

Bellevue City Council Meeting ++Amended Agenda++

Tuesday, July 1, 2025 6:00 PM

Bellevue City Hall

1500 Wall Street

Bellevue, NE 68005

1. PLEDGE OF ALLEGIANCE
2. INVOCATION - Pastor Andy Kaup, Bellevue Christian Center, 1400 Harvell Drive.
3. CALL TO ORDER AND ROLL CALL
4. OPEN MEETINGS ACT - Posted on 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. (*) Approval of the June 17, 2025 City Council Minutes.
6. APPROVAL OF CLAIMS
7. SPECIAL PRESENTATIONS: NONE
8. ORGANIZATIONAL MATTERS:
 - a. (*) Recommendation to reappoint Scott Hankins, Tom Ackley, and Bruce Yoder to the Planning Commission, for a three-year term ending August 2028. (Mayor Hike)
9. APPROVED CITIZEN COMMUNICATION: NONE RECEIVED
10. LIQUOR LICENSES: NONE
11. ORDINANCES FOR ADOPTION (3rd reading): NONE
12. ORDINANCES FOR PUBLIC HEARING (2nd reading): NONE
13. ORDINANCES FOR INTRODUCTION (1st reading):
 - a. Ordinance No. 4187: Issuing bonds for the purpose of financing the next phase of the water main extension to South Bellevue (Phase B) per contracts with MUD in the amount of \$4,968,504.00. (Finance Director) **(Staff request to waive the rule requiring three readings, hold a public hearing and vote after the public hearing at tonight's meeting.)**
14. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES: NONE
15. RESOLUTIONS: NONE
16. CURRENT BUSINESS:
 - a. Request to approve the Amendment to the Cornhusker Creek Subdivision Agreement (SID # 379). (Planning Director)
 - b. Approve and authorize the Mayor to execute the Commercial Purchase Agreement with Dana Partnership LLP for land acquisition for the future site of a New Public Works Facility, in an amount not to exceed \$1,445,946.60. (Administration)
 - c. Approve and authorize the Mayor to execute the Commercial Purchase Agreement with Armor Storages IX LLC for land acquisition for the future site of a new Public Works Facility, in an amount not to exceed \$654,053.40. (Administration)
 - d. Approve and authorize the Mayor to sign the Interlocal Agreement with Sarpy County for Sarpy County IT Services for a three-year term ending 9/30/2028, in the amount of \$150,318.00. (City Administrator)
 - e. ++ Approve and authorize the Mayor to sign the Water Main Extension Agreement with Metropolitan Utilities District on the construction of the water mainline for Phase B for service to the NC3 and Bellevue Bay Indoor Water Park, in an amount not to exceed \$4,968,504.00. (Economic and Community Development Director)
 - f. ++ Approve and authorize the Mayor to sign the lease for the Bellevue Police "North Site," 726 Fort Crook Road North, in an amount not to exceed \$40,417.44 (Assistant Police Chief)

17. ADMINISTRATION REPORTS: (**June report attached to Council Packet**)
18. CLOSED SESSION:
19. ADJOURNMENT

MINUTE RECORD

*5b1.
7/1/2025

Bellevue City Council Meeting, June 17, 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 June 17, 2025 at 6:00 p.m. Present were Council Members Don Preister, Rich Casey, Thomas Burns, Julie Collins, and Jerry McCaw. Absent Kathy Welch.

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, 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 the Pledge of Allegiance. Pastor Dave Scrabeck, Spirit Life Church, 4815 Harrison Street, 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: Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; absent: Welch. Motion carried.

APPROVAL OF THE CONSENT AGENDA:

Motion was made by Preister, seconded by Burns, to approve the consent agenda consisting of the following items: Approval of the June 3, 2025 Board of Equalization minutes; Approval of the June 3, 2025 City Council Minutes; Acknowledgment of receipt of April 8, 2025 Tree Board Minutes; and Recommend the reappointment of Evonne Edgington to the Bellevue Library Advisory Board for a five-year term, ending June 2030. Roll call vote to approve the consent agenda was as follows: Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: Welch. 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: Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; absent: Welch. Motion carried.

SPECIAL PRESENTATIONS:

Proclamation declaring June as "National Pollinators Month" and the third week of June as "Nebraska Pollinator Week".

Mayor Hike read the proclamation declaring June as "National Pollinators Month" and the third week of June as "Nebraska Pollinator Week".

Ms. Nancy Scott. 3103 Marlene Drive, spoke on the importance of pollinators.

ORGANIZATIONAL MATTERS: NONE

APPROVED CITIZEN COMMUNICATION: NONE

LIQUOR LICENSES: NONE

ORDINANCES FOR ADOPTION: (Third Reading): NONE

ORDINANCES FOR PUBLIC HEARING: (Second Reading) NONE

ORDINANCES FOR INTRODUCTION (1st reading): NONE

PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:

Approve request of an Event License Application for Kevin Power, (Private Fundraiser) to be held at 108 Fox Meadow Court on July 26, 2025 from 6:00 p.m. to 12:00 a.m. (music from 8:00 p.m. to 11:00 p.m.); and request to waive \$50.00 application fee. (City Clerk

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

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

Mayor Hike declared the public hearing closed.

Motion was made by Casey, seconded by Collins, to recommend approving request of an Event License Application for Kevin Power (Private Fundraiser) to be held at 108 Fox Meadow Court on July 26, 2025 from 6:00 p.m. to 12:00 a.m. (music from 8:00 p.m. to 11:00 p.m.); and request to waive \$50.00 application fee.

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

RESOLUTIONS:

Resolution No. 2025-10: A resolution that the Master Plan for the "Bellevue Entertainment District is hereby adopted as the guide for future growth and development of the Bellevue Entertainment District within the City of Bellevue and its extra-territorial zoning jurisdiction and authorize the Mayor to sign. (Planning Director) **(Public Hearing Required)**

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 application.

Mayor Hike declared the public hearing closed.

Motion was made by Burns, seconded by Collins, to approve Resolution No. 2025-10: A resolution that the Master Plan for the "Bellevue Entertainment District is hereby adopted as the guide for future growth and development of the Bellevue Entertainment District within the City of Bellevue and its extra-territorial zoning jurisdiction and authorize the Mayor to sign. Roll call vote to approve the motion was as follows: Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: Welch. Motion carried.

Resolution No. 2025-11: A resolution to approve the park expenditure by Sanitary and Improvement District (SID) No. 263, Brook Park, for park improvements, in an amount not to exceed \$437,325.00. (Planning Director)

Motion was made by Casey, seconded by Collins, to approve Resolution No. 2025-11: A resolution to approve the park expenditure by Sanitary and Improvement District (SID) No. 263, Brook Park, for park improvements, in an amount not to exceed \$437,325.00. Roll call vote to approve the motion was as follows: Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: Welch. Motion carried.

Resolution No. 2025-12: A resolution to approve a park expenditure for Sanitary and Improvement District (SID) No. 238, Ashford Hollow, for park improvements, in an amount not to exceed \$642,585.00. (Planning Director)

Motion was made by Preister, seconded by McCaw, to approve Resolution No. 2025-12: A resolution to approve a park expenditure for Sanitary and Improvement District (SID) No. 238, Ashford Hollow, for park improvements, in an amount not to exceed \$642,585.00. Roll call vote to approve the motion was as follows: Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: Welch. Motion carried.

CURRENT BUSINESS:

Approve and authorize the Mayor to sign the Independent Contractor Agreement with Abby Highland, as the Community Development Block Grant (CDBG) Program Specialist, effective July 9, 2025 through July 8, 2027. (Finance Director)

Motion was made by Preister, seconded by Collins, to approve and authorize the Mayor to sign the Independent Contractor Agreement with Abby Highland, as the Community Development Block Grant (CDBG) Program Specialist, effective July 9, 2025 through July 8, 2027. Roll call vote to approve the motion was as follows: Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: Welch. Motion carried.

Approve and authorize the Mayor to sign the Notice of Award and Agreement with Big A Demo & Excavating for demolition of Aspen Pool, in an amount not to exceed \$70,800.00. (Public Work Director)

Motion was made by Preister, seconded by McCaw, to approve and authorize the Mayor to sign the Notice of Award and Agreement with Big A Demo & Excavating for demolition of Aspen Pool, in an amount not to exceed \$70,800.00. Roll call vote to approve the motion was as follows: Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: Welch. Motion carried.

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Approve and authorize the Mayor to sign the Notice of Award and Agreement with Burrell Enterprises LLC for the 2025 Concrete Projects (Package 2), in an amount not to exceed \$966,523.00. (Public Works Director)

Motion was made by McCaw, seconded by Collins, to approve and authorize the Mayor to sign the Notice of Award and Agreement with Burrell Enterprises LLC for the 2025 Concrete Projects (Package 2), in an amount not to exceed \$966,523.00. Roll call vote to approve the motion was as follows: Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: Welch. Motion carried.

Approve and authorize the Mayor to sign the Statement of Work Agreement with CivicPlus for Website Hosting, Development, Security and Mitigation, in an amount not to exceed \$59,847.00. (Community Relations)

Motion was made by McCaw, seconded by Preister, to approve and authorize the Mayor to sign the Statement of Work Agreement with CivicPlus for Website Hosting, Development, Security and Mitigation, in an amount not to exceed \$59,847.00. Roll call vote to approve the motion was as follows: Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: Welch. Motion carried.

Approve and authorize the Mayor to sign the Northern Natural Gas Reimbursement Agreement. (Director of Economic and Community Development)

Motion was made by Casey, seconded by McCaw, to approve and authorize the Mayor to sign the Northern Natural Gas Reimbursement Agreement. Roll call vote to approve the motion was as follows: Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: Welch. Motion carried.

ADMINISTRATION REPORTS: Comments must be limited to items on the current reports (June report will be attached to the July 1st City Council Packet)

CLOSED SESSION: NONE

ADJOURNMENT

There being no further business to come before the Council at this time, on motion by Preister, seconded by Burns, the meeting was adjourned at 6:24 p.m.

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

Susan Kluthe, City Clerk

Rusty Hike, Mayor

I, the undersigned, City Clerk of the City of Bellevue, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the City Council on June 17, 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.

Susan Kluthe, City Clerk

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CLAIMS FOR 2025/07/01 COUNCIL MEETING

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CITY ADMINISTRATOR		
BLACK HILLS ENERGY	2025/04/30-05/31 MONTHLY SERVICE	32.26
METROPOLITAN UTILITIES DIST	2025/05/08-06/05 MONTHLY SERVICE	28.27
UNITED OF OMAHA LIFE INSURANCE	2025/06/30M DENTAL INSURANCE	85.26
US BANK VOYAGER FLEET SYSTEMS	2025/04/30M FUEL PURCHASES	130.40
US BANK VOYAGER FLEET SYSTEMS	2025/05/31M FUEL PURCHASES	165.92
		<u>442.11</u>
		\$
CITY COUNCIL		
UNITED OF OMAHA LIFE INSURANCE	2025/06/30M DENTAL INSURANCE	28.42
		<u>28.42</u>
		\$
LEGAL		
AIMEE BATAILLON	REIMB MILEAGE/MEAL FOR SEMINAR ON 5/29/25	85.25
BLACK HILLS ENERGY	2025/04/30-05/31 MONTHLY SERVICE	5.69
METROPOLITAN UTILITIES DIST	2025/05/08-06/05 MONTHLY SERVICE	4.99
UNITED OF OMAHA LIFE INSURANCE	2025/06/30M DENTAL INSURANCE	85.26
		<u>181.19</u>
		\$
CABLE ADVISORY		
BLACK HILLS ENERGY	2025/04/30-05/31 MONTHLY SERVICE	28.46
FORTE	ENGINEERING & DRAWINGS-CABLECAST SYSTEM	9,754.99
METROPOLITAN UTILITIES DIST	2025/05/08-06/05 MONTHLY SERVICE	24.94
UNITED OF OMAHA LIFE INSURANCE	2025/06/30M DENTAL INSURANCE	56.84
		<u>9,865.23</u>
		\$
CITY CLERK		
AMERICAN LEGAL PUBLISHING CORP	CODE SUPPLEMENT PAGES	942.75
BLACK HILLS ENERGY	2025/04/30-05/31 MONTHLY SERVICE	49.33
CAPITAL BUSINESS SYSTEMS, INC	2025/04/26-05/25 COPIER EXPENSE	106.81
METROPOLITAN UTILITIES DIST	2025/05/08-06/05 MONTHLY SERVICE	43.22
UNITED OF OMAHA LIFE INSURANCE	2025/06/30M DENTAL INSURANCE	56.84
		<u>1,198.95</u>
		\$
FINANCE/RISK MANAGEMENT		
BLACK HILLS ENERGY	2025/04/30-05/31 MONTHLY SERVICE	41.74
CAPITAL BUSINESS SYSTEMS, INC	2025/05/09-06/08 COPIER EXPENSE	17.52
METROPOLITAN UTILITIES DIST	2025/05/08-06/05 MONTHLY SERVICE	36.58
QUADIENT FINANCE USA, INC	2025/05/15 REFILL ACCT 9893	1,000.00
UNITED OF OMAHA LIFE INSURANCE	2025/06/30M DENTAL INSURANCE	284.20
		<u>1,380.04</u>
		\$
LIBRARY		
CAPITAL BUSINESS SYSTEMS, INC	2025/04/30-05/30 COPIER EXPENSE	487.09
INGRAM LIBRARY SERVICES LLC	BOOKS	716.95
QUADIENT FINANCE USA, INC	2025/04/30M LIBRARY NEOSHIPS PD 2025/06/13	1,175.16
QUADIENT FINANCE USA, INC	2025/05/31M LIBRARY NEOSHIPS PD 2025/06/13	912.88
QUADIENT FINANCE USA, INC	2025/04/30M LIBRARY POSTAGE PD 2025/06/13	600.00
RUFF WATERS, INC	2025/05/31M AQUARIUM MAINTENANCE	120.00
STOMP CHOMP ROAR	DINOSAURS AT THE LIBRARY	375.00
UNITED OF OMAHA LIFE INSURANCE	2025/06/30M DENTAL INSURANCE	255.78
		<u>4,642.86</u>
		\$
ADMINISTRATIVE SERVICES/PERSONNEL		
BLACK HILLS ENERGY	2025/04/30-05/31 MONTHLY SERVICE	32.26
IDEAL PURE WATER COMPANY	BOTTLED WATER	69.00
METROPOLITAN UTILITIES DIST	2025/05/08-06/05 MONTHLY SERVICE	28.27
UNITED OF OMAHA LIFE INSURANCE	2025/06/30M DENTAL INSURANCE	255.78
US BANK VOYAGER FLEET SYSTEMS	2025/04/30M FUEL PURCHASES	1,999.20
US BANK VOYAGER FLEET SYSTEMS	2025/05/31M FUEL PURCHASES	1,906.38
		<u>4,290.89</u>
		\$

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CODE ENFORCEMENT

BLACK HILLS ENERGY	2025/04/30-05/31 MONTHLY SERVICE	1.97
CAPITAL BUSINESS SYSTEMS, INC	2025/05/10-06/09 COPIER EXPENSE	141.49
CROW LAWN CARE LLC	2025/02/27-05/01 CODE CLEANUP	5,862.50
CROW LAWN CARE LLC	2025/05/08-05/15 CODE CLEANUP	2,575.00
UNITED OF OMAHA LIFE INSURANCE	2025/06/30M DENTAL INSURANCE	198.94
US BANK VOYAGER FLEET SYSTEMS	2025/04/30M FUEL PURCHASES	667.21
US BANK VOYAGER FLEET SYSTEMS	2025/05/31M FUEL PURCHASES	718.22
		<u>\$ 10,165.33</u>

PUBLIC WORKS

ALFRED BENESCH & COMPANY	BPW-240122 GOOGLE FIBER INST 2025/05/05-06/01	6,232.40
BLACK HILLS ENERGY	2025/04/30-05/31 MONTHLY SERVICE	3.31
JEO CONSULTING GROUP, INC	BPW-250113 PCSMP REVIEWS THRU 2025/05/30	2,466.25
UNITED OF OMAHA LIFE INSURANCE	2025/06/30M DENTAL INSURANCE	170.52
US BANK VOYAGER FLEET SYSTEMS	2025/04/30M FUEL PURCHASES	119.98
US BANK VOYAGER FLEET SYSTEMS	2025/05/31M FUEL PURCHASES	212.94
		<u>\$ 9,205.40</u>

PARKS

A-RELIEF SERVICES	2025/05/17-06/13 PORTABLE RESTROOMS-OLD	199.00
A-RELIEF SERVICES	2025/05/17-06/13 PORTABLE RESTROOMS-CEMETERY	199.00
A-RELIEF SERVICES	CREDIT FOR OVRCHG-PORTABLE RESTROOMS-BICYCLE	(20.00)
A-RELIEF SERVICES	CREDIT FOR OVRCHG-PORTABLE RESTROOMS-HAWORTH	(20.00)
A-RELIEF SERVICES	2025/06/10-07/07 PORTABLE RESTROOMS-AHP	277.00
A-RELIEF SERVICES	2025/05/05-06/01 PORTABLE RESTROOMS-BICYCLE CLUB	103.00
A-RELIEF SERVICES	2025/05/05-06/01 PORTABLE RESTROOMS-HAWORTH	103.00
BLACK HILLS ENERGY	2025/04/30-05/31 MONTHLY SERVICE	122.91
COX BUSINESS SERVICES	2025/06/30M MCNTHLY SERVICE	107.39
CREATIVE SITES, LLC	TRASH RECEPTACLE & BENCH FOR EVERETT PARK	3,750.00
CREATIVE SITES, LLC	AHP PLAYGROUND	1,341,151.55
HD SUPPLY formerly Home Depot Pro	JANITORIAL SUPPLIES	205.32
HGM ASSOCIATES INC	BPW-250108 EVERETT PARK & PARKING THRU	4,667.92
JERRY NIEMIER	REIMB FOR CDL RENEWAL	64.00
METROPOLITAN UTILITIES DIST	2025/04/03-05/07 MONTHLY SERVICE-REBILL DUE TO ESTIMATE	(195.10)
METROPOLITAN UTILITIES DIST	2025/05/07-06/05 MONTHLY SERVICE	99.00
METROPOLITAN UTILITIES DIST	2025/05/08-06/05 MONTHLY SERVICE	371.77
METROPOLITAN UTILITIES DIST	2025/05/08-06/06 MONTHLY SERVICE	65.82
METROPOLITAN UTILITIES DIST	2025/05/10-06/10 MONTHLY SERVICE	174.54
OMAHA PUBLIC POWER DISTRICT	2025/03/31-04/30 MONTHLY SERVICE	108.96
OMAHA PUBLIC POWER DISTRICT	2025/04/10-05/09 MONTHLY SERVICE	1,019.88
OMAHA PUBLIC POWER DISTRICT	2025/04/21-05/20 MONTHLY SERVICE	51.60
OMAHA PUBLIC POWER DISTRICT	2025/04/22-05/21 MONTHLY SERVICE	382.18
OMAHA PUBLIC POWER DISTRICT	2025/04/25-05/27 MONTHLY SERVICE	71.91
UNITED OF OMAHA LIFE INSURANCE	2025/06/30M DENTAL INSURANCE	360.38
US BANK VOYAGER FLEET SYSTEMS	2025/04/30M FUEL PURCHASES	1,952.99
US BANK VOYAGER FLEET SYSTEMS	2025/05/31M FUEL PURCHASES	3,825.44
		<u>\$ 1,359,199.46</u>

RECREATION

AMERICAN FOODS GROUP	CONCESSION SUPPLIES	300.00
AQUA-CHEM	CHEMICALS FOR POOLS	1,867.20
COX BUSINESS SERVICES	2025/06/30M MONTHLY SERVICE	83.39
ERIC HOULDEN	REFUND SWIM LESSONS	40.00
JULIE SNYDER	REFUND MITE/MINOR LEAGUE	45.00
KELSEY WALFORD	REFUND SWIM LESSONS	80.00
METROPOLITAN UTILITIES DIST	2025/05/06-06/05 MONTHLY SERVICE	11.68
METROPOLITAN UTILITIES DIST	2025/05/08-06/05 MONTHLY SERVICE	4,373.12
METROPOLITAN UTILITIES DIST	2025/05/08-06/09 MONTHLY SERVICE	103.30

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RECREATION (cont'd)

OMAHA PUBLIC POWER DISTRICT	2025/03/31-04/30 MONTHLY SERVICE	52.40
OMAHA PUBLIC POWER DISTRICT	2025/04/10-05/09 MONTHLY SERVICE	267.04
OMAHA PUBLIC POWER DISTRICT	2025/04/21-05/20 MONTHLY SERVICE	349.85
OMAHA PUBLIC POWER DISTRICT	2025/04/22-05/21 MONTHLY SERVICE	39.91
UNITED OF OMAHA LIFE INSURANCE	2025/06/30M DENTAL INSURANCE	85.26
US BANK VOYAGER FLEET SYSTEMS	2025/04/30M FUEL PURCHASES	374.41
US BANK VOYAGER FLEET SYSTEMS	2025/05/31M FUEL PURCHASES	414.49

\$ 8,487.05

FACILITY MAINTENANCE

BLACK HILLS ENERGY	2025/04/30-05/31 MONTHLY SERVICE	469.00
CARPENTER PAPER CO	JANITORIAL SUPPLIES	1,160.27
CERRIS SYSTEMS NORTH CENTRAL, INC	SPRING MAINT PREVENTION-1510 WALL	5,230.00
CERRIS SYSTEMS NORTH CENTRAL, INC	HP 1088 FROZEN UP-PLANNING	660.00
COMMERCIAL RECREATION SPECIALISTS	DUMPING BELL SPLASH PADS	8,350.00
COX BUSINESS SERVICES	2025/06/30M MONTHLY SERVICE	107.39
FIRE PROTECTION SERVICES, LLC	ANNUAL FIRE ALARM/SPRINKLER/EXTINGUISHER	449.25
FIRE PROTECTION SERVICES, LLC	SEMI ANNUAL FIRE ALARM/ANNUAL SPRINKLER INSPECTION-1510 WALL	800.00
FISH WINDOW CLEANING	WINDOW CLEANING - 1500 WALL	421.00
FISH WINDOW CLEANING	WINDOW CLEANING - 1510 WALL	529.00
HD SUPPLY formerly Home Depot Pro	JANITORIAL SUPPLIES	1,112.27
IDEAL PURE WATER COMPANY	BOTTLED WATER	34.00
INTERSTATE POWER SYSTEMS, INC	EMERGENCY REPAIR GENERATOR	724.08
JACKSON SERVICES, INC	DOOR MAT SERVICE-CITY BUILDINGS	153.05
MCGILL RESTORATION	TUCKPOINT BRICK EXTERIOR 1510 WALL ST	79,589.00
METROPOLITAN UTILITIES DIST	2025/05/07-06/05 MONTHLY SERVICE	184.86
METROPOLITAN UTILITIES DIST	2025/05/08-06/05 MONTHLY SERVICE	114.53
OMAHA PUBLIC POWER DISTRICT	2025/04/10-05/09 MONTHLY SERVICE	801.40
OMAHA PUBLIC POWER DISTRICT	2025/04/21-05/20 MONTHLY SERVICE	183.09
READY MIXED CONCRETE COMPANY	PARKING LOT REPAIR LONGO DR	2,215.52
ROCHESTER MIDLAND CORPORATION	2025/06/30M WATER ENERGY TEAM FIXED BILLING	370.00
TRICO MECHANICAL SERVICES	CUBER STARTUP-BALDWIN FIELD	423.28
TRICO MECHANICAL SERVICES	QRTLY A/C MAINT-TRAINING TOWER	453.44
TRISTAR	2025/05/31M RE-OPEN CLAIMS	785.00
UNITED OF OMAHA LIFE INSURANCE	2025/06/30M DENTAL INSURANCE	255.78
US BANK VOYAGER FLEET SYSTEMS	2025/04/30M FUEL PURCHASES	759.04
US BANK VOYAGER FLEET SYSTEMS	2025/05/31M FUEL PURCHASES	729.35

\$ 107,063.60

CEMETERY

BLACK HILLS ENERGY	2025/04/30-05/31 MONTHLY SERVICE	83.93
COX BUSINESS SERVICES	2025/06/30M MONTHLY SERVICE	83.39
METROPOLITAN UTILITIES DIST	2025/05/08-06/05 MONTHLY SERVICE	229.44
OMAHA PUBLIC POWER DISTRICT	2025/04/21-05/20 MONTHLY SERVICE	583.84
PULVERENTE MONUMENT COMPANY, LLC	MAUS DOORS	150.00
UNITED OF OMAHA LIFE INSURANCE	2025/06/30M DENTAL INSURANCE	85.26
US BANK VOYAGER FLEET SYSTEMS	2025/04/30M FUEL PURCHASES	123.70
US BANK VOYAGER FLEET SYSTEMS	2025/05/31M FUEL PURCHASES	575.91

\$ 1,915.47

STREETS

ALFRED BENESCH & COMPANY	BPW-190815 CAPEHART RD 2025/05/05-06/01	13,906.50
ALFRED BENESCH & COMPANY	BPW-240101 STREET RESURFACING 2025/05/05-06/01	18,938.09
ALFRED BENESCH & COMPANY	BPW-250104 OVERLAY PROJECTS 2025/04/28-06/01	5,722.25
AVERY RENTS	PROPANE FOR ASPHALT TACK	52.87
BLACK HILLS ENERGY	2025/04/30-05/31 MONTHLY SERVICE	168.35
COX BUSINESS SERVICES	2025/06/30M MONTHLY SERVICE	274.17
CROW LAWN CARE LLC	2025/05/22-06/06 ROW MOWING-CYCLE 3	10,982.88
DIAMOND VOGEL, INC	WHITE TRAFFIC PAINT	2,263.50
HELENA AGRI-ENTERPRISES LLC	VESSEL WEED KILLER	3,300.00
INDEPENDENT SALT CO	SALT/ICE CONTROL	4,853.90

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CLAIMS FOR 2025/07/01 COUNCIL MEETING

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STREETS (cont'd)

KERSTEN PRECAST CONCRETE LLC	INLET TOPS W ARMOR	4,348.00
LOGAN CONTRACTORS SUPPLY	REPAIRS FOR CRAFCO TAR MACHINE	588.13
LOGAN CONTRACTORS SUPPLY	25.5 FT METAL SPEED SCREED FOR CONCRETE	8,620.00
LOGAN CONTRACTORS SUPPLY	PAD FOOT ROLLER-SN 101720152296	38,777.00
MARTIN ASPHALT	BULK ASPHALT TACK	460.00
METROPOLITAN COMMUNITY COLLEGE	TUITION, FEES - J JOHNSON	337.50
METROPOLITAN COMMUNITY COLLEGE	TUITION, FEES - J MELING	337.50
METROPOLITAN UTILITIES DIST	2025/05/06-06/05 MONTHLY SERVICE	11.68
METROPOLITAN UTILITIES DIST	2025/05/07-06/05 MONTHLY SERVICE	154.27
METROPOLITAN UTILITIES DIST	2025/05/08-06/05 MONTHLY SERVICE	221.70
METROPOLITAN UTILITIES DIST	2025/05/08-06/06 MONTHLY SERVICE	272.82
METROPOLITAN UTILITIES DIST	2025/05/10-06/10 MONTHLY SERVICE	54.94
MIDWEST RIGHT OF WAY SERVICES, INC	BPW-240121 COLLEGE HTS DRAINAGE 2025/04/26-05/23	62.50
MIDWEST RIGHT OF WAY SERVICES, INC	BPW-240124 WHITTED CREEK 2025/04/26-05/23	22,175.00
OMAHA PUBLIC POWER DISTRICT	2025/03/31-04/30 MONTHLY SERVICE	69.19
OMAHA PUBLIC POWER DISTRICT	2025/04/10-05/09 MONTHLY SERVICE	595.34
OMAHA PUBLIC POWER DISTRICT	2025/04/21-05/20 MONTHLY SERVICE	44.16
OMAHA PUBLIC POWER DISTRICT	2025/04/22-05/21 MONTHLY SERVICE	375.11
OMAHA PUBLIC POWER DISTRICT	2025/04/25-05/27 MONTHLY SERVICE	2,687.63
OMNI ENGINEERING	ASPHALT	1,550.03
READY MIXED CONCRETE COMPANY	CONCRETE	32,332.96
TRISTAR	2025/05/31M RE-OPEN CLAIMS	785.00
UNITED OF OMAHA LIFE INSURANCE	2025/06/30M DENTAL INSURANCE	1,014.04
US BANK VOYAGER FLEET SYSTEMS	2025/04/30M FUEL PURCHASES	3,612.23
US BANK VOYAGER FLEET SYSTEMS	2025/05/31M FUEL PURCHASES	3,628.05
		\$ 183,577.29

FLEET MAINTENANCE

911 CUSTOM, LLC	CENCOM CORE WCX CONTROL CTR, PED POLE, DUAL AVENGERS LIGHTS	5,084.77
ARNOLD MOTOR SUPPLY	V-BELT, MICRO-V SERPENTINE BELT, SPRAK PLUGS,	1,207.35
AUTOMOTIVE WAREHOUSE DIST, INC	MOOG PARTS, BRAKLEEN, SILICONE, RAYBESTOS PARTS, DAYCO PARTS, BALDWIN PARTS, MONRCE PARTS	1,078.20
BLACK HILLS ENERGY	2025/04/30-05/31 MONTHLY SERVICE	68.76
CERTIFIED TRANSMISSION	REBUILT TRANSMISSION FOR MED15	5,716.69
CORNHUSKER INTERNATIONAL TRUCKS	SENSOR, SEAL, PUMPKIT, BALL VALVE, FJEL FILTER, UPHOLSTERY	2,817.69
COX BUSINESS SERVICES	2025/06/30M MONTHLY SERVICE	107.39
DELL MARKETING L.P.	DELL PRO 16 LAPTOP	1,240.00
FACTORY MOTOR PARTS CO	SPARK PLUGS, SPARK PLUGS, FILTERS	77.19
FLEET PRIDE	GREASE SEALS	131.92
IDEAL PURE WATER COMPANY	BOTTLED WATER	78.00
INDOFF, INC	BACK TASK STOOLS	959.76
KEN MEYER DISTRIBUTING, INC	BRAKE TOOLS	35.00
MATHESON TRI-GAS INC	CONTACT TIPS	15.60
METROPOLITAN UTILITIES DIST	2025/05/08-06/05 MONTHLY SERVICE	132.96
MOMAR, INC	GRINDING DISCS	240.28
NAPA AUTO PARTS	FITTINGS, BLOWER MOTOR, GLOVES, OIL	441.27
NEBRASKA IOWA INDUSTRIAL FASTENERS, INC	STUD NYLON EYELETS, WASHERS, TY-RAP, TERMINALS, CARRIAGE BOLTS	177.96
OFFUTT COLLISION REPAIR CENTER	BODY REPAIR-PO702	2,382.14
OMAHA PUBLIC POWER DISTRICT	2025/04/22-05/21 MONTHLY SERVICE	1,035.33
TRISTAR	2025/05/31M RE-OPEN CLAIMS	785.00
TRUCK CENTER COMPANIES-OMAHA	SWITCHES, FAN	221.66
UNITED OF OMAHA LIFE INSURANCE	2025/06/30M DENTAL INSURANCE	559.32
US BANK VOYAGER FLEET SYSTEMS	2025/04/30M FUEL PURCHASES	431.45
US BANK VOYAGER FLEET SYSTEMS	2025/05/31M FUEL PURCHASES	620.96
		\$ 25,646.65

