internet and cancel all passwords or other access codes.

42. **Cross-Default.** In the event Company and Subscriber are parties to any other agreement, Subscriber acknowledges and agrees that a default by Subscriber under this Agreement or any other agreement between the parties shall be deemed to be a default by Subscriber under all such agreements between the parties permitting Company to exercise any or all of its rights under any or all of such agreements in the sole and absolute discretion of Company.

43. **Email Notice.** In the event Subscriber elects to receive automatic email notice of certain System events, e.g., the arming or disarming of the System, Subscriber acknowledges, understands and agrees that (I) any such notice is conditioned on (a) receipt of the data at Company's central station, (b) the proper operation of communication equipment, services, systems and networks including, without limitation, the internet, and (c) any failure, malfunction or delay in processing or transmitting the data by Company's equipment or software, and (II) Company is hereby released from any liability arising out of or from, resulting from or in connection with the failure, malfunction or delay of any such notice for any reason, including Company's or Representative's sole, joint or several negligence of any kind or degree.

44. **Electronic Media.** Subscriber authorizes Company to scan, image or otherwise convert this Agreement and any ancillary documents into an electronic format of any nature and to destroy all such written documents. Subscriber agrees that a copy of this Agreement or other ancillary document produced from such electronic format is legally equivalent to the original for any and all purposes, including litigation or arbitration.

45. **Execution in Counterparts and by Facsimile or Electronically.** This Agreement may be executed in any number of counterparts, any one of which need not contain the signature of more than one party, but all of which shall together constitute one and the same instrument. The parties agree that this Agreement and the signatures affixed hereto may be transmitted and delivered by facsimile or electronically and that all such signatures and this Agreement transmitted or delivered by facsimile or electronically shall be deemed to be originals for all purposes and given the same legal force and effect as the original Agreement and original signatures, including litigation and arbitration.

46. **Authorization.** Company and Subscriber each represent and warrant to the other party that (i) the execution, delivery and performance of this Agreement have been duly authorized by all necessary entity action, and (ii) this Agreement constitutes a valid and binding obligation as to it, enforceable against it in accordance with its terms.

47. **Consent to Call Subscriber and Call List.** Subscriber, for him/her/it self and as the authorized agent of Subscriber's employees and each person on the Call List from time-to-time, consents to Company (i) calling each such person's cell phone or other mobile device; (ii) using automatic dialers; and (iii) using a technology known as "robocalling" (unless such person notifies Company that he/she opts out of this clause (iii)).

Initials: \_\_\_\_\_

48. **Applications.** If Subscriber has subscribed to an application (an "App"), Subscriber understands and agrees that (i) the App was developed by a third-party App developer, not Company; (ii) as a condition of downloading and using the App



Subscriber must first agree to and continue to comply with the terms of an end-user license agreement ("EULA"); (iii) the EULA is between Subscriber and the App developer only; (iv) the App developer, not Company, is solely responsible for the App; (v) Company disclaims any and all warranties in connection with the App and shall not be liable for any damage, loss, cost or expense incurred by Subscriber and related to the App or Subscriber's use of the App; and (vi) as between Subscriber and Company, Company is a third-party beneficiary of the EULA.

49. **Statutory Notices.**

**NO WARRANTIES.** THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OR REVERSE HEREOF, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Initials: \_\_\_\_\_



Customer: City of Bellevue

Site: 3100 SP Benson Drive  
Bellevue, NE, 68005

Contact: Mayor Rusty Hike | 402-293-3000 | rusty.hike@bellevue.net



Proposal #: 80787-2-0  
Dated: 10/14/2025

## Fire Training Camera Upgrade Pricing

### Scope of Work

SEi to upgrade the existing exterior cameras from Arecont cameras to Axis cameras.

The north and south side Arecont 180 degree cameras will be upgraded to AXIS 180 degree cameras.

Each corner of the facility has an existing dome camera that will be upgraded to a corner mounted MultiView. Corner mounted MultiViews will be installed on the NE, NW, SE and SW corners.

The existing Salient camera license will be migrated to the new cameras.  
Any existing camera that is not upgraded will be removed from the VMS.

- **The proposal excludes potential price increases due to government-imposed tariffs. Any such increases will be the customer's responsibility until SEi receives a 50% deposit. Once the deposit is received, SEi will secure equipment at the current pricing.**

### Standard Qualifications:

- All work shall be done during normal working hours
- All ceiling, floor and walls are assumed to be accessible for cable and device installation
- Customer to provide Ethernet network including: equipment, network drops, connectivity, and IP addresses as required.
- Any existing wire and/or equipment to be reused that does not meet standards will be replaced at an additional charge
- SEi will provide programming of the system
- SEi is not responsible for drywall or painting work necessary for installation.
- SEi is not responsible for patching or covering holes left behind by removing, relocating, or replacing existing equipment.
- No integration to any other system is included in this proposal
- SEi has excluded sales tax in the proposal given.
- A 50% down payment will be required by SEi prior to our ordering equipment.
- Customer needs to be able to provide log in credentials and IPs for the existing recording device(s), and all existing IP cameras to be taken over by SEi.



**Customer:** City of Bellevue  
**Site:** 3100 SP Benson Drive  
 Bellevue, NE, 68005  
**Contact:** Mayor Rusty Hike | 402-293-3000 | rusty.hike@bellevue.net



**Proposal #: 80787-2-0**  
**Dated: 10/14/2025**

## Schedule of Protection

### Exterior 180

QTY	Description
2	Outdoor 7MP Dome IP Camera, 180 Degree

### Exterior MultiView Upgrade

QTY	Description
5	4x5MP Multidirectional Panoramic Camera with AI
5	Pendant Kit, White
5	Wall Mount
5	Corner Bracket
20	1/2" Outdoor Liquidtight Conduit

## Investment Summary

Deposit Due in Advance	<b>\$13,943.00</b>
Balance Due Upon Completion	<b>\$13,943.00</b>
<b>Total Proposal Amount</b>	<b>\$27,886.00</b>

*Note: The above price does not include tax*

- \* This proposal for the above described protection is valid for 30 days.
- \* This proposal for the above described protection does not include tax and is covered by a one (1) year parts, labor and service guarantee

## Commercial Installation and Service Agreement

THIS AGREEMENT is made October 14, 2025, by and between SECURITY EQUIPMENT, INC and its directors, officers, shareholders, employees and agents, (collectively "Company") and City of Bellevue ("Subscriber"). Location of Customer's premises 3100 SP Benson Drive, Bellevue, NE 68005.

Subject to the terms and conditions hereinafter set forth, Company agrees to sell, (except for any and all radio equipment), and provide ( ) of the equipment specified on "Schedule of Protection / Scope of Work" (all service offerings selected are collectively, "Services"), which is incorporated herein by reference.

### Note:

Subscriber acknowledges and agrees that (i) additional equipment, at additional cost, can provide increased detection ability, (ii) Subscriber has voluntarily elected to accept the System based on Subscriber's business reasons, e.g., cost, firm culture, Premises environment and conditions, insurance requirements, etc., (iii) a second telephone line at the Premises may be necessary to use the telephone while the System is transmitting data to the monitoring facility, (iv) if the System includes radio equipment or the System is owned by the Company, Subscriber shall permit Company to remove the radio equipment or the System within three (3) business days after the termination of services to the radio or the System and Subscriber agrees to pay Company on a time basis at Company's then prevailing charges for such removal or, at Company's sole election, Subscriber shall, at its sole cost, within three (3) business days after the termination of services to the radio or System, remove and return the radio equipment or the System complete, undamaged (ordinary wear and tear excepted), and in good working order to the Company at the Company's home office, (v) Subscriber shall notify Company of all ordinances or local policies of the police, sheriff, fire, medical, ambulance, guard, patrol and response services, and other governmental, private or volunteer departments and organizations (collectively, "First Responders") that may affect Company's performance of services to Subscriber, (vi) the local municipality where the Premises is located may require a license, permit or fee for the installation, use or monitoring of the System which is the sole responsibility of Subscriber to determine and comply with, and (vii) devices, Systems, networks, data and other communications transmitted through radio signals (wireless devices) or the internet are susceptible to being accessed by others, e.g., hackers, and Subscriber hereby releases Company for and from all damages, losses, costs and liabilities arising out of or from, in connection with or related to any third party's access of any such device, System, network, data or other communication related to this Agreement.

### Installation Charges:

Subscriber agrees to pay Company the sum of \$27,886.00, plus tax, if applicable, for the sale and installation of the System as follows: A 50% deposit prior to ordering equipment. The remaining balance is due in full at time of substantial completion. Installation jobs over \$25,000 are subject to additional progress billing frequencies at Company discretion. Upon substantial completion of installation by  electronic funds transfer ("EFT")  cash, check or money order  credit card. If EFT is checked, you authorize periodic debits to your bank account as stated above.

### Recurring Charges:

Subscriber agrees to pay Company the sum of \$0.00, plus tax, if applicable, per month for the lease of the System (if checked above), and Services, prepaid for a period of five (5) years. This Agreement shall automatically, without action by either party, renew under the same terms and conditions for successive periods equal to the initial period unless either party gives to the other at least thirty (30) days written notice, prior to expiration date, of intention to terminate this Agreement upon its original or any renewed expiration date or, in the event this renewal provision is not effective for any reason whatsoever, this Agreement shall automatically renew from month to month unless either party gives to the other at least thirty (30) days written notice of intention to terminate at the expiration of any such term. Time is of the essence with regard to this paragraph.

**NOTICE TO CUSTOMER: CUSTOMER SPECIFICALLY ACKNOWLEDGES AND ACCEPTS THE DISCLAIMER/LIMITATION OF LIABILITY AND INDEMNITY PARAGRAPHS HEREOF. TERMS AND CONDITIONS ARE AN INTEGRAL PART OF THIS AGREEMENT. CUSTOMER ACKNOWLEDGES RECEIPT OF A COPY OF CONTRACT. READ ALL PAGES BEFORE SIGNING.**

### Electronic Signatures:

The person signing this Agreement certifies that Customer's policies do not prohibit the acceptance and execution of terms and conditions in electronic form. In addition, each party consents to and agrees that the use of a keyboard, mouse, or other device (1) to select an item, button, icon or checkbox or (2) to enter text, or (3) to perform any similar act or action while using SEi's web-based portal(s) for the purpose of initiating, reviewing, modifying or completing any transaction regarding this Agreement constitutes a lawful and valid signature, acceptance, and agreement, and shall be treated the same as if such were actually made using a physical, written signature. The parties further agree that no certification authority, or other third-party verification is necessary to validate their respective electronic signature. The parties additionally agree that this Agreement is accepted and agreed to when an electronic signature for each party has been affixed to this Agreement.

**Customer consents to receive SEi invoices and statements by Electronic Delivery.**



**IN WITNESS WHEREOF, and intending to be legally bound, the parties have executed or caused this Agreement to be executed on the signing date unless otherwise agreed to in writing. Further, if the Customer is a corporation, the individual signing this Agreement on behalf of the Customer shall be personally liable as a surety for the financial obligation of the Customer.**

**SEi**

Submitted By: Robb Walker  
Approved By: \_\_\_\_\_  
Date: \_\_\_\_\_

**City of Bellevue**

Signature: \_\_\_\_\_  
Date: \_\_\_\_\_  
Print Name: Mayor Rusty Hike  
Title: \_\_\_\_\_  
Email: rusty.hike@bellevue.net



**Terms & Conditions**

1. **DISCLAIMER/LIMITATION OF LIABILITY.** SUBSCRIBER UNDERSTANDS AND AGREES AS FOLLOWS: (I) NEITHER COMPANY NOR ITS DIRECTORS, OFFICERS, SHAREHOLDERS, PARTNERS OR EMPLOYEES (COLLECTIVELY, "REPRESENTATIVES") IS AN INSURER; (II) IT IS THE SPECIFIC INTENT OF THE PARTIES THAT (A) INSURANCE COVERING ALL LOSS, DAMAGE AND EXPENSE ARISING OUT OF OR FROM, IN CONNECTION WITH, RELATED TO, AS A CONSEQUENCE OF OR RESULTING FROM THIS AGREEMENT, SHALL BE OBTAINED AND CONTINUOUSLY MAINTAINED BY THE SUBSCRIBER, (B) RECOVERY FOR ALL SUCH LOSS, DAMAGE AND EXPENSE SHALL BE LIMITED TO ANY SUCH INSURANCE COVERAGE ONLY, AND (C) COMPANY AND REPRESENTATIVES ARE RELEASED FROM ANY AND ALL LIABILITY FOR ALL SUCH LOSS, DAMAGE AND EXPENSE; (III) COMPANY AND REPRESENTATIVES, EXCEPT AS SET FORTH HEREIN, MAKE NO GUARANTEE, REPRESENTATION OR WARRANTY INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE; (IV) COMPANY AND REPRESENTATIVES ARE RELEASED FOR ALL LOSS, DAMAGE OR EXPENSE WHICH MAY OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH, OR SUBSEQUENT TO THE EXECUTION OF THIS AGREEMENT DUE TO THE IMPROPER OPERATION OR NON-OPERATION OF THE SYSTEM (INCLUDING, WITHOUT LIMITATION OR EXAMPLE, THE COMMUNICATIONS EQUIPMENT OR SERVICES NECESSARY TO TRANSMIT TO OR RECEIVE ANY VOICE, VIDEO OR DATA AT THE MONITORING FACILITY); AND (V) SHOULD THERE ARISE ANY LIABILITY ON THE PART OF COMPANY OR REPRESENTATIVES FOR ECONOMIC LOSSES, PERSONAL INJURY, INCLUDING DEATH, OR PROPERTY DAMAGE (REAL OR PERSONAL) WHICH IS IN CONNECTION WITH, ARISES OUT OF OR FROM, RESULTS FROM, IS RELATED TO OR IS A CONSEQUENCE OF THE ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE OF COMPANY OR REPRESENTATIVES INCLUDING, WITHOUT LIMITATION, ACTS, ERRORS OR OMISSIONS WHICH OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH OR SUBSEQUENT TO THE EXECUTION OF THIS AGREEMENT, OR BREACH OF THIS AGREEMENT, OR ANY CLAIM BROUGHT IN PRODUCT OR STRICT LIABILITY, OR ANY CLAIM RELATED TO LOSS, THEFT OR UNAUTHORIZED USE OF ANY CONFIDENTIAL INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION OR PERSONAL HEALTH INFORMATION (AS DEFINED IN ANY PRIVACY LAW), OR ANY CLAIM FOR SUBROGATION, CONTRIBUTION OR INDEMNIFICATION, OR ANY CLAIM UNDER ANY OTHER THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT OR EQUITY, INCLUDING, WITHOUT LIMITATION, ANY GENERAL, DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, STATUTORY OR CONSEQUENTIAL DAMAGES, IRRESPECTIVE OF CAUSE, SUCH LIABILITY SHALL BE LIMITED TO THE MAXIMUM SUM OF \$1,000.00 COLLECTIVELY FOR COMPANY AND REPRESENTATIVES, AND THIS LIABILITY SHALL BE EXCLUSIVE.

IN THE EVENT THAT THE SUBSCRIBER WISHES TO INCREASE THE MAXIMUM AMOUNT OF SUCH LIMITED LIABILITY, SUBSCRIBER MAY, PRIOR TO AN OCCURRENCE RESULTING IN ECONOMIC LOSS, PERSONAL INJURY, INCLUDING DEATH, OR PROPERTY DAMAGE (REAL OR PERSONAL), AS A MATTER OF RIGHT, OBTAIN A HIGHER LIMIT PROSPECTIVELY BY PAYING AN ADDITIONAL AMOUNT FOR THE INCREASE IN SUCH LIMIT OF LIABILITY, BUT THIS PAYMENT SHALL IN NO WAY BE INTERPRETED TO HOLD COMPANY OR REPRESENTATIVES AS AN INSURER.

2. **Increase in Charges.** Company shall have the right to increase periodic charges at any time or times after the expiration of one (1) year from the date of this Agreement by an amount equal to the percentage increase in the Consumer Price Index for the USA (all goods and services) from the date of this Agreement or the date of the last increase in periodic charges, whichever is later, upon giving Subscriber written notice thirty (30) days in advance of the effective date of such change.

3. **Transmission of Data, Video or Voice.** Subscriber acknowledges and agrees that the System is a non-supervised reporting device. If the transmission medium for delivery of data ("Signals"), video images or voice or other audio communications from your System to the monitoring facility is incompatible with the System or is inoperative, circumvented, compromised or interrupted by natural or human causes including, without limitation, the cutting of the telephone line, radio transmission interference, power line surges or outages, internet or broadband problems and internet or broadband provider problems, there is no indication of this fact at the monitoring facility. Further, Subscriber understands that (i) a video system enables Company to record, store and review images of the Premises and the area outside of the Premises, (ii) video with audio capability enables Company to record, store and review oral communications from in and outside of the Premises, and (iii) a two-way voice system enables Company to "listen-in" to the Premises and to record, store and review such oral communications. Subscriber authorizes and consents to Company viewing the Premises and the area outside of the Premises and "listening-in" to the Premises and releases Company and Representatives for all claims, losses, damages, costs and expenses due to Company viewing the Premises and the area outside of the Premises and listening-in to the Premises.

4. **Release of Insured Losses.** Subscriber hereby releases Company and Representatives for all losses, damages and expenses (i) covered by Subscriber's insurance policies, (ii) policy deductibles, co-pay percentage, or retained limits, (iii) in excess of amounts paid by Subscriber's insurance, and (iv) due to under insurance.

5. **Waiver of Subrogation.** As an inducement to Company to enter into this Agreement, Subscriber represents, warrants and covenants that Subscriber's insurance companies shall not have (a) any rights created by a loan agreement, loan receipt, or other like document or procedure, or (b) any right of subrogation, indemnification or contribution against Company or Representatives

Initials: \_\_\_\_\_



6. **INDEMNIFICATION.** IF ANYONE OTHER THAN SUBSCRIBER, INCLUDING, WITHOUT LIMITATION, SUBSCRIBER'S INSURANCE COMPANY, ASKS COMPANY OR REPRESENTATIVES TO PAY FOR ANY LOSS, DAMAGE OR EXPENSE (INCLUDING, WITHOUT LIMITATION, ECONOMIC LOSSES, PROPERTY DAMAGE, PERSONAL INJURY OR DEATH) DUE TO (I) BREACH OF CONTRACT OR WARRANTY, EXPRESS OR IMPLIED, (II) ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE BY COMPANY OR REPRESENTATIVES, (III) FAILURE OR MALFUNCTION OF THE SYSTEM TRANSMISSION MEDIUM OR THE MONITORING FACILITY/FACILITIES, (IV) RECORDING OF COMMUNICATIONS OR VIDEO SURVEILLANCE/RECORDING, (V) PRODUCT OR STRICT LIABILITY, (VI) A CLAIM RELATED TO LOSS, THEFT OR UNAUTHORIZED USE OF ANY CONFIDENTIAL INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION OR PERSONAL HEALTH INFORMATION (AS DEFINED IN ANY PRIVACY LAW), (VII) A CLAIM FOR SUBROGATION, INDEMNIFICATION OR CONTRIBUTION, OR (VIII) A CLAIM UNDER ANY OTHER LEGAL THEORY, SUBSCRIBER AGREES TO PAY (WITHOUT ANY CONDITION THAT COMPANY OR REPRESENTATIVES FIRST PAY) FOR ALL LOSSES, DAMAGES, COSTS AND EXPENSES INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, WHICH MAY BE ASSERTED AGAINST OR INCURRED BY COMPANY OR REPRESENTATIVES.

