

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

Tuesday, December 16, 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 the rear wall of the Council Chambers
5. APPROVAL OF AGENDA, CONSENT AGENDA, CLAIMS, AND ADVISORY COMMITTEE REPORTS:
  - a. Approval of the Agenda
  - b. Approval of the Consent Agenda *(Items marked with an (\*) are approved where this item is, unless otherwise removed)*
    1. (\*) Acknowledge receipt of the November 18, 2025 Tree Board Minutes.
    2. (\*) Acknowledge receipt of the November 20, 2025 Planning Commission Minutes.
    3. (\*) Approval of the December 2, 2025 Board of Equalization Minutes.
    4. (\*) Approval of the December 2, 2025 City Council Minutes.
6. APPROVAL OF THE CLAIMS
7. SPECIAL PRESENTATIONS: NONE
8. ORGANIZATIONAL MATTERS: NONE
9. APPROVED CITIZEN COMMUNICATION: NONE
10. LIQUOR LICENSES: NONE
11. ORDINANCES FOR ADOPTION (3rd reading):
  - a. Ordinance No. 4200: Updated Compensation Ordinance (HR Director)
12. ORDINANCES FOR PUBLIC HEARING (2nd reading): NONE
13. ORDINANCES FOR INTRODUCTION (1st reading): NONE
14. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:
  - a. Approve the Event Application for the Wild Blue Running American Heroes Half Marathon on Saturday, May 23, 2026 from 6:00 a.m.- 11:00 a.m. (City Clerk)
  - b. Public Hearing to obtain citizen input on the CDBG 2024-2025 Consolidated Annual Performance Evaluation and Report (CAPER). (Finance Director/CDBG Program Specialist)  
**(No Action Required)**
15. RESOLUTIONS:
  - a. Resolution No. 2025-29: A resolution adopting the Bellevue and Papillion Housing Resilience Plan. (Planning Director) **(Public Hearing Required)**
  - b. Resolution No. 2025-30: Authorizing the submission of the Consolidated Annual Performance and Evaluation Report for the 2024-2025 Community Development Block Grant Program Year. (Finance Director/CDBG Program Specialist)
16. CURRENT BUSINESS:
  - a. Approve and authorize the Mayor to sign the HUD Form 7015.15. Request for Release of Funds and Certifications and submit to HUD. (Finance Director/CDBG Program Specialist)
  - b. Approve and authorize the Mayor to sign Proposal #1 from Christensen Excavation Co. for the demolition of the structures, water & sewer disconnects, inspection & removal of all asbestos, remove all debris and to leave lot graded, seeded and in safe condition for 11320 South 47th Street, in an amount not to exceed \$16,600.00. (Chief Building Inspector)
  - c. Approve and authorize the Mayor to sign Proposal #1 from Christensen Excavation Co. for the demolition of the structures, water & sewer disconnects, inspection & removal of all asbestos, remove all debris and to leave lot graded, seeded and in safe condition for 1416

Fairfax Road, in an amount not to exceed \$13,400.00.(Chief Building Inspector)

d. Approve and authorize the Mayor to sign the Agreement with Felsburg Holt & Ullevig for Fort Crook and Child Road traffic signal improvements, in an amount not to exceed \$100,925.00. (Public Works Director)

e. Approve and authorize the Mayor to sign the Agreement with Benesch for engineering services on the Bellevue Blvd. North Design Project, in an amount not to exceed \$66,791.00. (Public Works Director)

f. Approve and authorize the Mayor to sign the NE Department of Transportation (NDOT) Maintenance Agreement No. QE2226 S4 and Certificate of Compliance for calendar year 2025, in a reimbursement amount of \$20,983.60. (Public Works Director)

g. Approve and authorize the Mayor to execute the Notice of Award and Agreement with Valley Corporation for the Ft. Crook & Carey St. Box Culvert Reconstruction Project, in the amount of \$132,555.02, to be executed upon the receipt of the insurance and bonds by Public Works. (Public Works Director)

h. Approve and authorize the Mayor to sign Change Order No. 1 to the Dean Snyder Construction Contract on the Bellevue Fire Department Outbuilding & Parking Lot Project, in an amount not to exceed \$10,961.24. (Public Works Director)

i. Approve and authorize the Heimes Corp. proposal to complete repairs at three (3) identified locations on Fort Crook Road North in the amount not to exceed \$219,253.00. (Public Works Director)

j. Approve remounting Med-15 on a new 2026 chassis though North Central Emergency Vehicles, to receive after October 2026, in an amount not to exceed \$252,720.00. (Fire Chief)

k. Approve and authorize the Mayor to sign the Amended and Restated Agreement between the City of Bellevue and ARCO/Murray National Holdings, Inc., as Constructor Plus Fee with Guaranteed Maximum Price and Sign the General Conditions of contract for construction, in amount not exceed \$79,977,029.00. (Economic and Community Development Director)

17. ADMINISTRATION REPORTS: Comments must be limited to items on the current Reports **(December report will be attached to the February 3rd Council Meeting, along with the January report)**

18. CLOSED SESSION:

a. +++Discuss Personnel Matters

19. ADJOURNMENT



City of Bellevue  
Tree Board Minutes  
November 18, 2025

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

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

**Approve Minutes of October 14, 2025, meeting** – Kay made a motion to approve the minutes of the Oct. 14, 2025, meeting, Kathy seconded the motion. All present approved. Deborah will send them to the City of Bellevue to be filed.

**Parks Report** – Tom read the report that Jim Shada emailed to us for the meeting. It included the following items: This past month Parks Staff trimmed tree limbs at various parks as well as removed fallen branches. Mowed and mulched up leaves at various parks throughout the city. They also installed Park benches at the newly renovated Disc Golf Course at Aspen Park. Trash cans will be installed as well. 900 8” - 10” bass & 2,000 10” -12” trout were stocked in the American Heroes Park. (No cost to the City of Bellevue). Don said he had invited Jim to come to our meeting. Kathy asked if the Ash tree removal reports and maps she gave to the city were helpful. Don announced that Jim appreciated and approved of what was sent to him. Jim told Don he would go over the trees with an arborist to verify our findings. Kay would like to know how accurate our reports were. Don

stated he would trust our judgement over an unknown arborist who wishes to have the contract for cutting the trees down. Scott pointed out that the affected trees should also show suckering shoots around the base as well as more woodpecker activity than normal. This is in addition to the escape holes of the beetle.

Kathy asked if the Board should have specific questions lined up before the meeting for Jim to answer. Kay wondered if a Board member could go with Jim and the arborist when they inspect the ash tree that we recommended to be cut down.

Don announced he, Tom, Nancy, and Kay finished the mulching at Banner Park and at Stonecroft Park. Don said he needs to enter the trees that were planted at Banner Park into our Tree Plotter site. Kathy volunteered to enter them if Don could give her the necessary information.

**City website update** – Don said the new City website is still being worked on. He sent in the requested information, and he also sent in Scott's Bellevue 411 articles. Scott suggested that we use Google Site to build a website page to show the city what we would like on our page. Kathy will investigate that.

## **Old Business**

**Bellevue 411** – Scott reminded all that he is always grateful for topic suggestions and encouraged us to send them to him. All members present thanked Scott for writing them.

**Winter Projects Status** - Kathy has questions about the event displays she is working on. A discussion followed with several possibilities for display and for interactive items to have for our event tables. Kathy will email photos of some of the a-frames available on Amazon to the Board. Several questions need to be thought of and answered at the next meeting such as, what do we want to say? To teach? What resources do we want to have available? Do we use QR codes? How do we best draw people to our table, etc.?

**EAB Plan update** – Don reminded the Board that we have an EAB Plan in place but that it needs to be updated with action steps. Scott agreed as some local arborists are saying that the EAB has moved out of our area. Scott and the state of Nebraska Forestry Service believe the beetles are still in the area. He feels the lingering ash trees in the area should be left as possible seed sources for a resistant variety. Ash trees are brittle even when alive so if there is liability with leaving a tree standing then caution and common sense should be used and the tree removed. If left, it becomes dangerous for an arborist to climb it to remove it and then the more expensive bucket trucks must be used. Don will work on some action steps for us to add and bring them to the December meeting for discussion.

**Plan spring inventory** – This was decided to table until our December meeting.

**Plan Arbor Day and Earth Day Events** – Don requested that a Board member take the list of Bellevue area schools and call the ones which have not had trees planted there by the Board to see which are interested in participating in an Arbor Day Event. He has a list of schools. Kay graciously said that she would start calling schools for him. Since Kathy is working on our displays for Earth Day Events, etc. she volunteered to coordinate them.

Kay suggested we consider having an informational table at the public Library's plant or seed exchanges. All agreed it was a good idea.

### **New Business**

**Annual report update – additions, etc.** – Don reported the City Staff will do the annual report, but we need to give them the data to plug into the report. Deborah reminded all to send her their volunteer hours and miles so she can add them up for the report.

**Tree City application status** – This application will need to go to the Arbor Day Foundation. The city staff will fill out the initial application, but we need to fill out the portion for the Growth Points. Don will chair and work on a rough draft for the Board.

The Principal of Leonard Lawrence school contacted Don to have two trees planted soon, possibly this week. Don will contact the Board with details as they become available.

Kathy made a motion that we adjourn the meeting. Kay seconded the motion and all approved.

**Brainstorming for Growth Awards Point** – Don brought printed Growth Point ideas. For instance, Jo Langabee was recognized by NFS and Nancy was recognized by Green Bellevue. It was decided, after going over several of the Growth Points, that we should be able to easily qualify for Growth Points Award again this year.

Our next meeting will be on December 9, 2025, at 9am in the usual conference/training room.

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

Tentative agenda for December 9, 2025

Attendance  
Volunteer Hours  
Minutes of last month  
Park report – Jim  
Old Business  
Bellevue 411 – are they needed?  
Winter projects reports  
BWHS treeline  
Annual report – additions/deletions  
Tree City USA Application status  
Spring tree inventory  
Arbor Day  
Earth Day  
New Business  
Mulching protocols/practices  
Dedication Ceremony for Sarpy County Memorial Forest at Banner

# MINUTE RECORD

Bellevue Planning Commission Meeting, November 20, 2025, Page 1

The Bellevue Planning Commission held a regular meeting on Thursday, November 20, 2025, at 6:00 p.m. in the Bellevue City Council Chambers. Upon roll call, present were Commissioners Taylor-Jones, Hankins, Ackley, Bennett, and Perrin. Absent were Commissioners Yoder, Aerni, Sims, and Lasenburg. Also present was Tammi Palm, Planning Director and Angela Curry, Assistant Planning Manager.

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

Hankins announced a copy of the Open Meetings Act was posted on the rear wall on the outside of the City Council Chambers.

Motion was made by Ackley, seconded by Taylor-Jones, to approve the minutes of the September 25, 2025, regular meeting as presented. Upon roll call, all present voted yes.

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

Motion was made by Taylor-Jones, seconded by Bennett, to accept into the record all staff reports, attachments, memos, and handouts regarding each application and including those received after the agenda was presented. Upon roll call, all present voted yes. Motion carried unanimously.

Hankins explained the public hearing procedures.

PUBLIC HEARING was held on a request to approve the Bellevue & Papillion Housing Resilience Plan. Applicant: City of Bellevue. Case #: 189.

Hankins asked staff for updates. Palm stated there were no updates.

Amy Haase, 1302 Howard St, Omaha, NE, appeared on behalf of the applicant. Haase, of RDG Planning & Design, presented an overview of the Housing Resilience Study completed for the cities of Bellevue and Papillion. She stated the Housing Resilience Plan is an opportunity to strengthen housing to better withstand floods, storms, and other weather-related disasters. Haase explained the plan enables cities to be better prepared for the types of storms experienced in recent years. It provides a framework to identify vulnerable areas, prioritize improvements, and offer guidelines for more resilient construction. The plan also promotes flood-proofing strategies, sustainable building materials, energy-efficient designs, and overall housing resilience. She explained the primary goals of the plan are to reduce the impact of future disasters on the community's housing stock, particularly its most vulnerable and affordable units, expand access to funding for disaster-prone areas, and prioritize equitable recovery, especially for low-income and senior households. She added the plan is intended to help the cities take a proactive approach to addressing risk areas, reduce the impact of storms on housing infrastructure, incorporate resilience strategies into existing planning documents, foster collaboration among partners, and identify future funding opportunities.

Haase described the project timeline, noting that work began in late April. She stated the project's website received great community feedback. The team analyzed all community input and technical data and used it to build the policy map, the loss reduction plan, the education plan, and the funding components of the study. She stated engagement activities included a community survey, which received a great response from Bellevue, an interactive map where residents identified areas of concern, and several in-person outreach events, including time spent at local farmers markets. Haase said the interactive map was especially helpful for identifying locations of concern like those experiencing flash flooding in areas located outside mapped floodplains. Those reports helped to guide additional analysis of stormwater infrastructure in those areas. She summarized key themes from public engagement, including the need for education; limited awareness among some residents of certain risks and available mitigation options; interest in strengthening housing maintenance programs and improving funding sources; and significant concern about rising insurance costs. She noted the project team heard accounts from older homeowners, who have paid off their homes and are on fixed incomes, considering dropping their insurance due to increasing rates they could not afford. Haase explained the long-term impact this has on our housing stock, and its likelihood of affecting affordable units in our community, and the increased strength and frequency of disasters. She stated that historical data showed only about five official disaster declarations between 1960 and 1990, but since 1990, that number has doubled. These events are occurring more frequently than in the past, making it increasingly important to ensure housing is prepared. Haase explained that the project team spent a lot of time finding potentially vulnerable areas, mapping higher-risk flood areas, and reviewing data

# MINUTE RECORD

Bellevue Planning Commission Meeting, November 20, 2025, Page 2

provided by residents on the interactive map. Residents identified locations where they had observed flash flooding or pooling during storms, which allowed for additional stormwater data collection and the identification of potential strategies.

Haase reported data analysis supported the development of a Housing Resilience Policy Map, which is intended to function as a policy overlay rather than a replacement for the existing land-use map in the cities' comprehensive plans. She clarified the map is meant to guide broad policy considerations that can work in coordination with the comprehensive plans. She explained the map identifies five policy areas. The first area is no-build areas, which are generally within the floodway and highest-risk flood zones, where building is largely restricted. The second area is elevated-risk areas, including zones with steeper slopes, 500-year floodplain areas, and lower-lying regions prone to water pooling, where development should take these hazards into consideration. Haase explained one topic frequently raised by residents during the public engagement process was concern about trees and the damage they caused to homes and power lines during storm events. This led the team to take a closer look at the tree canopy, particularly in residential areas. Bellevue has a historic tree canopy. These trees are beautiful, but there are concerns about the age and viability of some of the older ones. As a result, the third policy area includes residential areas with older tree canopy, which presents both storm-related risks and benefits such as heat mitigation. The fourth policy map area includes heat-island zones within residential neighborhoods, where additional tree canopy may help reduce heat exposure and lower utility costs. The fifth policy map area includes new development areas, where policies and programs can ensure that newly built homes are constructed to be as resilient as possible. The identification of these policy areas then led to the development of the Housing Loss Reduction Plan. Haase explained the plan builds on the policy map and outlines overall goals for creating more resilient housing. These goals include ensuring safe, resilient, and affordable housing; reducing the community's vulnerability to disasters; supporting informed decision-making for both housing and land use; building awareness and collaboration around housing resilience; and strengthening local capacity for funding.

Within the Housing Loss Reduction Plan, the team identified five major categories for action. The first category focuses on land use and building practices, including building code considerations. The second addresses accommodations, emphasizing strategies to improve the resilience of existing housing stock while maintaining affordability. The third category targets socially vulnerable neighborhoods, ensuring continued investment in housing and including strategies for safe evacuation during emergencies. The fourth category concerns stormwater management, incorporating policies and improvements to reduce flooding and related impacts. The plan also includes a community engagement and education component. Under this component, the team identified 41 potential partner organizations, 11 community event opportunities for resident education on how to improve the resilience of their homes, and 13 example activities that could be applied. Haas noted that while not all recommendations or activities would be initiated by the cities, many could be implemented in partnership with other regional organizations. Finally, the plan outlines a Mitigation and Recovery Funding component. Haase explained that this section identifies potential funding agencies and partners and is intended to serve as a resource both for proactive resilience initiatives and for recovery after storm events.

Ackley inquired whether this type of plan is being adopted on a national level and whether other jurisdictions are adopting changes to their zoning ordinances or building codes based on similar studies, or if this work represents the early stages of a process whose outcomes are not yet clear. Haase responded that, outside of the Gulf Coast, this is likely the first study of its kind. She stated in Gulf Coast communities, similar efforts have led to zoning changes and the development of new programs and initiatives, many of which focus on flood reduction and storm surge impacts. She noted that this study took a different direction, as appropriate for a Midwestern community. She added that many communities nationwide are trying to balance improvements in building code standards with housing affordability, and that jurisdictions are selectively adopting measures that best fit their local context, resulting in a wide range of approaches in what they are choosing.

Ackley then asked Palm whether she anticipated adopting any of the study's recommendations as the city reviews its zoning ordinance over the next one to two years, noting that the intent is not to impose restrictions such as preventing residents from planting trees within ten feet of their homes. Palm responded that she does expect to incorporate elements of the study. She stated the city has funding in the 2026 budget to update the zoning ordinance and the timing of the study aligns well with the comprehensive plan. She explained the study complements the comprehensive plan and places the city in a good position moving forward as it undertakes updates to the zoning ordinance and refinement of subdivision regulations, and that several items can be carried forward into those endeavors. Haase added that tree-planting recommendations are a good example of how the educational component of the plan can be applied. She stated education can help residents understand the right type of tree to

# MINUTE RECORD

Bellevue Planning Commission Meeting, November 20, 2025, Page 3

plant, where to plant them, and the importance of planting them.

MOTION was made by Taylor-Jones, seconded by Ackley, to recommend APPROVAL of a request to approve the Bellevue & Papillion Housing Resilience Plan. Applicant: City of Bellevue. Case #: 189.

Upon roll call, all present voted yes. MOTION carried unanimously.

**This item will proceed to CITY COUNCIL for PUBLIC HEARING on December 16, 2025.**

There was discussion regarding the election of officers.

MOTION was made by Ackley, seconded by Bennett, to NOMINATE Scott Hankins to serve as Planning Commission Chair. Hankins was approved by acclamation.

MOTION was made by Taylor-Jones, seconded by Ackley, to NOMINATE Michael Perrin to serve as Vice Chair. Perrin was approved by acclamation.

The Commission discussed the proposed 2026 Uniform Review Schedule.

MOTION was made by Ackley, seconded by Bennett, to approve the 2026 Uniform Review Schedule as presented. Upon roll call, all present voted yes. MOTION carried unanimously.

Meeting adjourned at 6:25 p.m.

*Jenna Lance*

Jenna Lance  
Planning/Permits Technician

# BOARD OF EQUALIZATION MINUTE RECORD

\*5b3.  
12/16/2025

Board of Equalization Meeting, December 2, 2025

A meeting of the Mayor and Council of the City of Bellevue, sitting as the Board of Equalization, was called to order by Mayor Rusty Hike at the Bellevue City Hall at 5:00 p.m. on the 2<sup>nd</sup> day of December 2025. Present were Council Members Kathy Welch, Don Preister, Rich Casey, Julie Collins, and Jerry McCaw; Absent: Thomas Burns.

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

## Open Meetings Act

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

## Approval of the Agenda

**Motion** was made by Welch, seconded by Collins, to approve the agenda.

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

## Public hearing to consider the levy of liens for non-payment of costs associated with mowing, trimming, removal of debris, branches & rubbish, demolition and/or general clean-ups on the identified properties within the City of Bellevue and its extra territorial jurisdiction (ETJ).

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

The City Clerk informed the City Council that two (2) property owners on the lien list have paid in full, therefore when approving BOE Resolution No. 2025-1202-01 an amendment will need to be made removing Thomas Dunkle, 2525 Jackson Street, and New Year Properties LLC, 2703 Madison Street from the listing on the resolution.

With no one coming forward to speak, Mayor Hike declared the public hearing closed.

## Resolution BOE No. 2025-1202-01: Levying of liens for non-payment of costs associated with mowing, trimming, removal of debris, branches & rubbish, demolition and/or general clean-up on the identified properties within the City of Bellevue and its extra territorial jurisdiction (ETJ).

Mayor Hike asked for a motion on Resolution BOE No. 2025-1202-01: Levying of liens for non-payment of costs associated with mowing, trimming, removal of debris, branches & rubbish, demolition and/or general clean-up on the identified properties within the City of Bellevue and its extra territorial jurisdiction (ETJ).

**Motion** was made by Casey, seconded by Preister, to approve BOE Resolution No. 2025-1202-01: Levying of liens for non-payment of costs associated with mowing, trimming, removal of debris, branches & rubbish, demolition and/or general clean-up, on the identified properties within the City of Bellevue and its extra territorial jurisdiction (ETJ) with the amendment of removing Thomas Dunkleman, 2525 Jackson Street and New Year Properties LLC, 2703 Madison Street, which have both been paid in full.

Roll call vote to approve BOE Resolution No. 2025-1202-01 with the amendment was as follows: Welch, Preister, Casey, Collins and McCaw voted yes; voting no: none; Absent: Burns. Motion carried.

## Adjournment

There being no further business to come before the Board, on motion made by Welch, seconded by Collins at 5:06 p.m., the meeting adjourned. Roll call vote was as follows: Welch, Preister, Casey, Collins and McCaw voted yes; voting no: none; Absent: Burns. Motion carried.

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Susan Kluthe, City Clerk

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Rusty Hike, Mayor

I, the undersigned, City Clerk of the City of Bellevue, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the Mayor and Council on December 2, 2025;

# BOARD OF EQUALIZATION MINUTE RECORD

Board of Equalization Meeting, December 2, 2025

that all the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and readily available for public inspection at the office of the City Clerk; that such subjects were contained in said agendas for at least twenty-four hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

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Susan Kluthe, City Clerk

A complete text of the minutes for BOE Mtg is on file & available for public inspection during regular business hours in the office of the City Clerk & is also available on the Internet at [www.bellevue.net](http://www.bellevue.net). Minutes are subject to change upon City Council approval of the meeting minutes.

# MINUTE RECORD

\*5b4.  
12/16/2025

Bellevue City Council Meeting, December 2, 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 December 2, 2025 at 6:00 p.m. Present were Council Members Kathy Welch, Don Preister, Rich Casey, Thomas Burns, Julie Collins, and Jerry McCaw.

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

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

## PLEDGE OF ALLEGIANCE AND INVOCATION

Mayor Hike led in the Pledge of Allegiance. Pastor Chris Hemmelman, First City Church, 1908 Lloyd 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: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; absent: none. Motion carried.

## APPROVAL OF THE CONSENT AGENDA:

**Motion** was made by Preister, seconded by Burns to approve the consent agenda consisting of the following item: Acknowledge receipt of the October 14, 2025 Tree Board Minutes; Approval of the November 18, 2025 City Council Minutes; Approve the cancellation of the January 6, 2026 City Council meeting and authorize staff to pay bills that cannot be held over until the January 20, 2026 City Council Meeting and Appoint Robert Joseph Riggs, Class A, License S-1359, as the employed Street Superintendent for the purpose of the 2026 calendar year Highway Incentive Program, from January 1, 2026 through December 31, 2026. Roll call vote to approve the consent agenda was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

## APPROVAL OF CLAIMS:

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

## SPECIAL PRESENTATIONS:

### Grow Sarpy 3rd Quarter Update - Lisa Scheve, Executive Director Grow Sarpy.

Ms. Lisa Scheve, Executive Director Grow Sarpy, provided the Grow Sarpy 3<sup>rd</sup> Quarter Update. Discussion followed.

### Badge presentation/pinning and Oath of Office for Fire Fighter Candidates Anthony Bishop and Colin Campbell. (Chief Guido)

Fire Fighter Candidates Bishop and Campbell were sworn in by Mayor Hike. Candidates were presented their badges which was followed by the pinning.

## ORGANIZATIONAL MATTERS:

Election of the City Council President for 2026. (Motion is needed to vote by secret ballot)

Mayor Hike asked for a motion.

**Motion** was made by Casey, seconded by Collins, to nominate Councilman Jerry McCaw as the 2026 Council President. Mayor Hike asked if there were any other nominations, with there being none he called for the vote. Roll call vote to approve the motion was as follows: Welch, Preister, Casey, Burns, Collins, and McCaw voted yes; voting no: none; abstain: none; absent: none. Motion carried.

## APPROVED CITIZEN COMMUNICATION: NONE

## LIQUOR LICENSES: NONE

# MINUTE RECORD

Bellevue City Council Meeting, December 2, 2025, Page 2

**ORDINANCES FOR ADOPTION: (Third Reading): NONE**

**ORDINANCES FOR PUBLIC HEARING: (Second Reading): NONE**

**Ordinance No. 4200: Updated Compensation Ordinance (HR Director)**

Ordinance No. 4200: An Ordinance of the City of Bellevue, Nebraska, classifying the employees of the city; providing a pay range scale; providing for publication in pamphlet form; repealing Ordinance No. 4193; and providing for an effective date was read for the second time and a public hearing was held.

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

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

Mayor Hike declared the public hearing closed.

Mayor Hike stated the third reading will be heard at the Council meeting on December 16, 2025.

**ORDINANCES FOR INTRODUCTION (1st reading): NONE**

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

**RESOLUTIONS: None**

**CURRENT BUSINESS:**

**Approve and authorize the Mayor to the Redevelopment Agreement and Redevelopment Promissory Note, allowing up to \$1,500,000.00 plus accrued interest, to offset TIF eligible expenses, for GLC Wilshire Housing, Inc. Redevelopment Project located at 1724 Wilshire Drive, Tax Lot 6 Tiller's 4th Addition to the City of Bellevue, Sarpy County, Nebraska. (City Clerk)**

**Motion** made by Collins was seconded by McCaw, to approve and authorize the Mayor to sign the Redevelopment Agreement and Redevelopment Promissory Note, allowing up to \$1,500,000.00 plus accrued interest, to offset TIF eligible expenses, for GLC Wilshire Housing, Inc. Redevelopment Project located at 1724 Wilshire Drive, Tax Lot 6 Tiller's 4th Addition to the City of Bellevue, Sarpy County, Nebraska.

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

**Recommend approval of a purchase request to buy one (1) 2026 Ford Explorer Police Cruiser from Anderson Ford, in the amount of the state contract bid not to exceed \$44,113.00. (Police Chief)**

**Motion** made by Collins, seconded by Welch, to recommend approval of a purchase request to buy one (1) 2026 Ford Explorer Police Cruiser from Anderson Ford, in the amount of the state contract bid not to exceed \$44,113.00.

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

**Approve and authorize the Mayor to sign the Professional Services Agreement with JEO Consulting Group Inc. for engineering services, in an amount not to exceed \$54,010.00. (Public Works Director)**

**Motion** made by Casey, seconded by Collins, to approve and authorize the Mayor to sign the Professional Services Agreement with JEO Consulting Group Inc. for engineering services, in an amount not to exceed \$54,010.00.

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

**Approve and authorize the Mayor to sign the Temporary Easement Contract with Midwest ROW for Whitted Creek 25th Street Project from Lynnwood to Blackhawk for Tract 17, in an amount not to exceed \$910.00. (Public Works Director)**

**Motion** made by Welch, seconded by Collins, to approve and authorize the Mayor to sign the Temporary Easement Contract with Midwest ROW for Whitted Creek 25th Street Project from Lynnwood to Blackhawk for Tract 17, in an amount not to exceed \$910.00.

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

# MINUTE RECORD

Bellevue City Council Meeting, December 2, 2025, Page 3

**+++ Approve and authorize the Mayor to sign the Agreement with Stanley J. How Architects, to develop architectural plans & engineering coordination for the Police Training Facility, in an amount not to exceed \$131,500.00. (Police Chief)**

**Motion** made by Collins, seconded by Welch, to approve and authorize the Mayor to sign the Agreement with Stanley J. How Architects, to develop architectural plans & engineering coordination for the Police Training Facility, in an amount not to exceed \$131,500.00.

Councilman Preister asked for information on timeline, what is being looked at and where current training is taking place. Chief Clary stated they currently train at a range on Harlan Lewis which under a lease which could go away at any time. He stated he is hoping that next year they will build a new facility which would be an indoor training facility to go along with outdoor range. Discussion ensued.

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

**+++ Approve to order and purchase a 2026 Ford Expedition, in an amount not to exceed \$54,692.00. (Fire Chief)**

**Motion** made by Welch, seconded by Collins, to approve to order and purchase a 2026 Ford Expedition, in an amount not to exceed \$54,692.00.

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

**+++ Approve and authorize the Mayor to sign the Sublicense Agreement with Project Play Holdings, for the use of Mattel brands at the Bellevue Bay Waterpark for a ten (10) year period, in an amount not to exceed \$250,000.00. (Administration) (Request to go into Closed Session)**

Mayor Hike stated there is a request to go into Closed Session.

**Motion** made by Casey, seconded by Welch, to moved that City Council go into Closed Session at this time for the protection of the public interest. The subject matter to be discussed in closed session included real estate and negotiations with respect to the Sub-License Agreement with Project Play Holdings LLC. The following individuals will be included in the portion of the closed session: Mayor Rusty Hike, Jim Ristow, Rich Casey, Thomas Burns, Julie Collins, Jerry McCaw, Don Preister, Kathy Welch, Aimee Bataillon, Tahnee King, Jason Tordoff, and Harrison Johnson.

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

Mayor Hike stated it is now 6:32 p.m. and we will be going into closed session, which will take place here in Council Chambers. Matters to be discussed in closed session shall be limited to real estate and negotiations with respect to the Sub-License Agreement with Project Play Holdings LLC, for the protection of public interest.

Mayor stated it was now 8:00 p.m. and a motion has been made by Casey, seconded by Collins to come out of Closed Session and reconvene back into Open Session.

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

**Motion** made by Casey, seconded by McCaw, to approve and authorize the Mayor to sign the Sub-License Agreement with Project Play Holdings, for the use of Mattel brands at the Bellevue Bay Waterpark for a ten (10) year period, in an amount not to exceed \$250,000.00.

Councilman Preister asked if Mr. Harrison Johnson, Community & Economic Development Director, if he could provide some details for the taxpayers and how it will benefit them. Mr. Johnson explained how the revenues will come back to the city. Discussion followed.

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

## **ADMINISTRATION REPORTS:**

Comments must be limited to items on the current Reports ([November report is attached to packet](#))

## **CLOSED SESSION:**

Motions were made under previous item.

## **ADJOURNMENT**

There being no further business to come before the Council at this time, on motion by Casey, seconded by Collins, the meeting was adjourned at 8:09 p.m.

# MINUTE RECORD

Bellevue City Council Meeting, December 2, 2025, Page 4

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

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Susan Kluthe, City Clerk

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Rusty Hike, Mayor

I, the undersigned, City Clerk of the City of Bellevue, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the City Council on December 2, 2025; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and readily available for public inspection at the office of the City Clerk; that such subjects were contained in said agendas for at least twenty-four hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

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Susan Kluthe, City Clerk

# MINUTE RECORD

6.  
12/16/2025

## CLAIMS FOR 2025/12/16 COUNCIL MEETING

PAGE 1

### MAYOR

AT&T MOBILITY	2025/10/22-11/21 MONTHLY SERVICE	42.66
		<u>\$ 42.66</u>

### CITY ADMINISTRATOR

AT&T MOBILITY	2025/10/22-11/21 MONTHLY SERVICE	85.32
CAPITAL BUSINESS SYSTEMS, INC	2025/10/20-11/19 COPIER EXPENSE	114.92
CENTURY LINK	2025/11/22-12/21 MONTHLY SERVICE	31.62
EMPLOYEE BENEFITS SYSTEM	2025/11/30M HEALTH INSURANCE	3,938.16
UNITED OF OMAHA LIFE INSURANCE CO	2025/10/31M DENTAL	85.26
US BANK VOYAGER FLEET SYSTEMS	2025/10/31M FUEL PURCHASES	123.56
		<u>\$ 4,378.84</u>

### CITY COUNCIL

UNITED OF OMAHA LIFE INSURANCE CO	2025/10/31M DENTAL	28.42
		<u>\$ 28.42</u>

### LEGAL SERVICES

AT&T MOBILITY	2025/10/22-11/21 MONTHLY SERVICE	127.98
EMPLOYEE BENEFITS SYSTEM	2025/11/30M HEALTH INSURANCE	4,417.67
UNITED OF OMAHA LIFE INSURANCE CO	2025/10/31M DENTAL	85.26
		<u>\$ 4,630.91</u>

### CABLE ADVISORY

AT&T MOBILITY	2025/10/22-11/21 MONTHLY SERVICE	42.66
COX BUSINESS SERVICES	2025/11/19-12/18 MONTHLY SERVICE	9.04
EMPLOYEE BENEFITS SYSTEM	2025/11/30M HEALTH INSURANCE	4,425.20
UNITED OF OMAHA LIFE INSURANCE CO	2025/10/31M DENTAL	56.84
		<u>\$ 4,533.74</u>

### CITY CLERK

CENTURY LINK	2025/11/22-12/21 MONTHLY SERVICE	15.81
EMPLOYEE BENEFITS SYSTEM	2025/11/30M HEALTH INSURANCE	2,399.19
UNITED OF OMAHA LIFE INSURANCE CO	2025/10/31M DENTAL	56.84
		<u>\$ 2,471.84</u>

### FINANCE/RISK MANAGEMENT

AT&T MOBILITY	2025/10/22-11/21 MONTHLY SERVICE	196.62
CAPITAL BUSINESS SYSTEMS, INC	2025/10/20-11/19 COPIER EXPENSE	222.06
CAPITAL BUSINESS SYSTEMS, INC	2025/10/21-11/20 PRINTER EXPENSE	10.12
CENTURY LINK	2025/11/22-12/21 MONTHLY SERVICE	15.81
EMPLOYEE BENEFITS SYSTEM	2025/11/30M HEALTH INSURANCE	9,405.05
HANEY SHOE STORE	SAFETY SHOES-M CONTRERAS, R CHANDLER	302.98
INFOSAFE SHREDDING	ON-SITE SHREDDING SERVICE-FIN	30.00
UNITED OF OMAHA LIFE INSURANCE CO	2025/10/31M DENTAL	360.38
		<u>\$ 10,543.02</u>

### LIBRARY

CAPITAL BUSINESS SYSTEMS, INC	2025/10/31-11/29 COPIER EXPENSE	118.83
CAPITAL BUSINESS SYSTEMS, INC	2025/09/02-12/01 COPIER EXPENSE	281.39
CENGAGE LEARNING, INC	BOOKS	143.95
CENTER POINT LARGE PRINT	LARGE PRINT BOOKS	50.34
CENTURY LINK	2025/11/11-12/10 MONTHLY SERVICE	148.70
EMPLOYEE BENEFITS SYSTEM	2025/11/30M HEALTH INSURANCE	9,586.52
INGRAM LIBRARY SERVICES LLC	BOOKS	3,299.23
MATRIX BUSINESS SYSTEMS INC	2025/10/31-11/30 COPIER EXPENSE	12.35
SCOTT WELCH	2025/12/31M WEB HOSTING & SUPPORT	125.00
SPRINGSHARE LLC	2026/01/01-12/31 LIBCAL LENDING SOFTWARE	1,802.00
UNITED OF OMAHA LIFE INSURANCE CO	2025/10/31M DENTAL	227.36
		<u>\$ 15,795.67</u>

### ADMINISTRATIVE SERVICES/PERSONNEL

AT&T MOBILITY	2025/10/22-11/21 MONTHLY SERVICE	127.98
CENTURY LINK	2025/11/22-12/21 MONTHLY SERVICE	15.81
EMPLOYEE BENEFITS SYSTEM	2025/11/30M HEALTH INSURANCE	10,374.31
INFOSAFE SHREDDING	ON-SITE SHREDDING SERVICE-FIN, ADMIN SVC	30.00
INTEGRATED CARE, LLC	2025/11/30M DRUG & PHYSICAL TESTING	520.00
MATRIX BUSINESS SYSTEMS INC	SERVICE PRINTER/COPIER	105.00
OMAHA PUBLIC POWER DISTRICT	2025/10/21-11/06 MONTHLY SERVICE	281.52
PHIL DAVIDSON	REIMB FOR CHRISTMAS PRIZES HE PURCHASED FROM DONATIONS	343.09
SIMPLIVERIFIED, LLC	BACKGROUND CHECKS - NOV 2025	88.00
UNITED OF OMAHA LIFE INSURANCE CO	2025/10/31M DENTAL	198.94
US BANK VOYAGER FLEET SYSTEMS	2025/10/31M FUEL PURCHASES	2,107.05
		<u>\$ 14,191.70</u>

# MINUTE RECORD

## CLAIMS FOR 2025/12/16 COUNCIL MEETING

PAGE 2

### CODE ENFORCEMENT

AT&T MOBILITY	2025/10/22-11/21 MONTHLY SERVICE	213.30
CAPITAL BUSINESS SYSTEMS, INC	2025/10/10-11/09 COPIER EXPENSE	190.65
CENTURY LINK	2025/11/22-12/21 MONTHLY SERVICE	15.81
CROW LAWN CARE LLC	2025/10/09-11/06 CODE CLEAN UP & MOWING	5,350.00
EMPLOYEE BENEFITS SYSTEM	2025/11/30M HEALTH INSURANCE	9,228.70
TIM ROSE TREE SERVICE	REMOVE FALLEN TREE-1510 JEFFERSON ST	389.00
TRAVELERS	2025/11/30M PAID LOSS RECOVERY	49.00
UNITED OF OMAHA LIFE INSURANCE CO	2025/10/31M DENTAL	198.94
US BANK VOYAGER FLEET SYSTEMS	2025/10/31M FUEL PURCHASES	730.32
		<u>\$ 16,365.72</u>

### PUBLIC WORKS

ALFRED BENESCH & COMPANY	BPW 250118 MS4 PERMITTING SERVICES 2025/10/20-11/16	1,038.35
AT&T MOBILITY	2025/10/22-11/21 MONTHLY SERVICE	456.16
CENTURY LINK	2025/11/22-12/21 MONTHLY SERVICE	31.62
CONCRETE SUPPLY, INC	CONCRETE FOR DRAINAGE DITCH AT HAWORTH PARK	7,540.00
EMPLOYEE BENEFITS SYSTEM	2025/11/30M HEALTH INSURANCE	5,658.60
HDR ENGINEERING, INC	BPW-240603 SARPY CNTY WASTEWATER EVAL FOR 2025/11/02-11/29	7,832.50
JEO CONSULTING GROUP, INC	BPW 250803 QUAIL CREEK DAM 2025/09/19-10/24	6,343.75
JOHN KRAGER	MILAGE REIMB FOR ATTENDING 2025 NEFSMA WORKSHOP	40.46
NEBRASKA IOWA SUPPLY COMPANY, INC	FUEL FOR CITY TANKS	3,807.51
UNITED OF OMAHA LIFE INSURANCE CO	2025/10/31M DENTAL	170.52
US BANK VOYAGER FLEET SYSTEMS	2025/10/31M FUEL PURCHASES	153.70
		<u>\$ 33,073.17</u>

### PARKS

A-RELIEF SERVICES	2025/10/20-11/16 PORTABLE RESTROOMS-BICYCLE CLUB	103.00
A-RELIEF SERVICES	2025/10/20-11/16 PORTABLE RESTROOMS-HAWORTH PARK	103.00
A-RELIEF SERVICES	2025/10/28-11/24 PORTABLE RESTROOMS-AHP	938.00
A-RELIEF SERVICES	2025/11/01-11/28 PORTABLE RESTROOMS-CHURCH	199.00
AT&T MOBILITY	2025/10/22-11/21 MONTHLY SERVICE	82.70
CAPITAL BUSINESS SYSTEMS, INC	2025/10/11-11/10 COPIER EXPENSE	25.77
CAPITAL BUSINESS SYSTEMS, INC	2025/10/18-11/17 COPIER EXPENSE	49.48
CENTURY LINK	2025/11/22-12/21 MONTHLY SERVICE	15.81
CREATIVE SITES, LLC	TRASH RECEPTACLES-ASPEN DISC GOLF	4,980.00
CROW LAWN CARE LLC	PARKS MOWING	2,714.40
DULTMEIER SALES LLC	CHEMICAL TRANSFER PUMP & ADAPTERS, ALKALINE CLEANER	1,032.00
EMPLOYEE BENEFITS SYSTEM	2025/11/30M HEALTH INSURANCE	8,007.37
GRAINGER	ANGLE BOX	34.41
HUGHES TREE SERVICE	TREE REMOVAL-108 LAFAYETTE & 13408 S 24TH ST	7,800.00
METROPOLITAN UTILITIES DIST	2025/09/05-10/29 REBILL MONTHLY CHARGES	72.02
MIDWEST DCM, INC	BPW 250108 EVERETT PICKLEBALL COURTS & PARKING LOT - FINAL	12,655.14
RMD PROMOTIONS, LLC	ASPEN DISC GOLF SIGNS	720.00
TY'S OUTDOOR POWER & SERVICE	NEW 4520 VENTRAC & ACCESSORIES	54,612.60
UNITED OF OMAHA LIFE INSURANCE CO	2025/10/31M DENTAL	388.80
US BANK VOYAGER FLEET SYSTEMS	2025/10/31M FUEL PURCHASES	3,084.25
		<u>\$ 97,617.75</u>

### RECREATION

AT&T MOBILITY	2025/10/22-11/21 MONTHLY SERVICE	125.36
CENTURY LINK	2025/11/22-12/21 MONTHLY SERVICE	94.86
EMPLOYEE BENEFITS SYSTEM	2025/11/30M HEALTH INSURANCE	5,290.54
METROPOLITAN UTILITIES DIST	2025/10/04-11/01 MONTHLY CHARGES	91.38
UNITED OF OMAHA LIFE INSURANCE CO	2025/10/31M DENTAL	85.26
US BANK VOYAGER FLEET SYSTEMS	2025/10/31M FUEL PURCHASES	285.90
		<u>\$ 5,973.30</u>

### FACILITY MAINTENANCE

AT&T MOBILITY	2025/10/22-11/21 MONTHLY SERVICE	85.32
CENTURY LINK	2025/11/22-12/21 MONTHLY SERVICE	47.43
CERRIS SYSTEMS NORTH CENTRAL, INC	RELACEMENT OF TWO HEAT PUMPS, REBUILD PUMP #2	36,776.00
EMPLOYEE BENEFITS SYSTEM	2025/11/30M HEALTH INSURANCE	13,840.49
HD SUPPLY	JANITORIAL SUPPLIES-REED CTR	25.58
IDEAL PURE WATER COMPANY	BOTTLED WATER, COOLER RENTAL	23.00
INTERSTATE POWER SYSTEMS, INC	GENERATOR SERVICE-FLEET	1,099.76
JACKSON SERVICES, INC	DOOR MAT SERVICE-CITY BUILDINGS	158.23
OMAHA PUBLIC POWER DISTRICT	2025/10/10-11/05 MONTHLY SERVICE	39.02
OMAHA PUBLIC POWER DISTRICT	2025/10/22-11/21 MONTHLY SERVICE	40.26
OVERHEAD DOOR CO OF OMAHA	REPLACED SPRINGS, DOOR SERVICE-DIST 1	657.00
TRED-MARK COMMUNICATIONS	DATA CABLING FOR LIGHTING CONTROLS-CITY HALL	2,230.00
TRICO MECHANICAL SERVICES	TUBE HEATER SERVICE-DIST 4	107.50
UNITED OF OMAHA LIFE INSURANCE CO	2025/10/31M DENTAL	255.78
US BANK VOYAGER FLEET SYSTEMS	2025/10/31M FUEL PURCHASES	900.63
		<u>\$ 56,286.00</u>

# MINUTE RECORD

## CLAIMS FOR 2025/12/16 COUNCIL MEETING

PAGE 3

### CEMETERY

A-RELIEF SERVICES	2025/11/01-11/28 PORTABLE RESTROOMS-CEMETERY	199.00
AT&T MOBILITY	2025/10/22-11/21 MONTHLY SERVICE	42.66
CENTURY LINK	2025/11/22-12/21 MONTHLY SERVICE	12.57
EMPLOYEE BENEFITS SYSTEM	2025/11/30M HEALTH INSURANCE	3,065.29
METROPOLITAN UTILITIES DIST	2025/10/04-11/05 MONTHLY CHARGES	52.38
UNITED OF OMAHA LIFE INSURANCE CO	2025/10/31M DENTAL	85.26
US BANK VOYAGER FLEET SYSTEMS	2025/10/31M FUEL PURCHASES	108.15
		<b>\$ 3,565.31</b>

### STREETS

ALFRED BENESCH & COMPANY	BPW 250104 CITY OVERLAY PROJECTS 2025/10/20-11/16	2,759.50
AT&T MOBILITY	2025/10/22-11/21 MONTHLY SERVICE	253.34
BURRELL ENTERPRISES, LLC	BPW 250102 CONCRETE PROJECTS THRU 2025/11/15	32,894.86
CALEB A HINRICHS AND ANDREA L BURKE	BPW 240124 TEMP EASEMENT ROW WHITTED CREEK	2,710.00
CAPITAL BUSINESS SYSTEMS, INC	2025/10/12-11/11 COPIER EXPENSE	35.61
CENTURY LINK	2025/11/22-12/21 MONTHLY SERVICE	79.05
CONCRETE SUPPLY, INC	CONCRETE	702.13
DREFS TREE SERVICE	TREE REMOVAL AT VARIOUS LOCATIONS	28,980.00
EMPLOYEE BENEFITS SYSTEM	2025/11/30M HEALTH INSURANCE	36,466.78
HGM ASSOCIATES INC	BPW 250102 CONCRETE REPAIR PROJECTS THRU 2025/11/15	29,975.08
INDEPENDENT SALT CO	ICE CONTROL SALT	3,285.94
JACOBS ENGINEERING GROUP, INC	BPW 250301 QUAIL CREEK REHAB 2025/09/27-10/24	19,661.50
JACOBS ENGINEERING GROUP, INC	BPW 240124 WHITTED CREEK 2025/09/27-10/24	6,391.56
JEO CONSULTING GROUP, INC	BPW 250120 INDUSTRIAL RD DRAINAGE IMP 2025/10/24-11/21	838.75
KEYMASTERS OF GREATER OMAHA, INC	DUPLICATE GATE & DOOR KEYS	90.00
LEO W HIKE JR	BPW 240109 TEMP EASEMENT ROW MISSION AVE TRACT 27	610.00
LEO W HIKE JR AND JOANNA K HIKE	BPW 240109 TEMP EASEMENT ROW MISSION AVE TRACT 26	420.00
MERCURY PROPERTY MANAGEMENT, INC	BPW 240109 TEMP EASEMENT ROW MISSION AVE TRACT	4,630.00
MRJC HOLDINGS LLC	BPW 240109 TEMP EASEMENT ROW MISSION AVE TRACT 2	770.00
MRJC HOLDINGS LLC	BPW 240109 TEMP EASEMENT ROW MISSION AVE TRACT 24	860.00
MRJC HOLDINGS LLC	BPW 240109 TEMP EASEMENT ROW MISSION AVE TRACT 25	1,070.00
NATHAN V AND CRYSTAL L LOCKLEAR	BPW 240124 TEMP EASEMENT ROW WHITTED CREEK TRACT 18	2,010.00
NEBRASKA IOWA INDUSTRIAL FASTENERS, INC	HEX HEAD CAP SCREWS FOR SIGN SHOP	144.00
NEWMAN SIGNS INC	SPECIAL TRAFFIC SIGNS, FRT	596.78
OMNI ENGINEERING	ASPHALT	2,100.84
PATRICK J AND KIMBERLY D MORTON	BPW 240124 TEMP EASEMENT ROW WHITTED CREEK	2,710.00
READY MIXED CONCRETE COMPANY	CONCRETE	6,770.04
SPYDER KELLER	REIMB FOR MILAGE FOR CDL CLASSES 2025/10/20-28	134.40
THE SCHEMMER ASSOCIATES	BPW 250102 CONCRETE PANEL PROJECTS 2025/10/01-10/31	33,591.25
TODCO LLC	PAINT STRIPING-FT CROOK RD & CAPEHART	1,600.00
UNITED OF OMAHA LIFE INSURANCE CO	2025/10/31M DENTAL	662.74
US BANK VOYAGER FLEET SYSTEMS	2025/10/31M FUEL PURCHASES	4,880.21
		<b>\$ 228,684.36</b>

### FLEET MAINTENANCE

AA WHEEL & TRUCK SUPPLY, INC	BREAKAWAY KIT	88.20
ALLIED OIL & TIRE COMPANY	ATF FLUID	610.50
AT&T MOBILITY	2025/10/22-11/21 MONTHLY SERVICE	92.04
AUTO BODY AUTHORITY	TOW CHARGE-ADM2	125.00
AUTO BRAKE AND CLUTCH	BRAKE SHOE REBUILT	1,139.40
AUTOMOTIVE WAREHOUSE DIST, INC	ANTISEIZE COMPOUND, SILICONE ADHESIVE, BEARINGS, FITTINGS, HOSES, WIPER BLADES	2,294.14
BAUER BUILT TIRE & SERVICE	FLAT REPAIR, ALIGNMENT, TIRES	1,249.95
BAXTER FORD	LAMP ASSY, SHAFTS, BOLTS, AXLE ASSY, SEAL	1,998.45
CAPITAL BUSINESS SYSTEMS, INC	2025/10/20-11/19 COPIER EXPENSE	86.33
CENTURY LINK	2025/11/22-12/21 MONTHLY SERVICE	47.43
COLLECTIVE DATA, INC	VOYAGER FUEL IMPORT	1,041.69
CORNHUSKER INTERNATIONAL TRUCKS	FUEL SLEEVE, ARM KIT, BRACKET, CLAMP, HOSES, MIRROR	796.28
DULTMEIER SALES LLC	POLY PLUGS	38.70
EMPLOYEE BENEFITS SYSTEM	2025/11/30M HEALTH INSURANCE	24,736.50
IDEAL PURE WATER COMPANY	BOTTLED WATER, COOLER RENTAL	71.00
JONES AUTOMOTIVE	FACEPLATE	26.23
LOGAN CONTRACTORS SUPPLY	TEMP SENSOR, GASKET, FLANGE	280.44
MATHESON TRI-GAS INC	2025/10/31-11/21 CYLINDER RENTAL-FAB	81.20
MGX EQUIPMENT SERVICES, LLC	BRINE TANK & FREIGHT, BAFFLE BALLS	7,587.85
NAPA AUTO PARTS	RELAYS, FILTERS, BATT CABLE CONNECTOR, VALVE COVER	310.73
NEBRASKA IOWA INDUSTRIAL FASTENERS, INC	TY-RAP, INS BUTT CONNECTORS, CRIMP-N-SEAL, LUGS, GROMMETS, LOCK NUTS, BOLTS, DRILL BITS, WASHERS	509.43
TY'S OUTDOOR POWER & SERVICE	SOLENOID KIT	99.10
UNITED OF OMAHA LIFE INSURANCE CO	2025/10/31M DENTAL	559.32
US BANK VOYAGER FLEET SYSTEMS	2025/10/31M FUEL PURCHASES	445.34
		<b>\$ 44,315.25</b>

### SOLID WASTE

CITY OF OMAHA	2025/10/31M COMPOST DELIVERIES	10,456.47
HILLSIDE SOLUTIONS LLC	ROLL-OFF FOR PUMPKIN COMPOSTING	315.00
		<b>\$ 10,771.47</b>

# MINUTE RECORD

## CLAIMS FOR 2025/12/16 COUNCIL MEETING

PAGE 4

### PLANNING

AT&T MOBILITY	2025/10/22-11/21 MONTHLY SERVICE	42.66
CAPITAL BUSINESS SYSTEMS, INC	2025/10/18-11/17 COPIER EXPENSE	69.07
CENTURY LINK	2025/11/22-12/21 MONTHLY SERVICE	15.81
EMPLOYEE BENEFITS SYSTEM	2025/11/30M HEALTH INSURANCE	2,212.60
UNITED OF OMAHA LIFE INSURANCE CO	2025/10/31M DENTAL	56.84
		<u>\$ 2,396.98</u>

### PERMITS & INSPECTIONS

AT&T MOBILITY	2025/10/22-11/21 MONTHLY SERVICE	613.22
CENTURY LINK	2025/11/22-12/21 MONTHLY SERVICE	15.81
EMPLOYEE BENEFITS SYSTEM	2025/11/30M HEALTH INSURANCE	12,962.50
UNITED OF OMAHA LIFE INSURANCE CO	2025/10/31M DENTAL	255.78
US BANK VOYAGER FLEET SYSTEMS	2025/10/31M FUEL PURCHASES	1,010.87
		<u>\$ 14,858.18</u>

### POLICE

AMAZON WEB SERVICES, INC	2025/11/30M WEB SERVICE FOR POLICE	1,035.50
AT&T MOBILITY	2025/10/22-11/21 MONTHLY SERVICE	4,051.42
ATHLETICO PHYSICAL THERAPY	POST OFFER SCREENINGS	300.00
BLUE 360 MEDIA, LLC	NEBRASKA CRIMINAL & TRAFFIC LAW MANUAL - 2026 EDITION	616.59
CAPITAL BUSINESS SYSTEMS, INC	2025/10/17-11/16 COPIER EXPENSE	454.87
CCAP AUTO LEASE	2025/12/31M USPIS VEHICLE LEASE	696.68
CENTURY LINK	2025/11/22-12/21 MONTHLY SERVICE	126.48
CLEARVIEW AI, INC	2025/11/17-2026/11/16 THREE CLEARVIEW AI SEARCH	4,999.00
CULLIGAN OF OMAHA	2025/11/30M BOTTLE WATER SERVICE	452.80
DOUGLAS COUNTY SHERIFF OFFICE	FORENSIC FEES	220.00
EMPLOYEE BENEFITS SYSTEM	2025/11/30M HEALTH INSURANCE	181,609.13
FIRST NATIONAL BANK OF OMAHA	SUBPOENA FOR RECORDS	72.90
GREAT PLAINS UNIFORMS	UNIFORMS, REMOVE AND REPLACE PATCHES	440.99
HOPE VALENTINE, LLC	2025/11/3M METAL HEALTH - 6 HRS	900.00
ICE MILLER LLP	PROFESSIONAL SERVICES THRU 2025/10/31	95.40
INFOSAFE SHREDDING	SHREDDER SERVICES	210.00
INTERACTIVE DATA, LLC	idICORE ONLINE IDENTITY INTELLIGENCE PLATFORM	3,936.00
INTERNATIONAL ASSOCIATION OF CHIEFS OF POLICE	2026/01/01-12/31 MEMBERSHIP DUES - JASHINSKE	220.00
J P COOKE COMPANY	POCKET STAMPER - BETSWORTH	39.40
JACKSON SERVICES, INC	MAT SERVICE	175.92
KENNETH SAFFORD	REGISTRATION FOR MASTERING PROACTIVE PATROL	249.00
MATRIX BUSINESS SYSTEMS INC	2025/10/31-11/30 COPIER EXPENSE	261.91
MIDLANDS PRINTING	DEPARTMENT LETTERHEAD, ENVELOPES	3,327.08
SAMANTHA SPACHER	PANTS UNIFORM RIEMB	122.27
SIGNIT-SIGNS & GRAPHICS	POLICE LOGO-WALL DECAL	95.00
SMITH DAVIS INSURANCE INC	2025/12/23-2029/12/23 BOND RENEWAL - MEYER	40.00
UNITED OF OMAHA LIFE INSURANCE CO	2025/10/31M DENTAL	2,990.82
UNIVERSITY OF NEBRASKA MEDICAL	TOXICOLOGY TESTING	1,824.00
US BANK VOYAGER FLEET SYSTEMS	2025/10/31M FUEL PURCHASES	15,594.65
		<u>\$ 225,157.81</u>

### FIRE & RESCUE

AIRGAS USA, LLC	2025/10/31M CYLINDER RENTALS, OXYGEN	303.66
AT&T MOBILITY	2025/10/22-11/21 MONTHLY SERVICE	1,989.80
BEAVER LAKE MARINA	RESCUE BOAT MAINTENANCE	562.00
BLUE VALLEY PUBLIC SAFETY	LABOR & TRAVEL FOR SITE 3 REPAIR	740.00
BOUND TREE MEDICAL, LLC	RESCUE EQUIPMENT & SUPPLIES, PHARMACY SUPPLIES	12,534.46
CENTURY LINK	2025/11/22-12/21 MONTHLY SERVICE	94.86
DEAN SNYDER CONSTRUCTION CO	BPW 250109 BFD UTILITY BLDG/PARKING THRU 2025/11/25	163,585.12
EMPLOYEE BENEFITS SYSTEM	2025/11/30M HEALTH INSURANCE	134,718.13
GREAT PLAINS UNIFORMS	UNIFORM ITEMS	2,103.27
HINCKLEY MEDICAL INC	MEDICAL ONE DOSE APP	2,750.00
INTERNATIONAL ASSOCIATION OF FIRE CHIEFS	2026/01/01-12/31 MEMBERSHIP DUES - BETTS	215.00
MACQUEEN EQUIPMENT, LLC	BOOTS	539.00
MARCO TECHNOLOGIES, LLC	2025/10/27-11/26 COPIER EXPENSE	64.68
MOTOROLA SOLUTIONS, INC	RADIO PARTS	2,373.28
PAPILLION SANITATION	2025/10/31 DISPOSAL & HAULING FEE	300.00
UNITED OF OMAHA LIFE INSURANCE CO	2025/10/31M DENTAL	2,785.16
US BANK VOYAGER FLEET SYSTEMS	2025/10/31M FUEL PURCHASES	7,678.16
ZOLL DATA SYSTEMS INC	2026/01/31M ZOLL BILLING	1,227.48
		<u>\$ 334,564.06</u>

### NON-DEPARTMENTAL/CONTRACTS

ALPHA COMMUNICATIONS INC	INSTALL OF TELEMATICS & CAMERAS IN VEHICLES	13,980.00
BELLEVUE CHAMBER OF COMMERCE AND COMMUNITY	ECONOMIC DEVELOPMENT CONTRACT	3,000.00
CENTURY LINK	2025/10/04-11/03 MONTHLY SERVICE	295.80
CENTURY LINK	2025/11/22-12/21 MONTHLY SERVICE	224.92
HDR ENGINEERING, INC	BPW-240501 PRAIRIE HILL DEV SERV FOR 2025/11/02-11/29	20,270.63
LOCKTON COMPANIES, LLC	2025/12/31M WELLNESS CONSULTING FEE	1,875.00
SARPY COUNTY COURT HOUSE	2026/01/31M ANIMAL CONTROL	17,259.00
		<u>\$ 56,905.35</u>

# MINUTE RECORD

## CLAIMS FOR 2025/12/16 COUNCIL MEETING

PAGE 5

### INFORMATION TECHNOLOGY

CENTER FOR INTERNET SECURITY, INC	CLOUD STRIKE FOR IT 2025/11/13-2026/11/12	4,995.00
DELL MARKETING L.P.	DELL PRO 16 LAPTOP	1,239.62
MOTOROLA SOLUTIONS, INC	SOFTWARE LICENSE AND ENCRYPTION FOR LIFETIME OF EQUIPMENT, 11 IMPRES 2 BATTERIES, 13 REMOTE SPEAKER MICS	13,210.87
ONE CALL CONCEPTS	2025/11/30M LOCATES FOR IT	2.85
SENTINEL TECHNOLOGIES, INC	2025/11/30M FORTIS MONTHLY SERVICE & PRODUCT	5,414.77
TJ CABLE	2025/11/30M LOCATES FOR IT	300.00
US BANK VOYAGER FLEET SYSTEMS	2025/10/31M FUEL PURCHASES	315.92
		<u>\$ 25,479.03</u>

### BELLEVUE BAY INDOOR WATERPARK

AMERICAN RESORT MANAGEMENT, LLC	2025/11/30M BELLEVUE INDOOR WATERPARK SERVICES	12,500.00
AMERICAN RESORT MANAGEMENT, LLC	2025/11/30M EXPENSE REIMB	58.63
HOLLAND BASHAM ARCHITECTS, INC	2025/10/31M PROFESSIONAL SERVICES - WATERPARK	34,866.00
PINK GRADING INC	GRADING SURCHARGE REMOVAL 1	54,540.00
TERRACON CONSULTANTS INC	BELLEVUE WATER PARK MASS GRADING SURVEY THRU	1,500.50
		<u>\$ 103,465.13</u>

### WASTEWATER

AMERICAN UNDERGROUND SUPPLY, LLC	AQUA SEAL & PLUG	398.82
ARMOR EQUIPMENT	VALVE BALL 3-WAY, 6 IN TC WHEELS, IBAK EVOLUTION	2,262.08
AT&T MOBILITY	2025/10/22-11/21 MONTHLY SERVICE	637.28
AT&T MOBILITY	2025/11/08-12/07 MONTHLY SERVICE	655.28
CENTURY LINK	2025/11/13-12/12 MONTHLY SERVICE	228.75
CENTURY LINK	2025/11/22-12/21 MONTHLY SERVICE	693.70
COX BUSINESS SERVICES	2025/11/12-12/11 MONTHLY SERVICE	208.00
COX BUSINESS SERVICES	2025/11/18-12/17 MONTHLY SERVICE	91.99
EMPLOYEE BENEFITS SYSTEM	2025/11/30M HEALTH INSURANCE	17,268.72
HDR ENGINEERING, INC	BPW-181013 QUAL CREED LIFT STATION SERV FOR 2025/11/02-11/29	2,188.20
HDR ENGINEERING, INC	BPW-250114 LANDING LIFT STATION SERV FOR 2025/11/02-11/29	57,940.54
UNITED OF OMAHA LIFE INSURANCE CO	2025/10/31M DENTAL	454.72
US BANK VOYAGER FLEET SYSTEMS	2025/10/31M FUEL PURCHASES	3,385.80
		<u>\$ 86,413.88</u>

### COMMUNITY BETTERMENT

OMAHA PUBLIC POWER DISTRICT	2025/10/27-11/24 MONTHLY SERVICE	100.27
		<u>\$ 100.27</u>

TOTAL CLAIMS FOR 2025/12/16	<u>\$1,402,609.82</u>
TOTAL PAYROLL FOR 2025/12/05	<u>\$1,986,284.07</u>

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 11/18/2025		SUBMITTED BY: Ashley Decker, HR Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

**SUBJECT:**  
Compensation Ordinance Update

**SYNOPSIS/BACKGROUND:**  
The compensation ordinance is updated as needed to reflect a change in pay range for employees of the City that are unclassified employees. The changes in the ordinance reflect the increasing Nebraska State Minimum Wage that will impact part-time and seasonal positions. Additionally, the EMS Supervisor is changed to match that of the comparable negotiated Fire Battalion Chief wage.