SOLID WASTE

PAPILLION SANITATION	2025/05/20-05/27 GLASS RECYCLING	451.12
PAPILLION SANITATION	2025/05/31M TRASH HAULING	371,871.86
		\$ 372,322.98

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PLANNING

BLACK HILLS ENERGY	2025/04/30-05/31 MONTHLY SERVICE	3.00
JOHN JUNGERS	REFUND BOARD OF ADJUSTMENT APP	350.00
UNITED OF OMAHA LIFE INSURANCE	2025/06/30M DENTAL INSURANCE	85.26
		<u>\$ 438.26</u>

PERMITS & INSPECTIONS

BLACK HILLS ENERGY	2025/04/30-05/31 MONTHLY SERVICE	4.01
MIDLANDS PRINTING	BUSINESS CARDS-B MEYER	120.15
UNITED OF OMAHA LIFE INSURANCE	2025/06/30M DENTAL INSURANCE	255.78
US BANK VOYAGER FLEET SYSTEMS	2025/04/30M FUEL PURCHASES	1,189.57
US BANK VOYAGER FLEET SYSTEMS	2025/05/31M FUEL PURCHASES	1,081.96
		<u>\$ 2,651.47</u>

POLICE

BELLEVUE ANIMAL HOSPITAL	VET VISIT-K9 KADO	322.85
BENEFIT PLANS	2025/06/30M POLICE PENSION PLAN-MD, JG, MG	8,817.56
BLACK HILLS ENERGY	2025/04/30-05/31 MONTHLY SERVICE	71.00
CHAD W REED	REIMB PER DIEM & TRAVEL FOR TRAINING-IND	382.97
CIOX - HEALTH	SUBPEONA MEDICAL RECORDS	40.00
COX BUSINESS SERVICES	2025/06/30M MONTHLY SERVICE	558.97
COX BUSINESS SERVICES	2025/06/02-07/01 MONTHLY SERVICE	285.00
CULLIGAN OF OMAHA	2025/05/31M BOTTLED WATER	528.55
ESSTAC, LLC	DBL PISTOLKYWI POUCH W/ATTACHMENTS	277.47
FEDERAL EXPRESS CORPORATION	MAILING CHARGES	14.85
FIRST INTERSTATE BANK	SUBPEONA FOR RECORDS	33.00
FIRST SPEAR, LLC	MULTI MAGAZINE POUCH, SHIPPING	321.80
GREAT PLAINS UNIFORMS	TACTICAL PANTS-C FORTUNATO	149.98
GREAT PLAINS UNIFORMS	TACTICAL PANTS-PRINSEN, RENDON, FORTUNATO	224.97
GREAT PLAINS UNIFORMS	NAME PLATE & SERVICE BAR-J KIRWAN	39.50
GREAT PLAINS UNIFORMS	BALLISTIC VEST, CARRIER & POUCHES-T BOYLE	1,000.00
GREAT PLAINS UNIFORMS	BALLISTIC VEST, CARRIER & POUCHES-C FREISINGER	1,280.00
GREAT PLAINS UNIFORMS	BALLISTIC VEST-J HOBBS	800.00
HYUNDAI MOTOR FINANCE	2025/06/30M LEASE PMT - HIDTA-DEA	720.01
INFOSAFE SHREDDING	ON-SITE SHREDDING	90.00
J P COOKE COMPANY	NOTARY STAMPS-GREINER, ALBRECHT	98.70
JACKSON SERVICES, INC	DOOR MAT SERVICE-PD	169.73
JO DONS	OFFICER OF THE 1ST QTR 2025	60.00
JORDAN SPENCER	REIMB PER DIEM & OTHER EXP TO BE REIMB BY USPIS	527.00
JOSEPH GRAY	REIMB FOR K9 MEDS-HYVEE	98.56
KAESER & BLAIR INC	DEPARTMENT PENS	1,454.12
MATCON, LLC	2025/07/31M RENT FOR K9 BUILDING	1,300.00
NEBRASKA.GOV	SWIPE DEVICE, SHIPPING	130.00
OMAHA PUBLIC POWER DISTRICT	2025/04/10-05/09 MONTHLY SERVICE	35.74
ROGER'S TOWING	TOW CHARGE-CHARGER	125.00
ROGER'S TOWING	TOW CHARGE-VERSA	125.00
TARGETS ONLINE	TARGETS	265.00
TRISTAR	2025/05/31M RE-OPEN CLAIMS	2,355.00
UNITED OF OMAHA LIFE INSURANCE	2025/06/30M DENTAL INSURANCE	3,709.40
US BANK VOYAGER FLEET SYSTEMS	2025/04/30M FUEL PURCHASES	16,415.35
US BANK VOYAGER FLEET SYSTEMS	2025/05/31M FUEL PURCHASES	15,953.90
WESTON A SECRIST	REIMB PER DIEM & TRAVEL FOR TRAINING-TX	210.88
		<u>\$ 58,991.86</u>

FIRE & RESCUE

BLACK HILLS ENERGY	2025/04/30-05/31 MONTHLY SERVICE	122.91
COX BUSINESS SERVICES	2025/06/30M MONTHLY SERVICE	329.78
METROPOLITAN UTILITIES DIST	2025/05/07-06/05 MONTHLY SERVICE	682.88
METROPOLITAN UTILITIES DIST	2025/05/08-06/06 MONTHLY SERVICE	1,071.70
METROPOLITAN UTILITIES DIST	2025/05/08-06/09 MONTHLY SERVICE	417.28
METROPOLITAN UTILITIES DIST	2025/05/10-06/10 MONTHLY SERVICE	178.82
METROPOLITAN UTILITIES DIST	2025/05/13-06/10 MONTHLY SERVICE	93.27

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CLAIMS FOR 2025/07/01 COUNCIL MEETING

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FIRE & RESCUE (cont'd)

OMAHA PUBLIC POWER DISTRICT	2025/03/31-04/30 MONTHLY SERVICE	893.71
OMAHA PUBLIC POWER DISTRICT	2025/04/10-05/09 MONTHLY SERVICE	1,332.72
OMAHA PUBLIC POWER DISTRICT	2025/04/21-05/20 MONTHLY SERVICE	640.81
OMAHA PUBLIC POWER DISTRICT	2025/04/22-05/21 MONTHLY SERVICE	2,157.95
OMAHA PUBLIC POWER DISTRICT	2025/04/25-05/27 MONTHLY SERVICE	827.00
STRYKER SALES CORPORATION	LIFEPAK 15 MONITOR & ACCESSORIES	45,860.40
UNITED OF OMAHA LIFE INSURANCE	2025/06/30M DENTAL INSURANCE	2,813.58
US BANK VOYAGER FLEET SYSTEMS	2025/04/30M FUEL PURCHASES	8,908.24
US BANK VOYAGER FLEET SYSTEMS	2025/05/31M FUEL PURCHASES	9,324.67
		<hr/>
		\$ 75,655.72

NON-DEPARTMENTAL/CONTRACTS

AMERICAN NATIONAL BANK	2025/05/31M ACCT 1000 ANALYSIS CHG	577.81
FIRST NATIONAL INSURANCE COMPANY	2024/10/01-2025/10/01 Q4 CONSULTING FEES	12,125.00
HEARTLAND MARKETING &	BELLEVUE IS FOR YOU CAMPAIGN	5,655.49
LOCKTON COMPANIES, LLC	2025/06/30M WELLNESS CONSULTING	1,875.00
NE-DEPARTMENT OF REVENUE	2025/05/31M SALES AND USE TAX	696.05
OMAHA PUBLIC POWER DISTRICT	2025/04/10-05/09 MONTHLY SERVICE	169.40
PM AM CORPORATION	2025/05/31M - ALARM FEES	2,555.00
		<hr/>
		\$ 23,653.75

INFORMATION TECHNOLOGY

CAPITAL TOWER & COMM, INC	TOWER REPAIR	2,198.82
US BANK VOYAGER FLEET SYSTEMS	2025/04/30M FUEL PURCHASES	351.48
US BANK VOYAGER FLEET SYSTEMS	2025/05/31M FUEL PURCHASES	271.02
		<hr/>
		\$ 2,821.32

2206 LONGO DR

C&E INDUSTRIES	2025/05/31M JANITORIAL SERVICE	3,991.10
CENTURY LINK	2025/05/04-06/03 MONTHLY SERVICE	137.30
CINTAS LOCATION #749	2025/04/28 MAT SERVICE	459.95
COX BUSINESS SERVICES	2025/04/27-05/26 MONTHLY SERVICE	157.80
FIRE PROTECTION SERVICES, LLC	2025/05/01 - 2026/04/30 CELLULAR MONITORING - FIRE ALARM SYSTEM	642.00
METROPOLITAN UTILITIES DIST	2025/04/08-05/05 MONTHLY SERVICE - GAS	102.82
METROPOLITAN UTILITIES DIST	2025/04/08-05/05 MONTHLY SERVICE - WATER & SEWER	854.51
OMAHA PUBLIC POWER DISTRICT	2025/03/24-04/22 MONTHLY SERVICE	6,199.66
PAPILLION SANITATION	2025/05/31M SERVICE	379.30
PROTECH PEST CONTROL	2025/05/31M PEST CONTROL	149.80
SELDIN LLC	2025/04/30M MANAGEMENT FEES	1,450.00
SELDIN LLC	2025/05/31M APPFOLIO FEES	41.25
SELDIN LLC	2025/05/31M BANK FEES	23.56
STERICYCLE, INC	2025/05/31M SERVICE	189.89
TAILORED LAWNS, INC	2025/05/06 FERTILIZING APPLICATION	700.00
USG	MONTHLY ELEVATOR INSPECTION	114.10
USG	VA PLUMBING SUPPLIES, REPLACE EXPANSION TANK AND 13 FAUCETS	5,075.97
USG	ADJUST CLOSURES ON FRONT DOORS, POURED WATER DOWN DRAIN	207.58
WATERLINK INC	2025/05/31M WATER TREATMENT SERVICE	431.63
		<hr/>
		\$ 21,308.22

WASTEWATER

AMERICAN NATIONAL BANK	2025/05/31M ACCT 1034 ANALYSIS CHG	50.39
CENTURY LINK	2025/06/04-07/03 MONTHLY SERVICE	66.22
COX BUSINESS SERVICES	2025/06/04-07/03 MONTHLY SERVICE	220.00
ELLIOTT EQUIPMENT CO	LEADER HOSE	1,983.10
EMBRIS GROUP LLC	BPW-230611 OLDE TOWNE REHAB 2025/05/01-05/31	841.25
EMBRIS GROUP LLC	BPW-230307 BLUFF ST LIFT STATION 2025/04/01-05/31	4,231.25
GRAINGER	DISP GLOVES	119.64
HTM SALES, INC	BEARINGS, IMPELLERS, GASKETS, SEAL ASSY, WASHERS, SHAFT KEYS	2,113.43

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CLAIMS FOR 2025/07/01 COUNCIL MEETING

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WASTEWATER (cont'd)

METROPOLITAN UTILITIES DIST	2025/05/08-06/06 MONTHLY SERVICE	243.91
OMAHA PUBLIC POWER DISTRICT	2025/04/10-05/09 MONTHLY SERVICE	3,387.67
OMAHA PUBLIC POWER DISTRICT	2025/04/21-05/20 MONTHLY SERVICE	1,513.90
OMAHA PUBLIC POWER DISTRICT	2025/04/22-05/21 MONTHLY SERVICE	660.79
RAILROAD MANAGEMENT CO, LLC	2025/09/10-2026/09/09 LICENSE 305220	417.05
UNITED OF OMAHA LIFE INSURANCE	2025/06/30M DENTAL INSURANCE	530.90
US BANK VOYAGER FLEET SYSTEMS	2025/04/30M FUEL PURCHASES	3,339.79
US BANK VOYAGER FLEET SYSTEMS	2025/05/31M FUEL PURCHASES	3,141.70
		<u>\$ 22,860.99</u>

ECONOMIC DEVELOPMENT

PHILADELPHIA INSURANCE COMPANIES	2024/12/19 - 2025/12/19 PRAIRIE HILL FARM - DIRECTORS INSURANCE	3,512.00
PHILADELPHIA INSURANCE COMPANIES	PRAIRIE HILL FARM DEVELOP - LATE FEES & REINSTATEMENT FEES	50.00
		<u>\$ 3,562.00</u>

COMMUNITY DEVELOPMENT

ABBY HIGHLAND	2025/05/11-23 CDBG CONSULTANT EXPENSES	1,897.85
RDG PLANNING & DESIGN, INC	HOUSING RESILIENCE THRU 2025/05/31	20,850.00
		<u>\$ 22,747.85</u>

TOTAL CLAIMS FOR 2025/07/01	\$ 2,334,304.36
TOTAL PAYROLL FOR 2025/06/20	\$ 1,931,815.03



We Influence The World!

City of Bellevue
Office of the Mayor
1500 Wall St • Bellevue, Nebraska • 68005 • 402-293-3000

MEMORANDUM

TO: Council President Casey & Council Members

FROM: Mayor Rusty Hike

DATE: June 16th, 2025

SUBJECT: Reappointment to the Bellevue Planning Commission

Please consider the following for reappointment to the Bellevue Planning Commission they will serve another three-year term ending August 2028.

Scott Hankins
1206 Bryan Ave
Bellevue, NE 68005
402-598-4954

Tom Ackley
4711 Borman St
Bellevue, NE 68157
402-293-0963

Bruce Yoder
522 Bellevue Blvd N
Bellevue, NE 68005
402-880-0827

A handwritten signature in black ink, appearing to be "RH", is located in the bottom right corner of the page.

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: July 1, 2025		SUBMITTED BY: Finance	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input checked="" type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Issuing bonds for the purpose of financing the next phase of the water main extension to south Bellevue (Phase B) per contracts with MUD.

SYNOPSIS/BACKGROUND:

The City plans to develop areas in south Bellevue that are not currently served by MUD (water). The City has agreements with MUD to build the water main extension. The cost was estimated at approximately \$18 million. The first phase ("A"), for \$11 million, was approved by Council in 2024 and bonds were issued to finance Phase A. This next phase ("B") will cover another segment. This "Phase B" is estimated at \$4,968,504.00. The City plans to issue bonds to finance Phase B. The City plans to recover the cost through connection fees although some of those connection fees could be several years out. The bond maturities are planned to coincide with the collection of the future connection fees.

FISCAL IMPACT: \$4,968,504.00 BUDGETED FUNDS?: Yes GRANT/MATCHING FUNDS?: Yes

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: Yes COUNTER-PARTY: MUD INTERLOCAL AGREEMENT: Yes

CONTRACT DESCRIPTION: Water Main Extension Agreement

CONTRACT EFFECTIVE DATE: August 2025 CONTRACT TERM: TBD CONTRACT END DATE: Upon Completion

PROJECT NAME: Southwest Bellevue Water Main Extension

START DATE: END DATE: PAYMENT DATE: INSURANCE REQUIRED:

CIP PROJECT NAME: MUD Water Main Extension CIP PROJECT NUMBER: CIPPW25(04)

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

ACCOUNTING DISTRIBUTION CODE: CIPPW25(04) ACCOUNT NUMBER: 7020

RECOMMENDATION:

Introduce ordinance, waive three readings, hold the public hearing and approve the ordinance at this July 1st meeting.

ATTACHMENTS:

1. Ordinance -4186	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Shirley Bortmiller
[Signature]
[Signature]

ORDINANCE NO. 4186

AN ORDINANCE AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 2025, OF THE CITY OF BELLEVUE, NEBRASKA, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED FIVE MILLION ONE HUNDRED THOUSAND DOLLARS (\$5,100,000) TO PROVIDE FINANCING FOR THE COSTS OF WATER MAIN IMPROVEMENTS FOR THE CITY; PRESCRIBING CERTAIN TERMS AND FORM OF SUCH BONDS AND PROVIDING FOR THE SETTING OF CERTAIN TERMS AND FORM 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

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

Section 1. The Mayor and Council (the “**Council**”) of the City of Bellevue, Nebraska (the “**City**”) hereby find and determine that the Council has duly created Water Extension District No. 2024-1 (the “**District**”) pursuant to Section 19-2402, Reissue Revised Statutes of Nebraska, as amended, and certain improvements were ordered to be constructed in the District by the City through contracts with the Metropolitan Utilities District of Omaha; the City previously authorized and issued its General Obligation Bonds, Series 2024, in the stated principal amount of \$11,000,000, dated March 15, 2024, to pay a portion of the costs of improvements in the District; the aggregate cost of the improvements constructed and expected to be constructed in the District, together with costs of the issuance of the bonds for such improvements, is expected to exceed \$16,500,000; there remains due and payable by the City for general benefit costs for the construction of improvements in such District, together with legal, fiscal, financing and miscellaneous expenses, not less than \$5,100,000; all conditions, acts and things required by law to exist or to be done precedent to the issuance of bonds called district water service extension bonds of district no 2024-1, and also known as General Obligation Bonds of the City, (the “**Bonds**”) in the amount of not to exceed \$5,100,000 pursuant to Section 19-2405, Reissue Revised Statutes of Nebraska, as amended, all for the purpose of paying the cost of a portion of the improvements and related expenses heretofore described, do exist and have been done in due form and time as required by law.

Section 2. (a) The Bonds may be issued in one or mor series, may be issued from time to time, and each series shall consist of fully registered bonds without coupons, numbered from **R-1** upward, in denominations of **\$5,000** or any integral multiple thereof. The Bonds, as originally issued or issued upon transfer, exchange or substitution, shall be substantially in the form set forth in **Section 5**. The Bonds shall be dated the date of delivery thereof (the “**Date of Original Issue**”), shall be due and payable serially on the dates and in the amounts, and shall bear interest at the rates per annum all as provided in the Designation (described herein).

(b) The Bonds or any portion thereof are hereby authorized to be sold pursuant to a negotiated sale with D.A. Davidson & Co., as initial purchaser (the “**Underwriter**”). In connection with such sale, the Mayor, City Administrator or City Finance Director (each, an “**Authorized Officer**”) are hereby authorized to specify, determine, designate, establish and appoint, as the case may be, in one or more written designations which may be included in a bond purchase agreement (each, a “**Designation**”), (i) the aggregate purchase price of the Bonds and the underwriting discount or fee which shall not exceed 0.9% of the aggregate stated principal amount of the Bonds, (ii) the form and contents of any bond purchase agreement in connection with such sale, (iii) the title, dated date, aggregate principal amount (including the aggregate principal amounts of serial Bonds and term Bonds, if any), which aggregate stated principal amount shall not exceed \$5,100,000, and the final maturity date, which shall not be later than September 15, 2032 (iv) the principal amounts

maturing in each year, (v) the rate or rates of interest to be borne by each principal maturity, and any original issue premium or original issue discount, provided that the true interest cost of the Bonds shall not exceed 4.50%, (vi) the principal payment dates and interest payment dates, (vii) whether the Bonds will be subject to redemption prior to their stated maturity, and if subject to such optional redemption, the provisions governing such redemption, including a redemption price not to exceed 104% of the principal amount then being redeemed plus accrued interest to the date of redemption, (viii) the amount and due date of each sinking fund installment for any of the Bonds issued as term Bonds, (ix) the designation of the Registrar and the form and content of any agreement between the City and such entity, and (x) all other terms and provisions of the Bonds not otherwise specified or fixed by this Ordinance.

(c) The Bonds shall be subject to redemption at the option of the City prior to the stated maturities thereof at any time on or after the fifth anniversary of the Date of the Original Issue (or on such other date as determined in the Designation), as a whole, or in part from time to time in such principal amount and from such maturity or maturities as the City, in its sole and absolute discretion shall determine, and in the event that less than all of the Bonds of any maturity are to be called for redemption, the particular Bonds of such maturity to be redeemed shall be selected by lot, at a redemption price of the amount thereof, together with the interest accrued on such principal amount to the date fixed for redemption.

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

Notice of redemption of Bonds stating their designation, date, maturity and principal amounts shall be given by the Registrar by mailing such notice by first-class mail, postage prepaid, not less than thirty (30) days prior to the date fixed for redemption to the registered owners at their most recent addresses appearing upon the books of registry, but failure to mail such notice shall not affect the proceedings for redemption. Notice of redemption need not be given to the holder of any Bond, whether registered or not, who has waived notice of redemption. Notice of redemption having been given as provided above or notice of redemption having been waived by the owners of Bonds called for redemption who have not been given such notice as provided above, the Bonds so called for redemption shall become due and payable on the designated redemption date. The City shall give written notice to the Registrar of its election to redeem Bonds at least forty-five days prior to the said redemption date, or such shorter period as shall be acceptable to the Registrar. If on or before the said redemption date funds sufficient to pay the Bonds so called for redemption at the applicable redemption price and accrued interest to said date have been deposited or caused to have been deposited by the City with the Registrar for the purposes of such payment and notice of redemption thereof has been given or waived as hereinbefore provided, then from and after the date fixed for redemption interest on such Bonds so called shall cease to accrue and become payable. If such funds shall not have been so deposited with the Registrar as provided on or before the date fixed for redemption, such call for redemption shall be revoked and the Bonds so called for redemption shall continue to be outstanding the same as though they had not been so called, and shall continue to bear interest until paid at such rate as they would have borne had they not been called for redemption, and shall continue to be protected by this Ordinance and entitled to the benefits and security hereof.

Section 3. Interest on the Bonds at the respective rates for each maturity is payable semiannually as determined in the Designation (each of such dates an “**Interest Payment Date**”) from the Date of Original Issue or the most recent Interest Payment Date, whichever is later, until maturity or earlier redemption by check or draft mailed by the Registrar or its successor on such Interest Payment Date to the registered owner of each Bond at such registered owner’s address as it appears on the Bond Register maintained by the Registrar

or its successor at the close of business on the fifteenth day preceding such Interest Payment Date (the “Record Date”) subject to the provisions of the following paragraph. The principal on the Bonds and the interest due at maturity or upon redemption prior to maturity is payable in lawful money of the United States of America to the registered owners thereof upon presentation and surrender of such Bonds to the Registrar.

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

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

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

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

**UNITED STATES OF AMERICA
STATE OF NEBRASKA
COUNTY OF SARPY
CITY OF BELLEVUE
GENERAL OBLIGATION BOND, SERIES 2025**

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Issue</u>	<u>CUSIP Number</u>
	_____, 20__	_____, 2025	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

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

and _____ of each year, beginning _____, 2025 (each of such dates an “**Interest Payment Date**”) until maturity or earlier redemption.

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

The bonds of the series of which this bond is one are subject to redemption at the option of the City prior to the stated maturities thereof at any time on and after the fifth anniversary of the Date of Issue, as a whole, or in part from time to time in such principal amounts and from such maturity or maturities as the City, in its sole and absolute discretion, shall determine, and in the event that less than all the bonds of a maturity are to be called for redemption, the particular bonds of such maturity to be redeemed shall be selected by lot at the redemption price of the principal amount thereof, together with the interest accrued on such principal amount to the date fixed for redemption.

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

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

This bond is one of a series of bonds numbered from 1 upwards, in order of their issuance, being in the denomination of \$5,000 and integral multiples thereof, of the total principal amount of _____ Thousand Dollars (\$ _____) all of like date and tenor except as to denomination, date of maturity, rate of interest and priority of redemption which have been issued by the City for the purpose of providing financing for water improvements in the City’s Water Extension District No. 2024-1, pursuant to Section 19-2405, Reissue Revised Statutes of Nebraska, as amended, and paying the costs of issuance of the series of bonds of which this bond is one. This bond and the series of which it is one, are issued under the authority of and in compliance with the laws of the State of Nebraska governing the City, and pursuant to Ordinance No. ____ of the City (the “**Ordinance**”) duly enacted and by proceedings duly had by the Mayor and Council, and may be called district water service extension bonds of district No. 2024-1.

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

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

IT IS HEREBY CERTIFIED AND WARRANTED that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this bond did exist, did happen and were done and performed in regular and due form and time as required by law, and that the indebtedness of the City, including this bond, does not exceed any statutory limitation imposed by law. The City agrees that it will cause to be levied and collected annually a tax by valuation on all the taxable property in the City, in addition to all other taxes, sufficient in rate and amount to fully pay the principal and interest on said bonds as the same becomes due.

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

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

CITY OF BELLEVUE, NEBRASKA

ATTEST:

By: _____ (Facsimile Signature)
Mayor

By: _____ (Facsimile Signature)
Clerk

[S E A L]

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

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

_____, Bond
Registrar and Paying Agent

By: _____

[The remainder of this page intentionally left blank]

ASSIGNMENT

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

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

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

Dated: _____

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

Medallion Signature Guarantee:

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

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

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

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

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

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

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

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

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

(i) any successor securities depository or its nominee;

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

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

If for any reason the Depository resigns and is not replaced, the City shall immediately provide a supply of printed bond certificates for issuance upon the transfers from the Depository and subsequent transfer or in the event of partial redemption. In the event that such supply of certificates shall be insufficient to meet the requirements of the Registrar for issuance of replacement Bonds upon transfer or partial redemption, the City agrees to order printed an additional supply of certificates and to direct their execution by manual or facsimile signature of its then duly qualified and acting Mayor and Clerk. In case any officer whose signature or facsimile thereof shall appear on any Bond shall cease to be such officer before the delivery of such Bond (including any bond certificates delivered to the Registrar for issuance upon transfer), such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes the same as if such officer or officers had remained in office until the delivery of such Bond. The Bonds shall not be valid and binding on the City until authenticated by the Registrar. The Bonds shall be delivered to the Registrar for registration and authentication. Upon execution, registration and authentication of the Bonds, they shall be delivered to the City Treasurer, who is authorized to deliver them to the Underwriter, as the initial purchaser thereof, upon receipt of the full purchase price of the Bonds as set forth in the Bond Purchase Agreement hereinafter approved. Such initial purchaser shall have the right to direct the registration of the Bonds and the denomination thereof within each maturity, subject to the restrictions of this Ordinance. The Underwriter and its agents and representatives, the Paying Agent and Register, and the City's bond counsel, are all hereby authorized to take such actions on behalf of the City as are necessary to effectuate the closing of the issuance and sale of the Bonds, including, without limitation, authorizing the release of the Bonds by the Depository at closing. The Bond Purchase Agreement (the "Purchase Agreement") to be entered into between the City and the Underwriter with respect to the purchase of the Bonds from the City, in such form as the Authorized Officer executing the Purchase Agreement shall in the exercise of his or her own independent judgment and absolute discretion determine to be necessary, proper, appropriate, advisable, or desirable in order to effectuate the issuance, sale, and delivery of the Bonds, be and the same is hereby in all respects authorized, adopted, specified, accepted, ratified, approved and confirmed.

Section 7. An Authorized Officer, or one or more of them, shall designate the Bond Registrar and Paying Agent (the "**Registrar**") for the Bonds in the Designation. The Registrar shall keep the books for the registration and transfer of Bonds at its office. If the Registrar is a bank or trust company, the Registrar shall serve in such capacities under the terms of an agreement entitled "Paying Agent and Registrar's Agreement" between the City and the Registrar, the form of which shall be approved by an Authorized Officer. The Mayor and Clerk are hereby authorized to execute said agreement in substantially the form presented but with such changes as they shall deem appropriate or necessary. The names and registered addresses of the registered owner or owners of the Bonds shall at all times be recorded in such books. The transfer of any Bond may be registered upon the books kept for the registration and registration of transfer of Bonds upon presentation and surrender thereof to the Registrar together with an assignment duly executed by the registered owner or such registered owner's attorney or legal representative in such form as shall be satisfactory to the Registrar. Upon

any such registration of transfer, the City shall execute and the Registrar shall authenticate and deliver in exchange for such Bond, a new Bond or Bonds of any denomination or denominations authorized by this Ordinance of the same series and maturity and in the same aggregate principal amount and bearing interest at the same rate. Bonds may be exchanged at the principal office of the Registrar for a like aggregate principal amount of Bonds and the City shall execute and the Registrar shall authenticate and deliver Bonds which the owner making the exchange is entitled to receive, numbered consecutively beginning after the last number then outstanding and of the same maturity and bearing interest at the same rate as the Bonds surrendered for exchange. The Registrar may impose a charge sufficient to defray all costs and expenses incident to registrations of transfer and exchanges. In each case the Registrar shall require the payment by the owner requesting exchange or transfer of any tax or other governmental charge required to be paid with respect to such exchange or transfer.

The Registrar shall not be required to transfer Bonds for a period of 16 days next preceding any interest or principal payment date or to transfer any Bonds for a period of 30 days next preceding any date fixed for redemption. The Registrar shall also be responsible for making the payments of principal and interest as the same fall due upon the Bonds from funds provided by the City for such purpose. Payments of interest due upon the Bonds prior to maturity or redemption shall be made by the Registrar by mailing a check in the amount due for such interest on each interest payment date to the registered owner of each Bond as of the close of business on the fifteenth day of the month immediately preceding the month in which interest on the Bonds is payable, addressed to such owner's registered address as shown on the books of registration as required to be maintained under this **Section 7**. Payments of principal due at maturity or at any date fixed for redemption prior to maturity, together with any accrued interest then due, shall be made by the Registrar upon presentation and surrender of such Bond at the office of the Registrar. The City and the Registrar may treat the registered owner of any Bond as the absolute owner of such Bond for purposes of making payment thereon and for all other purposes. All payments on account of interest or principal made to the registered owner of any Bond shall be valid and effectual and shall be a discharge of the City and the Registrar in respect of the liability upon the Bonds or claims for interest to the extent of the sum or sums so paid.