7. **Installation; Service; Delays.** Subscriber acknowledges and agrees that Company and Representatives have no knowledge of existing hidden pipes, wires or other like objects within walls, floors, ceilings and other concealed spaces, and it is Subscriber's obligation to advise Company of such hidden objects, failing which Company and Representatives are released for any damages, losses or expenses arising out of or from, in connection with, as a result of, related to or as a consequence of such hidden objects. Company and Representatives make no representation of delivery and installation of equipment or commencement of Services by any particular date. Any cost or expense incurred as a result of any such delay including, without limitation, any guard services required, shall be borne by and the sole responsibility of Subscriber.

8. **Title; Suspension of Service; Shut-Down; Lock-Out.** If equipment is leased by or loaned to Subscriber, title to any such equipment shall at all times hereafter remain in Company. Subscriber understands and agrees that Company may, in its sole and absolute discretion, electronically lock out the access control panel or alarm communicator (collectively, the "Panel") in order to limit access to the Panel to Company only. Should Subscriber default hereunder, or upon expiration or termination of this Agreement for any reason, or if the System excessively sends video images or data to Company's monitoring facility as a result of any cause other than Company's sole negligence, Subscriber unconditionally and irrevocably authorizes Company concurrently or consecutively to: (i) suspend service, (ii) ignore all video images and Signals received from the Systems, (iii) terminate this Agreement, (iv) shut down the Panel and/or the System, (v) render some or all of the equipment incapable of sending a signal locally or communicating with any monitoring facility, and refuse to unlock the Panel, and (vi) provide repair service to the System. In the event that Company notifies Subscriber by telephone, electronically or otherwise of Company's decision to service such System and Subscriber fails to (a) immediately authorize Company to provide repair services, and (b) provide reasonable unrestricted access to the Premises and the System within four (4) hours after such notice, Subscriber agrees to pay to Company its then prevailing charges for each data transmission or video image from or to such System. The exercise of such rights shall not be deemed a waiver of Company's right to damages, and Company shall have the right to enforce all other legal or equitable remedies and rights.

9. **Subscriber's Duties and Responsibilities.** It is the Subscriber's sole responsibility to (a) confirm that the communications equipment, technology and services which are not supplied by Company are compatible with the System and any monitoring facility, especially when there are changes to (i) such communications equipment, technology or services, or (ii) any telecommunications, radio, internet, satellite or other service or provider); and (b) test the System periodically (not less than monthly) and whenever changes are made to the communication path between the System and the monitoring facility, communications equipment, technology or services for the System. Subscriber understands, acknowledges and agrees that not all communications equipment, technology or services used to transmit Signals, video images and voice or other audio communication between the System and any monitoring facility are or will continue to be available from every telephone, radio, internet, satellite or other service provider (collectively, "Provider"). In the event of any discontinuance, suspension, termination, modification or change (collectively, a "Change") or any contemplated Change as reasonably determined by Company in connection with any communications equipment, technology, software, service or Provider, and there is a commercially reasonable alternative available in order to continue services under this Agreement, Subscriber hereby authorizes Company to provide Subscriber with such alternative in Company's sole and absolute discretion. Subscriber shall be solely responsible to pay (or shall promptly reimburse Company) for (a) all costs of any Provider as well as charges by the Company to modify, substitute or replace any communications equipment, technology, software, service or Provider (at Company's then prevailing rates on a time and material basis), and (b) any increase in monthly charges under this Agreement for lease, service, monitoring, etc. in connection with, arising out of or from, as a result of or related to any Change to or modification, substitution or replacement of the communications equipment, technology, service or Provider. Any claimed inadequacy or failure of the System, the communications equipment, technology, service or Provider must be immediately reported to Company or the Provider, as appropriate, for correction or repair service. When required, Subscriber shall be solely responsible for the connection of the System or any portion thereof to a fire alarm/life safety system.

10. **False Alarms.** In the event the System is activated for any reason whatsoever, the Subscriber shall (a) pay without recourse, or (b) reimburse Company for any fines, fees, costs, expenses and penalties assessed against Subscriber or Company by any court or governmental agency.

Initials: \_\_\_\_\_



11. **Default of Subscriber.** In the event of any default by Subscriber, without limiting the rights of Company under this Agreement or at law or equity, Company shall be entitled to retain all prepayments received and Subscriber shall immediately pay to Company (a) all payments then due and payable, (b) all charges for labor, material and equipment incurred by Company due to such default based on a time and material basis at Company's then prevailing charges, and (c) fifty percent (50%) of all payments which would be due hereunder for the unexpired term as liquidated damages and not as a penalty; and Company shall have no further obligation to perform under this Agreement. In addition, if any suit or alternative dispute resolution proceeding is instituted and Company is the substantially prevailing party by judgment, award, finding or settlement, Subscriber shall pay directly or reimburse Company for all of its costs and expenses including, without limitation or example, consultants' and professionals' fees and costs including, without limitation or example, reasonable attorneys' fees and costs.

12. **Binding Agreement; Applicable Law.** This Agreement becomes binding upon Company only (a) when signed by an authorized representative of Company, who must be a corporate officer if (i) there are any additions to the Agreement, or (ii) any of the printed terms and conditions have been altered, deleted or substituted by other wording, or (b) upon commencement of services. This Agreement is binding on the heirs, executors, administrators, successors and permitted assigns of the parties, and shall be governed by and construed according to the laws of Company's principal place of business without reference to its conflicts of law rules. The interpretation of this Agreement shall not be construed against the drafter.

13. **Assignability of Agreement.** This Agreement is not assignable by Subscriber except upon the written consent of Company, which shall be in Company's sole and absolute discretion. This Agreement or any portion thereof is assignable by Company in its sole and absolute discretion.

14. **Finance and Late Charges.** A finance charge of one and one-third (1-1/3%) percent per month (sixteen (16%) percent per year) will apply to all obligations not paid pursuant to the terms contained herein. Subscriber shall also pay to Company an administrative fee (late charge) of five (5%) percent of any payment due hereunder received by Company after the date on which such payment is due as liquidated damages and not as a penalty.

15. **No Waiver of Breach.** There shall be no waiver by Company of any breach of this Agreement unless specifically waived in writing by Company. If Company shall waive any breach by Subscriber, it shall not be construed as a waiver of any subsequent breach. Company's rights hereunder shall be cumulative, and any rights hereunder may be exercised concurrently or consecutively and shall include all remedies available even though not expressly referred to herein.

16. **Monitoring Service.** Monitoring service consists solely of monitoring service personnel ("Operator") communicating electronically with First Responders or calling by telephone the telephone numbers supplied by Subscriber in writing for First Responders and persons identified by Subscriber as Subscriber's emergency contacts (the "Call List") within a reasonable period of time under the circumstances at the monitoring facility and the priority of the Signals which are identified in writing (hereinafter "Listed Codes") or video images which, in the Operator's sole and absolute discretion, clearly and conspicuously reveal the necessity for monitoring services appear on the Operator's computer screen at the monitoring facility or when voice communication requesting assistance is received by an Operator from Subscriber or from the Premises. No monitoring service shall be rendered for voice communication which does not request assistance or for video images which do not clearly and conspicuously reveal the necessity for monitoring service. In the event a Signal is received at the monitoring facility which is not a Listed Code, Subscriber agrees that Company's sole duty and obligation is for Company to log the Signal (the "Unlisted Code Policy").

If the Premises is located in a jurisdiction requiring a personal verified on-site response ("Verified Response") prior to dispatching a First Responder, it is Subscriber's sole responsibility to engage a service to provide such Verified Response. All fees, costs and expenses in connection with Verified Response shall be borne by Subscriber only. You understand and agree that First Responders may not be dispatched or respond to your Premises after notice to First Responders of receipt of a burglar alarm signal or fire alarm signal by Company unless there is independent confirmation of a burglary or fire at your Premises, e.g., an on-site witness' report that a point of entry exists or a fire exists.

Notwithstanding anything contained herein to the contrary, (a) upon receipt of a Listed Code or video images and prior to communicating electronically or by telephone to First Responders or the Call List, Company may, in its sole and absolute discretion and without any liability, attempt to telephone the Premises or attempt to contact Subscriber through telephone, electronic mail, text message or other similar means of communication at numbers or addresses provided by Subscriber in writing, as frequently as Company deems appropriate to verify the necessity to report the receipt of a Listed Code or video images to First Responders or the Call List, and (b) upon the receipt of an abort code or oral or electronic advice to disregard the receipt of a Listed Code or video images from any person at the Premises, Subscriber's representative or any of the personal contacts on the Call List, all of whom have Subscriber's authority and consent to direct Company to disregard receipt of a Listed Code, Company may, in its sole and absolute discretion and without any liability, refrain from contacting First Responders or the Call List or advise anyone previously notified of a Listed Code or video images of receipt of an abort code or oral or electronic advice to disregard the receipt of the Listed Code or video images.

Company's efforts to notify first responders or the Call List shall be satisfied by advice electronically or by telephone to any person answering the telephone at the telephone number(s) provided to Company in writing or by leaving a message with a telephone answering service or any mechanical, electrical, electronic or other technology permitting the recordation of voice or data communications.

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Subscriber acknowledges and agrees that (i) all software, hardware, firmware, codes, Signals, audio and voice communications, video images, information and documentation arising out of or from, in connection with, related to, as a consequence of or resulting from this Agreement or the Services (collectively, the "IP Property") are the sole and exclusive property of Company and Subscriber has no rights whatsoever in any of the IP Property, and (ii) Company shall have the right in its sole and absolute discretion to destroy, delete, erase, etc. (collectively, "Destruction") the IP Property at any time without notice to Subscriber; provided, that upon the written request of Subscriber, received prior to the Destruction of the IP Property, to retain any specific IP Property, Company shall use commercially reasonable efforts to store the specific IP Property as requested by Subscriber on the condition precedent that Subscriber pay all fees, costs and expenses related to any such request.

17. **Repair; Inspection; Maintenance; Takeover Systems.**

(a) If Subscriber has purchased repair services, repair services consist of providing all necessary labor, material, parts and equipment to service the System due to ordinary wear and tear only, excluding battery replacement, alarm screens, wiring, light bulbs, L.E.D.s, L.C.D.s, foil tape and obsolete, end of useful life or degraded material, parts or equipment pursuant to the terms hereof. All other service shall be paid by Subscriber on a time and material basis at Company's then prevailing charges.

(b) If Subscriber has purchased per call repair services, per call repair service consists of providing all necessary labor, material, parts and equipment to service the Subscriber's system, pursuant to the terms hereof, and Subscriber agrees to pay Company on a time and material basis at Company's then prevailing charges.

(c) If Subscriber has purchased inspection services, inspection service consists of providing all necessary labor and testing equipment to inspect only the visible equipment of the System, pursuant to the terms hereof, for the sole purpose of determining if said visible equipment is operative. Inspection service shall be performed on or about the anniversary date of this Agreement conditioned on Subscriber contacting Company to schedule an appointment for such service.

(d) If Subscriber has purchased maintenance services, maintenance services consists of providing all labor necessary to inspect the visible parts of the System annually on or about the anniversary date of this Agreement or as otherwise agreed in writing, conditioned on Subscriber contacting Company to schedule an appointment for such service, and to provide all necessary labor, material, parts and equipment to service the System at that time due to ordinary wear and tear only, excluding obsolete, end of useful life or degraded material, parts or equipment pursuant to the terms hereof. All other service shall be paid by Subscriber on a time and material basis at Company's then prevailing charges.

(e) If the System is leased, upon receipt of notice from Subscriber of the necessity to service the System, Company agrees, pursuant to the terms hereof, to provide all labor, material, parts and equipment to service the System due to ordinary wear and tear only, excluding obsolete, end of useful life or degraded material, parts or equipment. All other service shall be paid by Subscriber on a time and material basis at Company's then prevailing charges.

(f) Company makes no representation, promise, warranty or guarantee that there will be no interruptions of service or delay in performing service. Company's sole obligation after receiving a service request is to dispatch a service employee to the Premises within a reasonable time after a service employee becomes available, during normal business hours excluding Saturdays, Sundays and holidays, after receipt of Subscriber's request to do so.

(g) It is understood and agreed by the parties that all service to the System shall be performed by Company only, but Subscriber agrees that Company's duty to service the System is subject to the availability of the original part or equipment from the original manufacturer, and to the terms of this Agreement and conditioned upon Subscriber notifying Company of the necessity for such service. Subscriber agrees to pay Company's minimum service call charge in the event Subscriber does not provide unrestricted access when Company attempts to provide service at the Premises.

(h) Subscriber agrees that all repair, replacement, programming, reprogramming or modification to the System shall be performed by Company only. Unless this Agreement provides otherwise, all such service shall be paid by Subscriber on a time and material basis at Company's then prevailing charges.

(i) If the System is a takeover, in whole or in part, Company reserves the right, in its sole and absolute discretion, to terminate this Agreement at any time by ten (10) days written notice to you in the event Company determines, in its sole and absolute discretion, that the System is not in good operating condition or in good working order, that the System will not operate properly with the Services, that there have been excessive activations of the System, that the System has been abused or that the number of problems or cost of service has been or may become excessive and, upon termination by Company, Subscriber shall be entitled to reimbursement of the unearned charge paid for the then current period on request of Subscriber and this shall be the limit of Company's liability.

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18. **Inspection Services**

(a) Service for a fire alarm system consists of providing all necessary labor and testing equipment to visually observe and test the (i) detection devices of the System to determine whether each detection device generates a communication to the control unit(s) of the System; (ii) control unit(s) to determine whether each control unit generates a communication to the appropriate receiving unit(s) or appliance(s); and (iii) manually activated devices of the System, all in substantial compliance in all material respects with applicable law.

(b) Company makes no representation, promise, warranty or guarantee that there will be no interruptions of Service or delay in performing Service. All Service shall be performed at a mutually agreeable date and time, during Company's normal business hours excluding Saturdays, Sundays and holidays.

(c) It is understood and agreed by Subscriber that all Service to the System shall be performed by Company only. Subscriber agrees to pay Company's minimum service call charge in the event Subscriber does not provide unrestricted access when Company attempts to provide Service at the Premises.

(d) It is understood and agreed by Subscriber that in the event Company identifies a defect or problem with the System or any test or inspection, Company's sole duty is to advise Subscriber's representative of the defect or problem. Under no circumstances shall Company have any duty or obligation to repair, replace, correct or notify any other person of any such defect or problem.

19. **Video Systems.** If the System records and/or transmits video images and/or audio, electronic or the other forms of communication, Subscriber represents, warrants, covenants and agrees that it shall at all times (i) provide and maintain adequate power and sufficient lighting for all cameras audio devices, or other video-related equipment as recommended by the manufacturer; (ii) inform all persons who enter the Premises that their image and/or communications may be recorded and/or transmitted to others by video and/or audio equipment located on the Premises; (iii) comply with all privacy rights and laws and not use or permit the use of video and/or audio equipment where or in circumstances any person may have a reasonable expectation of privacy; (iv) use broadband connectivity exclusively to transmit video images and audio from any video system; (v) use the video and/or audio system for security surveillance and/or management services only; (vi) not use the video and/or audio system for any criminal, illegal, or otherwise unlawful activity; and (vii) obtain and keep in effect all permits or licenses required for the installation and operation of the video and/or audio system.

Subscriber understands and agrees that (i) a video and/or audio system enables Subscriber and/or Company to record, store and review images and/or communications of people in the Premises and outside of the Premises, and Subscriber hereby agrees, authorizes and consents to Company recording, storing and reviewing video images and communications recorded and/or transmitted from the video and/or audio system at the Premises; (ii) video system services are limited to the area of the Premises covered by the video system images and such coverage and/or images may be adversely affected by the camera angle, glare, lighting, contrast, etc., any of which may result in less than adequate images for the Operator to ascertain the necessity for video system services; (iii) Company is not liable for any delay or failure of notification due to in whole or in part to (a) any Force Majeure event including, without limitation or example, cellular provider transmission or network malfunctions, including overload of the cellular network, or (b) invalid email, text or other electronic addresses; and (iv) any and all third-party claims related to the video and/or audio system asserted against Company shall be deemed to be subject to paragraph number 1 of the Agreement.

20. **Remote Programming Services.** Subscriber hereby authorizes and consents to Company inputting, modifying, deleting and using electronic data concerning operation of the System through electronic communication between the System and Company's office or monitoring facility.

21. **Suspension of Service.** Subscriber agrees that Company's obligations hereunder are waived automatically without notice and Subscriber releases Company for all loss, damage and expense in the event of (i) a default or breach of this Agreement by Subscriber, (ii) the monitoring facility, transmission medium between the System and the monitoring facility, or the System is destroyed, damaged, inoperable or malfunctions for any reason whatsoever, or (iii) delays or interruption of Service(s) due in whole or in part, directly or indirectly, to riots, strikes, lockouts, other labor disputes, civil unrest, terrorism, war (declared or undclared), weather, natural phenomenon, acts of God, casualty, governmental orders, laws, rules or regulations, transportation, environmental conditions or any other reason beyond the reasonable control of Company ("Force Majeure"), for the duration of such interruption of service, and Subscriber shall be entitled to reimbursement of the unearned charge paid for the period of interruption on request of Subscriber and this shall be the limit of Company's liability. During any interruption of Services for any reason including, without limitation, Force Majeure, the Company has no duty, obligation or liability to supply Subscriber with alternative or substitute services.

22. **Duties of Parties When Equipment Required By Third Parties.** Notwithstanding anything contained herein to the contrary, upon receipt of written notice from Subscriber, Subscriber's insurance company or other authority having jurisdiction, Company agrees to furnish and install all material and equipment required and Subscriber shall pay Company for all such costs on a time and material basis at Company's then prevailing charges.

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23. **LIMITED WARRANTY (ONLY IF SYSTEM SOLD TO SUBSCRIBER).**

(A) COMPANY HEREBY WARRANTS TO SUBSCRIBER THAT ORIGINALLY PURCHASED THE SYSTEM ALONE ONLY THAT ALL OF THE MATERIAL IS INSTALLED IN A GOOD AND WORKMANLIKE MANNER. IN THE EVENT THAT ANY PART, EXCEPT FOR WIRING, BATTERIES AND OTHER CONSUMABLE PARTS SHALL BECOME DEFECTIVE WITHIN ONE (1) YEAR FROM THE DATE OF THE ORIGINAL INVOICE FOR THIS INSTALLATION, OR FOR A TERM EQUAL TO THAT PROVIDED BY THE ORIGINAL EQUIPMENT MANUFACTURER, WHICHEVER IS LESS. COMPANY SHALL, AT ITS SOLE ELECTION, REPLACE OR REPAIR THE DEFECTIVE PART WITHOUT CHARGE TO SUBSCRIBER. ANY REPLACEMENT PART SHALL REMAIN UNDER WARRANTY FOR THE REMAINDER OF THE ORIGINAL WARRANTY PERIOD. THIS WARRANTY IS NOT ASSIGNABLE.

(B) EXCEPT AS SET FORTH IN PARAGRAPH A, COMPANY AND REPRESENTATIVES MAKE NO EXPRESS WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE; ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED.