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

**TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:**

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE:  CONTRACT TERM:  CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME:  CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE:  ACCOUNT NUMBER:

**RECOMMENDATION:**  
Approve Compensation Ordinance 4200

**ATTACHMENTS:**

1. Ordinance No. 4200 (redlined)	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: 

ORDINANCE NO. ~~42004193~~ 41934174

AN ORDINANCE OF THE CITY OF BELLEVUE, NEBRASKA, CLASSIFYING THE EMPLOYEES OF THE CITY; FIXING THE RANGES OF COMPENSATION OF SUCH EMPLOYEES; PROVIDING A PAY RANGE SCHEDULE; PROVIDING FOR PUBLICATION IN PAMPHLET FORM; REPEALING ORDINANCE NO. ~~41934174~~; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. The Mayor and Council do hereby find and adopt as classification of employees of the City of Bellevue and the ranges of compensation to be paid for such classification as follows:

A. Civilian Employees Association of Bellevue (Civilian Non-Management)

<u>Job Classification</u>	<u>Range</u>
As established in Contract	By Contract

B. Bellevue Professional Management Association (Management and Professional)

<u>Grade</u>	<u>Range</u>
As established in Contract	By Contract

<u>Section 2. Appointed Officials</u>	<u>Range (monthly)</u>
City Administrator	By Contract
City Attorney	\$ 355 - 440
City Clerk	\$ 6,743 - 9,717
Treasurer	\$ 355 - 440

<u>Section 2a. Unclassified Employees</u>	<u>Range (monthly)</u>
Ambulance Billing Account Manager	\$ 5,670 - 7,660
Assistant City Attorney	\$ 8,693 - 11,638
Assistant Finance Director	\$ 7,750 - 11,282
Legal Services Director	\$ 10,351 - 14,709
Dir of Community & Ec. Development	\$ 9,767 - 13,894
Communications Director	\$ 6,897 - 9,634
Acctg, Reporting & Compliance Manager	\$ 7,200 - 10,071
Deputy Director Parks & Rec	\$ 6,727 - 9,636
Finance Director	\$ 9,599 - 13,530
Fire Chief	\$ 10,227 - 14,217
Human Resources Generalist	\$ 4,727 - 7,233
Human Resources Director	\$ 8,462 - 12,641
Manager of Engineering Services	\$ 8,629 - 11,712
Legal Affairs & Special Projects Mgr.	\$ 6,545 - 9,013

Library Director	\$ 8,559 – 11,768
Planning Director	\$ 8,642 – 12,579
Police Chief	\$ 10,790 – 14,884
Public Works Director	\$ 9,961 – 13,948
Public Works Engineer II	\$ 6,956 – 9,802
Risk Manager	\$ 6,621 – 8,927

Section 2b.	<u>Unclassified</u>	<u>Range (hourly)</u>
	CATV Specialist	\$ 26.29 – 36.17
	Executive Secretary	\$ 30.53 – 43.91
	Emergency Medical Services Supervisor	\$ <del>49.48 – 65.11</del> <del>48.07 – 63.25</del>
	Human Resources Assistant	\$ 25.19 – 34.13
	Paralegal	\$ 28.67 – 39.03
	Payroll Specialist	\$ 26.64 – 36.76
	Office of Professional Standards Coord.	\$ 29.78 – 38.00

Section 3. Bellevue Police Officers Association

<u>Job Classification</u>	<u>Range (hourly)</u>
Police Officer	By Contract
Sergeant	By Contract

Section 4. Bellevue Police Command Staff Association

<u>Job Classification</u>	<u>Range (hourly)</u>
Police Captain	By Contract
Police Lieutenant	By Contract

Section 5. Fire Command

<u>Unclassified</u>	<u>Range (monthly)</u>
Assistant Fire Chief	\$ 9,778 – 12,743

Section 5a. International Association of Firefighters Local 4906 (Fire Command Staff)

<u>Job Classification</u>	<u>Range</u>
Battalion Fire Chief	By Contract
Fire Captain	By Contract
Firefighters	By Contract

Section 6. Seasonal:

<u>Position</u>	<u>Hourly Range</u>
Swimming Supervisor	\$ <del>15.00-\$19.25</del> <del>13.50-\$18.25</del>
Youth Baseball Supervisor	\$ <del>15.00-\$19.25</del> <del>13.50-\$18.25</del>
Recreation Activities Supervisor	\$ <del>15.00-\$19.25</del> <del>13.50-\$18.25</del>
Track Supervisor	\$ <del>15.00-\$19.25</del> <del>13.50-\$18.25</del>
Tennis Supervisor	\$ <del>15.00-\$19.25</del> <del>13.50-\$18.25</del>
Swimming Pool Managers	\$ 17.62-\$22.18
Head Lifeguards	\$ 15.53-\$19.80
Lifeguards	\$ <del>15.00-\$18.40</del> <del>14.08-\$17.15</del>
Concession Workers	\$ <del>15.00-\$15.50</del> <del>13.50-\$14.00</del>
Youth Baseball/Softball Umpires	\$ <del>15.00-\$16.50</del> <del>13.50-\$16.00</del>
Track Club Coaches	\$ <del>15.00-\$16.50</del> <del>13.50-\$16.00</del>
Parks Workers	\$ <del>15.00-\$19.75</del> <del>14.83-\$19.50</del>

Section 7. Part-Time Positions:

Part-Time Administrative Positions:

<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
\$18.04	\$18.67	\$19.32	\$20.00	\$20.70	\$21.42

Unclassified Part-Time Positions

<u>Range (hourly)</u>
Part-Time Administrative Intern Position: <del>\$15.00-\$13.50</del> to <del>\$16.50-\$15.00</del>
Ambulance Billing Clerk \$22.02 to 30.21
Library Shelver <del>\$15.00 to 19.00</del> <del>13.50 to 17.50</del>
<del>Library Clerk \$15.00 to 19.00</del>
Tour Guide <del>\$15.00 to 17.00</del> <del>13.50 to 15.50</del>

Section 8. That Ordinance ~~41934174~~ is hereby repealed.

Section 9. That payments based upon the above schedules for employees made prior to the effective date of this Ordinance are hereby ratified.

Section 10. That this Ordinance shall be published in pamphlet form.

Section 11. That upon the effective date of this ordinance, all legislative format shall be removed and the Ordinance placed in proper format with the approved amendments.

Section 12. That the ordinance shall be in full force and effect and after its passage, approval and publication according to law.

PASSED AND APPROVED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Rusty Hike, Mayor

ATTEST:

\_\_\_\_\_  
Susan Kluthe, City Clerk

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

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

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

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 12/16/2025		SUBMITTED BY: Susan Kluthe, City Clerk		
AGENDA ITEM:		CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>		ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input checked="" type="checkbox"/>	
RESOLUTION <input type="checkbox"/>		CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Public Hearing - Request to approve the Event License Application for the Wild Blue Running American Heroes Half Marathon on Saturday, May 23, 2026 from 6:00 a.m.- 11:00 a.m.

SYNOPSIS/BACKGROUND:

Recommend approval of an Event Application for Wild Blue Running for American Heroes Half Marathon to be held on Saturday, May 23, 2026 from 6:00 a.m. to 11:00 a.m. Event will start at American Heroes parking lot by ball fields, West on Mission Avenue, North on Warren Street, West on 22nd Street, North on Washington Street, West on 21st Street, South on Wayne Street, West on 22nd Street, North on Jackson Street, East on 20th Street, South on Franklin Street, East on 22nd Street, South on Warren, cross intersection to the South side on Mission Avenue, East on Mission Avenue, South on Payne Street, South on Keystone Trail, West on Missouri River Road (would need gate open), South on 15th Avenue, West on E. Platteview, South on Missouri River Road, North on Keystone Trail, crosse Mission to finish in American Heros Park.

FISCAL IMPACT: 0.00 BUDGETED FUNDS: NO GRANT/MATCHING FUNDS: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NAME:

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

ACCOUNTING DISTRUBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve the Event Application for the Wild Blue Running American Heroes Half Marathon on Saturday, May 23, 2026 from 6:00 a.m.- 11:00 a.m.

ATTACHMENTS:

- Event Application
- Comments from Police, Parks, & Streets
- 
- 
- 
- 

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*Daniel Willis*  
*[Signature]*  
*[Signature]*



City of Bellevue
Office of the City Clerk
1500 Wall Street • Bellevue, Nebraska 68005
(402) 293-3007

APPLICATION FOR EVENT LICENSE

The undersigned hereby makes application to conduct or operate a carnival, show, temporary amusement park, or music concert in the City of Bellevue, Nebraska, under the provisions of City Code Sections 5-36 thru 5-40, and hereby submits the following facts in support thereof:

Organization Name: WILD BLUE RUNNING LLC Date: 5 NOV 25

Contact Person Information for Organization:

Name: JOSEPH RAMOS Phone: 402-297-6670 Email: Wildbluerunning@gmail.com

Address: 5003 Clearwater Dr City: Papillion State: NE Zip: 68133

Event Information:

Event Name: American Heroes Half Marathon

Location of Event/Alternate Location:

Start at Haworth Park Ball Fields, Cross Mission Ave, American Heroes Park, West on Mission, North on Warren, East on 20th Ave, South on Wayne, East on 21st Ave, South on Warren, East on Mission, South on Payne, Keystone Trail

Dates of Event: 23 May 2026 Alternate Dates: Hours of Event: 0600-1100

What Provisions, if applicable, have been made for the following:

- 1. Sanitary Facilities: Restrooms at the Haworth Park baseball fields
2. Running Water: n/a
3. Power: n/a
4. Parking: Haworth Park Ball Fields Parking Lot
5. Insurance: yes

(Please provide Certificate of Insurance Naming City of Bellevue as Additional Insured)

Please address any specific requests of the Police/Parks/Streets Departments on the 2nd page.

I guarantee to the City of Bellevue that the premises will be cleaned and inspected following the above listed event on the day(s) indicated and, after inspection by the City, we will meet any additional responsible requests of the City of Bellevue as to the cleaning of the premises. For equal opportunity enjoyment for all individuals, I guarantee that all events will meet the legal requirements outlined in the American with Disabilities Act (ADA) and its amendments to prevent discrimination and enable individuals with disabilities to participate fully in all aspects of the event. I understand the \$50.00 event fee is a NON-REFUNDABLE APPLICATION FEE.

Signature of Applicant: Joseph Ramos

**Police Department Requests:**

Yes, assistance with road crossings  
Haworth Park to American Heroes, Cross Mission.  
Cross Mission again at Warren St030809

**Parks Department Requests:**

Yes, use of baseball field restrooms and opening of gates on keystone trail

**Street Department Requests:**

n/a

**Special Request:**

n/a

**FOR CITY OFFICE USE ONLY:**

Notice of Hearing published in a legal newspaper on 12-10-2026.  
City Council hearing date: 12-10-25  
License Fee of \$50 paid on: 12/10 Receipt #:

**Notice of Public Hearing**  
**Wild Blue Running**

On Tuesday, December 16, 2025, at 6:00 p.m., the Bellevue City Council will hold a public hearing on the request of an event license for Wild Blue Running to American Heroes Half Marathon in Bellevue, on Saturday, May 23, 2026 from 6:00 a.m. to 11:00 a.m.

The meeting is open to the public and the public is encouraged to attend. If special accommodations are required, please contact the City Clerk at 402-293-3007 at least forty eight hours prior to the meeting.

Susan Kluthe  
City of Bellevue



CITY OF BELLEVUE  
EVENT LICENSE REVIEW FORM

City of Bellevue  
Office of the City Clerk  
1500 Wall Street  
Bellevue, Nebraska  
68005  
(402) 293-3007

- Police Department
  - Sgt. Larry Lampman
  - Capt. Kurt Stroehler
  - Capt. John Stuck

- Parks Department
  - Jim Shada

- Streets Department
  - Bobby Riggs

- Public Works Department
  - Dave Goedeken

FROM: Susan Kluthe

DATE: November 19, 2025

SUBJECT: Recommend approval of an Event Application for Wild Blue Running for American Heroes Half Marathon to be held on Saturday, May 23, 2025 from 8:00 a.m. to 11:00 a.m. Event will start at American Heroes parking lot by ball fields, West on Mission Avenue, North on Warren Street, West on 22nd Street, North on Washington Street, West on 21st Street, South on Wayne Street, West on 22nd Street, North on Jackson Street, East on 20th Street, South on Franklin Street, East on 22nd Street, South on Warren, cross intersection to the South side on Mission Avenue, East on Mission Avenue, South on Payne Street, South on Keystone Trail, West on Missouri River Road (would need gate open), South on 15th Avenue, West on E. Platteview, South on Missouri River Road, North on Keystone Trail, cross Mission to finish in American Heros Park.

Please make comments on the above request and return to Susan Kluthe, by, November 26, 2025 . I can be reached at (402) 293-3007 or [susan.kluthe@bellevue.net](mailto:susan.kluthe@bellevue.net) if there are any questions concerning the above. Please complete and return this form, with or without comments, to the City Clerk's Office by the deadline date referenced above. Thank you!

Comments

No Comments

Signature or Fill in Your Name 

Date 11/25/2025



CITY OF BELLEVUE  
EVENT LICENSE REVIEW FORM

City of Bellevue  
Office of the City Clerk  
1500 Wall Street  
Bellevue, Nebraska  
68005  
(402) 293-3007

- Police Department
  - Sgt. Larry Lampman
  - Capt. Kurt Stroehler
  - Capt. John Stuck

- Parks Department
  - Jim Shada

- Streets Department
  - Bobby Riggs

- Public Works Department
  - Dave Goedeken

FROM: Susan Kluthe

DATE: November 19, 2025

SUBJECT: Recommend approval of an Event Application for Wild Blue Running for American Heroes Half Marathon to be held on Saturday, May 23, 2025 from 6:00 a.m. to 11:00 a.m. Event will start at American Heroes parking lot by ball fields, West on Mission Avenue, North on Warren Street, West on 22nd Street, North on Washington Street, West on 21st Street, South on Wayne Street, West on 22nd Street, North on Jackson Street, East on 20th Street, South on Franklin Street, East on 22nd Street, South on Warren, cross intersection to the South side on Mission Avenue, East on Mission Avenue, South on Payne Street, South on Keystone Trail, West on Missouri River Road (would need gate open), South on 15th Avenue, West on E. Platteview, South on Missouri River Road, North on Keystone Trail, crosse Mission to finish in American Heros Park.

Please make comments on the above request and return to Susan Kluthe, by, November 26, 2025 . I can be reached at (402) 293-3007 or [susan.kluthe@bellevue.net](mailto:susan.kluthe@bellevue.net) if there are any questions concerning the above. Please complete and return this form, with or without comments, to the City Clerk's Office by the deadline date referenced above. Thank you!

Comments

No Comments

Capt. Kurt Stroehler

Digitally signed by Capt. Kurt Stroehler  
Date: 2025.11.25 11:26:31 -06'00'

Signature or Fill in Your Name

11-25-25

Date



CITY OF BELLEVUE  
EVENT LICENSE REVIEW FORM

City of Bellevue  
Office of the City Clerk  
1500 Wall Street  
Bellevue, Nebraska  
68005  
(402) 293-3007

- Police Department
  - Sgt. Larry Lampman
  - Capt. Kurt Stroehler
  - Capt. John Stuck

- Parks Department
  - Jim Shada

- Streets Department
  - Bobby Riggs

- Public Works Department
  - Dave Goedeken

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DATE: November 19, 2025

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Please make comments on the above request and return to Susan Kluthe, by, November 26, 2025 . I can be reached at (402) 293-3007 or [susan.kluthe@bellevue.net](mailto:susan.kluthe@bellevue.net) if there are any questions concerning the above. Please complete and return this form, with or without comments, to the City Clerk's Office by the deadline date referenced above. Thank you!

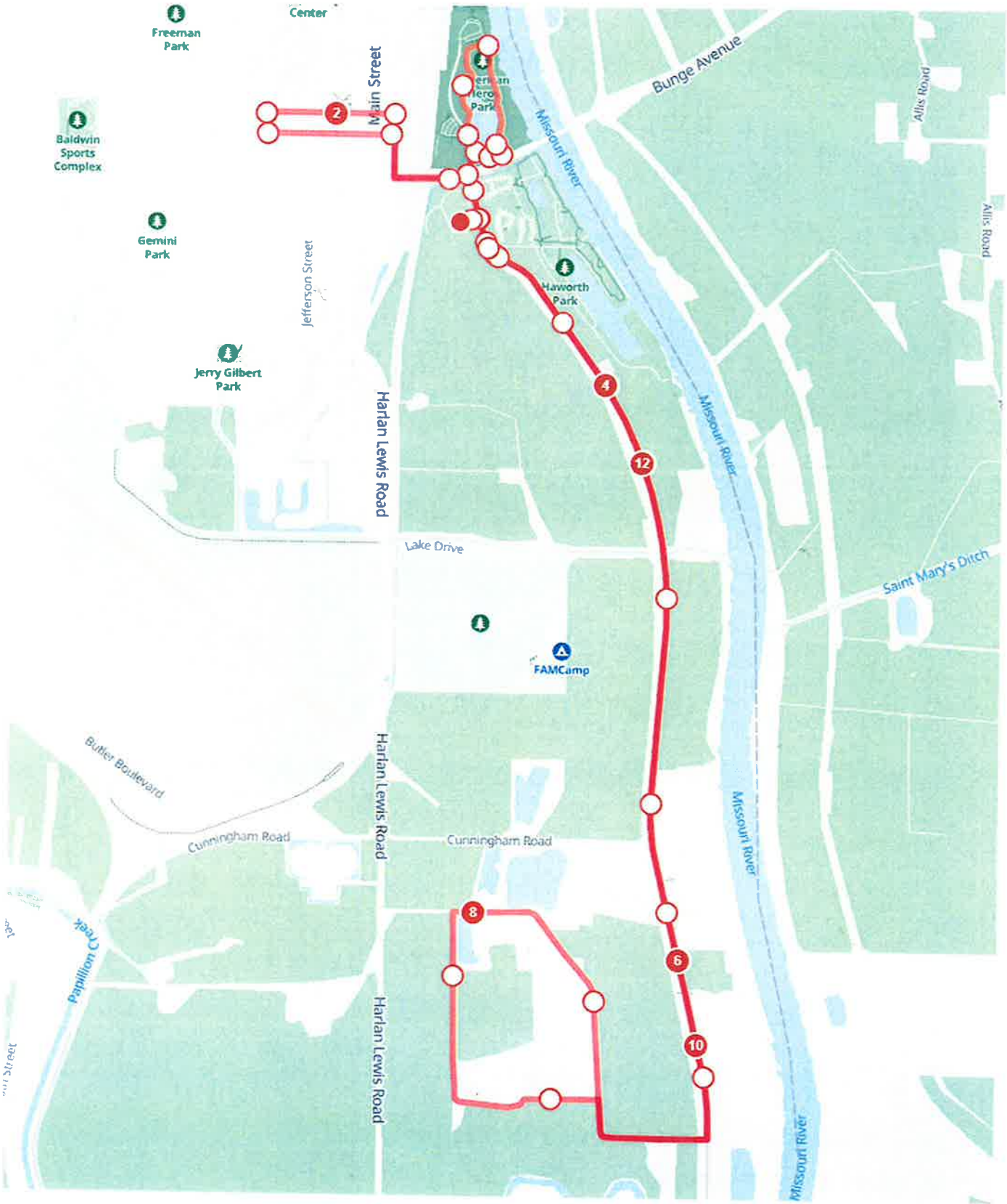
Comments

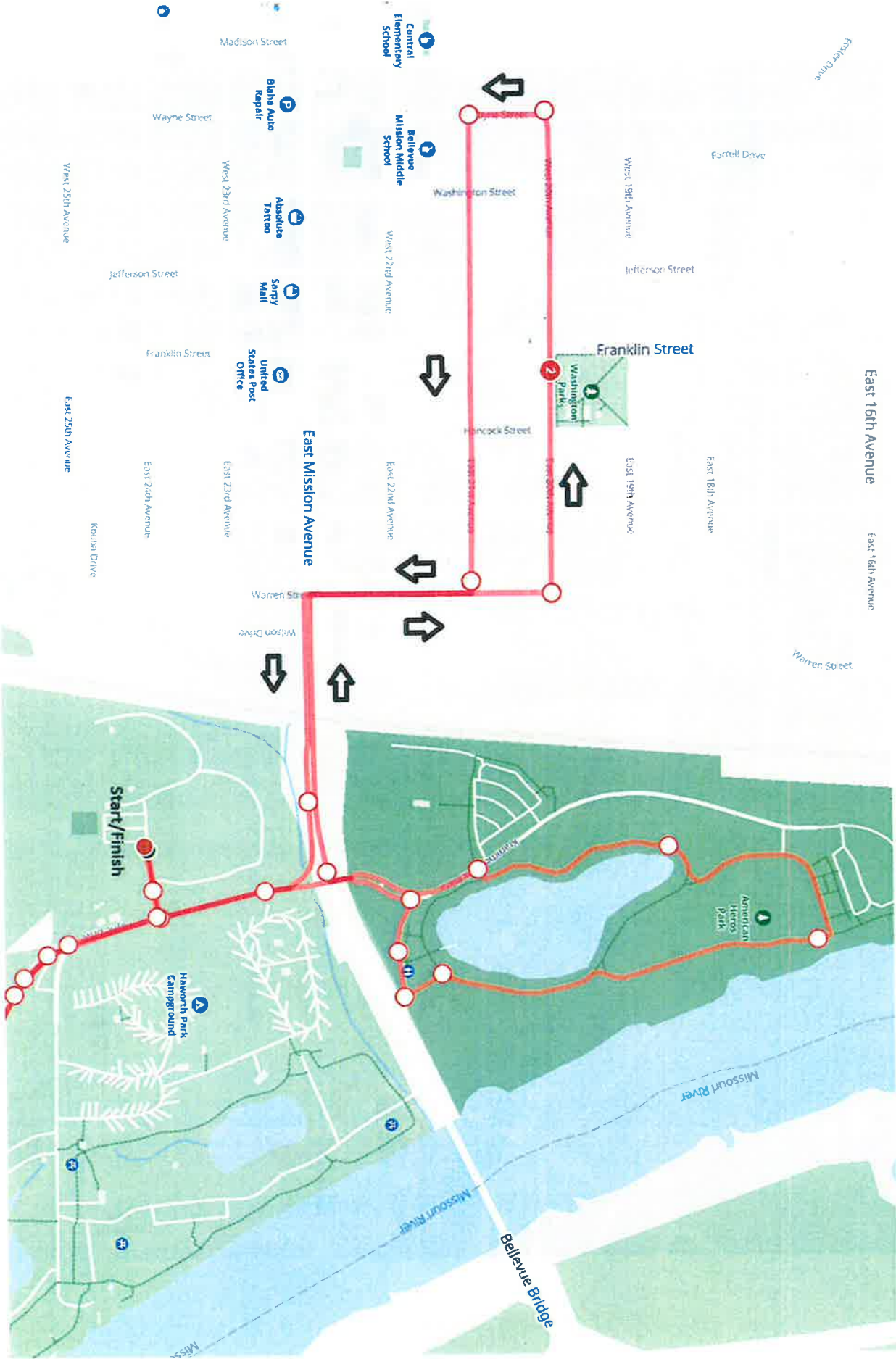
No Comments

No issue from the PD refernce traffic control. reoccurring event.

\_\_\_\_\_  
Signature or Fill in Your Name

\_\_\_\_\_  
Date







CITY OF BELLEVUE  
EVENT LICENSE REVIEW FORM

City of Bellevue  
Office of the City Clerk  
1500 Wall Street  
Bellevue, Nebraska  
68005  
(402) 293-3007

- Police Department
  - Sgt. Larry Lampman
  - Capt. Kurt Stroehcr
  - Capt. John Stuck

- Parks Department
  - Jim Shada

- Streets Department
  - Bobby Riggs

- Public Works Department
  - Dave Goedeken

FROM: Susan Kluthe

DATE: November 19, 2025

SUBJECT: Recommend approval of an Event Application for Wild Blue Running for American Heroes Half Marathon to be held on Saturday, May 23, 2025 from 6:00 a.m. to 11:00 a.m. Event will start at American Heroes parking lot by ball fields, West on Mission Avenue, North on Warren Street, West on 22nd Street, North on Washington Street, West on 21st Street, South on Wayne Street, West on 22nd Street, North on Jackson Street, East on 20th Street, South on Franklin Street, East on 22nd Street, South on Warren, cross intersection to the South side on Mission Avenue, East on Mission Avenue, South on Payne Street, South on Keystone Trail, West on Missouri River Road (would need gate open), South on 15th Avenue, West on E. Platteview, South on Missouri River Road, North on Keystone Trail, crosse Mission to finish in American Heros Park.

Please make comments on the above request and return to Susan Kluthe, by, November 26, 2025 . I can be reached at (402) 293-3007 or [susan.kluthe@bellevue.net](mailto:susan.kluthe@bellevue.net) if there are any questions concerning the above. Please complete and return this form, with or without comments, to the City Clerk's Office by the deadline date referenced above. Thank you!

Comments

No Comments

Parks Department have no issues. Thanks!

Leanna Persinger  
City of Bellevue | Parks Department  
On behalf of Jim Shada, Parks & Recreation  
Signature or Fill in Your Name

11/19/25  
Date

## Shirley Harbin

---

**From:** Bobby Riggs  
**Sent:** Thursday, November 20, 2025 7:17 AM  
**To:** Larry Lampman; Shirley Harbin; Kurt Stroehrer; John Stuck; Jim Shada; David Goedeken  
**Cc:** Leanna Persinger; Susan Kluthe  
**Subject:** RE: Wild Blue Running Half Marathon Event

No known conflicts or issues from Streets.

### Bobby Riggs

City of Bellevue  
Street Superintendent  
Office: (402) 293-3126  
E-mail: [Bobby.Riggs@bellevue.net](mailto:Bobby.Riggs@bellevue.net)



<https://bellevue.net/>

**From:** Larry Lampman <[Larry.Lampman@bellevue.net](mailto:Larry.Lampman@bellevue.net)>  
**Sent:** Wednesday, November 19, 2025 10:22 AM  
**To:** Shirley Harbin <[Shirley.Harbin@bellevue.net](mailto:Shirley.Harbin@bellevue.net)>; Kurt Stroehrer <[Kurt.Stroehrer@bellevue.net](mailto:Kurt.Stroehrer@bellevue.net)>; John Stuck <[John.Stuck@bellevue.net](mailto:John.Stuck@bellevue.net)>; Bobby Riggs <[Bobby.Riggs@bellevue.net](mailto:Bobby.Riggs@bellevue.net)>; Jim Shada <[Jim.Shada@bellevue.net](mailto:Jim.Shada@bellevue.net)>; David Goedeken <[david.goedeken@bellevue.net](mailto:david.goedeken@bellevue.net)>  
**Cc:** Leanna Persinger <[leanna.persinger@bellevue.net](mailto:leanna.persinger@bellevue.net)>; Susan Kluthe <[Susan.Kluthe@bellevue.net](mailto:Susan.Kluthe@bellevue.net)>  
**Subject:** Re: Wild Blue Running Half Marathon Event

This is a reoccurring event. From the traffic standpoint there are not issues supporting this event.

Thanks,  
Larry

Get [Outlook for iOS](#)

---

**From:** Shirley Harbin <[Shirley.Harbin@bellevue.net](mailto:Shirley.Harbin@bellevue.net)>  
**Sent:** Wednesday, November 19, 2025 10:14:08 AM  
**To:** Larry Lampman <[Larry.Lampman@bellevue.net](mailto:Larry.Lampman@bellevue.net)>; Kurt Stroehrer <[Kurt.Stroehrer@bellevue.net](mailto:Kurt.Stroehrer@bellevue.net)>; John Stuck <[John.Stuck@bellevue.net](mailto:John.Stuck@bellevue.net)>; Bobby Riggs <[Bobby.Riggs@bellevue.net](mailto:Bobby.Riggs@bellevue.net)>; Jim Shada <[Jim.Shada@bellevue.net](mailto:Jim.Shada@bellevue.net)>; David Goedeken <[david.goedeken@bellevue.net](mailto:david.goedeken@bellevue.net)>  
**Cc:** Leanna Persinger <[leanna.persinger@bellevue.net](mailto:leanna.persinger@bellevue.net)>; Susan Kluthe <[Susan.Kluthe@bellevue.net](mailto:Susan.Kluthe@bellevue.net)>  
**Subject:** Wild Blue Running Half Marathon Event



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EVENT LICENSE REVIEW FORM

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- Public Works Department
  - Dave Goedeken

FROM: Susan Kluthe

DATE: November 19, 2025

SUBJECT: Recommend approval of an Event Application for Wild Blue Running for American Heroes Half Marathon to be held on Saturday, May 23, 2025 from 8:00 a.m. to 11:00 a.m. Event will start at American Heroes parking lot by ball fields, West on Mission Avenue, North on Warren Street, West on 22nd Street, North on Washington Street, West on 21st Street, South on Wayne Street, West on 22nd Street, North on Jackson Street, East on 20th Street, South on Franklin Street, East on 22nd Street, South on Warren, cross intersection to the South side on Mission Avenue, East on Mission Avenue, South on Payne Street, South on Keystone Trail, West on Missouri River Road (would need gate open), South on 15th Avenue, West on E. Platteview, South on Missouri River Road, North on Keystone Trail, cross Mission to finish in American Heros Park.

Please make comments on the above request and return to Susan Kluthe, by, November 26, 2025 . I can be reached at (402) 293-3007 or [susan.kluthe@bellevue.net](mailto:susan.kluthe@bellevue.net) if there are any questions concerning the above. Please complete and return this form, with or without comments, to the City Clerk's Office by the deadline date referenced above. Thank you!

Comments

No Comments

Signature or Fill in Your Name

11/21/25

Date



# *City of Bellevue's* **2024-2025 Consolidated Annual Performance and Evaluation Report (CAPER)**

Prepared for and submitted to the  
U.S. Department of Housing and Urban Development  
in accordance with 24 CFR Part 91

PREPARED BY:

**CITY OF BELLEVUE  
1500 WALL STREET  
BELLEVUE, NE 68005  
(402) 293-3000  
[www.bellevue.net](http://www.bellevue.net)**



## Table of Contents

<b>CR-05 - Goals and Outcomes</b> .....	<b>3</b>
<b>CR-10 - Racial and Ethnic composition of families assisted</b> .....	<b>8</b>
<b>CR-15 - Resources and Investments 91.520(a)</b> .....	<b>9</b>
<b>CR-20 - Affordable Housing 91.520(b)</b> .....	<b>12</b>
<b>CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)</b> .....	<b>15</b>
<b>CR-30 - Public Housing 91.220(h); 91.320(j)</b> .....	<b>17</b>
<b>CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)</b> .....	<b>18</b>
<b>CR-40 - Monitoring 91.220 and 91.230</b> .....	<b>21</b>
<b>CR-58 – Section 3</b> .....	<b>24</b>
<b>Attachments</b> .....	<b>26</b>
2024 CAPER Resolution and Public Hearing.....	26
PR26 CDBG Financial Summary and Combined Reports .....	28
PR23 Summary of Accomplishments .....	34
PR06 Summary of Consolidated Plan Reports .....	38
PR03 CDBG Activity Summary Report .....	39

## **CR-05 - Goals and Outcomes**

### **Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)**

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

The City of Bellevue as entitlement community for Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development (HUD) must submit a Consolidated Annual Performance and Evaluation Report (CAPER) that explains activities completed and funds expended to meet those goals outlined in the Consolidated Plan and the Annual Action Plan. The City's 2024-2025 CAPER provides a review and evaluation of the city's progress towards meeting goals and outcomes outlined in the Annual Action Plan, summarizing the accomplishments and expenditures for the period of October 1, 2024, through September 30, 2025, and demonstrates the completion of the first year of activities to address needs and priorities outlined in the 2024-2028 Consolidated Plan.

With the annual allocation of CDBG entitlement funds, the City of Bellevue focused on efforts to improve the quality of life for low and moderate income residents through projects and resources that addressed the following Consolidated Plan goals: improvements to public facilities to support revitalization including infrastructure improvements and acquisition for new and expanded services; support the availability of public services to the low and moderate-income households; increase affordable housing opportunities through acquisition for new development; and, administration and planning for a continued successful CDBG program.

To meet Consolidated Plan goals, CDBG entitlement funding was allocated to eight projects which received approval from the Bellevue City Council in August 2024. HUD approved the Action Plan and issued a funding agreement with Bellevue in April 2025. The Harvell Drive Sidewalk improvement project was allocated funds to create an accessible neighborhood with ADA sidewalks connecting the low- and moderate-income neighborhood to the surrounding schools and facilities. Habitat for Humanity of Omaha was awarded funds for the Home Repair Program to assist low- and moderate-income homeowners with repairs to address safety concerns. Following the award of funds, the project accepted applications from eligible homeowners and is currently proceeding with four participants preparing a statement of work and completing environmental reviews. The City also awarded funds to Lift Up Sarpy Bellevue Community Response assistance program and All Seasons Foundation Assistance for Vulnerable Adults & Seniors to address emergency needs of low-income residents in Bellevue until funds are exhausted. The Bellevue Economic

Enhancemnet Foundation will utilize awarded funds for a Small Business Assistance Program that will offer small grants to Bellevue business for expansion and job creation. The Housing Foundation for Sarpy County requested and received assistance for organization capacity building for the development of affordable housing by provided for the employment of a dedicated housing development director for Bellevue.

**Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)**

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee’s program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Accessibility Improvements for Infrastructure	Non-Housing Community Development	CDBG: \$	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit	Households Assisted	2	0	0.00%			
Economic Development Facility Improvements	Economic Development	CDBG: \$	Businesses assisted	Businesses Assisted	3	0	0.00%	3	0	0.00%
Encourage Development of Affordable Housing	Affordable Housing	CDBG: \$	Other	Other	1	0	0.00%	1	0	0.00%

Enhance Homeowner and Renter Consumer Education	Affordable Housing	CDBG: \$	Other	Other	1	0	0.00%			
Enhancement to Transportation Accessibility	Non-Housing Community Development	CDBG: \$	Other	Other	1	0	0.00%			
Fair Housing Outreach	Non-Housing Community Development	CDBG: \$	Other	Other	1	0	0.00%			
Improve & Expand Availability of Public Facilities	Non-Housing Community Development	CDBG: \$	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit	Households Assisted	5	0	0.00%	1	0	0.00%
Improve and Revitalize Existing Affordable Housing	Affordable Housing	CDBG: \$	Homeowner Housing Rehabilitated	Household Housing Unit	15	0	0.00%			
Increase Affordable Housing Opportunities	Affordable Housing	CDBG: \$	Homeowner Housing Added	Household Housing Unit	2	0	0.00%			

Increase Affordable Housing Opportunities	Affordable Housing	CDBG: \$	Homeowner Housing Rehabilitated	Household Housing Unit	0	0		4	0	0.00%
Increase Employment Opportunities	Economic Development	CDBG: \$	Jobs created/retained	Jobs	10	0	0.00%			
Program Planning and Administration	Administration	CDBG: \$	Other	Other	5	0	0.00%	1	0	0.00%
Provide Community and Neighborhood Services	Non-Housing Community Development	CDBG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	12		0	12	
Provide Community and Neighborhood Services	Non-Housing Community Development	CDBG: \$	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	200	0	0.00%	90	0	0.00%

**Table 1 - Accomplishments – Program Year & Strategic Plan to Date**

**Assess how the jurisdiction’s use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.**

The summary of accomplishments below lists all activities carried out with CDBG funds during FY2024-2025 and assesses efforts to carry out the activities as described in the 2024 Action Plan. Of the \$ 782,449.27 in CDBG funds available during the program year, \$504,992.62 was expended. The total unexpended program balance of \$ 277,456.65 will be available for the specified projects in the Action Plan until subrecipient

agreements expire, and projects will be evaluated and determined if funding shall remain with that project or reallocated during the next funding cycle; it is anticipated that extension request for projects will be granted. All available funding was used to address goals identified in the Consolidated Plan and 100% was used for projects benefiting low- and moderate-income (LMI) during the certification period.

In the 2024-2028 Consolidated Plan, the City of Bellevue has identified five high priorities: maintain and increase affordable housing opportunities; improve the availability and accessibility to public infrastructure; encourage economic development through business growth and job creation; increase and expand public service availability; and administration of the CDBG program. As part of the 2024 program year, all eight activities selected by the City supported high priorities including: improve accessibility to public infrastructure with the installation of sidewalks along Harvell Drive; maintain affordable housing through a rehabilitation program with Habitat for Humanity and expand affordable housing options by increasing the capacity of local nonprofit, the Housing Foundation for Sarpy County; BPS Family Literact Program, All Seasons Foundation and Lift Up Sarpy Bellevue Community Assistance program assisted with increasing and expanding public service availability; encourage business growth and job creation by assisting small business with the Bellevue Economic Enhancement Foundation; and program administration for the CDBG program.

There are additional activities funded in previous years which continue to support Consolidated Plan goals include: ENCAP Food Pantry equipment purchase assistance for food pantry expansion in 2021; Bellevue Volunteer Fire Hall Facility Upgrades Phase II project in 2022; North Bellevue Sidewalk rehabilitation project for accessibility, Habitat for Humanity of Omaha for the home repair program, Lift Up Sarpy Community Assistance, All Season Assistance for Vulnerable Seniors, and BJSAP Participation Assistance Program for participation assistance in 2023;

The completion of these projects all followed CDBG regulations, no action or willful inactions were taken to hinder the progress of the projects described in the Consolidated Plan, and all the funds except for administration and planning were committed to the benefit of low- to moderate-income persons living in the City of Bellevue, thus meeting the National Objectives for the CDBG program.

## CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

	CDBG
White	84
Black or African American	30
Asian	1
American Indian or American Native	0
Native Hawaiian or Other Pacific Islander	1
<b>Total</b>	<b>116</b>
Hispanic	5
Not Hispanic	111

Table 2 – Table of assistance to racial and ethnic populations by source of funds

### Narrative

The table above presents data for families and persons assisted by CDBG funded activities. In addition to the persons reported in the table above, the City of Bellevue also reported in the IDIS system a count for Black/African American & White (10) and Other Multi-Racial (1) persons assisted. These additional numbers would make the Total assisted by the City's CDBG programs to 127.

The City also provided an area benefit to 3,195 and 1,005 persons through the North Bellevue and Harvell Drive Sidewalk improvement projects respectively. The Harvell Drive Sidewalk Improvement project benefited 1,005 people and 63.9% low- and moderate-income households. The North Bellevue Sidewalk Improvement project benefited 3,195 people of which 54.9% were low- and moderate-income households.

Of the families assisted with CDBG projects, 24 were from female head of household families and 7 were from elderly households.

The City of Bellevue continues to expand outreach to all low- and moderate-income families in the community. The City funded projects have aided low- and moderate-income areas as well as programs that assist person and household. The information above is supplemented with the PR-23 and PR-03.

## CR-15 - Resources and Investments 91.520(a)

### Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	315,504	

Table 3 - Resources Made Available

### Narrative

During the 2024 fiscal year, the City of Bellevue received an annual allocation of CDBG funding in the amount of \$ 315,504.00. These funds were available to funds projects during the application process. The City also managed resources that were allocated out during previous funding cycles. The unexpended balance of CDBG funds from previous years included \$466,945.27. The PR26 shows this amount after an adjustment was made to the total available amount to account for funds that were returned to the line of credit during the 2022 fiscal year in the amount of \$5,562.06. With the adjustment to compute total available, the PR26 reflects the same line of credit balance shown in the PR01 report available in IDIS.

During the funding cycle, the CDBG entitlement funding were allocated to eligible to projects that submitted an application during annual funding cycle. The table above illustrates the total amount of funding made available to the City of Bellevue during the FY2024-2025. The total amount of CDBG entitlement funds expended during the year was \$504,992.62. Total amount available and the amount expended can be found in the PR26 report provided in the attachments.

### Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
City of Bellevue	100	100	

Table 4 – Identify the geographic distribution and location of investments

### Narrative

The City of Bellevue distributes funding through a competitive application process. Emphasis is placed on projects that met the Consolidated Plan goals and address needs of low- and moderate-income persons, households, or areas. While the City does emphasize assisting LMI areas, the funding of specific activities is based upon an evaluation of each project's ability to meet the need identified in the Consolidated Plan and have the greatest impact on the City's low- and moderate-income population.

Of the eight projects funded during the 2024 fiscal year, one had specific locations, Harvell Drive Sidewalk Improvement project, which is located in a low-and moderate-income census tract. The Habitat for Humanity Home Repair Project and Bellevue Economic Enhancement Foundation will select sites based

on applications received and are pending.

The remaining projects are public services activities and will directly assist low- and moderate-income individuals and households city-wide.

## Leveraging

**Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.**

The City of Bellevue is an entitlement community for CDBG funding and does not receive any additional funding from HUD. During the annual funding cycle, the City does not require match funding to a project application, but does emphasize providing leveraged funding from projects seeking CDBG funds. Agencies are required to identify their efforts to obtain additional resources to assist with their projects as part of the application packet.

The City does encourage and support community organizations to seek other grants through private, public, state and federal grants to supplement CDBG improvement projects. As in the past, the City of Bellevue will be as creative as possible to find other sources of funding from state, federal, private developer, tax-credits, loans, and local funds in order to develop and deliver efficient and cost-effective projects.

As part of the 2024 Action Plan, the projects which have planned leveraged funds to complete the identified activities were the Habitat for Humanity Home Repair Program, Lift Up Sarpy Bellevue Community Response, and BVFD Facility Upgrade Phase II projects are all open and continue to move forward with leveraged funds included in the final accomplishment report.

During FY 2024-2025, subrecipients reported the following leveraged funds: Lift Up Sarpy Bellevue Emergency Assistance program, \$47,463.00; BVFD Facility Upgrades Phase II, \$24,453.83; and, Habitat for Humanity Home Repair Program, \$13,489.56, for a total of \$85,406.39 in leveraged funds.

During the 2024 program year, the Harvell Drive Sidewalk Improvement Project was located in public right of way in a city street. No other publicly owned land or property was utilized for activities identified in the Annual Action Plan.

## CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	0	0
Number of Special-Needs households to be provided affordable housing units	0	0
<b>Total</b>	<b>0</b>	<b>0</b>

Table 5 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	4	0
Number of households supported through Acquisition of Existing Units	0	0
<b>Total</b>	<b>4</b>	<b>0</b>

Table 6 – Number of Households Supported

**Discuss the difference between goals and outcomes and problems encountered in meeting these goals.**

During the 2024-2028 Consolidated Plan, the City of Bellevue identified increase and maintaining affordable housing supply as a priority need. During the 2024 program year, funds were allocated to two activities that supported housing projects in Bellevue: Habitat for Humanity Home Repair Program, which will use assistance provided through CDBG to provided owner occupied housing rehabilitation assistance to low- and moderate-income owner-occupied housing structures in the city limits of Bellevue, and the Housing Foundation for Sarpy County Development Director Assistance Capacity Building, which will help

the nonprofit to develop and expanded their capacity to address affordable housing in the Bellevue community. Beneficiaries are shown in the PR03 and PR23 reports included in the attachments.

All 2024 activities were delayed due to administration delays between HUD and the City of Bellevue. The 2024 CDBG Funding Agreement was executed April 1, 2025, with subrecipient agreements executed May 6, 2025. The Habitat for Humanity Home Repair Program anticipates assisting four low- and moderate-income households with emergency home repair projects. The activity is on going and anticipates meeting the projected benefit in 2026.

**Discuss how these outcomes will impact future annual action plans.**

While many of the delays in the project occurred due to the delayed approval of the Action Plan and funding agreements, the City will continue to include timeline projections during the application process and working directly with subrecipients to address any concerns to timely completion of projects throughout the year to encourage appropriate implementation of projects.

**Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.**

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	0	0
Low-income	0	0
Moderate-income	0	0
<b>Total</b>	<b>0</b>	<b>0</b>

**Table 7 – Number of Households Served**

**Narrative Information**

The City of Bellevue is not a HOME recipient.

The definition for “worst case” according to the Worst-Case Housing Needs: 2021 Report to Congress is a renter household that is very low income – household incomes at or below 50 percent of the area median income (AMI), do not receive government housing assistance, and pay more than one-half of their income for rent, live in severely inadequate conditions, or both. HUD’s estimates of worst-case needs are based primarily on data from the American Housing Survey (AHS). It is difficult to find out the number of low-income renter households who spend more than half their income on rent, unless those households offer information.

To address the worst-case housing need, the City provided funds in the 2024 Action Plan for to Lift Up Sarpy County Community Assistance Program to assist families facing housing and utilities assistance facing emergencies and the All Seasons Foundation for assistance to vulnerable and elderly adults in the community. Habitat for Humanity was provided funding to assist with address emergency housing rehabilitation needs.

The City of Bellevue does not receive HOME funds to assist with addressing worst case needs. The Section 8 program and housing voucher are offered through the Bellevue Housing Authority. Homeless needs have been comprehensively addressed through the Continuum of Care and specific activities that are identified in the Annual Action Plan

## **CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)**

**Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:**

### **Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs**

The City of Bellevue also relies on the Threshold Continuum of Care for the Homeless, previously known as Metropolitan Area Continuum of Care for Homeless, to assist with providing activities and projects directly to the homeless and other special needs populations.

During the 2024 program year, the City continued to work with Lift Up Sarpy County and All Seasons Foundation to prevent homeless in families facing financial hardship. Through the activity, the City was able to prevent homelessness for 54 individuals.

Due to limited resources, the City encourages and supports the efforts of community-based organizations to seek other Federal, State, and local public and private sector resources to address the identified needs of the homeless persons, those at risk of becoming homeless, and special needs populations,

### **Addressing the emergency shelter and transitional housing needs of homeless persons**

Through Threshold's network of providers working day to day with homeless, they are most capable of reaching out to the homeless population and assessing their individual needs. Heartland Family Service is assisting homeless persons with identifying and placement for permanent housing and Lift Up Sarpy County works with serves providers across the county and in Bellevue to address needs of low-income households. The City has limited funding and is only a recipient of CDBG funds from HUD.

### **Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs**

The City has not adopted any specific strategies to address homelessness, and the priority need of homeless persons. This is due to the very limited funding availability and the lack of existing combined data on homeless people in Bellevue and Sarpy County. The City continues to work with service organization present in the community to identify gaps in service for Bellevue as part of organization's service area. At the current time, the City utilizes each non-profits service data to review the needs on an individual basis. As gaps in services are identified, Bellevue will work with area agencies to develop programs and projects to help address the need and end homelessness.

**Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again**

The City of Bellevue continues to support the Bellevue Housing Authority who administers the housing choice voucher program for the Bellevue community. The City works with Threshold and area non-profits to identify gaps in service for Bellevue and to identify partners to help develop programs and projects that will be eligible for future grant funding as well as additional federal funds to assist with the transition to permanent housing and decrease the wait time for assistance.

## **CR-30 - Public Housing 91.220(h); 91.320(j)**

### **Actions taken to address the needs of public housing**

The Bellevue Housing Authority is the primary provider of housing to very low-income household in the City of Bellevue. During the 2024 Action Plan, no funds or programs were directly allocated to meet public housing needs. The City continues to work with Bellevue Housing Authority to identify housing needs in the community and research funding sources to help address those needs.

The Bellevue Housing Authority and the Housing Foundation for Sarpy County provided much needed assistance to administer rental and mortgage assistance not only from the City of Bellevue CDBG-CV funding but also from the State of Nebraska.

During the 2024 Action Plan, the City of Bellevue allocated a portion of CDBG assistance to the Housing Foundation for Sarpy County to increase capacity to address the affordable housing need through outreach and development of affordable housing development projects. During the 2021 Action Plan, the Housing Foundation's approved project included funding to acquire a vacant lot that could be utilized for a mixed-use development. The activities remained open during the fiscal year 2024. The Housing Foundation continues to work towards identifying a lot which will meet the identified needs.

### **Actions taken to encourage public housing residents to become more involved in management and participate in homeownership**

With limited funding available, the City of Bellevue did not fund a project encouraging public housing residents to become more involved in management and to participate in homeownership. The Bellevue Housing Authority does provide Rentwise curriculum to residents as well as family self-sufficiency programs. The City will continue to provide support to the Bellevue Housing Authority in the search for additional funding to support future ventures.

### **Actions taken to provide assistance to troubled PHAs**

None. The Bellevue Housing Authority is not identified as troubled.

## **CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)**

**Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)**

In an effort to address any negative effects of public policy on affordable housing, the City of Bellevue utilizes various opportunities for input and review prior to the approve of policies or programs. CDBG staff participate in various events throughout the year to ensure the City continues to focus on affordable housing. These events include, but are not limited to, the annual strategic planning meetings where staff and the public can discuss the priorities and goals for the city as a whole throughout the next year, the development of the City's Capital Improvement Plan, regular attendance at agenda meetings and City Council meeting to continue to remain on the forefront of City issues that may affect affordable housing.

During 2024, the City of Bellevue continued to follow the affordable housing action plan that was develop and approved by Bellevue City Council in 2022 in accordance with Nebraska State Statues. The plan is begin prepared with the guidance of a local Housing Steering Committee and will include statistical trends and projections, housing unit "target" demand information, local Community Survey results, and strategies for the development of affordable housing in Bellevue.

Also during 2023, the City of Bellevue was award CDBG-DR funding through the State of Nebraska Department of Economic Development to prepare a housing resilience plan for Bellevue, Papillion and the extra-territorial jurisdiction. The City developed an RFP and selected a contractor to assist with the development of a housing resilience plan in April 2025. It is anticipated that the plan will be presented for approval in December 2025.

## **Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)**

In addition to obstacles identified in the Consolidated Plan, no additional obstacles to meeting the underserved needs were identified during the 2024 program year. The City will continue to identify community partners and work towards addressing the needs of the underserved in the community as they are identified. The limited funding available affects the actions available to address obstacles; the City research funding opportunities and works with non-profits to pursue additional funding sources.

The coronavirus pandemic has highlighted the need for assistance for households who have lost employment and face homelessness. The City is working with subrecipients to respond to the need through the CDBG-CV program and working with them to identify ways to address the need when CARES Act funding is exhausted. In addition to providing rental and mortgage assistance, the City also provided funding to ENCAP to expand the food pantry hours of service to provide additional outreach to those in need.

### **Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)**

As part of the critical and emergency home repair program, the City of Bellevue provided lead hazard information to homeowners and will assist with address lead-based paint abatement in homes were funding above the limited outlined is provided. All activities with Habitat for Humanity of Sarpy County includes requirements for lead-based paint hazard, testing, and remediation. With limited CDBG funds available, the City will continue to pursue additional funds for lead-based paint educations, partnerships to address lead-based paint testing needs for households, and assistance for contractors with training opportunities.

### **Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)**

A primary method to reduce poverty is to enhance employment for residents and promote self-sufficiency. This includes creating job opportunities, assistance programs and overall community improvement for Bellevue residents by supporting existing businesses, public service programs, and bringing additional economic forces and investment to the City thereby increasing overall opportunities for local employment.

The City did not use CDBG funds in direct effort to reduce the number of poverty-level families in Bellevue during the fiscal year 2024. The City funded the Habitat for Humanity Home Repair Program which is available of poverty-level families living in a single-family housing structure.

All of the activities funded through the CDBG program are available to poverty level families, and the City has sought to balance the investment of federal funds between the priorities outlined in the Consolidated Plan. A detailed breakdown of the CDBG awarded activities and accomplishments reported for each is available in the PR03 CDBG Activity Summary Report available in the attachments to this document.

The City will continue to work with community leaders and businesses to identify opportunities to increase employment options and services in our community for low- and moderate-income residents to increase financial independence.

### **Actions taken to develop institutional structure. 91.220(k); 91.320(j)**

With limited funding, the City does not have the capacity to address homeless populations, persons with special needs, or the various public services needs of the low- and moderate-income individuals in our community without the assistance of community partners. Throughout 2024, the City's CDBG staff participated in various community meetings, housing task force meetings and developed connections with various stakeholders throughout the community to develop participation in the Consolidated Plan and its issues as well as expand the program and institutional structure to reach more residents. The CDBG Consolidated Plan was developed in conjunction with updates to the City's Comprehensive Plan that

outlines development throughout the city limits. By adding to the number of partner agencies, the City hopes to enhance the coordination amount partners and further examine the needs of the homeless and at-risk population, developing data sources to ensure the more recent information is available, and provide outreach and information to at-risk population addressing the needs when identified.

**Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)**

The City of Bellevue continued to maintain connection with Threshold to ensure the City is an active participant in the non-profits outreach efforts.

The City partners with the City of Omaha, City of Papillion, City of Council Bluffs, the Bellevue Housing Authority, and other housing authorities in the area to develop a regional approach to fair housing and homelessness efforts. By creating a regional approval, the City hopes to develop partnerships to create a comprehensive approach to address issues as they arise and create a collaborative approach to funding opportunities.

**Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)**

Following flooding in the Spring of 2019, the City of Bellevue joined the Housing Task Force of Sarpy County to begin efforts to address housing needs that raised from housing damaged by flooding. To encourage participation for all residents, the City of Bellevue has developed a Limited English Proficiency Plan to address the needs for a small population with a wide variety of languages spoken in the community. The plan continues to be reviewed and developed as new partners and resources are identified. The City received various calls regarding housing discrimination during the COVID-19 pandemic and those complainants were referred to the Fair Housing Center of Nebraska and Iowa for additional assistance.

During 2022, the City of Bellevue began work on an affordable housing action plan as required by Nebraska State Statues. The plan was prepared with the guidance of a local Housing Steering Committee and will include statistical trends and projections, housing unit “target” demand information, local Community Survey results, and strategies for the development of affordable housing in Bellevue. The Affordable Housing Action Plan was present to the Bellevue City Council in December 2022.

## **CR-40 - Monitoring 91.220 and 91.230**

**Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements**

The CDBG Program Specialist manages all CDBG projects and subrecipients, carries out the day-to-day operations, and implementation of funded activities with the help of the Finance Department. The monitoring process helps to facilitate the evaluation of program accomplishments in relation to the goals and objectives established in project proposals and contracts by allowing the City to review all programs and housing service providers to assess strengths, weaknesses, performance capabilities and accomplishments. Information gained from the review gives the City an opportunity to determine which programs and/or strategies are working, if benefits are being achieved, needs being met and accomplishment of objectives. Both qualitative and quantifiable methods of evaluation are utilized.