Section 8. After the Bonds are executed by the City they shall be delivered to the Registrar for authentication and registration as to ownership, and in the denominations designated in writing by the initial purchaser thereof hereinafter identified. After execution, authentication and registration of the Bonds, the City Treasurer is authorized and directed to deliver them to the Underwriter upon receipt of the purchase price of the Bonds as set forth in the Bond Purchase Agreement hereinafter approved.

Section 9. The City agrees that it will cause to be levied and collected annually a tax by valuation on all the taxable property in the City, in addition to all other taxes, which with other funds of the City available therefor, shall be sufficient in rate and amount to fully pay the principal of and interest on the Bonds as the same become due.

Section 10. The Clerk shall make and certify one or more complete transcripts of the proceedings had and done by the City precedent to the issuance of said Bonds, a copy of which transcript shall be delivered to the initial purchaser of the Bonds. After being executed by the Mayor and Clerk, said Bonds shall be delivered to Underwriter.

Section 11. The City hereby covenants with the purchasers and holders of the Bonds herein authorized that it will make no use of the proceeds of said issue, including monies held in any sinking fund for the payment of principal and interest on said Bonds, which would cause said Bonds to be arbitrage bonds within the meaning of Sections 103 and 148 and other related sections of the Internal Revenue Code of 1986, as amended (the "Code"), and further covenants to comply with said Sections 103 and 148 and related sections and all applicable regulations thereunder throughout the term of said issue. The City hereby

authorizes the Authorized Officers to covenant and agree to take all actions necessary under the Code to maintain the tax exempt status (as to taxpayers generally) of interest payable on the Bonds.

Section 12. The City hereby (a) authorizes and directs that an Authorized Officer execute and deliver, on the date of issue of the Bonds, a continuing disclosure undertaking (the “Continuing Disclosure Undertaking”) in such form as shall be satisfactory to the City and in compliance with Rule 15c2-12 of the Securities and Exchange Commission, and (b) covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Undertaking. Notwithstanding any other provision of this resolution, failure of the City to comply with the Continuing Disclosure Undertaking shall not be considered an event of default hereunder; however, any Participating Underwriter (as such term is defined in the Continuing Disclosure Undertaking) or any Beneficial Owner or any Registered Owner of a Bond (as such terms are defined in the Continuing Disclosure Undertaking) may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the City to comply with its obligations under this section.

Section 13. The proceeds of the Bonds shall be deposited with the City and applied to pay the costs of the improvements in the District as described in Section 1 hereof, and issuance expenses for the Bonds. Pending such application the City Treasurer may hold such proceeds.

Section 14. The City’s obligation under this Ordinance shall be fully discharged and satisfied as to the Bonds authorized and issued hereunder, and said Bonds shall no longer be deemed outstanding hereunder when payment of the principal of such Bonds plus interest thereon to the date of maturity or redemption thereof (a) shall have been made or caused to be made in accordance with the terms thereof; or (b) shall have been provided by depositing with the Registrar or in escrow with a national or state bank having trust powers, in trust solely for such payment (i) sufficient moneys to make such payment or (ii) direct general obligations of, or obligations the principal and interest of which are unconditionally guaranteed by, the United States of America or obligations of an agency of the United States of America (herein referred to as “**Government Obligations**”), in such amount and maturing as to principal and interest at such times, as will insure the availability of sufficient moneys to make such payment, and such Bonds shall cease to draw interest from the date of their redemption or maturity and, except for the purposes of such payment, shall no longer be entitled to the benefits of this Ordinance; provided that, with respect to any Bonds called or to be called for redemption prior to the stated maturity thereof, notice of redemption shall have been duly given. If moneys shall have been deposited in accordance with the terms hereof with the Registrar as escrow agent in trust for that purpose sufficient to pay the principal of such Bonds, together with all interest due thereon to the due date thereof or to the date fixed for the redemption thereof, as the case may be, all liability of the City for such payment shall forthwith cease, determine and be completely discharged, and such Bonds shall no longer be considered outstanding.

Section 15. Without in any way limiting the power, authority or discretion elsewhere herein granted or delegated, the Council hereby (a) authorizes and directs the Mayor, City Administrator, City Finance Director, City Clerk, City Attorney and all other officers, officials, employees and agents of the City to carry out or cause to be carried out, and to perform such obligations of the City and such other actions as they, or any of them, in consultation with bond counsel, the initial purchaser of the bonds and its counsel, shall consider necessary, advisable, desirable or appropriate in connection with this Ordinance and issuance, sale and delivery of the Bonds, including, without limitation, and whenever appropriate the execution and delivery thereof and of all other related documents, instruments, certifications and opinions, and (b) delegates, authorizes and directs the Mayor, City Administrator and City Finance Director the right, power and authority to exercise his own independent judgment and absolute discretion in (i) determining and finalizing the terms, provisions, form and contents of any official statement utilized in offering the Bonds for sale to the public, (ii) determining and finalizing all other terms and provisions to be carried by the Bonds not specifically set forth in this Ordinance, and (iii) the taking of all actions and the making of all arrangements necessary, proper,

appropriate, advisable or desirable in order to effectuate the issuance, sale and delivery of the Bonds. The execution and delivery by the Mayor or by any such other officers, officials, employees or agents of the City of any such documents, instruments, certifications and opinions, or the doing by them of any act in connection with any of the matters which are the subject of this Ordinance, shall constitute conclusive evidence of both the City's and their approval of the terms, provisions and contents thereof and all changes, modifications, amendments, revisions and alterations made therein and shall conclusively establish their absolute, unconditional and irrevocable authority with respect thereto from the City and the authorization, approval and ratification by the City of the documents, instruments, certifications and opinions so executed and the actions so taken.

Section 16. The Mayor and City Council hereby authorize the Authorized Officers, or each individually, to approve and deem final, within the meaning of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended, a Preliminary Official Statement with respect to the Bonds and the information therein contained and to approve and deliver a final Official Statement for and on behalf of the City. The Authorized Officers, or any one or more of them, are hereby further authorized to take any and all actions and enter into any and all agreements and execute any documents deemed necessary or appropriate in connection with the issuance and sale of the Bonds, and any such actions previously taken are hereby ratified and confirmed.

Section 17. If any one or more of the provisions of this Ordinance should be determined by a court of competent jurisdiction to be contrary to law, then such provisions shall be deemed severable from the remaining provisions of this Ordinance and the invalidity thereof shall in no way affect the validity of the other provisions of this Ordinance or of the Bonds and the owners of the Bonds shall retain all the rights and benefits accorded to them under this Ordinance and under any applicable provisions of law.

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

Section 18. All ordinances, resolutions or orders, or parts thereof in conflict with the provisions of this Ordinance are to be extent of such conflict hereby repealed.

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

PASSED AND APPROVED: _____, 2025.

CITY OF BELLEVUE, NEBRASKA

ATTEST:

By: _____
Clerk

By: _____
Mayor

[SEAL]

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16a.
7/1/2025

COUNCIL MEETING DATE: July 1, 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 type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Request to approve the Amendment to the Cornhusker Creek Subdivision Agreement (SID #379).

SYNOPSIS/BACKGROUND:

The original Cornhusker Creek Subdivision Agreement required the ownership and maintenance of the outlots to remain with a Home Owner's Association. Previously, the city required this. Over time, the city has realized it is better for outlots to be owned and maintained by the SID. Upon annexation, the city will take over ownership. The amendment is being done at the city's request to allow for the outlots to be owned and maintained by SID #379.

FISCAL IMPACT:: n/a BUDGETED FUNDS?: 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 DISTRUBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Staff is recommending approval of this request.

ATTACHMENTS:

- Amendment to the Cornhusker Creek Sub Agreement
-
-
-
-
-

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Simone Bicknell
Tammi Palm
Sam Rice

AMENDMENT TO
SUBDIVISION AGREEMENT
FOR CORNHUSKER CREEK

THIS AMENDMENT is made this 1st day of July, 2025 by and among CORNHUSKER CREEK, LLC, a Nebraska limited liability company, (“Developer”), SANITARY AND IMPROVEMENT DISTRICT NO. 379 OF SARPY COUNTY, NEBRASKA, a Nebraska political subdivision (“District”), and THE CITY OF BELLEVUE, a municipal corporation of the first class (“City”) to the Subdivision Agreement for Cornhusker Creek dated July 16, 2024 (“Subdivision Agreement”).

WITNESSETH:

WHEREAS, the City, District, and Developer desire to clarify and define the respective ownership and responsible parties for the outlots within the Cornhusker Creek Subdivision under the Subdivision Agreement;

NOW, THEREFORE, in consideration of the premises, the parties agree as follows:

1. The Developer shall transfer to the District, and the District shall take ownership of Outlots A-E, Cornhusker Creek.
2. The District shall be responsible for the maintenance of Outlots A-E, Cornhusker Creek, including, but not limited to, the obligations set forth in Subsection 5(h) of the Subdivision Agreement.
3. All references to “outlot(s)” in Section 7 of the Subdivision Agreement are hereby deleted.
4. Except as specifically provided in this Amendment, the terms and conditions of the Subdivision Agreement shall remain unmodified and in full force and effect.
5. This Addendum may be executed in any number of counterparts, each of which shall be an original; but such counterparts shall together constitute but one and the same instrument. A party’s signature on this Addendum transmitted by electronic transmission (for example, through use of DocuSign) shall be valid and effective to bind the party so signing.

IN WITNESS WHEREOF, the PARTIES have executed this Agreement effective as of the date and year first above written.

ATTEST:

CITY OF BELLEVUE

City Clerk

By:

Mayor

Date

APPROVED AS TO FORM:

Attorney for City of Bellevue

ATTEST:

SANITARY & IMPROVEMENT DISTRICT NO.
379 OF SARPY COUNTY, NEBRASKA

Clerk

By:

Chairman

Date

CORNHUSKER CREEK, LLC, a Nebraska limited
liability company

By:

Thinh Tran, Manager

Date

01248675.DOCX

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 07.01.2025		SUBMITTED BY: Administration	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Land Purchase

SYNOPSIS/BACKGROUND:

Commercial Purchase Agreement in the amount of \$1,445,946.60 to purchase 37.85 acres for future site of Public Works Facility.

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:

Approve and authorize Mayor to execute the Commercial Purchase Agreement for land acquisition in an amount not to exceed \$1,445,946.60.

ATTACHMENTS:

1. <input type="text" value="Commercial Purchase Agreement"/>	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: _____

COMMERCIAL PURCHASE AGREEMENT

THIS COMMERCIAL PURCHASE AGREEMENT (“Agreement”) is entered into as of _____, 2025 (the “Effective Date”) by and between **Dana Partnership LLP** (the “Seller”), and **the City of Bellevue, NE** (the “Buyer”).

NOW, THEREFORE WITNESSETH: That for and in consideration of mutual covenants and agreements hereinafter set forth, Seller and Buyer hereby agree as follows:

RECITALS

R-1. Seller is the owner of that certain parcel of real estate located in the City of Bellevue, County of Sarpy, State of Nebraska, legally described on Exhibit A (subject to confirmation by Title Company) attached hereto and identified here as “Land” or “Property.”

R-2. Buyer desires to purchase and Seller has agreed to sell such Land, together with all buildings and improvements owned by Seller and any and all of Seller’s rights, easements, licenses and privileges presently thereon or appertaining thereto.

R-3. Buyer has agreed to pay to Seller the Purchase Price (as hereinafter defined) for the Property, and Seller has agreed to sell the Property to Buyer, on the terms and conditions set forth below.

R-4. Buyer intends to make investigations regarding the Property, and Buyer’s intended uses of the Property, as Buyer deems necessary and desirable.

1. Purchase Price. Buyer agrees to pay the sum of \$1,445,946.60 (the “Purchase Price”) on the following terms: Reference is hereby made to that certain Commercial Purchase Agreement between Armor Storages IX LLC and Buyer (the “Armor Storages Agreement”), whereby Buyer will pay the total sum of \$2,100,000 for the parcels listed in this Agreement and the Armor Storages Agreement combined.

1.1. Within five (5) business days following the Effective Date, Buyer shall deposit the sum of \$25,000, as earnest money deposit (“Earnest Deposit”), in an escrow account with Beth Bucklin with TitleCore, 8701 West Dodge Road, Omaha, NE (the “Escrow Agent” or the “Title Company”). Upon expiration of the Inspection Period (as hereinafter defined) the Earnest Deposit shall become non-refundable to Buyer and shall be delivered to Seller without further action by the parties. If the purchase and sale of the Property is consummated in accordance with this Agreement, the Earnest Deposit shall be applied to the payment of the Purchase Price at Closing. If Buyer terminates this Agreement and is entitled to the return of the Earnest Deposit by the express terms of this Agreement, then the Earnest Deposit shall be returned to Buyer, and no party hereto shall have any further obligations under this Agreement except for such obligations which by their terms expressly survive the termination of this Agreement. Buyer agrees that one-half of the Deposit becomes non-refundable if Buyer does not terminate the agreement within ninety (90) days following the Effective Date.

1.2 The balance in cash or immediately available funds at Closing shall be paid to the Escrow Agent for delivery to Seller.

2. Applicable Conditions. This Agreement is conditioned upon the happening of each of the following events. If each of the same has not occurred within the time stated, this offer shall be null and void, and the Earnest Deposit returned to Buyer.

2.1. Inspection. Buyer shall have a period of time commencing upon the Effective Date and ending at 5:00 p.m. (CST) on the 180th day thereafter to make a complete inspection of the Property, including all matters relating to property condition, financials, environmental, title and survey (the "Inspection Period"). Prior to Closing, Buyer and its authorized agents may enter upon the Property for the purpose of making non-invasive inspections at Buyer's sole risk, cost and expense. Buyer shall indemnify, defend and hold Seller harmless from and against any and all liabilities, costs and expenses that should arise out of Buyer's inspection efforts. All of such entries upon the Property shall be at reasonable times during normal business hours and after reasonable prior notice to Seller or Seller's agent, and Seller or Seller's agent shall have the right to accompany Buyer during any activities performed by Buyer on the Property. Buyer shall not contact any tenant of the Property, any governmental agency or instrumentality, or any other third person regarding the Property without the prior written consent of Seller. Buyer shall provide Seller with a copy of the results of any third-party tests and inspections made by Buyer, excluding only market and economic feasibility studies. If any inspection or test disturbs the Property, Buyer will restore the Property to a substantially similar condition as existed before the inspection or test. Buyer shall defend, indemnify and hold Seller, Seller's members, managers, trustees, directors, officers, tenants, agents, contractors and employees and the Property harmless from and against any and all losses, costs, damages, claims, or liabilities, including but not limited to, mechanic's and materialmen's liens and Seller's attorneys' fees, arising out of or in connection with Buyer's inspection of the Property as allowed herein. The provisions of this paragraph shall survive the Closing or the earlier termination of this Agreement. Notwithstanding the foregoing, Buyer shall be allowed to extend the Inspection Period for two (2) successive thirty (30) day periods with not less than thirty (30) days' written notice to Seller prior to the expiration of the Inspection Period, as may be extended. Buyer shall deposit \$5,000 as an additional Escrow Deposit upon exercising each extension period. All terms and conditions contained herein shall apply to the additional Escrow Deposit, and the same shall become fully refundable should Buyer terminate this Agreement as allowed herein.

a. In the event Buyer, in Buyer's sole and absolute discretion, finds any condition or circumstance of the Property to be unacceptable, Buyer may notify Seller in writing on or before the expiration of the Inspection Period and elect to terminate this Agreement. Upon such termination, this Agreement shall terminate. If Buyer terminates this Agreement during the Inspection Period, Title Company shall immediately return the Earnest Deposit to Buyer.

b. If Buyer does not provide Seller with written notice on or before the expiration of the Inspection Period then Buyer shall be deemed to have elected not to terminate this Agreement.

c. Seller within ten (10) days after the Effective Date hereof shall deliver to Buyer the following to the extent they are in Seller's possession (collectively, the "Due Diligence Seller Materials"):

- i. Any environmental report;
- ii. All engineering reports and plans, surveys, architectural and building plans in Seller's possession;
- iii. Any existing warranties affecting the Property.

2.2 Prior to Closing, Seller shall provide any additional due diligence materials reasonably requested by Buyer which is in Seller's possession, for use in Buyer's evaluation of the Property.

2.3 Taxes. The parties shall prorate general real estate taxes and assessments imposed by governmental authorities (“Taxes”) in accordance with local custom for real estate transactions involving property in the county in which the Property is located (i.e., all consolidated real estate taxes which become delinquent if not paid in the year in which Closing takes place shall be treated as though all are current taxes, and those taxes shall be prorated as of the Closing Date with Seller being responsible for the portion of such Taxes applicable to the period from January 1 of the year in which Closing occurs through the day prior to the Closing Date and Buyer being responsible for Taxes applicable to the balance of such year; as such, to the extent Seller has paid such taxes, Buyer shall reimburse Seller at Closing for such portion of the year for which Buyer is responsible pursuant to the foregoing; to the extent such taxes are unpaid as of Closing, the same shall be paid out of the closing proceeds and Buyer shall be credited with the Taxes applicable to the portion of such year for which Seller is responsible pursuant to the foregoing).

2.4 Farming. It is understood that the Seller is actively farming the property, and shall continue to farm until closing. In the event that the closing is prior to harvesting, Buyer shall make best efforts to allow farmer to harvest any crops.

3. Closing Prorations; Leases and Service Contracts.

3.1. All normal and customarily proratable items, including, without limitation, rents, operating expenses, personal property taxes, utilities, other operating expenses and fees, shall be prorated as of the Closing Date, Seller being charged or credited, as appropriate, for all of same attributable to the period up to and including the day immediately preceding the Closing Date (and credited for any amounts paid by Seller attributable to the period from and after the Closing Date) and Buyer being responsible for, and credited or charged, as the case may be, for all of same attributable to the period from and after the Closing Date. All security or other deposits and accrued interest thereon under tenant leases shall be transferred by Seller to Buyer at the Closing. Prepaid rents for periods of occupancy following the Closing shall be credited to Buyer at the Closing. Buyer shall assume at Closing the obligations under all of the Leases and Assumed Contracts. For purposes hereof, rents shall include, without limitation, all rents or other charges or reimbursements of any nature which are payable by tenants. Rent paid by tenants and received by Seller prior to the Closing Date shall be prorated between the Parties with rent applicable to the period from and after the Closing Date allocated to Buyer.

4. Title and Survey. Within ten (10) days from the Effective Date, Seller shall obtain from Title Company a preliminary title report (the “Title Commitment”) to issue an Owner’s Policy of Title Insurance (the “Title Policy”) insuring Buyer’s title to the Property to be good and indefeasible in the amount of the Purchase Price. The Title Commitment shall include copies of vesting deeds and all documents of record reflected therein.

Following the Effective Date, Buyer, at its own expense, may obtain a survey of the Property (the “Survey”) suitable to Buyer and Title Company, showing each Schedule B exception contained in the Title Commitment and its effect on the Property.

Buyer shall have until seven (7) days from the date on which it receives the Title Commitment to approve or disapprove the status of title as shown thereby, and by any update to the Survey obtained by Buyer, by giving written notice to Seller and Escrow Agent. If Escrow Agent issues a supplemental or amended Title Commitment showing additional exceptions to title (“Additional Exceptions”), Buyer shall have five (5) days from the date of receipt thereof in which to give written notice of dissatisfaction to Seller and Escrow Agent as to any such Additional Exceptions.

If in either case Buyer gives such notice (a "Title Notice"), Seller, at Seller's option, but without obligation or liability, may attempt to remove or obtain title insurance endorsements, reasonably satisfactory to Buyer, against the matters specified in the Title Notice. If Seller does not so cure or agree in writing to cure such matters within thirty (30) days of Seller's receipt of the Title Notice, then Buyer may cancel this Agreement by giving written notice thereof to Escrow Agent on or before the thirty-fifth (35th) day after Seller's receipt of the Title Notice, or Buyer may waive its objections in writing and the transaction shall close as scheduled. In each case, if Buyer does not give the appropriate written notice within the required time period, Buyer will be deemed to have approved the Title Commitment or any Additional Exceptions, as applicable. Notwithstanding anything contained herein to the contrary, it is understood and agreed that the Property shall be conveyed to Buyer free and clear of all monetary liens of an ascertainable amount created by Seller.

5. Closing and Escrow Closing; Conditions to Closing.

5.1 The Closing shall occur on or before the 30th day following the expiration of the Inspection Period or the date the Bellevue City Council approves the sale, whichever occurs latter (the "**Closing Date**" or "**Closing**"). Seller acknowledges that Buyer may terminate this Agreement should the Bellevue City Council not approve this transaction, with all escrowed funds refunded.

5.2 The Buyer and Seller acknowledge and understand that the Escrow Agent will handle the Closing. Escrow Agent's charges for the escrow closing shall be equally divided between Buyer and Seller.

5.3 At or prior to the Closing, Seller shall execute and/or deliver the following to the Escrow Agent for the benefit of Buyer:

- a. General Warranty Deed (the "Deed").
- b. INTENTIONALLY DELETED
- c. Such other documents and instruments as may be required by this Agreement or by the Title Company in order to consummate the transactions described in this Agreement and to issue the Title Policy to Buyer, including, without limitation, an owner's affidavit if required in connection with the issuance of an extended form title policy.
- d. A non-foreign (FIRPTA) affidavit for Seller complying with the requirements of Internal Revenue Code Section 1445(f)(3) and the regulations promulgated thereunder.

5.4 At or prior to the Closing, Buyer shall execute and/or deliver the following to Seller:

- a. The balance of the Purchase Price as set forth in Section 1 hereof.
- b. Such other documents and instruments as may be reasonably required in this Agreement or by the Title Company in order to consummate the transactions described in this Agreement.

c. Such other instruments, affidavits and tax returns as are customarily executed by the Buyer of an interest in real property in connection with the recording of a deed.

6. Transaction Costs. Seller shall pay for the cost of (i) one-half (1/2) of the costs of a standard Title Policy; (ii) any documentary stamps and transfer taxes; (iii) one-half (1/2) of Escrow Agents standard escrow fees; (iv) its attorney's fees; and (v) the real estate brokerage commissions.

Buyer shall pay for the cost of (i) one-half (1/2) of the costs of the Title Policy and plus the entire cost of any endorsements to the Title Policy requested by Buyer ; (ii) costs of any environmental updates; (iii) one-half (1/2) of Escrow Agent's standard escrow fees; and (iv) its attorney's fees.

7. Risk of Loss and Condemnation.

7.1 Except as provided in this Section and in Section 7.2, the risk of loss or damage to the Property and all liability to third persons until the Closing shall be borne by Seller. In case of loss or damage to the Property, if Seller fails to restore the Property on or before the Closing Date, Buyer, at Buyer's option, and as its sole remedies, may either:

a. cancel this Agreement without further liability to Buyer or Seller, in which event Escrow Agent shall return to Buyer all Earnest Money and shall return any documents previously delivered into escrow to the party depositing the documents in escrow; or

b. proceed with the Closing and be entitled to Seller's rights to insurance, in which case Buyer shall be obligated to pay the full Purchase Price for the Property, and at the Closing, all of the insurance proceeds payable to Seller with respect to the loss and all rights with respect to the loss under the insurance policy covering the loss, plus the insurance deductible amount shall be assigned by Seller to Buyer. In such event any insurance proceeds previously received by Seller in connection with the loss shall be paid to Buyer. In no event shall Seller be obligated to assign or expend funds other than insurance proceeds and insurance deductible amounts.

7.2 In the event of the condemnation (or sale in lieu thereof) of any portion of the Property prior to Closing, Buyer shall have the right to cancel this Agreement by giving written notice of cancellation to Seller within ten (10) days of receiving notice of such condemnation from Seller, in which event the Earnest Deposit shall be returned to Buyer and all obligations to buy or sell the Property shall terminate. If Buyer does not give such notice within such time period, Buyer shall receive all awards or payments made therefor by the condemning authority to which Seller is entitled and shall proceed to close the escrow and pay the Purchase Price provided herein.

8. Representations and Warranties.

8.1 Seller warrants and represents the following to Buyer as of the Effective Date and as of the Closing Date:

a. Seller has good, marketable and indefeasible fee simple title to the Property, free and clear of all liens, encumbrances, conditions, exceptions or reservations, except those of record;

b. Seller has not received any notices of, and has no actual knowledge of, any condemnation, environmental, zoning or other environmental or land use

regulation or proceeding, which would materially and adversely affect Buyer's intended ownership, use or operation of the Property;

- c. Seller has the legal power, right and authority to enter into this Agreement and the instruments to be executed by Seller pursuant to this Agreement, and to consummate the transactions contemplated hereby;
- d. All contractors, suppliers and others who have performed services or labor or have supplied materials in connection with Seller's development, ownership or management of the Property have been or by Closing will be paid in full or arrangements will be made for payment thereafter to the extent the same is not yet due or is being contested in good faith, and all liens arising therefrom have been or by Closing will be satisfied and released or affirmatively insured over by the Title Company;
- e. Seller has no actual knowledge of any default, has received no notices of default relative to any Assumed Contracts or Service Contracts, and Seller has no actual knowledge of any facts which, with the passage of time or the giving of notice would result in a default thereunder.

8.2 Buyer warrants and represents to Seller that all documents, including this Agreement, executed or to be executed by Buyer, which are to be delivered to Seller prior to or at Closing, have been or will be duly authorized, executed and delivered by Buyer and are or will be legal, valid and binding obligations of Buyer, and will not violate any provisions of any agreement to which Buyer is a party or to which it is subject; and that Buyer has full right, power and authority, without the necessity, consent or approval of any other person or entity, to enter into this Agreement and perform its obligations hereunder.

9. Time Periods. Except as specifically provided for herein to the contrary, should the last day of a time period fall on a weekend or legal holiday, the next Business Day thereafter shall be considered the end of the time period.

10. Binding Effect. This Agreement shall be binding upon and inure to the benefit of Seller and Buyer, and their respective successors, heirs and permitted assigns.

11. Captions. The captions, headings, and arrangements used in this Agreement are for convenience only and do not in any way affect, limit, amplify, or modify the terms and provisions hereof.

12. Number and Gender of Words. Whenever herein the singular number is used, the same shall include the plural where appropriate, and words of any gender shall include each other gender where appropriate.

13. Notices. All notices, demands, requests and other communications required pursuant to the provisions of this Agreement ("Notice") shall be in writing and shall be deemed to have been properly given or served for all purposes (i) if sent by Federal Express or a nationally recognized overnight carrier for next business day delivery, on the first business day following deposit of such Notice with such carrier, or (ii) if personally delivered, on the actual date of delivery or (iii) if sent by certified mail, return receipt requested postage prepaid, on the second (2nd) business day following the date of mailing, or (iv) if sent by facsimile, then on the actual date of delivery (as evidenced by a facsimile confirmation) provided that a copy of the facsimile and confirmation is also sent the same day by certified mail, return receipt requested postage prepaid, addressed as follows:

If to Seller:

Dana Partnership LLP
10404 Essex Court, Suite 101
Omaha, Nebraska 68114
aagarwal@whitelotusgroup.com

If to Buyer:

The City of Bellevue
Jim Ristow, City Administrator
1500 Wall Street
Bellevue, NE 68005

Any of the parties may designate a change of address by Notice in writing to the other parties. Whenever in this Agreement the giving of Notice by mail or otherwise is required, the giving of such Notice may be waived in writing by the person or persons entitled to receive such Notice.

14. Governing Law and Venue. This Agreement shall be construed according to the laws of the State of Nebraska, without giving effect to its conflict of laws principles. All claims, disputes and other matters in question arising out of or relating to this Agreement, or the breach thereof, shall be decided by proceedings instituted and litigated in Sarpy County, NE and the parties hereto expressly consent to the venue and jurisdiction of such court.

15. Entirety and Amendments. This Agreement embodies the entire Agreement between the parties and supersedes all prior Agreements and understandings, if any, relating to the Property, and may be amended or supplemented only by an instrument in writing executed by the parties.

16. Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable. The Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. In lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible to make such provision legal, valid, and enforceable.

17. Multiple Counterparts. This Agreement may be executed in a number of identical counterparts. If so executed, each of such counterparts is to be deemed an original for all purposes and all such counterparts shall, collectively, constitute one Agreement.

18. Further Acts. In addition to the acts and deeds recited herein and contemplated and performed, executed and/or delivered by Seller and Buyer, Seller and Buyer agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered any and all such further acts, deeds, and assurances as may be necessary to consummate the transactions contemplated hereby.

19. Construction. No provision of this Agreement shall be construed in favor of, or against, any particular party by reason of any presumption with respect to the drafting of this Agreement; both parties, being represented by counsel, having fully participated in the negotiation of this instrument.

20. Time of the Essence. It is expressly agreed by the parties hereto that time is of the essence with respect to this Agreement.

21. Default and Remedies.

21.1. In the event either party is in default of any provision hereof, the non-defaulting party, as a condition precedent to its remedies, must give the defaulting party and the Title Company written notice of the default in strict accordance with the notice requirements of Section 14. Except as otherwise provided in this Agreement, the defaulting party shall have ten (10) days from receipt of such notice to cure the default. If the default is timely cured, this Agreement shall continue in full force and effect. If the default is not timely cured, the non-defaulting party may pursue its applicable remedies set forth in Sections 21.2 and 21.3.

21.2. If Buyer is in default hereunder beyond any applicable notice and cure periods, then Seller shall have the right, as its sole and exclusive remedy, to terminate this Agreement and receive the Earnest Deposit as liquidated damages.

21.3. If Seller is in default hereunder beyond any applicable notice and cure periods, Buyer shall be entitled, as its exclusive remedy, to elect either (a) to terminate this Agreement by giving Seller written notice thereof; or (b) to enforce specific performance of Seller's obligations under this Agreement, which action for specific performance shall be commenced within 30 days after the Closing Date.