(C) THIS WARRANTY DOES NOT COVER ANY SOFTWARE, ON-SITE PROGRAMMING OR REPROGRAMMING OF THE SYSTEM, OR DAMAGE TO MATERIAL OR EQUIPMENT CAUSED BY ACCIDENT, VANDALISM, WAR, DECLARED OR UNDECLARED, CIVIL UNREST, TERRORISM OR OTHER VIOLENCE, SUBSCRIBER NEGLIGENCE, FLOOD, WATER, LIGHTNING, FIRE, INTRUSION, ABUSE, MISUSE, AN ACT OF GOD, STRIKE, LOCKOUT OR OTHER LABOR DISPUTE, ANY LAW, ORDER OR OTHER REQUIREMENT OF ANY GOVERNMENTAL AGENCY OR OTHER AUTHORITY, ANY CASUALTY, INCLUDING ELECTRICITY, ATTEMPTED UNAUTHORIZED REPAIR SERVICE, MODIFICATION OR IMPROPER INSTALLATION BY ANYONE OTHER THAN COMPANY, OR ANY OTHER CAUSE OTHER THAN ORDINARY WEAR AND TEAR. COMPANY SHALL NOT BE LIABLE FOR ANY GENERAL, DIRECT, SPECIAL, EXEMPLARY, PUNITIVE, STATUTORY, MULTIPLE, INCIDENTAL OR CONSEQUENTIAL DAMAGES. SUBSCRIBER ACKNOWLEDGES THAT ANY AFFIRMATION OF FACT OR PROMISE MADE BY COMPANY SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY, THAT COMPANY DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS THAT THE SYSTEM OR SERVICE SUPPLIED MAY NOT BE COMPROMISED, CIRCUMVENTED, OR THE SYSTEM OR SERVICES WILL IN ALL CASES PROVIDE THE SIGNALING, MONITORING AND RESPONSE FOR WHICH IT WAS INTENDED; THAT SUBSCRIBER IS NOT RELYING ON COMPANY'S SKILL OR JUDGMENT IN SELECTING OR FURNISHING A SYSTEM SUITABLE FOR ANY PARTICULAR PURPOSE; THAT THERE ARE NO EXPRESS WARRANTIES WHICH EXTEND BEYOND THOSE ON THE FACE OF THE AGREEMENT HEREOF, OR HEREIN, AND THAT ALL IMPLIED WARRANTIES, IF ANY, COINCIDE WITH THE DURATION OF THIS WARRANTY.

24. **Company Duty Concerning Property of Others.** Subscriber agrees that Company has no responsibility for the condition or operation of any equipment, device, or property of any sort of Subscriber, the communications provider or others ("Property"). If Company provides service to Property, Subscriber agrees that all relevant terms and conditions of this Agreement shall apply to all such service and Subscriber shall pay for such service on a time and material basis at Company's then prevailing charges.

25. **Contractual Limitation of Actions.** All claims, actions or proceedings, legal or equitable, against Company or Representatives must be commenced in court within one (1) year after the cause of action has accrued, without judicial extension of time, or said claim, action or proceeding is barred. Time is of the essence of this paragraph.

26. **Integrated Agreement; Valid Agreement; Modifications.** This instrument contains the entire Agreement between the parties hereto with respect to the transactions described herein and supersedes all previous and contemporaneous negotiations, commitments, contracts, express or implied, warranties, express or implied, statements and representations, whether written or oral, pertaining thereto, all of which shall be deemed merged into this Agreement. NEITHER PARTY HAS AUTHORITY TO MAKE OR CLAIM ANY REPRESENTATION, TERM, PROMISE, CONDITION, STATEMENT, WARRANTY, OR INDUCEMENT (COLLECTIVELY, "INDUCEMENT") WHICH IS NOT EXPRESSED HEREIN. EACH PARTY REPRESENTS THAT IT/HE/SHE IS NOT RELYING ON ANY INDUCEMENT IN SIGNING THIS AGREEMENT WHICH IS NOT EXPRESSED IN THIS AGREEMENT. Should any provision hereof (or portion thereof), or its application to any circumstances, be held illegal, invalid or unenforceable to any extent, the validity and enforceability of the remainder of the provision and this instrument, or of such provisions as applied to any other circumstances, shall not be affected thereby, and shall continue in full force and effect as valid, binding and subsisting; provided, however, in the event either the "Disclaimer/Limitation of Liability" or "Indemnification" sections or any portion of each is held by a court to be invalid or unenforceable, Company shall have the right to terminate this Agreement without any liability upon thirty (30) days prior written notice to Subscriber. If any provision or portion thereof is stricken, then such stricken provision or portion thereof shall be replaced, to the extent possible, with a legal, valid and enforceable provision that is as similar in tenor to the stricken provision or portion thereof as is legally possible. All changes or amendments to this Agreement must be in writing and signed by all parties to be binding on the parties.

27. **Additional Equipment or Service.** If, at any time after the date hereof, additional equipment or services are requested or authorized by Subscriber, all sales, leases, installation and services supplied by Company shall be subject to the terms of this Agreement only, except that additional charges shall be made for such additional sales, leases, installation or services.

Initials: \_\_\_\_\_

28. **Right to Subcontract.** Company may subcontract for the provision of services under this Agreement. Subscriber



acknowledges and agrees that the provisions of this Agreement inure to the benefit of and are applicable to any subcontractors engaged by Company to provide any service set forth herein to Subscriber, and bind Subscriber to said subcontractor(s) with the same force and effect as they bind Subscriber to Company. Any subcontractor and Company are each independent contractors (not partners or joint ventures).

29. **Consent to Intercept, Record, Disclose And Use Contents of Communications.** Subscriber, for itself and as the authorized agent of its owners, partners, members, officers, directors, invitees, guests, agents, representatives and employees (individually and collectively, "Any Person"), hereby consents to Company, in the ordinary course of its business, recording, reviewing, copying and using the contents of all telephone, video, oral, electronic, internet, broadband and other forms of transmission or communication to which Subscriber and/or Any Person and Company are parties.

30. **Consent to Communication to Others.** Subscriber hereby irrevocably authorizes and consents to Company communicating with U.L. (as necessary or appropriate) and Subscriber's insurance company and/or broker in connection with this Agreement and/or the relationship between Company and Subscriber arising out of or from or as a result of this Agreement; provided, that Company shall not be obligated or required to communicate with any other person or entity including, without limitation, U.L. and Subscriber's insurance company or broker, and all such communication shall be in Company's sole and absolute discretion; provide, further, that all such communications or failures to communicate shall not result in any liability of Company or Representatives. No third-party including, without limitation, U.L. and Subscriber's insurance company and broker are third-party beneficiaries of this section.

31. **Prior Agreements With Others.** Subscriber represents and warrants that (a) his/her/its cancellation or termination of any contract, or (b) execution of this Agreement does not breach and will not breach any contract with or obligation to any other person. Subscriber agrees to protect, defend, indemnify and hold harmless Company and Representatives from and against and pay (without any condition that Company or Representatives first pay) for all claims, demands, suits, liabilities, losses, damages, judgments, costs and expenses including, without limitation, attorneys' fees and court costs arising out of or from, in connection with, as a result of, related to or as a consequence of Subscriber's breach of this representation and warranty.

32. **Subscriber's Duty to Pay for Increased Costs.** Notwithstanding anything to the contrary contained herein, if (i) any pass-through cost increases, or (ii) any state or Federal statute or regulation, or (iii) any trade union jurisdictional dispute results in Company incurring any extra expense including, without limitation, paying higher compensation or wage rates to perform the installation and/or service, Subscriber hereby consents and authorizes Company to incur such increased or extra expense on behalf of and for the account of the Subscriber, and Subscriber shall pay Company for all such costs incurred by Company.

33. **Environmental Considerations.** Subscriber acknowledges and agrees that any duty or obligation of Company or Representatives under this Agreement, at law or in equity is subject to and conditioned upon, among other things, the Premises not containing or being affected in any manner whatsoever by any public or private nuisance, ultra hazardous or dangerous activity or any hazardous substance ("Environmental Considerations"), or the violation of any applicable local, state or federal statute, ordinance, rule, regulation, order or court order arising out of or from, in connection with, resulting from, related to or as a consequence of Environmental Considerations. In the event the Premises contain or are affected by Environmental Considerations, Company may elect, in its sole and absolute discretion and without any liability whatsoever, to (i) terminate this Agreement pursuant to the paragraph titled "Default of Subscriber", or (ii) affirm this Agreement. If Company affirms this Agreement, Subscriber shall (a) immediately remove all Environmental Considerations at Subscriber's sole cost and expense and (b) pay Company for all increased costs to perform this Agreement.

34. **U.L. Certified Systems.** In the event the System is U.L. certificated, Subscriber shall pay Company's prevailing initial and renewal certificate fees. In the event the System is activated without objective physical evidence of the necessity for the activation and Company dispatches an agent, Subscriber shall pay Company's prevailing charge for dispatch of such agent. U.L. certificated systems satisfy the requirements of U.L. for the stated class and grade as of the date of installation. In the future U.L. adopts new or different specifications for the certificate issued, Company agrees, upon receipt of written consent of Subscriber, to perform all services necessary to satisfy the new or different specifications of U.L. for the certificate issued, and Subscriber shall pay all costs thereof at Company's then prevailing charges.

35. **Paragraph Headings.** The paragraph titles used herein are for convenience of the parties only and shall not be considered in construing the provisions of this Agreement.

36. **Credit Investigation Report.** Subscriber authorizes and consents to credit investigations and reports by the Company and any other person or entity that provides financing to the Company or to whom this Agreement may be assigned.

37. **Right to Notice and Cure.** In the event of any breach of this Agreement by Company, Subscriber agrees to provide written notice to Company specifically identifying the nature of the breach and the provisions of this Agreement affected thereby, and to permit Company to cure the breach within five (5) business days after receipt of the written notice or, if the breach cannot be reasonably cured within said period, to promptly commence to cure and diligently proceed until cured. If Company cures any said breach as provided herein, this Agreement shall continue unabated and Company shall not be liable to Subscriber for any loss, damage or expense arising out of or from, resulting from, related to, in connection with or as a consequence of any said breach.

Initials: \_\_\_\_\_

38. **JURISDICTION, VENUE AND WAIVER OF JURY TRIAL.** EACH PARTY HEREBY IRREVOCABLY



AGREES THAT ANY SUIT, ACTION OR OTHER LEGAL PROCEEDING ("SUIT") ARISING OUT OF OR FROM, IN CONNECTION WITH OR AS A RESULT OF THIS AGREEMENT SHALL BE BROUGHT EXCLUSIVELY IN THE STATE COURTS OF RECORD OR THE COURTS OF THE UNITED STATES LOCATED IN THE DISTRICT OR COUNTY WHERE THE COMPANY'S PRINCIPAL PLACE OF BUSINESS IS LOCATED. EACH PARTY CONSENTS TO THE EXCLUSIVE JURISDICTION AND VENUE OF EACH SUCH COURT IN ANY SUCH SUIT AND WAIVES ANY OBJECTION THAT IT MAY HAVE TO JURISDICTION OR VENUE OF ANY SUCH SUIT. EACH PARTY CONSENTS TO SERVICE OF PROCESS IN ACCORDANCE WITH THE NOTICE PROVISIONS OF THIS AGREEMENT. EACH PARTY HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY SUIT, ACTION OR OTHER LEGAL PROCEEDING BROUGHT BY EITHER PARTY.

39. **Right to Terminate.** Notwithstanding anything contained herein to the contrary, Company may, in its sole discretion, terminate this Agreement, with or without cause and without any liability whatsoever, upon thirty (30) days notice to Subscriber. In the event such termination is without cause, Company shall, upon the written request of Subscriber, refund any unearned service charges. If the termination is for a monetary default, Subscriber understands and agrees that Company shall not release any data related to the System or any Services unless and until all amounts owed are paid in full.

40. **Company as Agent.** Subscriber hereby appoints Company as Subscriber's exclusive agent for the term of this Agreement with the authority to act on Subscriber's behalf for all purposes under this Agreement including, without limitation, communicating with any monitoring facility related to the System and Services.

41. **Internet Services.** Company hereby grants to Subscriber a non-exclusive, non-transferable license to use the Company's portal via the internet to access, input, delete and modify Information through the internet. Except for Subscriber's (a) failure to keep confidential all Information, passwords, etc., (b) use of the license or the Information in any manner that negatively affects Company, (c) use of the license or the Information for any illegal purpose, or (d) violation of any applicable law, this license shall continue and be coextensive with the term of this Agreement. Subscriber shall be solely and absolutely responsible for the Information which it inputs, deletes or modifies. Subscriber agrees that upon termination of this Agreement or termination or suspension of the license by Company, Company may immediately, and without notice, disable Subscriber's access to the portal via the internet and cancel all passwords or other access codes.

42. **Cross-Default.** In the event Company and Subscriber are parties to any other agreement, Subscriber acknowledges and agrees that a default by Subscriber under this Agreement or any other agreement between the parties shall be deemed to be a default by Subscriber under all such agreements between the parties permitting Company to exercise any or all of its rights under any or all of such agreements in the sole and absolute discretion of Company.

43. **Email Notice.** In the event Subscriber elects to receive automatic email notice of certain System events, e.g., the arming or disarming of the System, Subscriber acknowledges, understands and agrees that (I) any such notice is conditioned on (a) receipt of the data at Company's central station, (b) the proper operation of communication equipment, services, systems and networks including, without limitation, the internet, and (c) any failure, malfunction or delay in processing or transmitting the data by Company's equipment or software, and (II) Company is hereby released from any liability arising out of or from, resulting from or in connection with the failure, malfunction or delay of any such notice for any reason, including Company's or Representative's sole, joint or several negligence of any kind or degree.

44. **Electronic Media.** Subscriber authorizes Company to scan, image or otherwise convert this Agreement and any ancillary documents into an electronic format of any nature and to destroy all such written documents. Subscriber agrees that a copy of this Agreement or other ancillary document produced from such electronic format is legally equivalent to the original for any and all purposes, including litigation or arbitration.

45. **Execution in Counterparts and by Facsimile or Electronically.** This Agreement may be executed in any number of counterparts, any one of which need not contain the signature of more than one party, but all of which shall together constitute one and the same instrument. The parties agree that this Agreement and the signatures affixed hereto may be transmitted and delivered by facsimile or electronically and that all such signatures and this Agreement transmitted or delivered by facsimile or electronically shall be deemed to be originals for all purposes and given the same legal force and effect as the original Agreement and original signatures, including litigation and arbitration.

46. **Authorization.** Company and Subscriber each represent and warrant to the other party that (i) the execution, delivery and performance of this Agreement have been duly authorized by all necessary entity action, and (ii) this Agreement constitutes a valid and binding obligation as to it, enforceable against it in accordance with its terms.

47. **Consent to Call Subscriber and Call List.** Subscriber, for him/her/it self and as the authorized agent of Subscriber's employees and each person on the Call List from time-to-time, consents to Company (i) calling each such person's cell phone or other mobile device; (ii) using automatic dialers; and (iii) using a technology known as "robocalling" (unless such person notifies Company that he/she opts out of this clause (iii)).

Initials: \_\_\_\_\_

48. **Applications.** If Subscriber has subscribed to an application (an "App"), Subscriber understands and agrees that (i) the App was developed by a third-party App developer, not Company; (ii) as a condition of downloading and using the App



Subscriber must first agree to and continue to comply with the terms of an end-user license agreement ("EULA"); (iii) the EULA is between Subscriber and the App developer only; (iv) the App developer, not Company, is solely responsible for the App; (v) Company disclaims any and all warranties in connection with the App and shall not be liable for any damage, loss, cost or expense incurred by Subscriber and related to the App or Subscriber's use of the App; and (vi) as between Subscriber and Company, Company is a third-party beneficiary of the EULA.

49. **Statutory Notices.**

**NO WARRANTIES.** THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OR REVERSE HEREOF, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Initials: \_\_\_\_\_

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 10-21-25		SUBMITTED BY: Capt. 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 purchase of Police Narrative AI program

SYNOPSIS/BACKGROUND:

Officers currently have to type all their reports because we no longer have civilian typists. This program allows officers to dictate their reports and they are converted immediately to a computer document. Officers can dictate into their department phones from anywhere in the city saving valuable time.

FISCAL IMPACT: \$21,592.80 BUDGETED FUNDS?: Yes GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: 10/25/25 CONTRACT END DATE: 10/24/25

PROJECT NAME:

START DATE: END DATE: PAYMENT DATE: INSURANCE REQUIRED:

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve purchase of 60 licenses from Police Narrative AI for 1 year

ATTACHMENTS:

- Police Narrative AI Invoice
- 
- 
- 
- 
- 

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*David Willie*  
*[Signature]*

# Invoice



**Invoice number** WCI2TUQA-0004  
**Date of issue** October 15, 2025  
**Date due** October 25, 2025  
**Send checks to** 1030 N Alvarado St, STE  
303, Los Angeles, CA,  
90026

**Police Narratives AI**  
United States  
support@policenarratives.ai

**Bill to**  
Bellevue Police Department  
1510 Wall Street  
Bellevue, Nebraska  
United States  
+1 402-293-6587  
tim.melvin@bellevue.net

**\$21,592.80 USD due October 25, 2025**

[Pay online](#)

Description	Qty	Unit price	Amount
Police Narratives AI Agency Subscription Oct 25, 2025 – Oct 25, 2026	60	\$359.88	\$21,592.80
		<b>Subtotal</b>	<b>\$21,592.80</b>
		<b>Total</b>	<b>\$21,592.80</b>
		<b>Amount due</b>	<b>\$21,592.80 USD</b>

W9 and contract has been sent via email through DocuSign. Please contact support@policenarratives.ai if you need another copy.

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: October 21, 2025		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:

Purchase of 24 Motorola portable police radios and accessories

SYNOPSIS/BACKGROUND:

The Bellevue Police Department will replace 24 aging, unsupported portable police radios and accessories.

FISCAL IMPACT: \$199,651.20 BUDGETED FUNDS?: Yes GRANT/MATCHING FUNDS?: No

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

START DATE: END DATE: PAYMENT DATE: INSURANCE REQUIRED:

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve the purchase of 24 portable police radios and accessories for the police department in an amount not to exceed \$199,651.20 with Motorola Solutions.

ATTACHMENTS:

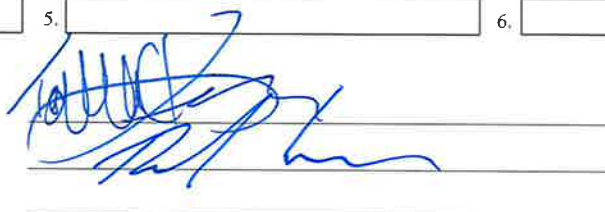
1. Quote for radios and accessories	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:





## BELLEVUE POLICE DEPT, CITY OF

10/08/2025

10/08/2025

BELLEVUE POLICE DEPT, CITY OF  
1500 WALL ST  
BELLEVUE, NE 68005

Dear Steven Wisnieski,

Motorola Solutions is pleased to present BELLEVUE POLICE DEPT, CITY OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide BELLEVUE POLICE DEPT, CITY OF with the best products and services available in the communications industry. Please direct any questions to Bob Stephany at [bobs@firstwirelessinc.com](mailto:bobs@firstwirelessinc.com).

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Bob Stephany

Motorola Solutions Manufacturer's Representative

Billing Address:  
 BELLEVUE POLICE DEPT, CITY  
 OF  
 1500 WALL ST  
 BELLEVUE, NE 68005  
 US

Quote Date:10/08/2025  
 Expiration Date:12/07/2025  
 Quote Created By:  
 Bob Stephany  
 bobs@firstwirelessinc.com

End Customer:  
 BELLEVUE POLICE DEPT, CITY OF  
 Steven Wisnieski  
 steven.wisnieski@bellevue.net  
 402-293-6591

Contract: 32517 - NEBRASKA ADMIN  
 SERVICES CONTRACT #111563 O4

Payment Terms:30 NET

### Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at [www.motorolasolutions.com/product-terms](http://www.motorolasolutions.com/product-terms).