Due to the coronavirus pandemic, the monitoring procedures were amended during the 2020 program year to reduce the number of in-person meetings with subrecipients. The City continues to monitor subrecipients via phone and email conversations, pre-award review, invoice submissions, and quarterly performance reports. Following the receipt of reports, the CDBG Program Specialist conducts a project review and contacts subrecipients with questions and concerns. In person meetings are held when there are outstanding concerns regarding the CDBG project and during the close out procedures following the completion of the CDBG activity.

The City of Bellevue uses an application process to distribute funding and select subrecipients to administer CDBG funded programs. In order to ensure that CDBG-funded activities are meeting a national objective; addressing priority needs described in this Consolidated Plan; and complying with federal program standards, a subrecipient agreement is executed and several forms of subrecipient monitoring are undertaken.

Prior to the execution of agreements with subrecipients, the CDBG Program Specialist holds a meeting to discuss the contract requirements, record-keeping and documentation requirements, among other CDBG-related topics. For invoice submission, subrecipients are required to submit supporting documentation (i.e. invoices, time sheets, etc.) with requests for reimbursement; support documentation is reviewed thoroughly to ensure compliance. Along with on-going monitoring, each subrecipient will be monitored on-site annually.

All purchases, including purchases under the CDBG Program, are subject to the City's Purchasing Manual. Small purchases in the aggregate follow documented price and rate quote processes. Purchases of goods and service more than the purchase ceiling follow formal RFQ, RFP or closed sealed bid processes and are subject to Council approval. All opportunities for contractors with the CDBG program are published in the local paper and posted on the City's website. The CDBG staff works with Permits and Inspections to notify

contractors as they apply for City licenses about the bid opportunities through the City's grant program.

The CDBG Program Specialist and other staff continually review the program to identify concerns and address any issues. Currently, the City is in the process of updating the application process, subrecipient oversight and monitoring efforts to include a risk analysis and include in the subrecipient agreements a clause allowing for only a one-year extension of the agreement with a proposed workout plan.

### **Citizen Participation Plan 91.105(d); 91.115(d)**

#### **Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.**

The City of Bellevue adopted a revised Citizen Participation Plan in July 2020 to meet all requirements for the CDBG Coronavirus funding through the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) and regulations published in the Federal Register Docket No. FR-6218-N-01. A copy of plan is available on the City of Bellevue's website at all times and by contacting the City's CDBG Program Specialist. The plan places emphasis on: (1) encouraging the participation of all citizens, local and regional institutions, public housing agencies, non-profit organizations, city departments, contractors, faith-based organizations, and other interested parties during the development of all plans, reports, and any substantial amendments, (2) requires a 15 day comment period before a public hearing, (3) requires at least 3 public hearings during each Program Year (one during the plan's development, one a during the draft availability, and one during the annual performance evaluation), (4) provides full access to records and information regarding all aspects of the CDBG Program, (5) non-English speaking and hearing impaired residents are provided reasonable accommodation when notified prior to hearing, and (6) provides guidance for a contingency plan in the event of an emergency or disaster

The CAPER was developed by the City of Bellevue and a draft will made available for public comments during a fifteen-day comment period. Notice was published in the area media outlets on Novmebr 26, 2025, and the CAPER was available for review at the following locations: Bellevue City Hall, City Clerk's Office, 1500 Wall Street, Bellevue, NE 68005, Hours Monday – Friday 8:00 a.m. to 4:30 p.m. (City Clerk and CDBG Offices); Bellevue Public Library, 1003 Lincoln Road, Bellevue, NE 68005, Hours: Monday – Thursday 9:00 a.m. to 9:00 p.m.; Friday and Saturday 9:00 a.m. to 5:00 p.m.; Sunday 12:00 p.m. to 5:00 p.m.; Bellevue Housing Authority, 8214 Armstrong Circle, Bellevue, NE 68005, Monday – Friday, 8:00 a.m. to 4:30 p.m.; Bellevue Public Schools Lied Activity Center, 2700 Arboretum Dr, Bellevue, NE 68005, Tuesday, Thursday and Friday - 6:00 a.m. to 10:00 p.m. Wednesday - 6:00 a.m. to 7:00 p.m., Saturday - 8:00 a.m. to 5:00 p.m., Sunday - 12 noon - 5:00 p.m.; and City of Bellevue website at [www.bellevue.net](http://www.bellevue.net).

Following the public comment period, a public hearing was held on December 16, 2025, during the City Council regularly scheduled meeting and residents were provided the opportunity to submit verbal comments regarding the CAPER. No comments were received. If any comments are received, they are included with the final CAPER.

## **CR-45 - CDBG 91.520(c)**

**Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.**

The City has not made any major changes to the CDBG program in the last year. The program continues to focus on:

- Encouraging economic develop through business development assistance and commercial rehabilitation.
- Improve public facilitates to support revitalization in neighborhoods and infrastructure improvements in support of economic development.
- Increase affordable housing supply by maintaining affordable housing stock and encouraging the production of affordable rental units.
- Provide community and neighborhood services to address identified gaps in services and expanded fair housing information and service.

The City is continuing to manage and review the program to ensure efficiency. As a result, there are proposed changes begin drafted for the program in the upcoming year to guarantee the program is up to date with current changes in regulations including an updates to Davis-Bacon Prevailing Wage regulations due to pending court cases, and the expiration of waivers for the Build America, Buy America Act.

**Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?**

No

**[BEDI grantees] Describe accomplishments and program outcomes during the last year.**

### CR-58 – Section 3

Identify the number of individuals assisted and the types of assistance provided

<b>Total Labor Hours</b>	<b>CDBG</b>	<b>HOME</b>	<b>ESG</b>	<b>HOPWA</b>	<b>HTF</b>
Total Number of Activities	1	0	0	0	0
Total Labor Hours	0				
Total Section 3 Worker Hours	0				
Total Targeted Section 3 Worker Hours	0				

**Table 8 – Total Labor Hours**

<b>Qualitative Efforts - Number of Activities by Program</b>	<b>CDBG</b>	<b>HOME</b>	<b>ESG</b>	<b>HOPWA</b>	<b>HTF</b>
Outreach efforts to generate job applicants who are Public Housing Targeted Workers					
Outreach efforts to generate job applicants who are Other Funding Targeted Workers.					
Direct, on-the job training (including apprenticeships).					
Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.					
Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).					
Outreach efforts to identify and secure bids from Section 3 business concerns.					
Technical assistance to help Section 3 business concerns understand and bid on contracts.					
Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.					
Provided or connected residents with assistance in seeking employment including: drafting resumes, preparing for interviews, finding job opportunities, connecting residents to job placement services.					
Held one or more job fairs.					
Provided or connected residents with supportive services that can provide direct services or referrals.					
Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.					
Assisted residents with finding child care.					
Assisted residents to apply for, or attend community college or a four year educational institution.					
Assisted residents to apply for, or attend vocational/technical training.					
Assisted residents to obtain financial literacy training and/or coaching.					
Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.					
Provided or connected residents with training on computer use or online technologies.					
Promoting the use of a business registry designed to create opportunities for disadvantaged and small businesses.					
Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.					

Other.					
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**Table 9 – Qualitative Efforts - Number of Activities by Program**

**Narrative**

The City of Bellevue provides information regarding Section 3 in all construction project bid documents, preconstruction meeting, and technical assistance sessions which included CDBG funding.

The table above reports on Section 3 and Targeted Section 3 labor hours and qualitative efforts taken to conduct outreach and recruit Section 3 and Targeted Section 3 workers to reach safe harbor standard. There is two activities that were active in the 2024 fiscal year that would fall under the Section 3 rule: Harvell Drive Sidewalk Project and the Bellevue Volunteer Fire Hall Facility Upgrade Phase II. Both activities remain open and are working on the final Section 3 report for labor hours during the project.

The activity conducted the following qualitative outreach efforts to comply with Section 3: (1) Reviewed Section 3 requirements at pre-agreement meeting with subrecipients, (2) Reached out to organizations when new hire opportunities arose on project to actively recruit Section 3 and Targeted Section 3 workers, and (3) Assisted with utilization of the Section 3 portal to identify Section 3 contractors and assist with the steps for Section 3 new hires. Due to the abbreviated timeframe the project has been under construction, the project will report on Section 3 in greater detail in future CAPERs.

The City will continue to work with subrecipient encourage the utilization of Section 3 business concerns and employees while developing materials for contractors to assist with meeting the safe harbor standard.

# Attachments

## 2024 CAPER Resolution and Public Hearing

### RESOLUTION 2025-

#### **A RESOLUTION AUTHORIZING THE SUBMISSION OF THE CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT FOR THE 2024-2025 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM YEAR TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.**

**WHEREAS**, the City of Bellevue receives Community Development Block Grant (CDBG) funds as an entitlement jurisdiction from the U.S. Department of Housing and Urban Development (HUD) under Title I of the Housing and Community Development Act of 1974; and

**WHEREAS**, HUD requires CDBG entitlement jurisdictions complete and submit an annual summary of their grant programs through a report known as the Consolidated Annual Performance and Evaluation Report (CAPER) for each program year; and

**WHEREAS**, the CAPER was prepared in accordance with HUD regulations and provides information about the program year's accomplishments and how the projects met goals and objectives in the 2024-2028 Consolidated Plan; and

**WHEREAS**, the City provided a 15-day public comment period for the purpose of receiving written and oral comments and conducted a public hearing on December 16, 2025, for the CAPER.

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

- a.) Approves the 2024-2025 Consolidated Annual Performance and Evaluation Report (CAPER); and
- b.) Authorizes the Mayor to submit on behalf of the City of Bellevue the CAPER to the U.S. Department of Housing and Urban Development (HUD); and
- c.) Allows staff to make minor technical modifications and/or necessary corrections to the CAPER as required by HUD.

PASSED AND APPROVED, by the Mayor and City Council of the City of Bellevue, State of Nebraska, on this the 16<sup>th</sup> day of December 2025.

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Rusty Hike, Mayor

(SEAL)

ATTEST:

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Susan Kluthe, City Clerk

**CITY OF BELLEVUE**  
**NOTICE OF PUBLIC HEARING AND AVAILABILITY OF THE**  
**2024-2025 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT**

TO ALL INTERESTED AGENCIES GROUPS AND INDIVIDUALS:

The City of Bellevue announces the availability of the draft 2024-2025 Consolidated Annual Performance and Evaluation Report (CAPER). The CAPER outlines progress made in achieving goals established in the 2024-2025 Consolidated Plan and activities outlined in the 2024 Annual Action Plan. The draft report includes: information regarding amount of funds invested in projects and activities; (2) descriptions of households assisted through investment of these funds; and (3) other information relevant to the status of grant-funded projects administered by the City of Bellevue which affect local housing and community development needs. The draft CAPER covers the period of October 1, 2024, through September 30, 2025. Copies may be viewed electronically on the on the City of Bellevue website at [www.bellevue.net](http://www.bellevue.net) and paper copies can be requested by contacting the City of Bellevue CDBG program. Copies of the report may also be available at the following locations: Bellevue City Hall, City Clerk's Office, 1500 Wall Street, Bellevue, NE 68005; Bellevue Public Library, 1003 Lincoln Road, Bellevue, NE 68005; Bellevue Housing Authority, 8214 Armstrong Circle, Bellevue, NE 68005; and Bellevue Public Schools Lied Activity Center, 2700 Arboretum Dr, Bellevue, NE 68005

A public hearing for the purpose of obtaining comments on the draft 2024-2025 CAPER is scheduled for: Tuesday, December 16, 2025, at 6:00 PM during the Bellevue City Council meeting in the Council Chambers, 1500 Wall Street, Bellevue, Nebraska 68005. The location of the public hearing is wheelchair accessible. If special accommodations for persons with disabilities or non-English speaking persons are needed, please contact the City Clerk at (402) 293-3007 no later than December 11, 2025. Questions, comments or suggestions are encouraged concerning the 2024-2025 CAPER and will be accepted until December 15, 2025. Any questions, comments or suggestions received during the comment period or during the public hearing on December 16, 2025, will be included with the final CAPER submitted to HUD. All interested parties may submit written comments to the City of Bellevue, CDBG Program, 1500 Wall Street, Bellevue, NE 68005; by email to [abby.highland@outlook.com](mailto:abby.highland@outlook.com); or contact by phone at (402)293-3000. The approved 2024-2025 CAPER will be submitted to the U.S. Department of Housing and Urban Development on or before December 19, 2025.



Office of Community Planning and Development  
 U.S. Department of Housing and Urban Development  
 Integrated Disbursement and Information System

DATE: 11-24-25  
 TIME: 11:57  
 PAGE: 1

PR26 - CDBG Financial Summary Report

Program Year 2024

BELLEVUE , NE

PART I: SUMMARY OF CDBG RESOURCES

01 UNEXPENDED CDBG FUNDS AT END OF PREVIOUS PROGRAM YEAR	472,507.33
02 ENTITLEMENT GRANT	315,504.00
03 SURPLUS URBAN RENEWAL	0.00
04 SECTION 108 GUARANTEED LOAN FUNDS	0.00
05 CURRENT YEAR PROGRAM INCOME	0.00
05a CURRENT YEAR SECTION 108 PROGRAM INCOME (FOR SI TYPE)	0.00
06 FUNDS RETURNED TO THE LINE-OF-CREDIT	0.00
06a FUNDS RETURNED TO THE LOCAL CDBG ACCOUNT	0.00
07 ADJUSTMENT TO COMPUTE TOTAL AVAILABLE	(5,562.06)
08 TOTAL AVAILABLE (SUM, LINES 01-07)	782,449.27

PART II: SUMMARY OF CDBG EXPENDITURES

09 DISBURSEMENTS OTHER THAN SECTION 108 REPAYMENTS AND PLANNING/ADMINISTRATION	447,905.84
10 ADJUSTMENT TO COMPUTE TOTAL AMOUNT SUBJECT TO LOW/MOD BENEFIT	0.00
11 AMOUNT SUBJECT TO LOW/MOD BENEFIT (LINE 09 + LINE 10)	447,905.84
12 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	57,086.78
13 DISBURSED IN IDIS FOR SECTION 108 REPAYMENTS	0.00
14 ADJUSTMENT TO COMPUTE TOTAL EXPENDITURES	0.00
15 TOTAL EXPENDITURES (SUM, LINES 11-14)	504,992.62
16 UNEXPENDED BALANCE (LINE 08 - LINE 15)	277,456.65

PART III: LOWMOD BENEFIT THIS REPORTING PERIOD

17 EXPENDED FOR LOW/MOD HOUSING IN SPECIAL AREAS	0.00
18 EXPENDED FOR LOW/MOD MULTI-UNIT HOUSING	0.00
19 DISBURSED FOR OTHER LOW/MOD ACTIVITIES	447,905.84
20 ADJUSTMENT TO COMPUTE TOTAL LOW/MOD CREDIT	0.00
21 TOTAL LOW/MOD CREDIT (SUM, LINES 17-20)	447,905.84
22 PERCENT LOW/MOD CREDIT (LINE 21/LINE 11)	100.00%

LOW/MOD BENEFIT FOR MULTI-YEAR CERTIFICATIONS

23 PROGRAM YEARS(PY) COVERED IN CERTIFICATION	PY: 2024 PY: PY:
24 CUMULATIVE NET EXPENDITURES SUBJECT TO LOW/MOD BENEFIT CALCULATION	447,905.84
25 CUMULATIVE EXPENDITURES BENEFITING LOW/MOD PERSONS	447,905.84
26 PERCENT BENEFIT TO LOW/MOD PERSONS (LINE 25/LINE 24)	100.00%

PART IV: PUBLIC SERVICE (PS) CAP CALCULATIONS

27 DISBURSED IN IDIS FOR PUBLIC SERVICES	50,920.14
28 PS UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	38,990.65
29 PS UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	42,585.79
30 ADJUSTMENT TO COMPUTE TOTAL PS OBLIGATIONS	0.00
31 TOTAL PS OBLIGATIONS (LINE 27 + LINE 28 - LINE 29 + LINE 30)	47,325.00
32 ENTITLEMENT GRANT	315,504.00
33 PRIOR YEAR PROGRAM INCOME	0.00
34 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PS CAP	0.00
35 TOTAL SUBJECT TO PS CAP (SUM, LINES 32-34)	315,504.00
36 PERCENT FUNDS OBLIGATED FOR PS ACTIVITIES (LINE 31/LINE 35)	15.00%

PART V: PLANNING AND ADMINISTRATION (PA) CAP

37 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	57,086.78
38 PA UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	69,706.51
39 PA UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	71,793.29
40 ADJUSTMENT TO COMPUTE TOTAL PA OBLIGATIONS	0.00
41 TOTAL PA OBLIGATIONS (LINE 37 + LINE 38 - LINE 39 +LINE 40)	55,000.00
42 ENTITLEMENT GRANT	315,504.00
43 CURRENT YEAR PROGRAM INCOME	0.00
44 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PA CAP	0.00
45 TOTAL SUBJECT TO PA CAP (SUM, LINES 42-44)	315,504.00
46 PERCENT FUNDS OBLIGATED FOR PA ACTIVITIES (LINE 41/LINE 45)	17.43%



Office of Community Planning and Development  
 U.S. Department of Housing and Urban Development  
 Integrated Disbursement and Information System  
 PR26 - CDBG Financial Summary Report  
 Program Year 2024  
 BELLEVUE , NE

DATE: 11-24-25  
 TIME: 11:57  
 PAGE: 2

LINE 17 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 17

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LINE 18 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 18

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LINE 19 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 19

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2023	1	81	6959025	North Central Bellevue Sidewalk Improvements	03L	LMA	\$463.00
2024	1	86	7050843	Harvell Drive Sidewalk Improvement	03L	LMA	\$37,907.28
2024	1	86	7061266	Harvell Drive Sidewalk Improvement	03L	LMA	\$105,793.52
2024	1	86	7070229	Harvell Drive Sidewalk Improvement	03L	LMA	\$9,940.90
					03L	Matrix Code	\$154,104.70
2021	2	68	6959025	Bellevue Food Pantry Relocation Assistance	03Z	LMC	\$148,803.00
2021	2	68	6971317	Bellevue Food Pantry Relocation Assistance	03Z	LMC	\$4,009.00
					03Z	Matrix Code	\$152,812.00
2023	3	83	7021926	BJSA Program Participation Assistance	05Z	LMC	\$1,000.00
2023	3	83	7050843	BJSA Program Participation Assistance	05Z	LMC	\$825.00
2023	3	83	7080865	BJSA Program Participation Assistance	05Z	LMC	\$1,725.00
2023	4	84	6976784	Lift Up Family Assistance Program	05Z	LMC	\$9,998.77
2023	4	84	7009502	Lift Up Family Assistance Program	05Z	LMC	\$13,677.89
2023	4	84	7021926	Lift Up Family Assistance Program	05Z	LMC	\$12,909.13
2024	4	89	7050843	Lift Up Family Assistance Program	05Z	LMC	\$6,065.60
2024	5	90	7056450	All Seasons Assistance for Vulnerable Adults	05Z	LMC	\$3,113.50
2024	5	90	7070229	All Seasons Assistance for Vulnerable Adults	05Z	LMC	\$1,605.25
					05Z	Matrix Code	\$50,920.14
2023	2	82	6976784	Habitat for Humanity Home Repair Program	14A	LMH	\$13,863.00
2023	2	82	7013979	Habitat for Humanity Home Repair Program	14A	LMH	\$11,409.00
2023	2	82	7021926	Habitat for Humanity Home Repair Program	14A	LMH	\$24,728.00
					14A	Matrix Code	\$50,000.00
2022	2	74	6961994	BVFD Facility Upgrade Project II	14E	LMA	\$6,337.00
2022	2	74	7021926	BVFD Facility Upgrade Project II	14E	LMA	\$18,163.00
2022	2	74	7064301	BVFD Facility Upgrade Project II	14E	LMA	\$15,569.00
					14E	Matrix Code	\$40,069.00
<b>Total</b>							<b>\$447,905.84</b>

LINE 27 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 27

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity to prevent, prepare for, and respond to Coronavirus	Activity Name	Grant Number	Fund Type	Matrix Code	National Objective	Drawn Amount
2023	3	83	7021926	No	BJSA Program Participation Assistance	B23MC310003	EN	05Z	LMC	\$1,000.00
2023	3	83	7050843	No	BJSA Program Participation Assistance	B23MC310003	EN	05Z	LMC	\$825.00
2023	3	83	7080865	No	BJSA Program Participation Assistance	B23MC310003	EN	05Z	LMC	\$1,725.00
2023	4	84	6976784	No	Lift Up Family Assistance Program	B23MC310003	EN	05Z	LMC	\$9,998.77
2023	4	84	7009502	No	Lift Up Family Assistance Program	B23MC310003	EN	05Z	LMC	\$13,677.89
2023	4	84	7021926	No	Lift Up Family Assistance Program	B23MC310003	EN	05Z	LMC	\$12,909.13
2024	4	89	7050843	No	Lift Up Family Assistance Program	B24MC310003	EN	05Z	LMC	\$6,065.60
2024	5	90	7056450	No	All Seasons Assistance for Vulnerable Adults	B24MC310003	EN	05Z	LMC	\$3,113.50
2024	5	90	7070229	No	All Seasons Assistance for Vulnerable Adults	B24MC310003	EN	05Z	LMC	\$1,605.25
								05Z	Matrix Code	\$50,920.14
				No	Activity to prevent, prepare for, and respond to Coronavirus					\$50,920.14
<b>Total</b>										<b>\$50,920.14</b>



Office of Community Planning and Development  
 U.S. Department of Housing and Urban Development  
 Integrated Disbursement and Information System  
 PR26 - CDBG Financial Summary Report  
 Program Year 2024  
 BELLEVUE , NE

DATE: 11-24-25  
 TIME: 11:57  
 PAGE: 3

LINE 37 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 37

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2021	6	72	6961994	Program Administration	21A		\$12.42
2021	6	72	6967430	Program Administration	21A		\$1,579.37
2021	6	72	6976784	Program Administration	21A		\$1,413.12
2021	6	72	6990043	Program Administration	21A		\$1,153.79
2021	6	72	6999291	Program Administration	21A		\$1,023.06
2021	6	72	7009502	Program Administration	21A		\$949.03
2021	6	72	7013979	Program Administration	21A		\$1.38
2021	6	72	7021926	Program Administration	21A		\$1,266.38
2021	6	72	7026158	Program Administration	21A		\$340.60
2021	6	72	7035277	Program Administration	21A		\$1,364.25
2021	6	72	7040770	Program Administration	21A		\$111.93
2022	7	80	6967430	Program Administration	21A		\$999.00
2022	7	80	6976784	Program Administration	21A		\$1,480.17
2022	7	80	6990043	Program Administration	21A		\$1,051.28
2022	7	80	6999291	Program Administration	21A		\$1,844.02
2022	7	80	7009502	Program Administration	21A		\$1,539.18
2022	7	80	7021926	Program Administration	21A		\$1,748.56
2022	7	80	7026158	Program Administration	21A		\$396.31
2022	7	80	7035277	Program Administration	21A		\$2,354.00
2022	7	80	7040770	Program Administration	21A		\$436.55
2022	7	80	7045005	Program Administration	21A		\$1,335.25
2022	7	80	7050843	Program Administration	21A		\$590.88
2022	7	80	7056450	Program Administration	21A		\$486.31
2022	7	80	7061266	Program Administration	21A		\$1,467.40
2022	7	80	7064301	Program Administration	21A		\$6.33
2022	7	80	7070229	Program Administration	21A		\$1,334.03
2022	7	80	7070623	Program Administration	21A		\$16.40
2022	7	80	7076550	Program Administration	21A		\$972.66
2023	5	85	6967430	Program Administration	21A		\$1,727.44
2023	5	85	6976784	Program Administration	21A		\$1,911.50
2023	5	85	6990043	Program Administration	21A		\$1,123.32
2023	5	85	6999291	Program Administration	21A		\$2,179.93
2023	5	85	7009502	Program Administration	21A		\$1,499.29
2023	5	85	7021926	Program Administration	21A		\$2,423.76
2023	5	85	7026158	Program Administration	21A		\$683.15
2023	5	85	7035277	Program Administration	21A		\$1,631.75
2023	5	85	7040770	Program Administration	21A		\$402.34
2023	5	85	7045005	Program Administration	21A		\$1,476.95
2023	5	85	7050843	Program Administration	21A		\$761.40
2023	5	85	7056450	Program Administration	21A		\$283.79
2023	5	85	7061266	Program Administration	21A		\$1,083.37
2023	5	85	7070229	Program Administration	21A		\$535.63
2023	5	85	7076550	Program Administration	21A		\$934.56
2024	8	93	7040770	Program Administration	21A		\$947.03
2024	8	93	7045005	Program Administration	21A		\$2,637.80
2024	8	93	7050843	Program Administration	21A		\$1,414.80
2024	8	93	7056450	Program Administration	21A		\$684.86
2024	8	93	7061266	Program Administration	21A		\$1,880.48
2024	8	93	7070229	Program Administration	21A		\$1,499.09
2024	8	93	7076550	Program Administration	21A		\$2,090.88
					21A	Matrix Code	\$57,086.78
<b>Total</b>							<b>\$57,086.78</b>

PR26 - Activity Summary by Selected Grant

Date Generated: 11/12/2025

Grantee: BELLEVUE

Grant Year: 2025, 2024, 2023, 2022, 2021, 2020

Formula and Competitive Grants only

Total Grant Amount for CDBG 2024 Grant year B24MC310003 Grant Number = \$315,504.00														
State	Grantee Name	Grant Year	Grant Number	Activity Group	Matrix Code	National Objective	IDIS Activity	Activity to prevent, prepare for, and respond to Coronavirus	Activity Status	Amount Funded From Selected Grant	Amount Drawn From Selected Grant	% of CDBG Drawn From Selected Grant/Grant	Total CDBG Funded Amount (All Years All Sources)	Total CDBG Drawn Amount (All Years All Sources)
NE	BELLEVUE	2024	B24MC310003	Administrative And Planning	21A		93	No	Open	\$55,000.00	\$11,154.94		\$55,000.00	\$11,154.94
				Total Administrative And Planning						\$55,000.00	\$11,154.94	3.54%	\$55,000.00	\$11,154.94
NE	BELLEVUE	2024	B24MC310003	Economic Development	18A	LMJ	91	No	Open	\$50,000.00	\$0.00		\$50,000.00	
				Total Economic Development						\$50,000.00	\$0.00	0.00%	\$50,000.00	\$0.00
NE	BELLEVUE	2024	B24MC310003	Housing	14A	LMH	87	No	Open	\$50,000.00	\$0.00		\$50,000.00	
				Total Housing						\$50,000.00	\$0.00	0.00%	\$50,000.00	\$0.00
NE	BELLEVUE	2024	B24MC310003	Other	19C	LMH	92	No	Open	\$40,000.00	\$0.00		\$40,000.00	
				Total Other						\$40,000.00	\$0.00	0.00%	\$40,000.00	\$0.00
NE	BELLEVUE	2024	B24MC310003	Public Improvements	03L	LMA	86	No	Open	\$73,179.00	\$73,179.00		\$153,641.70	\$153,641.70
				Total Public Improvements						\$73,179.00	\$73,179.00	23.19%	\$153,641.70	\$153,641.70
NE	BELLEVUE	2024	B24MC310003	Public Services	05Z	LMC	88	No	Open	\$20,000.00	\$0.00		\$20,000.00	
NE	BELLEVUE	2024	B24MC310003	Public Services	05Z	LMC	89	No	Open	\$13,662.50	\$6,065.60		\$13,662.50	\$6,065.60
NE	BELLEVUE	2024	B24MC310003	Public Services	05Z	LMC	90	No	Open	\$13,662.50	\$4,718.75		\$13,662.50	\$4,718.75
				Non CARES Related Public Services						\$47,325.00	\$10,784.35	3.42%	\$47,325.00	\$10,784.35
				Total 2024						\$315,504.00	\$95,118.29	30.15%	\$395,966.70	\$175,580.99

Total Grant Amount for CDBG 2023 Grant year B23MC310003 Grant Number = \$357,623.00														
State	Grantee Name	Grant Year	Grant Number	Activity Group	Matrix Code	National Objective	IDIS Activity	Activity to prevent, prepare for, and respond to Coronavirus	Activity Status	Amount Funded From Selected Grant	Amount Drawn From Selected Grant	% of CDBG Drawn From Selected Grant/Grant	Total CDBG Funded Amount (All Years All Sources)	Total CDBG Drawn Amount (All Years All Sources)
NE	BELLEVUE	2023	B23MC310003	Administrative And Planning	21A		85	No	Open	\$50,000.00	\$33,672.92		\$50,000.00	\$33,672.92
				Total Administrative And Planning						\$50,000.00	\$33,672.92	9.42%	\$50,000.00	\$33,672.92
NE	BELLEVUE	2023	B23MC310003	Housing	14A	LMH	82	No	Completed	\$50,000.00	\$50,000.00		\$50,000.00	\$50,000.00
				Total Housing						\$50,000.00	\$50,000.00	13.98%	\$50,000.00	\$50,000.00
NE	BELLEVUE	2023	B23MC310003	Public Improvements	03L	LMA	81	No	Completed	\$121,757.81	\$121,757.81		\$168,575.30	\$168,575.30
NE	BELLEVUE	2023	B23MC310003	Public Improvements	03L	LMA	86	No	Open	\$80,462.70	\$80,462.70		\$153,641.70	\$153,641.70

PR26 - Activity Summary by Selected Grant

Date Generated: 11/12/2025

Grantee: BELLEVUE

Grant Year: 2025, 2024, 2023, 2022, 2021, 2020

Formula and Competitive Grants only

Total Grant Amount for CDBG 2024 Grant year B24MC310003 Grant Number = \$315,504.00														
State	Grantee Name	Grant Year	Grant Number	Activity Group	Matrix Code	National Objective	IDIS Activity	Activity to prevent, prepare for, and respond to Coronavirus	Activity Status	Amount Funded From Selected Grant	Amount Drawn From Selected Grant	% of CDBG Drawn From Selected Grant/Grant	Total CDBG Funded Amount (All Years All Sources)	Total CDBG Drawn Amount (All Years All Sources)
NE	BELLEVUE	2024	B24MC310003	Administrative And Planning	21A		93	No	Open	\$55,000.00	\$11,154.94		\$55,000.00	\$11,154.94
				Total Administrative And Planning						\$55,000.00	\$11,154.94	3.54%	\$55,000.00	\$11,154.94
NE	BELLEVUE	2024	B24MC310003	Economic Development	18A	LMJ	91	No	Open	\$50,000.00	\$0.00		\$50,000.00	
				Total Economic Development						\$50,000.00	\$0.00	0.00%	\$50,000.00	\$0.00
NE	BELLEVUE	2024	B24MC310003	Housing	14A	LMH	87	No	Open	\$50,000.00	\$0.00		\$50,000.00	
				Total Housing						\$50,000.00	\$0.00	0.00%	\$50,000.00	\$0.00
NE	BELLEVUE	2024	B24MC310003	Other	19C	LMH	92	No	Open	\$40,000.00	\$0.00		\$40,000.00	
				Total Other						\$40,000.00	\$0.00	0.00%	\$40,000.00	\$0.00
NE	BELLEVUE	2024	B24MC310003	Public Improvements	03L	LMA	86	No	Open	\$73,179.00	\$73,179.00		\$153,641.70	\$153,641.70
				Total Public Improvements						\$73,179.00	\$73,179.00	23.19%	\$153,641.70	\$153,641.70
NE	BELLEVUE	2024	B24MC310003	Public Services	05Z	LMC	88	No	Open	\$20,000.00	\$0.00		\$20,000.00	
NE	BELLEVUE	2024	B24MC310003	Public Services	05Z	LMC	89	No	Open	\$13,662.50	\$6,065.60		\$13,662.50	\$6,065.60
NE	BELLEVUE	2024	B24MC310003	Public Services	05Z	LMC	90	No	Open	\$13,662.50	\$4,718.75		\$13,662.50	\$4,718.75
				Non CARES Related Public Services						\$47,325.00	\$10,784.35	3.42%	\$47,325.00	\$10,784.35
				Total 2024						\$315,504.00	\$95,118.29	30.15%	\$395,966.70	\$175,580.99

Total Grant Amount for CDBG 2023 Grant year B23MC310003 Grant Number = \$357,623.00														
State	Grantee Name	Grant Year	Grant Number	Activity Group	Matrix Code	National Objective	IDIS Activity	Activity to prevent, prepare for, and respond to Coronavirus	Activity Status	Amount Funded From Selected Grant	Amount Drawn From Selected Grant	% of CDBG Drawn From Selected Grant/Grant	Total CDBG Funded Amount (All Years All Sources)	Total CDBG Drawn Amount (All Years All Sources)
NE	BELLEVUE	2023	B23MC310003	Administrative And Planning	21A		85	No	Open	\$50,000.00	\$33,672.92		\$50,000.00	\$33,672.92
				Total Administrative And Planning						\$50,000.00	\$33,672.92	9.42%	\$50,000.00	\$33,672.92
NE	BELLEVUE	2023	B23MC310003	Housing	14A	LMH	82	No	Completed	\$50,000.00	\$50,000.00		\$50,000.00	\$50,000.00
				Total Housing						\$50,000.00	\$50,000.00	13.98%	\$50,000.00	\$50,000.00
NE	BELLEVUE	2023	B23MC310003	Public Improvements	03L	LMA	81	No	Completed	\$121,757.81	\$121,757.81		\$168,575.30	\$168,575.30
NE	BELLEVUE	2023	B23MC310003	Public Improvements	03L	LMA	86	No	Open	\$80,462.70	\$80,462.70		\$153,641.70	\$153,641.70

Total Public Improvements										\$202,220.51	\$202,220.51	56.55%	\$322,217.00	\$322,217.00
NE	BELLEVUE	2023	B23MC310003	Public Services	05Z	LMC	83	No	Open	\$6,000.00	\$3,550.00		\$6,000.00	\$3,550.00
NE	BELLEVUE	2023	B23MC310003	Public Services	05Z	LMC	84	No	Completed	\$47,643.00	\$47,643.00		\$47,643.00	\$47,643.00
Non CARES Related Public Services										\$53,643.00	\$51,193.00	14.31%	\$53,643.00	\$51,193.00
Total 2023										\$355,863.51	\$337,086.43	94.26%	\$475,860.00	\$457,082.92

Total Grant Amount for CDBG 2022 Grant year B22MC310003 Grant Number = \$353,161.00														
State	Grantee Name	Grant Year	Grant Number	Activity Group	Matrix Code	National Objective	IDIS Activity	Activity to prevent, prepare for, and respond to Coronavirus	Activity Status	Amount Funded From Selected Grant	Amount Drawn From Selected Grant	% of CDBG Drawn From Selected Grant/Grant	Total CDBG Funded Amount (All Years All Sources)	Total CDBG Drawn Amount (All Years All Sources)
NE	BELLEVUE	2022	B22MC310003	Administrative And Planning	21A		80	No	Open	\$50,000.00	\$40,525.07		\$50,000.00	\$40,525.07
Total Administrative And Planning										\$50,000.00	\$40,525.07	11.47%	\$50,000.00	\$40,525.07
NE	BELLEVUE	2022	B22MC310003	Economic Development	14E	LMA	74	No	Open	\$40,069.00	\$40,069.00		\$40,069.00	\$40,069.00
NE	BELLEVUE	2022	B22MC310003	Economic Development	14E	SBA	78	No	Cancel	\$0.00	\$0.00		\$0.00	
Total Economic Development										\$40,069.00	\$40,069.00	11.35%	\$40,069.00	\$40,069.00
NE	BELLEVUE	2022	B22MC310003	Housing	14A	LMH	53	No	Completed	\$22,171.57	\$22,171.57		\$38,000.00	\$38,000.00
Total Housing										\$22,171.57	\$22,171.57	6.28%	\$38,000.00	\$38,000.00
NE	BELLEVUE	2022	B22MC310003	Other	19C	LMH	79	No	Open	\$40,000.00	\$40,000.00		\$40,000.00	\$40,000.00
Total Other										\$40,000.00	\$40,000.00	11.33%	\$40,000.00	\$40,000.00
NE	BELLEVUE	2022	B22MC310003	Public Improvements	03L	LMA	73	No	Completed	\$125,327.43	\$125,327.43		\$178,152.00	\$178,152.00
Total Public Improvements										\$125,327.43	\$125,327.43	35.49%	\$178,152.00	\$178,152.00
NE	BELLEVUE	2022	B22MC310003	Public Services	05Z	LMC	75	No	Completed	\$6,000.00	\$6,000.00		\$6,000.00	\$6,000.00
NE	BELLEVUE	2022	B22MC310003	Public Services	05Z	LMC	76	No	Completed	\$42,593.00	\$42,593.00		\$42,593.00	\$42,593.00
Non CARES Related Public Services										\$48,593.00	\$48,593.00	13.76%	\$48,593.00	\$48,593.00
Total 2022										\$326,161.00	\$316,686.07	89.67%	\$394,814.00	\$385,339.07

Total Grant Amount for CDBG 2021 Grant year B21MC310003 Grant Number = \$335,360.00														
State	Grantee Name	Grant Year	Grant Number	Activity Group	Matrix Code	National Objective	IDIS Activity	Activity to prevent, prepare for, and respond to Coronavirus	Activity Status	Amount Funded From Selected Grant	Amount Drawn From Selected Grant	% of CDBG Drawn From Selected Grant/Grant	Total CDBG Funded Amount (All Years All Sources)	Total CDBG Drawn Amount (All Years All Sources)
NE	BELLEVUE	2021	B21MC310003	Acquisition	01	LMH	67	No	Open	\$150,000.00	\$150,000.00		\$150,000.00	\$150,000.00
Total Acquisition										\$150,000.00	\$150,000.00	44.73%	\$150,000.00	\$150,000.00
NE	BELLEVUE	2021	B21MC310003	Administrative And Planning	21A		72	No	Completed	\$45,000.00	\$45,000.00		\$45,000.00	\$45,000.00
Total Administrative And Planning										\$45,000.00	\$45,000.00	13.42%	\$45,000.00	\$45,000.00
NE	BELLEVUE	2021	B21MC310003	Housing	14A	LMH	71	No	Completed	\$45,000.00	\$45,000.00		\$45,000.00	\$45,000.00
Total Housing										\$45,000.00	\$45,000.00	13.42%	\$45,000.00	\$45,000.00

NE	BELLEVUE	2021	B21MC310003	Public Improvements	03E	SBA	69	No	Completed	\$15,722.26	\$15,722.26		\$15,722.26	\$15,722.26
NE	BELLEVUE	2021	B21MC310003	Public Improvements	03L	LMA	81	No	Completed	\$678.66	\$678.66		\$168,575.30	\$168,575.30
NE	BELLEVUE	2021	B21MC310003	Public Improvements	03Z	LMC	68	No	Open	\$63,959.08	\$63,959.08		\$240,080.00	\$240,080.00
Total Public Improvements										\$80,360.00	\$80,360.00	23.96%	\$424,377.56	\$424,377.56
NE	BELLEVUE	2021	B21MC310003	Public Services	05Z	LMC	70	No	Completed	\$15,000.00	\$15,000.00		\$15,000.00	\$15,000.00
Non CARES Related Public Services										\$15,000.00	\$15,000.00	4.47%	\$15,000.00	\$15,000.00
Total 2021										\$335,360.00	\$335,360.00	100.00%	\$679,377.56	\$679,377.56

Total Grant Amount for CDBG 2020 Grant year B20MC310003 Grant Number = \$344,590.00

State	Grantee Name	Grant Year	Grant Number	Activity Group	Matrix Code	National Objective	IDIS Activity	Activity to prevent, prepare for, and respond to Coronavirus	Activity Status	Amount Funded From Selected Grant	Amount Drawn From Selected Grant	% of CDBG Drawn From Selected Grant/Grant	Total CDBG Funded Amount (All Years All Sources)	Total CDBG Drawn Amount (All Years All Sources)
NE	BELLEVUE	2020	B20MC310003	Administrative And Planning	21A		62	No	Completed	\$49,109.12	\$49,947.00		\$49,109.12	\$49,947.00
Total Administrative And Planning										\$49,109.12	\$49,947.00	14.49%	\$49,109.12	\$49,947.00
NE	BELLEVUE	2020	B20MC310003	Economic Development	14E	LMA	59	No	Cancel	\$0.00	\$0.00		\$0.00	\$0.00
NE	BELLEVUE	2020	B20MC310003	Economic Development	14E	SBA	56	No	Completed	\$7,300.00	\$7,300.00		\$7,300.00	\$7,300.00
NE	BELLEVUE	2020	B20MC310003	Economic Development	14E	SBA	58	No	Completed	\$8,548.00	\$8,548.00		\$8,548.00	\$8,548.00
NE	BELLEVUE	2020	B20MC310003	Economic Development	14E	SBA	61	No	Completed	\$12,000.00	\$12,000.00		\$12,000.00	\$12,000.00
NE	BELLEVUE	2020	B20MC310003	Economic Development	18A	LMJ	60	No	Completed	\$98,919.50	\$98,919.50		\$98,919.50	\$98,919.50
Total Economic Development										\$126,767.50	\$126,767.50	36.79%	\$126,767.50	\$126,767.50
NE	BELLEVUE	2020	B20MC310003	Housing	14A	LMH	53	No	Completed	\$15,828.43	\$15,828.43		\$38,000.00	\$38,000.00
Total Housing										\$15,828.43	\$15,828.43	4.59%	\$38,000.00	\$38,000.00
NE	BELLEVUE	2020	B20MC310003	Public Improvements	03L	LMA	81	No	Completed	\$46,138.50	\$46,138.50		\$168,575.30	\$168,575.30
NE	BELLEVUE	2020	B20MC310003	Public Improvements	03Z	LMA	57	No	Completed	\$19,439.00	\$19,439.00		\$19,439.00	\$19,439.00
NE	BELLEVUE	2020	B20MC310003	Public Improvements	03Z	LMC	68	No	Open	\$22,171.57	\$22,171.57		\$240,080.00	\$240,080.00
Total Public Improvements										\$87,749.07	\$87,749.07	25.46%	\$428,094.30	\$428,094.30
NE	BELLEVUE	2020	B20MC310003	Public Services	05W	LMC	55	Yes	Completed	\$56,298.00	\$56,298.00		\$56,298.00	\$56,298.00
NE	BELLEVUE	2020	B20MC310003	Public Services	05Z	LMC	54	No	Completed	\$8,000.00	\$8,000.00		\$8,000.00	\$8,000.00
Total Public Services										\$64,298.00	\$64,298.00	18.66%	\$64,298.00	\$64,298.00
CARES Related Public Services										\$56,298.00	\$56,298.00	16.34%	\$56,298.00	\$56,298.00
Non CARES Related Public Services										\$8,000.00	\$8,000.00	2.32%	\$8,000.00	\$8,000.00
Total 2020										\$343,752.12	\$344,590.00	100.00%	\$706,268.92	\$707,106.80
Grand Total										\$1,676,640.63	\$1,428,840.79	83.74%	\$2,652,287.18	\$2,404,487.34



U.S. Department of Housing and Urban Development  
 Office of Community Planning and Development  
 Integrated Disbursement and Information System  
 CDBG Summary of Accomplishments  
 Program Year: 2024

DATE: 11-24-25  
 TIME: 12:20  
 PAGE: 1

BELLEVUE

Count of CDBG Activities with Disbursements by Activity Group & Matrix Code

Activity Group	Activity Category	Open Count	Open Activities Disbursed	Completed Count	Completed Activities Disbursed	Program Year Count	Total Activities Disbursed
Acquisition	Acquisition of Real Property (01)	1	\$0.00	0	\$0.00	1	\$0.00
	Total Acquisition	1	\$0.00	0	\$0.00	1	\$0.00
Economic Development	Rehab; Publicly or Privately-Owned Commercial/Industrial (14E)	1	\$40,069.00	0	\$0.00	1	\$40,069.00
	ED Direct Financial Assistance to For-Profits (18A)	1	\$0.00	0	\$0.00	1	\$0.00
	Total Economic Development	2	\$40,069.00	0	\$0.00	2	\$40,069.00
Housing	Rehab; Single-Unit Residential (14A)	1	\$0.00	1	\$50,000.00	2	\$50,000.00
	Total Housing	1	\$0.00	1	\$50,000.00	2	\$50,000.00
Public Facilities and Improvements	Sidewalks (03L)	1	\$153,641.70	2	\$463.00	3	\$154,104.70
	Other Public Improvements Not Listed in 03A-03S (03Z)	1	\$152,812.00	0	\$0.00	1	\$152,812.00
	Total Public Facilities and Improvements	2	\$306,453.70	2	\$463.00	4	\$306,916.70
Public Services	Other Public Services Not Listed in 05A-05Y, 03T (05Z)	4	\$14,334.35	3	\$36,585.79	7	\$50,920.14
	Total Public Services	4	\$14,334.35	3	\$36,585.79	7	\$50,920.14
General Administration and Planning	General Program Administration (21A)	3	\$47,871.45	2	\$9,215.33	5	\$57,086.78
	Total General Administration and Planning	3	\$47,871.45	2	\$9,215.33	5	\$57,086.78
Other	CDBG Non-profit Organization Capacity Building (19C)	2	\$0.00	0	\$0.00	2	\$0.00
	Total Other	2	\$0.00	0	\$0.00	2	\$0.00
Grand Total		15	\$408,728.50	8	\$96,264.12	23	\$504,992.62



U.S. Department of Housing and Urban Development  
 Office of Community Planning and Development  
 Integrated Disbursement and Information System  
 CDBG Summary of Accomplishments  
 Program Year: 2024

DATE: 11-24-25  
 TIME: 12:20  
 PAGE: 2

BELLEVUE

CDBG Sum of Actual Accomplishments by Activity Group and Accomplishment Type

Activity Group	Matrix Code	Accomplishment Type	Open Count	Completed Count	Program Year Totals
Acquisition	Acquisition of Real Property (01)	Housing Units	0	0	0
	Total Acquisition		0	0	0
Economic Development	Rehab; Publicly or Privately-Owned Commercial/Industrial (14E)	Business	865	0	865
	ED Direct Financial Assistance to For-Profits (18A)	Jobs	0	0	0
	Total Economic Development		865	0	865
Housing	Rehab; Single-Unit Residential (14A)	Housing Units	0	4	4
	Total Housing		0	4	4
Public Facilities and Improvements	Sidewalks (03L)	Persons	1,005	3,195	4,200
	Other Public Improvements Not Listed in 03A-03S (03Z)	Public Facilities	0	0	0
	Total Public Facilities and Improvements		1,005	3,195	4,200
Public Services	Other Public Services Not Listed in 05A-05Y, 03T (05Z)	Persons	39	132	171
	Total Public Services		39	132	171
Other	CDBG Non-profit Organization Capacity Building (19C)	Organizations	0	0	0
	Total Other		0	0	0
Grand Total			1,909	3,331	5,240



BELLEVUE

CDBG Beneficiaries by Racial / Ethnic Category

Housing-Non Housing	Race	Total Persons	Total Hispanic Persons	Total Households	Total Hispanic Households
Housing	White	0	0	2	1
	Other multi-racial	0	0	2	1
	<b>Total Housing</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>2</b>
Non Housing	White	84	5	0	0
	Black/African American	30	0	0	0
	Asian	1	0	0	0
	Native Hawaiian/Other Pacific Islander	1	0	0	0
	Black/African American & White	10	0	0	0
	Other multi-racial	1	0	0	0
	<b>Total Non Housing</b>	<b>127</b>	<b>5</b>	<b>0</b>	<b>0</b>
Grand Total	White	84	5	2	1
	Black/African American	30	0	0	0
	Asian	1	0	0	0
	Native Hawaiian/Other Pacific Islander	1	0	0	0
	Black/African American & White	10	0	0	0
	Other multi-racial	1	0	2	1
	<b>Total Grand Total</b>	<b>127</b>	<b>5</b>	<b>4</b>	<b>2</b>



BELLEVUE

CDBG Beneficiaries by Income Category [\(Click here to view activities\)](#)

Income Levels		Owner Occupied	Renter Occupied	Persons
Housing	Extremely Low (<=30%)	0	0	0
	Low (>30% and <=50%)	0	0	0
	Mod (>50% and <=80%)	4	0	0
	Total Low-Mod	4	0	0
	Non Low-Mod (>80%)	0	0	0
	Total Beneficiaries	4	0	0
Non Housing	Extremely Low (<=30%)	0	0	18
	Low (>30% and <=50%)	0	0	40
	Mod (>50% and <=80%)	0	0	3
	Total Low-Mod	0	0	61
	Non Low-Mod (>80%)	0	0	0
	Total Beneficiaries	0	0	61

U.S. DEPARTMENT OF HOUSING AND URBAN  
DEVELOPMENT  
OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT  
PR06 - Summary of Consolidated Plan Projects for Report  
Year

DATE: 11/24/2025  
TIME: 12:21:54 PM  
PAGE: 1/1

IDIS

Plan IDIS Year Project	Project Title and Description	Program	Project Estimate	Committed Amount	Amount Drawn Thru Report Year	Amount Available to Draw	Amount Drawn in Report Year
2024 1	Harvell Drive Sidewalk Improvement	CDBG	\$73,179.00	\$153,641.70	\$153,641.70	\$0.00	\$153,641.70
2	Habitat for Humanity Home Repair Program	CDBG	\$50,000.00	\$50,000.00	\$0.00	\$50,000.00	\$0.00
3	BPS Family Literacy Program	CDBG	\$20,000.00	\$20,000.00	\$0.00	\$20,000.00	\$0.00
4	Lift Up Family Assistance Program	CDBG	\$13,662.50	\$13,662.50	\$6,065.60	\$7,596.90	\$6,065.60
5	All Seasons Assistance for Vulnerable Adults	CDBG	\$13,662.50	\$13,662.50	\$4,718.75	\$8,943.75	\$4,718.75
6	Bellevue Economic Enhancement Small Business Assistance Program	CDBG	\$50,000.00	\$50,000.00	\$0.00	\$50,000.00	\$0.00
7	Housing Development Capacity Building Assistance	CDBG	\$40,000.00	\$40,000.00	\$0.00	\$40,000.00	\$0.00
8	Program Administration	CDBG	\$55,000.00	\$55,000.00	\$11,154.94	\$43,845.06	\$11,154.94



U.S. Department of Housing and Urban Development  
 Office of Community Planning and Development  
 Integrated Disbursement and Information System  
 CDBG Activity Summary Report (GPR) for Program Year 2024  
 BELLEVUE

Date: 24-Nov-2025  
 Time: 12:22  
 Page: 1

**PGM Year:** 2020  
**Project:** 0010 - Program Administration  
**IDIS Activity:** 62 - Program Administration  
**Status:** Completed 12/3/2024 12:00:00 AM  
**Location:** ,  
**Objective:**  
**Outcome:**  
**Matrix Code:** General Program Administration (21A)      **National Objective:**

**Activity to prevent, prepare for, and respond to Coronavirus:** No

**Initial Funding Date:** 03/06/2021

**Description:**  
 The project includes all activities associated with successful administration of the CDBG program including department expenses necessary to administer the CDBG program (staff, salary, benefits, supplies, and services), required action plan, CAPER, financial and reporting requirements, project monitoring, environmental assessments, continued training and education opportunities, and other responsibility for the CDBG program.

**Financing**

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2020	B20MC310003	\$49,109.12	\$0.00	\$49,947.00
<b>Total</b>	<b>Total</b>			<b>\$49,109.12</b>	<b>\$0.00</b>	<b>\$49,947.00</b>

**Proposed Accomplishments**

**Actual Accomplishments**

*Number assisted:*

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:					0	0		
Black/African American:					0	0		
Asian:					0	0		
American Indian/Alaskan Native:					0	0		
Native Hawaiian/Other Pacific Islander:					0	0		
American Indian/Alaskan Native & White:					0	0		
Asian White:					0	0		
Black/African American & White:					0	0		
American Indian/Alaskan Native & Black/African American:					0	0		
Other multi-racial:					0	0		
Asian/Pacific Islander:					0	0		
Hispanic:					0	0		
<b>Total:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>



U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
Integrated Disbursement and Information System  
CDBG Activity Summary Report (GPR) for Program Year 2024  
BELLEVUE

Date: 24-Nov-2025

Time: 12:22

Page: 2

Female-headed Households:

0

*Income Category:*

	<b>Owner</b>	<b>Renter</b>	<b>Total</b>	<b>Person</b>
Extremely Low			0	
Low Mod			0	
Moderate			0	
Non Low Moderate			0	
Total	0	0	0	0
Percent Low/Mod				

**Annual Accomplishments**

No data returned for this view. This might be because the applied filter excludes all data.



U.S. Department of Housing and Urban Development  
 Office of Community Planning and Development  
 Integrated Disbursement and Information System  
 CDBG Activity Summary Report (GPR) for Program Year 2024  
 BELLEVUE

Date: 24-Nov-2025  
 Time: 12:22  
 Page: 3

**PGM Year:** 2019  
**Project:** 0020 - CDBG-CV R3 Program Administration  
**IDIS Activity:** 66 - CDBG-CV R3 Program Administration  
**Status:** Completed 12/3/2024 12:00:00 AM  
**Location:** ,  
**Objective:**  
**Outcome:**  
**Matrix Code:** General Program Administration (21A)      **National Objective:**

**Activity to prevent, prepare for, and respond to Coronavirus:** Yes

**Initial Funding Date:** 04/09/2021

**Description:**  
 The project includes all activities associated with successful administration of the CDBG program including department expenses necessary to administer the CDBG-CV program (staff, salary, benefits, supplies, and services), required action plan amendments, financial and reporting requirements, project monitoring, environmental assessments, continued training and other responsibility for the CDBG-CV program.

**Financing**

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2020	B20MW310003	\$35,000.00	\$0.00	\$35,000.00
<b>Total</b>	<b>Total</b>			<b>\$35,000.00</b>	<b>\$0.00</b>	<b>\$35,000.00</b>

**Proposed Accomplishments**

**Actual Accomplishments**

<i>Number assisted:</i>	<b>Owner</b>		<b>Renter</b>		<b>Total</b>		<b>Person</b>	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:					0	0		
Black/African American:					0	0		
Asian:					0	0		
American Indian/Alaskan Native:					0	0		
Native Hawaiian/Other Pacific Islander:					0	0		
American Indian/Alaskan Native & White:					0	0		
Asian White:					0	0		
Black/African American & White:					0	0		
American Indian/Alaskan Native & Black/African American:					0	0		
Other multi-racial:					0	0		
Asian/Pacific Islander:					0	0		
Hispanic:					0	0		
<b>Total:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>



U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
Integrated Disbursement and Information System  
CDBG Activity Summary Report (GPR) for Program Year 2024  
BELLEVUE

Date: 24-Nov-2025  
Time: 12:22  
Page: 4

Female-headed Households:

0

*Income Category:*

	<b>Owner</b>	<b>Renter</b>	<b>Total</b>	<b>Person</b>
Extremely Low			0	
Low Mod			0	
Moderate			0	
Non Low Moderate			0	
Total	0	0	0	0
Percent Low/Mod				

**Annual Accomplishments**

No data returned for this view. This might be because the applied filter excludes all data.



U.S. Department of Housing and Urban Development  
 Office of Community Planning and Development  
 Integrated Disbursement and Information System  
 CDBG Activity Summary Report (GPR) for Program Year 2024  
 BELLEVUE

Date: 24-Nov-2025  
 Time: 12:22  
 Page: 5

**PGM Year:** 2021  
**Project:** 0001 - Mixed Use Development - HFSC Properties II  
**IDIS Activity:** 67 - Mixed Use Development - HFSC Properties II  
**Status:** Open  
**Location:** 8214 Armstrong Cir Bellevue, NE 68147-1871  
**Objective:** Provide decent affordable housing  
**Outcome:** Availability/accessibility  
**Matrix Code:** Acquisition of Real Property (01) **National Objective:** LMH

**Activity to prevent, prepare for, and respond to Coronavirus:** No

**Initial Funding Date:** 12/21/2021

**Description:**

The proposed project includes the acquisition of land for the development of affordable housing and small business spaces within the city limits of Bellevue.

**Financing**

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2021	B21MC310003	\$150,000.00	\$0.00	\$150,000.00
<b>Total</b>	<b>Total</b>			<b>\$150,000.00</b>	<b>\$0.00</b>	<b>\$150,000.00</b>

**Proposed Accomplishments**

Housing Units : 30

**Actual Accomplishments**

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0		0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
<b>Total:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>



U.S. Department of Housing and Urban Development  
 Office of Community Planning and Development  
 Integrated Disbursement and Information System  
 CDBG Activity Summary Report (GPR) for Program Year 2024  
 BELLEVUE

Date: 24-Nov-2025  
 Time: 12:22  
 Page: 6

Female-headed Households: 0 0 0

*Income Category:*

	<b>Owner</b>	<b>Renter</b>	<b>Total</b>	<b>Person</b>
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	0
Percent Low/Mod				

**Annual Accomplishments**

<b>Years</b>	<b>Accomplishment Narrative</b>	<b># Benefitting</b>
2023	The City of Bellevue assisted the Housing Foundation of Sarpy County with the purchase of a lot for affordable housing development. HFSC identified a lot for purchase and requested Bellevue complete an environmental review for the property. The environmental review was complete in July 2023. HFSC's purchase of the lot was closed on September 20, 2023. Since closing on the purchase of the property, HFSC has been working to develop a site plan and zoning requirements for the property. The project continues to make progress moving forward with development.	



U.S. Department of Housing and Urban Development  
 Office of Community Planning and Development  
 Integrated Disbursement and Information System  
 CDBG Activity Summary Report (GPR) for Program Year 2024  
 BELLEVUE

Date: 24-Nov-2025  
 Time: 12:22  
 Page: 7

**PGM Year:** 2021  
**Project:** 0002 - Bellevue Food Pantry Relocation Assistance  
**IDIS Activity:** 68 - Bellevue Food Pantry Relocation Assistance  
**Status:** Open  
**Location:** 1908 Hancock St Bellevue, NE 68005-3427  
**Objective:** Create suitable living environments  
**Outcome:** Availability/accessibility  
**Matrix Code:** Other Public Improvements Not Listed  
**National Objective:** LMC  
 in 03A-03S (03Z)

**Activity to prevent, prepare for, and respond to Coronavirus:** No

**Initial Funding Date:** 12/21/2021

**Description:**

The project will assist with the relocation of the Bellevue Food Pantry to a larger, better equipped space within the Bellevue community to address the increased need. The additional space will serve the community more efficiently, expand its reach, and provide more comprehensive food options and family support services with the space necessary to set up for both food distribution and family support service.