22. Waiver. No delay or omission to exercise any right or power accruing upon any default, omission, or failure of performance hereunder shall impair any right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. No waiver, amendment, release, or modification of this Agreement shall be established by conduct, custom, or course of dealing.

23. Brokerage. The parties hereby state that neither Buyer nor Seller has dealt with any real estate brokers or business agents which would give rise to a claim for a commission, finder's fee or other similar transaction fee upon the closing of the transaction contemplated by this Agreement, except for the brokerage services of CBRE, Inc. for Buyer and Campbell/Dana for Seller. Seller shall pay to CBRE, Inc. a commission equal to three percent (3%) of the gross purchase price. Each party hereto agrees to indemnify and hold the other harmless from any and all claims, fees or liabilities arising from the claims of any other persons for commissions and the like resulting from the closing of this transaction. The provisions of this section shall survive closing and be binding upon the heirs, assigns and successors of Buyer and Seller.

24. Consensus. The purpose of the acquisition is for the public use by the Buyer. Although the Buyer has the power of eminent domain, the Buyer and Seller have come to consensus on a purchase price as described in this transaction.

25. "As Is" Purchase. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PROPERTY SHALL BE CONVEYED TO PURCHASER ON AN "AS-IS, WHERE-IS" BASIS WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, EITHER ORAL OR WRITTEN, MADE BY SELLER OR ANY AGENT OR REPRESENTATIVE OF SELLER WITH RESPECT TO THE PHYSICAL OR STRUCTURAL CONDITION OF THE PROPERTY, OR THE PROPERTY'S COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLER HAS MADE AND HEREBY MAKES NO WARRANTY OR REPRESENTATION WHATSOEVER AND HEREBY DISCLAIMS ANY IMPLIED WARRANTY REGARDING THE FITNESS FOR A PARTICULAR PURPOSE, QUALITY OR MERCHANTABILITY OF THE PROPERTY OR ANY PORTION THEREOF.

26. Survival. Except as expressly provided in this Agreement no obligations set forth in this Agreement shall survive the Closing or earlier termination of this Agreement.

27. Limitation of Liability. Notice is hereby given that all persons dealing with Seller shall look to the Property for the enforcement of any claim against Seller, as none of the members, managers, trustees, directors, officers, employees and shareholders of Seller assume any personal liability for obligations entered into by or on behalf of Seller.

**Signature Page to
Commercial Purchase Agreement
dated _____, 2025.**

NOW WHEREFORE, the parties hereto have executed this Agreement as of the Effective Date.

SELLER:

Dana Partnership, LLP

By: 
FEF0AF7D910F41B...

Name: Arun Agarwal

Its: Authorized Signature

Date: 6/18/2025

BUYER:

The City of Bellevue, NE

By: _____

Name: _____

Its: _____

Date: _____

EXHIBIT A TO PURCHASE AGREEMENT

Legal Description

1. PT of Tax Lot 6 Lying North of Aband Up Row & East of Papillion Creek 33-14-13 (16.85 ac)
2. That PT of Tax Lot 20 Lying E of Old 36th Street 28-14-13 (21 ac)

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 07.01.2025		SUBMITTED BY: Administration	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Land Purchase

SYNOPSIS/BACKGROUND:

Commercial Purchase Agreement in the amount of \$654,053.40 to purchase 20.02 acres for future site of Public Works Facility.

FISCAL IMPACT: \$654,053.40 BUDGETED FUNDS?: Yes GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: Yes COUNTER-PARTY: Armor Storages IX LLC INTERLOCAL AGREEMENT:

CONTRACT DESCRIPTION: Commercial Purchase Agreement

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: C1PPW25(07) ACCOUNT NUMBER: 7191

RECOMMENDATION:

Approve and authorize Mayor to execute the Commercial Purchase Agreement for land acquisition in an amount not to exceed \$654,053.40

ATTACHMENTS:

1. Commercial Purchase Agreement	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Talitha King
[Signature]
[Signature]

COMMERCIAL PURCHASE AGREEMENT

THIS COMMERCIAL PURCHASE AGREEMENT (“Agreement”) is entered into as of _____, 2025 (the “Effective Date”) by and between **Armor Storages IX LLC** (the “Seller”), and **the City of Bellevue, NE** (the “Buyer”).

NOW, THEREFORE WITNESSETH: That for and in consideration of mutual covenants and agreements hereinafter set forth, Seller and Buyer hereby agree as follows:

RECITALS

R-1. Seller is the owner of that certain parcel of real estate located in the City of Bellevue, County of Sarpy, State of Nebraska, legally described on Exhibit A (subject to confirmation by Title Company) attached hereto and identified here as “Land” or “Property.”

R-2. Buyer desires to purchase and Seller has agreed to sell such Land, together with all buildings and improvements owned by Seller and any and all of Seller’s rights, easements, licenses and privileges presently thereon or appertaining thereto.

R-3. Buyer has agreed to pay to Seller the Purchase Price (as hereinafter defined) for the Property, and Seller has agreed to sell the Property to Buyer, on the terms and conditions set forth below.

R-4. Buyer intends to make investigations regarding the Property, and Buyer’s intended uses of the Property, as Buyer deems necessary and desirable.

1. Purchase Price. Buyer agrees to pay the sum of \$654,053.40 (the “Purchase Price”) on the following terms: Reference is hereby made to that certain Commercial Purchase Agreement between Dana Partnership, LLC and Buyer (the “Dana Partnership Agreement”), whereby Buyer will pay the total sum of \$2,100,000 for the parcels listed in this Agreement and the Dana Partnership Agreement combined.

1.1. Within five (5) business days following the Effective Date, Buyer shall deposit the sum of \$25,000, as earnest money deposit (“Earnest Deposit”), in an escrow account with Beth Bucklin with TitleCore, 8701 West Dodge Road, Omaha, NE (the “Escrow Agent” or the “Title Company”). Upon expiration of the Inspection Period (as hereinafter defined) the Earnest Deposit shall become non-refundable to Buyer and shall be delivered to Seller without further action by the parties. If the purchase and sale of the Property is consummated in accordance with this Agreement, the Earnest Deposit shall be applied to the payment of the Purchase Price at Closing. If Buyer terminates this Agreement and is entitled to the return of the Earnest Deposit by the express terms of this Agreement, then the Earnest Deposit shall be returned to Buyer, and no party hereto shall have any further obligations under this Agreement except for such obligations which by their terms expressly survive the termination of this Agreement. Buyer agrees that one-half of the Deposit becomes non-refundable if Buyer does not terminate the agreement within ninety (90) days following the Effective Date.

1.2 The balance in cash or immediately available funds at Closing shall be paid to the Escrow Agent for delivery to Seller.

2. Applicable Conditions. This Agreement is conditioned upon the happening of each of the following events. If each of the same has not occurred within the time stated, this offer shall be null and void, and the Earnest Deposit returned to Buyer.

2.1. Inspection. Buyer shall have a period of time commencing upon the Effective Date and ending at 5:00 p.m. (CST) on the 180th day thereafter to make a complete inspection of the Property, including all matters relating to property condition, financials, environmental, title and survey (the "Inspection Period"). Prior to Closing, Buyer and its authorized agents may enter upon the Property for the purpose of making non-invasive inspections at Buyer's sole risk, cost and expense. Buyer shall indemnify, defend and hold Seller harmless from and against any and all liabilities, costs and expenses that should arise out of Buyer's inspection efforts. All of such entries upon the Property shall be at reasonable times during normal business hours and after reasonable prior notice to Seller or Seller's agent, and Seller or Seller's agent shall have the right to accompany Buyer during any activities performed by Buyer on the Property. Buyer shall not contact any tenant of the Property, any governmental agency or instrumentality, or any other third person regarding the Property without the prior written consent of Seller. Buyer shall provide Seller with a copy of the results of any third-party tests and inspections made by Buyer, excluding only market and economic feasibility studies. If any inspection or test disturbs the Property, Buyer will restore the Property to a substantially similar condition as existed before the inspection or test. Buyer shall defend, indemnify and hold Seller, Seller's members, managers, trustees, directors, officers, tenants, agents, contractors and employees and the Property harmless from and against any and all losses, costs, damages, claims, or liabilities, including but not limited to, mechanic's and materialmen's liens and Seller's attorneys' fees, arising out of or in connection with Buyer's inspection of the Property as allowed herein. The provisions of this paragraph shall survive the Closing or the earlier termination of this Agreement. Notwithstanding the foregoing, Buyer shall be allowed to extend the Inspection Period for two (2) successive thirty (30) day periods with not less than thirty (30) days' written notice to Seller prior to the expiration of the Inspection Period, as may be extended. Buyer shall deposit \$5,000 as an additional Escrow Deposit upon exercising each extension period. All terms and conditions contained herein shall apply to the additional Escrow Deposit, and the same shall become fully refundable should Buyer terminate this Agreement as allowed herein.

a. In the event Buyer, in Buyer's sole and absolute discretion, finds any condition or circumstance of the Property to be unacceptable, Buyer may notify Seller in writing on or before the expiration of the Inspection Period and elect to terminate this Agreement. Upon such termination, this Agreement shall terminate. If Buyer terminates this Agreement during the Inspection Period, Title Company shall immediately return the Earnest Deposit to Buyer.

b. If Buyer does not provide Seller with written notice on or before the expiration of the Inspection Period then Buyer shall be deemed to have elected not to terminate this Agreement.

c. Seller within ten (10) days after the Effective Date hereof shall deliver to Buyer the following to the extent they are in Seller's possession (collectively, the "Due Diligence Seller Materials"):

- i.** Any environmental report;
- ii.** All engineering reports and plans, surveys, architectural and building plans in Seller's possession;
- iii.** Any existing warranties affecting the Property.

2.2 Prior to Closing, Seller shall provide any additional due diligence materials reasonably requested by Buyer which is in Seller's possession, for use in Buyer's evaluation of the Property.

2.3 Taxes. The parties shall prorate general real estate taxes and assessments imposed by governmental authorities (“Taxes”) in accordance with local custom for real estate transactions involving property in the county in which the Property is located (i.e., all consolidated real estate taxes which become delinquent if not paid in the year in which Closing takes place shall be treated as though all are current taxes, and those taxes shall be prorated as of the Closing Date with Seller being responsible for the portion of such Taxes applicable to the period from January 1 of the year in which Closing occurs through the day prior to the Closing Date and Buyer being responsible for Taxes applicable to the balance of such year; as such, to the extent Seller has paid such taxes, Buyer shall reimburse Seller at Closing for such portion of the year for which Buyer is responsible pursuant to the foregoing; to the extent such taxes are unpaid as of Closing, the same shall be paid out of the closing proceeds and Buyer shall be credited with the Taxes applicable to the portion of such year for which Seller is responsible pursuant to the foregoing).

2.4 Farming. It is understood that the Seller is actively farming the property, and shall continue to farm until closing. In the event that the closing is prior to harvesting, Buyer shall make best efforts to allow farmer to harvest any crops.

3. Closing Prorations; Leases and Service Contracts.

3.1. All normal and customarily proratable items, including, without limitation, rents, operating expenses, personal property taxes, utilities, other operating expenses and fees, shall be prorated as of the Closing Date, Seller being charged or credited, as appropriate, for all of same attributable to the period up to and including the day immediately preceding the Closing Date (and credited for any amounts paid by Seller attributable to the period from and after the Closing Date) and Buyer being responsible for, and credited or charged, as the case may be, for all of same attributable to the period from and after the Closing Date. All security or other deposits and accrued interest thereon under tenant leases shall be transferred by Seller to Buyer at the Closing. Prepaid rents for periods of occupancy following the Closing shall be credited to Buyer at the Closing. Buyer shall assume at Closing the obligations under all of the Leases and Assumed Contracts. For purposes hereof, rents shall include, without limitation, all rents or other charges or reimbursements of any nature which are payable by tenants. Rent paid by tenants and received by Seller prior to the Closing Date shall be prorated between the Parties with rent applicable to the period from and after the Closing Date allocated to Buyer.

4. Title and Survey. Within ten (10) days from the Effective Date, Seller shall obtain from Title Company a preliminary title report (the “Title Commitment”) to issue an Owner’s Policy of Title Insurance (the “Title Policy”) insuring Buyer’s title to the Property to be good and indefeasible in the amount of the Purchase Price. The Title Commitment shall include copies of vesting deeds and all documents of record reflected therein.

Following the Effective Date, Buyer, at its own expense, may obtain a survey of the Property (the “Survey”) suitable to Buyer and Title Company, showing each Schedule B exception contained in the Title Commitment and its effect on the Property.

Buyer shall have until seven (7) days from the date on which it receives the Title Commitment to approve or disapprove the status of title as shown thereby, and by any update to the Survey obtained by Buyer, by giving written notice to Seller and Escrow Agent. If Escrow Agent issues a supplemental or amended Title Commitment showing additional exceptions to title (“Additional Exceptions”), Buyer shall have five (5) days from the date of receipt thereof in which to give written notice of dissatisfaction to Seller and Escrow Agent as to any such Additional Exceptions.

If in either case Buyer gives such notice (a "Title Notice"), Seller, at Seller's option, but without obligation or liability, may attempt to remove or obtain title insurance endorsements, reasonably satisfactory to Buyer, against the matters specified in the Title Notice. If Seller does not so cure or agree in writing to cure such matters within thirty (30) days of Seller's receipt of the Title Notice, then Buyer may cancel this Agreement by giving written notice thereof to Escrow Agent on or before the thirty-fifth (35th) day after Seller's receipt of the Title Notice, or Buyer may waive its objections in writing and the transaction shall close as scheduled. In each case, if Buyer does not give the appropriate written notice within the required time period, Buyer will be deemed to have approved the Title Commitment or any Additional Exceptions, as applicable. Notwithstanding anything contained herein to the contrary, it is understood and agreed that the Property shall be conveyed to Buyer free and clear of all monetary liens of an ascertainable amount created by Seller.

5. Closing and Escrow Closing; Conditions to Closing.

5.1 The Closing shall occur on or before the 30th day following the expiration of the Inspection Period or the date the Bellevue City Council approves the sale, whichever occurs latter (the "**Closing Date**" or "**Closing**"). Seller acknowledges that Buyer may terminate this Agreement should the Bellevue City Council not approve this transaction, with all escrowed funds refunded.

5.2 The Buyer and Seller acknowledge and understand that the Escrow Agent will handle the Closing. Escrow Agent's charges for the escrow closing shall be equally divided between Buyer and Seller.

5.3 At or prior to the Closing, Seller shall execute and/or deliver the following to the Escrow Agent for the benefit of Buyer:

- a. General Warranty Deed (the "Deed").
- b. INTENTIONALLY DELETED
- c. Such other documents and instruments as may be required by this Agreement or by the Title Company in order to consummate the transactions described in this Agreement and to issue the Title Policy to Buyer, including, without limitation, an owner's affidavit if required in connection with the issuance of an extended form title policy.
- d. A non-foreign (FIRPTA) affidavit for Seller complying with the requirements of Internal Revenue Code Section 1445(f)(3) and the regulations promulgated thereunder.

5.4 At or prior to the Closing, Buyer shall execute and/or deliver the following to Seller:

- a. The balance of the Purchase Price as set forth in Section 1 hereof.
- b. Such other documents and instruments as may be reasonably required in this Agreement or by the Title Company in order to consummate the transactions described in this Agreement.

c. Such other instruments, affidavits and tax returns as are customarily executed by the Buyer of an interest in real property in connection with the recording of a deed.

6. Transaction Costs. Seller shall pay for the cost of (i) one-half (1/2) of the costs of a standard Title Policy; (ii) any documentary stamps and transfer taxes; (iii) one-half (1/2) of Escrow Agents standard escrow fees; (iv) its attorney's fees; and (v) the real estate brokerage commissions.

Buyer shall pay for the cost of (i) one-half (1/2) of the costs of the Title Policy and plus the entire cost of any endorsements to the Title Policy requested by Buyer ; (ii) costs of any environmental updates; (iii) one-half (1/2) of Escrow Agent's standard escrow fees; and (iv) its attorney's fees.

7. Risk of Loss and Condemnation.

7.1 Except as provided in this Section and in Section 7.2, the risk of loss or damage to the Property and all liability to third persons until the Closing shall be borne by Seller. In case of loss or damage to the Property, if Seller fails to restore the Property on or before the Closing Date, Buyer, at Buyer's option, and as its sole remedies, may either:

a. cancel this Agreement without further liability to Buyer or Seller, in which event Escrow Agent shall return to Buyer all Earnest Money and shall return any documents previously delivered into escrow to the party depositing the documents in escrow; or

b. proceed with the Closing and be entitled to Seller's rights to insurance, in which case Buyer shall be obligated to pay the full Purchase Price for the Property, and at the Closing, all of the insurance proceeds payable to Seller with respect to the loss and all rights with respect to the loss under the insurance policy covering the loss, plus the insurance deductible amount shall be assigned by Seller to Buyer. In such event any insurance proceeds previously received by Seller in connection with the loss shall be paid to Buyer. In no event shall Seller be obligated to assign or expend funds other than insurance proceeds and insurance deductible amounts.

7.2 In the event of the condemnation (or sale in lieu thereof) of any portion of the Property prior to Closing, Buyer shall have the right to cancel this Agreement by giving written notice of cancellation to Seller within ten (10) days of receiving notice of such condemnation from Seller, in which event the Earnest Deposit shall be returned to Buyer and all obligations to buy or sell the Property shall terminate. If Buyer does not give such notice within such time period, Buyer shall receive all awards or payments made therefor by the condemning authority to which Seller is entitled and shall proceed to close the escrow and pay the Purchase Price provided herein.

8. Representations and Warranties.

8.1 Seller warrants and represents the following to Buyer as of the Effective Date and as of the Closing Date:

a. Seller has good, marketable and indefeasible fee simple title to the Property, free and clear of all liens, encumbrances, conditions, exceptions or reservations, except those of record;

b. Seller has not received any notices of, and has no actual knowledge of, any condemnation, environmental, zoning or other environmental or land use

regulation or proceeding, which would materially and adversely affect Buyer's intended ownership, use or operation of the Property;

- c. Seller has the legal power, right and authority to enter into this Agreement and the instruments to be executed by Seller pursuant to this Agreement, and to consummate the transactions contemplated hereby;
- d. All contractors, suppliers and others who have performed services or labor or have supplied materials in connection with Seller's development, ownership or management of the Property have been or by Closing will be paid in full or arrangements will be made for payment thereafter to the extent the same is not yet due or is being contested in good faith, and all liens arising therefrom have been or by Closing will be satisfied and released or affirmatively insured over by the Title Company;
- e. Seller has no actual knowledge of any default, has received no notices of default relative to any Assumed Contracts or Service Contracts, and Seller has no actual knowledge of any facts which, with the passage of time or the giving of notice would result in a default thereunder.

8.2 Buyer warrants and represents to Seller that all documents, including this Agreement, executed or to be executed by Buyer, which are to be delivered to Seller prior to or at Closing, have been or will be duly authorized, executed and delivered by Buyer and are or will be legal, valid and binding obligations of Buyer, and will not violate any provisions of any agreement to which Buyer is a party or to which it is subject; and that Buyer has full right, power and authority, without the necessity, consent or approval of any other person or entity, to enter into this Agreement and perform its obligations hereunder.

9. Time Periods. Except as specifically provided for herein to the contrary, should the last day of a time period fall on a weekend or legal holiday, the next Business Day thereafter shall be considered the end of the time period.

10. Binding Effect. This Agreement shall be binding upon and inure to the benefit of Seller and Buyer, and their respective successors, heirs and permitted assigns.

11. Captions. The captions, headings, and arrangements used in this Agreement are for convenience only and do not in any way affect, limit, amplify, or modify the terms and provisions hereof.

12. Number and Gender of Words. Whenever herein the singular number is used, the same shall include the plural where appropriate, and words of any gender shall include each other gender where appropriate.

13. Notices. All notices, demands, requests and other communications required pursuant to the provisions of this Agreement ("Notice") shall be in writing and shall be deemed to have been properly given or served for all purposes (i) if sent by Federal Express or a nationally recognized overnight carrier for next business day delivery, on the first business day following deposit of such Notice with such carrier, or (ii) if personally delivered, on the actual date of delivery or (iii) if sent by certified mail, return receipt requested postage prepaid, on the second (2nd) business day following the date of mailing, or (iv) if sent by facsimile, then on the actual date of delivery (as evidenced by a facsimile confirmation) provided that a copy of the facsimile and confirmation is also sent the same day by certified mail, return receipt requested postage prepaid, addressed as follows:

If to Seller:

Armor Storages IX, LLC
10404 Essex Court, Suite 101
Omaha, Nebraska 68114
aagarwal@whitelotusgroup.com

If to Buyer:

The City of Bellevue
Jim Ristow, City Administrator
1500 Wall Street
Bellevue, NE 68005

Any of the parties may designate a change of address by Notice in writing to the other parties. Whenever in this Agreement the giving of Notice by mail or otherwise is required, the giving of such Notice may be waived in writing by the person or persons entitled to receive such Notice.

14. Governing Law and Venue. This Agreement shall be construed according to the laws of the State of Nebraska, without giving effect to its conflict of laws principles. All claims, disputes and other matters in question arising out of or relating to this Agreement, or the breach thereof, shall be decided by proceedings instituted and litigated in Sarpy County, NE and the parties hereto expressly consent to the venue and jurisdiction of such court.

15. Entirety and Amendments. This Agreement embodies the entire Agreement between the parties and supersedes all prior Agreements and understandings, if any, relating to the Property, and may be amended or supplemented only by an instrument in writing executed by the parties.

16. Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable. The Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. In lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible to make such provision legal, valid, and enforceable.

17. Multiple Counterparts. This Agreement may be executed in a number of identical counterparts. If so executed, each of such counterparts is to be deemed an original for all purposes and all such counterparts shall, collectively, constitute one Agreement.

18. Further Acts. In addition to the acts and deeds recited herein and contemplated and performed, executed and/or delivered by Seller and Buyer, Seller and Buyer agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered any and all such further acts, deeds, and assurances as may be necessary to consummate the transactions contemplated hereby.

19. Construction. No provision of this Agreement shall be construed in favor of, or against, any particular party by reason of any presumption with respect to the drafting of this Agreement; both parties, being represented by counsel, having fully participated in the negotiation of this instrument.

20. Time of the Essence. It is expressly agreed by the parties hereto that time is of the essence with respect to this Agreement.

21. Default and Remedies.

21.1. In the event either party is in default of any provision hereof, the non-defaulting party, as a condition precedent to its remedies, must give the defaulting party and the Title Company written notice of the default in strict accordance with the notice requirements of Section 14. Except as otherwise provided in this Agreement, the defaulting party shall have ten (10) days from receipt of such notice to cure the default. If the default is timely cured, this Agreement shall continue in full force and effect. If the default is not timely cured, the non-defaulting party may pursue its applicable remedies set forth in Sections 21.2 and 21.3.

21.2. If Buyer is in default hereunder beyond any applicable notice and cure periods, then Seller shall have the right, as its sole and exclusive remedy, to terminate this Agreement and receive the Earnest Deposit as liquidated damages.

21.3. If Seller is in default hereunder beyond any applicable notice and cure periods, Buyer shall be entitled, as its exclusive remedy, to elect either (a) to terminate this Agreement by giving Seller written notice thereof; or (b) to enforce specific performance of Seller's obligations under this Agreement, which action for specific performance shall be commenced within 30 days after the Closing Date.

22. Waiver. No delay or omission to exercise any right or power accruing upon any default, omission, or failure of performance hereunder shall impair any right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. No waiver, amendment, release, or modification of this Agreement shall be established by conduct, custom, or course of dealing.

23. Brokerage. The parties hereby state that neither Buyer nor Seller has dealt with any real estate brokers or business agents which would give rise to a claim for a commission, finder's fee or other similar transaction fee upon the closing of the transaction contemplated by this Agreement, except for the brokerage services of CBRE, Inc. for Buyer and Campbell/Dana for Seller. Seller shall pay to CBRE, Inc. a commission equal to three percent (3%) of the gross purchase price. Each party hereto agrees to indemnify and hold the other harmless from any and all claims, fees or liabilities arising from the claims of any other persons for commissions and the like resulting from the closing of this transaction. The provisions of this section shall survive closing and be binding upon the heirs, assigns and successors of Buyer and Seller.

24. Consensus. The purpose of the acquisition is for the public use by the Buyer. Although the Buyer has the power of eminent domain, the Buyer and Seller have come to consensus on a purchase price as described in this transaction.

25. "As Is" Purchase. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PROPERTY SHALL BE CONVEYED TO PURCHASER ON AN "AS-IS, WHERE-IS" BASIS WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, EITHER ORAL OR WRITTEN, MADE BY SELLER OR ANY AGENT OR REPRESENTATIVE OF SELLER WITH RESPECT TO THE PHYSICAL OR STRUCTURAL CONDITION OF THE PROPERTY, OR THE PROPERTY'S COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLER HAS MADE AND HEREBY MAKES NO WARRANTY OR REPRESENTATION WHATSOEVER AND HEREBY DISCLAIMS ANY IMPLIED WARRANTY REGARDING THE FITNESS FOR A PARTICULAR PURPOSE, QUALITY OR MERCHANTABILITY OF THE PROPERTY OR ANY PORTION THEREOF.

26. Survival. Except as expressly provided in this Agreement no obligations set forth in this Agreement shall survive the Closing or earlier termination of this Agreement.

27. Limitation of Liability. Notice is hereby given that all persons dealing with Seller shall look to the Property for the enforcement of any claim against Seller, as none of the members, managers, trustees, directors, officers, employees and shareholders of Seller assume any personal liability for obligations entered into by or on behalf of Seller.

**Signature Page to
Commercial Purchase Agreement
dated _____, 2025.**

NOW WHEREFORE, the parties hereto have executed this Agreement as of the Effective Date.

SELLER:

Armor Storage IX LLC

By:  _____
FEEDAE7D910E41B

Name: _____
Arun Agarwal

Its: _____
Authorized Signature

Date: _____
6/18/2025

BUYER:

The City of Bellevue, NE

By: _____

Name: _____

Its: _____

Date: _____

EXHIBIT A TO PURCHASE AGREEMENT

Legal Description

Tax lot 21 28-14-13 & Tax Lot 1A2B 33-14-13 (20.02 acres)

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16d.
7/1/2025

COUNCIL MEETING DATE: 7/1/2025		SUBMITTED BY: Jim Ristow	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Three year agreement for Sarpy County IT services.

SYNOPSIS/BACKGROUND:

Our current IT agreement expires 9/30/2025 we will be moving to a hourly rate for services and creating service tickets in this agreement. This will help the city and county better understand where we are using their services and make adjustment to equipment or software that may be causing service calls because of the age of the equipment or configuration of the software if necessary.

FISCAL IMPACT: \$150,318 BUDGETED FUNDS?: Yes GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: COUNTER-PARTY: INTERLOCAL AGREEMENT:

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

START DATE: END DATE: PAYMENT DATE: INSURANCE REQUIRED:

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approval of agreement

ATTACHMENTS:

- | | | |
|-------------------------|-------------------------|-------------------------|
| 1. Agreement | 2. Ticket History | 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:

Jim Ristow
Phil Long
Dany G. Rasmussen

INTERLOCAL COOPERATION AGREEMENT

Interlocal Agreement for I.T. Services for the City of Bellevue

Commencing October 1, 2025, Ending September 30, 2028

This Interlocal Cooperation Agreement is made and entered into by and between the County of Sarpy, State of Nebraska (hereinafter "County"), and the City of Bellevue, located in Sarpy County, State of Nebraska, (hereinafter "City"), pursuant to the authority granted the parties under Neb. Rev. Stat. §13-801, *et seq.*, Reissue 2012.

WHEREAS, County is a duly existing body politic and corporate, created by the laws of the State of Nebraska; and,

WHEREAS, the City wishes to utilize the resources of the County's Technology Services Department and to fairly compensate the County for the expense of the said service; and,

WHEREAS, pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. §13-801, *et seq.* (Reissue 2012), the Parties wish to permit their local government units to make the most efficient use of their powers by enabling them to cooperate with each other on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities

NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE AND FOREGOING, IT IS AGREED:

A. **Duties of City**

1. As to the service provided and detailed in Attachment "A" the City Shall pay to the County an hourly rate for technology support and programming services. Reimbursement for work shall be paid quarterly (every 3 months). Sarpy County will send quarterly invoices to the City's designated billing contact(s). The hourly compensation due from the City to the County shall increase by 4% on an annual basis beginning on October 1, 2026. The hourly rate will be subject to review at the conclusion of the initial three-year agreement period. Should there be any changes to the percentage of increase or amount of the hourly rate, both parties will be required to sign an amended agreement. The

County shall provide to the City monthly reports detailing the services described on Attachment "A" that were provided by the County in the preceding month and the time (in 15-minute increments) spent by the County in performing said services.

2. As to the software, services, and maintenance provided and detailed in Attachment "B" the City shall compensate the County in accordance with the consumption. Reimbursement for the software, services, and maintenance shall be paid quarterly (every 3 months). The amount will be based on the true, actual costs. These costs may fluctuate based on vendor price changes and consumption. The County will send a quarterly invoice and breakdown of the software, services, and maintenance costs. This will include quantities, user and device listings.
3. In the event the City does not have an adopted and approved Information Security Policy, City staff and City employees using the services provided by the County pursuant to this Agreement will comply with the Sarpy County Information Security Policy. The City acknowledges receipt of the current County Information Security Policy, and that said policy is subject to change from time to time at the County's sole discretion. The County will notify the City of changes and provide an updated copy of the said policy. All Information Security Policies the City has adopted will be shared with SCTS and take precedence over the County's policies.
4. In the event this Agreement is terminated prior to the end of its term, City's obligation to pay County shall be limited to (a) the compensation for services rendered up to and including the effective date of termination for the services described in Section A.1. above, and (b) an amount prorated for that portion of the contract term in which the contract is effective for the services described in Section A.2. above.
5. City shall also be responsible for the cost of any parts or hardware necessary, including the cost of shipping. In the event County uses parts or hardware in the

County's inventory on the City's system, City shall reimburse County for the cost to County to replace said parts or hardware, or the original cost to County for the purchase of said parts or hardware, whichever is greater at the next quarterly invoice. The County may utilize vendor accounts set up by City to purchase replacement parts as required.