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
	APX™ N70	APX N70					
1	H35UCT9PW8AN	PORTABLE RADIO APX N70 7/800 MODEL 4.5	24		\$10,439.42	\$7,307.59	\$175,382.16
1a	H499KC	ENH: SUBMERSIBLE (DELTA T)	24				
1b	BD00001AA	ADD: CORE BUNDLE	24				
1c	BD00010AB	ADD: SECURITY BUNDLE	24				
1d	Q387CB	ADD: MULTICAST VOTING SCAN	24				
1e	QA01767BL	ADD: P25 LINK LAYER AUTHENTICATION	24				
1f	QA03399AK	ADD: ENHANCED DATA	24				
1g	QA08853AA	ADD: CPS ENABLEMENT	24				
1h	QA09001AM	ADD: WIFI CAPABILITY	24				
1i	QA09028AA	ADD: VIQI VC RADIO OPERATION	24				
1j	G996AU	ADD: PROGRAMMING OVER P25 (OTAP)	24				



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
1k	Q53BF	ADD: FRONT PANEL PROGRAMMING & CLONING	24				
1l	H797DW	SOFTWARE LICENSE ENH: DVP-XL ENCRYPTION AND ADP	24				
1m	Q15AK	ADD: AES/DES-XL/DES-OFB ENCRYPTION AND ADP	24				
1n	Q498BN	SOFTWARE LICENSE ENH: ASTRO 25 OTAR W/ MULTIKEY	24				
1o	QA07680AA	ADD: MULTI SYSTEM OTAR	24				
1p	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	24				
1q	H38DA	ADD: SMARTZONE OPERATION	24				
1r	Q361CD	ADD: P25 9600 BAUD TRUNKING	24				
1s	Q806CH	ADD: ASTRO DIGITAL CAI OPERATION	24				
1t	QA00580BA	ADD: TDMA OPERATION	24				
1u	BD00040AD	ADD: PROVISIONING NON-FEDERAL BUNDLE	24				
1v	QA01771AB	SOFTWARE LICENSE ENH: ENHANCEMENT LEVEL 2	24				
1w	QA09772AA	ENH: MULTI-CODE PLUG PROGRAMMING	24				
1x	QA09017AA	ADD: LTE WITH ACTIVE SERVICE AT&T US	24				
2	LSV01S03060A	APX N70 DMS ESSENTIAL	24	3 YEARS	\$205.92	\$205.92	\$4,942.08
3	PMNN4816A	PORTABLE RADIO BATTERY IMPRES 2 LI-ION IP68 3200T	24		\$225.50	\$157.85	\$3,788.40
4	PMPN4604A	CHARGER, DESKTOP SINGLE UNIT IMPRES 2 FAST, US/NA	24		\$221.64	\$155.15	\$3,723.60
5	PMMN4141A	XVP750 REMOTE SPEAKER MICROPHONE WITH CHANNEL KNOB, FOR APX N RADIOS	24		\$543.13	\$380.19	\$9,124.56
	APX™ Radio Management	RADIO MANAGEMENT					



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
6	T7913A	SOFTWARE LICENSE RADIO MANAGEMENT OFFLINE	1		\$2,832.00	\$2,690.40	\$2,690.40
6a	UA00048AA	ADD: RADIO MANAGEMENT LICENSES OFFLINE	24				

**Grand Total**
**\$199,651.20(USD)**
**Notes:**

- The Pricing Summary is a breakdown of costs and does not reflect the frequency at which you will be invoiced.

Motorola's quote (Quote Number: \_\_\_\_\_ Dated: \_\_\_\_\_) is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then the following Motorola's Standard Terms of use and Purchase Terms and Conditions govern the purchase of the Products which is found at <http://www.motorolasolutions.com/product-terms>.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

Customer

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



Line #	Item Number	Parametric Data
1g	QA08853AA	TEMAILAR = steven.wisnieski@bellevue.net,SYSTEMID = 0144
1p	QA01648AA	ASKHOMID = 0144
1x	QA09017AA	ENDUSERT = POLICE PROTECTION
6	T7913A	EMAILADR = jtracy@sarpy.gov,MACADD4 = 00-50-56-8B-82-A4



## APX N70 PORTABLE RADIO SOLUTION DESCRIPTION

### OVERVIEW

The APX N70 offers affordable, next generation communications for without compromising P25 interoperability or voice and data quality. It offers a durable design with “pick-up-and-go” functionality, optimizing ease-of-use and focused communications in almost all environments.

#### DURABLE AND EASY TO USE

The APX N70 enhances operations with a full color transfective glass display with touch technology for easy operation with gloves on. The touchscreen includes a high velocity user interface with large touch targets, shallow menu hierarchy, home screen information at a glance, and access to integrated apps. Additionally, the N70 offers extended battery life, a shorter antenna, and Bluetooth compatibility with audio accessories, promoting efficient communications between first responders.

#### ESSENTIAL AND SECURE P25 COMMUNICATIONS

The APX N70 is certified compliant with P25 standards and supports digital and analog trunking, FDMA and TDMA, and Integrated Voice and Data. P25 communications over the N70 are safe and secure—it offers software and hardware encryption, single- and multi key encryption, and P25 Authentication, protecting communications during daily operations.



#### Reliable Connectivity

Using the APX N70 lets first responders stay connected across disparate networks. It can be equipped with LTE, Wi-Fi®, Bluetooth®, and GPS features, bringing future-ready applications, services, and best-in-class connectivity to everyday users. APX N70 radios support 7/800 MHz frequency bands across radio systems with minimal intervention by the radio user.

## Managing and Provisioning Devices

APN N70 provides users greater awareness and faster radio management through Customer Programming Software (“CPS”), Radio Management (“RM”), or the Radio Central programming. These tools transform accurate data into smarter action by enabling dispatchers and network managers to keep radios in the field, make informed operational decisions, and, above all, protect first responders’ focus and safety.

#### Customer Programming Service

CPS is a proprietary, Windows-based application used to configure APX subscriber radios in offline situations. The CPS application offers drag-and-drop, clone-wizard, and basic import/export functions that allow for the addition of new



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software and feature enhancements. APX N radios can be programmed one-at-a-time on a local PC, *via* secure USB port connection, with TLS-PSK based encryption. Once loaded, subscriber radios are read, and edited, and copdeplugs and templates can be saved and duplicated to program other fleet radios.

### Radio Management

Batch Programming is available through the RM software for simultaneous programming and upgrading throughout the radio fleet. With Batch Programming, up to 16 radios can be programmed at once over a Wi-Fi connection. This reduces programming time and ensures that the radio fleet is always up-to-date and ready-to-use in the field.

### Device Management Services

Device Management Services (“DMS”) packages provide programming, management, and maintenance services to maximize the effectiveness of this APX N70 solution, while reducing maintenance risk, workload, and total cost of ownership. DMS tackles a range of customer needs, whether the solution is self-maintained or managed by Motorola Solutions.

Using Motorola Solutions' cloud-based Radio Central Programming, APX N70 supports faster provisioning and deployment to get devices in the hands of first responders and out into the field. Parameters such as talk groups, interface options, and security keys can be programmed remotely within minutes. The DMS package provides access to batch programming with Radio Central Programming or one-at-a-time basic programming with Customer Programming Service, described below.

### Radio Central

Radio Central Programming streamlines the APX N70 out-of-the-box experience with a few simple steps. Users will power on the device and view a boot-up animation. Status bar icons on the front display indicate when a connection is made and an update download is initiated. If the APN N70 device is being started for the first time, a “peek-in” device management notification will indicate that the default configuration is detected. When the update download is complete, the device reboots and installs the update. When the install is complete, the device goes back to the full home screen and notifies the user that the update is complete. From power on to provisioning, the process takes less than a minute. For Encryption and Authentication users, a KVL needs to be connected to the radio to use those services.

APX N70 also features Touchless Key Provisioning (“TKP”), leveraging Radio Central and Key Management Facility to add encryption keys remotely. This streamlined, one-time process reduces the time and effort spent enabling encryption. TKP delivers the initial encryption keys to APN N70 radios. Users can provision encryption on one radio or on batches of radios, further speeding up the encryption process for radio fleets.

The figure below illustrates APX N70's faster provisioning process.



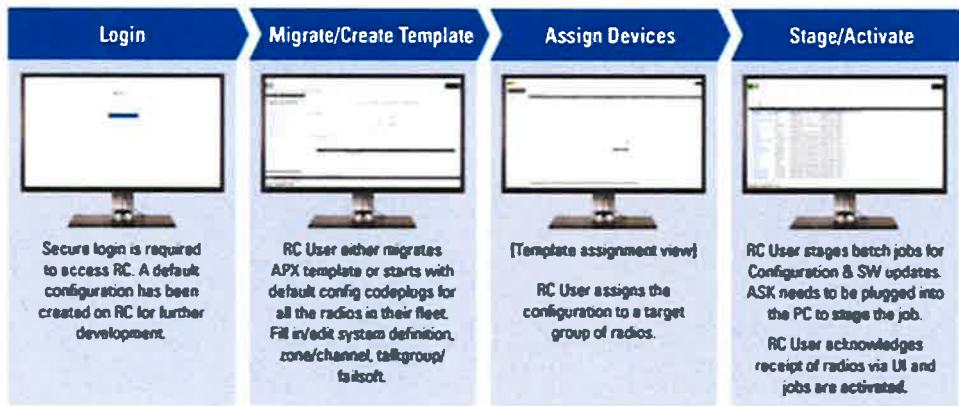


Figure 1: APX N70 Provisioning via Radio Central



## APX N-SERIES DEVICE MANAGEMENT SERVICES - ESSENTIAL STATEMENT OF WORK

### OVERVIEW

Device Management Services (“DMS”) efficiently maintains the Customer’s device fleet while helping to keep devices up-to-date and fully operational in the field.

DMS Essential services provide basic hardware and software support.

This Statement of Work (“SOW”), including all of its subsections and attachments is an integral part of the applicable agreement (“Agreement”) between Motorola Solutions, Inc. (“Motorola Solutions”) and Customer (“Customer”).

In the event of a conflict between the terms and conditions of the Agreement and the terms and conditions of this SOW, this SOW will control as to the inconsistency only. The SOW applies to the device specifically named in the Agreement.

### HARDWARE REPAIR

Hardware Repair provides repair coverage for internal and external device components that do not work in accordance with published specifications. Repair services are performed at a Motorola Solutions-operated or supervised facility. The device will be repaired to bring it to compliance with its specifications, as published by Motorola Solutions at the time of delivery of the original device.

For malfunctioning devices that must be replaced, Motorola Solutions will attempt to read the codeplugs from those devices. If successful, Motorola Solutions will load the codeplug to any replacement devices. If not, Motorola Solutions will load a factory codeplug, and the Customer will need to load the previous codeplug.

Motorola Solutions will load factory available firmware to any replacement devices, which may not match the Customer’s firmware version.

### MOTOROLA SOLUTIONS RESPONSIBILITIES

- Repair or replace malfunctioning device, as determined by Motorola Solutions.
- Complete repair or replacement with a turnaround time of five business days in-house, provided the device is delivered to the repair center by 9:00 a.m. (local repair center time). Turnaround time represents the time a product spends in the repair process, and does not include time in transit to and from the Customer’s site. Business days do not include US holidays or weekends.
- If applicable, apply periodically-released device updates, in accordance with an Engineering Change Notice.
- Provide two-way air shipping when a supported Motorola Solutions electronic system, such as MyView Portal, is used to initiate a repair. A shipping label will be generated via the electronic system.

### CUSTOMER RESPONSIBILITIES

- For non-contiguous renewals, Customer must provide a complete list, preferably in electronic format, of all hardware serial numbers to be covered under the Agreement to Motorola Solutions.
- Initiate device repairs, as needed.
  - When initiating a repair via a supported Motorola Solutions electronic system, label each package correctly with the shipping label and Return Material Authorization (“RMA”) number generated by the electronic system.
  - When initiating a repair via paper Return Material Form (“RMF”), the RMF must be completed for each device, included in the package with the device, and shipped to the Motorola Solutions depot specified on the RMF.



Any sales transaction following Motorola’s quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the “Underlying Agreement”) that authorizes Customer to purchase equipment and/or services or license software (collectively “Products”). If no Underlying Agreement exists between Motorola and Customer, then Motorola’s Standard Terms of Use and Motorola’s Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

- Remove any data or other information from the device that the Customer wishes to destroy or retain prior to sending the device for repair.
- If a malfunctioning device must be replaced and the Customer has loaded information for that device to Motorola Solutions' cloud environment, the Customer will need to remove the information for the malfunctioning device and add information for the replacement device to the applicable cloud environment.

### LIMITATIONS AND EXCLUSIONS

The Customer will incur additional charges at the prevailing rates for any activities that are not included or are specifically excluded from this service scope, as described below. Motorola Solutions will notify the Customer and provide a quotation of any incremental charges related to such exclusions prior to completing the repair and said repair will be subject to Customer's acceptance of the quotation.

- Replacement of consumable parts or accessories, as defined by product, including but not limited to batteries, cables, and carrying cases.
- Repair of problems caused by:
  - Natural or manmade disasters, including but not limited to internal or external damage resulting from fire, theft, and floods.
  - Third-party software, accessories, or peripherals not approved in writing by Motorola Solutions for use with the device.
  - Using the device outside of the product's operational and environmental specifications, including improper handling, carelessness, or reckless use.
  - Unauthorized alterations or attempted repair, or repair by a third party.
- Non-remedial work, including but not limited to administration and operator procedures, reprogramming, and operator or user training.
- Problem determination and/or work performed to repair or resolve issues with non-covered products. For example, any hardware or software products not specifically listed on the service order form are excluded from service.
- File backup or restoration.
- Completion and test of incomplete application programming or system integration if not performed by Motorola Solutions and specifically listed as covered.
- Accidental damage, chemical or liquid damage, or other damage caused outside of normal device operating specifications, except if optional Accidental Damage Coverage was purchased.
- Cosmetic imperfections that do not affect the functionality of the device.
- Software support for unauthorized modifications or other misuse of the device software is not covered.

Motorola Solutions is not obligated to provide support for any device that has been subject to the following:

- Repaired, tampered with, altered or modified (including the unauthorized installation of any software) — except by Motorola Solutions authorized service personnel.
- Subjected to unusual physical or electrical stress, abuse, or forces or exposure beyond normal use within the specified operational and environmental parameters set forth in the applicable product specification.
- If the Customer fails to comply with the obligations contained in the Agreement, the applicable software license agreement, and Motorola Solutions terms and conditions of service.

### DEVICE TECHNICAL SUPPORT

Motorola Solutions' Device Technical Support service provides telephone consultation for device and accessory issues. Support is delivered through the Motorola Solutions Centralized Managed Support Operations ("CMSO") organization by a staff of technical support specialists.

For Device Technical Support, Motorola Solutions will respond to calls within two (2) hours during the support days. Support hours are 7 a.m. to 7 p.m. CST Monday through Friday, excluding US holidays. In addition, Customers may



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contact the Call Management Center (800-MSI-HELP) at any time (24 hours a day, seven days a week) and a Motorola Solutions representative will log a technical request in Motorola Solutions Case Management System on the Customer's behalf.

#### **MOTOROLA SOLUTIONS RESPONSIBILITIES**

- Provide technical support for devices, assessing and troubleshooting reported issues.
- Receive and log Customer support requests, and assign a technical representative to respond to a Customer incident per the defined timeframes.

#### **CUSTOMER RESPONSIBILITIES**

- Use the provided methods to contact Motorola Solutions technical support.
- Provide sufficient information to allow Motorola Solutions technical support agents to diagnose and resolve Customer issues.
- Provide contact information for field service technicians in the event that Motorola Solutions has to follow up.

#### **LIMITATIONS AND EXCLUSIONS**

- Device support does not include Land Mobile Radio ("LMR") network, Wi-Fi, and LTE network troubleshooting.

## **Software Maintenance**

Motorola Solutions is continually developing new features and functionality for our portfolio of public-safety-grade radios. By purchasing software maintenance, the Customer can take advantage of these firmware releases and future-proof their communications investment.

#### **MOTOROLA SOLUTIONS RESPONSIBILITIES**

- Test all firmware releases to minimize software defects.
- Announce new firmware releases and post release notes in a timely manner via MyView Portal.
- Provide firmware updates. Motorola Solutions makes no guarantees as to the frequency or timing of firmware updates.
- Provide upgrade capability through supported Programming Tools.
- Provide programming and service tools and technical support through the firmware support window.
- Provide documentation via MyView Portal with each release detailing new features, bug fixes, and any known issues.

#### **CUSTOMER RESPONSIBILITIES**

- Periodically check MyView Portal for firmware update announcements.
- Keep the radio fleet updated with firmware versions within the support window.

## **MyView Portal Access**

MyView Portal is the single location to track the status of subscriptions and service contracts, including start and end dates. This portal includes order, RMA, and technical support ticket status, as well as a consolidated download site for software and documentation.

Outside of pre-announced maintenance periods, MyView Portal will be available on a best effort 24/7 basis. Motorola Solutions cannot guarantee the availability of Internet networks outside of our control.



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**MOTOROLA SOLUTIONS RESPONSIBILITIES**

- Provide a web accessible, secure portal to view the Customer's data.
- Provide the Customer with login credentials for the site.
- Provide end-user training for the site.
- Provide technical support to answer end user questions between the hours of 8 a.m. to 5 p.m. CST Monday through Friday, excluding US holidays.
- Keep the site updated with the latest Customer information.

**CUSTOMER RESPONSIBILITIES**

- Provide Motorola Solutions with contact information for administrative users.
- Administer user access.
- Provide Internet access for users to access the site.
- Attend available MyView Portal training.
- Protect login information against unauthorized use.
- Provide Motorola Solutions with updated equipment information, as needed.



## Purchase Order Checklist NA OM

<b>Marked as PO/ Contract/ Notice to Proceed on Company Letterhead (PO will not be processed without this)</b>
<b>PO Number/ Contract Number</b>
<b>PO Date</b>
<b>Vendor = Motorola Solutions, Inc.</b>
<b>Payment (Billing) Terms/ State Contract Number</b>
<b>Bill-To Name on PO must be equal to the <i>Legal</i> Bill-To Name</b>
<b>Bill-To Address</b>
<b>Ship-To Address (If we are shipping to a MR location, it must be documented on PO)</b>
<b>Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO )</b>
<b>PO Amount must be equal to or greater than Order Total</b>
<b>Non-Editable Format (Word/ Excel templates cannot be accepted)</b>
<b>Tax Exemption Status</b>
<b>Signatures (As required)</b>

**NOTE:** When an email order is submitted a confirmation is sent from Motorola AutoNotify referencing a case number.

Once checklist is complete, order still must go through **Order Validation/Credit Approval**

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 10/21/2025		SUBMITTED BY: City Administrator	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Agreement with Samsara/Carahsoft Technology Corp for an integrated platform and hardware solution to increase efficiency, safety, sustainability and transparency of the city's assets, primarily vehicles and equipment.

SYNOPSIS/BACKGROUND:

The City wishes to implement Samsara's integrated platform and hardware to track equipment, provide real-time telematics and increase security. This solution will help improve vehicle diagnostics by providing real-time maintenance issues along with providing real-time snowplow maps to enhance visibility and transparency for citizens. In addition, the software is expected to reduce exposure to certain safety risks from motor vehicle operation, providing long-term savings. The cost of the system is \$545,564.60 over a 5-year term, including a reduced first year amount of \$45,342.55, which is available in the FYE2026 budget. These costs will be partially offset by savings from sunsetting current software systems. The Samsara solution will replace current tracking and diagnostic systems, enhance vehicle utilization and increase safety, bringing cost savings to the City.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?:  COUNTER-PARTY:  INTERLOCAL AGREEMENT:

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE:  CONTRACT TERM:  CONTRACT END DATE:

PROJECT NAME:

START DATE:  END DATE:  PAYMENT DATE:  INSURANCE REQUIRED:

CIP PROJECT NAME:  CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE:  ACCOUNT NUMBER:

RECOMMENDATION:

Approve and authorize the mayor to sign the Samsara/Carahsoft Technology Corp agreement in an amount not to exceed \$545,564.60 over 5 years as provided in the attached quote.