**Financing**

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2018	B18MC310003	\$82,520.00	\$0.00	\$82,520.00
		2019	B19MC310003	\$71,429.35	\$66,681.35	\$71,429.35
		2020	B20MC310003	\$22,171.57	\$22,171.57	\$22,171.57
		2021	B21MC310003	\$63,959.08	\$63,959.08	\$63,959.08
<b>Total</b>	<b>Total</b>			<b>\$240,080.00</b>	<b>\$152,812.00</b>	<b>\$240,080.00</b>

**Proposed Accomplishments**

Public Facilities : 1

**Actual Accomplishments**

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0



U.S. Department of Housing and Urban Development  
 Office of Community Planning and Development  
 Integrated Disbursement and Information System  
 CDBG Activity Summary Report (GPR) for Program Year 2024  
 BELLEVUE

Date: 24-Nov-2025  
 Time: 12:22  
 Page: 8

Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
<b>Total:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

Female-headed Households: 0 0 0 0 0 0 0 0 0

*Income Category:*

	<b>Owner</b>	<b>Renter</b>	<b>Total</b>	<b>Person</b>
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	0

Percent Low/Mod

**Annual Accomplishments**

<b>Years</b>	<b>Accomplishment Narrative</b>	<b># Benefiting</b>
2021	ENCAP is on track with the proposed timeline. ENCAP selected one location but decided not to pursue for purchase. ENCAP has identified another location, but has requested to utilize CDBG funding for rehabilitation due to building ownership. ENCAP anticipated that building acquisition will be complete in the Fall of 2022.	
2023	ENCAP purchased the Bellevue Public Library building on November 20, 2023. At the time, the City of Bellevue was in the process of renovating a new location for the library which faced delays. Once ENCAP was able to take possession of the building, they determine CDBG funding was needed to purchase equipment for the new food pantry location including large commercial refrigerators and coolers, a generator, and electrical package to ensure the successful expansion and uninterrupted service of the food pantry for the growing need. ENCAP prepared specifications for the needed equipment and gathered bids.	
2024	During the 2024 fiscal year, ENCAP completed developing the specifications for the needed equipment and were approved to move forward with the purchase. ENCAP expended all award CDBG funds for the purchase of equipment including walk-in coolers and freezers, a water heater and associated mechanical gear. These investments will directly support the new pantry's client-choice shopping area by ensuring safe and reliable storage of perishable and frozen goods, providing uninterrupted power in case of outages, and maintain necessary facility operations. The project has announced the beginning of construction on the building with anticipated completion in December of 2026.	



U.S. Department of Housing and Urban Development  
 Office of Community Planning and Development  
 Integrated Disbursement and Information System  
 CDBG Activity Summary Report (GPR) for Program Year 2024  
 BELLEVUE

Date: 24-Nov-2025  
 Time: 12:22  
 Page: 9

**PGM Year:** 2021  
**Project:** 0006 - Program Administration  
**IDIS Activity:** 72 - Program Administration  
**Status:** Completed 7/18/2025 1:59:03 PM  
**Location:** ,  
**Objective:**  
**Outcome:**  
**Matrix Code:** General Program Administration (21A)      **National Objective:**

**Activity to prevent, prepare for, and respond to Coronavirus:** No

**Initial Funding Date:** 12/21/2021

**Description:**  
 The project includes all activities associated with successful administration of the CDBG program including department expenses necessary to administer the CDBG program (staff, salary, benefits, supplies, and services), required action plan, CAPER, financial and reporting requirements, project monitoring, environmental assessments, continued training and education opportunities, and other responsibility for the CDBG program.

**Financing**

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2021	B21MC310003	\$45,000.00	\$9,215.33	\$45,000.00
<b>Total</b>	<b>Total</b>			<b>\$45,000.00</b>	<b>\$9,215.33</b>	<b>\$45,000.00</b>

**Proposed Accomplishments**

**Actual Accomplishments**

*Number assisted:*

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:					0	0		
Black/African American:					0	0		
Asian:					0	0		
American Indian/Alaskan Native:					0	0		
Native Hawaiian/Other Pacific Islander:					0	0		
American Indian/Alaskan Native & White:					0	0		
Asian White:					0	0		
Black/African American & White:					0	0		
American Indian/Alaskan Native & Black/African American:					0	0		
Other multi-racial:					0	0		
Asian/Pacific Islander:					0	0		
Hispanic:					0	0		
<b>Total:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>



U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
Integrated Disbursement and Information System  
CDBG Activity Summary Report (GPR) for Program Year 2024  
BELLEVUE

Date: 24-Nov-2025  
Time: 12:22  
Page: 10

Female-headed Households:

0

*Income Category:*

	<b>Owner</b>	<b>Renter</b>	<b>Total</b>	<b>Person</b>
Extremely Low			0	
Low Mod			0	
Moderate			0	
Non Low Moderate			0	
Total	0	0	0	0
Percent Low/Mod				

**Annual Accomplishments**

No data returned for this view. This might be because the applied filter excludes all data.



U.S. Department of Housing and Urban Development  
 Office of Community Planning and Development  
 Integrated Disbursement and Information System  
 CDBG Activity Summary Report (GPR) for Program Year 2024  
 BELLEVUE

Date: 24-Nov-2025  
 Time: 12:22  
 Page: 11

**PGM Year:** 2022  
**Project:** 0001 - North Central Bellevue Sidewalk Improvements  
**IDIS Activity:** 73 - North Central Bellevue Sidewalk Improvements  
**Status:** Completed 3/5/2025 11:14:42 AM  
**Location:** 4100 Valley View Ave Bellevue, NE 68147-1064  
**Objective:** Create suitable living environments  
**Outcome:** Availability/accessibility  
**Matrix Code:** Sidewalks (03L) **National Objective:** LMA

**Activity to prevent, prepare for, and respond to Coronavirus:** No

**Initial Funding Date:** 04/20/2023

**Description:**

The proposed project includes the implementation of construction of new sidewalks and curb ramps to provide for safe ADA-compliant pedestrian travel routes and connectivity for residents in low- and moderate-income census tracts identified by HUD.

**Financing**

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2016	B16MC310003	\$9,694.00	\$0.00	\$9,694.00
		2017	B17MC310003	\$12,477.57	\$0.00	\$12,477.57
		2019	B19MC310003	\$30,653.00	\$0.00	\$30,653.00
		2022	B22MC310003	\$125,327.43	\$0.00	\$125,327.43
<b>Total</b>	<b>Total</b>			<b>\$178,152.00</b>	<b>\$0.00</b>	<b>\$178,152.00</b>

**Proposed Accomplishments**

People (General) : 2,175  
 Total Population in Service Area: 2,175  
 Census Tract Percent Low / Mod: 63.91

**Annual Accomplishments**

Years	Accomplishment Narrative	# Benefiting
2022	The project included completion of sidewalks in North Central Bellevue. The City completed a request for sealed bids in March 2023. The lowest responsible, responsible bidder was selected and a contract was awarded in April 2023 and a reconstruction meeting followed in May 2023. Construction began at the end of May and was completed by July with punch list items following. The project was officially completed and all paperwork submitted in November 2023.	



U.S. Department of Housing and Urban Development  
 Office of Community Planning and Development  
 Integrated Disbursement and Information System  
 CDBG Activity Summary Report (GPR) for Program Year 2024  
 BELLEVUE

Date: 24-Nov-2025  
 Time: 12:22  
 Page: 12

<b>PGM Year:</b>	2022	<b>Objective:</b>	Create suitable living environments
<b>Project:</b>	0002 - BVFD Facility Upgrade Project II	<b>Outcome:</b>	Availability/accessibility
<b>IDIS Activity:</b>	74 - BVFD Facility Upgrade Project II	<b>Matrix Code:</b>	Rehab; Publicly or Privately-Owned Commercial/Industrial (14E)
<b>Status:</b>	Open	<b>National Objective:</b>	LMA
<b>Location:</b>	2108 Franklin St Bellevue, NE 68005-5058		

**Activity to prevent, prepare for, and respond to Coronavirus:** No

**Initial Funding Date:** 04/20/2023

**Description:**

The project will assist with upgrade the facility including the electrical security lighting, parking lot refurbishment, and HVAC system improvements to address safety concerns, ADA accessibility and code corrections.

**Financing**

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2022	B22MC310003	\$40,069.00	\$40,069.00	\$40,069.00
<b>Total</b>	<b>Total</b>			<b>\$40,069.00</b>	<b>\$40,069.00</b>	<b>\$40,069.00</b>

**Proposed Accomplishments**

- Businesses : 1
- Total Population in Service Area: 865
- Census Tract Percent Low / Mod: 80.35

**Annual Accomplishments**

Years	Accomplishment Narrative	# Benefiting
2023	BVFD began completed a request for bids in March 2024. In May, bids were reviewed, and selections made, and BVFD began working with contractors to meet all the HUD federal requirements for the project. Of the three contractors selected, two contractors were not registered in the System for Award Management database. The contractors were encouraged to complete the SAM registration and BVFD allotted time for the process, but UEI have not been obtained. The City of Bellevue has assisted BVFD with support and help to walk the contractors through the process. The City follows up regularly with BVFD and has successful registered one contractor in SAM.gov. Work continues to assist the remaining contractors with the registration process. Once contractors have obtained a UEI number, the City will issue a Notice to Proceed for the project. A contract for the parking improvements was awarded in May 2024 with work beginning in August 2024.	
2024	BVFD was able to execute contracts with two eligible contractors for plumbing and electrical work. All construction work was complete in June 2025. With the grant assistance, the enhancements provide improved use and access to a facility for organizations in the community. Many non-profit organizations are provided use of facility free of charge including, senior breakfast once a month, government hosted public meetings, scouting groups, Kiwanis International, City Police/Fire, and events offered free to the community involving Halloween, Christmas and back to school events.	



U.S. Department of Housing and Urban Development  
 Office of Community Planning and Development  
 Integrated Disbursement and Information System  
 CDBG Activity Summary Report (GPR) for Program Year 2024  
 BELLEVUE

Date: 24-Nov-2025  
 Time: 12:22  
 Page: 13

<b>PGM Year:</b>	2022	<b>Objective:</b>	Create suitable living environments
<b>Project:</b>	0004 - BJSA Program Participation Assistance	<b>Outcome:</b>	Availability/accessibility
<b>IDIS Activity:</b>	75 - BJSA Program Participation Assistance	<b>Matrix Code:</b>	Other Public Services Not Listed in 05A-05Y, 03T (05Z)
<b>Status:</b>	Completed 2/6/2025 12:00:00 AM	<b>National Objective:</b>	LMC
<b>Location:</b>	1000 Galvin Rd S Bellevue, NE 68005-3058		

**Activity to prevent, prepare for, and respond to Coronavirus:** No

**Initial Funding Date:** 04/20/2023

**Description:**

The program creates a participation assistance funding for low- and moderate-income families who reside within Bellevue city limits. The participation assistance will be expanded and available for all sports programs offered by BJSA. The assistance covers registration fees and equipment fees required to participate in the specific sports program.

**Financing**

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2022	B22MC310003	\$6,000.00	\$0.00	\$6,000.00
<b>Total</b>	<b>Total</b>			<b>\$6,000.00</b>	<b>\$0.00</b>	<b>\$6,000.00</b>

**Proposed Accomplishments**

People (General) : 10

**Actual Accomplishments**

*Number assisted:*

	<b>Owner</b>		<b>Renter</b>		<b>Total</b>		<b>Person</b>	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	12	0
Black/African American:	0	0	0	0	0	0	13	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	6	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0



U.S. Department of Housing and Urban Development  
 Office of Community Planning and Development  
 Integrated Disbursement and Information System  
 CDBG Activity Summary Report (GPR) for Program Year 2024  
 BELLEVUE

Date: 24-Nov-2025  
 Time: 12:22  
 Page: 14

<b>Total:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>31</b>	<b>0</b>
Female-headed Households:	0		0		0			

*Income Category:*

	<b>Owner</b>	<b>Renter</b>	<b>Total</b>	<b>Person</b>
Extremely Low	0	0	0	15
Low Mod	0	0	0	10
Moderate	0	0	0	3
Non Low Moderate	0	0	0	0
Total	0	0	0	28
Percent Low/Mod				100.0%

**Annual Accomplishments**

<b>Years</b>	<b>Accomplishment Narrative</b>	<b># Benefiting</b>
2022		
2023		



U.S. Department of Housing and Urban Development  
 Office of Community Planning and Development  
 Integrated Disbursement and Information System  
 CDBG Activity Summary Report (GPR) for Program Year 2024  
 BELLEVUE

Date: 24-Nov-2025  
 Time: 12:22  
 Page: 15

**PGM Year:** 2022  
**Project:** 0005 - Bellevue Community Assistance Program  
**IDIS Activity:** 76 - Lift Up Sarpy Bellevue Community Assistance Program

**Status:** Completed 2/4/2025 12:00:00 AM  
**Location:** 119 W Mission Ave Bellevue, NE 68005-5290  
**Objective:** Create suitable living environments  
**Outcome:** Availability/accessibility  
**Matrix Code:** Other Public Services Not Listed in 05A-05Y, 03T (05Z) **National Objective:** LMC

**Activity to prevent, prepare for, and respond to Coronavirus:** No

**Initial Funding Date:** 04/20/2023

**Description:**  
 The proposed project will support the Bellevue Community Assistance for Vulnerable Adults and Elderly to assist a LMI individual with housing, utilities, transportation, and mental health needs.

**Financing**

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2022	B22MC310003	\$42,593.00	\$0.00	\$42,593.00
<b>Total</b>	<b>Total</b>			<b>\$42,593.00</b>	<b>\$0.00</b>	<b>\$42,593.00</b>

**Proposed Accomplishments**

People (General) : 20

**Actual Accomplishments**

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	25	2
Black/African American:	0	0	0	0	0	0	8	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0



U.S. Department of Housing and Urban Development  
 Office of Community Planning and Development  
 Integrated Disbursement and Information System  
 CDBG Activity Summary Report (GPR) for Program Year 2024  
 BELLEVUE

Date: 24-Nov-2025  
 Time: 12:22  
 Page: 16

<b>Total:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>33</b>	<b>2</b>	
Female-headed Households:	0		0		0				
<i>Income Category:</i>									
	<b>Owner</b>	<b>Renter</b>	<b>Total</b>						<b>Person</b>
Extremely Low	0	0	0						7
Low Mod	0	0	0						27
Moderate	0	0	0						0
Non Low Moderate	0	0	0						0
Total	0	0	0						34
Percent Low/Mod									100.0%

**Annual Accomplishments**

<b>Years</b>	<b>Accomplishment Narrative</b>	<b># Benefitting</b>
2022		
2023	In addition to CDBG funding, Lift Up Sarpy was able to leverage \$42,593.00 to assist Bellevue residents with emergency needs.	



U.S. Department of Housing and Urban Development  
 Office of Community Planning and Development  
 Integrated Disbursement and Information System  
 CDBG Activity Summary Report (GPR) for Program Year 2024  
 BELLEVUE

Date: 24-Nov-2025  
 Time: 12:22  
 Page: 17

**PGM Year:** 2022  
**Project:** 0005 - Bellevue Community Assistance Program  
**IDIS Activity:** 77 - Lift Up Sarpy Bellevue Community Assistance Program - CDBG Coronavirus

Status: Completed 2/4/2025 12:00:00 AM      Objective: Create suitable living environments  
 Location: 119 W Mission Ave Bellevue, NE 68005-5290      Outcome: Availability/accessibility  
 Matrix Code: Other Public Services Not Listed in      National Objective: LMC  
 05A-05Y, 03T (05Z)

**Activity to prevent, prepare for, and respond to Coronavirus:** Yes

**Initial Funding Date:** 04/20/2023

**Description:**

The proposed project will support the Bellevue Community Assistance for Vulnerable Adults and Elderly to assist a LMI individual with housing, utilities, transportation, and mental health needs that are associated with impacts and economic hardships due to the COVID-19 pandemic.

**Financing**

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2020	B20MW310003	\$29,907.00	\$0.00	\$29,907.00
<b>Total</b>	<b>Total</b>			<b>\$29,907.00</b>	<b>\$0.00</b>	<b>\$29,907.00</b>

**Proposed Accomplishments**

People (General) : 25

**Actual Accomplishments**

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	41	3
Black/African American:	0	0	0	0	0	0	11	0
Asian:	0	0	0	0	0	0	2	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0



U.S. Department of Housing and Urban Development  
 Office of Community Planning and Development  
 Integrated Disbursement and Information System  
 CDBG Activity Summary Report (GPR) for Program Year 2024  
 BELLEVUE

Date: 24-Nov-2025  
 Time: 12:22  
 Page: 18

<b>Total:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>54</b>	<b>3</b>	
Female-headed Households:	0		0		0				
<i>Income Category:</i>									
	<b>Owner</b>	<b>Renter</b>	<b>Total</b>						<b>Person</b>
Extremely Low	0	0	0						19
Low Mod	0	0	0						33
Moderate	0	0	0						2
Non Low Moderate	0	0	0						0
Total	0	0	0						54
Percent Low/Mod									100.0%

**Annual Accomplishments**

<b>Years</b>	<b>Accomplishment Narrative</b>	<b># Benefitting</b>
2023	Through the use of COVID specific funding, Lift Up Sarpy County was able to assist Bellevue families in reaching sustainability goals. Of the 54 persons assisted, 24 were from female head of household homes and ten were elderly. In addition to benefiting to providing direct assistance, Lift Up Sarpy was able to leverage \$29,907.00 in additional funding to benefit Bellevue households.	



U.S. Department of Housing and Urban Development  
 Office of Community Planning and Development  
 Integrated Disbursement and Information System  
 CDBG Activity Summary Report (GPR) for Program Year 2024  
 BELLEVUE

Date: 24-Nov-2025  
 Time: 12:22  
 Page: 19

**PGM Year:** 2022  
**Project:** 0003 - Olde Towne Mission Roof Replacement  
**IDIS Activity:** 78 - Olde Towne Mission Roof Replacement  
**Status:** Canceled 12/3/2024 4:27:41 PM  
**Location:** 107 W Mission Ave Bellevue, NE 68005-5236

**Objective:** Create economic opportunities  
**Outcome:** Availability/accessibility  
**Matrix Code:** Rehab; Publicly or Privately-Owned  
 Commercial/Industrial (14E) **National Objective:** SBA

**Activity to prevent, prepare for, and respond to Coronavirus:** No

**Initial Funding Date:** 04/20/2023

**Description:**

The proposed project will provide assistance with replacement of roofs on buildings located at 105 Mission Ave and 107 Mission Ave. Doug's Olde Towne Tavern was award funding during the 2022 Action Plan and a subrecipient agreement was sent out on March 14, 2023, for approval and execution. A response was not received so another notice was sent out June 27, 2023, and again on October 18, 2023. A final notice was sent certified mail on December 7, 2023. This notice allowed the Olde Towne Tavern until July 31, 2024, to execute a subrecipient agreement and complete the project. Once the allowed period expires on July 31, 2024, the City of Bellevue will begin the thirty-day close out procedures for the activity. Any funds appropriated to the project will be unfunded and reallocated to another activity.

**Financing**

No data returned for this view. This might be because the applied filter excludes all data.

**Proposed Accomplishments**

Businesses : 1

**Annual Accomplishments**

No data returned for this view. This might be because the applied filter excludes all data.



U.S. Department of Housing and Urban Development  
 Office of Community Planning and Development  
 Integrated Disbursement and Information System  
 CDBG Activity Summary Report (GPR) for Program Year 2024  
 BELLEVUE

Date: 24-Nov-2025  
 Time: 12:22  
 Page: 20

**PGM Year:** 2022  
**Project:** 0006 - Housing Development Capacity Building Assistance  
**IDIS Activity:** 79 - Housing Development Capacity Building Assistance  
**Status:** Open  
**Location:** 8214 Armstrong Cir Bellevue, NE 68147-1871  
**Objective:** Provide decent affordable housing  
**Outcome:** Availability/accessibility  
**Matrix Code:** CDBG Non-profit Organization Capacity Building (19C)  
**National Objective:** LMH

**Activity to prevent, prepare for, and respond to Coronavirus:** No

**Initial Funding Date:** 04/20/2023

**Description:**

The proposed project includes assistance to support the employment of a development coordinator whose primary duties will be to build relationships with potential partners and garner support for affordable housing all within Bellevue.

**Financing**

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2022	B22MC310003	\$40,000.00	\$0.00	\$40,000.00
<b>Total</b>	<b>Total</b>			<b>\$40,000.00</b>	<b>\$0.00</b>	<b>\$40,000.00</b>

**Proposed Accomplishments**

Organizations : 1

**Actual Accomplishments**

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0		0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0



U.S. Department of Housing and Urban Development  
 Office of Community Planning and Development  
 Integrated Disbursement and Information System  
 CDBG Activity Summary Report (GPR) for Program Year 2024  
 BELLEVUE

Date: 24-Nov-2025  
 Time: 12:22  
 Page: 21

**Total:** 0 0 0 0 0 0 0 0

Female-headed Households: 0 0 0

*Income Category:*

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	0
Percent Low/Mod				

**Annual Accomplishments**

Years	Accomplishment Narrative	# Benefitting
2023	HFSC was able to attain consulting services to assist them with the goal to build capacity, increase workforce housing inventory, and develop relationships and attract developers to the community. During the first half of the year, HFSC/consultant met with the City of Bellevue staff to obtain their views on workforce housing and gather expectations of the project. HFSC/consultant also met with two developers to discuss workforce housing projects and gather knowledge to attract developers. HFSC/consultant continued to research funding opportunities, reach out and meet with developers, and Bellevue staff.	
2024	<p>The Housing Foundation attained the services of a consultant to assist with the development and expansion of affordable and workforce housing project in Bellevue. The goals were to focus on four objectives: (1) advocacy and education, (2) strategic relationships, (3) financial resource, and (4) increase inventory.</p> <p>In an effort to advance advocacy and education, the consultant worked to expand workshops to the area explaining the need for affordable, workforce housing. The Consultant met with are groups as well as elected representatives and met with Bellevue staff members to ensure housing efforts are part of all city plans. Strategic relationship building was important to furthering plans for affordable housing. Bellevue Administrative staff were brought to the table with economic development groups and developers to discuss expansion of inventory through rehabilitation of existing homes, re-zoning of land, and the development of new home inventory.</p> <p>Financial resources play a significant role in advancing housing plans. Several funding sources through the Nebraska Department of Economic Development were identified for the development of affordable housing. Several projects were developed and submitted to grant opportunities to increase the inventory of affordable housing in Bellevue. The Tallgrass Family Housing project by Hoppe and Sons, LLC was awarded \$2 million in CDBG-DR funding to develop 34 rowhome units in Sarpy County. Two additional developers met with the consultant and Housing Foundation to discuss development that would add approximately 36 apartment units to the inventory in Bellevue. Both are pending funding resources that will be applied for at a later date.</p>	



U.S. Department of Housing and Urban Development  
 Office of Community Planning and Development  
 Integrated Disbursement and Information System  
 CDBG Activity Summary Report (GPR) for Program Year 2024  
 BELLEVUE

Date: 24-Nov-2025  
 Time: 12:22  
 Page: 22

**PGM Year:** 2022  
**Project:** 0007 - Program Administration  
**IDIS Activity:** 80 - Program Administration  
**Status:** Open  
**Location:** ,  
**Objective:**  
**Outcome:**  
**Matrix Code:** General Program Administration (21A)      **National Objective:**

**Activity to prevent, prepare for, and respond to Coronavirus:** No

**Initial Funding Date:** 04/20/2023

**Description:**

The project includes all activities associated with successful administration of the CDBG program including department expenses necessary to administer the CDBG program (staff, salary, benefits, supplies, and services), required action plan, CAPER, financial and reporting requirements, project monitoring, environmental assessments, continued training and education opportunities, and other responsibility for the CDBG program.

**Financing**

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2022	B22MC310003	\$50,000.00	\$18,058.33	\$40,465.63
<b>Total</b>	<b>Total</b>			<b>\$50,000.00</b>	<b>\$18,058.33</b>	<b>\$40,465.63</b>

**Proposed Accomplishments**

**Actual Accomplishments**

<i>Number assisted:</i>	<b>Owner</b>		<b>Renter</b>		<b>Total</b>		<b>Person</b>	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:					0	0		
Black/African American:					0	0		
Asian:					0	0		
American Indian/Alaskan Native:					0	0		
Native Hawaiian/Other Pacific Islander:					0	0		
American Indian/Alaskan Native & White:					0	0		
Asian White:					0	0		
Black/African American & White:					0	0		
American Indian/Alaskan Native & Black/African American:					0	0		
Other multi-racial:					0	0		
Asian/Pacific Islander:					0	0		
Hispanic:					0	0		
<b>Total:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>



U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
Integrated Disbursement and Information System  
CDBG Activity Summary Report (GPR) for Program Year 2024  
BELLEVUE

Date: 24-Nov-2025  
Time: 12:22  
Page: 23

Female-headed Households:

0

*Income Category:*

	<b>Owner</b>	<b>Renter</b>	<b>Total</b>	<b>Person</b>
Extremely Low			0	
Low Mod			0	
Moderate			0	
Non Low Moderate			0	
Total	0	0	0	0
Percent Low/Mod				

**Annual Accomplishments**

No data returned for this view. This might be because the applied filter excludes all data.



U.S. Department of Housing and Urban Development  
 Office of Community Planning and Development  
 Integrated Disbursement and Information System  
 CDBG Activity Summary Report (GPR) for Program Year 2024  
 BELLEVUE

Date: 24-Nov-2025  
 Time: 12:22  
 Page: 24

**PGM Year:** 2023  
**Project:** 0001 - North Central Bellevue Sidewalk Improvements  
**IDIS Activity:** 81 - North Central Bellevue Sidewalk Improvements

Status: Completed 5/21/2025 12:00:00 AM      Objective: Create suitable living environments  
 Location: 3900 Chandler Rd W Bellevue, NE 68147-1155      Outcome: Availability/accessibility  
 Matrix Code: Sidewalks (03L)      National Objective: LMA

**Activity to prevent, prepare for, and respond to Coronavirus:** No

**Initial Funding Date:** 05/06/2024

**Description:**  
 The proposed project includes the implementation of construction of sidewalks and curb ramps to provide for safe ADA-compliant pedestrian travel routes and connectivity for residents in low- and moderate-income census tracts identified by HUD.  
 The target area includes Census Tract 105.02, Block Group 2 and Block Group 3.  
 The City will provide administration of the project including development of bid documents, project letting, construction oversight, and implementation of CDBG regulations.  
 An outside contractor will be obtained to complete the construction work.  
 The project includes approximately 12,000 square feet of 4 foot wide sidewalks, ADA curb ramps, retaining walls, and appurtenances along a predetermined route.

**Financing**

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2019	B19MC310003	\$0.33	\$0.00	\$0.33
		2020	B20MC310003	\$46,138.50	\$0.00	\$46,138.50
		2021	B21MC310003	\$678.66	\$0.00	\$678.66
		2023	B23MC310003	\$121,757.81	\$463.00	\$121,757.81
<b>Total</b>	<b>Total</b>			<b>\$168,575.30</b>	<b>\$463.00</b>	<b>\$168,575.30</b>

**Proposed Accomplishments**

People (General) : 2,175  
 Total Population in Service Area: 1,020  
 Census Tract Percent Low / Mod: 54.90

**Annual Accomplishments**

Years	Accomplishment Narrative	# Benefitting
2023	The City of Bellevue Public Works Department prepared the construction and bid documents for the sidewalk improvement project. The City published a Notice for Bids and accepted seal bids before conducting a bid opening on April 25, 2024. The lowest responsible bidder, Burrell Enterprises was selected for the construction project. Following a preconstruction meeting on June 5th and release of a Notice to Proceed, construction began June 17th. A Certificate of Substantial Completion was issued on September 20, 2024, and was presented for close out during the October 1st council meeting.	



U.S. Department of Housing and Urban Development  
 Office of Community Planning and Development  
 Integrated Disbursement and Information System  
 CDBG Activity Summary Report (GPR) for Program Year 2024  
 BELLEVUE

Date: 24-Nov-2025  
 Time: 12:22  
 Page: 25

**PGM Year:** 2023  
**Project:** 0002 - Habitat for Humanity Home Repair Program  
**IDIS Activity:** 82 - Habitat for Humanity Home Repair Program

Status: Completed 9/22/2025 12:00:00 AM      Objective: Provide decent affordable housing  
 Location: 1701 N 24th St Omaha, NE 68110-2326      Outcome: Affordability  
 Matrix Code: Rehab; Single-Unit Residential (14A)      National Objective: LMH

**Activity to prevent, prepare for, and respond to Coronavirus:** No

**Initial Funding Date:** 05/06/2024

**Description:**

The project will provide assistance to owner-occupied housing units for rehabilitation addressing critical repairs that pose a risk to health and/or safety. The units must be within the city limits of Bellevue and occupied by a low- and moderate-income household.

**Financing**

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2023	B23MC310003	\$50,000.00	\$50,000.00	\$50,000.00
<b>Total</b>	<b>Total</b>			<b>\$50,000.00</b>	<b>\$50,000.00</b>	<b>\$50,000.00</b>

**Proposed Accomplishments**

Housing Units : 4

**Actual Accomplishments**

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	2	1	0	0	2	1	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	2	1	0	0	2	1	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0



U.S. Department of Housing and Urban Development  
 Office of Community Planning and Development  
 Integrated Disbursement and Information System  
 CDBG Activity Summary Report (GPR) for Program Year 2024  
 BELLEVUE

Date: 24-Nov-2025  
 Time: 12:22  
 Page: 26

<b>Total:</b>	<b>4</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>2</b>	<b>0</b>	<b>0</b>
Female-headed Households:	0		0		0			
<i>Income Category:</i>								
	<b>Owner</b>	<b>Renter</b>	<b>Total</b>	<b>Person</b>				
Extremely Low	0	0	0	0				
Low Mod	0	0	0	0				
Moderate	4	0	4	0				
Non Low Moderate	0	0	0	0				
Total	4	0	4	0				
Percent Low/Mod	100.0%		100.0%					

**Annual Accomplishments**

<b>Years</b>	<b>Accomplishment Narrative</b>	<b># Benefitting</b>
2023	<p>During the 3rd Quarter, Habitat was in the process of qualifying 27 applicants from Bellevue for the program and begin working on the selected homes in the next quarter.</p> <p>In the 4th Quarter, Habitat had selected two homes for participation in the home repair program. One home has complete the construction review, development of the statement of work, and environmental review. Work is expected to commence soon. The second home selected is in the process of developing the statement of work.</p>	
2024	<p>During the 2024 fiscal year, there were four housing rehabilitation projects completed. The four households were all female head-of-households. There was a total of \$13,489.56 in leveraged funds for two of the projects.</p>	



U.S. Department of Housing and Urban Development  
 Office of Community Planning and Development  
 Integrated Disbursement and Information System  
 CDBG Activity Summary Report (GPR) for Program Year 2024  
 BELLEVUE

Date: 24-Nov-2025  
 Time: 12:22  
 Page: 27

<b>PGM Year:</b>	2023	<b>Objective:</b>	Create suitable living environments
<b>Project:</b>	0003 - BJSJ Program Participation Assistance	<b>Outcome:</b>	Availability/accessibility
<b>IDIS Activity:</b>	83 - BJSJ Program Participation Assistance	<b>Matrix Code:</b>	Other Public Services Not Listed in 05A-05Y, 03T (05Z)
<b>Status:</b>	Open	<b>National Objective:</b>	LMC
<b>Location:</b>	1001 High School Dr Bellevue, NE 68005-3200		

**Activity to prevent, prepare for, and respond to Coronavirus:** No

**Initial Funding Date:** 05/06/2024

**Description:**

The program creates a participation assistance funding for low- and moderate-income families who reside within Bellevue city limits. The participation assistance will be expanded and available for all sports programs offered by BJSJ. The assistance covers registration fees and equipment fees required to participate in the specific sports program.

**Financing**

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2023	B23MC310003	\$6,000.00	\$3,550.00	\$3,550.00
<b>Total</b>	<b>Total</b>			<b>\$6,000.00</b>	<b>\$3,550.00</b>	<b>\$3,550.00</b>

**Proposed Accomplishments**

People (General) : 10

**Actual Accomplishments**

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	18	0
Black/African American:	0	0	0	0	0	0	5	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	4	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0



U.S. Department of Housing and Urban Development  
 Office of Community Planning and Development  
 Integrated Disbursement and Information System  
 CDBG Activity Summary Report (GPR) for Program Year 2024  
 BELLEVUE

Date: 24-Nov-2025  
 Time: 12:22  
 Page: 28

<b>Total:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>27</b>	<b>0</b>
Female-headed Households:	0		0		0			

*Income Category:*

	Owner	Renter	Total	Person
Extremely Low	0	0	0	15
Low Mod	0	0	0	10
Moderate	0	0	0	2
Non Low Moderate	0	0	0	0
Total	0	0	0	27
Percent Low/Mod				100.0%

**Annual Accomplishments**

Years	Accomplishment Narrative	# Benefiting
2024	Of the 27 households assisted through the program, 17 of those were female head of households.	



U.S. Department of Housing and Urban Development  
 Office of Community Planning and Development  
 Integrated Disbursement and Information System  
 CDBG Activity Summary Report (GPR) for Program Year 2024  
 BELLEVUE

Date: 24-Nov-2025  
 Time: 12:22  
 Page: 29

**PGM Year:** 2023  
**Project:** 0004 - Lift Up Family Assistance Program  
**IDIS Activity:** 84 - Lift Up Family Assistance Program  
**Status:** Completed 10/23/2025 12:00:00 AM  
**Location:** 119 W Mission Ave Bellevue, NE 68005-5290  
**Objective:** Create suitable living environments  
**Outcome:** Availability/accessibility  
**Matrix Code:** Other Public Services Not Listed in 05A-05Y, 03T (05Z) **National Objective:** LMC

**Activity to prevent, prepare for, and respond to Coronavirus:** No

**Initial Funding Date:** 05/06/2024

**Description:**

The proposed project will support the Bellevue Community Assistance for low- and moderate-income households to assist a LMI individual with the car match program, financial planning classes, and childcare assistance.

**Financing**

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2023	B23MC310003	\$47,643.00	\$36,585.79	\$47,643.00
<b>Total</b>	<b>Total</b>			<b>\$47,643.00</b>	<b>\$36,585.79</b>	<b>\$47,643.00</b>

**Proposed Accomplishments**

People (General) : 50

**Actual Accomplishments**

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	19	3
Black/African American:	0	0	0	0	0	0	2	0
Asian:	0	0	0	0	0	0	1	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	1	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	1	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0



U.S. Department of Housing and Urban Development  
 Office of Community Planning and Development  
 Integrated Disbursement and Information System  
 CDBG Activity Summary Report (GPR) for Program Year 2024  
 BELLEVUE

Date: 24-Nov-2025  
 Time: 12:22  
 Page: 30

<b>Total:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>24</b>	<b>3</b>
Female-headed Households:	0		0		0			

*Income Category:*

	Owner	Renter	Total	Person
Extremely Low	0	0	0	7
Low Mod	0	0	0	21
Moderate	0	0	0	2
Non Low Moderate	0	0	0	0
Total	0	0	0	30
Percent Low/Mod				100.0%

**Annual Accomplishments**

Years	Accomplishment Narrative	# Benefitting
2023		
2024		



U.S. Department of Housing and Urban Development  
 Office of Community Planning and Development  
 Integrated Disbursement and Information System  
 CDBG Activity Summary Report (GPR) for Program Year 2024  
 BELLEVUE

Date: 24-Nov-2025  
 Time: 12:22  
 Page: 31

**PGM Year:** 2023  
**Project:** 0005 - Program Administration  
**IDIS Activity:** 85 - Program Administration  
**Status:** Open  
**Location:** ,  
**Objective:**  
**Outcome:**  
**Matrix Code:** General Program Administration (21A)      **National Objective:**

**Activity to prevent, prepare for, and respond to Coronavirus:** No

**Initial Funding Date:** 05/06/2024

**Description:**

The project includes all activities associated with successful administration of the CDBG program including department expenses necessary to administer the CDBG program (staff, salary, benefits, supplies, and services), required action plan, CAPER, financial and reporting requirements, project monitoring, environmental assessments, continued training and education opportunities, and other responsibility for the CDBG program.

**Financing**

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2023	B23MC310003	\$50,000.00	\$18,658.18	\$33,672.92
<b>Total</b>	<b>Total</b>			<b>\$50,000.00</b>	<b>\$18,658.18</b>	<b>\$33,672.92</b>

**Proposed Accomplishments**

**Actual Accomplishments**

<i>Number assisted:</i>	<b>Owner</b>		<b>Renter</b>		<b>Total</b>		<b>Person</b>	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:					0	0		
Black/African American:					0	0		
Asian:					0	0		
American Indian/Alaskan Native:					0	0		
Native Hawaiian/Other Pacific Islander:					0	0		
American Indian/Alaskan Native & White:					0	0		
Asian White:					0	0		
Black/African American & White:					0	0		
American Indian/Alaskan Native & Black/African American:					0	0		
Other multi-racial:					0	0		
Asian/Pacific Islander:					0	0		
Hispanic:					0	0		
<b>Total:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>



U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
Integrated Disbursement and Information System  
CDBG Activity Summary Report (GPR) for Program Year 2024  
BELLEVUE

Date: 24-Nov-2025

Time: 12:22

Page: 32

Female-headed Households:

0

*Income Category:*

	<b>Owner</b>	<b>Renter</b>	<b>Total</b>	<b>Person</b>
Extremely Low			0	
Low Mod			0	
Moderate			0	
Non Low Moderate			0	
Total	0	0	0	0
Percent Low/Mod				

**Annual Accomplishments**

No data returned for this view. This might be because the applied filter excludes all data.



U.S. Department of Housing and Urban Development  
 Office of Community Planning and Development  
 Integrated Disbursement and Information System  
 CDBG Activity Summary Report (GPR) for Program Year 2024  
 BELLEVUE

Date: 24-Nov-2025  
 Time: 12:22  
 Page: 33

<b>PGM Year:</b>	2024	<b>Objective:</b>	Create suitable living environments
<b>Project:</b>	0001 - Harvell Drive Sidewalk Improvement	<b>Outcome:</b>	Availability/accessibility
<b>IDIS Activity:</b>	86 - Harvell Drive Sidewalk Improvement	<b>Matrix Code:</b>	Sidewalks (03L)
<b>Status:</b>	Open	<b>National Objective:</b>	LMA
<b>Location:</b>	2100 Harvell Cir Bellevue, NE 68005-2996		

**Activity to prevent, prepare for, and respond to Coronavirus:** No

**Initial Funding Date:** 05/01/2025

**Description:**  
 Funding will implement construction of sidewalks and ADA-compliant curb ramps to provide safe pedestrian travel routes along Harvell Drive and Chateau Drive and connectivity for residents in CDBG LMI areas 7 and 8.

**Financing**

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2023	B23MC310003	\$80,462.70	\$80,462.70	\$80,462.70
		2024	B24MC310003	\$73,179.00	\$73,179.00	\$73,179.00
<b>Total</b>	<b>Total</b>			<b>\$153,641.70</b>	<b>\$153,641.70</b>	<b>\$153,641.70</b>

**Proposed Accomplishments**  
 People (General) : 1,005  
 Total Population in Service Area: 1,005  
 Census Tract Percent Low / Mod: 65.67

**Annual Accomplishments**

Years	Accomplishment Narrative	# Benefitting
2024	The City of Bellevue develop engineering plans and bid documents for the Harvell Drive Sidewalk project. The Notice of Bids was published on May 7, 2025, with a bid opening scheduled for May 21, 2025. The City received three responses to the bid solicitation and selected the lowest responsive bidder for the project. The construction contract was approved June 3, 2025, and a pre-construction meeting was held with the contractor on June 12, 2025. Construction began on June 24, 2025. Construction is ongoing and is anticipated to be complete in November 2025.	



U.S. Department of Housing and Urban Development  
 Office of Community Planning and Development  
 Integrated Disbursement and Information System  
 CDBG Activity Summary Report (GPR) for Program Year 2024  
 BELLEVUE

Date: 24-Nov-2025  
 Time: 12:22  
 Page: 34

**PGM Year:** 2024  
**Project:** 0002 - Habitat for Humanity Home Repair Program  
**IDIS Activity:** 87 - Habitat for Humanity Home Repair Program

Status: Open Objective: Provide decent affordable housing  
 Location: 1701 N 24th St Omaha, NE 68110-2326 Outcome: Affordability  
 Matrix Code: Rehab; Single-Unit Residential (14A) National Objective: LMH

**Activity to prevent, prepare for, and respond to Coronavirus:** No

**Initial Funding Date:** 05/01/2025

**Description:**

The project will provide assistance to owner-occupied housing units for rehabilitation addressing critical repairs that pose a risk to health and/or safety. The units must be within the city limits of Bellevue and occupied by a low- and moderate-income household.

**Financing**

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2024	B24MC310003	\$50,000.00	\$0.00	\$0.00
<b>Total</b>	<b>Total</b>			<b>\$50,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

**Proposed Accomplishments**

Housing Units : 4

**Actual Accomplishments**

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0		0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0



U.S. Department of Housing and Urban Development  
 Office of Community Planning and Development  
 Integrated Disbursement and Information System  
 CDBG Activity Summary Report (GPR) for Program Year 2024  
 BELLEVUE

Date: 24-Nov-2025  
 Time: 12:22  
 Page: 35

**Total:** 0 0 0 0 0 0 0 0

Female-headed Households: 0 0 0 0

*Income Category:*

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	0
Percent Low/Mod				

**Annual Accomplishments**

Years	Accomplishment Narrative	# Benefiting
2024	Habitat for Humanity of Omaha accepted application for the Home Repair Program. Of the application, four projects were identified for the program. Two of the projects have developed statements of work and moved through the environmental review process. Construction has begun, but has not been complete prior to the end of the fiscal year.	



U.S. Department of Housing and Urban Development  
 Office of Community Planning and Development  
 Integrated Disbursement and Information System  
 CDBG Activity Summary Report (GPR) for Program Year 2024  
 BELLEVUE

Date: 24-Nov-2025  
 Time: 12:22  
 Page: 36

<b>PGM Year:</b>	2024	<b>Objective:</b>	Create suitable living environments
<b>Project:</b>	0003 - BPS Family Literacy Program	<b>Outcome:</b>	Availability/accessibility
<b>IDIS Activity:</b>	88 - BPS Family Literacy Program	<b>Matrix Code:</b>	Other Public Services Not Listed in 05A-05Y, 03T (05Z)
<b>Status:</b>	Open	<b>National Objective:</b>	LMC
<b>Location:</b>	2600 Arboretum Dr Bellevue, NE 68005-3501		

**Activity to prevent, prepare for, and respond to Coronavirus:** No

**Initial Funding Date:** 05/01/2025

**Description:**  
 The program will provide adults with childcare, transportation, job application support through technology training and English classes in addition to benefiting low- and moderate-income households living within the city limits with acquiring English proficiency to increase opportunities to apply for employment and support their childrens educational needs. The grant funds will support two childcare staff members and a Spanish interpreter to support the program.

**Financing**

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2024	B24MC310003	\$20,000.00	\$0.00	\$0.00
<b>Total</b>	<b>Total</b>			<b>\$20,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

**Proposed Accomplishments**

People (General) : 50

**Actual Accomplishments**

*Number assisted:*

	<b>Owner</b>		<b>Renter</b>		<b>Total</b>		<b>Person</b>	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0		0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0



U.S. Department of Housing and Urban Development  
 Office of Community Planning and Development  
 Integrated Disbursement and Information System  
 CDBG Activity Summary Report (GPR) for Program Year 2024  
 BELLEVUE

Date: 24-Nov-2025  
 Time: 12:22  
 Page: 37

**Total:** 0 0 0 0 0 0 0 0

Female-headed Households: 0 0 0 0

*Income Category:*

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	0
Percent Low/Mod				

**Annual Accomplishments**

Years	Accomplishment Narrative	# Benefitting
2024		
2025		



U.S. Department of Housing and Urban Development  
 Office of Community Planning and Development  
 Integrated Disbursement and Information System  
 CDBG Activity Summary Report (GPR) for Program Year 2024  
 BELLEVUE

Date: 24-Nov-2025  
 Time: 12:22  
 Page: 38

<b>PGM Year:</b>	2024	<b>Objective:</b>	Create suitable living environments
<b>Project:</b>	0004 - Lift Up Family Assistance Program	<b>Outcome:</b>	Availability/accessibility
<b>IDIS Activity:</b>	89 - Lift Up Family Assistance Program	<b>Matrix Code:</b>	Other Public Services Not Listed in 05A-05Y, 03T (05Z)
<b>Status:</b>	Open	<b>National Objective:</b>	LMC
<b>Location:</b>	1620 Wilshire Dr Ste 301 Suite 301 Bellevue, NE 68005-6600		

**Activity to prevent, prepare for, and respond to Coronavirus:** No

**Initial Funding Date:** 05/01/2025

**Description:**  
 The program will provide support to low- and- moderate-income households with elementary and middle school aged children that are struggling with truancy issues and financial sustainability with service, technology access, and parenting resources.  
 The program will also host community outreach events, parenting forums, and school engagement events with the goal of making school a place where children want to be and families feel more engaged.

**Financing**

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2024	B24MC310003	\$13,662.50	\$6,065.60	\$6,065.60
<b>Total</b>	<b>Total</b>			<b>\$13,662.50</b>	<b>\$6,065.60</b>	<b>\$6,065.60</b>

**Proposed Accomplishments**

People (General) : 10

**Actual Accomplishments**

*Number assisted:*

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0



U.S. Department of Housing and Urban Development  
 Office of Community Planning and Development  
 Integrated Disbursement and Information System  
 CDBG Activity Summary Report (GPR) for Program Year 2024  
 BELLEVUE

Date: 24-Nov-2025  
 Time: 12:22  
 Page: 39

Hispanic:	0	0	0	0	0	0	0	0	0
<b>Total:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Female-headed Households:	0		0		0				

*Income Category:*

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	0
Percent Low/Mod				

**Annual Accomplishments**

Years	Accomplishment Narrative	# Benefiting
2024		



U.S. Department of Housing and Urban Development  
 Office of Community Planning and Development  
 Integrated Disbursement and Information System  
 CDBG Activity Summary Report (GPR) for Program Year 2024  
 BELLEVUE

Date: 24-Nov-2025  
 Time: 12:22  
 Page: 40

<b>PGM Year:</b>	2024	<b>Objective:</b>	Create suitable living environments
<b>Project:</b>	0005 - All Seasons Assistance for Vulnerable Adults	<b>Outcome:</b>	Availability/accessibility
<b>IDIS Activity:</b>	90 - All Seasons Assistance for Vulnerable Adults	<b>Matrix Code:</b>	Other Public Services Not Listed in 05A-05Y, 03T (05Z)
<b>Status:</b>	Open	<b>National Objective:</b>	LMC
<b>Location:</b>	119 W Mission Ave Ste F Suite F Bellevue, NE 68005-5290		

**Activity to prevent, prepare for, and respond to Coronavirus:** No

**Initial Funding Date:** 05/01/2025

**Description:**  
 The program will provide assistance to vulnerable adults including seniors, homeless, and those with special needs in the Bellevue area with access to services, transportation and supplemental food pantry assistance. Assistance will also include access to technology in apply for assistance to other programs and continued support through case management.

**Financing**

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2024	B24MC310003	\$13,662.50	\$4,718.75	\$4,718.75
<b>Total</b>	<b>Total</b>			<b>\$13,662.50</b>	<b>\$4,718.75</b>	<b>\$4,718.75</b>

**Proposed Accomplishments**

People (General) : 10

**Actual Accomplishments**

*Number assisted:*

	<b>Owner</b>		<b>Renter</b>		<b>Total</b>		<b>Person</b>	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0	10	0
Black/African American:	0	0	0	0	0	0	2	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0



U.S. Department of Housing and Urban Development  
 Office of Community Planning and Development  
 Integrated Disbursement and Information System  
 CDBG Activity Summary Report (GPR) for Program Year 2024  
 BELLEVUE

Date: 24-Nov-2025  
 Time: 12:22  
 Page: 41

<b>Total:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>12</b>	<b>0</b>
Female-headed Households:	0		0		0			

*Income Category:*

	Owner	Renter	Total	Person
Extremely Low	0	0	0	3
Low Mod	0	0	0	9
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	12
Percent Low/Mod				100.0%

**Annual Accomplishments**

Years	Accomplishment Narrative	# Benefitting
2024	Of the twelve people assisted, eight were from female-head of households, two were elderly, and one was disabled.	



U.S. Department of Housing and Urban Development  
 Office of Community Planning and Development  
 Integrated Disbursement and Information System  
 CDBG Activity Summary Report (GPR) for Program Year 2024  
 BELLEVUE

Date: 24-Nov-2025  
 Time: 12:22  
 Page: 42

**PGM Year:** 2024  
**Project:** 0006 - Bellevue Economic Enhancement Small Business Assistance Program  
**IDIS Activity:** 91 - Bellevue Economic Enhancement Small Business Assistance Program  
**Status:** Open **Objective:** Create economic opportunities  
**Location:** 1036 Bruin Blvd Ste 119 Suite 119 Bellevue, NE 68005-3737 **Outcome:** Availability/accessibility  
**Matrix Code:** ED Direct Financial Assistance to For-Profits (18A) **National Objective:** LMJ

**Activity to prevent, prepare for, and respond to Coronavirus:** No

**Initial Funding Date:** 05/01/2025

**Description:**  
 The project will provide assistance to help small businesses with resources to make improvements, increase customer base, and expand employment opportunities.

**Financing**

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2024	B24MC310003	\$50,000.00	\$0.00	\$0.00
<b>Total</b>	<b>Total</b>			<b>\$50,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

**Proposed Accomplishments**

Jobs : 3

**Actual Accomplishments**

*Number assisted:*

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0		0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
<b>Total:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>



U.S. Department of Housing and Urban Development  
 Office of Community Planning and Development  
 Integrated Disbursement and Information System  
 CDBG Activity Summary Report (GPR) for Program Year 2024  
 BELLEVUE

Date: 24-Nov-2025  
 Time: 12:22  
 Page: 43

Female-headed Households: 0 0 0

*Income Category:*

	<b>Owner</b>	<b>Renter</b>	<b>Total</b>	<b>Person</b>
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	0
Percent Low/Mod				

**Annual Accomplishments**

<b>Years</b>	<b>Accomplishment Narrative</b>	<b># Benefitting</b>
2024	During FY2024, the Bellevue Economic Enhancement Foundation (BEEF) developed grant program guidelines and an application process for the Small Business Assistance Program. The application was released to the community. The response to the application was substantial with fourteen applications provided to an oversight committee for review. Ten applications were recommended for funding and BEEF moved forward with contacting the awardees. Following notification, each business secured their UEI number and completed environmental review records. The projects will continue to move forward during the next fiscal year.	



U.S. Department of Housing and Urban Development  
 Office of Community Planning and Development  
 Integrated Disbursement and Information System  
 CDBG Activity Summary Report (GPR) for Program Year 2024  
 BELLEVUE

Date: 24-Nov-2025  
 Time: 12:22  
 Page: 44

**PGM Year:** 2024  
**Project:** 0007 - Housing Development Capacity Building Assistance  
**IDIS Activity:** 92 - Housing Development Capacity Building Assistance  
**Status:** Open  
**Location:** 8214 Armstrong Cir Bellevue, NE 68147-1871  
**Objective:** Provide decent affordable housing  
**Outcome:** Sustainability  
**Matrix Code:** CDBG Non-profit Organization Capacity Building (19C)  
**National Objective:** LMH

**Activity to prevent, prepare for, and respond to Coronavirus:** No

**Initial Funding Date:** 05/01/2025

**Description:**

The proposed project includes assistance to support the employment of a development coordinator whose primary duties will be to build relationships with potential partners and garner support for affordable housing all within Bellevue.

**Financing**

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2024	B24MC310003	\$40,000.00	\$0.00	\$0.00
<b>Total</b>	<b>Total</b>			<b>\$40,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

**Proposed Accomplishments**

Organizations : 1

**Actual Accomplishments**

Number assisted:

	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0		0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0



U.S. Department of Housing and Urban Development  
 Office of Community Planning and Development  
 Integrated Disbursement and Information System  
 CDBG Activity Summary Report (GPR) for Program Year 2024  
 BELLEVUE

Date: 24-Nov-2025  
 Time: 12:22  
 Page: 45

**Total:** 0 0 0 0 0 0 0 0

Female-headed Households: 0 0 0 0

*Income Category:*

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	0
Percent Low/Mod				

**Annual Accomplishments**

Years	Accomplishment Narrative	# Benefiting
2024		



U.S. Department of Housing and Urban Development  
 Office of Community Planning and Development  
 Integrated Disbursement and Information System  
 CDBG Activity Summary Report (GPR) for Program Year 2024  
 BELLEVUE

Date: 24-Nov-2025  
 Time: 12:22  
 Page: 46

**PGM Year:** 2024  
**Project:** 0008 - Program Administration  
**IDIS Activity:** 93 - Program Administration  
 Status: Open  
 Location: ,  
 Objective:  
 Outcome:  
 Matrix Code: General Program Administration (21A)      National Objective:

**Activity to prevent, prepare for, and respond to Coronavirus:** No

**Initial Funding Date:** 05/01/2025

**Description:**

The project includes all activities associated with successful administration of the CDBG program including department expenses necessary to administer the CDBG program (staff, salary, benefits, supplies, and services), required action plan, CAPER, financial and reporting requirements, project monitoring, environmental assessments, continued training and education opportunities, and other responsibility for the CDBG program.

**Financing**

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2024	B24MC310003	\$55,000.00	\$11,154.94	\$11,154.94
<b>Total</b>	<b>Total</b>			<b>\$55,000.00</b>	<b>\$11,154.94</b>	<b>\$11,154.94</b>

**Proposed Accomplishments**

**Actual Accomplishments**

<i>Number assisted:</i>	<b>Owner</b>		<b>Renter</b>		<b>Total</b>		<b>Person</b>	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:					0	0		
Black/African American:					0	0		
Asian:					0	0		
American Indian/Alaskan Native:					0	0		
Native Hawaiian/Other Pacific Islander:					0	0		
American Indian/Alaskan Native & White:					0	0		
Asian White:					0	0		
Black/African American & White:					0	0		
American Indian/Alaskan Native & Black/African American:					0	0		
Other multi-racial:					0	0		
Asian/Pacific Islander:					0	0		
Hispanic:					0	0		
<b>Total:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>



U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
Integrated Disbursement and Information System  
CDBG Activity Summary Report (GPR) for Program Year 2024  
BELLEVUE

Date: 24-Nov-2025

Time: 12:22

Page: 47

Female-headed Households:

0

*Income Category:*

	<b>Owner</b>	<b>Renter</b>	<b>Total</b>	<b>Person</b>
Extremely Low			0	
Low Mod			0	
Moderate			0	
Non Low Moderate			0	
Total	0	0	0	0
Percent Low/Mod				

**Annual Accomplishments**

No data returned for this view. This might be because the applied filter excludes all data.



U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
Integrated Disbursement and Information System  
CDBG Activity Summary Report (GPR) for Program Year 2024  
BELLEVUE

Date: 24-Nov-2025

Time: 12:22

Page: 48

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<b>Total Funded Amount:</b>	<b>\$1,624,095.12</b>
<b>Total Drawn Thru Program Year:</b>	<b>\$1,376,235.84</b>
<b>Total Drawn In Program Year:</b>	<b>\$504,992.62</b>

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

14b.  
12/16/2025

COUNCIL MEETING DATE: 12/16/2025		SUBMITTED BY: Finance, CDBG	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input checked="" type="checkbox"/>	
RESOLUTION <input checked="" type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Conduct a public hearing and approve the resolution for the CDBG 2024-2025 Consolidated Annual Performance Evaluation and Report.

SYNOPSIS/BACKGROUND:

HUD regulation requires the City to submit the Consolidated Annual Performance and Evaluation Report (CAPER) which is the end of the year report outlining all activities and expenditures of grant funds during the fiscal year. During FY24-25, the CDBG program expended a total of \$504,992.62. Of the CDBG entitlement funding expended for projects, 100% was spent on activities that benefit low- and moderate-income households. The CAPER requires a 15-day public notice which was published on November 26th, and a public hearing prior to approval of the resolution by the City Council.

FISCAL IMPACT: NA BUDGETED FUNDS?: Yes GRANT/MATCHING FUNDS?: Yes/No

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

START DATE: 10/01/2024 END DATE: 09/30/2025 PAYMENT DATE: INSURANCE REQUIRED: Yes

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Conduct a public hearing to obtain citizen input and approve the Resolution for the 2024-2025 CAPER.

ATTACHMENTS:

1. Resolution No. 2025-30	2. 2024-2025 CAPER draft	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*Daniel Miller*  
*[Signature]*  
*[Signature]*

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: <b>December 16, 2025</b>		SUBMITTED BY: <b>Tammi Palm, Planning Director</b>	
AGENDA ITEM:	CONSENT-AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION	<input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING	<input checked="" type="checkbox"/>
RESOLUTION <input checked="" type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER	<input type="checkbox"/>

SUBJECT:

Request to adopt the Bellevue-Papillion Housing Resilience Plan. Applicant: City of Bellevue.

SYNOPSIS/BACKGROUND:

The City of Bellevue was the recipient of a grant for the purpose of preparing a multijurisdictional housing resilience plan. The city partnered with the City of Papillion on this project. Throughout the course of the past year staff has worked with RDG Planning and Design on the plan. Community input was an important part of this process.

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:

Both the Planning Department and Planning Commission are recommending approval.

ATTACHMENTS:

- |  |   |  |
|--|---|--|
| 1. <input type="text" value="Staff Memo"/>                                 | 2. <input type="text" value="PC Recommendation Sheet"/> | 3. <input type="text" value="Resolution No. 2025-29"/> |
| 4. <input type="text" value="Bellevue-Papillion Housing Resilience Plan"/> | 5. <input type="text"/>                                 | 6. <input type="text"/>                                |

SIGNATURES:

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

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

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

*Janet Willis*  
*[Signature]*  
*[Signature]*



We Influence The World!