6. City will grant to County such access to the City facilities and network resources as needed for the County to perform its duties as described herein.
7. The City will immediately notify Sarpy County Technology Services if the passwords maintained by the County have been accessed by City staff. The City acknowledges accessing the passwords reduces the County's ability to maintain the integrity of the City's systems.

B. Duties of County: County will, in consideration of the above:

1. Provide certain services to City, as further outlined in the Statement of Work and Service Level Agreement, Attachment "A".
2. Provide use of certain software to City, as further outlined in the Software, Services & Maintenance, Attachment "B".
3. Keep all City data and information confidential.
4. Maintain Cyber Security Insurance in the amount of two million dollars (\$2,000,000), or maximum allowable amount by the County's carrier. In the event of a change in premium or coverage, the County will notify the City.
5. Provide all administrative passwords via a secure share upon request of the City. Any break glass (emergency) accounts will be stored in a sealed envelope and shared with the City. The City will be notified when the County changes administrative passwords.

C. Compliance With Laws: City and County promise to comply with all applicable Federal and State laws regarding the activities of either party under the terms of this contract.

D. Insurance and Hold Harmless Clause: Each party hereby warrants it is adequately insured for the activities and the period of this Agreement. Each party shall and does

hereby save the other party, and its officers, employees, agents, contractors and subcontractors harmless from any and all claims and/or liability whatsoever due to or arising out of its acts, conduct, omissions, or negligence to any other person or persons, trust or trustee, estate, partnership, corporation, business, company, political subdivision, or property thereof.

- E. **Term of Agreement and Changes Hereto:** This Agreement may be terminated by either party upon 120 days' notice. Unless previously terminated as provided for herein, this Agreement shall be in full force and effect for a period of three years. After such three year period, the contract shall automatically renew for successive one year periods unless terminated as otherwise provided. This Agreement states the complete understanding of the parties, and may not be amended except by written agreement of the parties. Notice to parties shall be given in writing to the individuals shown below:

COUNTY:

Sarpy County Chair
1210 Golden Gate Drive
Papillion, NE 68046

City of Bellevue, Nebraska:

Mayor

- F. **Authority to Act:** Each party hereto declares that it has taken all steps which are legally necessary or required to authorize this Agreement, and the rights, duties, and obligations hereunder. Each party further represents and warrants that each has the power and authority to enter into this Agreement, to perform its obligations hereunder, and to consummate the contemplated transactions.
- G. **Neither Party Agent for the Other:** Each party declares, represents, warrants and acknowledges that it is not an agent for the other now, nor will it be in the future. Each party is an independent contractor, and neither party is nor will become the employee of the other as a result of the contractual relationship created by this Agreement. Furthermore, County and City will separately administer their respective rights and responsibilities under this Agreement, there being no joint or cooperative body created for the financing, operating, or management of the same. This Agreement does not constitute a joint venture between the parties.

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Sarpy County Technology Services Statement of Work and Service Level Agreement

Section I: Technical Support Information

County Workdays (normal working hours)

Sarpy County Technology Services (SCTS) will provide technical support and contact via an Omaha Metro Area local phone number (Help Desk) that is staffed between the hours of 7:30 a.m. and 4:45 p.m. Central Time (CT) on all County workdays. County Holidays are defined below; any holiday that falls on Saturday will be observed on the preceding Friday, and any holiday that falls on Sunday will be observed on the following Monday. Holidays may be changed annually without notification and will be kept current on Sarpy County's website at <https://www.sarpy.gov/238/Holiday-Schedule>.

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Day	December 25

County Holidays that do not coincide with City Holidays Support

SCTS will work with the City to provide technical support on County Holidays that do not coincide with City Holidays. SCTS will try to resolve any non-urgent (level 3 and 4 on Service Impact Chart, Appendix #1) issues via phone and provide on-site service on urgent issues (level 1 and 2 on Service Impact Chart, Appendix #1).

Weekend and after Normal Working Hours Support

SCTS will provide support on weekends and after normal working hours (see County Workdays above). Support requests that fall outside of the normal working hours will be billed at an overtime rate of 1.5 times the hourly rate. Planned maintenance and upgrades outside business hours will be billed at the regular rate. SCTS will try to resolve any non-urgent (level 3 and 4 on Service Impact Chart, Appendix #1) issues via phone and provide on-site service on urgent (level 1 and 2 on Service Impact Chart, Appendix #1) issues. SCTS will work scheduled events after hours or on weekends when needed. An example of a scheduled event would be to upgrade a server or network device.

Support Response Time

SCTS will typically respond to a support call immediately (via Help Desk) but may require (1) hour for initial contact. If the support requires on-site response, SCTS will follow the timelines established in Appendix #1, Service Impact chart, or at a mutually agreed scheduled time. Initial contact may consist of a phone call, email, or face-to-face response.

Support Reporting

SCTS will provide the City a monthly detailed report containing a description and the amount of time for each incident. This report will be emailed to the designated City contact(s) by the 10th day of the following month the report is for. SCTS will also provide monthly an annual summary report indicating the number of incidents and the total amount of time provided by SCTS.

Service Outages

SCTS strives to prevent unplanned service outages, but interruptions may occur due to factors beyond our control. In such cases, SCTS will work promptly to restore service to the City.

Section II: Technical Equipment Inventory

SCTS will maintain an inventory of all technical equipment with a valuation of \$500 and above for the City. SCTS will also affix City provided asset tags.

Workstations, laptops, and server inventory information maintained by SCTS will be: manufacturer, hard-drive capacity, amount of memory (RAM), model, CPU type and speed, serial #, asset tag #, installed licensed software, purchase price, date purchased, warranty expiration, location, etc.

Other technical equipment inventory information maintained by SCTS will be specific by device type but will be similar to what is kept for workstations (above).

SCTS will relocate/move technical equipment as needed or requested. This helps ensure that equipment is handled appropriately and that inventory records can be updated.

SCTS will decommission and surplus outdated equipment, ensuring proper recycling and disposal in line with the IT Security Policy and industry best practices

Section III: Technical Equipment Diagnosis and Repair

Workstations, laptops, notebooks, and servers

Warrantied items

- Provide hardware diagnosis and repair.
- Contact vendor and have failed warrantied part(s) shipped.
- Replace part(s) and ship failed part(s) to vendor. The City is responsible for any shipping costs associated with the replacement part(s).

Non-Warrantied items

- Provide diagnosis and provide City with estimate to repair/replace.
- Order and repair/replace item. The City is responsible for any costs associated with the replacement item.

Printers, plotters, and scanners

- Assess inoperable printers and provide recommendations for repair/replacement and/or maintenance contracts.
- Contact manufacturer/vendor/reseller for warranty work and coordinate repair/replacement.

Network Equipment

- Configure hubs, switches, and routers.
- Provide hardware diagnosis and provide recommendations for repair/replacement and/or maintenance contracts.
- Contact manufacturer/vendor/reseller for warranty work and coordinate repair/replacement.

Other technical Equipment

- Assess inoperable devices and provide recommendations for repair/replacement and/or maintenance contracts.
- Contact manufacturer/vendor/reseller for warranty work and coordinate repair/replacement.

Section IV: Technical Training

Upon request, SCTS can provide technical training for City employees, which may incur additional costs.

Sarpy County has access to online technical training via a third party on a wide range of subjects, from IT to personal development and design, offering flexibility for learners to study at their own pace.

Sarpy County also has a training room with nine workstations that can be reserved to

accommodate special training needs or requests.

Section V: Consulting

SCTS staff will be made available (if requested):

- To review and/or make recommendations for various Information Technology projects that the City may consider or undertake.
- Attend various meetings as needed, including City meetings.
- To act as a liaison between technology vendors and the City.
- To recommend technology vendors or products for the City.
- Assist in budget recommendations and/or planning.

SCTS will attempt to provide the same individual(s) to ensure cohesion on projects.

Section VI: Software and Services

SCTS provides software and services for City staff and City computers for purposes of productivity, security and inventorying. The City shall compensate the County based on the usage of these resources. Items covered are detailed in Attachment "B".

Section VII: Budget Recommendations

If requested, SCTS staff will provide the City each calendar year (on agreed upon date), a detailed assessment of the current technology equipment and make recommendations to meet the City's goals for the next budget cycle.

Section VIII: Miscellaneous

It is the goal of SCTS to provide the City with the best possible technical support. SCTS will work with the City to obtain pricing for software and hardware through various governments contracts available. SCTS will provide quotes through various sources to provide the City with the best possible pricing.

SCTS will maintain an accurate network diagram for the City (if applicable).

Section IX: Programming Services

Programming Services will be conducted under this agreement. However, projects estimated by SCTS to exceed 40 hours will require a written request to SCTS. SCTS will review the work request and assess feasibility based on project size, due date, and current workloads. Feasibility and estimated cost/timeline will be communicated within five (5) business days. SCTS will perform the work upon receiving written authorization. SCTS will include the billing for such services as

ATTACHMENT "A"

part of the quarterly invoices. The hourly rate from Section X (Programming) will be applied whenever Programming services are utilized.

Section X: Current billable hourly rate

Effective Date	Hourly Rate (Technical Support)	Hourly Rate (Programming)
October 1, 2025	\$140.00	\$170.00
October 1, 2026	\$145.60	\$176.80
October 1, 2027	\$152.42	\$183.87
October 1, 2028, and each subsequent year after	4% increase on prior year hourly rate	4% increase on prior year hourly rate

Support requests that fall outside of the normal working hours will be billed at an overtime rate of 1.5 times the hourly rate.

Service Level Agreement: Service Impact

Appendix #1

Impact	Priority	Response Time Weekdays 7:30am – 4:45pm	Response Time Weekdays 4:45pm – 7:30am Holidays/Weekends
Service not available (all users and functions unavailable. Ex: Server down)	1	Remote within 1 hour On-Site within 3 hours	Remote within 2 hours On-Site within 4 hours
Significant degradation of service (large number of users or business critical functions affected)	2	Remote within 2 hours On-Site within 4 hours	Remote within 4 hours On-Site within 8 hours
Limited degradation of service (limited number of users or functions affected, business process can continue)	3	Remote within 4 hours On-Site within 8 hours	Remote within 12 hours On-Site within 48 hours
Small service degradation (business process can continue, one user affected)	4	Remote within 24 hours On-Site within 48 hours	Remote within 24 hours On-Site within 72 hours

ATTACHMENT "B"

Sarpy County provides various software and services that are required per user. These products may, or may not, be directly accessible to the user. Below is a generic list of the items that are in place.

Item Description

Device Management

Password Recovery

Remote Viewer/Management

Security Awareness/Training

Any other software as agreed on by both parties

City of Bellevue IT Technology Support - Ticket History

Month	# Tickets	Time
Oct-23	126	59.42
Nov-23	61	59.93
Dec-23	94	52.47
Jan-24	200	79.25
Feb-24	181	142.63
Mar-24	154	62.27
Apr-24	107	36.15
May-24	98	91.95
Jun-24	76	56.82
Jul-24	109	54.82
Aug-24	108	57.72
Sep-24	143	141.92
Oct-24	149	100.32
Nov-24	113	73.20
Dec-24	108	68.58
Jan-25	147	71.28
Feb-25	125	94.47
Mar-25	142	68.72
AVG MONTHLY	124.50	76.66

Hourly Rate		
Date	Tech Support	GIS/Programming
10/1/2024	\$140.00	\$170.00
10/1/2025	\$145.60	\$176.80

Projected cost based on FY 24		
Period	Hours	Cost
2023 Q4	171.82	\$24,054.80
2024 Q1	284.15	\$39,781.00
2024 Q2	184.92	\$25,888.80
2024 Q3	254.46	\$35,624.40
FY24	895.35	\$125,349.00

Projected cost based on prior 12 months		
Period	Hours	Cost
2024 Q2	184.92	\$25,888.80
2024 Q3	254.46	\$35,624.40
2024 Q4	242.10	\$33,894.00
2025 Q1	234.47	\$32,825.29
2024	915.95	\$128,232.49

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16e.
7/1/2025

COUNCIL MEETING DATE: 07/01/25		SUBMITTED BY: Harrison Johnson	
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:

Mainline Extention Agreement with Metropolitan Utilities District on the Construction of the Water Mainline for Phase B

SYNOPSIS/BACKGROUND:

This item pertains to the MUD water mainline project started in 2024, and completes Phase B for service to the NC3 and Bellevue Bay Indoor Water Park.

FISCAL IMPACT: 4,968,504.00 BUDGETED FUNDS: Yes GRANT/MATCHING FUNDS: No

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: Yes COUNTER-PARTY: MUD INTERLOCAL AGREEMENT:

CONTRACT DESCRIPTION: Mainline Extension Agreement

CONTRACT EFFECTIVE DATE: 07/02/25 CONTRACT TERM: Until Completed CONTRACT END DATE: 4,968,504.00

PROJECT NAME: Highway 34 Water Mainline Extension

START DATE: END DATE: PAYMENT DATE: INSURANCE REQUIRED:

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRUBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Staff recommends approval of this item.

ATTACHMENTS:

- 1. MEA
- 2. Exhibit A
- 3. Exhibit B
- 4. Exhibit C
- 5.
- 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

WATER MAIN EXTENSION AGREEMENT

District Group No. WP2127
District Job No. 100057000505 100057000527

THIS WATER MAIN EXTENSION AGREEMENT ("Agreement") is entered into on ____ of _____, 2025 by and between the METROPOLITAN UTILITIES DISTRICT OF OMAHA, NEBRASKA, ("District"), a political subdivision of the State of Nebraska and THE CITY OF BELLEVUE ("Applicant") a city of the first class of the State of Nebraska.

WHEREAS, on or about July 12, 2021 the Applicant submitted a Water Main Application Letter to the District for water service to a portion of Applicant's municipal boundaries referred to as the "southern end of Bellevue" in order to encourage industrial development, as depicted on the attached Exhibit "A";

WHEREAS, Applicant's Water Main Application Letter included an exhibit that detailed the various phases of development and described the same as the "LB 840 Area" which is generally described as Platteview Road from 36th East to 10th Street;

WHEREAS, Applicant and the District each executed that certain Memorandum of Understanding ("MOU") dated March 8, 2022, attached hereto as Exhibit "B", the terms of which are incorporated herein;

WHEREAS, the MOU set forth details regarding Applicant's intention to construct a large scale water main extension project to serve the LB 840 Area;

WHEREAS, per the terms of the MOU, the Applicant has been billed and paid \$268,110 for design services for the job numbers referenced above and included in this Agreement;

WHEREAS, Applicant desires and intends to construct such water main extensions as designed in accordance with that MOU and are now referenced by District job numbers referenced above and detailed below. Those job numbers are also referred to as Phase B;

NOW THEREFORE, in consideration of the Applicant's payment of Four Million Nine Hundred and Sixty-Eight Thousand Five Hundred and Four and 00/100 Dollars (\$ 4,968,504.00) to the District, receipt of which is acknowledged, the District shall install, as soon as is reasonably possible, the following water main extensions.

Job numbers are identified in bold and consist of a 12-digit number. Summary details of each job follows each 12-digit number. Details include the approximate length of water main pipeline to be installed, location of the project, the estimated costs of each project and may include, if applicable, the percentage cost paid by Applicant with the District funding the balance. If no such percentage designation is made, Applicant shall pay 100% of the estimated and actual costs in accordance with this Agreement.

- **100057000505** – 4,300+/- of 24" ductile iron ("DI") water main along Hidden Valley Rd from Platteview Rd to S. 10th St (Estimated Cost \$2,695,917.22)
- **100057000527** 4,400 +/- of 16" DI water main along Hidden Valley Dr and Hwy. 34 from S. 10th St to a point east of S. 5th Street (Estimated Cost \$2,272,586.78)

The above referenced projects are shown on the attached drawing set marked Exhibit "D" which includes such appurtenances such as hydrants and operating valves, as the District deems necessary (the "Mains").

Applicant's payment referenced herein includes the estimated cost of the collective Main installations (\$4,968,504.00), (2) the (estimated) contributions to other pioneer mains (\$ 0) and (3) Design Services invoiced to the Applicant for the project per the MOU (\$268,110). The estimated total cost of the Main installation is \$4,968,504.00 of which cost the District shall be responsible for \$ 0.

Applicant's payment shall be made to the District within **fifteen (15) days** of execution of this Agreement. If the estimated costs described above for the completion of the installation of all Mains are not sufficient to cover the actual costs, Applicant shall pay to the District the actual costs, over the estimated costs. The District may refuse

service from the Mains until such payment(s) has/have been made. If the actual cost for the installation of the Main are less than the amount paid, the difference shall be refunded to the Applicant.

The Applicant shall not change the location or grade of the street(s) over which Applicant has control, as shown on Exhibit "D". The Applicant shall grade the street(s) to conform to Exhibit "D" before the Main installation. Where streets will not be paved, the right-of-way ("R.O.W.") shall be graded to conform to the grade that has been legally established by the appropriate governing body. Where the grade has not been established, the grade shall be satisfactory to the District. Where streets are to be paved, the District shall not begin the Main installation until the Applicant has completed street paving, storm sewer inlet installation and finish grading of the R.O.W. If, within five (5) years from date the Mains are placed in service, the District deems it necessary to relocate, lower or raise the grade of all or part of the Mains as a result of the Applicant's failure to have brought the street(s) to grade before the Main installation or a change in the grade or location of the street(s), then the Applicant shall pay the District's costs of raising, lowering or relocating the Main.

The Mains installed under this Agreement, referred to as District Job Nos. 100057000505 and 100057000527 contributed to by Applicant, designated as District Project No. WP2127 are designated "pioneer" approach mains. Before water is supplied to future applicants, the District shall collect such contributions from those future applicants in accordance with its Water Rules and Regulations and shall pay to the Applicant interest in accordance with the District's Water Rules and Regulations. The District shall make no refunds more than twenty (20) years after the Agreement is approved by the District. The District shall refuse connection to the Mains until the contributions are paid. Applicant shall not make claim for the repayment of any amount paid by Applicant, except as provided herein.

The Mains shall be owned by and under the control of the District, its successors and assigns.

The installation of the Mains are subject to the approval of the District's Board of Directors. If the installation is not approved, this Agreement is void. If the Applicant cancels this Agreement or fails to perform under it, the Applicant shall pay the District's design costs and all other costs and expenses incurred by the District.

Applicant shall not landscape or allow anyone else to landscape in the street right-of-way or in easements under its control obtained for Main installation prior to the Main installation. If Applicant does so, the District may remove any landscaping necessary for installation of the Mains. Applicant shall pay the additional costs of Main installation caused by such landscaping. Landscaping is defined as the placing of any decorative materials, including but not limited to, the planting of trees or shrubbery and the placing of large rocks or other large decorative objects.

This Agreement is conditioned upon receipt of all permits and easements necessary for the Main installation.

If the Main installation is delayed due to severe cold weather or when there is more than eight (8) inches of frost in the ground, the District's Contractor shall not be required to work on the project without additional compensation and/or an appropriate time extension. If frost is more than eight (8) inches in depth, the additional compensation to install and/or the appropriate time extension will be negotiated between the District and the Contractor and will be approved by the Applicant before proceeding.

APPLICANT:

METROPOLITAN UTILITIES DISTRICT OF OMAHA:

By: _____

By: _____

Senior Vice President, Operations

Title: _____

Date: _____

Date: _____

Printed Name and address

APPROVED AS TO FORM:

Phone Number: _____

Senior Vice President, General Counsel



City of Bellevue
Office of the City Administrator

July 12, 2021

Kyle Bowman
MUD
7350 World Communications Dr.
Omaha, Ne 68122-4041

Kyle,

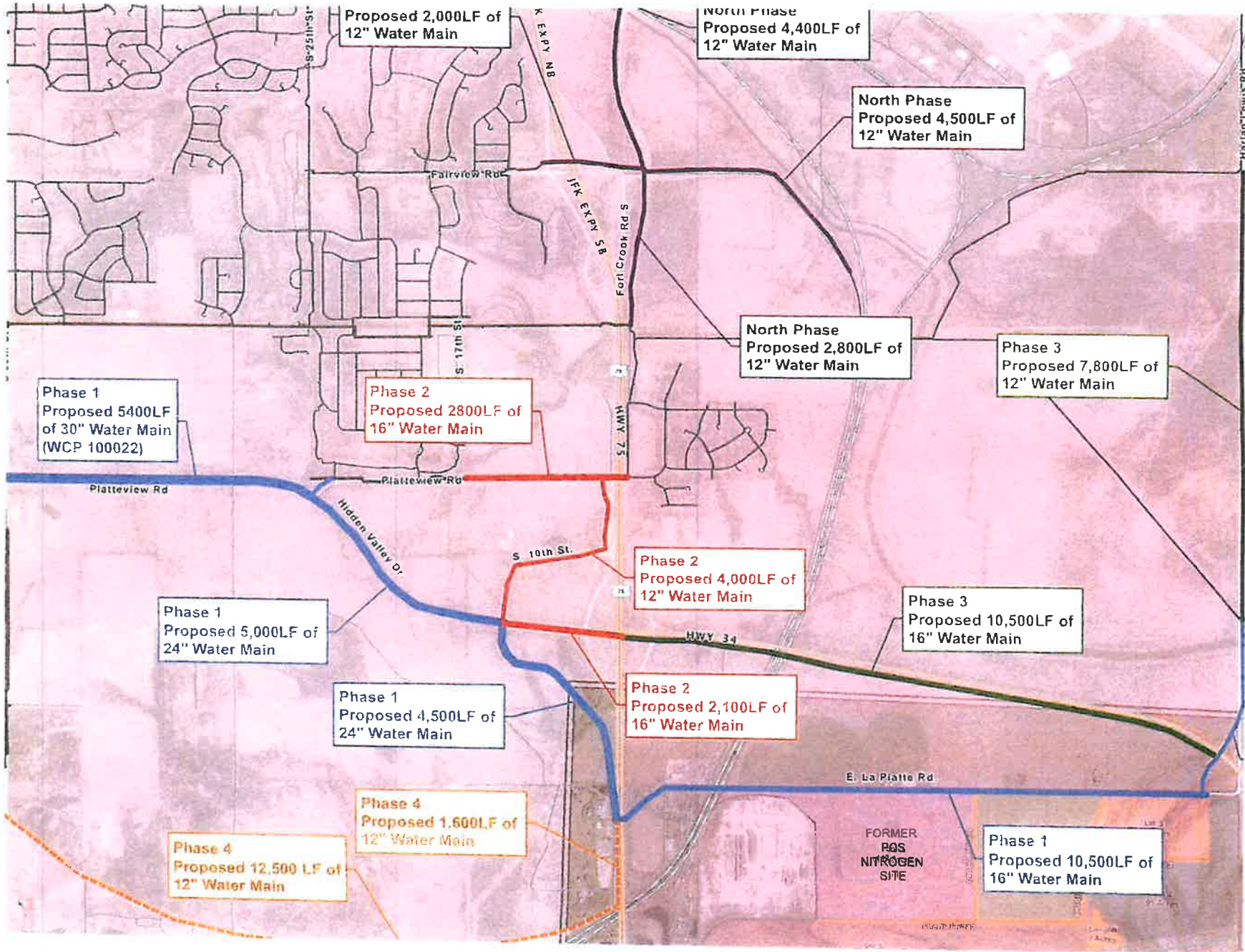
First of all thank you for meeting with myself and the City of Bellevue with your team. The discussion of bringing water to the southern end of Bellevue has been on going and something we would very much like to pursue. Per our meeting I am sending you this letter as a formal request to take steps at developing and implementing what you have described as "Phase 1" of the attached document that you supplied me with in June of 2020. I have also attached the map of the Sarpy County sewer project that is believed to begin in 2024. Please send me a draft of a MOU for our Legal Department to consider as we start this endeavor. If you need anything from the City to assist in getting this started please don't hesitate to reach out to myself.

Thank you for your consideration and attention to this critical piece of infrastructure that is necessary in further developing our city.

Sincerely,

Mark Elbert
Community Development Director
City of Bellevue

Cc: Jim Ristow



Mark Elbert

From: Bowman, Kyle <Kyle_Bowman@mudnebr.com>
Sent: Monday, June 15, 2020 11:46 AM
To: Mark Elbert; Jim Ristow; Rusty Hike
Subject: Bellevue LB840 Area Concept Master Water Main Extension Plan
Attachments: Concept Water Main Extension Plan - Bellevue Developments 6-12-2020.pdf

Good afternoon,

Attached is a concept map and below is an opinion of probable costs for the City of Bellevue to extend Pioneer Water Mains into its LB840 Area in order to encourage industrial development. There are no particular projects associated with this concept; the plan and estimate are only intended to provide insight into the magnitude of costs, timing, and potential phasing to expand water service in the area. **MUD remains open to other phasing and extension plans as needed to accommodate development and best serve the area.**

Under this concept, the City of Bellevue would be the "Pioneer Developer" of these mains and would be responsible for extension costs. The City would have the potential to recover costs through MUD's Pioneer Main Program as development occurs and new water users are added. Details of MUD Pioneer main policy can be found online at: <https://www.mudomaha.com/sites/default/files/2019-07/Water%20Rules%207-3-19.pdf> in Part 10 Section 5.

Opinion of Probable Costs:

- **North Phase** – these extensions will serve areas around the intersection of Ft. Crook Rd. and Fairview Rd. (approximately 2 years to design and construct from application)
 - 12" in Fairview Rd. from W. of JFK to Ft. Crook Rd.
 - 12" in Fairview Rd. /S. 5th St. from Ft. Crook Rd. to East
 - 12" in Fort Crook Rd. from Platteview Rd. to Fairview Rd.
 - 12" in Fort Crook Rd. from Fairview Rd. to North

Total North Phase Pioneer Main Extension Costs: **\$2,300,000**

Assuming typical industrial demands, this phase could be installed independently of the phases below. However, a heavy water user may require completion of parts of Phase 1 (Platteview Road Extensions).
- **Phase 1** – a backbone through the south area that would allow industrial development with heavy water users at the old PCS Nitrogen Site and development along Hidden Valley Rd. (approximately 3 years to design and construct from application)
 - 24" equivalent of 30" in Platteview Road, from 36th to 25th Streets (Note that MUD pays 25% of the cost of 30" mains, so the City effectively pays a cost "equivalent" to a 24" main, the total below reflects the City's estimated cost)
 - 24" main in Hidden Valley Dr. from Platteview Rd. to S.10th St.
 - 24" main in S. 10th St. from Hidden Valley Dr. to La Platte Rd
 - 16" main in LaPlatte Rd. from Hwy 75 to Harlan Lewis Rd.
 - 12" main in Harlan Lewis Rd. from La Platte Rd. to North (to Ex. 12" Main. WCC5385)

Total Phase 1 Pioneer Main Extension Costs: **\$8,600,000**
- **Phase 2** – serve the area NW of Hwy75 and Hidden Valley Dr. which has seen some interest. (This phase could be independent of Phase 1) (approximately 18 months to design and construct from application)
 - 16" main in Platteview Rd. from S. 17th St to Hwy 75

12" main in S. 10th St. from Hidden Valley Dr. to Platteview Rd.
16" main in Hidden Valley Dr. from S. 10th St. to Hwy 75

Total Phase 2 Pioneer Main Extension Costs: **\$1,700,000**

- **Phase 3** – serve properties along Hwy 34 east of Hwy 75 and provided water and redundancy to the large “Bellevue Industrial Site” south of Offutt AFB. *(This is the site Toyota looked at a few years ago) (approximately 2 years to design and construct from application)*

16" main in Hwy 34 from Hwy 75 to Harlan Lewis Rd.
12" main in Harlan Lewis Rd. from Cunningham Rd to South (to Ex. 12" Main. WCC5385)

Total Phase 3 Pioneer Main Extension Costs: **\$3,500,000**

- **Phase 4** – serve area along La Platte road extension and provide redundancy for the area. *(very long-term plan for the system) (18 months to design and construct from application)*

12" main in S. 10th St. from La Platte Rd. (S) to La Platte Rd (N.)
12" main in La Platte Rd from 36th to Hwy 75

Total Phase 4 Pioneer Main Extension Costs: **\$2,200,000**

These estimated costs are all in 2020 dollars and are for the pioneer approach mains that serve the general area. Smaller distribution mains in dedicated rights-of-ways within or surrounding developed property may also need to be extended and would be an additional cost. The cost of the water service from the public mains would also be in addition to the water main cost above. When service is applied for, other applicable charges such as impact fees, tapping charges, etc. would be payable.

Please let me know if you have any questions or would like to have a follow-up call.

Regards,

Kyle M. Bowman
Business Development Specialist
Metropolitan Utilities District
402.504.7185

MEMORANDUM OF UNDERSTANDING
FOR
WATER MAIN EXTENSION DESIGN SERVICES
MUD PROJECT WP1871

This MEMORANDUM OF UNDERSTANDING ("MOU") is entered into as of the date of the last signature below (the "Effective Date") by and between METROPOLITAN UTILITIES DISTRICT OF OMAHA, NEBRASKA, a municipal corporation and political subdivision of the State of Nebraska ("MUD") and CITY OF BELLEVUE, a municipal corporation and city of the first class of the State of Nebraska ("the City") (MUD and the City are sometimes referred to collectively in this MOU as the "Parties").