ATTACHMENTS:

1. <input type="text" value="Samsara/Carahsoft Price Quote"/>	2. <input type="text" value="Alpha Communications Install Price Quote"/>	3. <input type="text" value="Samsara/Carahsoft contract"/>
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:*  
 Daniel Willis  
 [Signature]  
 [Signature]

# PRICE QUOTATION

CARAHSOFT TECHNOLOGY CORP

11493 SUNSET HILLS ROAD | RESTON, VA 20190  
 PHONE: (571) 590-7366 | FAX: (571) 590-7365  
 WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM



**TO:** Scott Houghtaling  
 Risk Manager  
 Bellevue City Hall  
 2012 Betz Rd  
 Bellevue, NE 68005 USA

**FROM:** Cameron Zohary  
 Carahsoft Techonology Corp  
 11493 Sunset Hills Road  
 Suite 100  
 Reston, Virginia 20190

**EMAIL:** scott.houghtaling@bellevue.net

**EMAIL:** Cameron.Zohary@carahsoft.com

**PHONE:** (402) 293-3037

**PHONE:** (571) 590-7366

**TERMS:** Samsara - Sourcewell contract: 102924  
 Term: June 6, 2025 - April 23, 2029  
 FTIN: 52-2189693  
 Shipping Point: FOB Destination  
 Credit Cards: VISA/MasterCard/AMEX  
 Remit To: Same as Above  
 Payment Terms: Net 30 (On Approved Credit)  
 Sales Tax May Apply

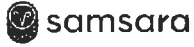
**QUOTE NO:** 60560453  
**QUOTE DATE:** 10/10/2025  
**QUOTE EXPIRES:** 10/31/2025  
**RFQ NO:**  
**SHIPPING:** GROUND  
**TOTAL PRICE:** \$43,556.80  
**SHIPPING AMOUNT:** \$1,785.75  
**TOTAL QUOTE:** \$45,342.55

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
<b>HARDWARE &amp; ACCESSORIES</b>					
1	ACC-CM-BCVR1-2	New camera cover (driver side only) for dual camera only - CM34 Samsara, Inc - ACC-CM-BCVR1	NSP OM	160	\$0.00
2	HW-VG55-NA-2	Vehicle IoT Gateway, model VG55 Samsara, Inc - HW-VG55-NA	NSP OM	160	\$0.00
3	CBL-VG-COBDII-Y1-2	Enhanced VG Series OBDII J1962 L-mount cable Samsara, Inc - CBL-VG-COBDII-Y1	NSP OM	160	\$0.00
4	HW-CM34-2	Dual-facing AI Dash Cam, Series 4 Samsara, Inc - HW-CM34	NSP OM	160	\$0.00
5	ACC-CPB-2	Panic Button accessory for the VG54 and Diagnostic Hub Samsara, Inc - ACC-CPB	NSP OM	160	\$0.00
6	CBL-VG-CAUX-2	Breakout Cable for Auxiliary inputs on VG54 Samsara, Inc - CBL-VG-CAUX	NSP OM	40	\$0.00
7	ACC-RS232-2	RS-232-to-USB adapter to for RS-232 serial data connectivity. RS-232 port is Female DB9, included adapter can convert to DB9 male. Samsara, Inc - ACC-RS232	NSP OM	25	\$0.00
<b>HARDWARE &amp; ACCESSORIES SUBTOTALS</b>					<b>\$0.00</b>
<b>YEAR 1 LICENSES</b>					
8	LIC-CM-D-ENTERPRISE-2	Safety Enterprise (Dual Camera) Discounted Samsara, Inc - LIC-CM-D-ENTERPRISE	\$37.59 OM	160	\$6,014.40
9	LIC-VG-PREMIER-PS-2	Telematics Premier Public Sector tier Samsara, Inc - LIC-VG-PREMIER-PS	\$234.64 OM	160	\$37,542.40
10	LIC-MAINT-2	Per-asset add-on license for Asset Maintenance. Manage work orders and maintenance spend. Samsara, Inc - LIC-MAINT	NSP OM	160	\$0.00
<b>YEAR 1 LICENSES SUBTOTALS</b>					<b>\$43,556.80</b>

# PRICE QUOTATION

CARAHSOFT TECHNOLOGY CORP

11493 SUNBELT BLVD, SUITE 1001, RYTON, VIRGINIA 22150  
 PHONE: (703) 871-6584 | FAX: (703) 871-8865  
 WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM



LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
<b>SUBTOTAL:</b>					<b>\$43,556.80</b>
TOTAL PRICE:					<b>\$43,556.80</b>
SHIPPING AMOUNT:					<b>\$1,785.75</b>
<b>TOTAL QUOTE:</b>					<b>\$45,342.55</b>

## FUTURE YEARS PRICING

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
<b>YEAR 2 LICENSES</b>					
11	LIC-CM-D-ENTERPRISE-2	Safety Enterprise (Dual Camera) Samsara, Inc - LIC-CM-D-ENTERPRISE	\$588.00	OM 160	\$94,080.00
12	LIC-VG-PREMIER-PS-2	Telematics Premier Public Sector tier Samsara, Inc - LIC-VG-PREMIER-PS	\$234.64	OM 160	\$37,542.40
13	LIC-MAINT-2	Per-asset add-on license for Asset Maintenance. Manage work orders and maintenance spend. Samsara, Inc - LIC-MAINT	NSP	OM 160	\$0.00
<b>YEAR 2 LICENSES SUBTOTAL:</b>					<b>\$131,622.40</b>
<b>YEAR 3 LICENSES</b>					
14	LIC-CM-D-ENTERPRISE-2	Safety Enterprise (Dual Camera) Samsara, Inc - LIC-CM-D-ENTERPRISE	\$588.00	OM 160	\$94,080.00
15	LIC-VG-PREMIER-PS-2	Telematics Premier Public Sector tier Samsara, Inc - LIC-VG-PREMIER-PS	\$234.64	OM 160	\$37,542.40
16	LIC-MAINT-2	Per-asset add-on license for Asset Maintenance. Manage work orders and maintenance spend. Samsara, Inc - LIC-MAINT	NSP	OM 160	\$0.00
<b>YEAR 3 LICENSES SUBTOTAL:</b>					<b>\$131,622.40</b>
<b>YEAR 4 LICENSES</b>					
17	LIC-CM-D-ENTERPRISE-2	Safety Enterprise (Dual Camera) Samsara, Inc - LIC-CM-D-ENTERPRISE	\$588.00	OM 160	\$94,080.00
18	LIC-VG-PREMIER-PS-2	Telematics Premier Public Sector tier Samsara, Inc - LIC-VG-PREMIER-PS	\$234.64	OM 160	\$37,542.40
19	LIC-MAINT-2	Per-asset add-on license for Asset Maintenance. Manage work orders and maintenance spend. Samsara, Inc - LIC-MAINT	NSP	OM 160	\$0.00
<b>YEAR 4 LICENSES SUBTOTAL:</b>					<b>\$131,622.40</b>
<b>YEAR 5 LICENSES</b>					
20	LIC-CM-D-ENTERPRISE-2	Safety Enterprise (Dual Camera) Samsara, Inc - LIC-CM-D-ENTERPRISE	\$588.00	OM 160	\$94,080.00
21	LIC-VG-PREMIER-PS-2	Telematics Premier Public Sector tier Samsara, Inc - LIC-VG-PREMIER-PS	\$234.64	OM 160	\$37,542.40
22	LIC-MAINT-2	Per-asset add-on license for Asset Maintenance. Manage work orders and maintenance spend. Samsara, Inc - LIC-MAINT	NSP	OM 160	\$0.00

PRICE QUOTATION

CARAHSOFT TECHNOLOGY CORP

11401 SUBJECT HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190  
 PHONE (703) 871-8585 | FAX (703) 871-8509  
 WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM



FUTURE YEARS PRICING

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
		YEAR 5 LICENSES SUBTOTAL:			\$131,622.40
		FUTURE YEARS PRICING SUBTOTAL:			\$526,489.60

\*\*\*Please include Contract Name and Number on the Purchase Order\*\*\*

License Term

The license term for the Samsara Software licenses purchased under this Order Form begins on the day Samsara activates the applicable Samsara Software but the license by providing you a claim number and access to the Hosted Software ("License Start Date). If Hardware associated with a then-unactivated Samsara Software license will be shipped to you under this Order Form, such Samsara Software license will be activated on the day the Samsara Hardware ships. Notwithstanding the foregoing, if you are renewing the license term for a previously-activated Samsara Software license under this Order Form, the License Start Date for the renewal license term shall be the day that Samsara extends your access to the Hosted Software for the renewal license term. Samsara Hardware requires a valid license to function. Samsara may ship Hardware under this Order Form subject to a schedule as mutually agreed between the Parties or as determined by Samsara. To the extent such Hardware is associated with then-unactivated Samsara Software licenses, the Samsara Software license term for each such Hardware device will start on the day that device ships regardless of the shipment schedule for the other such Hardware devices. If all such Hardware is shipped in one shipment, the license term for all such Hardware will be the full license term under this Order Form. If such Hardware is shipped in multiple shipments, only the license term of such Hardware in the initial shipment will be such full license term. The license term of the remaining such Hardware shipped after the initial shipment will be set to match the then-remaining license term of the initial shipment, so that the license term for all such Hardware under this Order Form expires on the same date. The total cost of the licenses for such Hardware shipped after the initial shipment will be pro-rated based on their actual license term, rounded up to the nearest month, as compared to the full license term under this Order Form. Certain payment amounts under this Order Form assume that the entire order is fulfilled at the same time and are subject to potential reduction based on the actual schedule of order fulfillment.

Support and Warranty

Samsara stands behind its Products. Hardware Products that require a valid license to function come with a warranty that lasts as long as you maintain a valid license for such Hardware. All other Hardware Products, such as accessories, come with a one-year warranty, unless otherwise specified on the relevant Samsara data sheet. During the warranty period, Hardware exhibiting material defects will be replaced pursuant to our Hardware Warranty & RMA policy at [www.samsara.com/support/hardware-warranty](http://www.samsara.com/support/hardware-warranty). Additional support information can be found at [www.samsara.com/support](http://www.samsara.com/support).

Terms

Unless otherwise set forth herein, your use and access of the Hardware, Products, and Services specified herein are governed by Samsara's terms of service found at <https://www.samsara.com/terms-of-service>, unless the Parties have entered into a separate terms of service agreement and/or a separate terms of service agreement is attached to this Order Form, in which case such separate terms of service agreement shall govern (the 'Terms of Service'). You agree to be bound by the Terms of Service, and any capitalized terms not defined herein shall have the meaning set forth in the Terms of Service. You further agree that any other Order Forms you enter into for the purchase of Products shall also be governed by the Terms of Service unless otherwise set forth in the applicable Order Form. For clarity, unless otherwise agreed by the Parties or approved by Samsara, the pricing and payment terms under this Order Form shall not apply to any such other Order Forms.

The continuation of this Agreement on an annual basis after the Effective Date is contingent upon the appropriation of sufficient funds. If sufficient funds fail to be appropriated to provide for the continuation of the Agreement, the Agreement shall terminate on the date of the beginning of the subsequent fiscal year for which funds have not been appropriated. Samsara shall be entitled to payment for deliverables in progress; liabilities, fees, or costs caused by such termination including for obligations that extend beyond the date of termination; and reasonable Agreement close-out costs.



# Quote

City of Bellevue  
NE

Alpha Communications, Inc.  
3463 Diversified Drive  
Loganville, GA  
Ph. 770-263-8843  
Fax. 770-416-9973

Date: 10/13/2025

Bill To:  
Samsara  
Tom Burns  
301-623-0078  
[tom.burns@samsara.com](mailto:tom.burns@samsara.com)

Quotation number: 1  
Quotation valid: 30 Days-90 Days  
Prepared by: Todd Benton

The following quote includes all travel and labor at Bellevue, NE area sites.  
Quote is based on a minimum of 6-8 vehicles per day on site.  
This total does not take into account possible poor weather, site delays, etc.  
Vehicle availability will be the responsibility of the customer at an agreed upon time.  
Scheduling will take place between Samsara, City of Bellevue NE, and Alpha Communications, Inc.

## Samsara City of Bellevue NE Installation Quote

Item	Qty.	Price Ea.	Cost
Installation of 160 VG55 and CM35 into city vehicles. cameras, DVR, GPS antenna, Event Marker.	160	\$85.00	\$13,600.00
Installation of PTO into aux cable. Must have a 12V source to wire to in the cab of the vehicle.	40	\$35.00	\$1,400.00
Installation of RS232 cables to the spreaders in plow trucks.	25	\$35.00	\$875.00
Removal of existing GPS devices.	160	\$20.00	\$3,200.00
All travel expenses included <b>TOTAL</b>			<b>\$19,075.00</b>

*plus any applicable sales tax*

### Customer Acceptance

Tom Burns  
Samsara

Alpha Communications, Inc.

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

**Todd Benton**

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

**Vice President**

**10/13/2025**

Title: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

**Samsara Terms of Service**  
**Last Updated: May 2025**

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Welcome to Samsara. Please read these Terms of Service carefully because they govern your use of our products and services. The Customer, together with Samsara Inc., are referred to as the “**Parties**”.

1. Definitions.
  - 1.1. “**Account**” means the accounts Customer creates to access the Hosted Software and Apps.
  - 1.2. “**Affiliate**” means any other entity that, directly or indirectly through one or more intermediaries, is controlled by, or is under common control with, the Customer.
  - 1.3. “**Apps**” means software applications for smartphones and tablets distributed by Samsara through Google Play or through the Apple App Store and used to provide the Products.
  - 1.4. “**Authorized User**” means Customer’s employees, Affiliates, and/or contractors whom Customer authorizes to use the licensed Samsara Software strictly on its behalf.
  - 1.5. “**Customer**” or “**you**” means the company or legal entity for which you are accepting these Terms and its Affiliates who enter into Order Forms (for each such Affiliate, solely with respect to Order Forms entered into by it and for so long as it remains a Customer Affiliate).
  - 1.6. “**Customer Data**” means Customer-specific data captured by Customer’s use of any installed Hardware, data submitted by, or on behalf of Customer (including from or through Non-Samsara Products) into Apps and Hosted Software, and the analysis, reports, and alerts generated by the Products containing such data. For the avoidance of doubt, Customer Data does not include any Samsara Software.
  - 1.7. “**Documentation**” means any Product training, technical services, or documentation made available to Customer through the Samsara website, including at <https://kb.samsara.com/>, or otherwise made available to Customer by Samsara.
  - 1.8. “**Equipment**” means the vehicle, equipment, asset, building, structure, or item into which Hardware is installed.
  - 1.9. “**Firmware**” means software embedded in or otherwise running on the Samsara Hardware.
  - 1.10. “**Hardware**” means the hardware devices such as gateways, cameras, sensors, controllers, vision systems, and accessories, and any improvements, developments, modifications, patches, updates, and upgrades thereto that Samsara develops or provides.
  - 1.11. “**Hardware Warranty and RMA Policy**” means the Hardware Warranty and RMA Policy set forth at <https://www.samsara.com/support/hardware-warranty>.
  - 1.12. “**Hosted Software**” means Samsara’s cloud-hosted software platform, including the interface accessed online.
  - 1.13. “**Hosted Software SLA**” means the Hosted Software Service Level Agreement set forth at <https://www.samsara.com/legal/hosted-software-sla>.

- 1.14. **"License Expiration Date"** means (a) the later of (i) the original license termination date set forth in the applicable Order Form you entered into for the original purchase of Products or under which Products were originally made available to you ("Initial Term"), and (ii) the end of the then-active Renewal Term (as defined below); or (b) if applicable, for Purchase Orders issued by a Samsara reseller where the applicable purchase or procurement of Products is not also documented by a Quote, notwithstanding anything to the contrary in these Terms, the reseller agreement between such reseller and Samsara, or the applicable Purchase Order, three (3) years from the License Start Date.
- 1.15. **"License Start Date"** means (i) the day Samsara activates the applicable Samsara Software license by providing Customer a claim number and access to the Hosted Software (for clarity, if Hardware associated with a then-unactivated Samsara Software license will be shipped to Customer under the applicable Order Form, such Samsara Software license activation date is day the Samsara Hardware ships); or (ii) notwithstanding the foregoing, if Customer is renewing the license term for a previously-activated Samsara Software license, the day that Samsara extends Customer's access to the Hosted Software for the renewal license term. For Purchase Orders issued by a Samsara reseller, the definition of License Start Date in this Section supersedes anything to the contrary in the reseller agreement between such reseller and Samsara and the applicable Purchase Order.
- 1.16. **"Malicious Code"** means code, files, scripts, agents, software or programs intended to do harm or allow for unauthorized access, including, for example, viruses, worms, time bombs, and Trojan horses.
- 1.17. **"Non-Samsara Products"** means any web-based, offline, or mobile applications, or other resources, users, data, systems, networks, products, services, Equipment, hardware, or software functionality that is provided by Customer or a third party and that interoperates, integrates, and/or exchanges data with the Products.
- 1.18. **"Order Form"** means the applicable Quote or Purchase Order setting forth the purchase or procurement of Samsara Products and/or licenses thereto. By entering into an Order Form hereunder, a Customer Affiliate agrees to be bound by these Terms as if it were Customer, and Customer and the applicable Customer Affiliate are jointly and severally liable under such Order Form. For clarity, unless otherwise agreed by the Parties or approved by Samsara, the pricing and payment terms under an Order Form shall only apply to Customer entity named in such Order Form for the purchase made under such Order Form and shall not apply to any other Order Form, including any initial or renewal Order Form entered into by such Customer entity or its Affiliate.
- 1.19. **"Pre-Launch Offerings"** means any Samsara hardware and/or software offerings and related documentation and accessories that are not generally available to Samsara customers and that may be in the alpha, beta, experimental, research, in development, prototyping, and/or testing phase.
- 1.20. **"Products"** means Hardware and Services. For the avoidance of doubt, Products do not include any Non-Samsara Products.
- 1.21. **"Professional Services"** means the training, consulting, or other professional services that are provided by Samsara to Customer (i) as purchased separately by Customer pursuant to an Order Form, (ii) in Samsara's sole discretion, or (iii) as otherwise mutually agreed between the Parties.
- 1.22. **"Purchase Order"** means a purchase order or similar ordering document issued by Customer to Samsara and accepted by Samsara setting forth the purchase or procurement of Samsara Products and/or licenses thereto.

- 1.23. **"Quote"** means a quote issued by Samsara and executed by the Customer setting forth the purchase or procurement of Samsara Products and/or licenses thereto.
- 1.24. **"Refund"** means an amount refunded to the Customer (or in Samsara's sole discretion to any third party who paid Samsara for Customer's procurement of Products under the applicable Order Form, including a reseller, Lender, or other third party) pursuant to these Terms equal to (i) fees pre-paid to Samsara for the time remaining in an applicable license term prorated to the period of time between (a) the date of termination and (b) the License Expiration Date for the applicable Order Form, and (ii) fees paid to Samsara for the cost of purchased Hardware (if applicable). For the avoidance of doubt, a Refund may only be issued as expressly provided hereunder.
- 1.25. **"Renewal Term"** means any renewal license term of the applicable Products after the Initial Term. If Customer's license term is renewed a period of time after termination of the immediately preceding license term and Samsara in its sole discretion allows Customer to continue using the applicable Products during such interim period, these Terms shall apply to such use.
- 1.26. **"Samsara Software"** means the Apps, Firmware, and Hosted Software, and any improvements, developments, modifications, patches, updates, and upgrades thereto that Samsara develops or provides, and Support Services.
- 1.27. **"Samsara Software Systems"** means the Samsara Software and any networks, systems, products, hardware, services, or data of Samsara, its providers, its partners, its customers, or any other third party, integrated with or connected to such Samsara Software.
- 1.28. **"Services"** means the Samsara Software, Service Usage Data, and Professional Services.
- 1.29. **"Service Usage Data"** means any data that is derived from the use of the Products except that to the extent such data could directly or indirectly identify a natural person it shall be anonymized, de-identified, and/or aggregated such that it could no longer directly or indirectly identify such natural person.
- 1.30. **"Support Services"** means the customer support services described at [www.samsara.com/support](http://www.samsara.com/support), and Documentation, but excluding any Professional Services.
- 1.31. **"Terms"** means these Terms of Service, together with any amendments or addenda that modify these Terms of Service.