City of Bellevue  
Planning Department  
1510 Wall St. • Bellevue, Nebraska • 68005 • 402-293-3026

TO: Mayor Rusty Hike  
City Administrator Jim Ristow  
City Council  
FROM: Tammi Palm, Planning Director  
DATE: December 9, 2025  
RE: Bellevue-Papillion Housing Resilience Plan

The City of Bellevue was the recipient of a State of Nebraska Department of Economic Development (NDED) Community Development Block Grant Disaster Grant (CDBG-DR) for the purpose of preparing a multijurisdictional housing resilience plan. The city partnered with the City of Papillion on this project.

Following several natural disasters, the cities of Bellevue and Papillion understand the need for more intentional planning which enhances the quality of life for residents of all ages, considers anticipated changes in climate over time, and prepares the community for disruptions. This plan will complement our recently adopted Comprehensive Plan.

Throughout the course of this year, staff has worked with RDG Planning and Design on the housing resilience plan. Community input was an important part of this process.

**PLANNING DEPARTMENT RECOMMENDATION:**

Approval

**PLANNING COMMISSION RECOMMENDATION:**

Approve as presented.

# City of Bellevue

## PLANNING COMMISSION RECOMMENDATION

APPLICANT: City of Bellevue  
CASE #: 189  
CITY COUNCIL HEARING DATE: December 16, 2025

REQUEST: to approve the Bellevue & Papillion Housing Resilience Plan.

On November 20, 2025, the City of Bellevue Planning Commission voted five yes, zero no, four absent, and zero abstained:

**APPROVAL** as presented.

VOTE:

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

Planning Commission Hearing was held on: November 20, 2025

**RESOLUTION 2025-29**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BELLEVUE, NEBRASKA, ADOPTING THE BELLEVUE & PAPILLION HOUSING RESILIENCE PLAN.**

**WHEREAS** The Bellevue & Papillion Housing Resilience Plan is a response to recent federally declared disasters such as the 2019 floods; and

**WHEREAS** the proposed “Bellevue & Papillion Housing Resilience Plan” is attached to this Resolution as Exhibit “A”; and

**WHEREAS** the Bellevue & Papillion Housing Resilience Plan is a standalone plan that provides a framework for reducing housing-related disaster risks, such as flooding, and is separate from the Comprehensive Plan, but supports the goals of Comprehensive Plan; and

**WHEREAS** the City of Bellevue Planning Commission has held a public hearing and has recommended the City Council adopt the Bellevue & Papillion Housing Resilience Plan.

**NOW, THEREFORE, BE IT RESOLVED, BY THE MAYOR AND CITY COUNCIL** of the City of Bellevue, Nebraska that the Bellevue & Papillion Housing Resilience Plan in the form presented, is hereby adopted.

PASSED AND ADOPTED THIS 16th DAY OF DECEMBER 2025

\_\_\_\_\_  
Rusty Hike, Mayor

ATTEST:

\_\_\_\_\_  
Susan Kluthe, City Clerk

November 5, 2025



# BELLEVUE & PAPILLION

HOUSING RESILIENCE PLAN







# TABLE OF CONTENTS

<b>INTRODUCTION &amp; OVERVIEW</b> .....	<b>7</b>
<b>EXISTING HOUSING ASSESSMENT</b> .....	<b>21</b>
<b>HOUSING RESILIENCY POLICY MAP</b> .....	<b>49</b>
<b>HOUSING LOSS REDUCTION PLAN</b> .....	<b>67</b>
<b>COMMUNITY EDUCATION PLAN</b> .....	<b>83</b>
<b>MITIGATION &amp; RECOVERY FUNDING PLAN</b> .....	<b>91</b>
<b>APPENDICES</b> .....	<b>99</b>

# ACKNOWLEDGEMENTS

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Rich Casey  
Scott Hankins  
Tanya Gifford

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Steve Engberg  
Steve Sunde  
Tom Mumgaard  
Mayor David Black

*The Cities of Bellevue and Papillion would like to thank all who shared their time, ideas, experience, and expertise to help shape this plan. This includes City Council members, Planning Commission members, Advisory Committee members, and community members who guided the process along the way.*

*You played a key role in shaping the plan's recommendations and priorities. Whether your name appears on this list or not, your involvement made a real difference and helped create a stronger, more resilient future for Bellevue and Papillion.*

# EXECUTIVE SUMMARY

The Bellevue-Papillion Housing Resilience Plan marks a historic milestone, one of the first of its kind, and establishes a comprehensive framework to protect, adapt, and strengthen housing in the face of the increasing severity and frequency of natural hazards. The plan and its goals were developed through an inclusive planning process with stakeholders, who included community residents and regional partners. Grounded in data-driven analysis, the plan provides a roadmap for safeguarding homes and their occupants against strong storms, flooding, and extreme temperatures, hazards that threaten the safety, affordability, and long-term viability of the housing stock in Bellevue and Papillion.

The purpose of the Bellevue-Papillion Housing Resilience Plan is to provide both communities with a coordinated framework for reducing housing-related disaster risks, improving neighborhood stability, and supporting long-term growth.

The plan recognizes that resilient housing is the foundation of resilient communities. By integrating hazard mitigation with housing and land use policy, the plan bridges the gap between emergency management and local planning efforts, ensuring decisions about where and how homes are built and maintained contribute to long-term sustainability and resiliency.

The plan is structured in six chapters that build from analysis to action:

1. Introduction and Plan Overview
2. Existing Housing Assessment
3. Housing Resiliency Policy Map
4. Housing Loss Reduction Plan
5. Community Education Plan
6. Mitigation and Recovery Funding Plan

The Bellevue-Papillion Housing Resilience Plan represents a shared commitment to proactive, forward-looking leadership in the region. It recognizes that resilience extends beyond emergency response, but intentionally shaping stronger, safer, and overall more resilient communities and neighborhoods.



An aerial, top-down view of a residential neighborhood. The image shows several houses with varying rooflines, some with swimming pools, and streets with parked cars. The overall color palette is a monochromatic blue-grey. The text '01' is overlaid on the left side in a large, light blue font.

# 01

# INTRODUCTION & OVERVIEW

This chapter introduces the Housing Resilience Plan and highlights its purpose, goals, and key elements.

# INTRODUCTION

A home more than just a place to rest one's head—it is often a family's most valuable asset and the foundation of safety and stability.

It should also be where one feels the safest. Over the past twenty years, communities have experienced more frequent and intense extreme weather events. These disruptions affect household safety on physical, financial, social, and psychological levels.

In 2025, the cities of Bellevue and Papillion came together to prepare the Bellevue and Papillion Housing Resilience Plan. The effort reflects the shared commitment to planning for housing supply and affordability challenges that are only intensified by the frequency and severity of weather related disasters. Both cities recognized that forward looking planning is necessary to protect residents, strengthen neighborhoods, and ensure that housing and infrastructure systems are prepared for future disruptions.

This multi-jurisdictional plan was developed with support from the Nebraska Department of Economic Development (NDED) through the Community Development Block Grant – Disaster Recovery (CDBG-DR) program, with funding provided by the U.S. Department of Housing and Urban Development (HUD) in response to the 2019 floods and severe storms.





## PURPOSE OF THE PLAN

The purpose of the Bellevue and Papillion Housing Resilience Plan is to provide both communities with a coordinated framework for reducing housing-related disaster risks, improving neighborhood stability, and supporting long-term growth.

As a multijurisdictional effort, the plan responds to federally declared disasters, including the 2019 floods, which exposed vulnerabilities in the housing system and highlighted the need for proactive, collaborative planning.

# WHAT IS RESILIENCE?

According to the U.S. Department of Housing and Urban Development (HUD), resilience is defined as “a community’s ability to minimize damage and recover quickly from extreme events and changing conditions, including natural hazard risks.”

In the context of housing, resilience means ensuring that homes and neighborhoods are safe, durable, adaptable, and capable of supporting residents during and after disruptive events.



# WHAT MAKES HOUSING RESILIENT?

**DISASTER RESISTANT**  
able to protect people and assets  
in the face of multiple hazards.



**AFFORDABLE**  
financially accessible  
for low-to-middle-  
income households.



**SUSTAINABLE**  
built and/or strengthened  
through processes  
that can be scaled and  
replicated, with minimal  
environmental footprint.



**LOCALLY APPROPRIATE**  
built using materials, skills, and  
tools that are appropriate for the  
culture and the climate.



**HEALTH AND SECURE**  
with adequate water, sanitation,  
ventilation, light, access, space,  
and security.



**SCALABLE**  
capable of adapting to the  
evolving needs of the population  
over time through a combination  
of policy changes and access to  
financial technology



**ADAPTABLE**  
can be expanded and  
adapted to growing popula-  
tion, shifting demographics,  
and emerging technology.



**A FINANCIAL ASSET**  
and/or a place of business  
that stimulates economic opportu-  
nity by being adaptable  
to multiple uses, and protecting  
a family's property investment.



Source: Adapted from Build Change (2024), "Why Resilient Housing."  
Retrieved from [buildchange.org/why-resilient-housing](https://buildchange.org/why-resilient-housing)

## WHAT

### IS A HOUSING RESILIENCE PLAN?

A housing resilience plan is a strategic, non-regulatory document that evaluates existing housing conditions, identifies vulnerabilities, and recommends policies, programs, and actions that strengthen the housing system against risks such as extreme weather events.

It is both a technical resource and a guidance tool to help communities integrate resilience into housing, land use, and infrastructure decisions.

## WHY

### A HOUSING RESILIENCE PLAN?

Bellevue and Papillion have experienced multiple federally declared disasters in recent years, exposing vulnerabilities in their housing systems. Following the 2019 floods, the U.S. Department of Housing and Urban Development (HUD) identified parts of Sarpy County as Most Impacted and Distressed (MID), making them priority locations for investment and planning.

This plan responds directly to those conditions by evaluating vulnerabilities in both existing neighborhoods and areas of future growth. It provides a framework for reducing risk while also addressing housing affordability, equity, and long-term sustainability.

By planning jointly, Bellevue and Papillion can align strategies, share resources, and ensure that CDBG-DR investments produce stronger, and lasting resilience outcomes across both jurisdictions.

## HOW

### WILL THE PLAN BE USED?

The plan will guide staff, elected officials, housing providers, developers, and community partners as they make housing and land use decisions. It will inform land use and housing policies, guide redevelopment and investment priorities, support applications for state and federal funding, and build community awareness of resilience best practices.

While not regulatory in nature, the plan serves as a roadmap for coordinated, forward-looking decision-making across Bellevue and Papillion.

# GOALS OF THE PLAN

The plan reflects Bellevue and Papillion's local needs while also aligning with FEMA's National Disaster Recovery Framework, which emphasizes housing that is safe, affordable, sustainable, and less vulnerable to hazards. By grounding local strategies in these national priorities, the plan ensures they are community-driven, aligned with best practices, and positioned to strengthen resilience while improving access to state and federal funding.

**Building on this foundation, the plan focuses on five key goals:**

- 1 Ensure Safe, Resilient, and Affordable Housing**  
Create housing options that protect residents from natural hazards, support long-term affordability, and adapt to changing conditions. This means not only protecting existing homes, but also encouraging new development that is built to withstand future risks.
- 2 Reduce Community Vulnerability to Disasters**  
Identify areas and populations most at risk — including low-income and distressed neighborhoods — and take steps to lessen those vulnerabilities. The goal is to minimize disruptions from floods, storms, or other hazards so residents can recover faster and fully when disasters strike.
- 3 Support Informed Decision-Making for Housing and Land Use**  
Provide local leaders, developers, and community partners with the data and strategies they need to make smart choices. By tying housing and land use decisions to resilience goals, the plan ensures that growth benefits both current and future residents.
- 4 Build Awareness and Collaboration Around Housing Resilience**  
Engage the community in understanding resilience best practices, empowering residents to be part of the solution. This also means fostering partnerships between local governments, nonprofits, and the private sector to address housing challenges together.
- 5 Strengthen Local Capacity for Funding and Implementation**  
Position Bellevue and Papillion to secure state and federal resources, while also equipping city staff with the tools and partnerships needed to put strategies into action. This ensures the plan moves beyond recommendations into real, long-term impact.

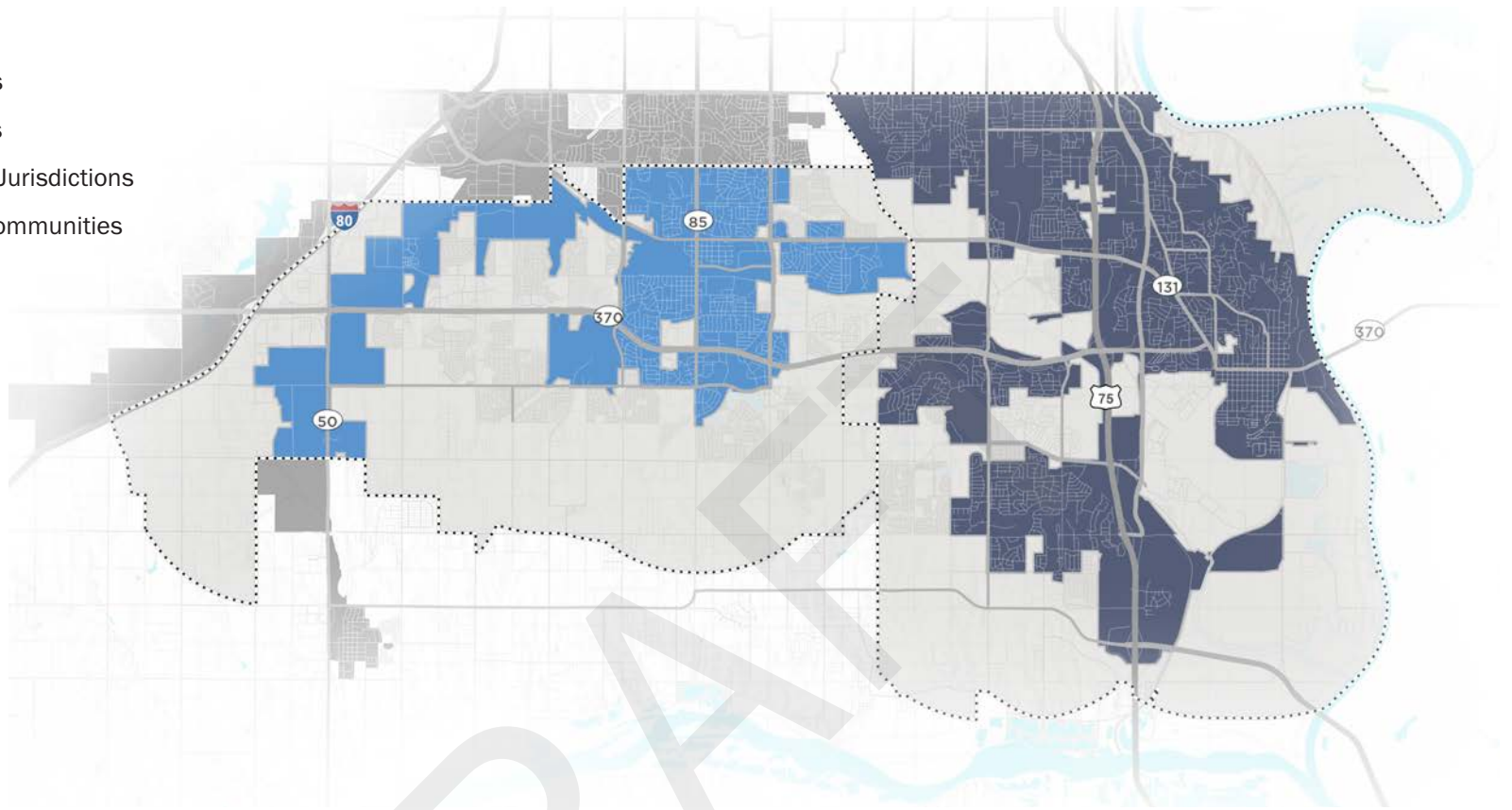
## NATIONAL DISASTER HOUSING GOALS

- 1) Support individuals and communities in returning to self-sufficiency as quickly as possible.
- 2) Define and fulfill fundamental disaster housing responsibilities and roles.
- 3) Increase our collective understanding and ability to meet the needs of disaster survivors and affected communities.
- 4) Build capabilities to provide a broad range of flexible housing options, including sheltering, temporary housing, and permanent housing.
- 5) Better integrate disaster housing assistance with related community support services and long-term recovery efforts.
- 6) Improve disaster housing planning to better recover from disasters, including catastrophic events.

Source: FEMA; 2009 National Disaster Housing Strategy

Legend:

- Bellevue Limits
- Papillion Limits
- Extraterritorial Jurisdictions
- Surrounding Communities



Source: RDG Planning & Design

## PLAN OVERVIEW

This section provides an overview of the plan’s structure and development process, including the study area, key elements, timeline, engagement, and alignment with national goals.

### STUDY AREA

The study area includes the Cities of Bellevue and Papillion along with their respective extraterritorial jurisdiction (ETJ) boundaries in Sarpy County, Nebraska. ETJ areas are located outside city limits, but fall under city zoning and subdivision authority, and are home to thousands of housing units in both jurisdictions.

A significant share of future housing growth is expected within the ETJs. Including these areas ensures that resilience strategies and policies address both existing neighborhoods and new development at the urban edge, where today’s decisions will shape housing safety, affordability, and sustainability for decades to come.

By covering both city limits and ETJs, the plan captures the full range of existing neighborhoods, redevelopment opportunities, and areas of future growth. The map above shows the corporate boundaries of Bellevue and Papillion, along with their respective ETJ areas.

# PLAN ELEMENTS

The plan is organized into five major elements, each developed to support the goals outlined on page 13. Together, they form a comprehensive framework for understanding housing conditions, assessing risks, and creating policies and strategies that reduce disaster impacts and strengthen long-term housing stability in Bellevue and Papillion.

## Existing Housing Assessment

This element establishes a baseline of current housing conditions in both communities. It includes a review of local comprehensive and housing plans, demographic and socioeconomic data, building age and type, occupancy patterns, market trends, building codes, and vulnerability indicators such as FEMA flood maps, wind hazard zones, stormwater system capacity, and social vulnerability factors. This assessment also identifies existing strengths in the housing system to build upon.

## Housing Resiliency Policy Map

Building upon the housing assessment, vulnerability analysis, community input, and a land use workshop with participation from the plan's Advisory Committee and City Council officials, a Housing Resiliency Policy Map was developed for both cities. The map includes policy areas for areas most at risk from flooding, wind, and other hazards, and identifies where new housing development, redevelopment, or preservation should be prioritized.

## Housing Loss Reduction Plan

Translates findings into policies, strategies, actions and tools for reducing future housing losses. It includes recommendations for land use and zoning, subdivision and building code updates, and integration of FEMA and HUD best practices for disaster housing.

## Community Education Plan

Resilience requires awareness and collaboration across the community. The education plan outlines objectives, organizations and audiences, strategies for outreach, and key resilience messages. It emphasizes clear, accessible communication and proposes ongoing outreach activities, such as public open houses, workshops, surveys, and targeted engagement.

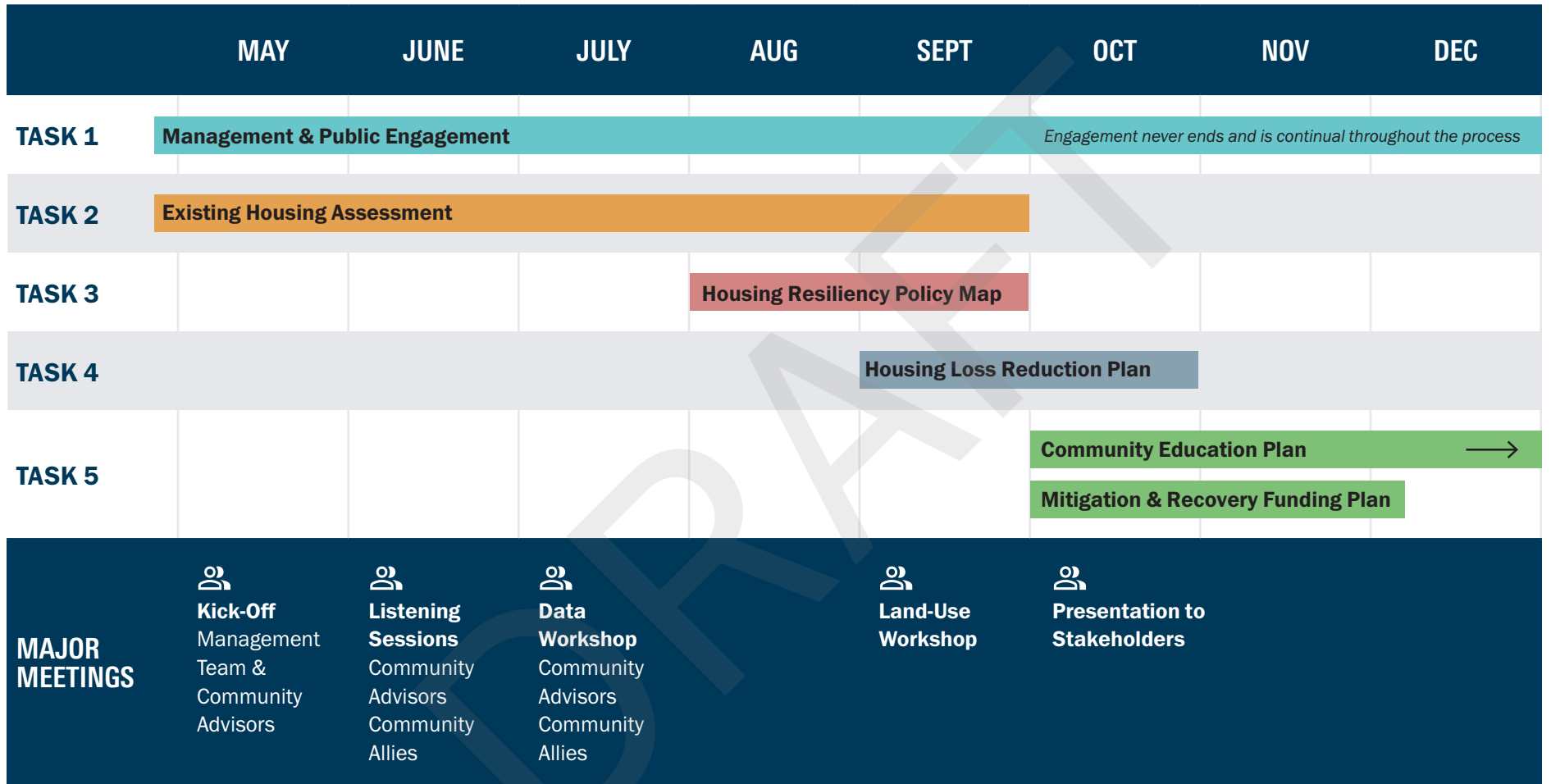
## Mitigation and Recovery Funding Plan

To ensure strategies can be implemented, this element identifies funding resources and processes available at the local, state, and federal level. It includes interviews with agency representatives, a review of funding programs, and recommendations for how the cities can proactively position themselves to pursue and manage funds. The plan also includes a maintenance component to ensure funding opportunities are monitored and updated over time.



Source: RDG Planning & Design

# PLAN TIMELINE



# ENGAGEMENT PROCESS

Public engagement is one of the most important pieces of planning, and as such, was carried throughout the entire planning process. Components of the public engagement process included:

## Planning Team Meetings

Throughout the process, the planning team (City staff and project consultants) met two to four times per month to discuss project milestones, community engagement techniques, and emerging recommendations.

## Listening Sessions

A diverse range of local subject matter experts were invited to share their perspectives on the past, present, and future of housing resiliency in Bellevue and Papillion. In the spring and summer of 2025, the planning team met with:

- City Staff
- Developers
- Home Builders
- Insurance Professionals
- Realtors
- Service Providers

## Advisory Committee Meetings

The Bellevue-Papillion Housing Resilience Plan Advisory Committee was an important team of 18 decision-makers and involved residents focused on improving housing resilience in the communities. The committee met four times throughout the development of the plan, guiding the engagement process, reviewing goals and strategies, and ensuring voices were heard and considered.

Major takeaways and themes from these listening sessions include:

- **Education.** Not all residents are aware of their risks, or what they can do to minimize them.
- **Housing Maintenance.** Existing housing requires, or will require, programs and funding strategies to increase resiliency and/or bring buildings back up to code.
- **Insurance Costs.** Insurance costs are rising rapidly, and new policies may not cover all that may be lost in a storm. Some home owners are choosing to forego home insurance all-together to cut costs.
- **Increased strength and frequency of disasters.** As storms become stronger and more common, the ways we prepare and recover are changing. One example discussed multiple times was how longer power outages are becoming more common.



### Data Workshop

In July 2025, the Advisory Committee and local officials were invited to a data workshop. At the workshop, participants reviewed collected data on population and demographics and land uses and environmental constraints within the communities. Attendees provided thoughtful feedback on the data and contributed their expertise on how the data should inform plan strategies.



### Land Use Workshop

In September 2025, the Advisory Committee and local officials were invited to a land use workshop. The land use workshop focused on locations of existing and future housing to determine resiliency policies and strategies for existing and future housing. The Land Use workshop identified five policy areas for the Housing Resiliency Policy Map.



### Community Farmer's Markets

The planning team has attended recent farmer's markets in both Bellevue and Papillion to reach attending residents. People who stop by have been able to participate in activities that add to the data being gathered through the community survey and interactive map.



## Project Website and Interactive Map

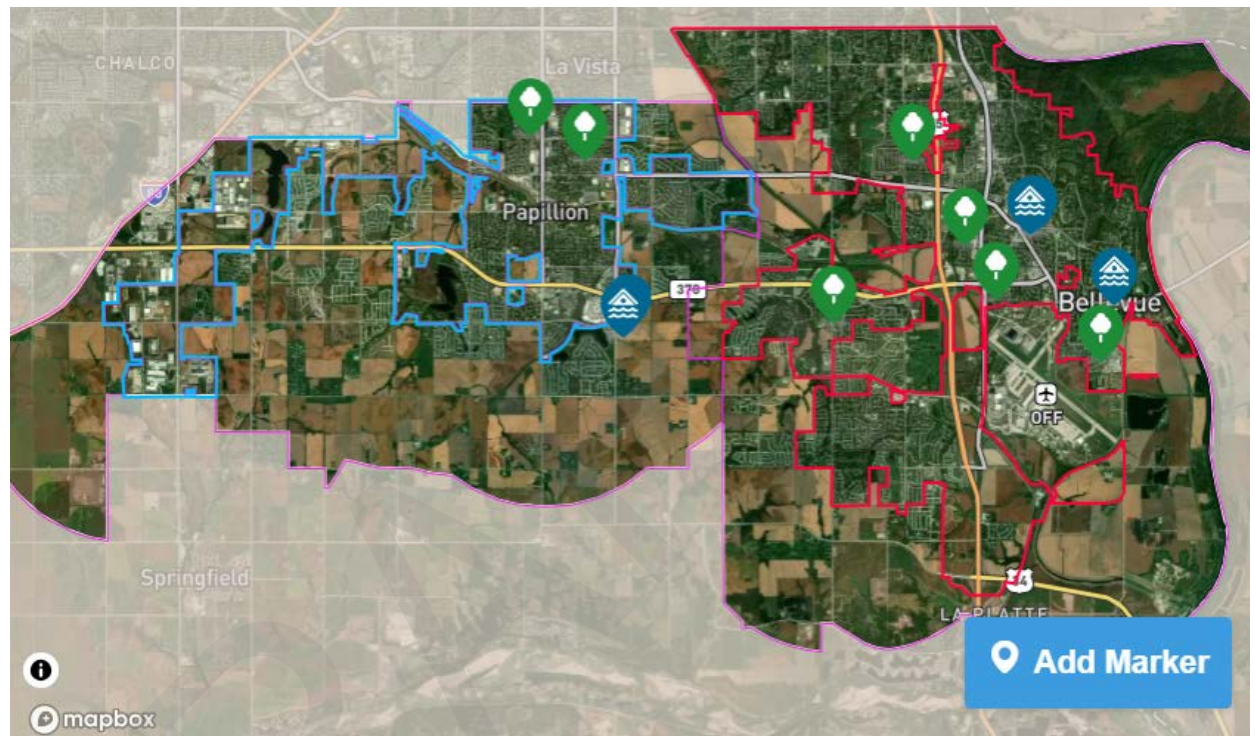
The planning process included the development of a project website as a platform for the project to provide updates on the planning process, and make the process more publicly accessible. The website included an interactive map for people to drop pins sharing where they've seen or experienced flooding, or had concerns about the tree canopy (or lack there-of). The project website received over 1,600 views and the map had 42 pins dropped.

## Community Survey

The project website hosted a survey for community members to share their thoughts and experiences on housing resiliency in Bellevue and Papillion. The survey received 270 responses, and key findings include:

- Over 50% of respondents have experienced power outages and wind damage to their home, while 11% have experienced flooding and/or water damage.
- Respondents are more familiar with local government and emergency plans than other types (workplace, school, etc.) but many still don't have plans for their households.
- Over half (55%) of renters struggle with housing affordability, compared to 29% of home owners.

The survey's full results are available in the Appendix.



"High density areas, like multi-family complexes, often lack or have inadequate sized storm shelters."

"On top of some homeowners being uninsured, homeowners that are insured are often under-insured, leading to larger issues if/when there are large needed repairs."

"A rising issue for residents is planning for and being prepared for long power outages (over 24 hours)."



An aerial, monochromatic blue-tinted photograph of a residential neighborhood. The image shows several houses of varying sizes, some with swimming pools, and a network of streets and sidewalks. The overall scene is a typical suburban or residential area.

# 02

# EXISTING HOUSING ASSESSMENT

This chapter shares data on the populations and housing in Bellevue and Papillion today.

# PREVIOUS PLANNING EFFORTS

In recent years, both Bellevue and Papillion have been hard at work in advancing planning efforts for community improvement. These ongoing efforts are the product of constantly striving for community improvement. The Bellevue and Papillion Housing Resilience Plan is written in a way that complements recent planning efforts and is intended to be implemented alongside them. These plans include:

## **Bellevue Comprehensive Plan**

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Our Future View is Bellevue's comprehensive and transportation plan (2024) and provides a long-term vision for the city's growth, guiding land use, housing, economic development, and transportation. It identifies where development and redevelopment should occur, and it aligns infrastructure and public services to support that growth. The plan identifies a vision and goals for the community, and it recommends programs and policies to bring that vision to life.

## **Papillion Comprehensive Plan**

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The Papillion Comprehensive Plan (2002) outlines a long-term vision for the city, addressing land use, transportation, community facilities, and infrastructure. It serves as a legal foundation for zoning and subdivision regulations. The plan reflects community input to guide development and maintain a high quality of life amid urban expansion. Since the plan's adoption, it has had multiple updates, including an update to the Downtown chapter in 2012, an update to the Parks and Recreation chapter in 2021, and other map amendments.

## **Bellevue Affordable Housing Action Plan 2027-2032**

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The Bellevue Affordable Housing Action Plan (2022) presents statistical analyses and narrative context, outlining past, present, and anticipated housing needs. It sets forth strategies to promote and develop affordable housing in the community. The analysis identifies a total demand of 3,248 additional units at all price points between 2022 and 2032.

## **Papillion Affordable Housing Action Plan**

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The Papillion Affordable Housing Action Plan (2023) provides an analysis of current and future needs for affordable, workforce, and other housing options to bridge gaps in housing demand and supply. The analysis identifies a total demand of 6,204 additional units at all price points between 2023 and 2035.

## **MAPA Heartland 2050 Action Plan**

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The Heartland 2050 Action Plan (2020) establishes near-, mid-, and long-term goals and strategies across several focus areas to guide regional growth in the Omaha metro area. It centers on reducing disparities in access, opportunity, distance, and funding in the region, intended to steer the work of regional action and implementation.

## **Sarpy County Emergency Operations Plan**

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The Sarpy County Emergency Operations Plan (2011) is a comprehensive framework for managing disasters and emergencies across Sarpy County and its cities. It lays out the roles and responsibilities for handling emergencies: how to prevent them, respond to them, recover from them, and reduce future risk.

## **Bellevue CDBG 2024-2028 Consolidated Plan**

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The Bellevue CDBG 2024-2028 Consolidated Plan (2025) for the City of Bellevue outlines how it will allocate CDBG funds to meet community development and housing goals. It identifies priority areas such as affordable housing, public infrastructure, economic development, and public services, and selects projects for funding.

# POPULATION TRENDS

Understanding demographic and economic trends in both Bellevue and Papillion is the first step to plan for resiliency. Combined, all these trends have a tremendous impact on the local housing market and its resiliency.

## Population Growth

Bellevue and Papillion have experienced steady growth alongside Sarpy County since 1960. Bellevue has been the largest community in Sarpy County for the last several decades, accounting for over one third (33.7%) of the county's population in 2020. Papillion's population accounted for 12.7% of the county's population. However, when including the Extraterritorial Jurisdiction, Papillion's population is closer to 47,300, accounting for 24.8% of the county's population. Increased populations mean that the communities have increased housing production and "building booms." As these building booms occur, and are likely to continue with future growing populations, it is important to continue to build housing in a way that is safe and equitable for residents.

## Increasing Diversity

Since 2000, Bellevue and Papillion have seen increases in the percentage of their populations identifying as Hispanic or Latino and BIPOC. In Bellevue, nearly 17% of the population is Hispanic or Latino, and over a quarter (28.2%) of the population is BIPOC. In Papillion, 7.6% of the population is Hispanic or Latino, and 15.3% is BIPOC. As the community diversifies, planning and communications must as well. For example, education materials should be available in languages other than English.

FIG. 2.0: HISTORICAL POPULATION CHANGE, 1960-2020 Source: US Census Bureau

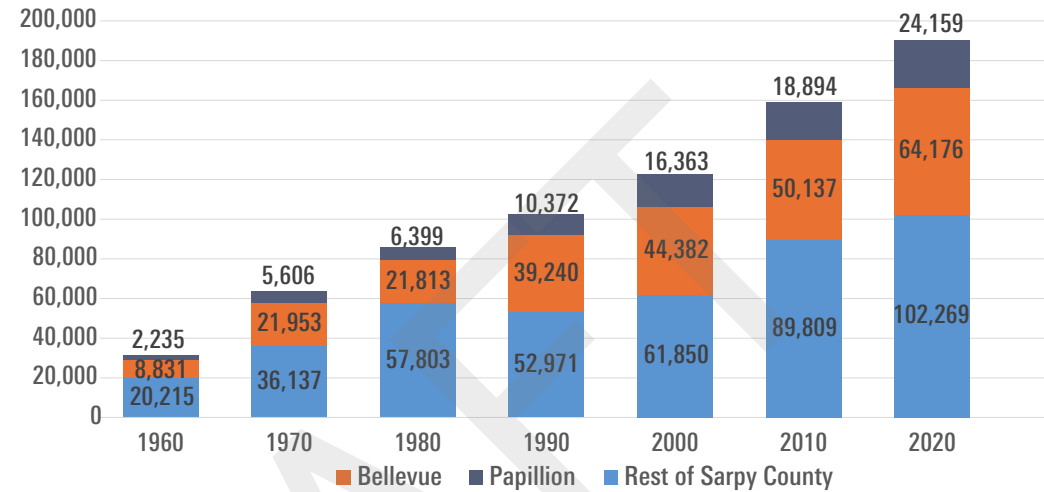
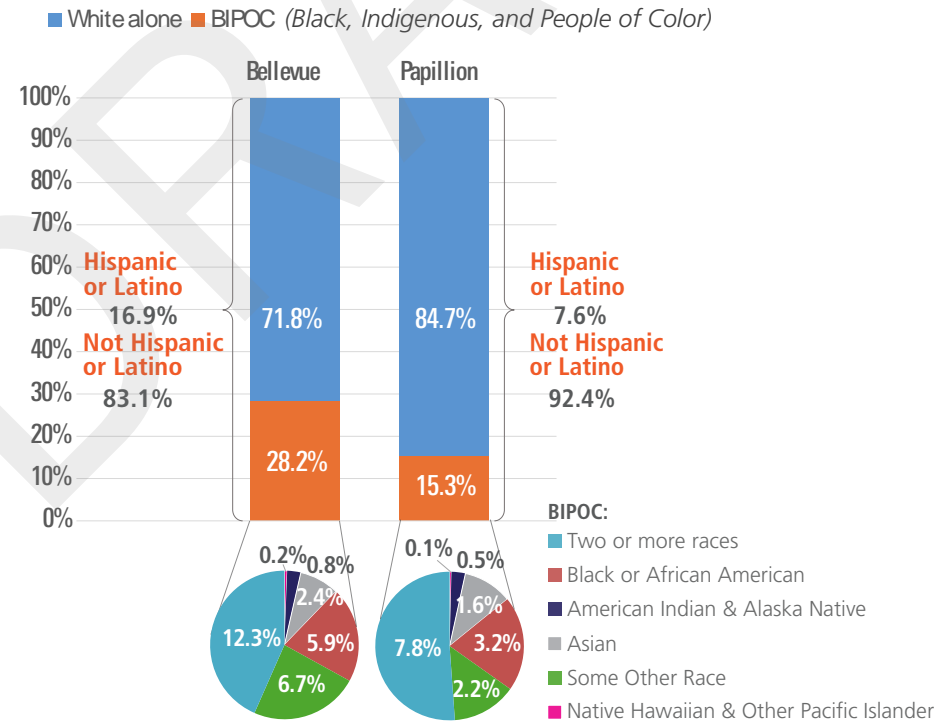


FIG. 2.1: RACE, 2023 Source: American Community Survey (5-Year Estimates)



# ECONOMIC TRENDS

Bellevue and Papillion each have their own unique economies along with the commonality of the Omaha metropolitan region.

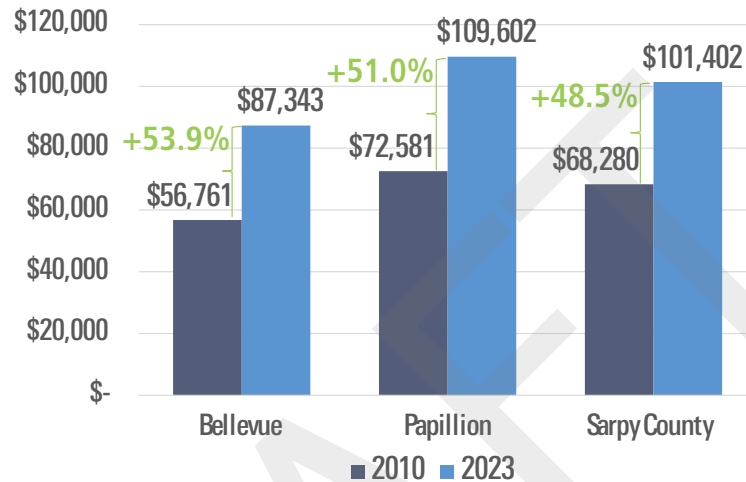
## Income

Between 2010 and 2023, both Bellevue and Papillion experienced faster growth in median household incomes than Sarpy County as a whole (53.0%, 51.0%, and 48.5%, respectively). Papillion has a higher median household income (\$109,602) than Bellevue (\$87,343). Bellevue's median household income is 86.1% of Sarpy County's, while Papillion's is 108.1%. Both communities have higher median household incomes than Nebraska as a whole (\$74,985). Higher incomes may help improve housing resilience in the communities due to home owners having more disposable income to spend on repairs and maintenance. It may also mean higher risks, with higher home and property values if damage occurs.

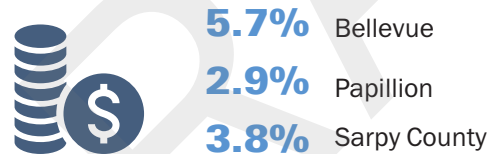
## Education

Higher incomes are often directly tied to educational attainment. Both Bellevue and Papillion surpass the state's educational benchmark: 93.2% of Bellevue residents and 96.0% of Papillion residents have a high school diploma or higher, compared to 91.7% statewide. Similarly, over one third (33.4%) of Bellevue's population and nearly half (48.1%) of Papillion's population has a bachelor's degree or higher, compared to 31.5% statewide.

**FIG. 2.2: MEDIAN HOUSEHOLD INCOME, 2010 & 2023** Source: American Community Survey (5-Year Estimates)

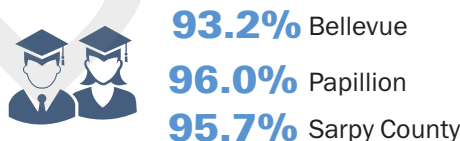


**FIG. 2.3: PEOPLE LIVING BELOW POVERTY LEVEL, 2023** Source: American Community Survey (5-Year Estimates)

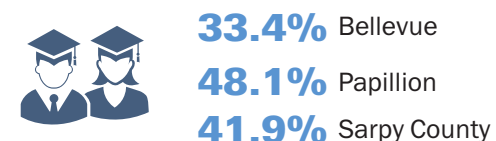


**FIG. 2.4: EDUCATIONAL ATTAINMENT, 2023** Source: American Community Survey (5-Year Estimates)

### HIGH SCHOOL DEGREE OR HIGHER



### BACHELORS DEGREE OR HIGHER



## Employment

Educational services, health care, and social assistance is the largest industry by employment for both Bellevue and Papillion. The second largest industry in Bellevue is professional, scientific, management, administrative, and waste management services while the second largest in Papillion is retail. For both cities, agriculture, forestry, fishing, hunting, and mining are the least common employers for residents. Employment in construction in Bellevue and Papillion accounts for 7.5% and 5.9% of the workforce, respectively. These employers are critical to the construction of new housing, as well as the maintenance of aging or repairs of damaged residences.

Bellevue and Papillion both have a low unemployment rate of 2.6%, lower than Sarpy County's at 2.8% and Nebraska's at 3.0%.

FIG. 2.5: EMPLOYMENT: CIVILIANS IN LABOR FORCE, 2023



**62.9%** Bellevue  
**65.7%** Papillion  
**69.0%** Sarpy County

Source: American Community Survey (5-Year Estimates)

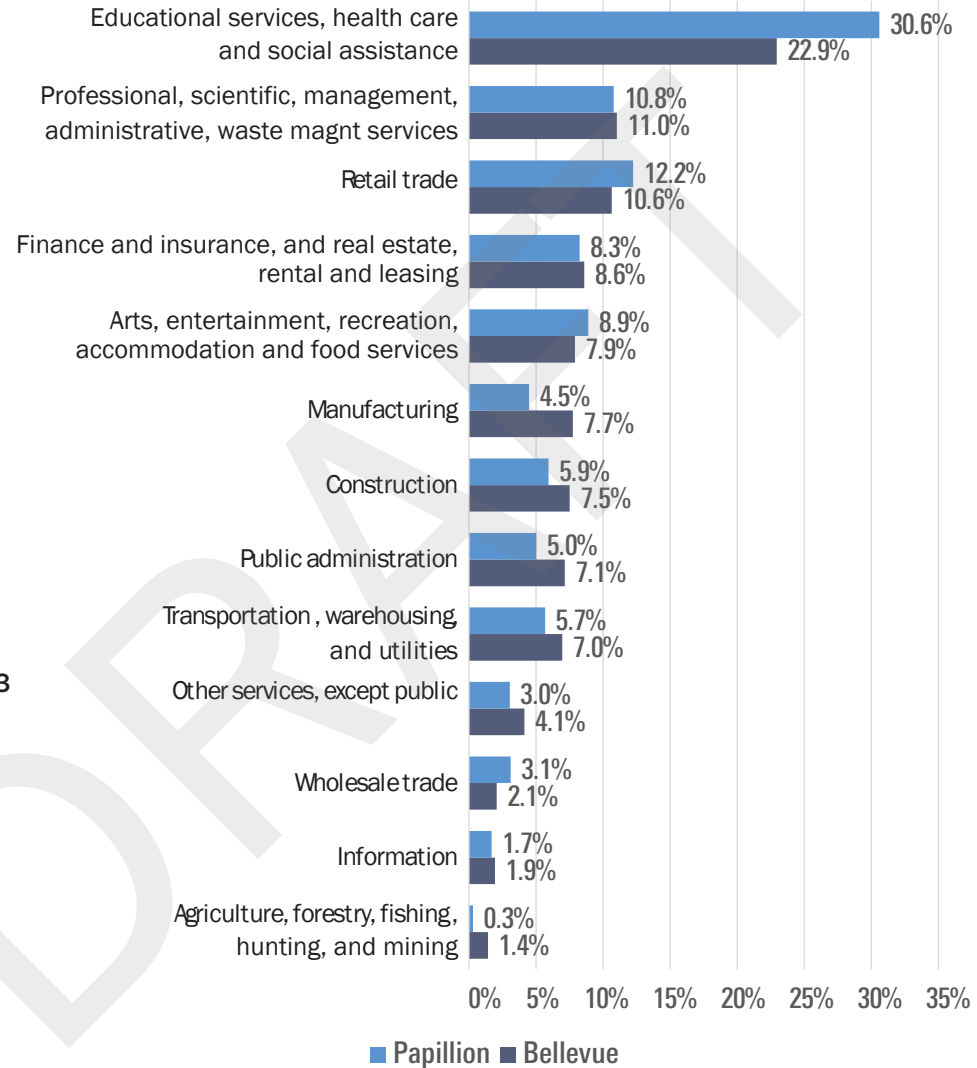
FIG. 2.6: UNEMPLOYMENT, 2025



**2.6%** Bellevue  
**2.6%** Papillion  
**2.8%** Sarpy County

Source: FRED, May 2025

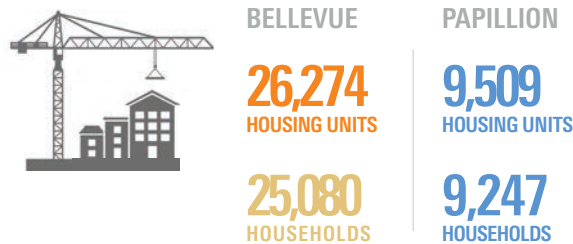
FIG. 2.7: EMPLOYMENT INDUSTRIES, 2023 Source: American Community Survey (5-Year Estimates)



# HOUSING TRENDS

Houses and neighborhoods are at the heart of a community's identity. There are 25,080 households in Bellevue, and 9,247 in Papillion, for a total of 34,327 households in the study area.

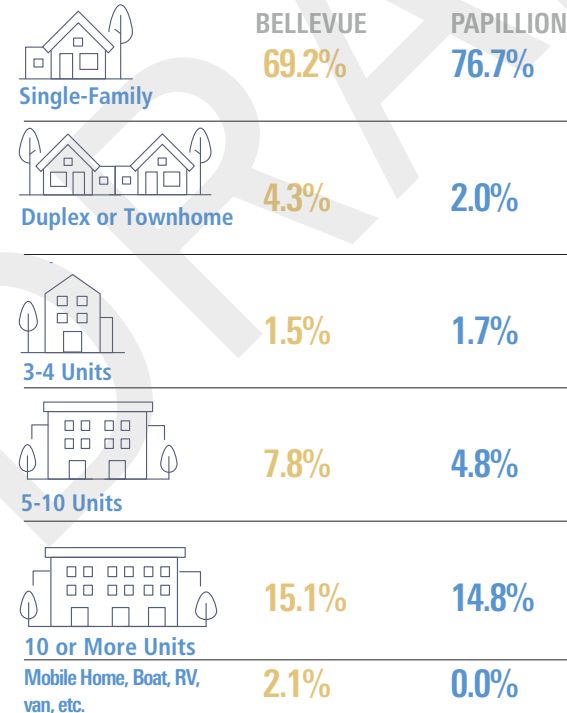
FIG. 2.8: TOTAL HOUSING UNITS



## Housing Types

The large majority of households in Bellevue and Papillion live in single-family detached homes (69.2% and 76.7%, respectively). The second most common housing arrangement is larger apartment buildings with 10 or more units, followed by apartment buildings with 5-10 units. Very few households live in duplexes, townhomes, or apartments with less than 5 units, which may be due to a lack of these types of units. As noted in Build Change's definition of housing resiliency (page 11), affordability plays an important role, and increasing stock in different housing styles may also increase affordability across the communities.

FIG. 2.9: HOUSING TYPES



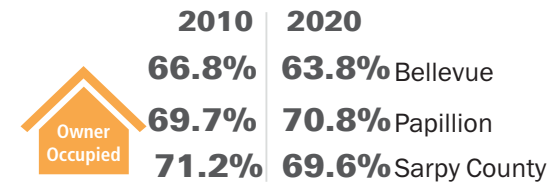
Source: US Census Bureau

## Occupancy

Bellevue and Papillion both have higher owner-occupancy rates than renter-occupancy. However, Bellevue's owner-occupancy dropped 3.0 percentage points between 2010 and 2020, while Papillion's rose 1.1 percentage point. In Sarpy County, and statewide, renter-occupancy rose over the same time period. The ownership of units is important to understanding strategies for investing in and maintaining the housing resiliency.

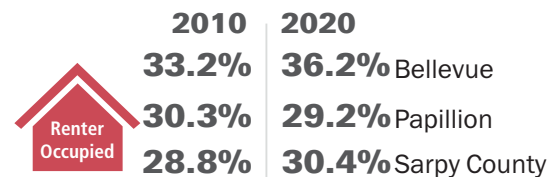
FIG. 2.10: HOUSING OCCUPANCY

### OWNER-OCCUPIED



Source: US Census Bureau

### RENTER-OCCUPIED




Source: US Census Bureau

## Housing Costs

In the last decade housing prices have been rising faster than incomes. This can leave households with less disposable income to make improvements that would increase the resilience of a home. In Bellevue, median home prices rose 67.4% between 2010 and 2023, while in Papillion, home values rose 77.4%. Contract rents in Bellevue rose 114% between 2010 and 2023, while in Papillion rents rose 38.7%. Cost burdened households, whether owner or renter, will find it more challenging to recover from weather events that impact their homes.

FIG. 2.11: HOUSING VALUES

### MEDIAN VALUE

	2010	2023	
	<b>\$138K</b>	<b>\$231K</b>	Bellevue
	<b>\$164K</b>	<b>\$291K</b>	Papillion
	<b>\$159K</b>	<b>\$288K</b>	Sarpy County

Source: American Community Survey (5-Year Estimates)


### MEDIAN CONTRACT RENT

	2010	2023	
	<b>\$636</b>	<b>\$1,065</b>	Bellevue
	<b>\$719</b>	<b>\$990</b>	Papillion
	<b>\$702</b>	<b>\$1,142</b>	Sarpy County

Source: American Community Survey (5-Year Estimates)

FIG. 2.12: HOUSING AFFORDABILITY

### % COST BURDENED HOUSEHOLDS, 2023

	RENTERS	OWNERS	
	<b>39.6%</b>	<b>16.5%</b>	Bellevue
	<b>41.1%</b>	<b>14.3%</b>	Papillion
	<b>42.3%</b>	<b>16.2%</b>	Sarpy County

Source: American Community Survey (5-Year Estimates)



# AGE OF EXISTING HOUSING STOCK

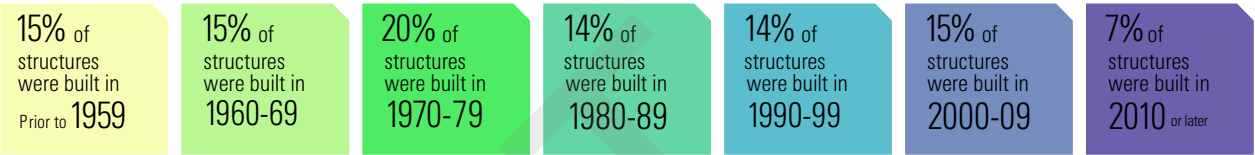
## Housing Age

The age of housing in Bellevue and Papillion tells an important story. It reflects how and when neighborhoods grew, how building codes and materials have changed, and where challenges might be faced with aging infrastructure or maintenance needs. Older homes are more likely to have less efficient materials, aging foundations, and weaker protection against flooding, high winds, and extreme heat. These homes may also lack updated wiring, insulation, or roof systems that help reduce damage during severe weather. Knowing when homes were built helps identify where safety upgrades and reinvestment are most needed.

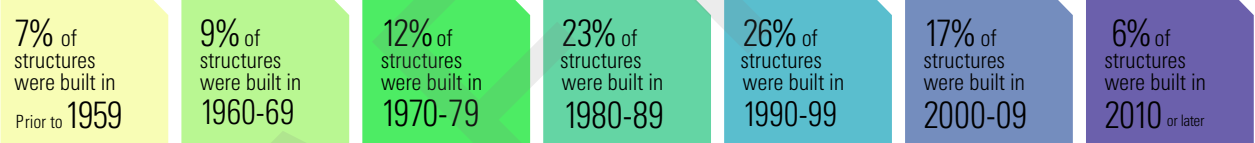
In total, Bellevue has an older housing stock than Papillion, where the oldest homes are located to the north and east. Generally, the newer homes are located to the south and west. Figure 2.13 (right) shares the percentage of housing stock in each community built each decade, and Map 2.0 (page 27) identifies them spatially.

FIG. 2.13: SHARE OF HOUSING BY DECADE BUILT

### BELLEVUE



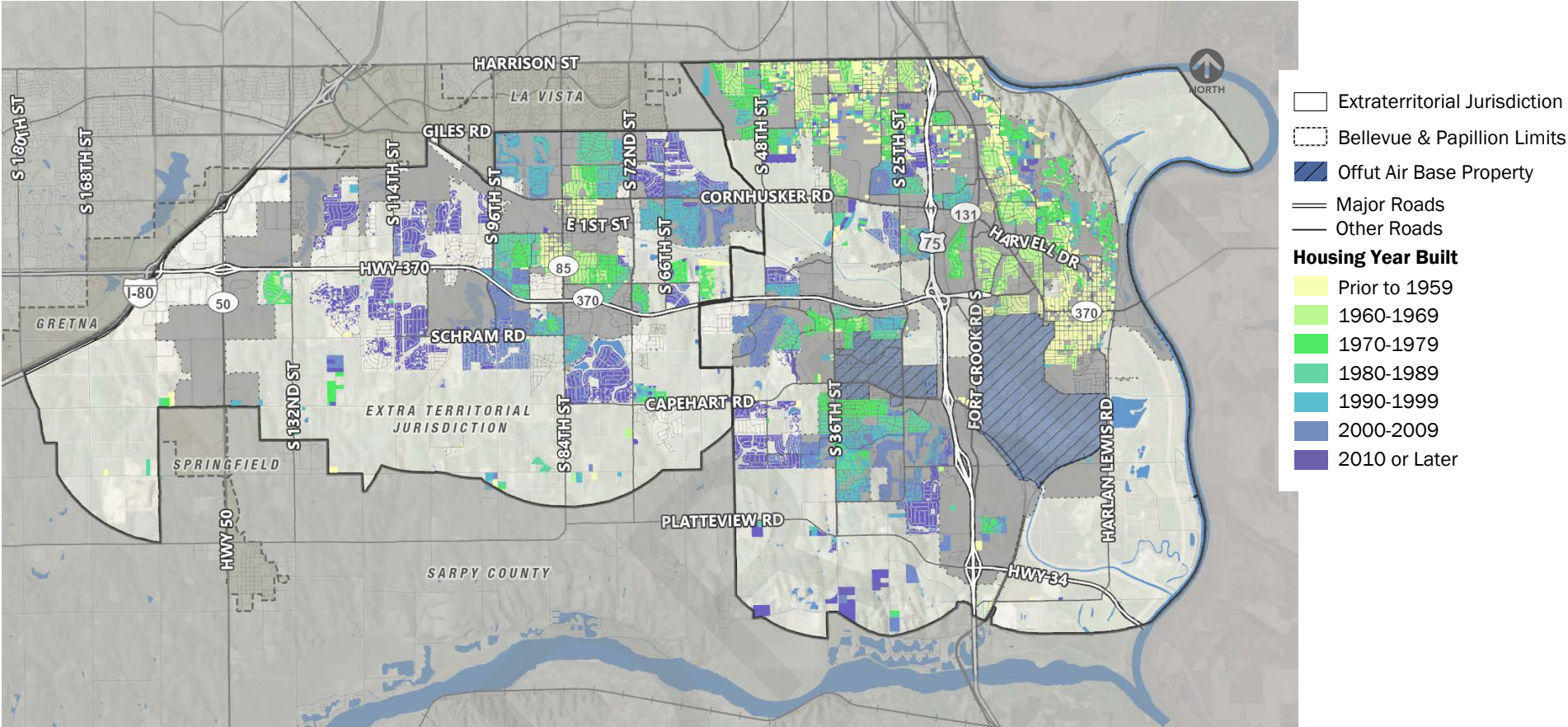
### PAPILLION



Source: US Census Bureau



MAP 2.0: HOUSING BY YEAR BUILT



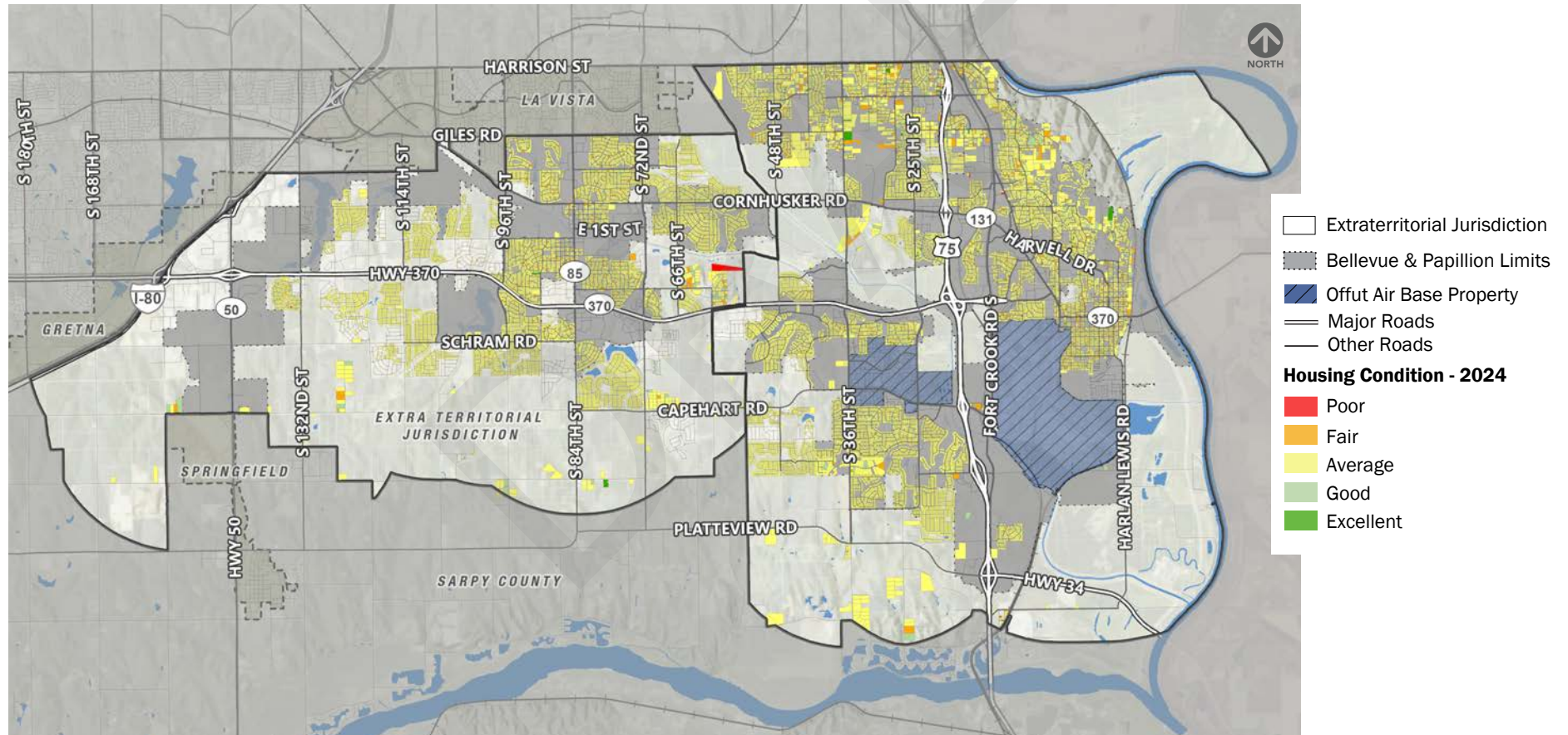
Source: Sarpy County Assessor, 2024; RDG Planning & Design

# HOUSING CONDITION AND VALUE

## Housing Condition

Similar to housing age, housing condition can help identify neighborhoods and areas that should be targeted for revitalization and reinvestment. Map 2.1 (below) shows housing condition across both Bellevue and Papillion, where, for the vast majority, homes are in average or higher condition, and may be less at risk for issues related to deteriorating conditions. Areas where homes are identified as being in less than average condition may be best suited for targeted maintenance programs to build resilience while maintaining affordability.