RECITALS

- a. MUD operates a natural gas and drinking water utility in and around the City of Bellevue, Sarpy County, Nebraska;
- b. The City desires that MUD extend its existing water infrastructure, consisting of water main pipelines, pump stations, valves, hydrants and other such facilities, generally along Platteview Rd., Hidden Valley Drive, South 10th St., East LaPlatte Rd, and Harlan Lewis Rd. ("Proposed Water Main Extension") as shown on the attached "Exhibit A: WP1871 Proposed Main Extension Map."
- c. The City understands that as the areas surrounding the Proposed Water Main Extension develops, additional main extensions may be required in accordance with District's Water and/or Gas Rules and Regulations.
- d. The Proposed Water Main Extension will require significant up-front costs related to design work ("Design Services");
- e. HDR, Inc., an engineering and design firm based in Omaha, Nebraska, is currently designing a sewer and road project along the same corridor as the Proposed Water Main Extension for the City and has specialized knowledge of the area and the City's roadway and sewer needs;

NOW THEREFORE, in consideration of the above Recitals and mutual promises and covenants herein contained, and other good and valuable consideration, the receipt, sufficiency, and adequacy of which are expressly acknowledged, MUD and the City set forth their mutual understanding and agreement as follows:

AGREEMENT

1. **Retention of Design Firm and Estimated Costs of the Design Services.** Based on the foregoing recitals, MUD shall enter into an agreement with HDR Inc., to provide for the design of the Proposed Water Main Extension (“Design Services”). Nothing in this MOU would imply or create a relationship between the City and HDR Inc. directly for the Design Services. The Design Services performed by HDR Inc. shall be at MUD’s sole discretion. The City shall have the opportunity to review and provide input on the final design of the Proposed Water Main Extension prior to moving on to any construction or implementation phase for this project. However, MUD shall have sole discretion over the final design of the project. MUD’s current estimate of the costs of the Design Services are \$1,100,000 which includes both fees payable to HDR Inc., and MUD’s internal fees related to the design. The Parties acknowledge this is an estimate only and is subject to change.
2. **Design Services Reasonable and Necessary.** The City agrees that MUD has shared sufficient information with the City to enable the City to evaluate the necessity and reasonableness of the Design Services and the costs for the same. After evaluating the information and documents provided by MUD, the City agrees that the Design Services, and the costs MUD must pay for the same, are both reasonable and necessary.
3. **Reimbursement for Design Services.** The City hereby agrees to reimburse MUD for all actual costs incurred by MUD, including internal costs, for the Design Services for the Proposed Water Main Extension. MUD shall submit invoices to the City when Design Services are estimated to be ¼ complete, ½ complete, ¾ complete and when they are complete. The City shall submit payment to MUD within 30 days of receipt of an invoice.
4. **No Obligation to Extend.** Nothing in this MOU shall be construed to require MUD or the City to proceed with construction of the water main extension. Terms of any actual water main extension will be addressed in a separate Water Main Extension Agreement to be executed in the future between MUD and the City. The City will reimburse MUD for all Design Services regardless of whether or not an actual water main extension is agreed to.
5. **Entire Agreement.** This MOU constitutes the entire agreement of the Parties regarding the matters addressed herein. No amendment, alteration, modification or addition to this MOU will be valid or binding unless expressed in writing and signed by MUD and the City.
6. **Governing Law.** This License Agreement shall be governed in all respects by the laws of the State of Nebraska.
7. **Counterparts; Electronic Signatures.** For purposes of determining the enforceability of this MOU, facsimile signatures shall be deemed originals, and this License Agreement may be executed in any number of counterparts. This License Agreement may be executed by the use of DocuSign electronic signatures.

[Remainder of Page Left Intentionally Blank; Execution Page Follows.]

IN WITNESS WHEREOF, MUD and the City have caused this MOU to be executed as of the Effective Date.

**METROPOLITAN UTILITIES DISTRICT OF
OMAHA, NEBRASKA**

By: Mark E. Doyle

Name: Mark Doyle

Title: President

Date: 03/08/2022

Approved as to form:



Mark Mendenhall, Senior Vice President and General Counsel

CITY OF BELLEVUE

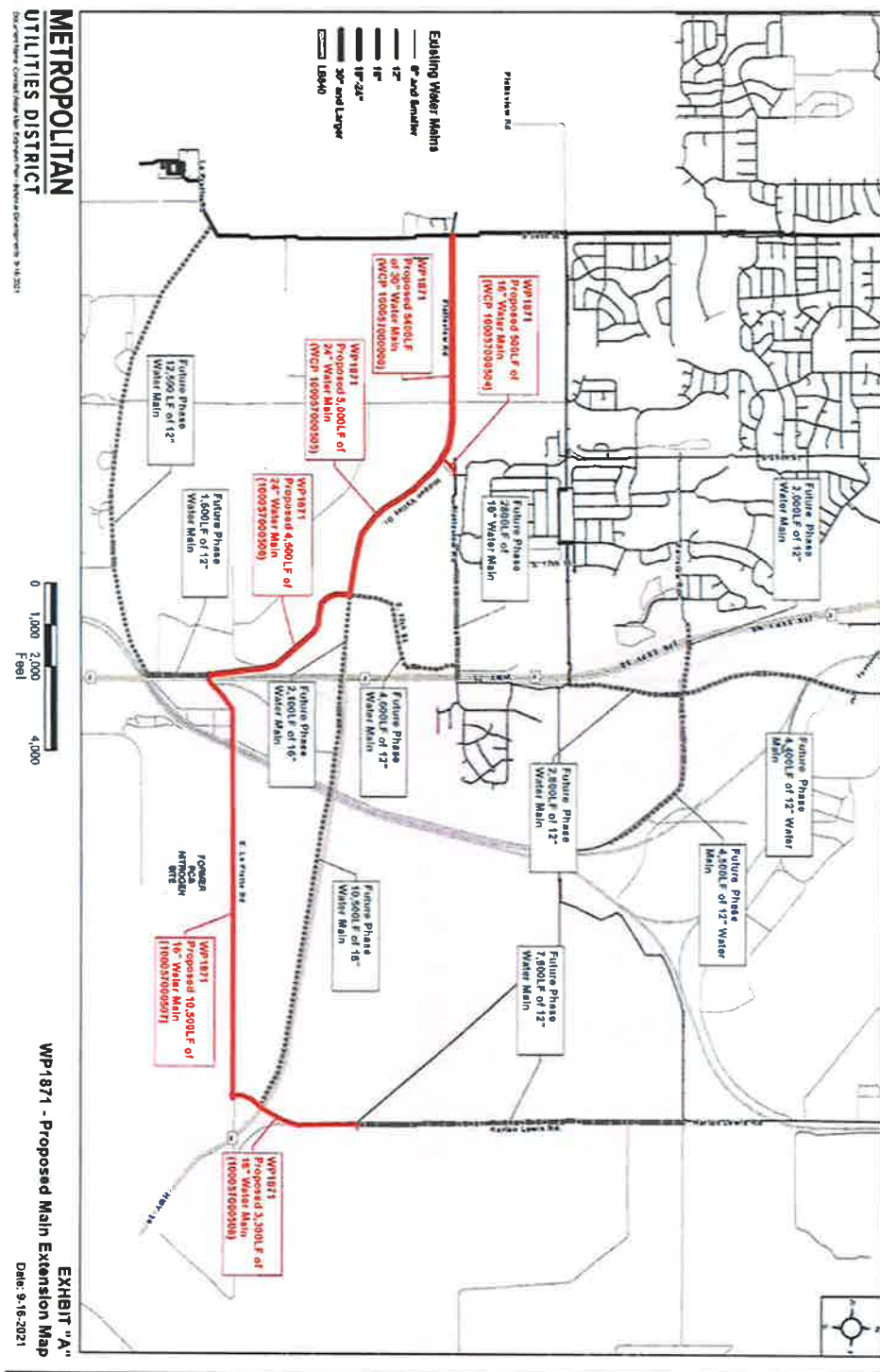
By: 

Name: Rusty Hike

Title: Mayor

Date: 2-1-22

EXHIBIT A: WP1871 PROPOSED MAIN EXTENSION MAP

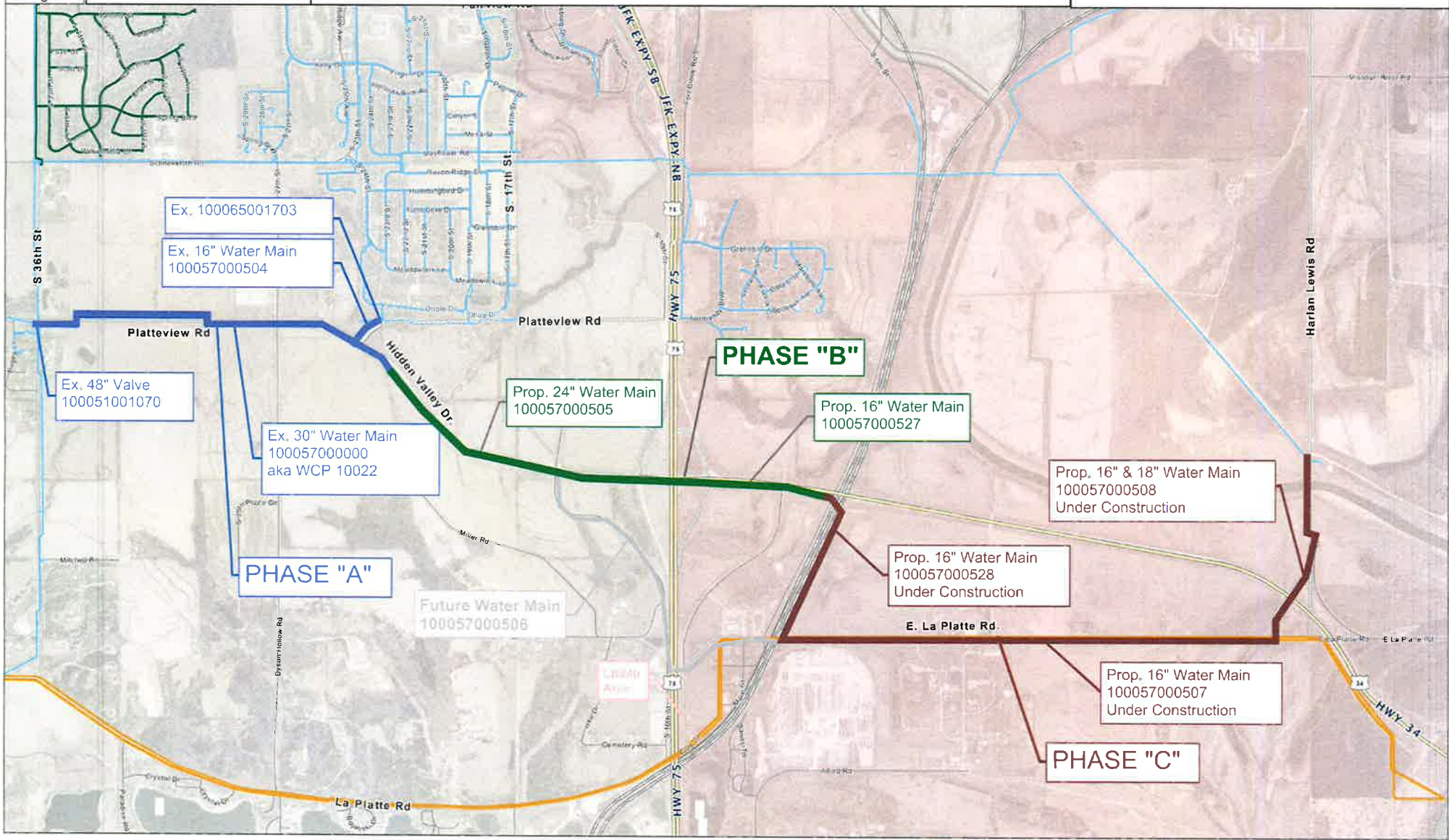




WP2127

Southeast Bellevue Main Extension

PHASE B
100057000505 100057000527





LIST OF ABBREVIATIONS

Table with 3 columns: Abbreviation, Description, and Notes. Includes terms like APPROX. APPROXIMATE, AVE. AVENUE, and various pipe and material codes.

CONSTRUCTION NOTES

- 1. THE DISTRICT SHALL FURNISH ALL VALVES LARGER THAN 12" ...
2. THE DISTRICT WILL FURNISH ALL COLLARED FLANGES ...
3. ALL DAMAGED MATERIAL OR EQUIPMENT MATERIAL THAT HAS BEEN RETURNED TO THE DISTRICT ...
4. THE CONTRACTOR SHALL CONTACT ALL UTILITIES THROUGH THE NEBRASKA UNDERGROUND UTILITY SYSTEM ...
5. THE EXACT LOCATION OF THE VARIOUS APPURTENANCES WILL BE DETERMINED BY THE DISTRICT ENGINEER AT THE TIME OF CONSTRUCTION ...
6. ALL PROPERTY ARE FENCED OR DAMAGED DURING CONSTRUCTION ARE TO BE REPLACED BY A LICENSED NEBRASKA SURVEYOR ...
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING WITH ALL UTILITIES AND FOR ALL COSTS ...
8. THIS PROJECT HAS A STORM WATER POLLUTION PREVENTION PLAN ...
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE RESTORATION OF ALL DAMAGED AREAS ...
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE RESTORATION OF ALL DAMAGED AREAS ...
11. ALL DRAINWAYS TO BE OPEN, CUT AND REPLACED TO PRE-CONSTRUCTION CONDITION ...

SYMBOLS LEGEND

Table mapping symbols to descriptions: PROX. ACCESS BARRIER, PROX. BULL WINDING MARKER, BORE LOG SYMBOL, SOLIDING SYMBOL, etc.



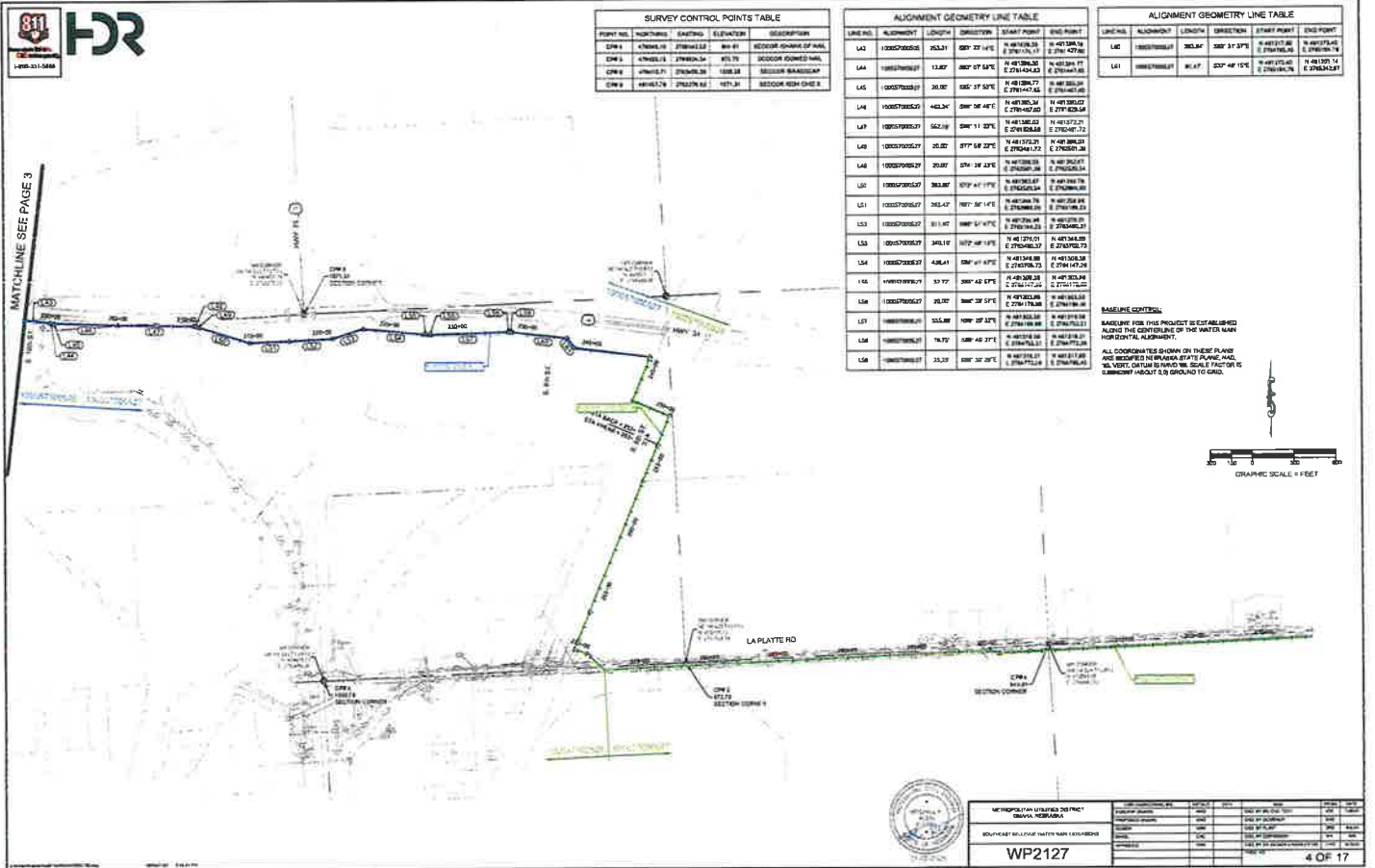
METROPOLITAN UTILITIES DISTRICT
WP2127

Table with columns: JOB NO. 100057000527, BILL OF MATERIALS, QUANTITY, DESCRIPTION, and PRICE PER UNIT.

Table with columns: JOB NO. 100057000505, BILL OF MATERIALS, QUANTITY, DESCRIPTION, and PRICE PER UNIT.

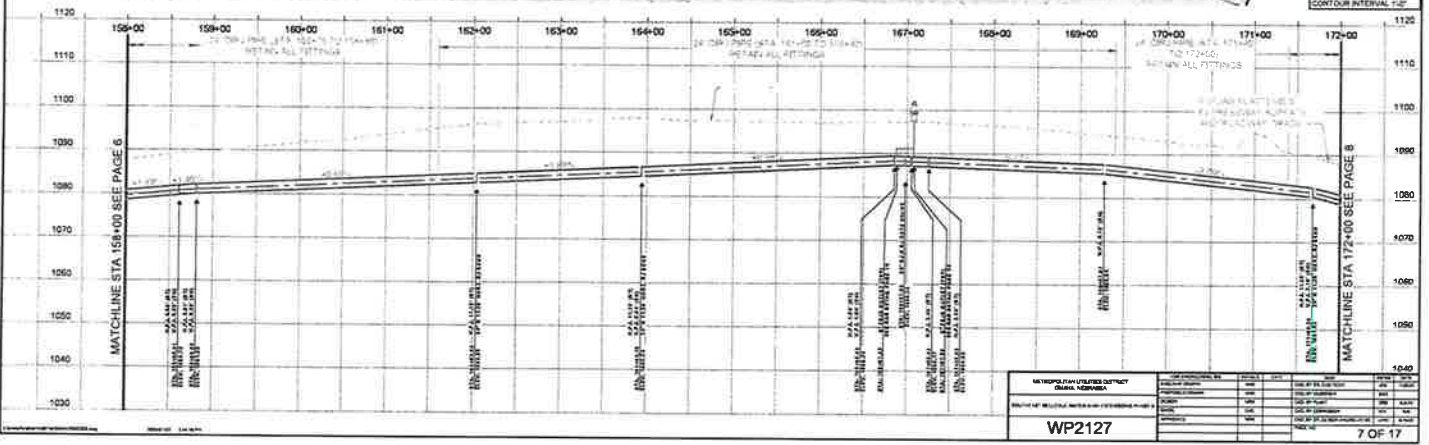
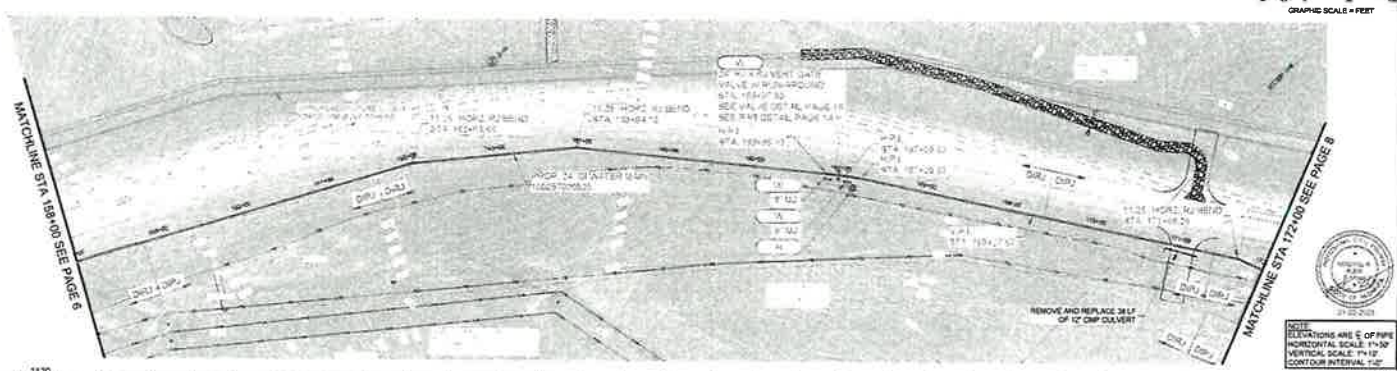
Table with columns: JOB ESTIMATE, QUANTITY, UNIT, and PRICE PER UNIT.

MATERIALS TO BE PROVIDED BY THE DISTRICT
2 OF 17

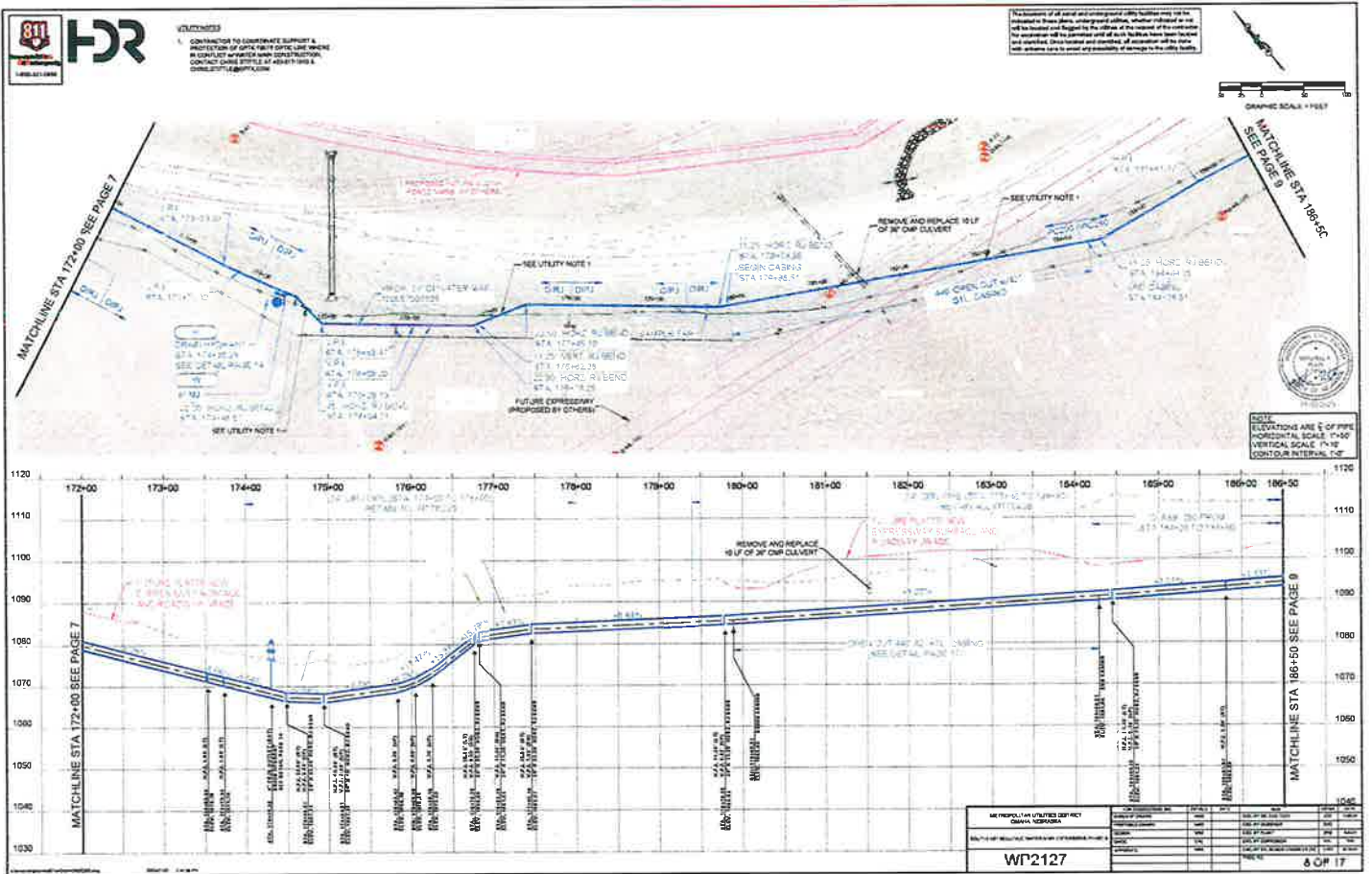


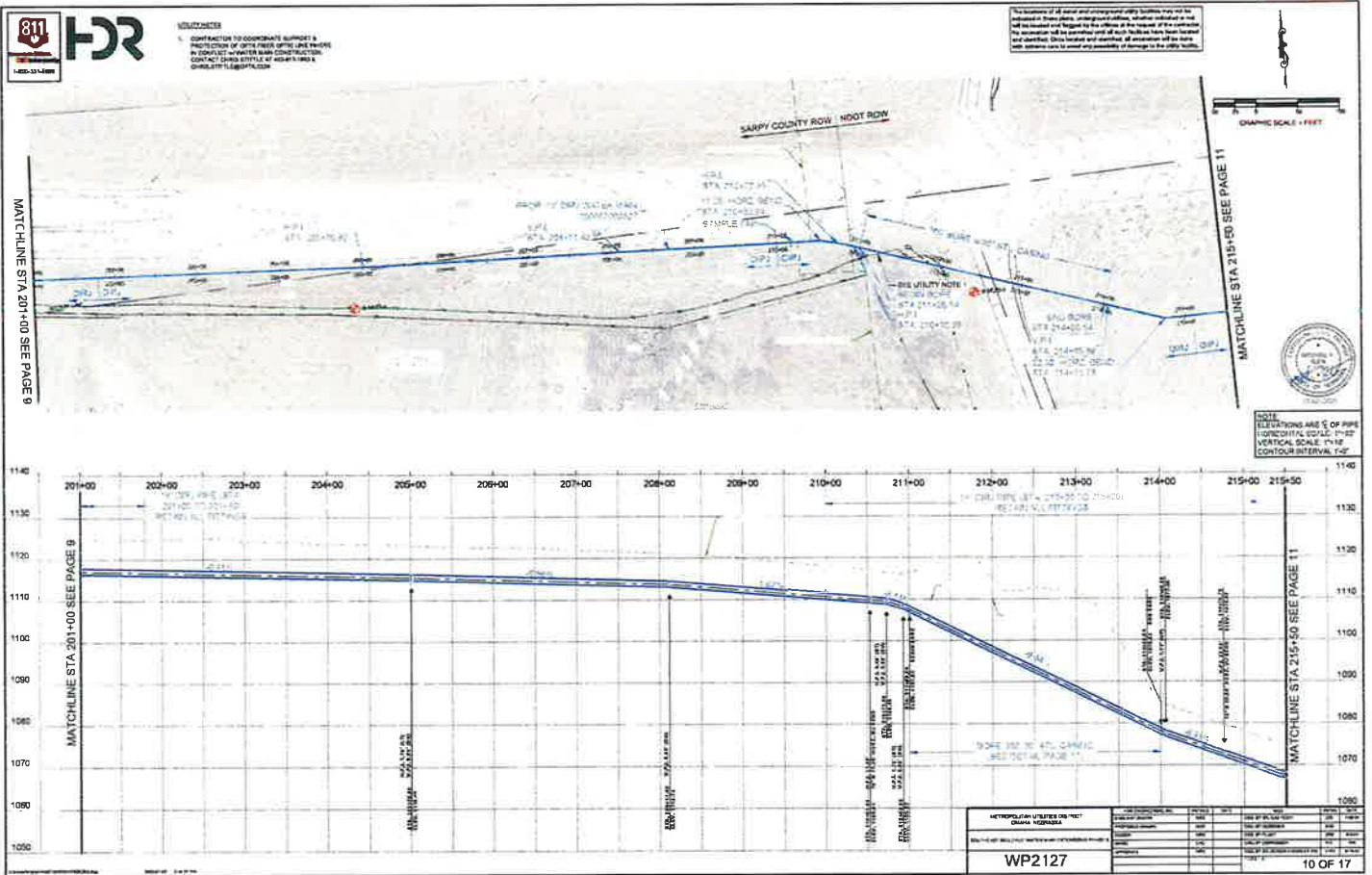


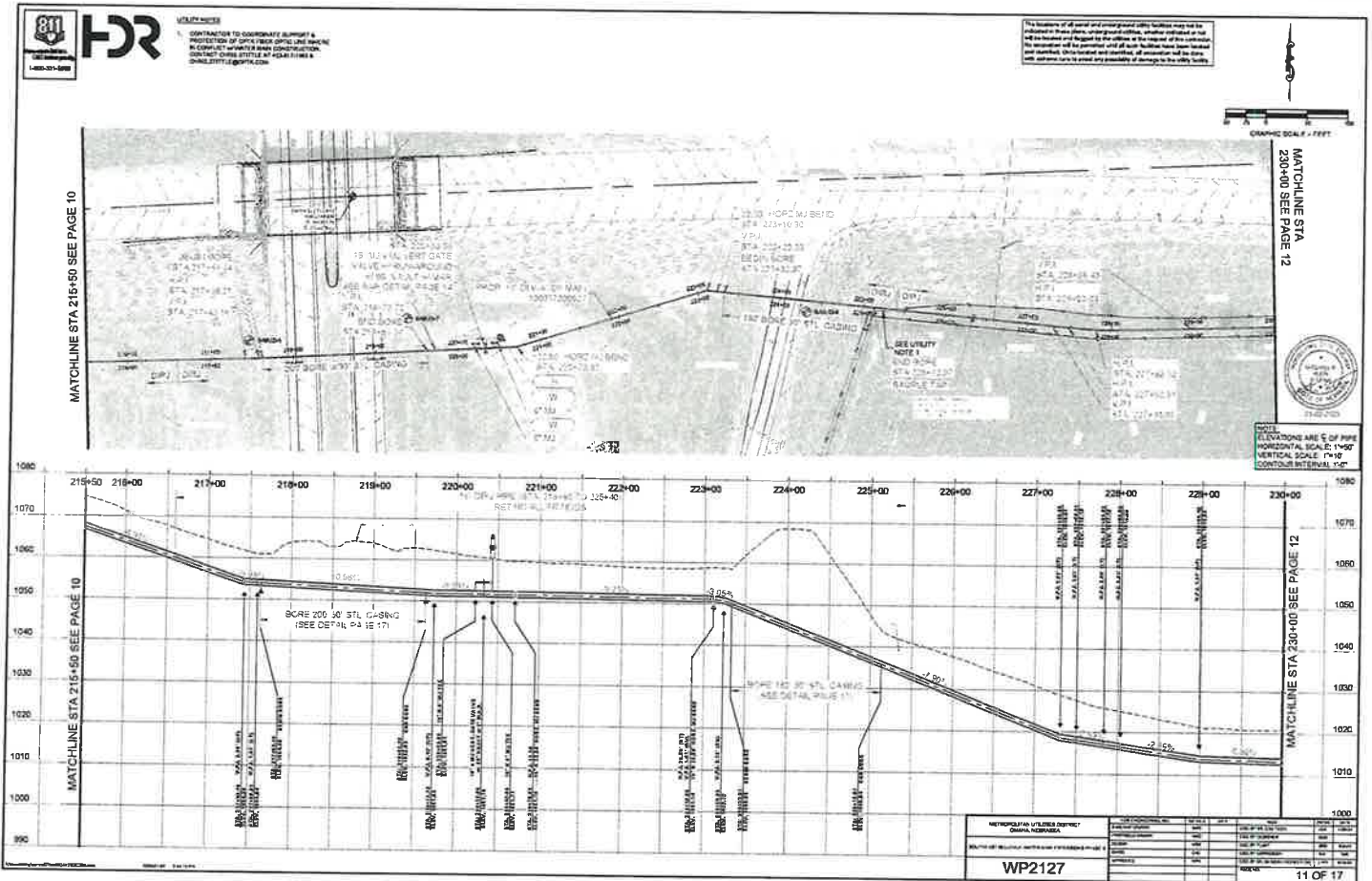
The locations of all aerial and underground utility facilities may not be indicated on these plans, and ground utilities, whether indicated or not, shall be located and properly re-routed, at the expense of the contractor. The contractor shall be responsible for all utility relocation and shall be liable for any and all damage to the utility facilities. The contractor shall be liable for any and all damage to the utility facilities.