2. **Agreement to Terms.** By clicking a box indicating your acceptance of these Terms, by executing an Order Form or other contract that references these Terms, by purchasing Products or otherwise entering into an Order Form or other contract with Samsara, a Samsara reseller, or any other entity or individual for the purchase of Products or under which Products are made available to you, or by otherwise accessing and/or using the Products, whichever is the earlier, you accept and agree to be bound by these Terms. If you do not agree to these Terms or you are not authorized to access and/or use the Products, you shall not access or use the Products. If you are accessing and/or using the Products on behalf of a company (such as your employer) or other legal entity that is our Customer, you agree to these Terms on behalf of such company or other legal entity, and you represent and warrant that you have the authority to bind such company or other legal entity to these Terms. If you have entered into a separate contract with Samsara with respect to your purchase of Products or under which Products are made available to you, these Terms shall apply, provided that to the extent there is a conflict between such separate contract with Samsara and these Terms, such separate contract with Samsara shall prevail. References to "you" and "your" in these Terms refer to that company or other legal entity, our Customer. You may not use the Products if you are our competitor, as determined in our sole discretion, except with our prior written consent.

3. Changes to Terms or Services. Neither Party may modify the Terms of this Agreement unless signed in writing by both Parties .
4. License. Subject to the terms and conditions specified in these Terms or an applicable Order Form, Samsara grants Customer a non-sublicensable, non-exclusive, non-transferable, limited and revocable license to use and access the Samsara Software (i) in accordance with the Documentation, (ii) for the number and type of Samsara Software licenses specified in the applicable Order Form and solely the functionality included therein, and (iii) starting from the applicable License Start Date until the License Expiration Date set forth in such Order Form or the earlier termination of such Order Form or these Terms. The Support Services and the Hosted Software SLA are included as part of the license grant and contingent upon a valid license. The Firmware license for each item of Hardware is contingent upon Customer purchasing and maintaining a valid license to the applicable Samsara Software. For clarity, the license for Samsara Software that is provided in conjunction with a Hardware unit is only valid for use with that Hardware unit, unless the Hardware unit is replaced pursuant to the Hardware Warranty Policy section of the Hardware Warranty and RMA Policy. Samsara reserves the right to audit Customer's usage of Samsara Software and to remove Customer's access to Samsara Software beyond the licensed scope ("Licensed Scope") (for example, the licensed feature scope or licensed user count, as applicable) at any time. If Customer would like to use Samsara Software beyond the Licensed Scope, Customer is required to purchase the applicable Samsara Software licenses and if applicable install the applicable Hardware that include such scope. If Samsara becomes aware that Customer is using Samsara Software beyond the Licensed Scope, Samsara reserves the right to charge Customer for the applicable Samsara Software licenses that include such Licensed Scope at the then-current list price, and Customer agrees to immediately pay such amounts. Further, during the applicable license term under an Order Form, Customer agrees that it cannot downgrade a Samsara Software license plan to a lower Samsara Software license plan (for example, downgrading from an "Enterprise" license to a "Premier" license).
5. License Restrictions. Customer agrees not to do or attempt to do any of the following without Samsara's express prior written consent: (i) resell, white label, or reproduce the Products or any individual element within the Product, Samsara's name, any Samsara trademark, logo or other proprietary information, or the layout and design of any part of the Product; (ii) access, tamper with, or use non-public areas of the Samsara Software Systems; (iii) gain unauthorized access to, interfere with, disable, or disrupt the integrity or security of the Samsara Software Systems; (iv) avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented to protect the Samsara Software Systems or enforce a contractual usage limit; (v) transfer, copy, modify, sublicense, lease, lend, rent or otherwise distribute the Samsara Software to any third party; (vi) decipher, decompile, disassemble or reverse engineer any aspect of the Products, in whole or in part; (vii) impersonate or misrepresent an affiliation with any person or entity; (viii) use or access the Products for any competitive purpose; (ix) perform benchmark testing on the Products; (x) use the Products to store or transmit Malicious Code; (xi) use the Products to store, publish, submit/receive, upload/download, post, use, copy, or otherwise produce, transmit, or distribute infringing, libelous, defamatory, harassing, threatening, or otherwise unlawful or tortious material; or to store, publish, submit/receive, upload/download, post, use, copy, or otherwise produce, transmit, or distribute material in violation of third-party privacy rights; (xii) violate any applicable law or regulation; (xiii) use the Products in a way that violates Samsara's Acceptable Use policy set forth in Section 21.2, (xiv) use the Products in an unsupported country, or (xv) authorize, permit, encourage, or enable any other individual or entity to do any of the foregoing. Samsara has the right to investigate violations of this Section or conduct that affects the Samsara Software Systems and immediately suspend or terminate any or all of Customer's access to the Samsara Software if it reasonably suspects or determines that Customer has violated this Section. Except to the extent legally prohibited from taking on indemnification obligations, Customer agrees to indemnify, defend, and hold harmless Samsara from and against all claims, actions, demands, and legal proceedings, and all liabilities, damages, demands, losses, claims, costs, fees (including legal fees), and expenses in connection with a violation of this Section 5 and any investigation related thereto. Samsara reserves the right to limit or restrict Product access in unsupported countries. Samsara may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

6. Hardware Installation and Equipment Maintenance. Customer is responsible for installation of the Hardware and ongoing maintenance of any Equipment, including but not limited to installation in accordance with any Equipment warranty. Depending on the Customer's intended use of the Products, Customer may require professional installation of the Hardware or ongoing professional maintenance of any Equipment. If Customer is unable to install the Hardware or to conduct such ongoing maintenance, or if Customer is uncertain that Customer has the requisite skills and understanding, Customer agrees to consult with a qualified installer or maintenance professional. Improper installation of the Hardware or maintenance of the Equipment can lead to damage of such Equipment or dangerous or life-threatening conditions, which can cause property damage, bodily injury, and/or death. Customer may notify Samsara if Customer did not order the correct Hardware cables for Hardware installation. For more information on Samsara's Cable Exchange Policy, please see the Cable Exchange Policy section of the Hardware Warranty and RMA Policy.

7. Product Updates.

7.1. General. Samsara continuously improves the Products, and may from time to time (i) update the Samsara Software and cause Firmware updates to be automatically installed onto Hardware; (ii) update the Apps; or (iii) upgrade Hardware to newer models. Samsara may change or discontinue all or any part of the Products, including changing, discontinuing, or removing features included in a Samsara Software license, at any time and without notice, at Samsara's sole discretion. If Samsara discontinues supporting a Hardware model and the associated Samsara Software license that you have ordered from Samsara in accordance with these Terms prior to the applicable License Expiration Date without offering to replace them with an updated or comparable version or model, either Party may terminate the applicable Order Form with respect to the applicable Products, and if so terminated you may request a Refund for such Products. Updates or upgrades may include security or bug fixes, performance enhancements, or new functionality, and may be issued with or without prior notification to Customer. Customer hereby consents to such automatic updates.

7.2. Pre-Launch Offerings. From time to time, Samsara may in its sole discretion make Pre-Launch Offerings available to Customer for evaluation purposes. Should Customer opt to use a Pre-Launch Offering: Customer agrees to: (i) enter into any additional terms required by Samsara for the applicable Pre-Launch Offerings; (ii) assume sole responsibility and all risk, and waive and release Samsara from any claims directly or indirectly arising from or related to the Pre-Launch Offerings; and (iii) except to the extent legally prohibited from taking on indemnification obligations, without limitation, defend, indemnify, and hold harmless Samsara from any third party claims directly or indirectly arising from or related to the Pre-Launch Offering. PRE-LAUNCH OFFERINGS ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS, WITHOUT WARRANTY OF ANY KIND. Customer acknowledges that Pre-Launch Offerings that may interact, interface, or integrate with third party products and/or services may not be validated or supported by such third parties and may interfere with the operations of or void warranties for such third party products and/or services. Samsara reserves the right to modify, terminate, or discontinue the Pre-Launch Offerings at any time in its sole discretion, for any reason, with or without notice, and without liability to Customer, and has no obligation to make any Pre-Launch Offerings generally available to Samsara customers. If Samsara decides in its sole discretion to make a Pre-Launch Offering generally available to Samsara customers as a new Product or part of an existing Product, Samsara may discontinue making such offering available to Customer as a Pre-Launch Offering at that point in time. Customer acknowledges and agrees that any continued usage after such discontinuation date will require that the Customer purchase or have already purchased the applicable Product under an Order Form and pay any additional amounts owed for such purchase. Except as explicitly set forth otherwise in this Section 7.2, Pre-Launch Offerings are subject to the same terms and conditions as are applicable to a "Product" under these Terms.

7.3. Feedback. Customer agrees to use commercially reasonable efforts to provide feedback regarding the Products to Samsara. Customer acknowledges and agrees that any comments, suggestions, ideas, other information, and/or other feedback related to the Products provided to Samsara, whether directly through the Products or through other means (e.g., surveys, emails, testing, and/or other communications)

(collectively, “**Feedback**”) may be used by Samsara for research and development purposes. Such Feedback shall not be treated as “Customer Data” unless it is uploaded or processed within the Products. Customer further agrees that Samsara shall have all rights, title, and interest in and to all Feedback provided by Customer or a third party acting on behalf of Customer to Samsara. Customer hereby irrevocably transfers and assigns to Samsara all right, title, and interest it may have in such Feedback, and Samsara hereby accepts such transfer.

8. Payment, Shipping, and Delivery.

8.1 Payment. Customer’s payment and billing terms are set forth in the Order Form. Unless otherwise set forth in the applicable Order Form, (i) fees are payable by wire transfer; (ii) all transfers are subject to a processing fee up to 3%, subject to applicable law, unless the wire transfer is initiated by Customer via ACH, in which case the processing fee shall be waived; (iii) late payments are subject to a 1.5% per month late fee; and (iv) if license payments are delinquent by 30 days, Samsara may suspend the Service until late payments are remitted. Further, unless otherwise set forth herein or in the applicable Order Form, all payments made to Samsara under an Order Form are non-refundable. Samsara may submit Customer contact information and information related to the timeliness of Customer’s payments to credit rating, credit reporting, or similar agencies. If Customer makes a payment without specifying to which invoice it applies, Samsara reserves the right to apply such payment to any outstanding Customer invoice(s). Customer is responsible for all payments of applicable taxes, levies, duties, or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, “Taxes”), however designated or incurred under these Terms. If Samsara has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, Samsara will invoice Customer, and Customer shall reimburse Samsara for any taxes paid or payable on behalf of Customer. Unless required by applicable law, Samsara will not provide retroactive Tax refunds or credits to Customer. Subject to applicable legal requirements, any Tax refund or credits provided to Customer shall be at Samsara’s sole discretion, and Samsara reserves the right to charge the Customer reasonable fees and costs associated with processing such Tax refund or credit.

8.2 Shipment and Delivery. All shipments are FOB (2010) Origin, Freight Prepaid, and Charged Back. Customer is solely responsible for confirming that each “Ship To” delivery address set forth in an Order Form is accurate, is in a country for which Samsara supports direct sales, and that any individual accepting delivery at that address is authorized to do so on Customer’s behalf. Samsara shall have no obligation to ship Products to any unsupported countries. Samsara may ship Hardware under an Order Form subject to a schedule as mutually agreed between the Parties or as determined by Samsara. If Hardware under an Order Form is shipped in multiple shipments, the Samsara Software license term associated with Hardware shipped after the initial shipment will be set to expire on the same date as the Samsara Software license term associated with Hardware shipped in the initial shipment. The total cost of the Samsara Software licenses associated with such Hardware shipped after the initial shipment will be pro-rated based on their actual license term, rounded up to the nearest month, as compared to the full Samsara Software license term under such Order Form. Certain payment amounts set forth in an Order Form assume that all Hardware under such Order Form is shipped at the same time and are subject to potential reduction by Samsara based on the actual schedule of Hardware shipment.

9. Accounts. Customer shall be solely responsible for administering and protecting Accounts. Customer agrees to provide access to the licensed Samsara Software only to Authorized Users, and to require such Authorized Users to keep Account login information, including user names and passwords, strictly confidential and not provide such Account login information to any unauthorized parties. Customer is solely responsible for monitoring and controlling access to the licensed Samsara Software and maintaining the confidentiality of Account login information and any provided API tokens. In the event that Customer or any Authorized User becomes aware that the security of any Account login information has been compromised, Customer shall immediately notify Samsara and de-activate such Account or change the Account’s login information. Authorized Users may only use the licensed Samsara Software strictly on behalf of Customer

and subject to the terms and conditions applicable to Customer herein. Customer is responsible and liable for any breach by an Authorized User of his or her obligations hereunder.

10. Customer Data.

10.1. Ownership and Usage. Customer Data is accessible via the licensed Samsara Software. Customer owns all Customer Data, and Samsara shall keep Customer Data confidential. Customer hereby grants to Samsara a non-exclusive, transferable, sublicenseable, worldwide, royalty-free license to use, copy, modify, create derivative works based upon, display, and distribute Customer Data in connection with operating, supporting, improving, and providing the Products, including for anonymized and/or aggregated reporting and use. The foregoing right to use Customer Data shall survive the termination of these Terms, unless legally prohibited or Customer requests in writing upon termination that such use be limited to non-personally-identifiable data. Samsara will maintain reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data. Samsara shall not share Customer Data without Customer's prior written consent, except when the release of data is compelled by law or permitted herein. Customer may export Customer Data at any time during the term of these Terms through the export features in the Samsara dashboard or via the Samsara API. Customer acknowledges that some information may not be exportable via the Samsara dashboard or the API. If the applicable Samsara Software license terminates or expires and Customer does not renew, the applicable Customer Data may be immediately deleted.

10.2. Customer Data Representation and Warranty. Customer represents and warrants that: (i) Customer will obtain all rights and provide any disclosures to or obtain any consents, approvals, authorizations and/or agreements from any employee or third party that are necessary for Samsara to collect, use, and share Customer Data and Feedback in accordance with these Terms (ii) no Customer Data or Feedback infringes upon or violates any individual or entity's intellectual property rights, privacy, publicity or other proprietary rights and (iii) Customer will adhere to all applicable state, federal and local laws and regulations in the conduct of its business in relation to Samsara and its receipt and use of the Products. EXCEPT TO THE EXTENT LEGALLY PROHIBITED FROM TAKING ON INDEMNIFICATION OBLIGATIONS, YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS SAMSARA AND, IF RELEVANT, ITS SUBPROCESSORS AGAINST ANY LIABILITIES, DAMAGES, DEMANDS, LOSSES, CLAIMS, COSTS, FEES (INCLUDING LEGAL FEES), AND EXPENSES IN CONNECTION WITH ANY THIRD-PARTY LEGAL OR REGULATORY PROCEEDING ARISING FROM ANY ACT OR OMISSION OF THE CUSTOMER IN RELATION TO CUSTOMER INSTRUCTIONS OR FROM THE CUSTOMER'S BREACH OF THIS SECTION 10.2.

10.3. Data Protection Addendum. The "**Data Protection Addendum**" at <https://www.samsara.com/data-protection-addendum> sets forth the Parties' agreement with respect to the terms governing any Processing of Personal Data by Samsara on the Customer's behalf pursuant to these Terms. The Data Protection Addendum forms part of these Terms and supersedes any prior agreements regarding Customer Personal Data. The terms "**Processing**", "**Personal Data**", and "**Customer Personal Data**" used in this Section are all defined in the Data Protection Addendum. To the extent any provisions contained herein conflict with any provisions in the Data Protection Addendum, the provisions contained herein shall apply, provided that the provisions herein are in compliance with applicable data protection laws.

10.4. Indemnification. Samsara will defend (or settle), at its expense, any third-party action, suit, or proceeding against Customer ("Claim") to the extent such Claim directly arises out of a Personal Data Breach caused by a material breach of Samsara's data privacy obligations under the Data Protection Addendum, and will indemnify Customer for any costs, damages, and reasonable attorneys' fees attributable to such Claim that are awarded against Customer.

11. Confidentiality.

11.1. Confidential Information. “**Confidential Information**” means any technical, financial, or business information disclosed by one Party to the other Party that: (i) is marked or identified as “confidential” or “proprietary” at the time of such disclosure; or (ii) under the circumstances, a person exercising reasonable business judgment would understand to be confidential or proprietary. Samsara Confidential Information includes any information related to the Products, including the pricing and payment terms thereof, Pre-Launch Offerings, Samsara Software Systems, or Samsara customers or partners, and any data or information that Samsara provides to Customer in the course of providing the Products to Customer. Customer Confidential Information includes Customer Data and any data or information that Customer provides to Samsara for the purpose of evaluating, procuring, or configuring the Services (for example, makes and models of vehicles or equipment, vehicle routes, or similar information). Confidential Information excludes information that: (i) is now or hereafter becomes generally known or available to the public, through no breach of the receiving Party’s confidentiality obligations; (ii) was known, without restriction as to use or disclosure, by the receiving Party prior to receiving such information from the disclosing Party; (iii) is acquired by the receiving Party from a third party who has the right to disclose it and who provides it without restriction as to use or disclosure; or (iv) is independently developed by the receiving Party without use or knowledge of or reference to any Confidential Information of the disclosing Party.

11.2. Confidentiality Obligations. The receiving Party agrees: (i) to maintain the disclosing Party’s Confidential Information in strict confidence; (ii) not to disclose such Confidential Information to any third parties (except for any Affiliates, employees, agents or third party service providers of receiving Party in performing under these Terms under reasonable confidentiality obligations, or except as authorized by disclosing Party); and (iii) not to use any such Confidential Information for any purpose except to perform under these Terms or as authorized by the disclosing Party. Notwithstanding anything to the contrary in these Terms, the receiving Party may disclose the disclosing Party’s Confidential Information to the extent required by law or regulation, including any applicable public record request laws provided that, unless prohibited by applicable law or regulation, the receiving Party uses reasonable efforts to give the disclosing Party advance notice of such requirement and reasonably cooperates with the disclosing Party at the disclosing Party’s expense in preventing, limiting, or protecting such disclosure.

## 12. Proprietary Rights.

12.1. Services. Samsara and its licensors exclusively own all right, title and interest in and to the Services, including all associated intellectual property rights. Customer acknowledges that the Services are protected by patent, copyright, trademark, and other laws of the United States and foreign countries. Customer agrees not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services. Customer shall and hereby does irrevocably transfer and assign to Samsara all right, title, and interest it may have in the Services to Samsara and Samsara hereby accepts such transfer. No ownership rights are being conveyed to Customer under these Terms. Except for the express rights granted herein, Samsara does not grant any other licenses or access rights, whether express or implied, to any other Samsara software, services, technology or intellectual property rights.

12.2. Firmware. The Firmware is licensed, not sold. Except in the case of a free trial and subject to the Product Trial Hardware Returns section of the Hardware Warranty and RMA Policy, Customer owns the physical title to the Hardware that Customer has purchased or has otherwise acquired in relation to an Order Form. Samsara and its licensors exclusively own all intellectual property rights in the Hardware. Samsara further retains ownership of the Firmware, including all intellectual property rights therein. Customer acknowledges that the Firmware is protected by patent, copyright, trademark, and other laws of the United States and foreign countries. Samsara reserves all rights in the Firmware not expressly granted to Customer in these Terms. Customer acknowledges and agrees that portions of the Firmware, including but not limited to the source code and the specific design and structure of individual modules or programs, constitute or contain trade secrets of Samsara and its licensors.