MAP 2.1: HOUSING CONDITIONS

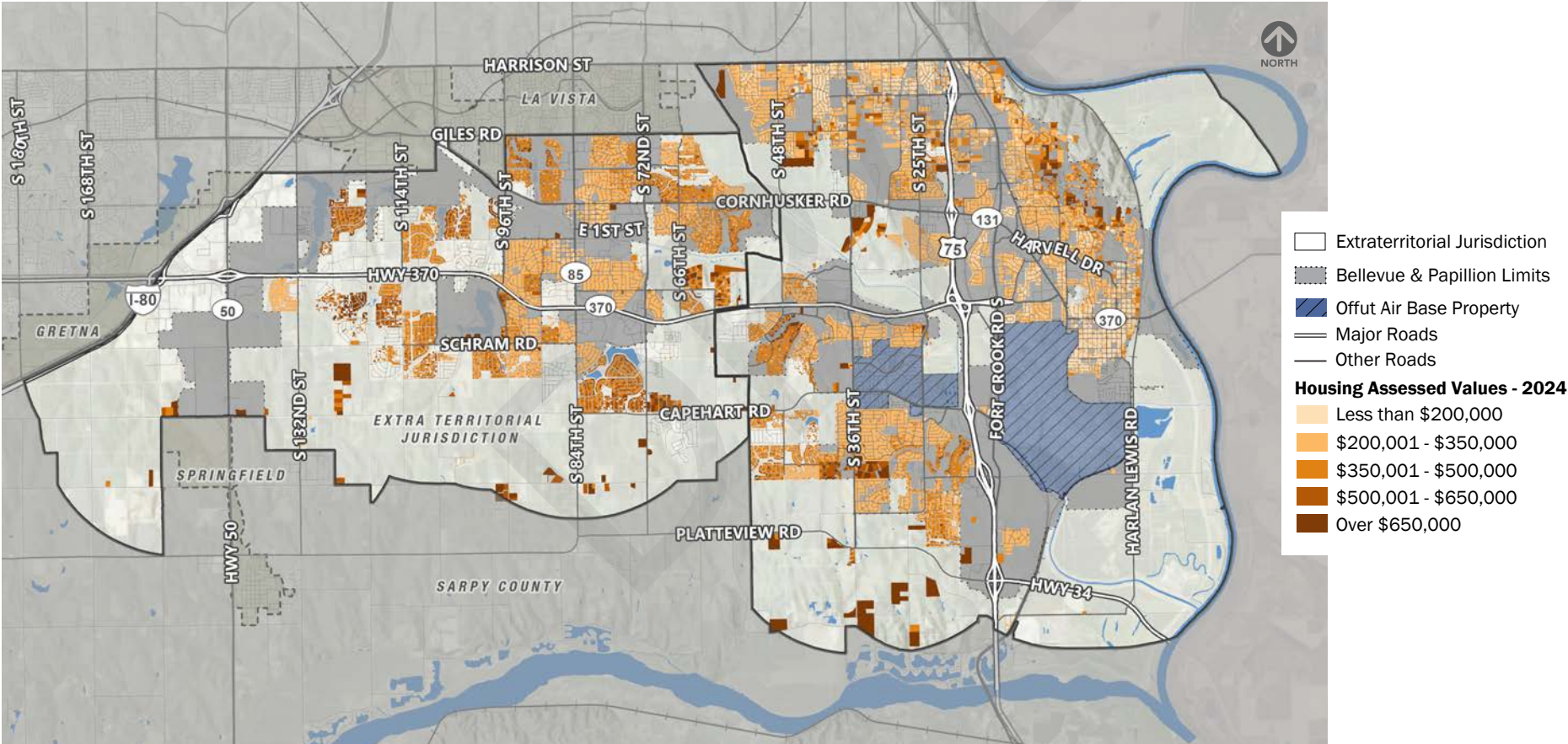


Source: Sarpy County Assessor, 2024; RDG Planning & Design

### Housing Values

Housing values are assessed and reported by the Sarpy County Assessor’s Office. Map 2.2 (below) displays the housing values throughout both communities, which can be used to understand which areas in the community might be most vulnerable to economic loss after a disaster. It highlights disparities, showing where lower-value housing might indicate older, less resilient structures, or where higher-value homes concentrate financial risk. The areas identified may be used to guide equitable resource allocation and program prioritization.

MAP 2.2: HOUSING VALUES



Source: Sarpy County Assessor, 2024; RDG Planning & Design

# VULNERABILITY

## Disaster Frequency

Nationally, natural disasters are becoming more extreme and more frequent. This can even be seen at the local level in Bellevue and Papillion, with 16 federally-declared disasters in Sarpy County since 1960, increasing in frequency particularly since 2000. These events have had lasting impacts on homes, infrastructure, and neighborhoods. The timeline below shows these disaster declarations, and gives insight to understanding the vulnerabilities in Bellevue and Papillion, strengthening preparedness, and guiding future housing and land use decisions to build resilience in the communities.



1964 Flood



1993 Flood & Severe Storms



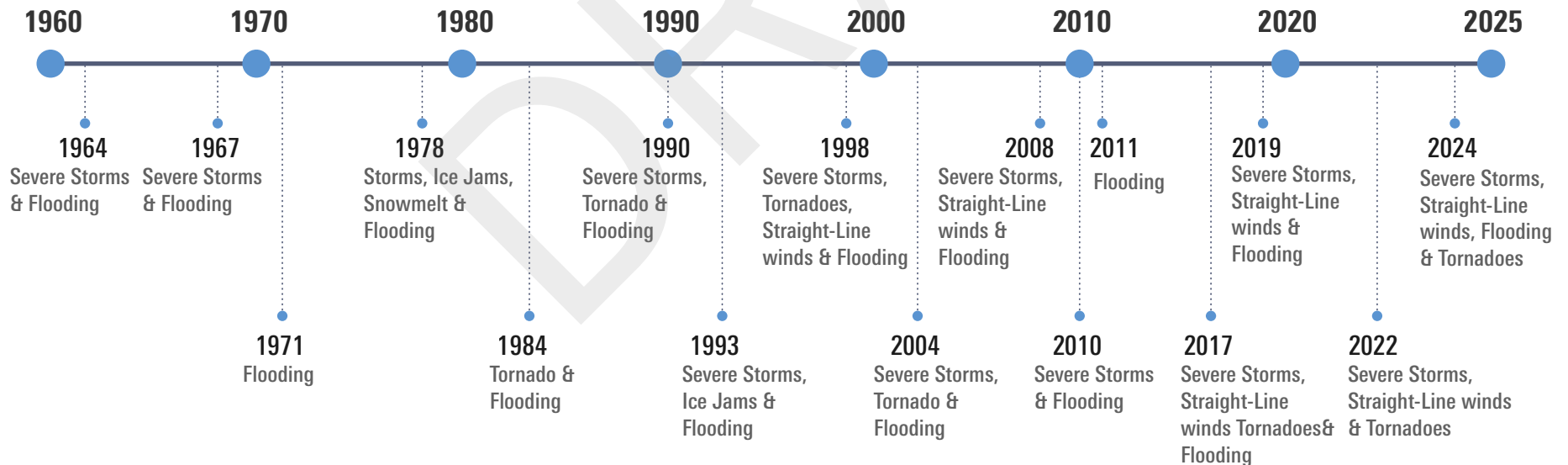
2008 Flood & Severe Storms



2017 Tornado



2019 Flood

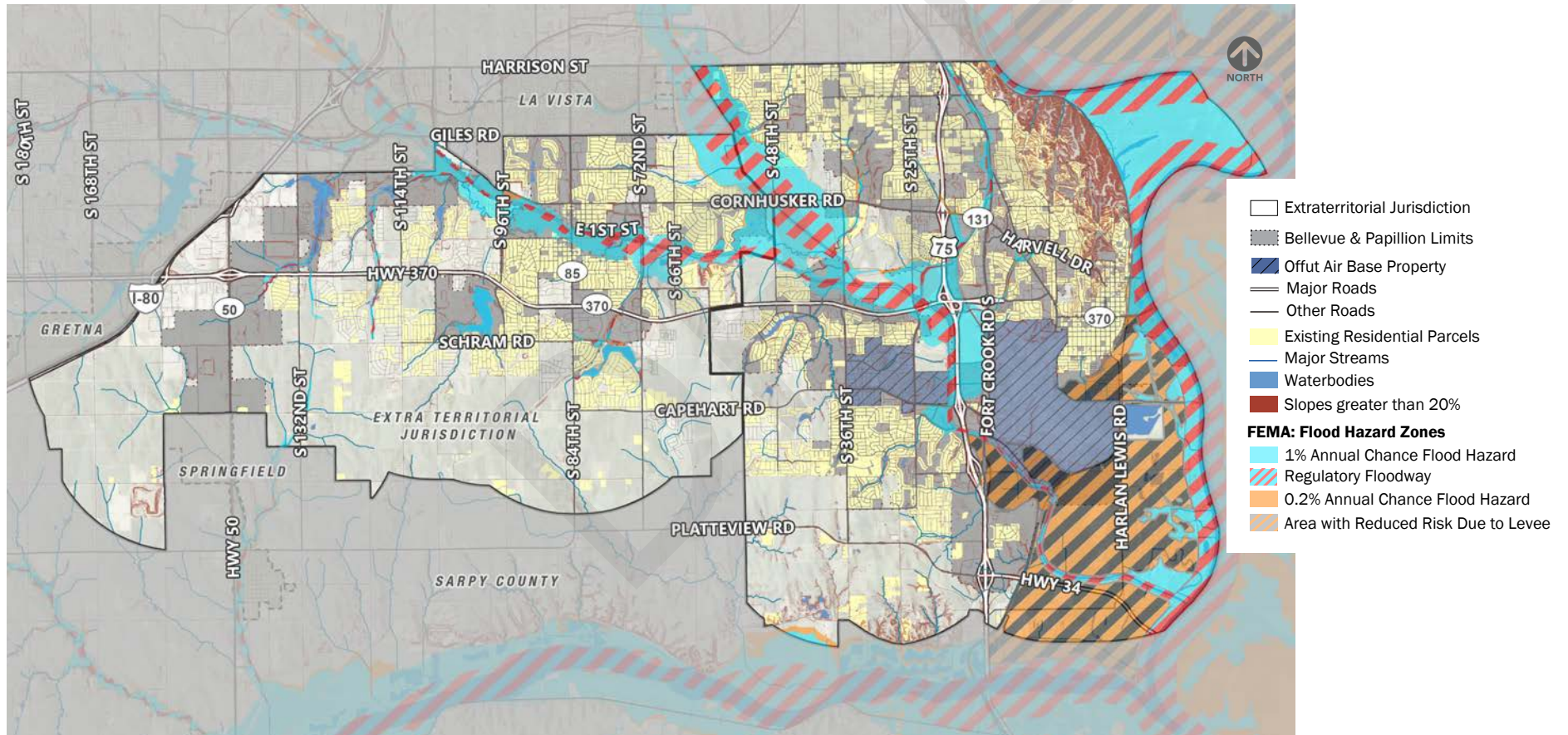


Source: Federal Emergency Management Agency (FEMA), Disaster Declarations Summary, fema.gov

## Flood Risk

Bellevue and Papillion are home to two watersheds: The Pappio Watershed and the Missouri River Watershed. The river and creeks create a risk of flooding for some local properties, which can be seen in Map 2.3 (below). FEMA-identified floodplains designate areas most at risk of repetitive flooding. The risk is caused by heavy rainfall, either locally or upstream, where water may run downstream and into Bellevue and/or Papillion. Knowing these areas helps guide policy and land use directions, informing development out of the areas most at risk.

MAP 2.3: FLOODPLAIN AND FLOOD RISK

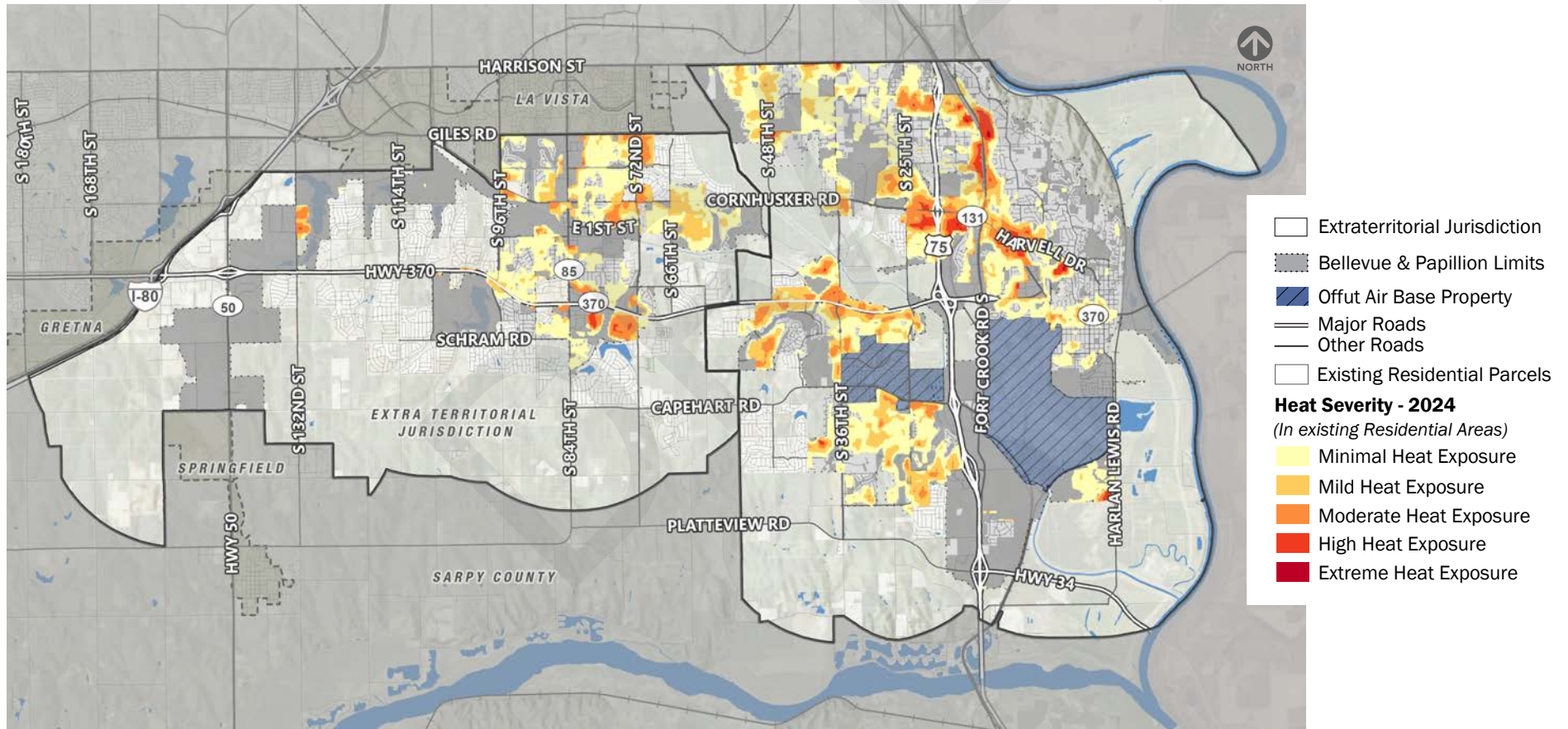


Source: Sarpy County Assessor 2025, Federal Emergency Management Agency (FEMA)

## Heat Risk

Extreme heat is one of the fastest-growing climate threats, especially in urban areas like Bellevue and Papillion. Map 2.4 (below) shows the Urban Heat Severity Index (UHSI) isolated to residential areas, which highlights residential areas in Bellevue and Papillion where surface temperatures are significantly higher than surrounding areas. Neighborhoods with more pavement, fewer trees, and older buildings tend to trap the most heat. These urban heat islands can cause health risks, especially for seniors, low-income households, and people without access to air conditioning. This data helps identify where strategies like planting trees, adding shade, or improving building materials can most reduce risk and improve quality of life for residents, especially as extreme heat events worsen and become more frequent.

**MAP 2.4: URBAN HEAT SENSITIVITY IN RESIDENTIAL AREAS**



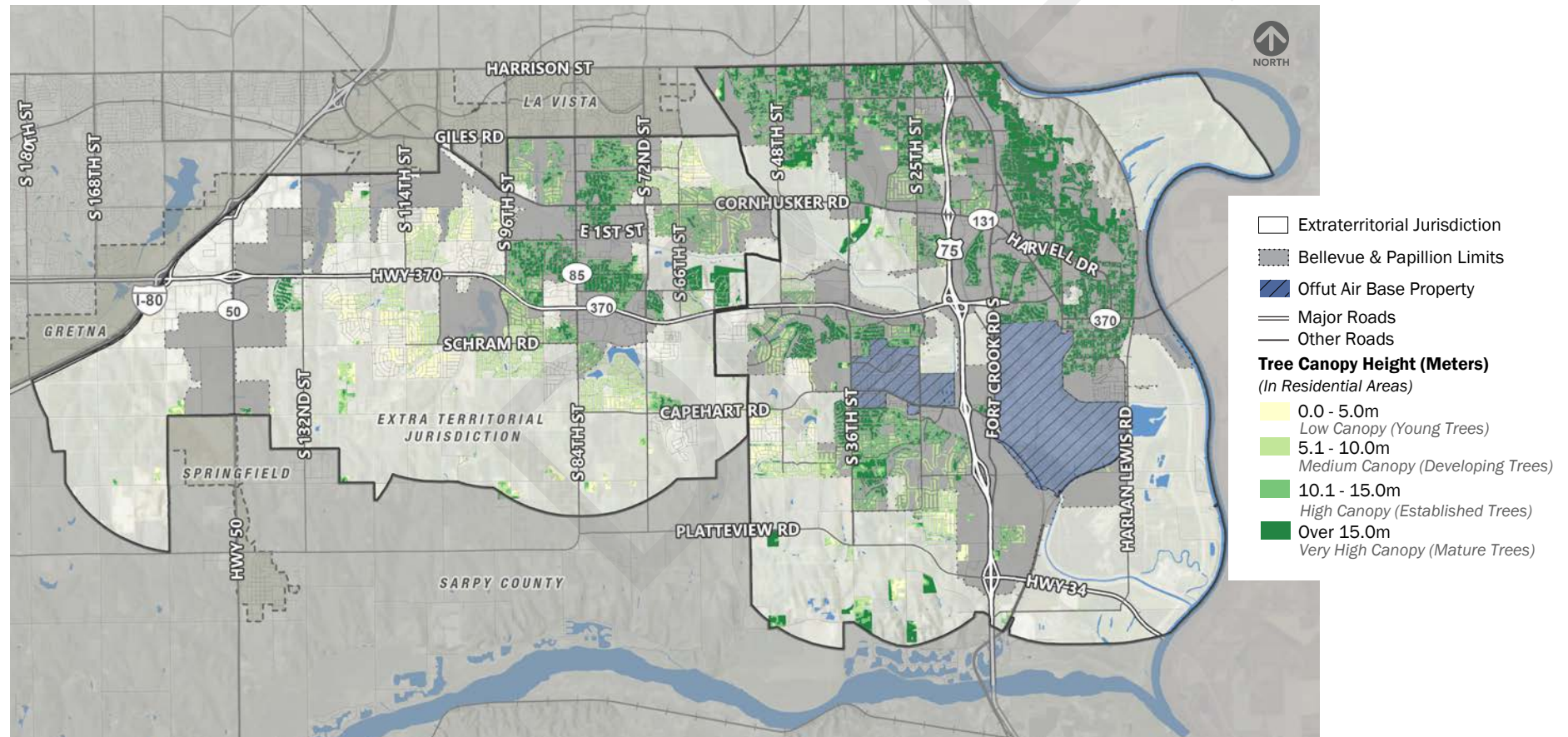
Source: U.S. Geological Survey (USGS), 3D Elevation Program (3DEP). The National Map DEM Data; Sarpy County Assessor data, 2024; RDG Planning & Design

## Tree Canopy Height

The height of a community's trees tells a quiet story of time and resilience. Using data from the Global Tree Canopy Height 2020 dataset, Map 2.5 (below) shows the canopy height within existing residential areas of Bellevue and Papillion. Taller trees often signal older, well-established neighborhoods where shade has been growing for decades—cooling streets, softening noise, and catching rainfall before it rushes to the storm drain. Areas with shorter or thinner canopy reflect newer growth or places where trees have been lost over time.

Understanding the relationship between canopy height and age helps identify neighborhoods where tree preservation or additional planting could most effectively enhance comfort, reduce heat exposure, and strengthen environmental resilience.

**MAP 2.5: TREE CANOPY HEIGHT IN EXISTING RESIDENTIAL AREAS**



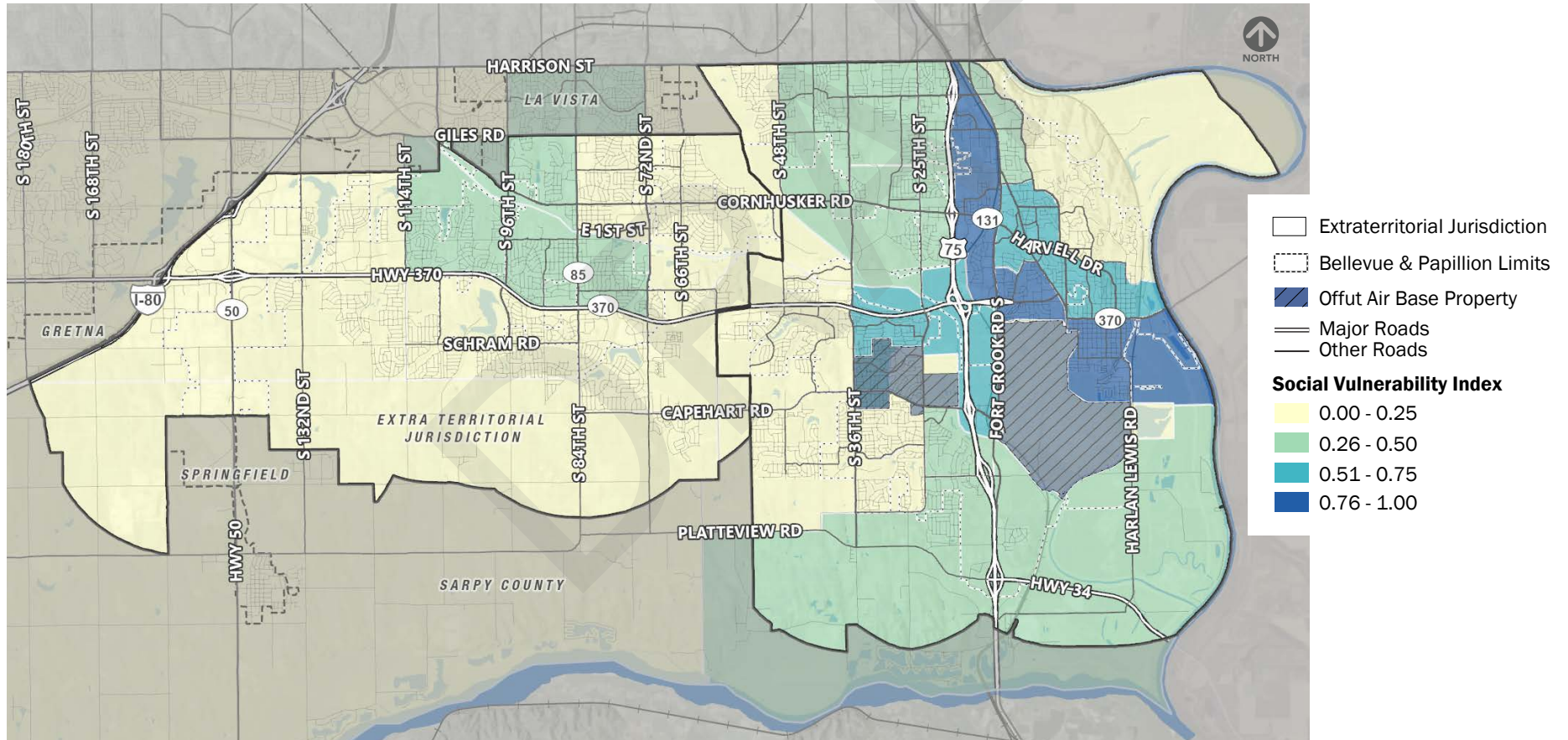
Source: Esri, NASA, and U.S. Geological Survey. (2020). Global Canopy Height 2020 [Raster dataset]. Retrieved October 2025 from ArcGIS Living Atlas of the World

## Social Vulnerability Index

Some residents face more challenges during and after disasters, especially those with limited resources or access to support. Map 2.6 (below) shows the Social Vulnerability Index (SVI), which helps identify areas that may need more help when responding to emergencies like floods, heat waves, or storms. The SVI scores census tracts on a scale of 0 (least vulnerable) to 1 (most vulnerable) based on four key items: socioeconomic status, household characteristics, racial and ethnic minority status, and household type and access to transportation. On the map, darker areas have higher vulnerability. By using this data, city leaders can prioritize investments and planning strategies to support neighborhoods that need it most.

<b>Overall Vulnerability</b>	<b>Socioeconomic Status</b>	Below 150% Poverty
		Unemployed
		Housing Cost Burden
		No High School Diploma
	<b>Household Characteristics</b>	No Health Insurance
		Aged 65 & Older
		Aged 17 & Younger
		Civilian with a Disability
	<b>Racial &amp; Ethnic Minority Status</b>	Single-Parent Households
		English Language Proficiency
		Hispanic or Latino (of any race)
		Black or African American, Not Hispanic or Latino
<b>Housing Type &amp; Transportation</b>	Asian, Not Hispanic or Latino	
	American Indian or Alaska Native, Not Hispanic or Latino	
	Native Hawaiian or Pacific Islander, Not Hispanic or Latino	
	Two or More Races, Not Hispanic or Latino	
	Other Races, Not Hispanic or Latino	
	Multi-Unit Structures	
	Mobile Homes	
	Crowding	
	No Vehicle	
	Group Quarters	

MAP 2.6: SOCIAL VULNERABILITY INDEX



Source: Centers for Disease Control and Prevention / Agency for Toxic Substances and Disease Registry (CDC/ATSDR)



## STORMWATER ASSESSMENT

Identifying limitations in the stormwater network is critical to protecting against localized flash flooding. Flood risks along larger streams and rivers are usually identified on FEMA Flood Insurance Rate Maps (FIRMs). Beyond these areas, there are locations where stormwater infrastructure does not meet the demand for large or intense rainfall events, putting specific areas at risk.

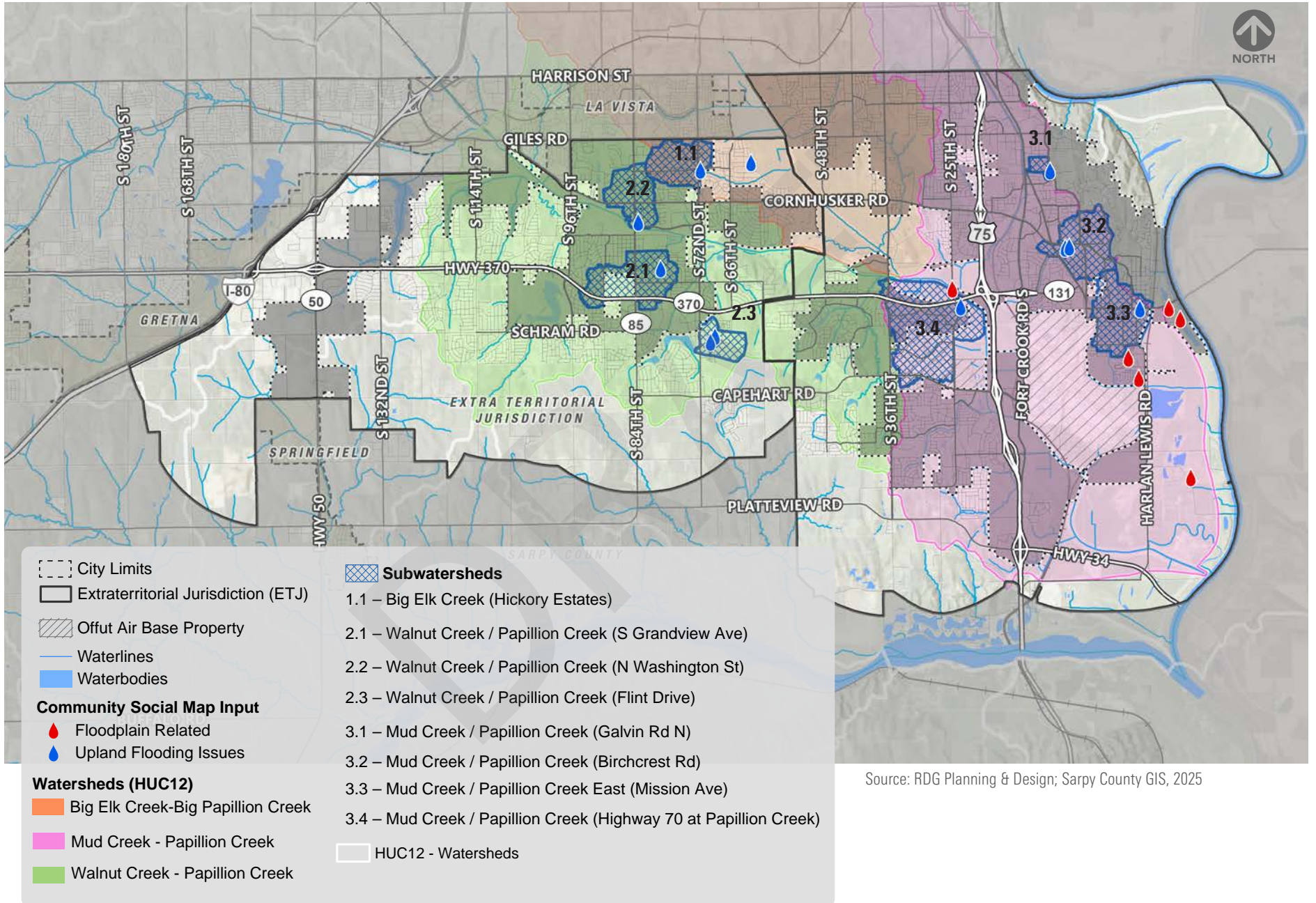
Within Bellevue and Papillion, eight areas of interest at a neighborhood scale were identified based upon community input. The following assessment focused on the areas where upland flooding were reported, rather than points within major stream or river floodplains. The watersheds that drain to the areas of interest were analyzed to determine rough estimates of peak runoff rates expected by 5-year and 100-year rainfall events. These peak flows were compared against the estimated capacities of the stormwater infrastructure. It should be noted that some data on storm sewer sizes, slopes and elevation were not available, requiring this analysis to make educated assumptions when necessary (Appendix A).

The goal of the assessment was to determine if infrastructure limitations were driving localized flooding concerns around Bellevue and Papillion. Areas with limited or no storm infrastructure may contribute to localized flooding. Infrastructure flagged as “under capacity” in the assessment would benefit from further investigation to gather additional information, verify capacity, and ultimately determine if infrastructure upgrades may be necessary to address flash flooding. A few locations without stormwater infrastructure in these neighborhoods were also identified.

These calculations provide an initial “screening-level” assessment to identify potential capacity issues that may contribute to localized flash flooding. Once more accurate pipe elevation data is available, more detailed studies could be completed to better evaluate system capacities and find opportunities for system improvements. The neighborhoods with upland flooding concerns that were assessed for stormwater infrastructure limitations are shown on Map 2.7 on the next page.

# STORMWATER ASSESSMENT FINDINGS

MAP: 2.7: RESIDENT IDENTIFIED FLOODING ISSUES & ASSOCIATED WATERSHEDS



Source: RDG Planning & Design; Sarpy County GIS, 2025

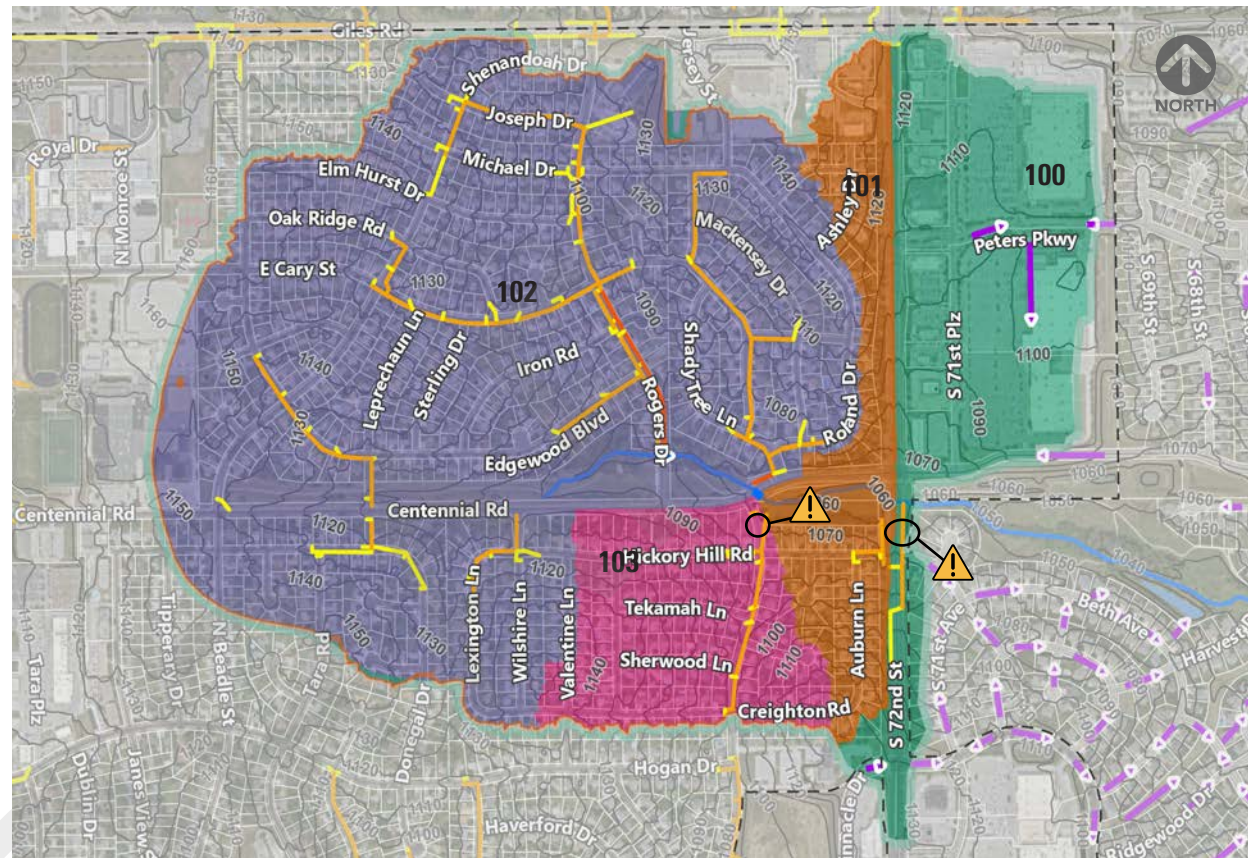
# STORMWATER ASSESSMENT FINDINGS

## 1.1 Hickory Estates Park (Papillion)

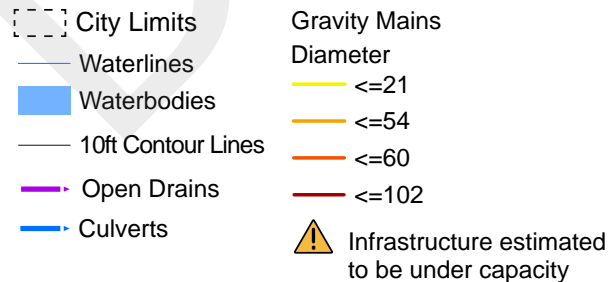
Flooding concerns were reported near Hickory Estates Park, just upstream of the culvert under S. 72nd Street. Four watersheds were delineated to assess the capacity of two culverts and one storm sewer gravity main that flow into the area of concern. Subwatersheds 100 and 101 assess the peak runoff to the South 72nd Street culvert and include mostly single-family residential lots and some commercial lots. Subwatershed 102 assesses culvert #2441, which crosses under E. Centennial Road to outlet into Fricke Creek at Hickory Estates Park. Subwatershed 103 assesses storm sewer gravity main #36603, which also outlets into Fricke Creek at Hickory Estates Park. Subwatersheds 102 and 103 are predominantly single-family residential. Information for the S. 72nd Street culvert was not available, therefore, it was assumed to be a 72-inch box culvert with a 2.5% slope. These assumptions were based on images of the culvert and LIDAR elevations (see Appendix A).

Based on this screening-level analysis, both culverts in the area were estimated to be under capacity, but gravity main #36603 is expected to have adequate capacity. The S. 72nd Street culvert may be limiting the capacity for all the contributing subwatersheds and culvert #2441 may also be limiting subwatershed 102. Further investigation into the capacities of these culverts is recommended.

MAP 2.8: SUBWATERSHED 1.1 | HICKORY ESTATES PARK (PAPILLION)



Source: RDG Planning & Design; Sarpy County GIS, 2025



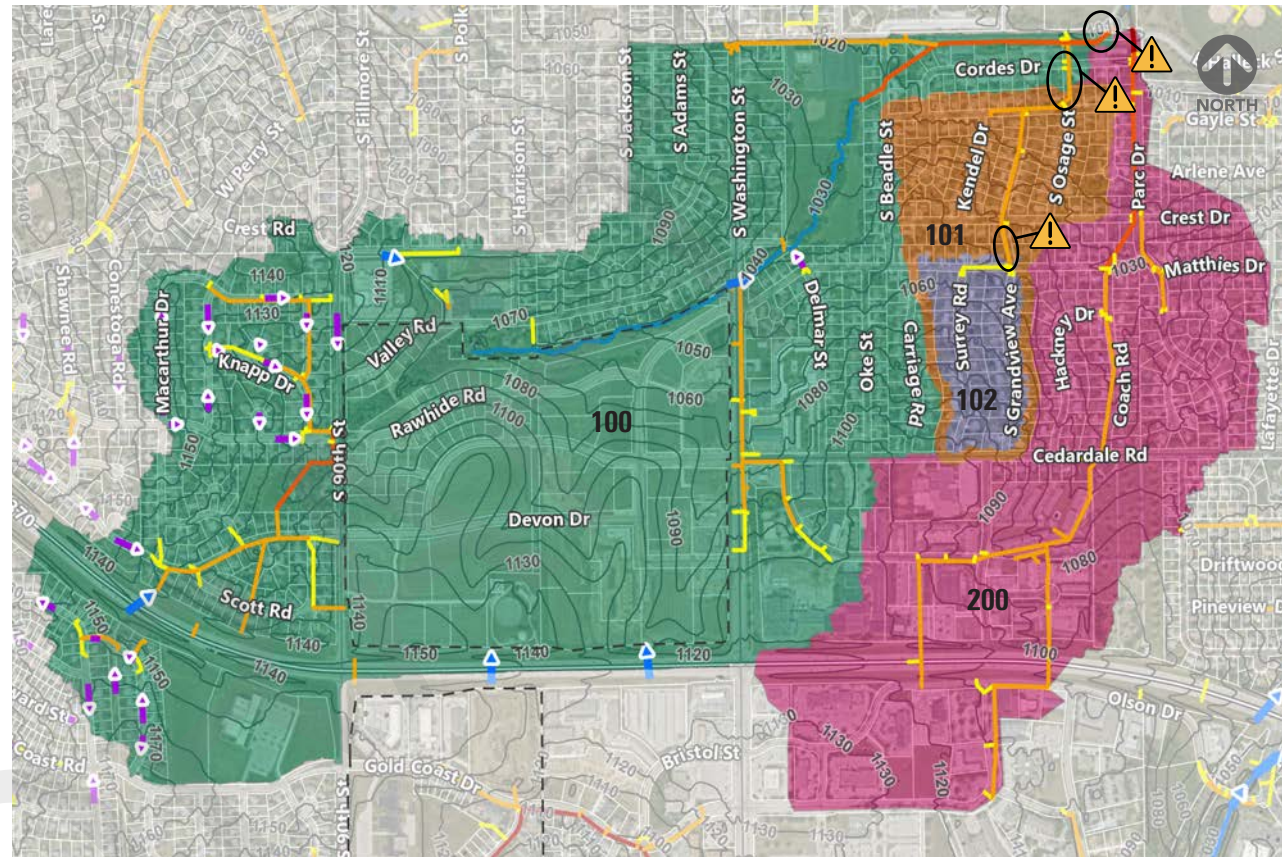
# STORMWATER ASSESSMENT FINDINGS

## 2.1 South Grandview Avenue (Papillion)

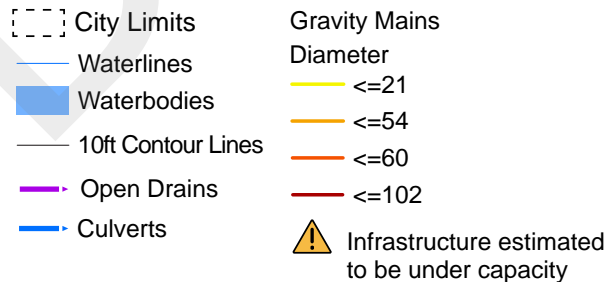
Residents noted flooding concerns at the intersection of S. Grandview Ave and Matthies Drive. Four watersheds were delineated to assess the capacity of six gravity mains that impact the identified area. Subwatersheds 100 and 200 assess the peak runoff for two 60-inch storm sewers and two 72-inch storm sewers that cross under E. Halleck Street. Subwatershed 101 assesses a 42-inch gravity main that serves as an outlet for subwatershed 101 and connects to one of the 60-inch mains. Subwatershed 102 flows to a 30-inch gravity main. Subwatersheds 100 and 200 include both single-family residential lots and commercial lots, and 101 and 102 only include single-family residential lots. Slope information for the six storm sewer gravity mains was not available, therefore, pipe slopes were assumed based on LIDAR elevations (see Appendix A).

Based on the screening-level analysis, the two 60-inch mains for subwatershed 100 are estimated to be under capacity and the two 72-inch mains for 200 were projected to have adequate capacity. The two 60-inch mains may be limiting the capacity for the contributing subwatershed 101. The 42-inch main was estimated to be under capacity for subwatershed 101 and the 30-inch main was estimated to have adequate capacity for subwatershed 102. Even if the 30-inch main is adequate, it is possible that the two 60-inch mains and the 42-inch main are contributing to the flooding issues in subwatershed 102. Further investigation into the capacities of these pipes is recommended, particularly the two 60-inch and the 42-inch mains that were estimated to be under capacity.

MAP 2.9: SUBWATERSHED 2.1 | SOUTH GRANDVIEW AVENUE (PAPILLION)



Source: RDG Planning & Design; Sarpy County GIS, 2025



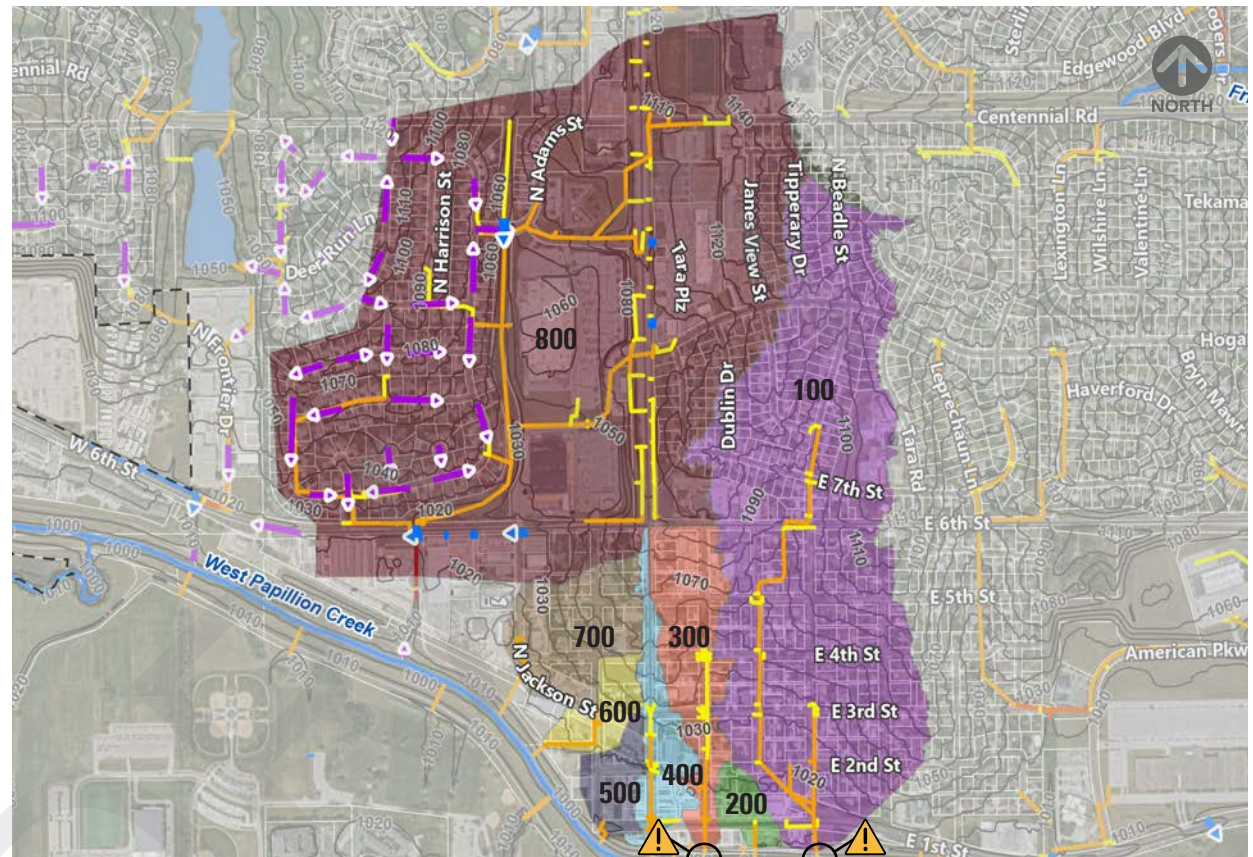
# STORMWATER ASSESSMENT FINDINGS

## 2.2 North Washington Street (Papillion)

Flooding concerns were reported at the intersection of N. Washington Street and W. 2nd Street. Eight watersheds were delineated to assess the capacity of eight storm sewer gravity mains that outlet into West Papillion Creek. The subwatersheds include a mix of single-family residential lots and commercial lots. Slope information for the gravity mains were not available, therefore, pipe slopes were assumed based LIDAR elevations (see Appendix A). Additionally, the storm sewer information for the subwatershed 400 appeared to be either missing information or included erroneous information.

Based on this screening-level analysis, the eight mains were estimated to be adequate for the 5-year peak runoff rate, however two mains (for subwatersheds 100 and 300) were estimated to be under capacity for the 100-year rate. Further investigation into the capacities of these pipes is recommended, especially the 30-inch main with potentially erroneous data serving as the outlet for subwatershed 400.

MAP 2.10: SUBWATERSHED 2.2 | NORTH WASHINGTON STREET (PAPILLION)



Source: RDG Planning & Design; Sarpy County GIS, 2025

- |                    |   |
|--------------------|---|
| City Limits        | <b>Gravity Mains</b>                          |
| Waterlines         | <b>Diameter</b>                               |
| Waterbodies        | <=21  |
| 10ft Contour Lines | <=54  |
| Open Drains        | <=60  |
| Culverts           | <=102   |
|                    | Infrastructure estimated to be under capacity |

# STORMWATER ASSESSMENT FINDINGS

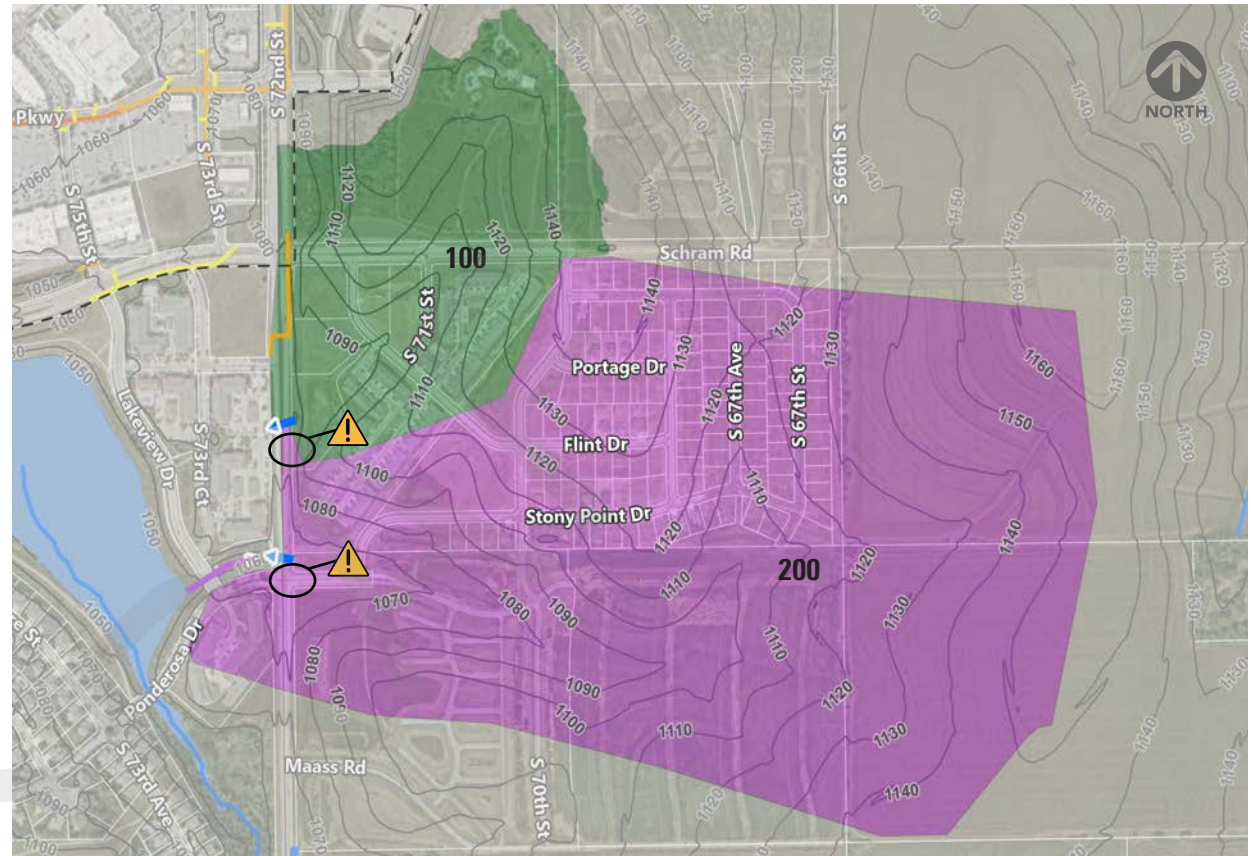
## 2.3 Flint Drive (Papillion)

Flooding concerns were reported along the upslope side of housing units off Flint Drive. Two watersheds were delineated to assess the capacity of two culverts that carry stormwater from the area of concern under S. 72nd Street to Shadow Lake. This area has recent development and does not yet have up-to-date stormwater network information in the Sarpy County GIS database. With flooding occurring near housing in this area, this area should be prioritized for data collection to assist in investigating the stormwater capacity further.

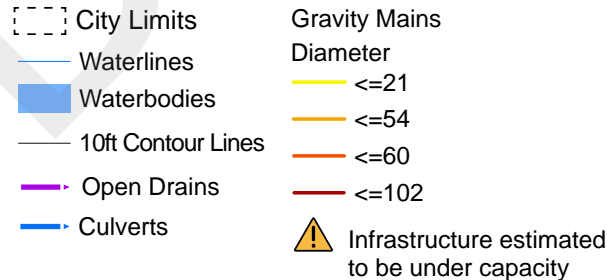
Subwatersheds 100 and 200 assess capacity for two culverts, estimated to be 60-inch and 72-inch, respectively. The subwatersheds were assumed to include both single-family residential and high-density residential. Slope information for the culverts were not available, therefore slopes were assumed based on LIDAR elevations (see Appendix A). The stormwater assessment for this area uses less precise data, due to the lack of updated impervious cover and topographic information post-development. Depending on the breadth and orientation of the stormwater network within the new developments, the watershed delineations may need significant adjustments.

Based on this screening-level analysis, the two culverts were estimated to be under capacity for the 100-year peak flow rate, and the culvert for subwatershed 200 was also estimated to be under capacity for the 5-year rate. Further investigation into the capacities of these pipes is recommended, especially with the new development and storm network updates in the area.

MAP 2.11: SUBWATERSHED 2.3 | FLINT DRIVE (PAPILLION)



Source: RDG Planning & Design; Sarpy County GIS, 2025



# STORMWATER ASSESSMENT FINDINGS

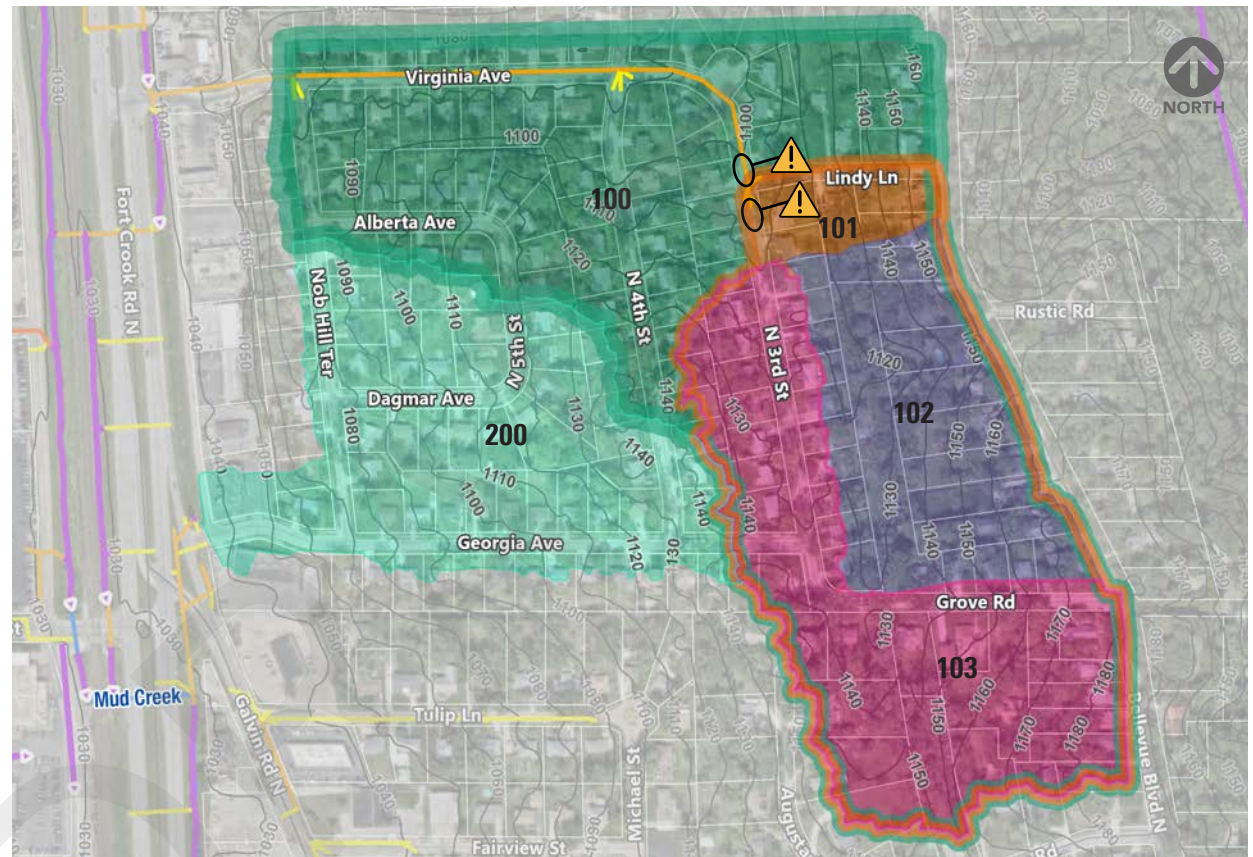
## 3.1 North Galvin Road (Bellevue)

Residents reported flooding concerns in rear-yards of homes along N. 3rd Street. Five watersheds were delineated to assess the capacity of three existing gravity mains that outlet into the storm network along Fort Crook Road and Galvin Road. The sub-watersheds include mostly single-family residential lots. Slope information for the gravity mains were not available, therefore, pipe slopes were assumed based LIDAR elevations and elevations of adjoining stormwater infrastructure (see Appendix A).