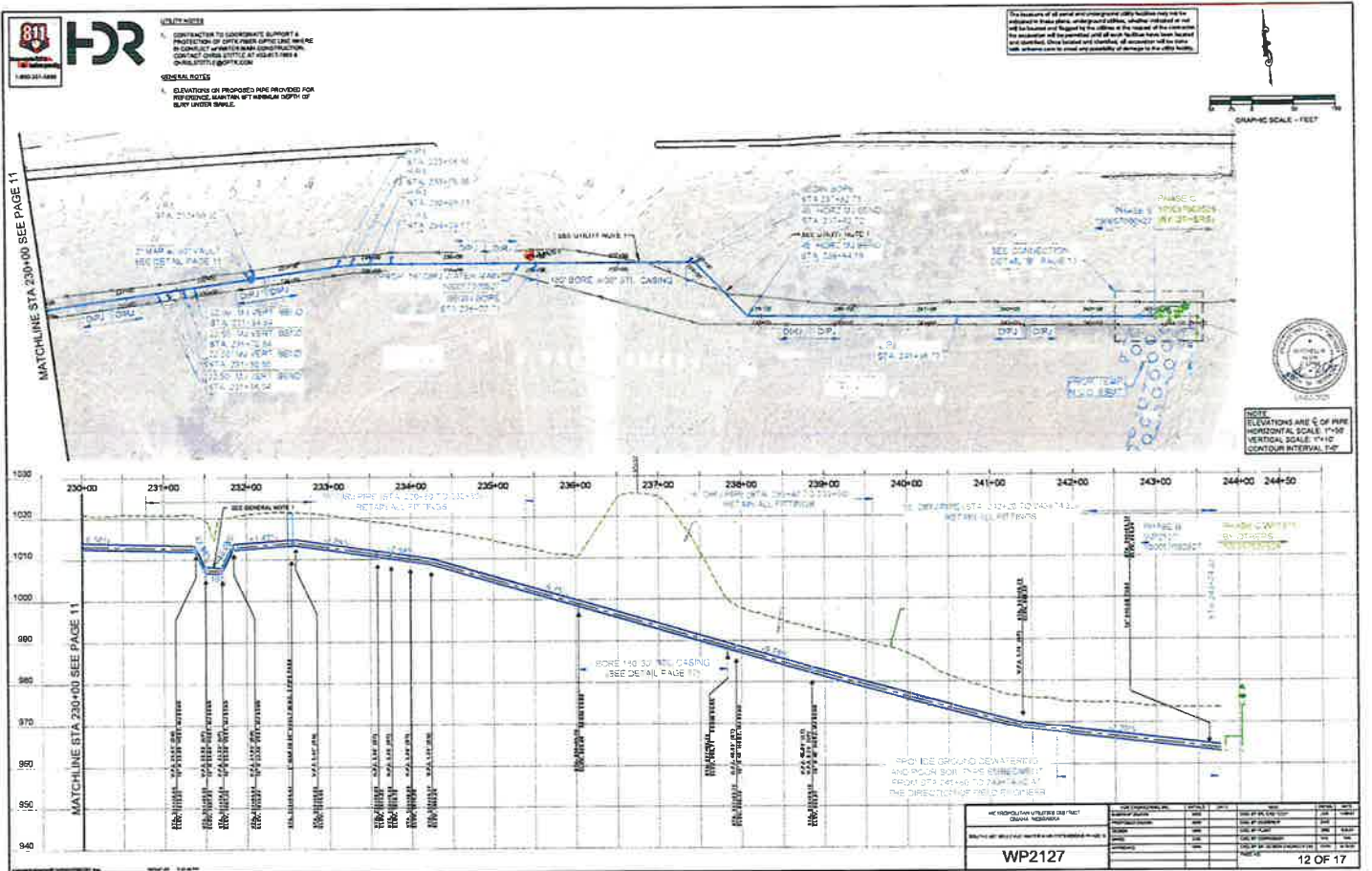


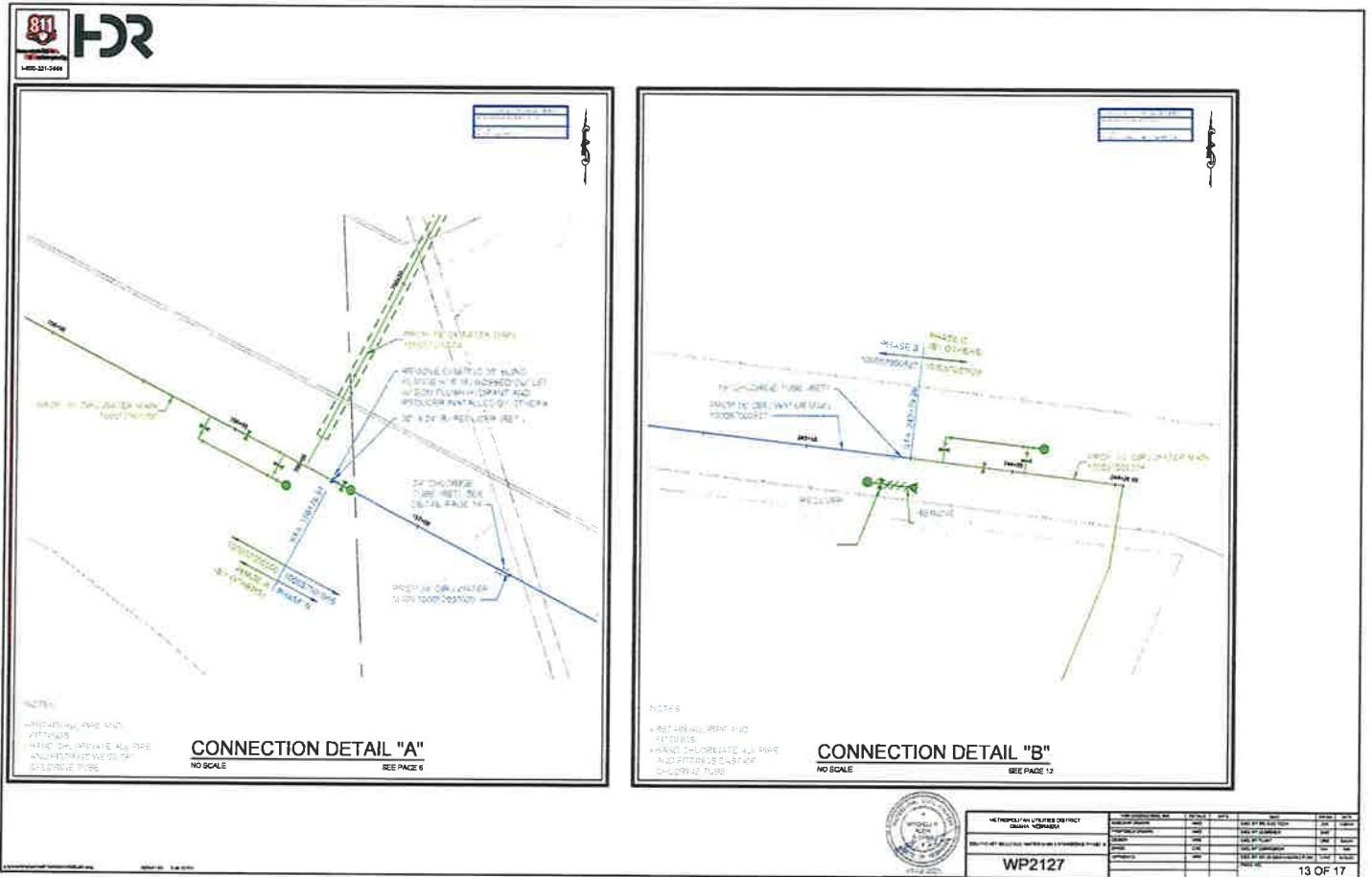
MUNICIPAL UTILITIES DISTRICT		PROJECT NO.		DATE	
Project Name	WP2127	Sheet No.	7	Scale	1" = 40'
Project Location		Project Manager		Project Engineer	
Project Description		Project Designer		Project Checker	
Project Status		Project Date		Project Time	
Project Notes		Project Location		Project Scale	



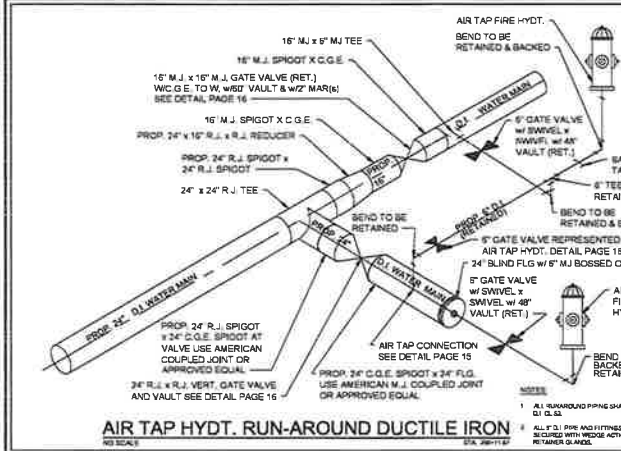
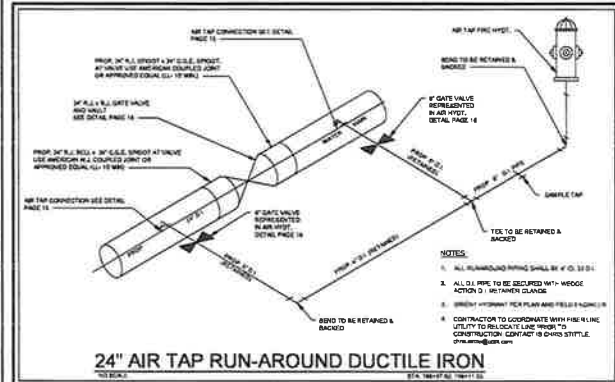
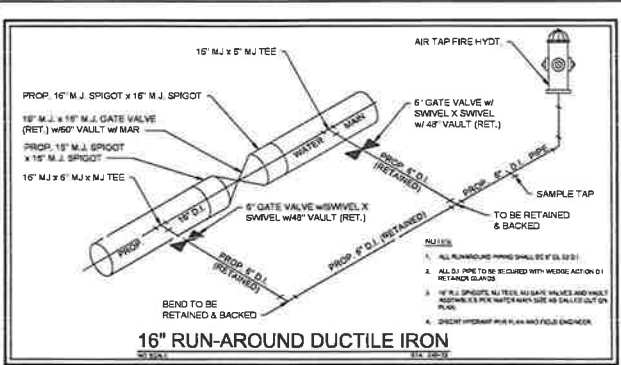
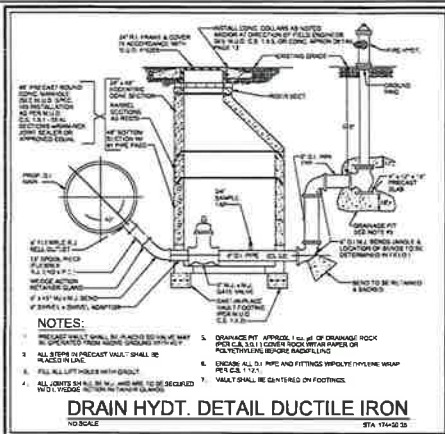








THE TROPICAL UTILITIES DISTRICT CHIEF ENGINEER		PROJECT NO. DATE	SHEET NO. TOTAL SHEETS
WP2127		13 OF 17	13 OF 17



NO.	DESCRIPTION	DATE	BY	CHECKED
1	ISSUED FOR PERMIT	08/11/11	...	...
2	FOR CONSTRUCTION	08/11/11	...	...
3	FOR RECORD	08/11/11	...	...
4	...	...	...	...
5	...	...	...	...
6	...	...	...	...
7	...	...	...	...
8	...	...	...	...
9	...	...	...	...
10	...	...	...	...

WP2127

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: July 1, 2025		SUBMITTED BY: Assistant Chief Jashinske	
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 the new lease for the Bellevue Police "North Site," 726 Fort Crook Road North.

SYNOPSIS/BACKGROUND:
The Bellevue Police Department has leased the North Site since June 22, 2009. The facility is used primarily for storage as well as a work space for officers to remain available for calls in North Bellevue, while completing reports. The facility recently transferred ownership and the old lease expired June 30, 2025.

FISCAL IMPACT: \$40,417.44 BUDGETED FUNDS?: Yes GRANT/MATCHING FUNDS?: No

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: Yes COUNTER-PARTY: INTERLOCAL AGREEMENT: No

CONTRACT DESCRIPTION: Lease for 726 Fort Crook Road North

CONTRACT EFFECTIVE DATE: 7-1-25 CONTRACT TERM: 24 months CONTRACT END DATE: 6-30-27

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 lease for the Bellevue Police "North Site," 726 Fort Crook Road North.

ATTACHMENTS:

- 1. Copy of lease
- 2.
- 3.
- 4.
- 5.
- 6.

SIGNATURES

LEGAL APPROVAL AS TO FORM: 

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: 

LEASE

THIS LEASE is entered into by and between Matcon, L.L.C., a Nebraska limited liability company, Landlord, and City of Bellevue, Tenant, as of the date both Landlord and Tenant execute this Lease.

1. **PREMISES.** Landlord leases to Tenant the real property located at 726 Fort Crook Road N, Bellevue, Nebraska 68147 (the "Premises"), as shown on Exhibit "A", containing approximately 2,032 total square feet of area, on the following terms and conditions.

2. **TERM.** This Lease shall be for a term of Two (2) years, beginning on the 1st day of July, 2025, and ending on the 30th day of June, 2027, unless terminated earlier as provided in this Lease. If for any reason the Premises is delivered to Tenant on any date before or after the term commencement date, rental for the period between the date of possession and the term commencement date shall be adjusted on a pro rata basis. Such earlier or later taking of possession shall not change the termination date of this Lease. This Lease shall not be void or voidable in the event of a late delivery by Landlord, nor shall Landlord be liable to Tenant for any resulting loss or damage.

3. **USE OF PREMISES.** The Premises are leased to Tenant, and are to be used by Tenant, for the purposes of a police office and for no other purpose. Tenant agrees to use the Premises in such a manner as to not interfere with the rights of other tenants in the Real Estate, to comply with all applicable governmental laws, ordinances, and regulations in connection with its use of the Premises, including without limitation all environmental laws, to keep the Premises in a clean and sanitary condition, and to use all reasonable precaution to prevent waste, damage, or injury to the Premises.

4. **RENT.**

(a) **Base Rent.** The total Base Rent under this Lease is Thirty-Three Thousand Nine Hundred Fifteen and No/100 Dollars (\$33,915.00). Tenant agrees to pay Base Rent and any other sums due to Landlord c/o Investors Realty, Inc., 12500 I Street, Suite 160, Omaha, Nebraska 68137, through Versa Pay payment system or at any other place Landlord may designate in writing, in lawful money of the United States, in monthly installments in advance, on the first day of each month, as follows:

For the period from	July 1, 2025, to June 30, 2026,	\$1,300.00 per month
For the period from	July 1, 2026, to June 30, 2027,	\$1,526.25 per month

(b) **Operating Expenses.** In addition to the Base Rent, Tenant shall pay a pro rata share of operating expenses of the real estate of which the Premises are part, parking areas, and grounds ("Real Estate"). "Operating Expenses" shall mean all costs of maintaining and operating the Real Estate, including but not limited to all taxes and special assessments levied upon the Real Estate, as well as any reasonable cost to protest taxes, fixtures, and personal property used by Landlord at the Real Estate, all insurance costs, all costs of labor, material and supplies for maintenance, repair, replacement, and operation of the Real Estate, including but not limited to line painting, lighting, snow removal, landscaping, cleaning, depreciation of machinery and equipment used in such maintenance, repair and replacement, heating, cooling, elevator maintenance, trash services, utility charges, janitorial services, and property management costs, including Real Estate superintendents, and including the cost, amortized over its useful life, of the purchase and installation of any device including the maintenance and repair of such device, to improve the operating efficiency of any system in the building or reduce the cost of insurance and thereby reduce operating expenses. Operating Expenses shall not include property additions and capital improvements to the real estate, alterations made for specific tenants, depreciation of the Real Estate, debt service on long term debt or income taxes paid by Landlord.

The Tenant's prorata share will be the approximate total square footage of the Tenant's Premises divided by the approximate total square footage of the Building. Landlord may from time to time by the acquisition of adjacent property, reconfiguration of existing property, or building of new facilities change the square footage of the Building, which may result in a change in the Tenant's prorata share. Tenant's prorata share upon lease execution is 6.24%. The approximate total rentable square footage of the Building at lease execution is 32,560 square feet.

Tenant's prorata share of the Operating Expenses shall be determined on an annual basis for each calendar year ending on December 31 and shall be prorated for the number of months Tenant occupied the Premises if Tenant did not occupy the Premises the full year. Tenant shall pay Five Hundred Forty-One and 87/100 Dollars (\$541.87) per month, on the first of each month in advance with rent for Tenant's estimated pro rata share of the Operating Expenses. Landlord may change this amount at any time upon written notice to Tenant. At the end of each year, an analysis of the total year's Operating Expenses shall be presented to Tenant and Tenant shall pay the amount, if any, by which the Tenant's pro rata share of the Operating Expenses for the year exceeded the amount of the estimated Operating Expenses paid by Tenant. Said amount shall be paid by Tenant to Landlord within thirty (30) days after Tenant's receipt of the statement. In the event this Lease terminates at any time other than the last day of the year, the excess Operating Expenses shall be determined as of the date of termination. If Tenant's payments of estimated Operating Expenses exceed the amount due Landlord for that calendar year, Landlord shall, at its option, provided Tenant is not then in default under this Lease, apply the excess as a credit against Tenant's other obligations under this Lease or promptly refund such excess to Tenant if the term of this Lease has already expired, in either case without interest to Tenant.

(c) **Payment of Rent.** Tenant agrees to pay the Base Rent as and when due, together with Tenant's share of the Operating Expenses and all other amounts required to be paid by Tenant under this Lease. In the event of nonpayment of any amounts due under this Lease, whether or not designated as rent, Landlord shall have all the rights and remedies provided in this Lease or by law for failure to pay rent.

(d) **Late Charge.** If the Tenant fails to pay the Base Rent together with the Tenant's share of the Operating Expenses and all other amounts required to be paid by Tenant under this Lease, on or before the fifth (5th) day after such payments are due, Tenant agrees to pay Landlord a late charge of Two Hundred and 00/100 Dollars (\$200.00) and any delinquent amounts will bear interest at the rate of 12% per annum from the date of delinquency until paid.

(e) **Security Deposit.** Intentionally Deleted.

5. **SERVICES.** Landlord shall furnish no services, except those provided under operating expenses, to the Premises during normal business hours, and at such other times as Landlord may deem necessary or desirable, in the manner customary to the Real Estate. Landlord shall have the right to discontinue any service during any period for which rent is not promptly paid by Tenant. Landlord shall not be liable for damages, nor shall the rental be abated, for failure to furnish, or delay in furnishing, any service when failure to furnish, or delay in furnishing, is occasioned in whole or in part by needful repairs, renewals, or improvements, or by any strike or labor controversy, or by any accident or casualty whatsoever, or by any unauthorized act or default of any employee of Landlord, or for any other cause or causes beyond the control of Landlord. Tenant shall pay, directly to the service provider, when due, all water, gas, electricity, sewer use fees, incurred at or chargeable to the Premises.

6. **ASSIGNMENT OR SUBLEASE.** Tenant shall not assign this Lease or sublet the whole or any part of the Premises, transfer this Lease by operation of law or otherwise, or permit any other person except agents and employees of Tenant to occupy the Premises, or any part thereof, without the prior written consent of Landlord. Landlord may consider any factor it deems relevant in determining whether to withhold consent including, but not limited to, the following: (a) financial responsibility of the new tenant, (b) identity and business character of the new tenant, (c) nature and legality of the proposed use of the Premises. Landlord shall have the right to assign its interest under this Lease or the rent hereunder.

7. **TENANT'S IMPROVEMENTS.** Tenant shall have the right to place partitions and fixtures and make improvements or other alterations in the interior of the Premises at its own expense. Prior to commencing any such work, Tenant shall first obtain the written consent of Landlord for the proposed work. Landlord may, as a condition to its consent, require that the work be done by Landlord's own employees and/or under Landlord's supervision, but at the expense of Tenant, and that Tenant give sufficient security that the Premises will be completed free and clear of liens and in a manner satisfactory to Landlord. Upon termination of this Lease, at Landlord's option, Tenant will repair and restore the Premises to its former condition, at Tenant's expense, or any such improvements, additions, or alterations installed or made by Tenant, except Tenant's trade fixtures, shall become part of the Premises and the property of the Landlord. Tenant may remove its trade fixtures at the termination of this Lease provided Tenant is not then in default and provided further that Tenant repairs any damage caused by such removal. At termination of this Lease, Tenant shall remove from the Premises all wiring for communication and computer equipment installed by Tenant at the Premises. Notwithstanding anything herein to the contrary Tenant shall not be required to remove improvements made according to the Tenant Improvement Plan approved by Landlord.

8. **REPAIRS.** Landlord agrees to maintain in good condition, and repair as necessary the foundations, exterior walls and the roof of the Premises.

Tenant agrees that it will make, at its own cost and expense, all maintenance, repairs and replacements to the Premises not required to be made by Landlord, including, but not limited to, all interior and exterior doors, door frames, windows, plate glass, and the heating, air conditioning, plumbing and electrical systems servicing the Premises. Tenant agrees to do all redecorating, remodeling, alterations, and painting required by it during the term of the Lease at its own cost and expense, to pay for any repairs to the Premises or the Real Estate made necessary by any negligence or carelessness of Tenant or any of its agents or employees or persons permitted on the Real Estate by Tenant, and to maintain the Premises in a safe, clean, neat, and sanitary condition. Tenant shall be entitled to no compensation for inconvenience, injury, or loss of business arising from the making of any repairs by Landlord, Tenant, or other tenants to the Premises or the Real Estate.

9. **CONDITION OF PREMISES.** Except as provided herein, Tenant agrees that no promises, representations, statements, or warranties have been made on behalf of Landlord to Tenant respecting the condition of the Premises, or the manner of operating the Real Estate, or the making of any repairs to the Premises. By taking possession of the Premises, Tenant acknowledges that the Premises were in good and satisfactory condition when possession was taken. Tenant shall, at the termination of this Lease, by lapse of time or otherwise, remove all of Tenant's property and surrender the Premises to Landlord in as good condition as when Tenant took possession, normal wear excepted.

10. **PERSONAL PROPERTY AT RISK OF TENANT.** All personal property in the Premises shall be at the risk of Tenant only. Landlord shall not be liable for any damage to any property of Tenant or its agents or employees in the Premises caused by any reason whatsoever, including, without limitation, fire, theft, steam, electricity, sewage, gas or odors, or from water, rain, or snow which may leak into, issue or flow into the Premises from any part of the Real Estate, or from any other place, or for any damage done to Tenant's property in moving same to or from the Real Estate or the Premises. Tenant shall give Landlord, or its agents, prompt written notice of any damage to or defects in water pipes, gas or warming or cooling apparatus in the Premises.

11. **LANDLORD'S RESERVED RIGHTS.** Without notice to Tenant, without liability to Tenant for damage or injury to property, person, or business, and without effecting an eviction of Tenant or a disturbance of Tenant's use or possession or giving rise to any claim for set off or abatement of rent, Landlord shall have the right to:

- (a) Change the name or street address of the Real Estate.

- (b) Install and maintain signs on the Real Estate.
- (c) Have access to all mail chutes according to the rules of the United States Post Office Department.
- (d) At reasonable times, to decorate, and to make, at its own expense, repairs, alterations, additions, and improvements, structural or otherwise, in or to the Premises, the Real Estate, or part thereof, and any adjacent Real Estate, land, street, or alley, and during such operations to take into and through the Premises or any part of the Real Estate all materials required, and to temporarily close or suspend operation of entrances, doors, corridors, elevators, or other facilities to do so.
- (f) Show the Premises to prospective tenants at reasonable times.
- (g) Take any and all reasonable measures, including inspections or the making of repairs, alterations, and additions and improvements to the Premises or to the Real Estate, which Landlord deems necessary or desirable for the safety, protection, operation, or preservation of the Premises or the Real Estate.
- (h) Approve all sources furnishing signs, painting, and/or lettering to the Premises, and approve all signs on the Premises prior to installation thereof.
- (i) Establish rules and regulations for the safety, care, order, operation, appearance, and cleanliness of the Real Estate and to make modifications thereto.

12. **INSURANCE.** Tenant shall not use or occupy the Premises or any part thereof in any manner which could invalidate any policies of insurance now or hereafter placed on the Real Estate or increase the risks covered by insurance on the Real Estate or necessitate additional insurance premiums or policies of insurance, even if such use may be in furtherance of Tenant's business purposes. In the event any policies of insurance are invalidated by acts or omissions of Tenant, Landlord shall have the right to terminate this Lease or, at Landlord's option, to charge Tenant for extra insurance premiums required on the Real Estate on account of the increased risk caused by Tenant's use and occupancy of the Premises. Each party hereby waives all claims for recovery from the other for any loss or damage to any of its property insured under valid and collectible insurance policies to the extent of any recovery collectible under such policies; provided that this waiver shall apply only when permitted by the applicable policy of insurance.

13. **INDEMNITY.** Tenant shall indemnify, hold harmless, and defend Landlord from and against, and Landlord shall not be liable to Tenant on account of, any and all costs, expenses, liabilities, losses, damages, suits, actions, fines, penalties, demands, or claims of any kind, including reasonable attorney's fees, asserted by or on behalf of any person, entity, or governmental authority arising out of or in any way connected with either (a) a failure by Tenant to perform any of the agreements, terms, or conditions of this Lease required to be performed by Tenant; (b) a failure by Tenant to comply with any laws, statutes, ordinances, regulations, or orders of any governmental authority; or (c) any accident, death, or personal injury, or damage to, or loss or theft of property which shall occur on or about the Premises, or the Real Estate, except as the same may be the result of the negligence of Landlord, its employees, or agents.

14. **LIABILITY INSURANCE.** Tenant agrees to procure and maintain continuously during the entire term of this Lease, a policy or policies of commercial general liability insurance from a company or companies acceptable to Landlord, at Tenant's own cost and expense, insuring Landlord and Tenant from all claims, demands or actions; such policy or policies shall in addition to insuring Tenant protect and name the Landlord and Landlord's managing agent as additional Insured and shall provide coverage in a combined single limit per occurrence of at least \$2,000,000.00 for claims, demands or actions for bodily injury, death or property damage made by or on behalf of any person or persons, firm or corporation arising from, related to, or connected with the conduct and operation of Tenant's business in the Premises, or arising out of and connected with the use and occupancy of the Real Estate by the Tenant. All such insurance shall provide that Landlord shall be given a minimum of ten (10) days notice by the insurance company prior to cancellation, termination or change of such insurance. Tenant shall provide Landlord

with copies of the policies, an endorsement showing the Landlord and Landlord's managing agent as additional insured, and certificates evidencing that such insurance is in full force and effect and stating the term and provisions thereof. If Tenant fails to comply with such requirements for insurance, Landlord may, but shall not be obligated to, obtain such insurance and keep the same in effect, and Tenant agrees to pay Landlord, upon demand, the premium cost thereof.

15. **DAMAGE BY FIRE OR OTHER CASUALTY.** If, during the term of this Lease, the Premises shall be so damaged by fire or any other cause except Tenant's negligent or intentional act so as to render the Premises untenable, the rent shall be abated while the Premises remain untenable; and in the event of such damage, Landlord shall elect whether to repair the Premises or to cancel this Lease, and shall notify Tenant in writing of its election within sixty (60) days after such damage. In the event Landlord elects to repair the Premises, the work or repair shall begin promptly and shall be carried on without unnecessary delay. In the event Landlord elects not to repair the Premises, the Lease shall be deemed canceled as of the date of the damage. Such damage shall not extend the Lease term.