13. **Connectivity Data Usage.** A Samsara Software license only includes connectivity data to the extent such license SKU is identified as including connectivity data and sets forth the amount of connectivity data included. To the extent connectivity data is included in a Samsara Software license, connectivity between the applicable Hardware and the licensed Samsara Software does not count towards the included connectivity data cap. Samsara reserves the right to limit access to personal entertainment streaming services through the Hardware connectivity. Connectivity data usage above any included connectivity data cap may result in the reduction of connection speeds, the restriction of connectivity, the interruption of connectivity, or some combination thereof. Restriction or interruption of connectivity will not impact the function of hours of service logs. Customer may track any included connectivity data usage from the “Gateways” page within the “Settings” section of the Hosted Software dashboard.
14. **Non-Samsara Products.** The Products may contain links to or have the ability to integrate or interoperate with, import or export data to or from, provide access to, or be accessed by Non-Samsara Products (collectively, “Non-Samsara Product Integrations”). If Customer opts to use any Non-Samsara Product Integrations, including but not limited to with respect to the exchange of data between Products and Non-Samsara Products, Customer agrees to: (i) assume sole responsibility for and all risk arising from Customer’s use of Non-Samsara Product Integrations and the content, functionality, or availability of any Non-Samsara Products, including waiving and releasing Samsara from any claims directly or indirectly related thereto; and (ii) except to the extent legally prohibited from taking on indemnification obligations, without limitation, defend, indemnify, and hold harmless Samsara from any third party claims directly or indirectly arising from or related to Customer’s use of any Non-Samsara Product Integrations. SAMSARA PROVIDES NON-SAMSARA PRODUCT INTEGRATIONS “AS IS” WITHOUT WARRANTY OF ANY KIND AND ONLY AS A CONVENIENCE.
15. **Publicity.** Customer hereby grants Samsara permission to use the Customer name and logo on Samsara’s website, press releases, customer lists, SEC filings, earnings calls, and investor and marketing materials to list Customer as a customer. However, Samsara will not use Customer’s name, trademarks, or logos in any other way without Customer’s prior consent. Customer agrees to abide by the terms of Samsara’s Marks Usage Agreement available at <https://www.samsara.com/resources/brand-assets/>.
16. **Term.** The term of these Terms begins upon the date on which you accept these Terms, by clicking a box indicating your acceptance, by executing an Order Form or other contract that references these Terms, by purchasing Products or otherwise entering into an Order Form or other contract with Samsara, a Samsara reseller, or any other entity or individual for the purchase of Products or under which Products are made available to you, or by otherwise accessing and/or using the Products, whichever is the earliest, and shall continue until (i) the License Expiration Date for the last active Order Form or other contract you entered into for the purchase of Products or under which Products are made available to you, (ii) you are no longer authorized to access and/or use the Products, or (iii) these Terms are otherwise terminated earlier as provided hereunder, whichever is earliest.
- 16.1. **Renewal.** Unless you notify Samsara in writing of your intent to cancel auto-renewal of the applicable Order Form or other contract you entered into for the purchase of Products or under which Products are made available to you at least thirty (30) days prior to the License Expiration Date, Samsara will renew your license term for the applicable or substantially equivalent Products, effective on the License Expiration Date, for a period of one year. Subject to Samsara’s renewal rights set forth in the foregoing sentence, you and Samsara may mutually agree to enter into a new Order Form to renew your license term upon the License Expiration Date, which new Order Form may include additional or different Products or license terms to the extent mutually agreed. If Samsara auto-renews your license term without Customer’s execution of a new Order Form as described in the first sentence of this paragraph, your payment method will remain the same as indicated on the applicable original Order Form (e.g., monthly if you were allowed monthly payments, or yearly if you were allowed annual payments or upfront payment). If your license term is renewed after termination of the immediately preceding license term and Samsara in its sole discretion allows you to continue using the applicable Products during such interim period, these Terms shall apply to such use, and Samsara reserves the right (i) to charge you for such use at the renewal license pricing (and Customer agrees

to immediately pay such amounts) and (ii) to have the License Start Date for the renewal license start the day after expiration of the immediately preceding license term. Please email [renewals@samsara.com](mailto:renewals@samsara.com) for any questions regarding automatic renewal.

16.2. Termination. Samsara may terminate these Terms, any Order Form, and your access to and use of the Samsara Software at its sole discretion, at any time upon notice to you. However, if Samsara so terminates for its convenience and not as otherwise set forth in these Terms or the applicable Order Form or due to your breach thereof, then Samsara will provide you with a Refund. Unless otherwise set forth herein or in the applicable Order Form, an Order Form, including any renewal Order Forms, cannot be terminated prior to the applicable License Expiration Date.

16.3. Termination for Non-Appropriation of Funds. As a public sector entity, Customer undergoes a fiscal budgeting appropriations process. The continuation of an Order Form one (1) year after the license start date and annually thereafter is contingent upon the appropriation of sufficient funds by Customer. If sufficient funds fail to be appropriated by Customer to provide for the continuation of the applicable Order Form for Customer's then-subsequent fiscal year, Customer agrees to use good faith efforts to (i) secure additional funds and/or reappropriate funds sufficient to satisfy the amounts set forth in the Order Form, or (ii) if subsection (i) is not possible, and subject to Samsara's prior written approval, modify and/or reduce Customer's purchase under the applicable Order Form such as to maximize the use of available funds. If none of the foregoing remedies are available, Customer may terminate such Order Form with prior written notice, provided that Customer furnishes to Samsara official documentation sufficient in Samsara's reasonable discretion to document such non-appropriation of funds and Customer's good faith efforts to pursue the alternative remedies set forth in the previous sentence, executed by Customer's duly authorized representative. Such applicable termination will be effective as of the later of the date of the beginning of such subsequent fiscal year and the end of the then-current annual license period. If Customer so terminates such Order Form, Samsara shall be entitled to payment of and for: a termination fee equal to the license fees associated with a sixty (60)-day period for all Products under such Order Form at the date of such termination; all amounts due as of the date of termination; deliverables in progress; liabilities, fees, or costs caused by such termination including for obligations that extend beyond the date of termination; and reasonable Order Form close-out costs.

16.4. Effect of Termination. Upon any termination or expiration of these Terms, the following Sections of these Terms will survive: 5 (License Restrictions), 7.2 (Pre-Launch Offerings), 7.3 (Feedback), 8 (Payment, Shipping, and Delivery), 10 (Customer Data), 11 (Confidentiality), 12 (Proprietary Rights), 16 (Term), 17 (Warranty Disclaimers), 18 (Limitation of Liability), 19 (Dispute Resolution), 20 (Governing Law), and 21 (General Terms). At the Customer's request, and subject to Samsara's data retention and backup policies, Samsara shall delete and remove any Customer Data on the Hosted Software.

## 17. Warranty and Warranty Disclaimers.

17.1. Hardware Warranty. Samsara provides a Hardware warranty as set forth in the Hardware Warranty Policy section of its Hardware Warranty and RMA Policy.

17.2. Warranty Disclaimers. EXCEPT AS EXPRESSLY PROVIDED UNDER THE LIMITED HARDWARE WARRANTY PROVIDED UNDER SECTION 17.1 (HARDWARE WARRANTY), THE PRODUCTS ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, SAMSARA EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. ACTIVE DRIVER AND PERSONNEL SUPERVISION IS REQUIRED EVEN WHEN THE PRODUCTS ARE IN USE, AND THE PRODUCTS ARE NOT A CRASH OR ACCIDENT AVOIDANCE OR PREVENTION SYSTEM. CUSTOMER IS SOLELY RESPONSIBLE FOR ANY AND ALL SPEEDING, TOLLS, AND OTHER TRAFFIC OR LEGAL VIOLATIONS FOR ITS VEHICLES AND EQUIPMENT EVEN WHEN THE PRODUCTS ARE IN USE. THE CUSTOMER ACKNOWLEDGES AND AGREES THAT THE PRODUCTS ARE NOT A SUBSTITUTE FOR SAFE AND LAWFUL DRIVING AND EQUIPMENT USE OR OTHER APPROPRIATE PERSONNEL OR WORKPLACE CONDUCT AS APPLICABLE AND THAT CUSTOMER

SHALL NOT USE THE PRODUCTS AS A CRASH OR ACCIDENT AVOIDANCE OR PREVENTION SYSTEM. Samsara makes no warranty that the Products will meet Customer's requirements or be available on an uninterrupted, secure, or error-free basis. Samsara makes no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness or reliability of any analytics or Customer Data.

18. Limitation of Liability.

18.1. No Consequential Damages. NEITHER SAMSARA NOR CUSTOMER NOR ANY OTHER ENTITY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE PRODUCTS WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE PRODUCTS, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE OTHER PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS LEGALLY PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY.

18.2. Cap. EXCEPT FOR (i) ANY EXPRESS INDEMNIFICATION OBLIGATION SET FORTH IN IN THIS AGREEMENT, (ii) CUSTOMER'S BREACH OF SECTION 5 (LICENSE RESTRICTIONS), (iii) A BREACH OF SECTION 7.2 OR SECTION 10.2 BY CUSTOMER, AND (iv) CUSTOMER'S PAYMENT OBLIGATIONS UNDER AN ORDER FORM, IN NO EVENT WILL EITHER PARTY'S TOTAL AGGREGATE LIABILITY, INCLUDING TO THE OTHER PARTY AND ANY OF ITS AFFILIATES, ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE PRODUCTS EXCEED THE AMOUNTS CUSTOMER HAS PAID TO SAMSARA HEREUNDER DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE DAMAGE, OR IF CUSTOMER HAS NOT HAD ANY PAYMENT OBLIGATIONS TO SAMSARA (FOR EXAMPLE THROUGH A FREE TRIAL), ONE HUNDRED DOLLARS (\$100).

18.3. THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN SAMSARA AND CUSTOMER.

19. Indemnification. Samsara will defend (or settle), at its expense, any actual or threatened third-party action, suit or proceeding against Customer ("Claim") to the extent such Claim is based on an allegation that Samsara's Products or any part thereof, as of its delivery date under this Agreement, infringes a valid United States patent or copyright or misappropriates a third party's trade secret, and will indemnify Customer for any costs, damages and reasonable attorneys' fees attributable to such Claim that are awarded against Customer. Samsara's obligations under this section are contingent upon: (a) Customer providing Samsara with prompt written notice of such Claim; (b) Customer providing reasonable cooperation to Samsara, at Samsara's expense, in the defense and settlement of such Claim; and (c) Samsara having sole authority to defend or settle such Claim. In the event that Samsara's right to provide the Products is enjoined or in Samsara's reasonable opinion is likely to be enjoined, Samsara may obtain the right to continue providing the Products, replace or modify the Products so that it becomes non-infringing, or, if such remedies are not reasonably available, terminate this Agreement without liability to Customer and Customer will be provided a Refund. THE FOREGOING STATES THE ENTIRE OBLIGATION OF SAMSARA AND ITS LICENSORS WITH RESPECT TO ANY ALLEGED OR ACTUAL INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS BY THE PRODUCTS. Samsara will have no liability under this section to the extent that any Claim results from: (a) modifications to the Products made by a party other than Samsara or a party acting on Samsara's behalf; (b) the combination, operation or use of the Products with equipment, devices, software or data not supplied by Samsara; (c) Customer's failure to use updated or modified versions of the Products provided by Samsara; (d) Samsara's compliance with any designs, specifications or plans provided

by Customer; or (e) Customer's use of the Products other than in accordance with this Agreement or any Documentation.

## 20. Dispute Resolution.

20.1. Arbitration. Unless Customer is legally prohibited by law from resolving disputes by arbitration, any dispute arising from or relating to these Terms or Customer's use of the Products that cannot be resolved by the Parties within a period of sixty (60) days after notice of a dispute has been given by one Party hereunder to the other, shall be finally and exclusively settled in one of the following venues at Samsara's election: (i) confidential arbitration in the JAMS location nearest to the county in which Customer has its principal place of business using the English language in accordance with the Arbitration Rules and Procedures of the Judicial Arbitration and Mediation Services, Inc. ("**JAMS Rules**") then in effect, by one or more commercial arbitrator(s) with substantial experience in resolving complex commercial contract disputes; or (ii) the state or federal courts located in or nearest to the county in which the Customer has its principal place of business. If Samsara elects to arbitrate a dispute, the Parties agree that such arbitrator(s) shall have full authority to award preliminary and permanent injunctive relief, damages, and any other relief available in law, at equity, or otherwise pursuant to applicable law and that any emergency arbitrator(s) appointed in accordance with the JAMS Rules shall have authority to grant emergency relief in accordance with such rules.

20.2. Class Action Waiver. Except to the extent prohibited by applicable law, any proceedings to arbitrate or resolve any dispute arising from or relating to these Terms or Customer's use of the Products in any forum will be conducted solely on an individual basis and not as a class action, consolidated action, private attorney general action, or other representative action. You expressly waive your right to file a class action, participate in a class action, or seek relief on a class basis. Unless Samsara agrees in writing otherwise, the arbitrator or other adjudicator will not consolidate more than one person or entity's claims.

21. Governing Law. These Terms and any action related thereto will be governed by the laws of the state of Nebraska without regard to its conflict of laws provisions. Exclusive jurisdiction and venue for actions arising from or related to these Terms or Customer's use of the Products will be the state and federal courts located in or nearest to Sarpy County, Nebraska, and both Parties consent to the jurisdiction of such courts with respect to any such actions.

## 22. General Terms.

22.1. Entire Agreement. These Terms together with any applicable Order Form constitute the entire and exclusive understanding and agreement between Samsara and you regarding the Products and the subject matter hereof, and these Terms supersede and replace any and all prior oral or written understandings or agreements between Samsara and you regarding the Products and the subject matter hereof. The Customer acknowledges and agrees that, in entering into this Agreement, it has not relied on, nor has it been induced to enter into this Agreement by, any representation, warranty, statement, or assurance made or given by or on behalf of Samsara, other than those expressly set forth in this Agreement. To the maximum extent permitted by applicable law, Customer further acknowledges and agrees that the only remedies available for breach of any such express warranties or representations are those expressly provided for within this Agreement. For clarity, the Parties agree that any of Customer's click-through, hyperlinked, or similar boilerplate or standard terms and conditions, including those associated with Customer payment portals or onboarding of Samsara as a Customer vendor, are void and have no effect, notwithstanding anything to the contrary in such terms and conditions. If there is a conflict between the terms of an Order Form and these Terms, then the terms of the Order Form controls over these Terms; provided that, to the extent applicable, (a) if a purchase or procurement under a Purchase Order is also documented by a Quote, notwithstanding anything to the contrary in these Terms or the applicable Purchase Order, (i) to the extent there is a conflict between such Purchase Order and such Quote, the terms of the Quote shall prevail, and no additional terms included in such Purchase Order that are not included in such Quote shall apply; and (ii) Customer shall

ensure such Purchase Order references, and reflects identical terms and conditions to, such Quote; and (b) for Purchase Orders issued by a Samsara reseller where the applicable purchase or procurement of Products is not also documented by a Quote, notwithstanding anything to the contrary in these Terms, the reseller agreement between such reseller and Samara, or the applicable Purchase Order, to the extent there is a conflict between such Purchase Order and such reseller agreement, the terms of the reseller agreement shall prevail, and no additional terms included in such Purchase Order that are not included in such reseller agreement shall apply. Any Purchase Order is solely for Customer's convenience in record keeping, and the existence of a Purchase Order or any delivery of Products to Customer following receipt of any Purchase Order shall not be deemed an acknowledgement of or agreement to any terms or conditions associated with any such Purchase Order or in any way be deemed to modify, alter, supersede or supplement the Agreement or the applicable Quote. If for any reason a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect. You may not assign or transfer these Terms, by operation of law or otherwise, without Samsara's prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null. Samsara shall not assign or transfer these Terms without Customer's written consent, except that Samsara may assign this Agreement in connection with a merger, reorganization, acquisition or other transfer of all or substantially all of its assets and/or voting securities. Subject to the foregoing, these Terms will bind and inure solely to the benefit of the Parties, their successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity or Party Affiliate, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms. Any notices or other communications provided by Samsara under these Terms, including those regarding modifications to these Terms, will be given: (i) via email; (ii) by posting to Samsara's website; or (iii) by posting to the Services. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted. Either Party's failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of both Parties. Except as expressly set forth in these Terms, the exercise by either Party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

22.2. Acceptable Use. Customer may not, and may not allow any third-party including its Authorized Users to, (a) use the Products: (i) for any inappropriate, improper, discriminatory, illegal, or otherwise harmful purpose (e.g., unauthorized tracking or recording e.g., after the transfer or sale of Equipment) or (ii) to violate, or encourage the violation of, the legal rights of others; or (b) engage in abusive, harassing, threatening, offensive, stalking, or otherwise improper conduct towards any individual or entity, including but not limited to Samsara or its employees, agents, service providers, partners, or other customers. To report any potential misuse or violation, please email [abuse@samsara.com](mailto:abuse@samsara.com) or submit an anonymous concern via <https://samsara-external.allvoices.co/>.

22.3. Export Restrictions. Customer shall not use the Products in violation of applicable export control or sanctions laws of the United States or any other applicable jurisdiction. Customer shall not use the Products if Customer is or is working on behalf of any restricted person or entity, including those listed on the U.S. Treasury Department's list of Specially Designated Nationals, the U.S. Department of Commerce Denied Person's List or Entity List, the State Department's Debarred list, or similar denied parties list without prior authorization by the U.S. Government. Customer shall not export, re-export, or transfer the Products if for use directly or indirectly in any prohibited activity described in Part 744 of the U.S. Export Administration Regulations, including certain nuclear, chemical or biological weapons, rocket systems or unmanned air vehicle end-uses.

22.4. Force Majeure. Samsara is not liable or responsible, nor shall be deemed to have defaulted under or breached these Terms, for any failure to perform or delay in performing its obligations under these Terms due to an event of force majeure. An event of force majeure is any event or circumstance beyond Samsara's reasonable control, such as war, hostilities, act of God, earthquake, flood, fire, or other natural disaster, strike or labor conditions, material shortage, epidemic, disease, government action, or failure of utilities, transportation facilities, or communication or electronic systems.

22.5. Reserved.

22.6. Contact Information. If you have any questions about these Terms or the Products, please contact Samsara at [info@samsara.com](mailto:info@samsara.com).

IN WITNESS WHEREOF, the Parties hereto have agreed to the Terms as of the date last executed below.

**SAMSARA INC.:**

**City of Bellevue:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16o.  
10/21/2025

COUNCIL MEETING DATE: <b>October 21, 2025</b>		SUBMITTED BY: <b>LEGAL</b>	
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:

**CONSENT TO COLLATERAL ASSIGNMENT OF TAX INCREMENT NOTE AND REDEVELOPMENT AGREEMENT**

SYNOPSIS/BACKGROUND:

MRES Ascend Holdings, the owner of the Ascend on 75 Apartments, is intending to close a Fannie Mae loan and lender requires that the existing TIF be collaterally assigned to them as security for the loan. The attached is the Fannie Mae form of collateral assignment, which requires consent from the issuing City/Authority.

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="MRES Ascend Holdings"/>	INTERLOCAL AGREEMENT: <input type="text" value="N/A"/>
CONTRACT DESCRIPTION: <input type="text" value="CONSENT TO COLLATERAL ASSIGNMENT OF TAX INCREMENT NOTE AND REDEVELOPMENT AGREEMENT"/>		
CONTRACT EFFECTIVE DATE: <input type="text" value="N/A"/>	CONTRACT TERM: <input type="text" value="N/A"/>	CONTRACT END DATE: <input type="text" value="N/A"/>
PROJECT NAME: <input type="text" value="N/A"/>		
START DATE: <input type="text" value="N/A"/>	END DATE: <input type="text" value="N/A"/>	PAYMENT DATE: <input type="text" value="N/A"/>
INSURANCE REQUIRED: <input type="text" value="N/A"/>		
CIP PROJECT NAME: <input type="text"/>	CIP PROJECT NUMBER: <input type="text"/>	
STREET DISTRICT NAME (S): <input type="text"/>		STREET DISTRICT NUMBER (S): <input type="text"/>
ACCOUNTING DISTRIBUTION CODE: <input type="text"/>	ACCOUNT NUMBER: <input type="text"/>	

RECOMMENDATION:

Approve and authorize the Mayor to sign the Consent to Collateral Assignment of Tax Increment Note and Redevelopment Agreement.