Subwatershed 100 assesses the capacity of a 42-inch storm sewer main that collects stormwater for the neighborhood and 101 assesses the capacity of a 30-inch main that collects stormwater to areas just upslope of where flooding issues were reported. Subwatershed 102 was used to estimate the capacity required to collect the backyard drainage for homes on N. 3rd Street, where flooding concerns were reported. Subwatershed 103 assesses the capacity of the storm sewer extension on N. 3rd Street to collect drainage from potential extensions along adjoining streets. Subwatershed 200 was assessed to determine if improvements in this watershed could take pressure off of subwatershed 100, if installed.

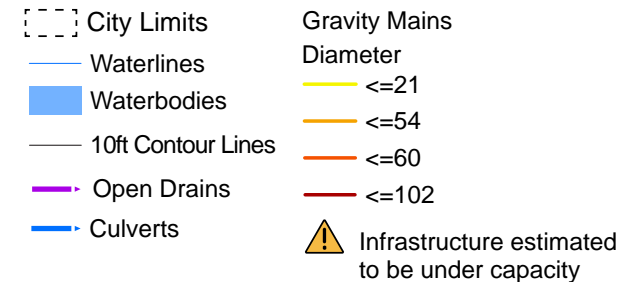
Based on this screening-level analysis, the 42-inch main was estimated to have adequate capacity and the 30-inch was estimated to be adequate for the 5-year peak runoff rate. The 24-inch pipe (stub shown for subwatershed 103) was estimated to be under capacity for both the 5- and 100-year rates. The backyard drainage of subwatershed 102 was estimated to require a 24-inch main, and the neighborhood area of subwatershed 200 was estimated to require a 30-inch main.

MAP 2.12: SUBWATERSHED 3.1 | NORTH GALVIN ROAD (BELLEVUE)



Source: RDG Planning & Design; Sarpy County GIS, 2025

Further investigation into the capacities of these existing and potential pipes is recommended, especially the potential 24-inch main for subwatershed 102 that may alleviate backyard flooding issues.



# STORMWATER ASSESSMENT FINDINGS

## 3.2 Birchcrest Road (Bellevue)

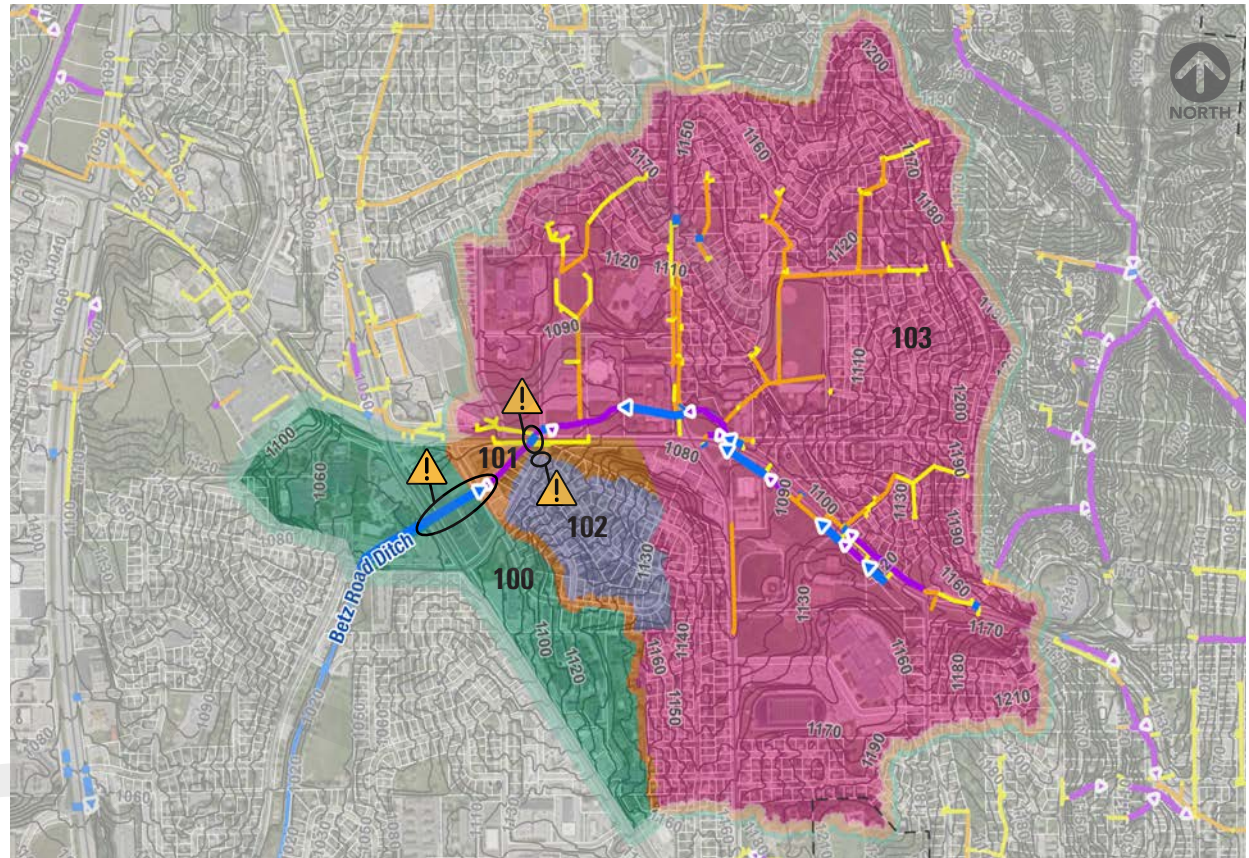
Multiple flooding concerns were reported on Birchcrest Road and from Betz Road Ditch. Four watersheds were delineated to assess the capacity of two culverts and one storm sewer gravity main. The subwatersheds include a mix of single-family residential and commercial lots. Information for the gravity main was not available within the GIS database, therefore, pipe size and slope were assumed based on images of the infrastructure, LIDAR elevations and elevations of adjoining stormwater infrastructure (see Appendix A).

Subwatersheds 100 and 101 assess the capacity of the over 1,000-foot long 84-inch culvert (estimate of culvert size) that collects stormwater for the entire watershed and 103 assesses the capacity of a 84-inch culvert (estimate of culvert size) under Harvell Drive that collects stormwater from the upper watershed. Subwatershed 102 assesses the capacity of an unknown storm sewer gravity main (no GIS data available), which was assumed to be a 30-inch pipe.

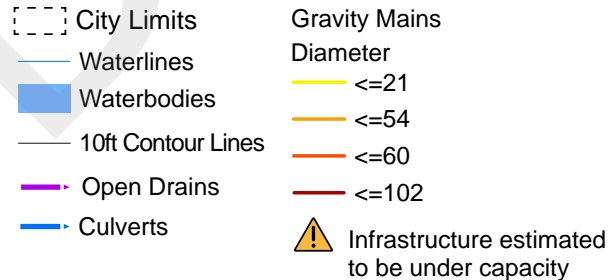
Based on this screening-level analysis, the two 84-inch culverts and the 30-inch storm sewer gravity main were all estimated to have inadequate capacity for both the 5-year and 100-year peak runoff rate. The inadequate capacity of these culverts and pipe could cause localized flooding in the area.

Further investigation into the capacities of these existing culverts and pipe is recommended, especially to understand the cause of flooding issues in the area.

MAP 2.13: SUBWATERSHED 3.2 | BIRCHCREST ROAD (BELLEVUE)



Source: RDG Planning & Design; Sarpy County GIS, 2025



# STORMWATER ASSESSMENT FINDINGS

## 3.3 East Mission Avenue (Bellevue)

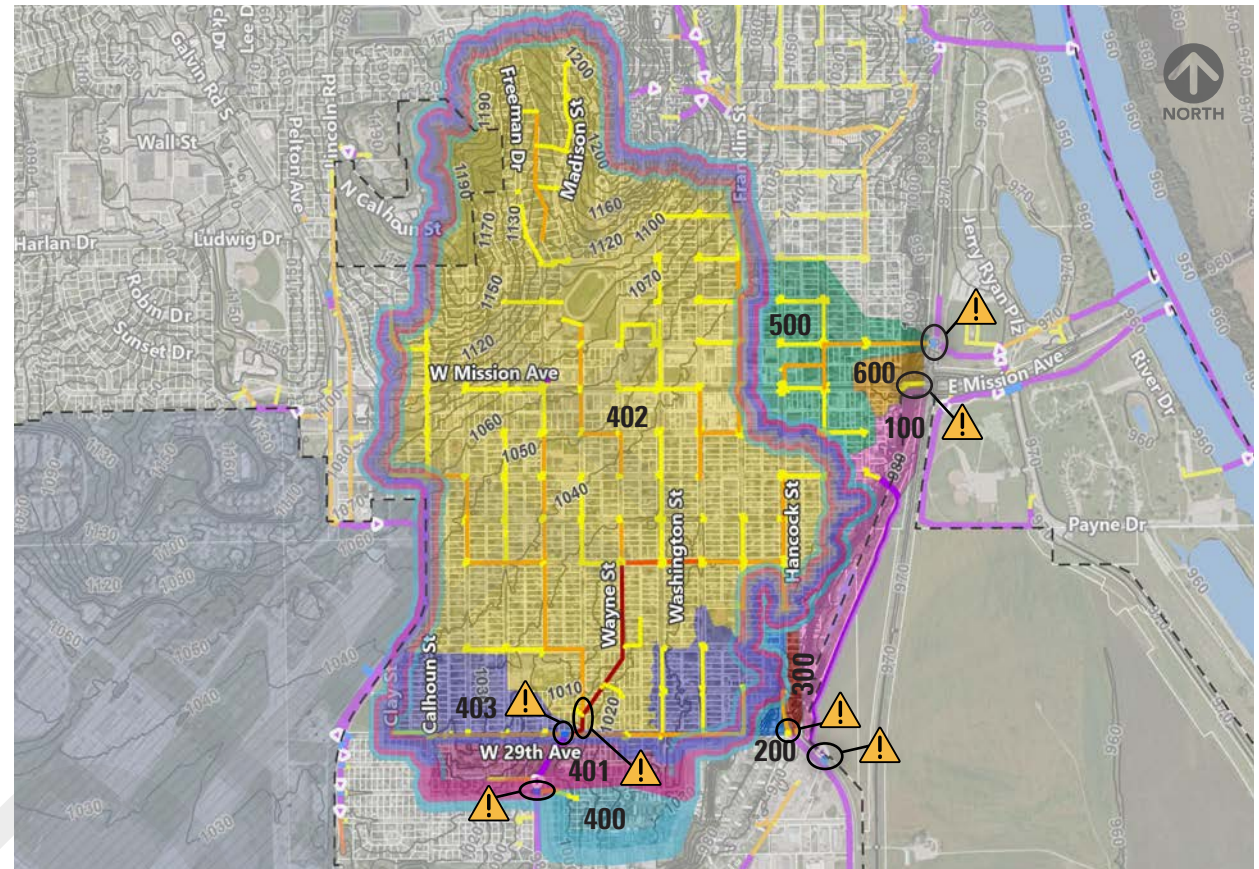
Numerous residents noted flooding concerns at the intersection of Mission Avenue and Hancock Street. Nine watersheds were delineated to assess the capacity of storm sewer gravity mains and culverts in the area. The subwatersheds include a mix of single-family residential and commercial lots. Slope information for some of the pipes and culverts were not available, therefore, pipe slopes were assumed based on LIDAR elevations and elevations of adjoining stormwater infrastructure (see Appendix A).

The 400 subwatersheds assess the capacity of a 72-inch storm sewer main and 72-inch culvert that collect and serve as the main outlet for stormwater for most of the neighborhood, including the intersection with flooding concerns. The 100, 200, 300, 500, and 600 subwatersheds assess the capacity of various pipes and culverts that outlet towards the east side of the intersection with flooding issues.

Based on this screening-level analysis, the storm sewer gravity main outlet for subwatershed 402 and the culverts for subwatershed 401 and 403 are all estimated to be under capacity for both the 5-year and 100-year peak flow rates. These culverts and pipes serve as the main outlet for this area and could be contributing to the localized flooding. Additionally, the outlets assessed to the east were all estimated to be undersized.

Further investigation into the capacities of these systems is recommended, especially the outlets for the 400 subwatersheds.

MAP 2.14: SUBWATERSHED 3.3 | EAST MISSION AVENUE (BELLEVUE)



Source: RDG Planning & Design; Sarpy County GIS, 2025

- City Limits
- Waterlines
- Waterbodies
- 10ft Contour Lines
- Open Drains
- Culverts
- Gravity Mains Diameter
  - <=21
  - <=54
  - <=60
  - <=102
- Infrastructure estimated to be under capacity

# STORMWATER ASSESSMENT FINDINGS

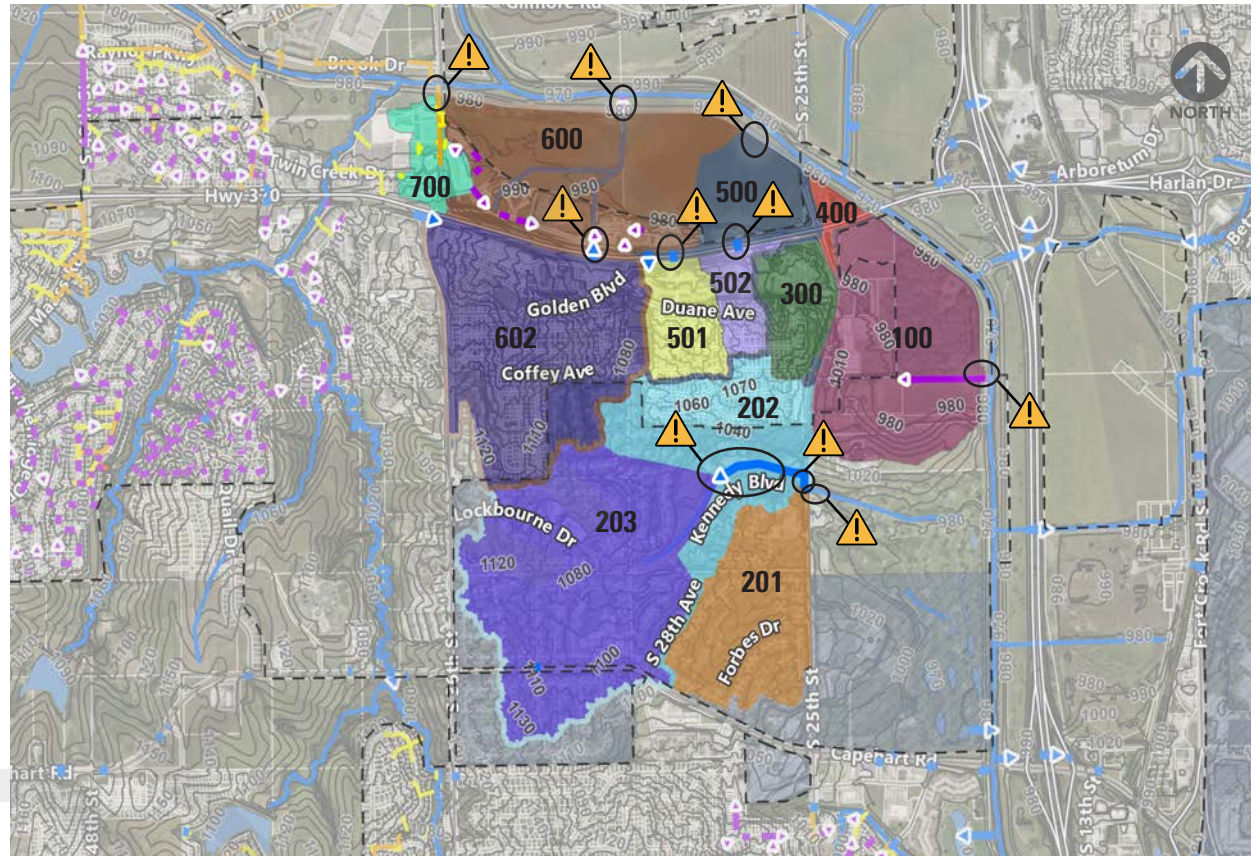
## 3.4 Highway 370 at Papillion Creek (Bellevue)

Flooding concerns were reported around Highway 370 near Bellevue Medical Center. Fourteen watersheds were delineated to assess the capacity of storm sewer gravity mains and culverts in the area. The subwatersheds include a mix of single-family residential and commercial lots. Slope information for some of the pipes and culverts were not available, therefore, pipe slopes were assumed based on LIDAR elevations and elevations of adjoining stormwater infrastructure (see Appendix A).

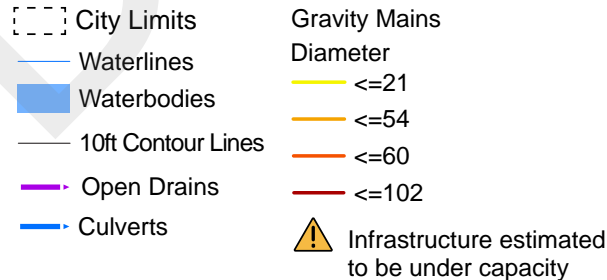
Subwatersheds 300 and 400 include the area that drains to the Bellevue Medical Center detention pond and to an outlet point in Papillion Creek. The 500, 600, and 700 subwatershed infrastructure collect and outlet stormwater to an outlet point in Papillion Creek. These areas include drainage from around Highway 370. Subwatershed 100 collects drainage from the area east Bellevue Medical Center and east of S. 25th Street and outlets into Papillion Creek. The 200 subwatersheds assess the capacity of a twin 48-inch culvert, a 40-inch storm sewer main, and a 72-inch culvert (sizes assumed). The 72-inch culvert collects from the overall 200 subwatershed and outlets stormwater for the area south of the area with flooding issues. The 100, 200, 300, 500, and 600 subwatersheds assess the capacity of various pipes and culverts that outlet towards the east side of the intersection with flooding.

Based on this screening-level analysis, nearly all infrastructure in the area was estimated to be under capacity. Further investigation of infrastructure should be done to determine the level of capacity issues in the Highway 370 area.

MAP 2.15: SUBWATERSHED 3.4 | HIGHWAY 370 AT PAPILLION CREEK (BELLEVUE)



Source: RDG Planning & Design; Sarpy County GIS, 2025



# STORMWATER ASSESSMENT FINDINGS

## NEXT STEPS

---

- **Continue data collection and verification across both cities, including gravity main and culvert locations, sizes, elevations (slope), materials, and conditions.**
  - Prioritize the key infrastructure within the eight neighborhoods with known upland flooding concerns.
  - Prioritize larger pipes (>24”) and other network elements that have been flagged as potentially “under capacity” in this high-level assessment.
- **Consider taking inventory of already completed stormwater studies, including new development stormwater management plans, across the cities, particularly those in the vicinity of neighborhoods with upland flooding concerns.**
  - There may be valuable information that can be gathered from these studies, including anticipated flow rates within problem areas.
- **After data collection, perform more detailed studies to more precisely evaluate system performance and identify issues contributing to observed flash flooding conditions.**

DRAFT





03

# HOUSING RESILIENCY POLICY MAP

A framework for resilient housing and land use decisions.

# HOUSING RESILIENCY POLICY MAP

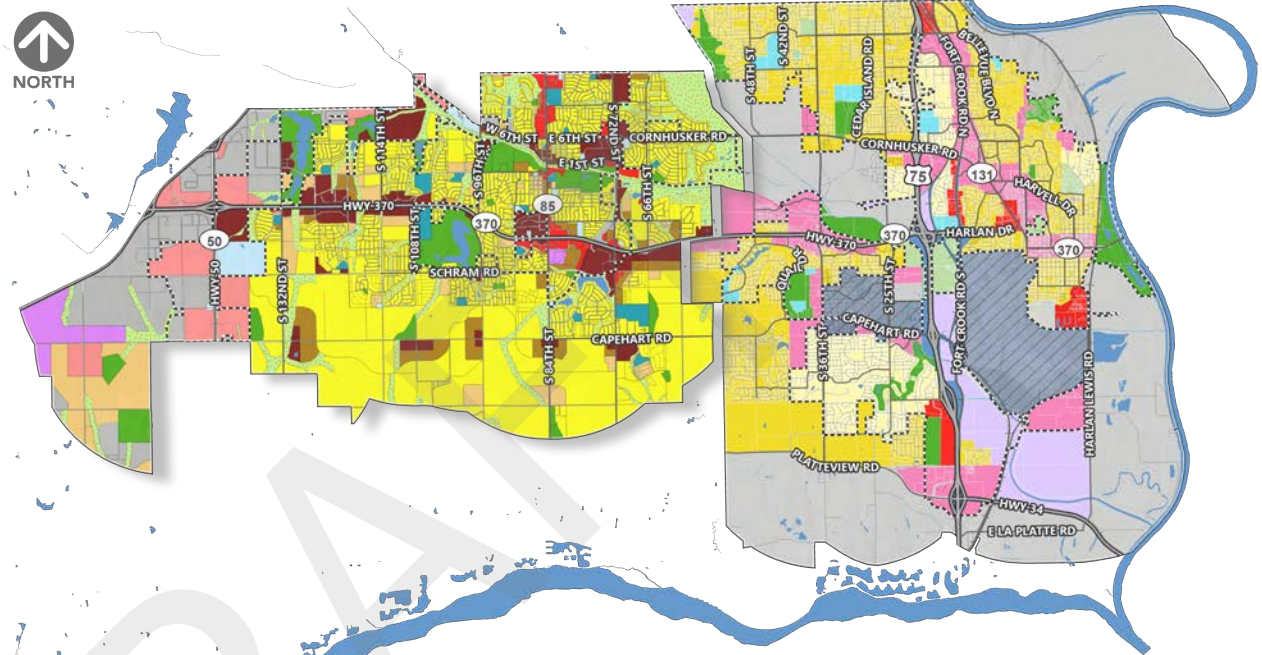
## Overview

Every map tells a story, and the Housing Resiliency Policy Map is where the story of resilience in Bellevue and Papillion begins. To understand how these communities can continue to grow and adapt, it is essential to look at how land is used today and how it is planned for the future.

The Comprehensive Plans of Bellevue and Papillion, adopted in 2024 and 2022, respectively and subsequent updates, form the foundation of this analysis. They outline how land is currently being used and where future growth is anticipated across residential, commercial, industrial, and open space areas. These land use maps serve as the base for evaluating how future development patterns intersect with environmental conditions such as flood risk, slope, canopy cover, and heat vulnerability.

The Housing Resiliency Policy Map focuses on existing and future planned residential and mixed-use land uses, building on each city's adopted land use vision to identify where housing may face greater environmental risks and where resilience can be strengthened through thoughtful planning and design. Rather than changing land use designations, the map introduces an overlay framework that indicates the level of care and type of response that should guide future development and redevelopment.

The resulting Policy Area Framework combines data analysis with input from the community, planning team, advisory committee, and community allies. It identifies five distinct Policy Areas, each representing a different relationship between land, risk, and opportunity.



Source: City of Bellevue and Papillion; Sarpy County GIS, 2025

- Extraterritorial Jurisdiction
- Bellevue & Papillion Limits
- Offut Air Base
- Extraterritorial Jurisdiction

### Papillion | Future Land Uses Designations

- Low Density Residential
- Medium Density Residential
- High Density Residential
- Downtown
- Business Park
- Commercial
- Mixed Use 1: High Density Residential, Office, and Limited Commercial
- Mixed Use 2: Commercial/Industrial
- Neighborhood Mixed Use: Residential, Limited Commercial and Limited Office
- Industry
- Civic/Public Utilities
- School
- Park/Recreation
- Open Space

### Bellevue | Future Land Uses Designations

- Civic Facilities
- Commercial
- Industrial
- Mixed Use
- Open Space
- Parks and Recreation
- Single Family Residential
- Single and Multifamily Residential
- Transportation/Utilities

## Papillion | Future Land Use Map

Adopted in 2002 as part of Papillion's Comprehensive Plan and updated through 2022, this map illustrates the city's long-term vision for residential, commercial, industrial, and open space development. It provides a foundation for understanding how future growth areas align with environmental and physical conditions across the community.

□ Extraterritorial Jurisdiction

□ Papillion Limits

### Papillion | Future Land Uses Designations

■ Low Density Residential

■ Medium Density Residential

■ High Density Residential

■ Downtown

■ Business Park

■ Commercial

■ Mixed Use 1:

- High Density Residential
- Office
- Limited Commercial

■ Mixed Use 2: Commercial/Industrial

- Commercial
- Industrial

■ Neighborhood Mixed Use:

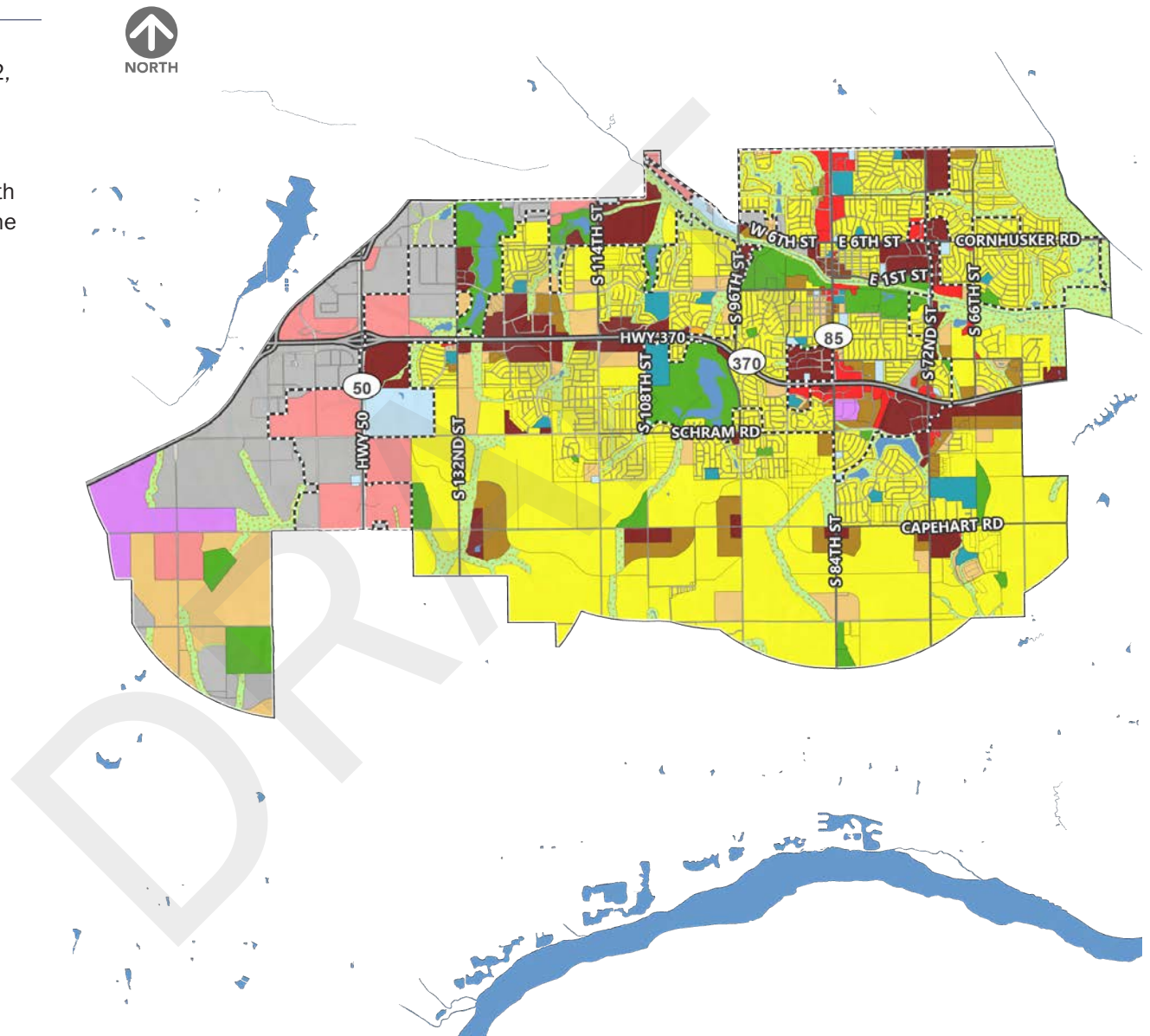
- Residential
- Limited Commercial
- Limited Office

■ Industry

■ Civic/Public Utilities

■ School

■ Park/Recreation



Source: City of Papillion; Sarpy County GIS, 2025



## Housing Resiliency Policy Areas | Framework

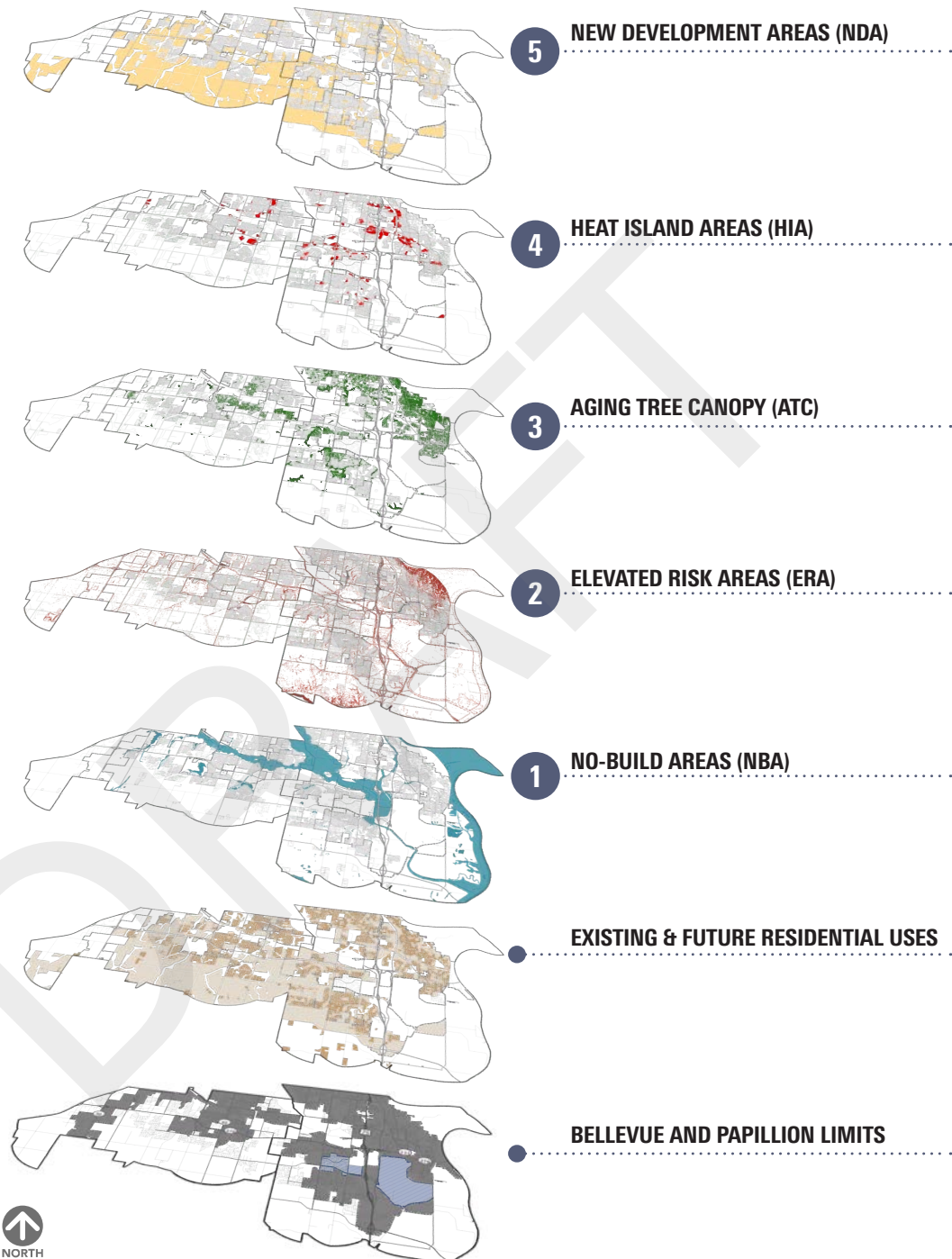
The Housing Resiliency Policy Area Map provides an overlay to the Future Land Use Maps, illustrating how different parts of Bellevue and Papillion should be approached in future development or redevelopment. It combines data and local knowledge to identify where environmental and physical conditions may influence the suitability of existing and future residential and mixed-use areas.

Each Policy Area represents a different level of risk, opportunity, or environmental sensitivity. Together, they help clarify where development should be limited, approached carefully, or supported through mitigation or conservation strategies to enhance long-term housing resilience.

The five Policy Areas include:

- No-Build Areas (NBA)
- Elevated Risk Areas (ERA)
- Heat Island Areas (HIA)
- Aging Tree Canopy Areas (ATCA)
- New Development Areas (NDA)

The Housing Loss Reduction Plan will identify policies and strategies that apply to each of these areas and include specific actions, programs, and potential partnerships to reduce housing loss and strengthen community resilience over time.









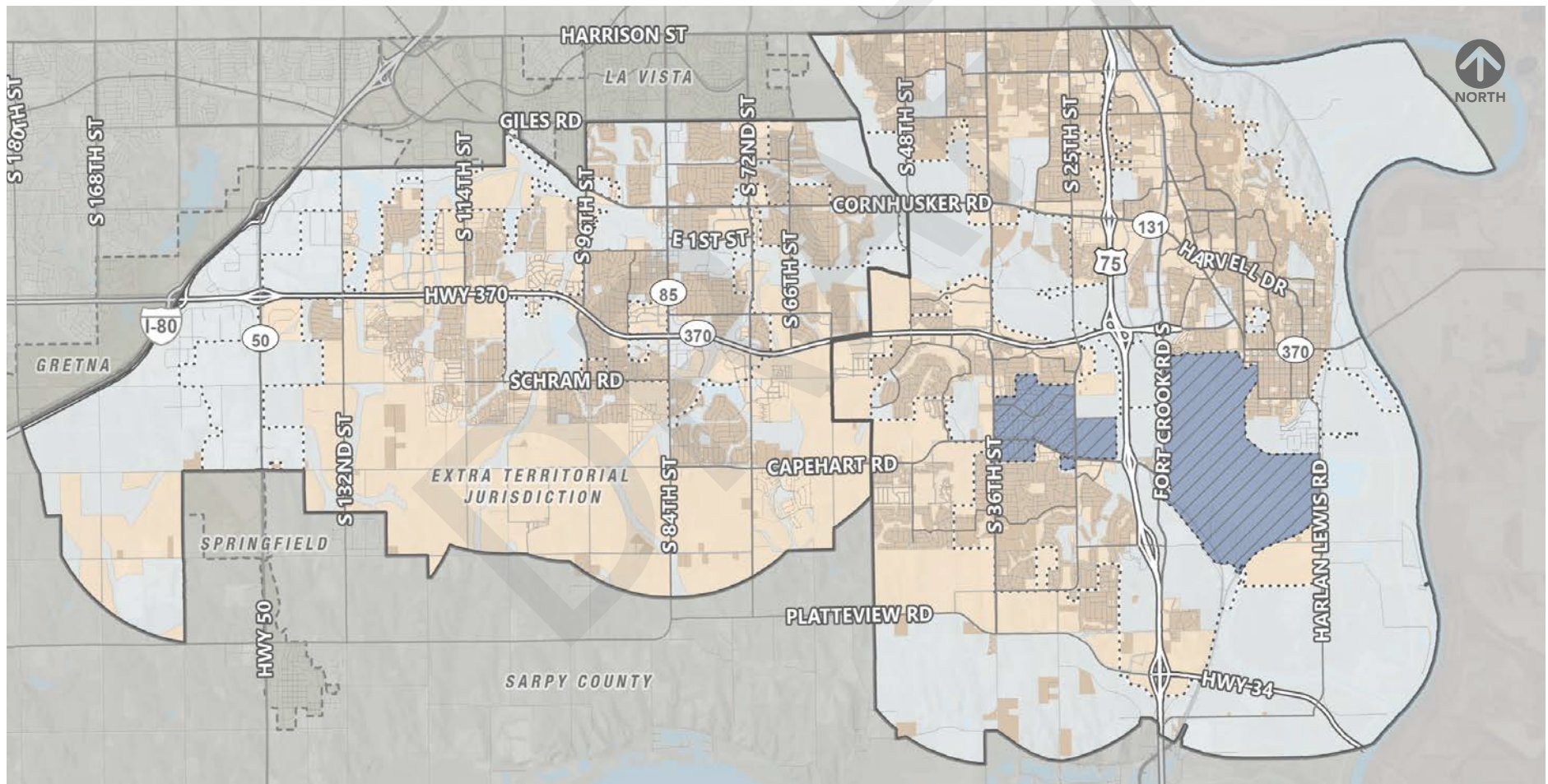
# HOUSING RESILIENCY POLICY MAP

## Existing & Future Residential Uses

This map highlights existing and future planned residential and mixed-use areas in Bellevue and Papillion, based on each city's adopted Comprehensive Plan. It illustrates where housing is currently established and where new neighborhoods are expected to develop over time.

This map provides base on which environmental and physical conditions such as flood risk, slope, canopy cover, and heat exposure overlap with housing today and in the future. These insights guide the development of the Housing Resiliency Policy Areas, which inform strategies to strengthen housing resilience and manage growth more effectively.

-  Extraterritorial Jurisdiction
-  Bellevue & Papillion Limits
-  Offut Air Base
-  Existing Residential Parcels
-  Future Residential Areas
-  Non-Residential Areas



Source: Federal Emergency Management Agency (FEMA), Disaster Declarations Summary, fema.gov



### 1) No-Build Areas (NBA)

The No-Build Areas (NBA) reflect land identified through the most recent effective FEMA Flood Insurance Rate Maps (FIRMs) for Bellevue and Papillion, dated May 3, 2010, with additional zones from December 2, 2005. These areas are not suitable for development due to high flood potential and ecological sensitivity.

The No-Build Areas include:

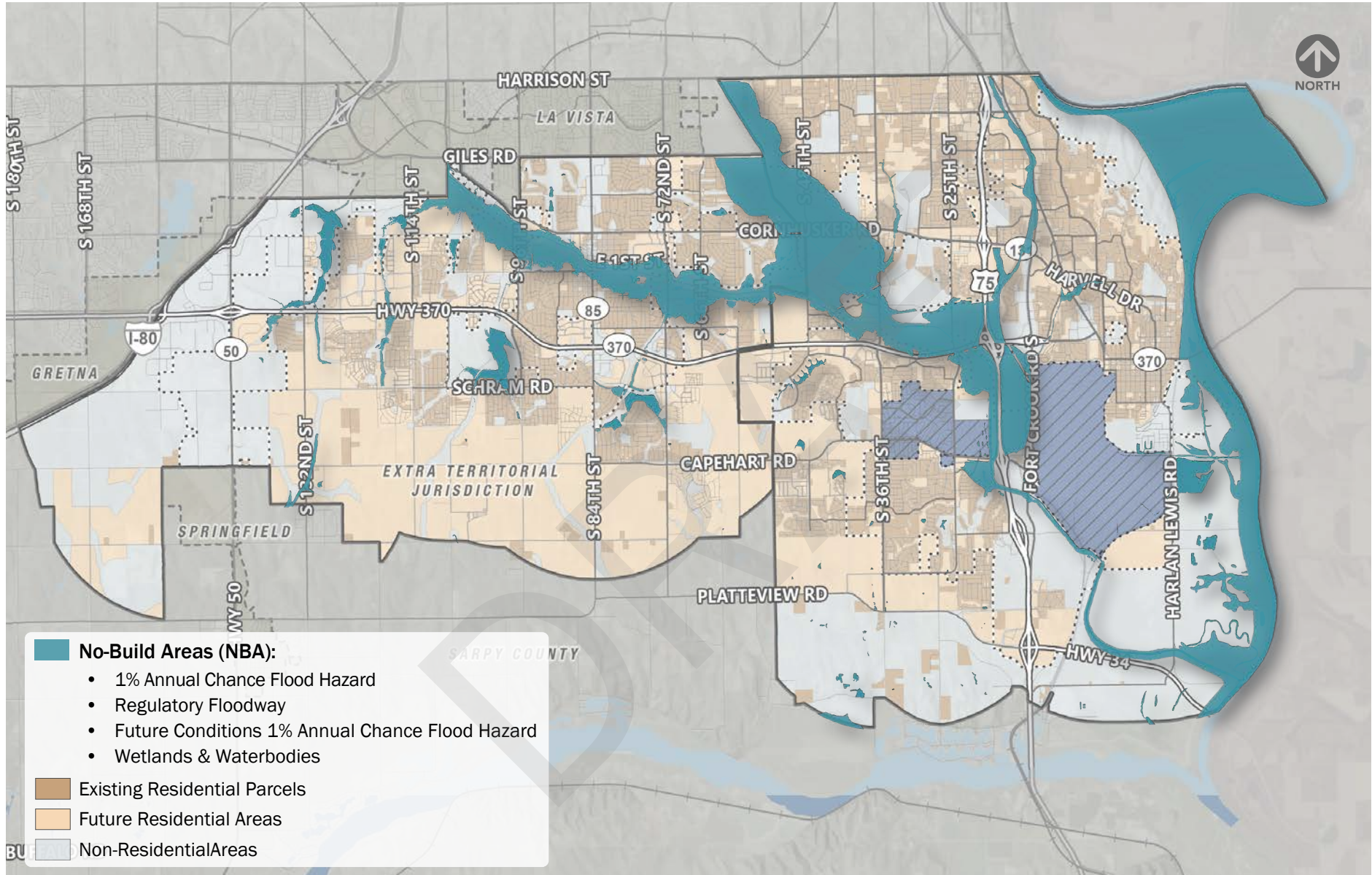
- The 1% Annual Chance Flood Hazard (100-year floodplain)
- The Future Conditions 1% Annual Chance Flood Hazard, which accounts for projected precipitation and runoff changes
- The FEMA Regulatory Floodway, where development could obstruct water flow or increase downstream flooding
- Waterbodies and wetlands, which provide natural flood storage, improve water quality, and support ecological diversity

- For Papillion, these effective FIRMs remain the official regulatory standard. Preliminary updated maps for Douglas and Sarpy Counties (released February 2022) and a 2023 U.S. Geological Survey flood-inundation study provide more recent information for the Papillion Creeks and were reviewed to understand potential future changes. Because these datasets remain preliminary, they were not used in this analysis, but the Cities will integrate them into future updates once formally adopted by FEMA. For Bellevue, the Flood Insurance Study (FIS) for Sarpy County, which includes the City of Bellevue, also became effective on May 3, 2010. Bellevue continues to manage floodplain development in compliance with local, state, and federal regulations and will incorporate new FEMA data as updates are finalized.

Because floodplain boundaries are periodically

revised to reflect new hydrologic modeling and watershed conditions, future versions of the Housing Resiliency Policy Map will align with the most current FEMA datasets to ensure the No-Build Areas accurately represent hazard conditions.

Many of these protections already exist through established regulations. The Policy Map reinforces these limits and ensures they continue to guide local development decisions. Related strategies will be further detailed in the Housing Loss Reduction Plan under the Land Use section.



Source: FEMA Flood Insurance Rate Maps (FIRMs) and Sarpy County Assessor data, 2024.

## 2) Elevated Risk Areas (ERA)

Elevated Risk Areas include land that may already be developed or planned for development but where physical and environmental conditions warrant additional care. These locations are not excluded from future growth but require thoughtful planning, grading, and stormwater management to minimize potential hazards and protect existing development.

The Elevated Risk Areas include:


- The 0.2% Annual Chance Flood Hazard (500-year floodplain) representing areas with moderate flood potential based on the effective FEMA Flood Insurance Rate Maps (FIRMs) for Bellevue and Papillion (effective May 3, 2010, with additional zones from December 2, 2005)
- Areas with slopes greater than 20%, where soil instability or erosion can increase construction challenges

- Low-lying or poorly drained areas, which may experience surface flooding or ponding during heavy rain events

These areas highlight where new development should incorporate site design, grading, and drainage solutions that reduce runoff, prevent erosion, and manage localized flooding. Policies for Elevated Risk Areas should also promote stormwater infrastructure improvements, resilient site design, and protection of natural drainage systems.

Related strategies will be further detailed in the Housing Loss Reduction Plan, under the Land Use Policy section.

 Extraterritorial Jurisdiction

 Bellevue & Papillion Limits

 Offut Air Base

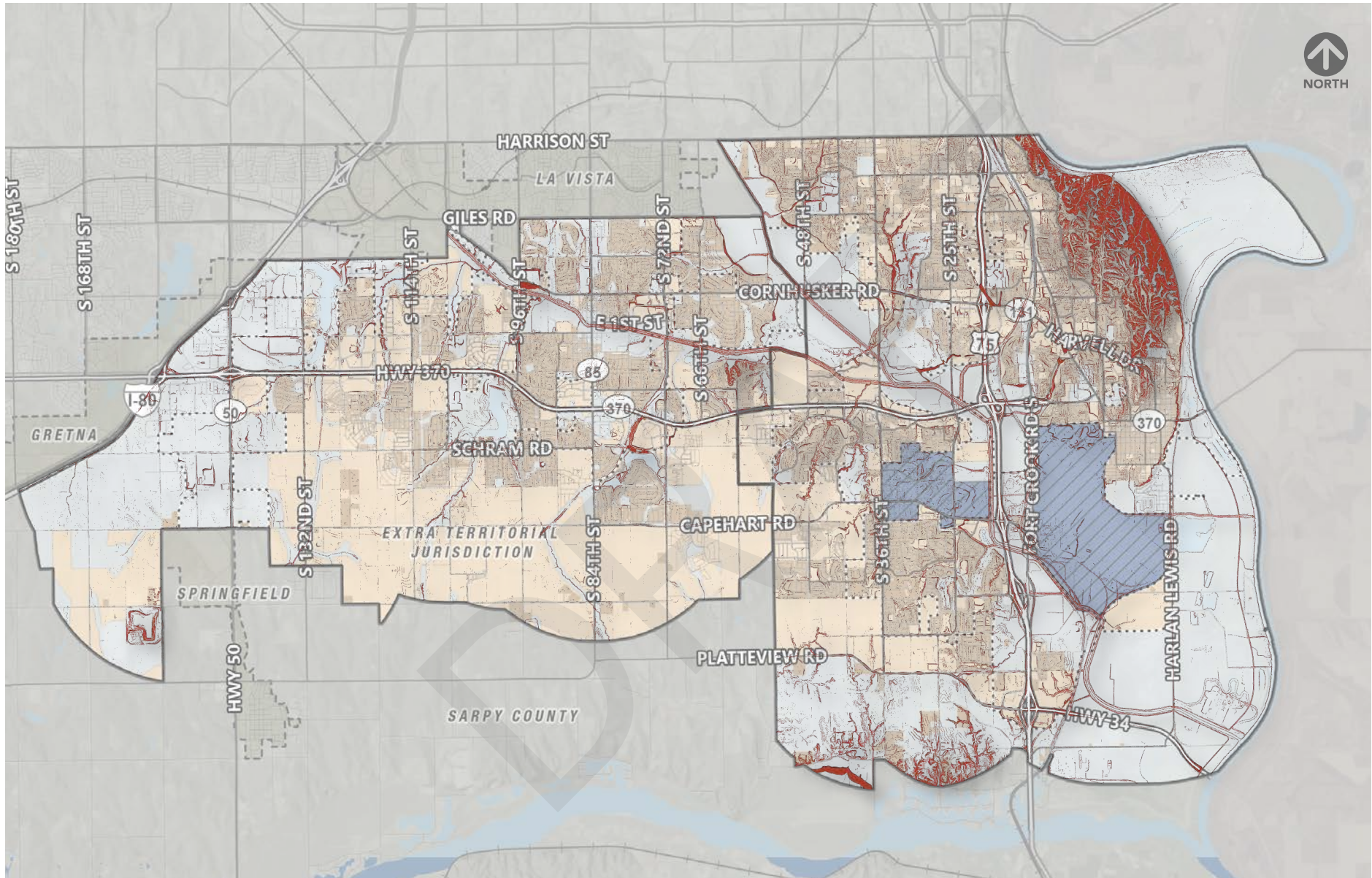
 **Elevated Risk Areas (ERA):**

- 0.2% Annual Chance Flood Hazard
- Slopes greater than 20%
- Low-lying or poorly drained areas

 Existing Residential Parcels

 Future Residential Areas

 Non-Residential Areas



Source: U.S. Geological Survey (USGS), 3D Elevation Program (3DEP). The National Map DEM Data; Sarpy County Assessor data, 2024; RDG Planning & Design

### 3) Aging Tree Canopy (ATC)

Aging Tree Canopy Areas identify neighborhoods where tree canopy is mature or aging and may be more vulnerable to storm damage or loss. Tree canopy provides critical benefits such as shade, temperature regulation, and stormwater absorption, but older trees can become more susceptible to wind or ice events.

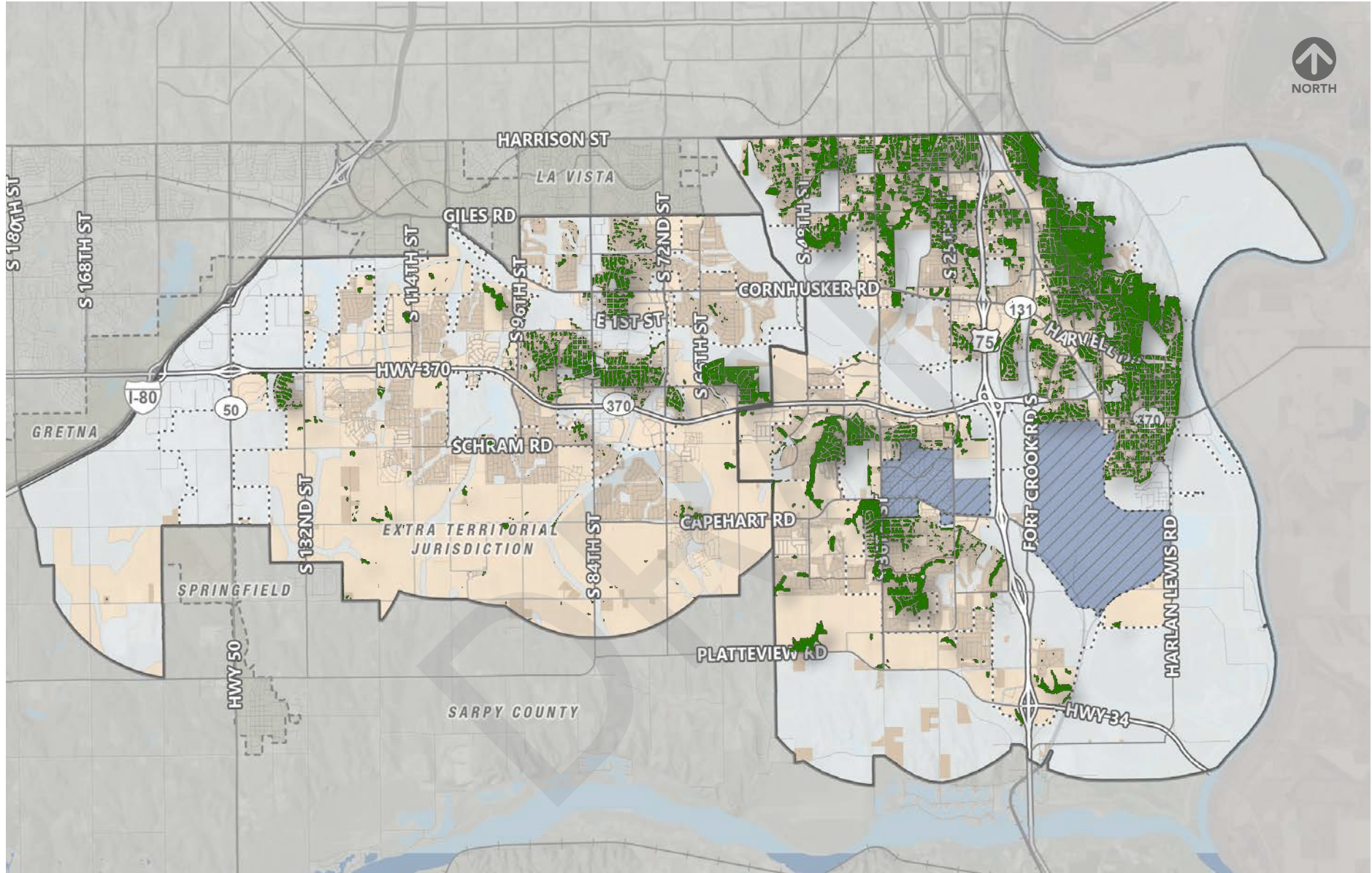
This policy area was developed using data from the Global Canopy Height 2020 dataset, which classifies canopy height to distinguish between different stages of tree growth and maturity.

Canopy classifications used in this analysis:

- 0–5 meters: Low vegetation or grass
- 5–15 meters: Young canopy
- 15–25 meters: Mature canopy
- 25 + meters: Old-growth or aging canopy

The Aging Tree Canopy Areas consider canopy heights greater than 15 meters, representing mature and aging trees that may require proactive management. Policies for these areas should promote tree trimming, removal, and replacement programs, along with species diversity and re-planting efforts, to maintain a healthy and resilient canopy over time.

- Extraterritorial Jurisdiction
- Bellevue & Papillion Limits
- ▨ Offut Air Base
- **Aging Tree Canopy (ATC)**
  - Canopy heights greater than 15 meters
- Existing Residential Parcels
- Future Residential Areas
- Non-Residential Areas



Source: Esri, NASA, and U.S. Geological Survey. (2020). Global Canopy Height 2020 [Raster dataset]. Retrieved October 2025 from ArcGIS Living Atlas of the World

#### 4) Heat Island Areas (HIA)

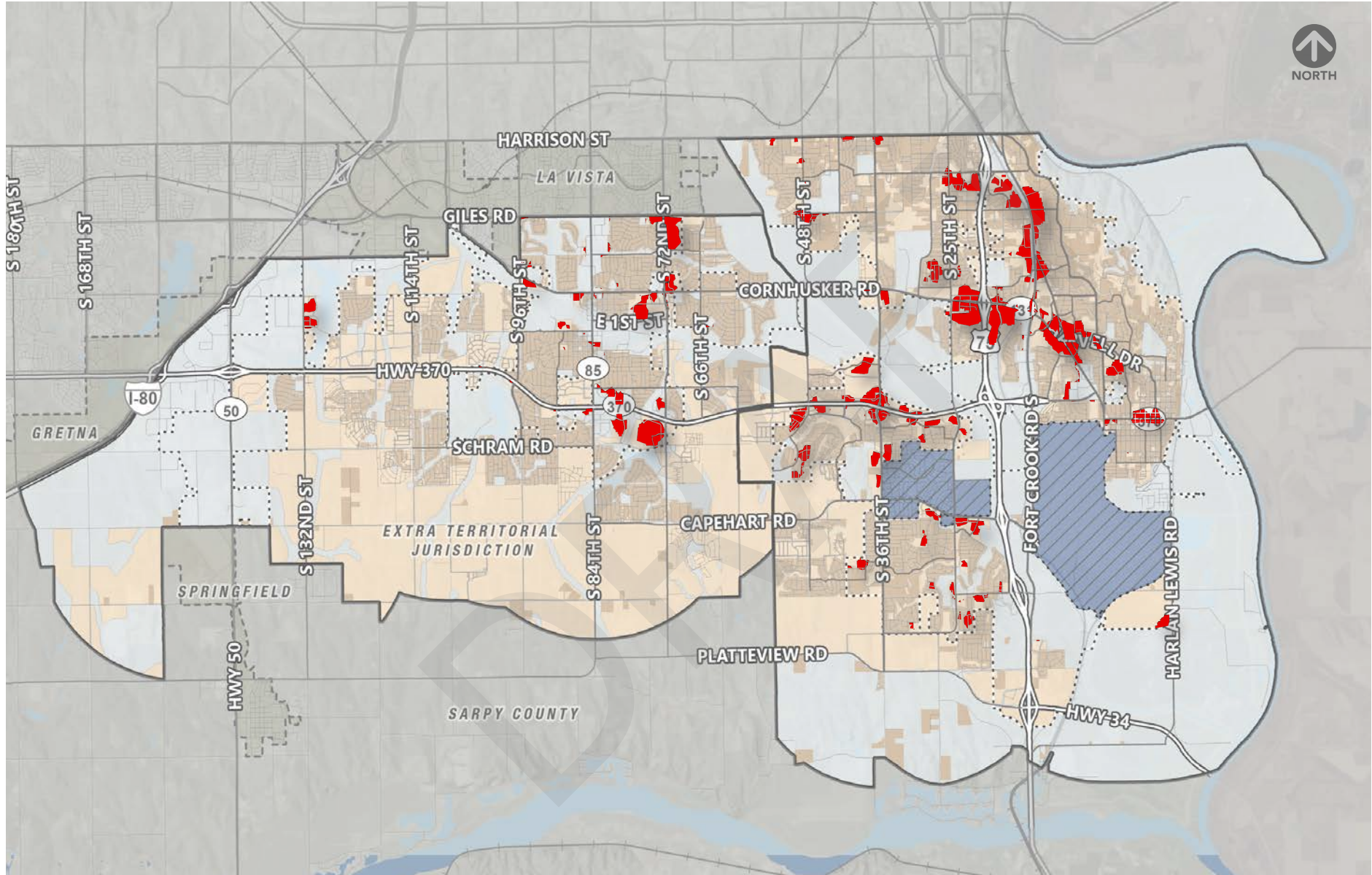
Heat Island Areas identify residential neighborhoods experiencing higher surface temperatures due to limited vegetation, large areas of pavement, and older development patterns. These conditions can increase energy demand, reduce comfort, and heighten health risks during extended heat events.