16. **CONDEMNATION.** If the whole or any part of the Premises shall be taken by public authority under the power of eminent domain, then the term of this Lease shall cease on that portion of the Premises so taken, from the date of possession, and the rent shall be paid to that date, with a proportionate refund by Landlord to Tenant of such rent as may have been paid by Tenant in advance. If the portion of the Premises taken is such that it prevents the practical use of the Premises for Tenant's purposes, then Tenant shall have the right either (a) to terminate this Lease by giving written notice of such termination to Landlord not later than thirty (30) days after the taking, or (b) to continue in possession of the remainder of the Premises, except that the rent shall be reduced in proportion to the area of the Premises taken. In the event of any taking or condemnation of the Premises, in whole or in part, the entire resulting award of damages shall be the exclusive property of Landlord, including all damages awarded as compensation for diminution in value to the leasehold, without any deduction for the value of any unexpired term of this Lease, or for any other estate or interest in the Premises now or hereafter vested in Tenant.

17. **DEFAULT OR BREACH.** Each of the following events shall constitute a default or a breach of this Lease by Tenant:

- (a) If Tenant fails to pay Landlord any rent or other payments when due hereunder.
- (b) If Tenant vacates or abandons the Premises.
- (c) If Tenant files a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or voluntarily takes advantage of any such act by answer or otherwise or makes an assignment for the benefit of creditors.
- (d) If involuntary proceedings under any bankruptcy or insolvency act shall be instituted against Tenant, or if a receiver or trustee shall be appointed of all or substantially all of the property of Tenant, and such proceedings shall not be dismissed, or the receivership or trusteeship vacated within thirty (30) days after the institution or appointment; or
- (e) If Tenant fails to perform or comply with any other term or condition of this Lease, or any of the rules and regulations established by Landlord, and if such nonperformance shall continue for a period of ten (10) days after notice thereof by Landlord to Tenant, time being of the essence.

18. **EFFECT OF DEFAULT.** In the event of any default or breach hereunder, in addition to any other right or remedy available to Landlord, either at law or in equity, Landlord may exert any one or more of the following rights:

(a) Landlord may re-enter the Premises immediately and remove the property and personnel of Tenant, and shall have the right, but not the obligation, to store such property in a public warehouse or at a place selected by Landlord, at the risk and expense of Tenant.

(b) Landlord may retake the Premises and may terminate this Lease by giving written notice of termination to Tenant. Without such notice, Landlord's retaking will not terminate the Lease. On termination, Landlord may recover from Tenant all damages proximately resulting from the breach, including the cost of recovering the Premises and the difference between the rent due for the balance of the Lease term as though the Lease had not been terminated and the fair market rental value of the Premises for the balance of the Lease term as though the Lease had not been terminated which sum shall be immediately due Landlord from Tenant.

(c) Landlord may relet the Premises or any part thereof for any term without terminating this Lease, at such rent and on such terms as it may, choose. Landlord may make alterations and repairs to the Premises. In addition to Tenant's liability to Landlord for breach of this Lease, Tenant shall be liable for all expenses of the reletting, for any alterations and repairs made, and for the rent due for the balance of the Lease term, which sum shall be immediately due Landlord from Tenant. The amount due Landlord will be reduced by the net rent received by Landlord during the remaining term of this Lease from reletting the Premises or any part thereof. If during the remaining term of this Lease Landlord receives more than the amount due Landlord under this sub-paragraph, the Landlord shall pay such excess to Tenant, but only to the extent Tenant has actually made payment pursuant to this sub-paragraph.

19. **SURRENDER - HOLDING OVER.** Tenant shall, upon termination of this Lease, whether by lapse of time or otherwise, peaceably and promptly surrender the Premises to Landlord. If Tenant remains in possession after the termination of this Lease, without a written lease duly executed by the parties, Tenant shall be deemed a trespasser. If Tenant pays, and Landlord accepts, rent for a period after termination of this Lease, Tenant shall be deemed to be occupying the Premises only as a tenant from month to month, subject to all the terms, conditions, and agreements of this Lease, except that the rent shall be two times the monthly rent specified in the lease immediately before termination.

20. **SUBORDINATION AND ATTORNMENT.** Landlord reserves the right to place liens and encumbrances on the Premises superior in lien and effect to this Lease. This Lease, and all rights of Tenant hereunder, shall, at the option of Landlord, be subject and subordinate to any liens and encumbrances now or hereafter imposed by Landlord upon the Premises or the Real Estate or any part thereof, and Tenant agrees to execute, acknowledge, and deliver to Landlord, upon request, any and all instruments that may be necessary or proper to subordinate this Lease and all rights herein to any such lien or encumbrance as may be required by Landlord.

In the event any proceedings are brought for the foreclosure of any mortgage on the Premises, Tenant will attorn to the purchaser at the foreclosure sale and recognize such purchaser as the Landlord under this Lease. The purchaser, by virtue of such foreclosure, shall be deemed to have assumed, as substitute Landlord, the terms and conditions of this Lease until the resale or other disposition of its interest. Such assumption, however, shall not be deemed in acknowledgment by the purchaser of the validity of any then existing claims of Tenant against the prior Landlord.

Tenant agrees to execute and deliver such further assurances and other documents, including a new lease upon the same terms and conditions contained herein, confirming the foregoing, as such purchaser may reasonably request. Tenant waives any right of election to terminate this Lease because of any such foreclosure proceedings.

21. **NOTICES.** Any notice or demands given hereunder shall be in writing and deemed duly given, when delivered at the address specified in this Section 21, if delivered: (i) personally by hand or by a nationally recognized overnight courier service; (ii) by United States certified or registered first class mail on the date appearing on the

return receipt therefor; or (iii) by electronic mail when such electronic mail is transmitted to the electronic mail address specified in this Section

To Landlord: Matcon, L.L.C.
Attn: Lease Administrator
c/o Investors Realty, Inc.
12500 I Street, Suite 160
Omaha, NE 68137
LeaseAdministrator@investorsomaha.com

To Tenant: Bellevue City Administrator
1500 Wall Street
Bellevue, NE 68005
Email:

With a Copy to: City of Bellevue Police
ATTN: Andy Jashinske
1500 Wall Street
Bellevue, NE 68005
Email: andy.jashinske@bellevue.net

22. COMPLIANCE WITH ADA AND ENVIRONMENTAL LAW.

(a) Tenant, at its expense, shall comply with all laws, orders, ordinances, rules and regulations and directions of federal, state, county and municipal authorities and departments thereof having jurisdiction over the Leased premises (including but not limited to, the Americans with Disabilities Act of 1990, the American Society of Heating, Refrigeration, and Air Conditioning Engineers (the ASHRAE), the Comprehensive Environmental Response, Compensation and Liability Act of 1980, and the Resource Conservation and Recovery Act) referable to Tenant or the Leased Premises arising by reason of (i) Tenant's use of the Leased Premises or any installments made therein by or at Tenant's request other than Owner's work, or (ii) any default by Tenant under this Lease.

(b) Owner shall be responsible to remove where readily achievable any barriers to access to the Building and all public portions thereof under the provisions of Title III of the Americans with Disabilities Act of 1990 and shall comply with any other applicable governmental requirements, including but not limited to the American Society of Heating, Refrigeration, and Air Conditioning Engineers (the ASHRAE), the Comprehensive Environmental Response, Compensation and Liability Act of 1980, and the resource Conservation and Recovery Act relating to the public portions of the Building, including all common areas, sidewalks, stairways, entry ways, driveways and parking lots, provided noncompliance will materially curtail Tenant's use or access to the Leased Premises and provided that Tenant is not obligated to comply with them under the provisions of subdivision (1) of this Section. Owner, at its expense, may contest the validity of any governmental requirements and postpone compliance therewith pending such contest. If Tenant receives written notice of any violation of any governmental requirements applicable to the Building of which the Leased Premises, it shall give prompt notice thereof to Owner.

23. **SUBSTITUTION OF OTHER PREMISES.** Landlord may upon thirty days notice to Tenant substitute for the Premises other premises in the Real Estate (the "New Premises"), provided that the New Premises shall be reasonably usable for Tenant's business hereunder; and, if Tenant is already in occupancy of the Premises, then in addition Landlord shall pay the reasonable expenses of moving Tenant from the Premises to the New Premises and for improving the New Premises so that they are substantially similar to the Premises.

24. MISCELLANEOUS.

(a) **Binding on Assigns.** All terms, conditions, and agreements of this Lease shall be binding upon, apply, and inure to the benefit of the parties hereto and their respective heirs, representatives, successors, and permitted assigns.

(b) **Amendment in Writing.** This Lease contains the entire agreement between the parties and may be amended only by subsequent written agreement.

(c) **Waiver - None.** The failure of Landlord to insist upon strict performance of any of the terms, conditions and agreements of this Lease shall not be deemed a waiver of any of its rights or remedies hereunder and shall not be deemed a waiver of any subsequent breach or default of any of such terms, conditions, and agreements. The doing of anything by Landlord which Landlord is not obligated to do hereunder shall not impose any future obligation on Landlord nor otherwise amend any provisions of this Lease.

(d) **No Surrender.** No surrender of the Premises by Tenant shall be affected by Landlord's acceptance of the keys to the Premises or of the rent due hereunder, or by any other means whatsoever, without Landlord's written acknowledgment that such acceptance constitutes surrender of the Premises.

(e) **Captions.** The captions of the various paragraphs in this Lease are for convenience only and do not define, limit, describe, or construe the contents of such paragraphs.

(f) **Applicable Law.** This Lease shall be governed by and construed in accordance with the laws of the State of Nebraska.

(g) **Partial Invalidity.** If any provision of this Lease is invalid or unenforceable to any extent, then that provision and the remainder of this Lease shall continue in effect and be enforceable to the fullest extent permitted by law.

(h) **Estoppel Certificate.** Tenant shall at any time and from time to time upon not less than ten (10) days prior written notice from Landlord, execute, acknowledge and deliver to Landlord a statement in writing, (a) certifying that this Lease is unmodified and in full force and effect or, if modified, stating the nature of such modification and certifying that this Lease as so modified, is in full force and effect, and the date to which the rental and other charges are paid in advance, if any, and (b) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of the Landlord hereunder, or specifying such defaults if any are claimed. Any such statement may contain such additional provisions as Landlord shall reasonably request and may be relied upon by any prospective purchaser or encumbrancer of all or any portion of the real property of which the Premises are a part.

(i) **HVAC Maintenance.** Landlord shall provide the HVAC system serving the Premises in good working condition. Landlord shall limit Tenant's obligation for maintenance and repairs to Two Thousand and no/100 Dollars (\$2,000.00) per unit per calendar year. Any costs in excess of said \$2,000.00 per unit per calendar year shall be paid by Landlord within thirty (30) days of receipt of invoice from Tenant, providing Landlord's preferred HVAC contractor inspects and agrees that such costs are reasonable and required. Upon system replacement, Tenant shall be responsible, at its expense, for all maintenance and repairs to the HVAC system servicing the Premises.

25. **BROKERS.** The brokers involved in this transaction are:

Agent for Landlord Dan Grant and Molly Kuehl of Investors Realty, Inc.

Agent for Tenant None.

Landlord and Tenant acknowledge that Investors Realty, Inc. is being paid a fee by Landlord.

26. **PARKING.** The Tenant and Tenant employees and customers shall have the nonexclusive right in common with the Landlord and other tenant's of the building to park automobiles in the parking area provide by the Landlord subject to such reasonable rules and regulations as the Landlord may from time to time impose, including the designation of visitor parking.

27. **OPTION TO RENEW.** If this Lease shall be in full force and effect on the date for the expiration of the term hereof, and the Tenant on that date shall have fully performed all of his obligations hereunder, the Tenant shall have the right, at his option, to extend this lease for an additional term of Three (3) years, commencing July 1, 2027 and expiring June 30, 2030, upon the same terms and conditions contained in this Lease, except that the Base Rent during said extended term shall be Ten Dollars and No/100 (\$10.00) per square foot plus Operating Expenses. To exercise such option, the Tenant shall notify the Landlord, in writing, at any time during the original term hereof, but not later than Six (6) months prior to the expiration of such term, of the Tenant's intention to extend such term.

28. **SIGNAGE.** Tenant shall be allowed to install signage at the entrance to the Premises, but shall not be required to install signage on or above the Premises. Prior to installing any sign on the exterior of the Premises (including the suite entrance door), Tenant must submit to the Landlord for the Landlord's review and written approval (which will not be unreasonably withheld (a rendering for a licensed sign contractor which clearly indicates the size, color, type, location and manner of installation of said signage.

29. **COUNTERPARTS.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, collectively, shall be one and the same instrument. In addition, this Agreement may be transmitted digitally between the parties via facsimile/PDF email (or DocuSign-type software), and signatures so transmitted shall be deemed originals and shall be binding upon the parties.

Any additional provisions of this Lease shall be in writing and attached as an addendum hereto.

Until this Lease is executed on behalf of all parties hereto, it shall be construed as an offer to lease by Tenant to Landlord.

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written.

LANDLORD
Matcon, L.L.C., a Nebraska limited liability company

TENANT
City of Bellevue

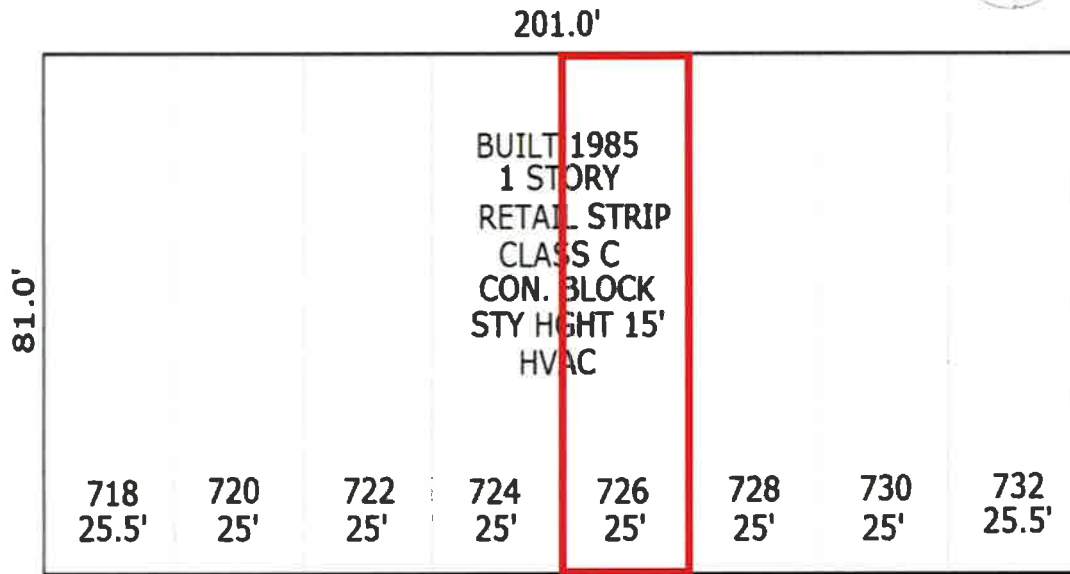
BY _____
Anne Marcotte, Manager

BY _____

DATE: _____

DATE: _____

Exhibit "A"
Premises is Outlined Below



June 25th, 2025

Administration

- Prairie Hills Farm Development meeting for NC3 project and infrastructure planning.
- Meeting with Bellevue State Senators regarding Good Life legislation.
- Weekly United Cities meeting.
- IT discussions for City and County.
- Meeting with County Administrator to discuss 36th Street project and Hidden Valley Dr.
- IAFF Contract negotiations.
- Meeting with project developers for Entertainment district.
- Meeting with project development team for web site.
- Dianna VanHorn retirement.
- Meeting with team that looks to develop Heros of Honor Plaza in AHP.
- Festival planning and set-up.
- Met with NRD to discuss regional park.
- 36th Street property negotiations.
- PW future site property negotiations.
- Interview with Finance Director for Asst. position.
- Future firearms range discussions.
- AHP park ribbon cutting ceremony.
-

Permits:

- In the process of switching permitting software, so no monthly report available at this time

Planning:

- Continued work on the Bellevue/Papillion Housing Resiliency Plan
- Conducted interviews for the Planning/Permits Technician position
- Had a pre-app on a mixed use project

Police:(See Attached)

Library: (See Attached)

Fire: (See Attached)

Finance(See Attached)

Public Works(See Attached)

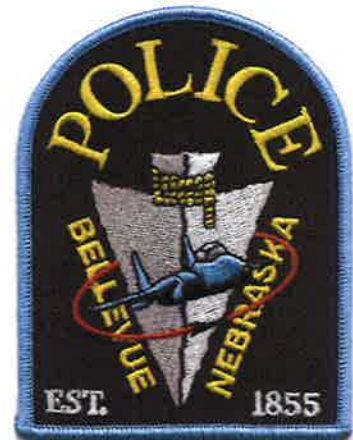
BELLEVUE POLICE DEPARTMENT **MEMORANDUM**

TO: Mr. Ristow

FROM: Ken Clary

SUBJECT: June 2025 Directors Report

DATE: June 25, 2025



- 6/03 – Board of Equalization Meeting
 - City Council Meeting
- 6/05 – 6/08 – Bellevue Rocks
- 6/09 – Sarpy County Chief’s Meeting
 - Mayor’s Youth Council
- 6/10 – OAFB Colonel visit to BPD
 - SDLEA Board Meeting
- 6/16 – 55th SF Lt. Col. Ferguson Meeting
- 6/17 – OAB Change of Command Ceremony
 - Inland Port Authority Meeting
 - City Council Meeting
- 6/26 – Board of Health Meeting
 - Civil Service Meeting



We Influence The World!

City of Bellevue Library

2206 Longo Dr., Suite 100 • Bellevue, Nebraska • 68005 • 402-293-3157

M e m o

To: Jim Ristow, City Administrator
From: Julie Dinville, Library Director
Date: 6/25/2025

- The Salvation Army is holding a special Summer Meals Program at the library June 9-July 31, as participation in the past for the discontinued Kids Cruisin' Kitchen program was high at the Bellevue Library site. Children 18 and younger can receive free meals from 11 to 11:45 a.m., Monday through Friday (except for the Juneteenth and July 4th holidays). The library has been closing the drive-through lane for an hour each day so that families can opt to enjoy their lunch on the green by the entrance to the library.
- In the first year at the new library building, the 2025 Adult Library Program (ALP) set new records for participation and registrations. Over 2,050 books were read by participants (last year was 1,240), 310 take-home kits were distributed (last year was 272), and 206 events were held (last year was 100). In addition, the number of registrations was 1,272 (last year was just over 800). Over 1,600 participants were involved in the events, 475 people attended the "swap" events, 142 people were reached in outreach events, 379 people participated in makerspace programs, and 140 people took part in ALP book clubs. Adult Services (ADSV) staff credited the new building design in part for the success of the program. ADSV are now all working in the same area, allowing for more collaboration, and have their own workspace for putting crafts, etc., together. Also, benefiting the effort were improved technology and more than one possible meeting room.
- The Bellevue Library Advisory Board held its regular monthly meeting on Wednesday, June 18. Among the items on the agenda, the Board heard a review of this year's Adult Library Program from Laura Mischke, Head of Adult Services, and her staff of Connie Barnard, Kristine Woods, and Emily Sheley. The Board also heard an update on the Book Club Kit service and discussed possible attendance at the 2025 Nebraska Library Association Conference in York from Oct. 22-24.
- The Children's and Teen 2025 Summer Library Programs (SLPs) got underway on June 1 and continue through July 31. This year's theme is "Level Up at Your Library." In addition to many activities and programs, youth are encouraged to read and listen to books as part of book challenges for each age level. The Children's SLP got off to a good start with storytimes (including Storytime in Everett Park), Maker Lab, Kids in the Kitchen, and Creative Corner. Special programs have included hosting Bruce Arant for an illustration workshop, Glo-lympics and Pokemon bingo. The Teen SLP has sponsored one babysitting course (and is planning two for July), hosted a Gamefest, a pop-up diamond painting event, a journal studio, and forever plants activity.
- The Friends of the Bellevue Public Library have donated board books to the library to encourage literacy in young children. There are three titles available with a choice between an English and a Spanish version. Any child 2 years old or younger, who receives their own library card, is eligible to get a free book. Included with each book is a bookmark describing library services available to patrons.



City of Bellevue

Fire Department

211 West 22nd • Bellevue, Nebraska 68005 • (402) 293-3153

Bellevue Fire Department Council Report

Report Date 6/22/2025

A. General Items:

- QA/QI
- Quarterly Project Austin meeting (Project Austin is a program through Children's Hospital to provide healthcare providers information specific to the special needs children that reside in our area)
- Chest pain center committee meeting with UNMC
- Upcoming EMS Committee Meeting July 7th
- Paramedic students will be beginning their final phase of field time-ride along for team leads
- Working on 2025-2026 budget items.
- MDC's in all rigs updated with latest preplan information.

B. Training:

- RIT Firefighter survival training
- Special needs patient training
- Thermal imaging camera training
- Rope rescue training
- Toxicology -Opioids overview

C. Inspections:

- Inspection 1701 Galvin Rd.
- Plan review 8802 S 36th St.
- Remodel plan review 2510 BMC Drive
- Site plan meeting Foundation Development.
- Underground tank inspection Kwik Shop 4151 Harrison
- Underground tank inspection Cornhusker Quik Stop.
- Underground tank inspection Kwik Shop 502 Mission.
- Plan review Thanksgiving Church 3702 370 PLZ.
- Plan review 209 Industrial Dr.
- Fire sprinkler plan review 1701 Galvin Rd.



City of Bellevue

Fire Department

211 West 22nd • Bellevue, Nebraska 68005 • (402) 293-3153

D. Fire Prevention/Public Education

The BFD had 10 encounters with the community via Fire Prevention in December.

- 4 New Smoke and CO detector installs
- 1 Detector battery replacement encounters for elderly citizens
- 1 Whole house detector swap outs.
- 1 Fire Dept visit with rig overview
- 2 Station Tours
- Working on "Workplace Safety Program" for talking points at public events.

E. Calls: May 25th through June 23rd

Fire – 132

Rescue – 375

F. Ambulance Billing

May 1-31, 2025

\$ 332,262.40 in claims sent to health insurance companies May 1-31, 2025 (373 insurance claims).

<\$149,518.08> approximate amount we will have to write off due to mandatory adjustments/write-offs
(45% of \$332,262.40)

=====

\$ 182,744.32 is the anticipated, approximate net revenue from these insurance billings

Deposited into Bank:

\$ 129,847.68 deposited into the bank May 1-31, 2025

10,567.15 additional revenue in Credit/Debit/HSA card payments

=====

\$ 140,414.83 TOTAL May 1-31, 2025 rescue fee revenue

\$ 320,167.36 This figure represents the total "patient responsibility" balance due for the past 30-180 days.





City of Bellevue

Fire Department

211 West 22nd • Bellevue, Nebraska 68005 • (402) 293-3153

F. Manpower Report Staffing

Staffing Report from 5/26/2025 through 6/1/2025

Monday	AM	T21	3 Person	
Monday	PM	Full		
Tuesday	AM	T21, T31, E41	3 Person	
Tuesday	PM	E1, E41	3 Person	
Wednesday	AM	Full		
Wednesday	PM	Full		
Thursday	AM	E41, T31	3 Person	
Thursday	PM	Full		
Friday	AM	T21, E41	3 Person	
Friday	PM	T21, E41	3 Person	
Saturday	AM	E41 3 Person	T21 Closed	
Saturday	PM	E41 3 Person	T21 Closed	
Sunday	AM	T21	3 Person	NO EMS
Sunday	PM	Full		NO EMS

Staffing Report from 6/2/2025 through 6/8/2025

Monday	AM	E1	3 Person	
Monday	PM	Full		
Tuesday	AM	Full		
Tuesday	PM	Full		
Wednesday	AM	E1, T21, E31, E41	3 Person	
Wednesday	PM	Full		
Thursday	AM	E41	3 Person	
Thursday	PM	Full		
Friday	AM	E1, T21, E31, E41	3 Person	
Friday	PM	T21, E31	3 Person	
Saturday	AM	E1 3 Person	E41 Closed	
Saturday	PM	E1, T21, E31, E41	3 Person	
Sunday	AM	E1, T21, E31, E41	3 Person	
Sunday	PM	E1, T21, E31, E41	3 Person	





City of Bellevue

Fire Department

211 West 22nd • Bellevue, Nebraska 68005 • (402) 293-3153

Staffing Report from 6/9/2025 through 6/15/2025

Monday	AM	E1, E31, E41	3 Person	
Monday	PM	E1, E31, E41	3 Person	
Tuesday	AM	E21, E31, E41	3 Person	
Tuesday	PM	E21, E31, E41	3 Person	
Wednesday	AM	E1, T21, E31, E41	3 Person	
Wednesday	PM	E31, E41	3 Person	
Thursday	AM	T21, E31, E41	3 Person	
Thursday	PM	E31, E41	3 Person	
Friday	AM	T21, E31, E41	3 Person	
Friday	PM	E1, T21, E31, E41	3 Person	NO EMS
Saturday	AM	E1, T21, E31, E41	3 Person	NO EMS
Saturday	PM	E1, T31 3 Person	E41 Closed	NO EMS
Sunday	AM	E1, T21, E31, E41	3 Person	
Sunday	PM	E1, T21, E31	3 Person	

Staffing Report from 6/16/2025 through 5/22/2025

Monday	AM	E31 3 Person	E1 Closed	
Monday	PM	E1, T21, E31, E41	3 Person	
Tuesday	AM	T21, T31, E41	3 Person	
Tuesday	PM	E1, T21, T31, E41	3 Person	
Wednesday	AM	T21, E1	3 Person	
Wednesday	PM	Full		
Thursday	AM	E1, T21, T31, E41	3 Person	
Thursday	PM	E41	3 Person	
Friday	AM	E1, T31, E41	3 Person	
Friday	PM	E1, T31, E41	3 Person	
Saturday	AM	E1, T21, T31, E41	3 Person	
Saturday	PM	E1, T21, T31, E41	3 Person	NO EMS
Sunday	AM	E41 3 Person	E31 Closed	
Sunday	PM	E1, T21, T31	3 Person	

Financials

The full year forecast remains the same. The preliminary financial forecast for the year-to-date ending June 2025 shows a favorable variance to budget due to lower-than budgeted expenditures (less spending on the waterpark) and higher-than budgeted revenues (grants and revenue from the state). Many of the variances are timing issues and, at this time, the city is expected to perform as budgeted for the full year.

City of Bellevue Nebraska
Six Months Ending March 31, 2025

	Actual	Budget	Budget Variance	Prior Year Actual	Total Full Year Budget
Revenues					
Property Taxes	\$ 24,963,527.00	\$ 25,860,418.00	\$ (896,891.00)	\$ 23,700,009.00	\$ 40,532,996.00
Sales Taxes	13,959,801.00	15,186,300.00	(1,226,499.00)	13,374,078.00	20,248,400.00
Charges for Services	17,146,889.00	16,995,842.00	151,047.00	16,753,707.00	22,655,209.00
Occupation/Business Taxes	2,064,888.00	1,986,400.00	78,488.00	2,124,226.00	2,777,671.00
Other - Federal, State & Local Grants &	17,862,091.00	6,115,016.00	11,747,075.00	11,452,289.00	31,263,728.00
Bond Proceeds	30,007,045.00	30,000,000.00	7,045.00	11,158,778.00	75,319,000.00
Total Revenues	106,004,241.00	96,143,976.00	9,860,265.00	78,563,087.00	192,797,004.00
Expenditures					
Personnel	34,382,393.00	36,071,436.00	1,689,043.00	31,100,614.00	50,823,036.00
Department Expenditures	20,150,722.00	22,792,768.00	2,642,046.00	18,022,008.00	30,666,981.00
Capital Expenditures	13,115,327.00	19,988,953.00	6,873,626.00	27,582,567.00	100,345,948.00
Bond Payments	3,579,863.00	2,931,623.00	(648,240.00)	2,839,449.00	13,961,039.00
Total Expenditures	71,228,305.00	81,784,780.00	10,556,475.00	79,544,638.00	195,797,004.00
Net Revenues	\$ 34,775,936.00	\$ 14,359,196.00	\$ 20,416,740.00	\$ (981,551.00)	\$ (3,000,000.00)

Debt

The city continues to manage its debt. The bonded indebtedness of the City is \$102,820,000 at 6/30/2025.

Finance Department

No further information at this time.



We Influence The World!

City of Bellevue
Public Works Administration
1510 Wall St • Bellevue, Nebraska • 68005 • 402-293-3025

Public Works Director's Report

June 24, 2025

Disclaimer: The following is a synopsis of the department reports submitted weekly to the Public Works Director. This is not an all inclusive list of work details or responsibilities submitted by each department. This list may be altered as unforeseen situations dictate.

Public Works Administration:

- Working with Consultant to develop PW Dept Strategic Plan
- 2025 Construction Projects Underway
- 2025/26 Budget and C.I.P.

Engineering:

- Various project management projects
 - 2025 Concrete Rehab Projects
 - Mission Ave Streetscape Project
 - Haworth Park and Bluff Street Lift Station Project
 - 2025 Asphalt Overlay Projects
- Planning and P&I plan review as needed
- Projecting 2026 Projects and getting Proposals for Engineering work

Parks & Recreation:

- Summer Programs Ongoing
- Playground Inspections and Mulching
- Tree Trimming and Removal as Needed

Street Maintenance:

- Repairing signs and facilities damaged in recent windstorms

- Pothole repairs
- Sign and signal repairs
- Summer maintenance operations ongoing
- Concrete and asphalt repairs

Waste Water:

- Jetting
- Lift station inspections
- Public Outreach/Education for Solid Waste and CIPP Programs
- Projects let and awarded
 - CIPP Design Process
 - Bluff Street Lift Station plan
 - Haworth Park Lift Station plan review
- Prevent maintenance on vehicles and preparing for warm weather season

Fleet:

- Typical City vehicle maintenance
- Annual Maintenance of warm weather equipment
- Assisting departments in purchasing of Capital funded vehicles

Building Maintenance:

- Misc Painting jobs
- Typical maintenance all city facilities