ATTACHMENTS:

1. <input type="text" value="CONSENT"/>	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: 

**CONSENT TO COLLATERAL ASSIGNMENT OF TAX INCREMENT NOTE AND  
REDEVELOPMENT AGREEMENT**

LUMENT REAL ESTATE CAPITAL, LLC, a Delaware limited liability company (“**Lender**”) has agreed, subject to the satisfaction of certain terms and conditions, to make a loan in the original principal amount of **\$13,989,000.00** (the “**Mortgage Loan**”) to **MRES ASCEND HOLDINGS, LLC**, a Nebraska limited liability company (“**Borrower**”), which loan is or will be secured by a lien on that certain multifamily residential apartment project known as Ascend on 75 located at 1208 Childs Rd W, Bellevue, Nebraska 68147 (the “**Mortgaged Property**”). Lender is requiring this Consent to Collateral Assignment of Tax Increment Note and Redevelopment Agreement (the “**Consent**”) as a condition to making the Mortgage Loan.

The **CITY OF BELLEVUE, NEBRASKA**, a Nebraska municipal corporation (the “**Authority**”), hereby consents to the collateral assignment by Borrower of (1) that certain **Redevelopment Agreement** (the “**Redevelopment Agreement**”) between the Authority and Borrower and (2) that certain **Redevelopment Note** in the original principal amount of \$1,853,782.00 in favor of Borrower, as payee and holder, dated March 16, 2021 (the “**TIF Note**”), from the Authority, as Maker, pursuant to the terms of that certain Collateral Assignment of Tax Increment Note and Redevelopment Agreement from Borrower to Lender, dated as of October \_\_, 2025 (the “**Assignment**”), for the purpose of (i) securing the Mortgage Loan, (ii) assigning the Redevelopment Agreement to Lender as collateral for the Mortgage Loan as provided in the Assignment, and (iii) redirecting the payments under the TIF Note directly to Lender in accordance with the Assignment after Lender’s written demand has been delivered to the Authority in the manner set forth in the Redevelopment Agreement. Until such time that Lender succeeds to Borrower’s interest under the Redevelopment Agreement and TIF Note pursuant to the terms of the Assignment, the Authority agrees that Lender shall not be deemed to have assumed any of the obligations or liabilities under the Redevelopment Agreement or TIF Note, nor shall Lender be liable to the Authority by reason of any default by any party under the Redevelopment Agreement or TIF Note. At such time that Lender succeeds to Borrower’s interest under the Redevelopment Agreement, Lender’s liability shall be strictly limited to acts and omissions of Lender occurring during the period of ownership and operation of the Mortgaged Property and the improvements located thereon by Lender.

**(1) The Authority Representations and Warranties.**

The Authority hereby represents and warrants to Lender that:

(a) it has the right to exercise and deliver this Consent under the terms of the Redevelopment Agreement and the TIF Note. The execution of this Consent and performance and observance of its terms have been duly authorized by necessary company action and do not contravene or violate any provision of the Authority’s organizational documents;

(b) to the knowledge of the Authority, Borrower has made no prior assignments of the TIF Note or Redevelopment Agreement;

(c) the Redevelopment Agreement and the TIF Note are in full force and effect, subject to no defenses, setoffs or counterclaims; and there exists no event, condition or occurrence that would cause the Redevelopment Agreement or the TIF Note to be subject to any defenses, setoffs or counterclaims;

(d) the Authority has performed all of its obligations under the Redevelopment Agreement and the TIF Note and there exists no event, condition or occurrence which constitutes, or which with notice and/or the passage of time would constitute, a breach of or default under any terms or conditions of the Redevelopment Agreement or the TIF Note; and

(e) the Authority has not delivered any notice to Borrower of the Authority's intention to prepay all or any portion of the TIF Note in advance of the regularly scheduled payments thereunder.

**(2) The Authority Covenants Regarding Collateral Assignment of Tax Increment Note And Redevelopment Agreement.**

The Authority hereby covenants and agrees:

(a) to faithfully observe and perform all of the obligations and agreements of the TIF Note and Redevelopment Agreement, if any;

(b) not to do any act which would destroy or impair the security afforded to Lender under the Assignment;

(c) to simultaneously deliver to Lender a copy of each notice delivered by the Authority to Borrower pursuant to the Redevelopment Agreement and the TIF Note, including any notice relating to any default, alleged default, or potential default of Borrower, under and pursuant to the Redevelopment Agreement and the TIF Note; and

(d) not permit or consent to the amendment, modification, cancellation or surrender of the Redevelopment Agreement or the TIF Note without the prior written consent of Lender.

The Authority acknowledges and agrees that (i) the Authority is executing this Consent to induce Lender to make (A) the Mortgage Loan and (B) approve of the Redevelopment Agreement and TIF Note as additional security for the Mortgage Loan, and (ii) Lender will rely on the representations and agreements made by the Authority herein in connection with Lender's agreement to make the Mortgage Loan and the Authority agrees that Lender may so rely on such representations and agreements.

**[SIGNATURES CONTINUE ON NEXT PAGE]**

TIF Project Name: Ascend on 75

Executed \_\_\_\_\_, 2025.

**AUTHORITY:**

**CITY OF BELLEVUE, NEBRASKA**

By: \_\_\_\_\_ (SEAL)  
Name:  
Title:

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16p.  
10/21/2025

COUNCIL MEETING DATE: 10/21/2025		SUBMITTED BY: HR	
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:

Renewal of the City Employee Medical, Dental, Vision, Legal, Group Life, Group Voluntary Life and Long-Term Disability insurance for calendar year 2026.

SYNOPSIS/BACKGROUND:

The City provides subsidized healthcare insurance to qualified employees and retirees. The medical insurance subsidies for current employees are 92.5% for individual coverage and 82% for other coverage. There were no medical plan changes for covered employees and the administrator remains Blue Cross Blue Shield Nebraska. The City was faced with a high claims year and received an unusually high renewal rate. As such, it was recommended by FNIC that it is in the City's best interest to move to a fully self-funded plan. This allowed us to have a 0% medical premium increase with no plan design changes. The other ancillary benefits did not have any changes as they are entering year two of the 2-year agreement.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?:  Insuring Agreement COUNTER-PARTY:  FNIC, Coverys, BCBS INTERLOCAL AGREEMENT:  No

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE:  10/21/2025 CONTRACT TERM:  Calendar year 2026 CONTRACT END DATE:  12/31/2026

PROJECT NAME:

START DATE:  END DATE:  PAYMENT DATE:  INSURANCE REQUIRED:

CIP PROJECT NAME:  CIP PROJECT NAME:

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

ACCOUNTING DISTRIBUTION CODE:  ACCOUNT NUMBER:  5301-5305

RECOMMENDATION:

Approve renewal of employee insurance plans and premiums for 2026

ATTACHMENTS:

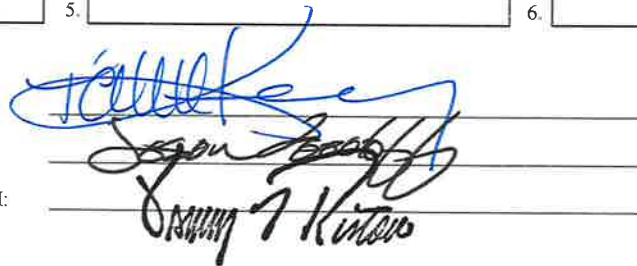
1. <input type="text"/> Summary of changes	2. <input type="text"/> Proposal of insurance	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



# HEALTH INSURANCE PROPOSAL FOR 2026

## INSURANCE SUMMARY

Coverages and premiums for employees will remain the same in 2026 as 2025. The City will be moving from a Partial Self-funded plan to a Fully Self-Funded Medical Plan. Blue Cross Blue Shield will be the administrator and Coverys' will be the Stop Loss Carrier. The Stop Loss deductible will be 125K. Based on FNIC's Claims projection for 2026; of "expected" claims; the City would have a -5.03% decrease from 2025 (savings of \$361,256.00). Based on FNIC's claim projection Maximum; the City could experience an 11.03% Increase (\$816,456.00 Expense).

In-Network Deductibles & Out-of-Pocket Maximums for Employees remain the same.

### **In-network**

Individual deductible- \$250.00

Family deductible-\$500.00

Individual Out-of- Pocket Max.- \$1,000

Family Out-of- Pocket Max.- \$2,000

### **Out-of-Network**

Individual deductible \$10,000



Family deductible \$20,000

Individual Out-of-Pocket Max. \$14,000

Family Out-of-Pocket \$28,000.




**City of Bellevue**  
**Group Health Benefits and Rates**  
**Effective January 1, 2026**

Date Prepared:  
 October 16, 2025

 <b>fnic</b> Trusted insurance advisors		
<b>AM Best Carrier Rating</b>	A-	
<b>ELIGIBILITY</b>	Class 1: FT Employees working 30 hours per week Class 2: Retirees	
<b>WAITING PERIOD</b>	First of the month following 30 days of employment	
<b>BENEFIT SUMMARY</b>	<b>In-Network</b>	<b>Out-of-Network</b>
<b>Deductible</b>	<b>Embedded</b>	
Single	\$250	\$10,000
Family	\$500	\$20,000
<b>Office Visit Copay</b>		
Physician (PCP)	\$30 copay	Deductible & Coinsurance
Specialist	\$45 copay	Deductible & Coinsurance
<b>Hospital Visit</b>	Deductible & Coinsurance	Deductible & Coinsurance
<b>Co-Insurance</b>	50%	50%
<b>Out-of-Pocket</b>	<i>Includes deductible, coinsurance and copays</i>	
Single	\$1,000	\$14,000
Family	\$2,000	\$28,000
<b>Maximum Benefit</b>	Unlimited	
<b>Prescription Drug</b>	<b>PDL 40</b>	
Generic	\$10 copay	50% Coinsurance
Preferred Brand	\$30 copay	50% Coinsurance
Non-Preferred Brand	\$50 copay	50% Coinsurance
Specialty	\$100 copay	Not Covered
Mail Order	3x retail copay	Not Covered
<b>Routine Care</b>		
Adult Physicals	100% Covered	Deductible & Coinsurance
Preventive Care	100% Covered	Deductible & Coinsurance
<b>Short-Term Therapies</b>	<b>Visit Limitations May Apply</b>	
Spinal Manipulation (Chiropractic)	Deductible & Coinsurance	Deductible & Coinsurance
Physical, Speech, Occupational	Deductible & Coinsurance	Deductible & Coinsurance
Cardiac/Pulmonary Rehabilitation	Deductible & Coinsurance	Deductible & Coinsurance
<b>Mental Health / Substance Abuse</b>	<b>Prior Authorization Required</b>	
Outpatient - Office Visit	100% Covered	Deductible & Coinsurance
Outpatient - Other Services	Deductible & Coinsurance	Deductible & Coinsurance
Inpatient	Deductible & Coinsurance	Deductible & Coinsurance
<b>Emergency Care</b>	\$100 copay	In-network benefits apply
<b>Urgent Care</b>	\$50 copay	Deductible & Coinsurance
<b>Maternity</b>	Deductible & Coinsurance	Deductible & Coinsurance




**City of Bellevue**  
 Stop Loss Marketing Results - 12/12 Contract  
 Effective January 1, 2026

Date Prepared:  
 October 7, 2025

	 Assumes BCBS is the Administrator		 Assumes BCBS is the Administrator	
	Proposed 1/1/2026 - FIRM		Proposed 1/1/2026 - FIRM	
Stop Loss Carrier	ProSelect Insurance Company		ProSelect Insurance Company	
AM Best Rating	A		A	
Specific Contract	12/12		12/12	
Specific Coverages	Medical, Rx		Medical, Rx	
Specific Deductible	\$150,000		\$125,000	
Aggregate Contract	12/12		12/12	
Aggregate Coverages	Medical, Rx		Medical, Rx	
Annual Aggregate Maximum	\$1,000,000		\$1,000,000	
Aggregate Corridor	120%		120%	
Employees	Single	Family	Single	Family
	123	209	123	209
<b>PREMIUM</b>				
Specific	\$87.75	\$208.45	\$105.63	\$254.77
Aggregate	\$21.29	\$21.29	\$19.13	\$19.13
Total Premium Costs	\$109.04	\$229.74	\$124.76	\$273.90
<b>ADMINISTRATION</b>				
Pre-Cert	Included	Included	Included	Included
PPO	Included	Included	Included	Included
PPO Network	BCBS of Nebraska		BCBS of Nebraska	
Medical	\$6.00	\$6.00	\$6.00	\$6.00
Rx Rebate Credit	N/A	N/A	N/A	N/A
Broker Fee	\$6.25	\$6.25	\$6.25	\$6.25
Non-preferred Stop Loss Carrier	\$4.00	\$4.00	\$4.00	\$4.00
Total Admin Costs	\$16.25	\$16.25	\$16.25	\$16.25
Total Fixed Costs	\$125.29	\$245.99	\$141.01	\$290.15
Max Funding Factors (Claims)	\$878.29	\$2,370.97	\$856.89	\$2,313.21
Total Max Costs	\$1,003.58	\$2,616.96	\$997.90	\$2,603.36
Monthly Expected Claims	\$502,968.67		\$490,715.30	
Annual Expected Claims	\$6,035,624.00		\$5,888,583.60	
Monthly Maximum Claims	\$603,562.40		\$588,858.36	
Annual Maximum Claims	\$7,242,748.80		\$7,066,300.32	
Percentage Change				
Monthly Reinsurance Costs	\$61,427.58		\$72,590.58	
Annual Reinsurance Costs	\$737,130.96		\$871,086.96	
Percentage Change				
Monthly Admin. Costs	\$5,395.00		\$5,395.00	
Annual Admin. Costs	\$64,740.00		\$64,740.00	
Percentage Change				
Expected Monthly Total Cost	\$569,791.25		\$568,700.88	
Expected Annual Total Cost	\$6,837,494.96		\$6,824,410.56	
Monthly Max Costs	\$670,384.98		\$666,843.94	
Annual Max Costs	\$8,044,619.76		\$8,002,127.28	
Current Fully Insured Annual Premium (includes PSF funding)	\$7,148,793.72		\$7,148,793.72	
Percentage Change (Max Costs)	12.53%		11.94%	
Notes:	Quote is firm; Need Disclosure & App		Quote is firm; Need Disclosure & App	

**City of Bellevue**  
 Group Health Benefits and Rates - New Plan Expected vs. Maximum (Coversys)  
 Effective January 1, 2026

Date Prepared:  
 September 26, 2025

 Trusted insurance advisors		 Proposed 2026 Self-Funded Plan \$125,000 Specific (Coversys)			 Alternative 2026 Self-Funded Plan \$125,000 Specific (Coversys)				
AM Best Carrier Rating		A-			A-				
ELIGIBILITY		Class 1: FT Employees working 30 hours per week Class 2: Retirees			Class 1: FT Employees working 30 hours per week Class 2: Retirees				
WAITING PERIOD		First of the month following 30 days of employment			First of the month following 30 days of employment				
BENEFIT SUMMARY		In-Network		Out-of-Network		In-Network		Out-of-Network	
Deductible		Embedded				Embedded			
Single		\$250		\$10,000		\$250		\$10,000	
Family		\$500		\$20,000		\$500		\$20,000	
Office Visit Copay		\$30 copay		Deductible & Coinsurance		\$30 copay		Deductible & Coinsurance	
Physician (PCP)		\$45 copay		Deductible & Coinsurance		\$45 copay		Deductible & Coinsurance	
Specialist		Deductible & Coinsurance		Deductible & Coinsurance		Deductible & Coinsurance		Deductible & Coinsurance	
Hospital Visit		Deductible & Coinsurance		Deductible & Coinsurance		Deductible & Coinsurance		Deductible & Coinsurance	
Co-Insurance		50%		50%		50%		50%	
Out-of-Pocket		<i>Includes deductible, coinsurance and copays</i>				<i>Includes deductible, coinsurance and copays</i>			
Single		\$1,000		\$14,000		\$2,000		\$14,000	
Family		\$2,000		\$28,000		\$4,000		\$28,000	
Maximum Benefit		Unlimited				Unlimited			
Prescription Drug		PDL 40				PDL 40			
Generic		\$10 copay		50% Coinsurance		\$10 copay		50% Coinsurance	
Preferred Brand		\$30 copay		50% Coinsurance		\$30 copay		50% Coinsurance	
Non-Preferred Brand		\$50 copay		50% Coinsurance		\$50 copay		50% Coinsurance	
Specialty		\$100 copay		Not Covered		\$100 copay		Not Covered	
Mail Order		3x retail copay		Not Covered		3x retail copay		Not Covered	
Routine Care		100% Covered		Deductible & Coinsurance		100% Covered		Deductible & Coinsurance	
Adult Physicals		100% Covered		Deductible & Coinsurance		100% Covered		Deductible & Coinsurance	
Preventive Care		100% Covered		Deductible & Coinsurance		100% Covered		Deductible & Coinsurance	
Short-Term Therapies		Visit Limitations May Apply				Visit Limitations May Apply			
Spinal Manipulation (Chiropractic)		Deductible & Coinsurance		Deductible & Coinsurance		Deductible & Coinsurance		Deductible & Coinsurance	
Physical, Speech, Occupational		Deductible & Coinsurance		Deductible & Coinsurance		Deductible & Coinsurance		Deductible & Coinsurance	
Cardiac/Pulmonary Rehabilitation		Deductible & Coinsurance		Deductible & Coinsurance		Deductible & Coinsurance		Deductible & Coinsurance	
Mental Health / Substance Abuse		Prior Authorization Required				Prior Authorization Required			
Outpatient - Office Visit		100% Covered		Deductible & Coinsurance		100% Covered		Deductible & Coinsurance	
Outpatient - Other Services		Deductible & Coinsurance		Deductible & Coinsurance		Deductible & Coinsurance		Deductible & Coinsurance	
Inpatient		Deductible & Coinsurance		Deductible & Coinsurance		Deductible & Coinsurance		Deductible & Coinsurance	
Emergency Care		\$100 copay		In-network benefits apply		\$100 copay		In-network benefits apply	
Urgent Care		\$50 copay		Deductible & Coinsurance		\$50 copay		Deductible & Coinsurance	
Maternity		Deductible & Coinsurance		Deductible & Coinsurance		Deductible & Coinsurance		Deductible & Coinsurance	
Rate Guarantee		January 1, 2027				January 1, 2027			
RATE SUMMARY		Count	Current (incl PSF)	2026 Expected	2026 Maximum	2026 Expected	2026 Maximum		
Employee		123	\$929.96	\$855.09	\$997.90	\$805.10	\$937.92		
Employee/Spouse		53	\$1,876.79	\$1,752.93	\$2,045.70	\$1,650.46	\$1,922.74		
Employee/Child(ren)		34	\$1,640.05	\$1,453.65	\$1,696.43	\$1,368.67	\$1,594.46		
Family		122	\$2,698.28	\$2,632.76	\$3,098.38	\$2,469.80	\$2,902.82		
Monthly Premium			\$598,806.81	\$568,702.18	\$666,844.78	\$534,352.06	\$625,625.06		
Annual Premium			\$7,185,681.72	\$6,824,426.16	\$8,002,137.36	\$6,412,224.72	\$7,507,500.72		
Percentage Change from Current				-5.03%	11.36%	-10.76%	4.48%		