This policy area was developed using surface temperature data and heat index classifications ranging from 1 to 5, with indexes 3–5 representing moderate to high heat exposure compared to surrounding areas. Residential zones within these higher index ranges were identified as Heat Island Areas for this analysis.

Reducing heat island effects often goes hand in hand with improving stormwater management. While not always a direct relationship—such as when reflective roofs are used instead of green roofs—many strategies that add vegetation or permeable surfaces can also help reduce runoff and improve water quality.

These areas highlight opportunities to reduce localized heat and improve neighborhood livability through design and landscape interventions. Related policies and strategies will be further detailed in the Housing Loss Reduction Plan, under the Land Use Policy section.

-  Extraterritorial Jurisdiction
-  Bellevue & Papillion Limits
-  Offut Air Base
-  **Heat Island Areas (HIA)**
  - Moderate to High heat exposure
-  Existing Residential Parcels
-  Future Residential Areas
-  Non-Residential Areas



Source: Trust for Public Land. Heat Severity – USA 2024, based on 30-meter Landsat 8 thermal imagery. Published via ArcGIS Online. [Accessed July 2025]

## 5) New Development Areas (NDA)






New Development Areas (NDA) represent locations identified for future residential or mixed-use growth based on the adopted Future Land Use Maps for Bellevue and Papillion. These areas are currently undeveloped but are expected to accommodate new housing and neighborhood expansion over time.

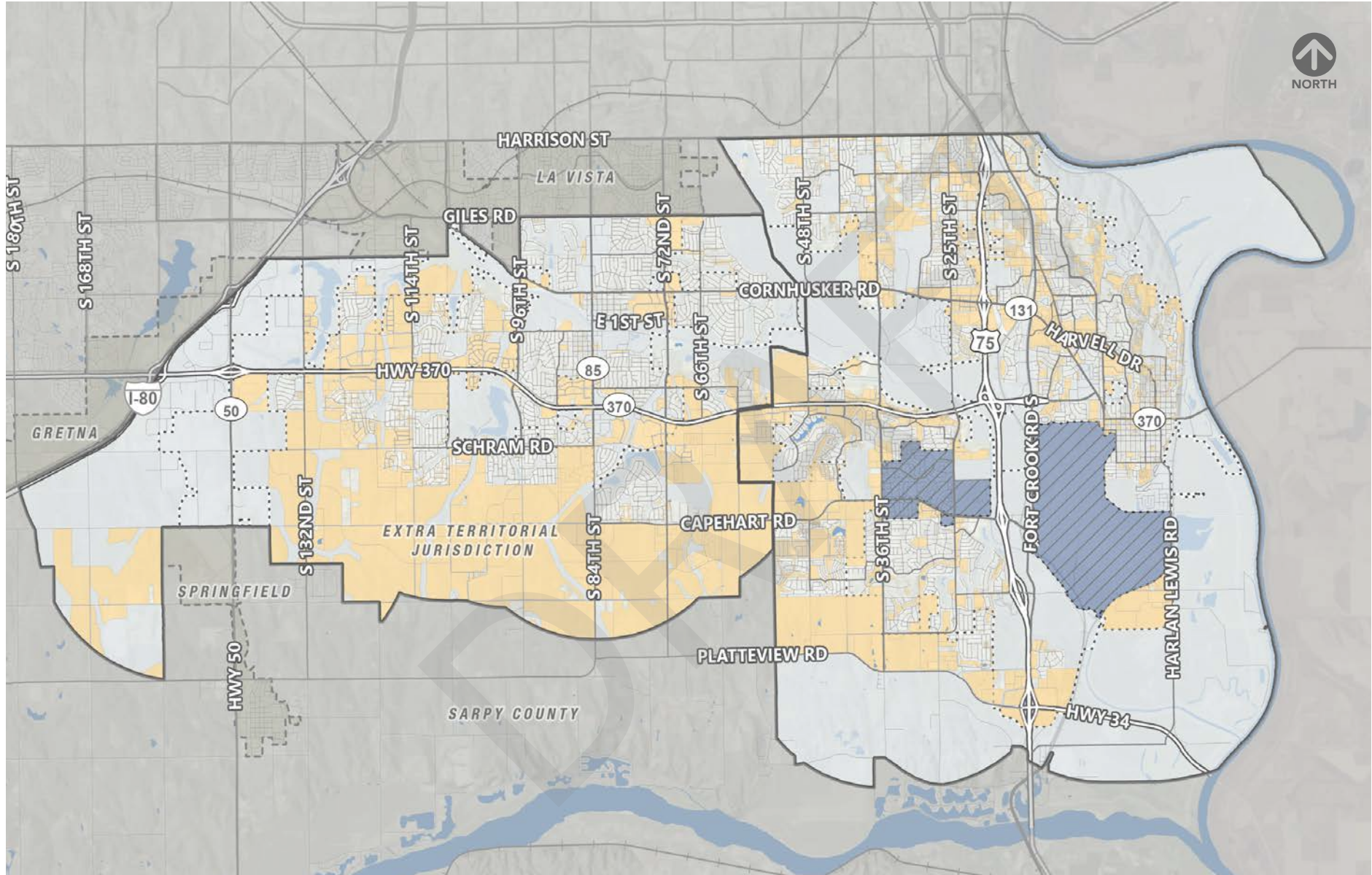
This policy area considers where planned development intersects with environmental and physical conditions, such as flood risk, slope, canopy cover, and heat exposure. Understanding these factors early in the planning process helps inform where and how future development should occur to ensure long-term housing resilience.

New Development Areas include:

- Parcels designated for future residential or mixed-use development in the adopted Future Land Use maps that are located outside the No-Build Areas policy areas
- Areas that are not currently developed but fall within future growth boundaries or planned service areas

These areas highlight the importance of integrating resilience and environmental awareness into future neighborhood design and infrastructure investment. Related policies and implementation strategies will be further detailed in the Housing Loss Reduction Plan, under the Land Use Policy section.

-  Extraterritorial Jurisdiction
-  Bellevue & Papillion Limits
-  Offut Air Base
-  **New Development Areas (NDA)**
  - Future Residential Areas
-  Non-Residential Areas



Source: Bellevue and Papillion Comprehensive Plans; Sarpy County GIS, 2025



An aerial, monochromatic blue-tinted photograph of a residential neighborhood. The image shows several houses with gabled roofs, a swimming pool in a backyard, and a street with utility poles. The overall scene is viewed from a high angle, looking down on the houses and their surrounding greenery.

04

# HOUSING LOSS REDUCTION PLAN

This chapter outlines policies, strategies, and actions to strengthen housing resilience.

# HOUSING LOSS REDUCTION

This section considers the ways in which the communities of Bellevue and Papillion can reduce the risks to the housing stock and protect the most vulnerable populations. Traditionally, housing resilience plans focus on reducing risk to flooding. Over the past decades, Bellevue and Papillion have guided development away from high risk flood zones. The 2019 floods impacted hundreds of homes along the Platte River (outside of either cities' jurisdiction) and homes on the far eastern edge of Bellevue. The homes impacted in Bellevue are now protected by an improved levee and therefore, most residents were not as concerned about flooding risk. Residents' biggest concerns in the listening sessions and through the online engagement opportunities focused on:

- Flash flooding in targeted locations
- Wind and hail damage caused by the increased frequency of severe storms
- Tornado threats

These types of events tend to result in more localized damage than, say a hurricane, which would affect an entire community. A tornado can destroy housing on one block, while the rest of the neighborhood may experience minor or no damage. This means that recovery plans are varied, providing shelter and assistance rebuilding for some households, while other households will only need assistance with minor repairs. For this reason, the strategies for Bellevue and Papillion go beyond

protecting housing against flooding and heavily focus on the impacts and recovery from severe wind, hail, and tornado damage. Tree plantings and urban heat islands are sub areas of concern. Trees are essential for shading and reducing the energy use of a home, not to mention the general quality and feel they provide to a neighborhood, but they can also cause significant damage to homes during high wind events.

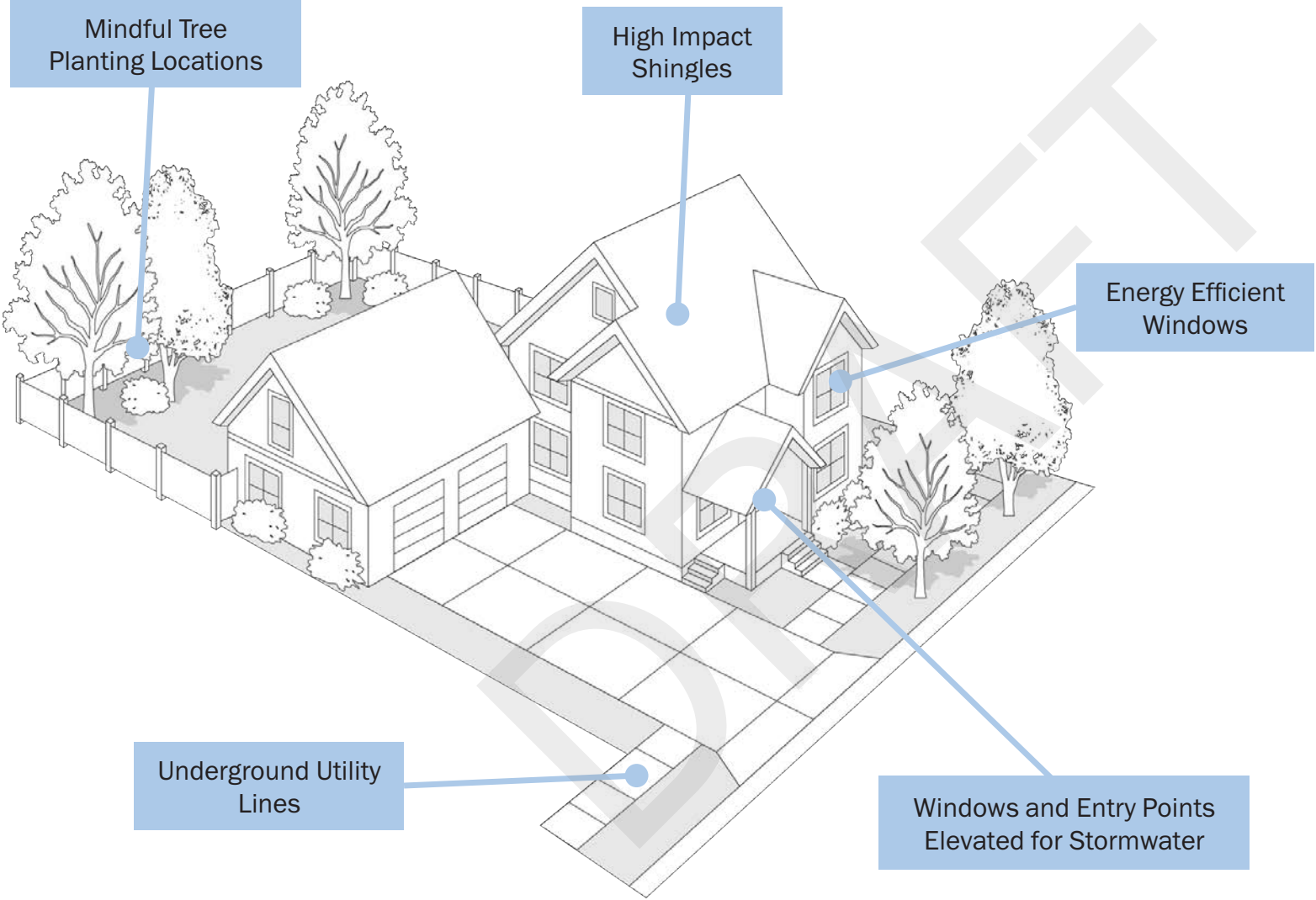
The actions, strategies, and policies of the Housing Loss Reduction Plan fall into one of four categories:

- **Protection:** These tend to be defensive measures that mitigate the impact of a severe weather event on housing. These can include levees and regional stormwater systems such as dams. A limited number of strategies will fall into this categories as the system of levees and dams has or is being addressed at both a local and regional level.
- **Accommodation:** These actions focus on altering the design to better prepare a structure or land use for severe weather. Ultimately, accommodation actions allow the structure or land use to remain in place. This may include modifications to roofing, elevating a structure, or planting trees in appropriate locations.
- **Retreat:** Under this action, structures are removed because they cannot be easily protected

or accommodated. Examples include housing buyouts in flood prone areas. There is little to no housing in high flood risk areas in Bellevue or Papillion, therefore this type of action will have limited application. It should be noted that this may change if rain events increase in frequency or intensity, resulting in large flood hazard zones.

- **Avoidance:** This action guides development away from high risk areas. This includes prohibiting development in high risk flood zones, considering future elevations, designing developments to preserve low lying areas that may be prone to flash flooding post-development, and planting vegetation in locations that limits the risk to housing.

**Figure 4.0: Potential Strategies for Housing Resilience**



Source: RDG Planning & Design

# HOUSING LOSS REDUCTION PLAN FRAMEWORK

The following matrix identifies strategies, policies, and actions that can reduce the risk to housing and address housing needs in time of emergency. These strategies are correlated to the study's goals and the land use policy areas identified in the previous section. It should be noted that not all of these items would be led by the cities, but may be led or funded by other community partners.

The following table identifies strategies and actions that can reduce the risk to housing and address housing needs in time of emergency. These strategies are correlated to the study's goals and the land use policy areas identified in the previous section.

## GOALS

1. Ensure safe, resilient, and affordable housing
2. Reduce community vulnerability to disasters
3. Support informed decision-making for housing and land use
4. Build awareness and collaboration around housing resilience
5. Strengthen local capacity for funding and implementation

## LAND USE POLICY AREAS

- NB: No Build Areas
- ERA: Elevated Risk Areas
- UHI: Urban Heat Island Areas
- ATC: Aging Tree Canopy Areas
- ND: New Developing Areas



**TABLE 4.0: POTENTIAL HOUSING LOSS REDUCTION STRATEGIES/ACTIONS**

Policy/Strategy Type	Policy/Strategy/Action	Applicable Goal(s)	Applicable Land Use Policy Area(s)	Note
Land Use	Coordinate housing and transportation.	1, 4	ALL	This can be an important strategy in both evaluation and decreasing a household's overall housing and transportation costs
Land Use	Prohibit development in high risk flood zones.	1, 2	NB	High risk flood zones (1.0% chance or more of flooding every year) are areas most at risk for flooding now and in the future.
Land Use	Require elevation in low risk flood zones.	1, 2	ERA	Low risk flood zones (0.2% or lower chance of flooding each year) may be more susceptible to flooding in the future based on upstream development and the intensity/frequency of severe weather.
Land Use	Incorporate low lying areas as green space or no build areas in new development.	2, 3	NB, ERA, ND	FEMA estimates that over 20% of all properties with significant flood risk are located outside of these areas identified with significant flood risk on FEMA maps. This may involve the implementation of conservation development or low impact development standards.
Land Use	Incorporate stormwater into the design to create amenities.	2	ND	Stormwater management should protect property and life but also create natural amenities to enjoy.
Land Use	Expand and streamline the process for construction of accessory dwelling units in areas outside of flood risk zones.	1, 2, 3	ND	

**TABLE 4.0: POTENTIAL HOUSING LOSS REDUCTION STRATEGIES/ACTIONS** (cont)

Policy/Strategy Type	Policy/Strategy/Action	Applicable Goal(s)	Applicable Land Use Policy Area(s)	Note
Land Use	Amend zoning ordinances to include a disaster-specific section that outlines procedures for temporary waivers of zoning restrictions that are not through a conditional or special use process.	1, 2, 3	ALL	
Land Use	Continue to update the floodplain management regulations to align with any changes in FEMA's standards and qualify to participate in the NFIP.	2	NB, ERA, ND	
Land Use	Integrate findings from local GIS modeling on hazard impacts to guide disaster housing placement during the process to grant emergency zoning waivers post-disaster	2	ALL	
Land Use	Prioritize temporary housing locations near essential services such as schools, health care, and grocery stores.	1, 2	ALL	
Land Use	Create a clear process for transitioning temporary housing units to permanent housing when in agreement with the Comprehensive Plans.	1, 3, 5	ALL	
Land Use	Reference the Housing Resiliency Plan and community Comprehensive Plans in the zoning codes to identify potential temporary housing sites that are outside disaster-prone areas (e.g., vacant lots, excess commercial land/parking lots, institutional facilities, etc.) to establish pre-disaster agreements with private and semi-public property owners for their conditional use in a disaster.	1, 3, 4, 5	ALL	

**TABLE 4.0: POTENTIAL HOUSING LOSS REDUCTION STRATEGIES/ACTIONS (cont)**

Policy/Strategy Type	Policy/Strategy/Action	Applicable Goal(s)	Applicable Land Use Policy Area(s)	Note
Land Use	Encourage infill development in locations outside of high risk zones and with easy access to services.	1, 2	ALL	
How We Build	Prioritize amending building codes to include the 2022 American Society of Civil Engineers recommendations (ASCE 7).			Adopting ASCE 7-22 will address resilience related to wind, hail, and roofing materials.
How We Build	Complete the review and approval of the 2024 International Building Code.			This code incorporates ASCE 7-22 and Appendix G address flooding resilience issues.
How We Build	Provide financial assistance to place manufactured homes on permanent foundations with storm shelter spaces.	1, 5	ALL	These types of programs may or may not be funded or managed by the city.
How We Build	Develop pre-disaster agreements, including expedited zoning approval, utility connections, and permitting for temporary housing units.	2, 5	ALL	
How We Build	For Papillion, Establish a maximum time allowed for the City to review and approve building permits and certificates of occupancy.	3, 5	ALL	
How We Build	Include provisions to expedite environmental reviews for disaster housing projects while maintaining compliance with local, state, and federal regulations.	3, 5	ALL	

**TABLE 4.0: POTENTIAL HOUSING LOSS REDUCTION STRATEGIES/ACTIONS** (cont)

Policy/Strategy Type	Policy/Strategy/Action	Applicable Goal(s)	Applicable Land Use Policy Area(s)	Note
How We Build	Allow solar energy systems and wind turbines by-right and construction incentives to create solar ready structures.	2, 3	ND	
How We Build	Apply low impact development and stormwater best management practices as much as possible to temporary housing solutions.	1, 2	ERA, ND	
How We Build	Require electric utilities to be installed underground.	2, 3	ND	
How We Build	Establish tree placement standards for proximity away from structures and utility lines to limit damage if the tree falls.	2, 3	ALL	
How We Build	Require large buildings with flat roofs to use white or more reflective “cool roof” materials to reduce energy use for cooling the building.	2, 3	ALL	
How We Build	Increase landscaping in parking lots and large paved areas to slow runoff and reduce heat islands.	2, 3	ALL	For example, at least 50% vegetated or shaded coverage in parking lots reduces surface and air temperatures (LEED). Ensure at least 300 cubic feet of soil per canopy tree. Current standards equate to under 10% landscaped area in these parking lots.
How We Build	Avoid setting doors, windows, or other points of water entry below downstream surface overflow points to surrounding streets or embankments.	3	ALL	These reduce the chances of water entry into structures if the downstream storm network is blocked or its capacity is exceeded.

**TABLE 4.0: POTENTIAL HOUSING LOSS REDUCTION STRATEGIES/ACTIONS (cont)**

Policy/Strategy Type	Policy/Strategy/Action	Applicable Goal(s)	Applicable Land Use Policy Area(s)	Note
How We Build	Establish minimum tree planting guidelines.	1, 2, 3	ALL	<p>These may include:</p> <ul style="list-style-type: none"> <li>• Trees planting per square acre requirement based on development types (industrial, commercial, residential, etc.) with the goal of achieving 30% canopy coverage over time for high intensity use areas</li> <li>• Establish buffer yard requirements requiring trees between incompatible uses i.e. 1 tree per 40 linear feet of buffer yard</li> <li>• Stipulate new residential developments provide a minimum number of general trees along streets or in greenspaces</li> <li>• Stipulate new residential areas to receive 1 front yard tree and 1 rear yard tree prior to receiving a certificate of occupancy or payment of final retainage</li> </ul> <p>Establish minimum tree island spacing in parking lots. One tree per 10-12 consecutive parking stalls.</p>
How We Build	Evaluate the need to increase minimum generator requirements for senior housing developments.	2	ALL	

**TABLE 4.0: POTENTIAL HOUSING LOSS REDUCTION STRATEGIES/ACTIONS** (cont)

Policy/Strategy Type	Policy/Strategy/Action	Applicable Goal(s)	Applicable Land Use Policy Area(s)	Note
How We Build	Ensure that temporary housing sites include accessible units or accommodations for individuals with access and functional needs.	1, 3	ALL	
How We Build	Establish a plan for hiring temporary Building Inspectors in cases of major disasters to facilitate building permits and certificates of occupancy more quickly.	4, 5	ALL	
How We Build	Limit/ban HOA restrictions that conflict with the City's resiliency goals.	2, 3, 4	ALL	Examples include HOAs that prohibit rain barrels, rooftop solar panels, and similar functional systems.
Accommodations	Retrofit or remove housing that frequently floods during flash flooding events.	2	ERA	
Accommodations	Within the Subdivision ordinances, create a street section identifying sidewalk width and verge/R.O.W. greenspace distance between back of curb/road and edge of sidewalk, preferably 8 ft. or more for tree planting.	2, 4, 5	ND	Placing trees in the R.O.W. is counter to many public works departments policy but addressing concerns over the proximity of trees to structures versus concerns with underground infrastructure should be investigated.

**TABLE 4.0: POTENTIAL HOUSING LOSS REDUCTION STRATEGIES/ACTIONS (cont)**

Policy/Strategy Type	Policy/Strategy/Action	Applicable Goal(s)	Applicable Land Use Policy Area(s)	Note
Accommodations	Establish public utility location within R.O.W.: sewer, water, electric, gas, fiber, storm, to be located either under the street, sidewalk, or immediately behind the back of curb to allow for tree plantings within the R.O.W.	2, 4, 5	ND	
Accommodations	Establish sidewalk replacement standards adjacent to existing trees.	4, 5	ALL	Standards should limit root pruning and/or bridging over large roots, include structural soil or gravel subbase to minimize heaving, and allow for root growth under sidewalk. All of these help improve the viability and resilience of the tree canopy.
Accommodations	Establish tree preservation and mitigation regulations.	4, 5	ATC, UHI	Regulations may include: <ul style="list-style-type: none"> <li>Existing trees over 6' DBH to be identified on any surveys and assigned mitigation dollars/ replanting requirements</li> <li>Establishing a Grand Tree/Heritage Tree status to be assigned to trees of a size, age, character, species that warrant preservation or additional mitigation requirements. Stipulate that any tree attaining this status scheduled to be removed must be reviewed by the community Tree Board.</li> </ul>
Accommodations	Consider imposing fines or penalties to property owners for irrigation systems that run during the highest temperatures times of the day.	4	ALL	

**TABLE 4.0: POTENTIAL HOUSING LOSS REDUCTION STRATEGIES/ACTIONS** (cont)

Policy/Strategy Type	Policy/Strategy/Action	Applicable Goal(s)	Applicable Land Use Policy Area(s)	Note
Accommodations	Establish a community tree fund to distribute funds for community tree planting efforts in residential areas.	4, 5	ATC, UHI	These materials are more expensive, but can reduce insurance premiums and significantly extend the life of a roof.
Accommodations	Encourage the use of more building of high impact shingles.	2, 4	ALL	These materials are more expensive, but can reduce insurance premiums and significantly extend the life of a roof.
Accommodations	Establish a Cool Roof incentive program.	2, 5	ALL	For example, Louisville, KY offers a \$1/SF rebate for cool roofs installed, up to \$2,000 for residential properties and \$5,000 for commercial properties.
Accommodations	Complete a public tree inventory including species, diameter at breast height (DBH), condition, location, and hazard zones.	4, 5	ALL	Use the inventory to identify trees that need to be removed and to set diversity and management goals for all public trees.
Accommodations	Establish a Community Forestry Master Plan with actionable, time-bound goals.	4, 5	ALL	Urban Forestry Master Planning is a comprehensive, strategic process that assesses a city's existing tree canopy and establishes strategies to improve it over time.
Accommodations	Do not allow trees to be planted closer than 10 ft. from the foundation of any structure.	1, 2	ALL	This should include education to the general public for private property.
Accommodations	Prioritize planting trees on the N, NW, W, SW, and S sides of structures.	1, 2	ALL	Winds a primarily N, NW, and W.
Accommodations	To reduce the loss from storms/wind damage, prioritize planting trees with good structure and strong woods.	1, 2	ALL	Avoid species that grow with narrow trunks/branch angles. Avoid fast growing species that are known to be weak-wooded. Avoid species that become brittle with age and are more likely to fail.

**TABLE 4.0: POTENTIAL HOUSING LOSS REDUCTION STRATEGIES/ACTIONS** (cont)

Policy/Strategy Type	Policy/Strategy/Action	Applicable Goal(s)	Applicable Land Use Policy Area(s)	Note
Social Vulnerability	Conduct a yearly meeting with first responders, the Housing Authority, local news outlets, faith-based organizations, schools, and other civic organizations to ensure clear procedures for distributing information about evacuations, shelters, and temporary housing.	4, 5	ALL	
Social Vulnerability	Support construction of affordable housing outside of flood zones.	1, 2, 5	ND	
Social Vulnerability	Target HOME and CDBG funds to rehabilitate older housing using building materials and practices that improve resiliency.	1, 2, 5	ALL	This may include the use of high-impact shingles and/or hurricane clips.
Social Vulnerability	Work with local organizations and non-profits to improve roofing on older housing.	1, 2, 5	ALL	
Social Vulnerability	Establish funding sources to assist low-income households with the removal of older trees in danger of causing damage to a home.	2, 5	ATC	
Social Vulnerability	Establish evacuation, relocation, and temporary housing plans for low-income households.	1, 4, 5	ALL	
Social Vulnerability	Create an inventory map of the community's most vulnerable households to identify neighborhoods where assisted evacuations and other strategies may be most needed following a disaster.	2, 3, 4	ALL	These neighborhoods may include those with group homes, day cares, and high percentages of elderly and/or low-income households.

**TABLE 4.0: POTENTIAL HOUSING LOSS REDUCTION STRATEGIES/ACTIONS** (cont)

Policy/Strategy Type	Policy/Strategy/Action	Applicable Goal(s)	Applicable Land Use Policy Area(s)	Note
Social Vulnerability	Establish contracts with local hotels to automatically provide free or discounted room rates for displaced residents.	4, 5	ALL	
Social Vulnerability	Establish agreements with local landlords to offer access to vacant units for displaced residents.	4, 5	ALL	
Social Vulnerability	Establish a mass communication list and use to distribute temporary housing opportunities.	4, 5	ALL	
Stormwater Management	Collect key storm sewer information in local GIS data resources (pipe materials, sizes, slopes, elevations, and structure types).	3	ALL	Data on the entire storm sewer system should be collected. However, initial data collection should be prioritized for larger storm sewer pipes (24" or larger) in areas where flash flooding has been observed.
Stormwater Management	Once storm sewer information is collected, commission detailed studies of the watersheds that drain to the suspected flash flooding areas.	3	ERA	These studies may need to evaluate both pipe flow and surface flow to identify the cause(s) of flash flooding.
Stormwater Management	For pre-application meetings key drainage patterns, identify the size and characteristics of the watershed areas entering and leaving the site.	3, 4	ALL	
Stormwater Management	For pre-application meetings, require an evaluation of open space buffers and greenways along drainage paths with larger watershed areas.	3, 4	ALL	

**TABLE 4.0: POTENTIAL HOUSING LOSS REDUCTION STRATEGIES/ACTIONS (cont)**

Policy/Strategy Type	Policy/Strategy/Action	Applicable Goal(s)	Applicable Land Use Policy Area(s)	Note
Stormwater Management	Avoid the creation of mid-block low points in streets, which require flow from catastrophic events (or if the storm network is blocked) to pass along the side yards between homes.	2, 3	ND	If mid-block low points can't be avoided, provide an easement along the side yard(s) to contain the expected surface overflow from the 0.2% chance, 24-hour storm event with at least one foot of vertical freeboard from the expected high-water level to the elevation of the lowest edge of the easement.
Stormwater Management	Develop grading plans which direct larger storm flows to pass along the street right-of-way corridors until they reach an open space, buffer, or greenway.	2, 3	ND	
Stormwater Management	At pre-application meetings, discuss site requirements for stormwater management.	3, 4	ALL	
Stormwater Management	At pre-application meetings, discuss site requirements for stormwater management.	3, 4	ALL	As designs advance, perform preliminary design calculations to reserve the appropriate amount of space for stormwater management, then plan development patterns around those spaces.
Stormwater Management	For pre-application meetings, evaluate if any downstream conditions cause capacity limitations or restrictions that could affect how stormwater is released from the proposed development.	3, 4	ND	





# 05 COMMUNITY EDUCATION PLAN

Community education and buy-in is imperative to this plan's implementation.

# CREATING AN ENVIRONMENT OF RESILIENCE

Effective community engagement must be consistent and ongoing. Sharing information at meetings and events helps embed best practices into the daily lives of members of the community. Every year, Bellevue and Papillion host a range of events that present valuable opportunities for decision-makers to connect with residents, strengthen relationships, and build trust.

The recommendations and goals in the Bellevue-Papillion Housing Resilience Plan rely on the active participation of the community. Numerous stakeholders contributed to this plan, offering valuable insight into identifying policy areas, information networks, and approaches to building trust within the communities.

Effective engagement in resilience planning and recovery requires a consistent and ongoing dialogue between stakeholders. To ensure success, messaging across both communities must remain concise and consistent.

This chapter provides a roadmap for engaging and educating the public to build a more resilient community. This chapter:

- Identifies key organizations for partnership opportunities
- Recommends educational components at events in each community
- Proposes education strategies

The engagement goals align with the goals of the Bellevue-Papillion Housing Resilience Plan identified in Chapter 1, and builds upon them to create a more implementable plan.

## ENGAGEMENT PLAN GOALS

1. Keep community leaders, organizations, and decision-makers actively engaged.
2. Share information widely, both in print and online, and in multiple languages where necessary.
3. Ensure open, ongoing communication between officials and stakeholders.
4. Deliver unified messaging across both communities.



### Key Organizations for Partnership Opportunities

The cities cannot undertake the implementation of the Bellevue-Papillion Housing Resilience Plan and its education pieces on their own. True integration of this plan into communities will take the work of several partner organizations, who have a wide reach and established trust with residents. Table 5.0 (right) identifies a number of potential organizations that may play key partnership roles.

Table 5.0 (right) breaks down all organizations by category and community. Different categories of organizations will have different audiences, purposes, and even different access to funding:

- Community-Based
- Community Health
- Economic
- Education
- Environmental
- Faith-Based
- Housing
- Insurance
- Military
- Response/Recovery
- Utilities

Utilizing a broad net to make mass connections will make implementation more efficient and effective.

**Table 5.0: Key Organizations for Partnership Opportunities**

Organization Name	Category	Community
American Red Cross of Nebraska	Response/Recovery	Both
All Seasons Foundation and Church	Faith-Based	Bellevue
Asha’s House	Community-Based	Bellevue
Bellevue Fire Department	Response/Recovery	Bellevue
Bellevue Housing Authority	Community-Based	Bellevue
Bellevue Medical Center	Community Health	Bellevue
Bellevue Police Department	Response/Recovery	Bellevue
Bellevue Public Library	Community-Based	Bellevue
Bellevue Public Schools	Education	Bellevue
Bellevue Senior Center	Community-Based	Bellevue
Bellevue Together	Community-Based	Bellevue
Bellevue Tree Board	Environmental	Bellevue
Bellevue University	Education	Bellevue

**Table 5.0: Key Organizations for Partnership Opportunities, Continued**

Organization Name	Category	Community
Duet Endeavors	Community-Based	Bellevue
Eastern Nebraska Community Action Partnership	Community-Based	Bellevue
Green Bellevue	Environmental	Bellevue
Habitat for Humanity of Omaha	Housing	Both
Healthy Homes Omaha	Housing	Both
Hillcrest Health	Community Health	Both
Lied Activity Center	Community-Based	Both
Lift Up Sarpy County	Community-Based	Both
Metro Omaha Builders Association	Housing	Both
Metropolitan Community College	Education	Bellevue
Nebraska Dept. of Insurance	Insurance	Both

Organization Name	Category	Community
NeighborGood	Community-Based	Papillion
Offut Air Force Base	Military	Bellevue
OPPD	Utilities	Both
Papillion Downtown Business Administration	Economic	Papillion
Papillion Fire Department	Response/Recovery	Papillion
Papillion Police Department	Response/Recovery	Papillion
Papillion Public Library	Community-Based	Papillion
Papillion Senior Center	Community-Based	Papillion
Papillion Tree Board	Environmental	Papillion
Papillion Public Library	Community-Based	Papillion
Papillion-La Vista Public Schools	Education	Papillion

**Table 5.0: Key Organizations for Partnership Opportunities, Continued**

Organization Name	Category	Community
Papio Missouri NRD	Environmental	Both
Project Houseworks	Housing	Both
Sarpy County Chamber of Commerce	Economic	Both
Sarpy County Emergency Management	Response/ Recovery	Both
Sarpy County Health Department	Community Health	Both
Sarpy County Long Term Disaster Recovery Group	Response/ Recovery	Both

**Community Events for Education Opportunities**

Often times, the best way to reach the widest audience is to meet people in places they already are. For this reason, attending community events and sharing information at them is an efficient way to share important information or host activities. Table 5.1 (right) shares a list of community events hosted regularly or annually in Bellevue and Papillion that may serve as opportunities for educating stakeholders.

**Table 5.1: Community Events for Education Opportunities**

Event Name	Occurrence	Community
Arrows to Aerospace	Annual	Bellevue
Bellevue Farmer’s Market	Weekly: Spring-Fall	Bellevue
Bellevue Rocks Rocks the Riverfront Festival	Annual	Bellevue
Christmas in Olde Towne	Annual	Bellevue
Heritage Days	Annual	Bellevue
Papillion Art Show	Annual	Papillion
Papillion Days Festival	Annual	Papillion
Papillion Farmer’s Market	Weekly: Spring-Fall	Papillion
Sarpy County Fair	Annual	Both
Summer Concert Series	Weekly: Summer	Both
Winter Wonderland	Annual	Papillion

## Education Strategies

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To support community education on the items included in the plan and more, the list below provides a list of potential activities. This list is not intended to be comprehensive or exhaustive, but rather a starting point to engage with stakeholders and lead both communities to a more resilient future.

**Conduct regular community surveying.** Consider surveying on a regular basis (e.g. bi-annually) to determine how perceptions, priorities, and education have changed over time in each community. Include incentives and partner with organizations to increase participation. Share the results of the survey with the community alongside other educational and engagement activities.

**Engage through neighborhood associations.** Partner with neighborhood associations, homeowners' associations, civic groups, and church communities to deliver short resilience briefings or mini-trainings during their regular meetings.

**Establish recurring communications with key parties.** Create a newsletter, email list, or other communications channel(s) where community members can receive regular updates on progress towards the plan, resources, and engagement opportunities.

**Host a “Resilient Homes” workshop series.** Offer free, seasonal workshops on topics such as strengthening roofs, floodproofing, reducing insurance costs, and preparing emergency kits. Partner with local builders, insurance representatives, and emergency managers.

**Host pop-up events related to resilience and emergency management.** Join already-existing events pop-up style, which may vary in activities from building emergency kits to learning generator safety.

**Implement a housing resilience rewards program.** Reward homeowners, landlords, and tenants for implementing resilient strategies with a badge program. Participants could earn tiered recognition levels, such as bronze, silver, and gold, based on the number and impact of resilience measures they adopt.

**Include resilience in the building permit process.** Provide homeowners and builders with educational brochures or brief consultations when homeowners apply for renovation or new construction permits, ensuring resilience measures are a part of early planning. Some resilience factors may come with incentives such as tax abatements or allowing increased density. Incentives will be determined by the City.

**Integrate resilience education in schools.** Collaborate with local schools to teach students about natural hazards and how strong, well-prepared homes keep families safe. This education may also teach children how to create a household disaster plan. Both Bellevue and Papillion have strong school systems with high graduation rates. Leverage existing partnerships with these schools and build programs at different grade levels to integrate resilience education for all ages.

**Maintain an engagement database.** Maintain a database of key organizations, events, as well as lessons learned and best practices within the communities. This will allow for a single place for

organizing engagement opportunities and have events reflect the needs of the community.

**Promote storytelling and local champions.** Share the stories of residents who have improved their homes and recovered from disasters through online and physical media. Peer examples help promote proactive action.

**Publish a housing resilience progress and resource website.** Host a website that is dedicated to updating community members on progress made towards the plan and resources for community members to support action and education themselves. The website may also store all information and forms related to resilient housing. The site may include flood maps, building code resources, and grant/loan programs for mitigation work and repairs.

**Run a “Know Your Risk” campaign.** Launch a multi-media outreach effort including online and physical media explaining local hazards (flood, wind, heat) and how housing design and maintenance can reduce an individual's risk.

**Run annual campaigns about specific disruptions.** Consider running annual campaigns on specific disruptions, such as heat mitigation or home winterization, so that community members can be reminded of best practices and resources to stay safe during disruptions common during certain seasons of the year.



An aerial, monochromatic blue-tinted photograph of a residential neighborhood. The image shows several houses with gabled roofs, a swimming pool in a backyard, and a street with parked cars. The overall scene is viewed from a high angle, looking down on the houses and trees.

# 06

# MITIGATION AND RECOVERY FUNDING PLAN

Identifies funding opportunities and partnerships for implementing the plan

# FUNDING FUTURE RESILIENCE

The cities of Bellevue and Papillion cannot bring to life the goals of this plan on their own, it will require the partnership of many people and organizations, and funding from a variety of sources. Table 6.0 shares potential funding sources that may be available for projects related to housing resilience.

**Table 6.0: Potential Funding Sources**

Funding Program	Funding Agency	Description
Assistance for Governments and Private Non-Profits After a Disaster	FEMA	This program provides funding to eligible entities for emergency or permanent construction projects that address buildings, public works systems, equipment, or natural features in disaster-affected areas.
Building Resilient Infrastructure and Communities (BRIC)	FEMA	The program supports eligible entities that have experienced a declared major disaster within the past seven years by helping them reduce risks from extreme weather and future disasters. It prioritizes projects that strengthen public infrastructure and essential community lifelines.
Clean Water State Resolving Fund (CWSRF)	EPA	This program supports eligible entities in improving water quality by offering low-cost financing for infrastructure projects. Previous investments have supported stormwater management, non-point source pollution control, and the development of green infrastructure.
Community Development Block Grants (CDBG)	HUD	The program provides funding to eligible entities to enhance residents' quality of life, leverage resources to build community assets, and effectively implement local programs.

**Table 6.0: Potential Funding Sources, continued**

Funding Program	Funding Agency	Description
Community Development Block Grants-Disaster Recovery (CDBG-DR)	HUD	This program supports eligible entities in facilitating long-term community recovery by addressing unmet needs. It provides funding for activities that plan and execute recovery programs, remediate disaster impacts, and mitigate for future risks. Priority is given to infrastructure restoration and recovery efforts after declared disasters.
Disaster Recovery Supplemental	EDA	The program offers financial assistance to eligible entities for the implementation of projects, including construction, that promote sustained economic recovery. Eligibility requires a recent federally-declared disaster.
Economic Adjustment Assistance (EAA)	EDA	This program helps communities in regions affected by major economic changes, including those caused by natural disasters, by funding infrastructure projects. The funding may be used for technical assistance or planning, public works projects, or infrastructure-related investments.
Emergency Watershed Protection Program	USDA	The program supports eligible entities in recovering from natural disasters by addressing watershed impairments. Funding may also be used for resilience measures, including floodplain easements or conducting property buy-outs.
Flood Mitigation Assistance (FMA)	FEMA	This program helps eligible communities develop and implement projects aimed at flood and risk mitigation. Funding may be used to support long-term protection measures for structures covered by the National Flood Insurance Program (NFIP).
Hazard Mitigation Grant Program (HMGP)	FEMA	The program provides assistance to eligible entities for the creation of hazard mitigation plans and the execution of risk management projects, encompassing infrastructure initiatives.
Post-Disaster Recovery Grants	EDA	This program supports eligible entities for the creation of disaster recovery strategies and the execution of recovery projects, including improvements to make infrastructure more resilient.
Pre-Disaster Mitigation Grant Program (PDM)	FEMA	The program provides eligible entities with support in developing and implementing cost-effective measures to reduce disaster risks and enhance community resilience. Its primary goal is to decrease future dependence on federal disaster funding.

**Table 6.0: Potential Funding Sources, continued**

Funding Program	Funding Agency	Description
Promoting Resilient Operations for Transformative, Efficient, and Cost-Saving Transportation Program (PROTECT)	DOT	This program provides funding to eligible entities to mitigate disaster-related risks to transportation and promote resilience. Funding may be used for planning efforts or implementing resilience improvements.
Public Assistance Program (PA)	FEMA	The program offers financial assistance to eligible entities following a declared disaster to support emergency response and infrastructure repair, including the implementation of cost-effective hazard mitigation for affected facilities.
Rebuilding American Infrastructure with Sustainability and Equity (RAISE)	DOT	This program offers financial assistance to eligible entities to develop and rehabilitate critical infrastructure systems, encompassing multi-modal and multi-jurisdictional initiatives.
Regional Catastrophic Preparedness Grant Program (RCPGP)	FEMA	This program helps communities implement the National Preparedness System by addressing gaps in housing, logistics, and supply chain capabilities. It encourages a regional approach to disaster preparedness efforts that builds upon already-existing infrastructure and programs.
Section 40101(D) Formula Grants to States and Indian Tribes	DOE	This program is intended to be used to improve grid resilience in eligible communities. The funding may be targeted at existing and/or future needs.
AmeriCorps State and National Grants	AmeriCorps	These programs offer financial assistance to eligible entities for the preparation, response, and mitigation of disaster impacts.
Development and Preservation Fund	Front Porch Investments	This program supports aims to finance new and affordable mixed-income housing and enhance and maintain existing housing. Most projects using this program are multi-family projects.
Innovation Fund	Front Porch Investments	This program incentivizes new ideas and practices to address challenges in affordable housing by funding research to discover new, innovative techniques, technologies, and materials for affordable housing construction and maintenance.
Nebraska Environmental Trust (NET) Grants	NET	This program funds projects related to habitat, surface and ground water, waste management, air quality, and soil management

**Table 6.0: Potential Funding Sources, continued**

Funding Program	Funding Agency	Description
Greener Together Program	OPPD	This grant program funds renewable energy, environmental sustainability, or community betterment/education projects. A partnership with a non-profit, educational institution, or health and human services organization is required for application.
Trees for Nebraska Towns Program	Nebraska State Arboretum	This effort provides free, high-quality trees to public-oriented projects in Nebraska communities.
Urban and Community Forestry Grants	Nebraska State Arboretum	This program bolsters Nebraska's community forestry efforts by providing support for tree care, removal, planting, and the development of forestry professionals. Projects must take place within designated eligible areas as outlined on the Nebraska Forest Service map and should focus on public tree initiatives.
Greener Towns Program	Nebraska State Arboretum	This initiative provides funding, resources, and educational opportunities to help Nebraska communities enhance and safeguard their green infrastructure.
Nebraska's Water Resources Cash Fund	Nebraska Department of Natural Resources	This funding supports conservation projects related to water in any area of the state that has implemented an integrated management plan.
Site and Building Development Fund (SBDF)	Nebraska Department of Economic Development	This program provides funding for projects related to infrastructure development and improvements.
Civic and Community Center Financing Fund (CCCCF)	Nebraska Department of Economic Development	A funding initiative aimed at projects that enhance economic prospects and improve the quality of life in communities.
Nebraska Affordable Housing Trust Fund (NAHTF)	Nebraska Department of Economic Development	This program provides funding to safe, affordable housing development projects.
Community Development Assistance Act (CDAA)	Nebraska Department of Economic Development	This is a tax credit opportunity for projects that enhance resident capacity, provide essential services to low- and moderate-income individuals, or foster lasting community partnerships.

**Table 6.0: Potential Funding Sources, continued**

Funding Program	Funding Agency	Description
Community Development Block Grants	Nebraska Department of Economic Development	This grant allocates funding to initiatives for safe, hygienic housing and economic opportunities.
Disaster Relief Mini Grants	Nebraska Museums Association	This grant requires a partnership with a local museum to conduct disaster preparedness and response.
Cooper Foundation Grants	Cooper Foundation	This grant requires a partner and funds projects focusing on civic engagement, community engagement, education, and the environment.
The Land and Water Conservation Fund	Nebraska Game and Parks	This is a program that funds the renovation of parks, recreation areas, and public lands.
Nebraska Water Sustainability Fund	Department of Natural Resources	Funding program for water sustainability programs, projects, or activities initiated within the state.
Community for Housing (C4H)	NIFA	A funding and cohort program to fund resilient housing projects.
NIFA Urban Workforce Housing Match Program (NUW-HOM)	NIFA	This funding program requires a non-profit partnership and supports workforce housing development.
Source Water Protection Program	NDWEE	This program provides funding for water-quality, restoration, conservation, contamination, drinking water, and education programs.
Nonpoint Source Water Quality Grants (Section 319)	NDWEE	A grant program for water pollution, water quality, and water management planning.

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# APPENDICES

APPENDIX A | STORMWATER ASSESSMENT ASSUMPTIONS AND CALCULATIONS

APPENDIX B | GIS DATA GAP ANALYSIS

APPENDIX C | COMMUNITY SURVEY RESULTS

# APPENDIX A | STORMWATER ASSESSMENT ASSUMPTIONS AND CALCULATIONS

## STORMWATER ASSESSMENT METHODS

The USGS (United States Geological Survey) organizes watersheds by Hydrologic Unit Codes (HUCs). The smallest watersheds mapped in the HUC system are identified by a 12 digit code (HUC-12s). This assessment required even smaller subwatersheds to be mapped that drain to a specific street, storm sewer or culvert. Within this study, assessment areas were divided into three groups, based on the HUC-12 that they fall within. Group 1 includes one neighborhood (1.1) within the Big Elk Creek-Papillion Creek HUC-12, group 2 includes three neighborhoods (2.1, 2.2, 2.3) within the Walnut Creek-Papillion Creek HUC-12, and group 3 includes four neighborhoods (3.1, 3.2, 3.3, 3.4) within the Mud Creek-Papillion Creek HUC-12.

## STORMWATER INFRASTRUCTURE DATA

The stormwater assessment included an analysis of existing stormwater infrastructure, including storm sewer pipes, referred to as “gravity mains” in the Sarpy County GIS database, and culverts. Key infrastructure that serves as outlets and are likely to control the effectiveness of the stormwater network for the watersheds were included in the assessment and those that were estimated to be under capacity are pointed out in the individual neighborhood analysis maps.

The stormwater network dataset within the Sarpy County GIS database includes valuable information for evaluating stormwater system capacities. There are, however, numerous essential values missing within the dataset which make it difficult to make accurate estimates of stormwater network capacity. Out of a total of around 13,200 storm sewer pipe and culvert entries (roughly 1.38 million feet in length total), around 35% are missing pipe diameter information. Of the entries listed with pipes or culverts greater than 24-inches in diameter, around 45%, or 1,650 pipes and culverts, are missing data to calculate pipe slope. Eventually, missing data should be collected for all storm sewer pipes and culverts. However, it is recommended to prioritize data collection for these larger pipes and culverts when updating the GIS stormwater database (Appendix B). Pipe and culvert slope, or upstream and downstream elevations, are major data points needed to assess the capacity of the stormwater system.

For this study, assumptions had to be made for the missing pipe and culvert slope data in the neighborhoods of interest. LIDAR ground elevations at points where the pipe flowline is at ground elevation (intake and outlet points) was used to estimate pipe slope. In a few cases, assumptions of appropriate pipe depth had to be made to calculate pipe capacity. Because these assumptions were used in many cases, the actual capacity of the pipe or culvert may be much different than this assessment estimated, depending on the actual pipe conditions measured in the field. Assumptions made in the assessment are reported in Table A1.

Pipe capacity was calculated using Manning’s equation for pipe flow and AutoCAD Civil 3D Hydraflow Express was used to calculate culvert capacity. Further studies or assessments will likely need to consider site conditions, including tailwater conditions, or water elevation at culvert inlets and outlets, to update capacity calculations.

These calculations are meant to provide an initial “screening-level” assessment of capacity to identify potential capacity issues that may be contributing to localized flash flooding. Once more accurate pipe elevation is available, more detailed studies could be completed to better evaluate system capacities and find alternatives for system improvements.

# APPENDIX A | STORMWATER ASSESSMENT ASSUMPTIONS AND CALCULATIONS

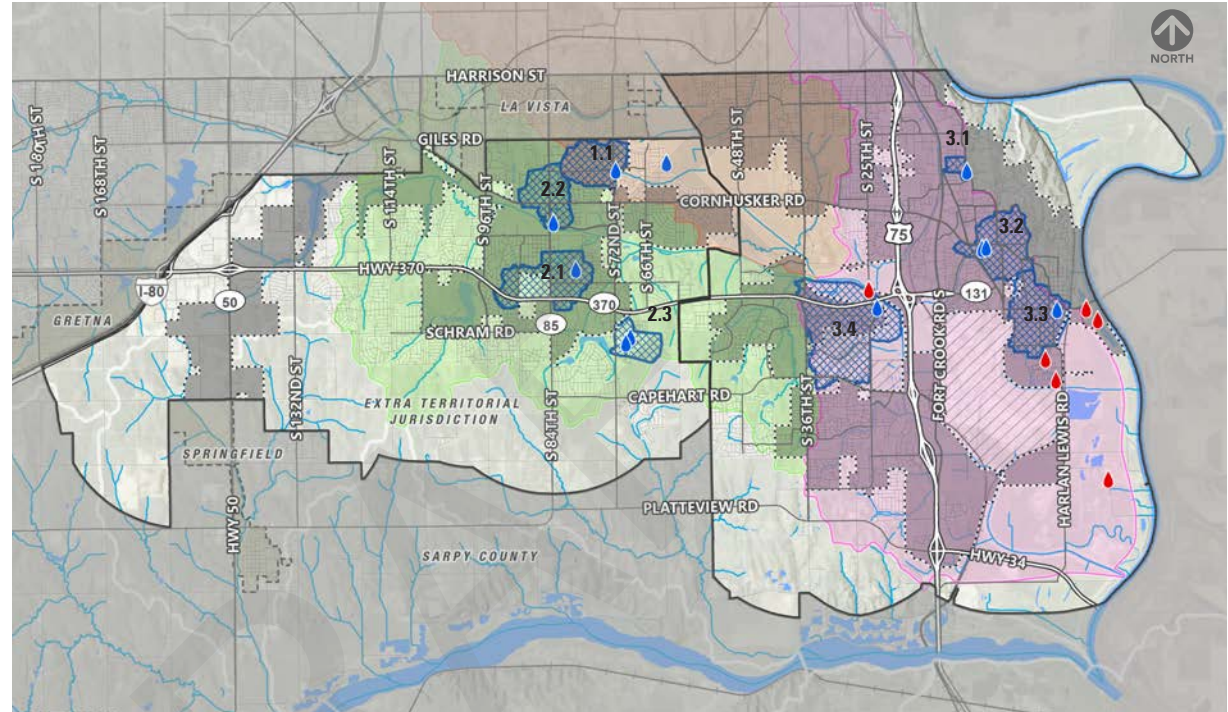
## HYDROLOGIC MODELING

Hydrologic modeling included the Rational Method to calculate peak runoff flow rate for watersheds smaller than about 125 acres. The NRCS Technical Release 55 (TR-55) was used to calculate peak runoff flow rate for larger watersheds. The study utilized the 5-year and 100-year peak runoff rates.

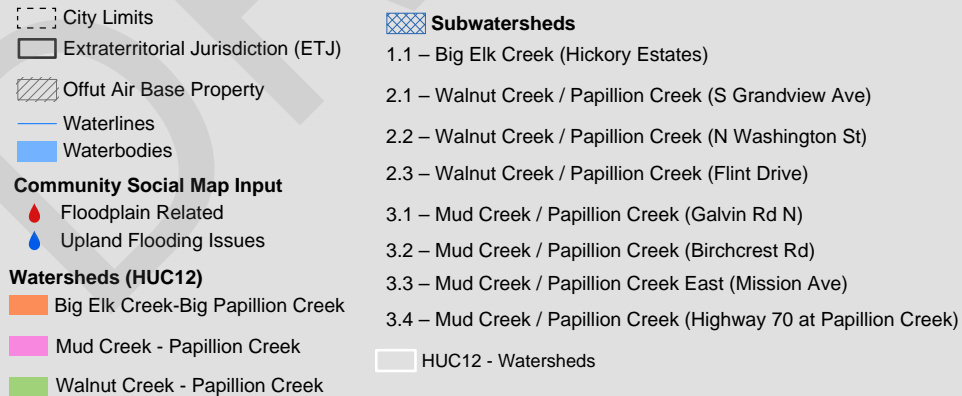
Assumptions made regarding watershed hydrology and regarding pipe and culvert flow calculations are provided in Tables A2 and A3. An additional important assumption is that no stormwater detention effects were considered in the analysis.

This study identified several areas where storm sewer infrastructure may not have the capacity to convey the 5-year or 100-year design storms. However, as noted previously, these areas would need to be studied in greater detail when more complete information is available.

MAP: A1: RESIDENT IDENTIFIED FLOODING ISSUES & ASSOCIATED WATERSHEDS



Source: RDG Planning & Design; Sarpy County GIS, 2025



# APPENDIX A | STORMWATER ASSESSMENT ASSUMPTIONS AND CALCULATIONS

**Table A1. Subwatershed information, including outlet ID# and assumptions made regarding pipe conditions.**

Neighborhood#	Subwatershed#	Outlet_ID#	Assumptions
1.1	100	UNKNOWN CULVERT	NO CULVERT INFO; SLOPE (LIDAR)
1.1	101	UNKNOWN CULVERT	NO CULVERT INFO; SLOPE (LIDAR)
1.1	102	CULVERT #2441	SLOPE (LIDAR)
1.1	103	MAIN #36603	GOUND SLOPE
2.1	100	MAINS #37575 & #37577	SLOPE (LIDAR AT OUTFALL)
2.1	101	MAIN #37551	GOUND SLOPE
2.1	102	MAIN #37485	GOUND SLOPE
2.1	200	MAINS #37651 & #37653	SLOPE (LIDAR AT OUTFALL)
2.2	100	MAIN #36933	SLOPE (LIDAR AT OUTFALL)
2.2	200	MAIN #36865	SLOPE (LIDAR AT OUTFALL)
2.2	300	MAIN #36877	SLOPE (LIDAR AT OUTFALL)
2.2	400	MAIN #36799	SLOPE (LIDAR AT OUTFALL); MISSING AND POTENTIALLY ERRONEOUS INFORMATION
2.2	500	MAIN #36757	SLOPE (LIDAR AT OUTFALL)
2.2	600	MAIN #36747	SLOPE (LIDAR AT OUTFALL)
2.2	700	MAIN #36735	SLOPE (LIDAR AT OUTFALL)
2.2	800	MAIN #36703	SLOPE (LIDAR AT OUTFALL)
2.3	100	CULVERT #1369	SLOPE (LIDAR); RECENTLY DEVELOPED AREA WITHOUT UPDATED STORMWATER INFO
2.3	200	CULVERT #1368	SLOPE (LIDAR); RECENTLY DEVELOPED AREA WITHOUT UPDATED STORMWATER INFO

Source: RDG Planning & Design;

# APPENDIX A | STORMWATER ASSESSMENT ASSUMPTIONS AND CALCULATIONS

**Table A1. Subwatershed information, including outlet ID# and assumptions made regarding pipe conditions, continued**

Neighborhood#	Subwatershed#	Outlet_ID#	Assumptions
3.1	100	MAIN #34403	DOWN SLOPE (INLET INV 1034.8, RIM 1038)
3.1	101	MAIN #34120	
3.1	102	NONE CURRENTLY	ESTIMATE PIPE SIZE NEEDED (USED DOWN MH-70 INV)
3.1	103	MAIN #34229	STUB PIPE SHOWN ON GIS
3.1	200	NONE CURRENTLY	ESTIMATE PIPE SIZE NEEDED (USED DOWN INLET #12039 INV)
3.2	100	CULVERT #138	SLOPE (LIDAR)
3.2	101	CULVERT #138	SLOPE (LIDAR)
3.2	102	UNKNOWN MAIN	ESTIMATE INFO
3.2	103	CULVERT #2407	SLOPE (LIDAR)
3.3	100	CULVERT #1981	SLOPE(LIDAR)
3.3	200	MAIN #3012	
3.3	300	MAIN #3329	
3.3	400	CULVERT #1993	SLOPE(LIDAR)
3.3	401	CULVERT #1993	SLOPE(LIDAR)
3.3	402	MAIN #2982	SLOPE(LIDAR)
3.3	403	CULVERT #1988	SLOPE(LIDAR)
3.3	500	CULVERT #1967	SLOPE(LIDAR)
3.3	600	PIPE #2690	SLOPE(LIDAR)

Source: RDG Planning & Design;

# APPENDIX A | STORMWATER ASSESSMENT ASSUMPTIONS AND CALCULATIONS

**Table A1. Subwatershed information, including outlet ID# and assumptions made regarding pipe conditions, continued.**

Neighborhood#	Subwatershed#	Outlet_ID#	Assumptions
3.4	100	DISCHARGE POINT #3388	SLOPE(LIDAR)
3.4	200	CULVERT #105	SLOPE(LIDAR)
3.4	201	UNKNOWN MAIN	NO PIPE INFO; SLOPE (LIDAR+NEIGHBORING PIPES)
3.4	202	CULVERT #104	SLOPE(LIDAR)
3.4	203	CULVERT #104	SLOPE(LIDAR)
3.4	300	DETENTION POND	
3.4	400	DISCHARGE POINT #263	NO PIPE INFO; SLOPE (LIDAR)
3.4	500	DISCHARGE POINT #312	NO PIPE INFO
3.4	501	CULVERT #56	SLOPE (LIDAR) AND SIZE
3.4	502	CULVERT #67	SLOPE (LIDAR) AND SIZE
3.4	600	DISCHARGE POINT #311	SLOPE (LIDAR) AND SIZE
3.4	601	DISCHARGE POINT #311	SLOPE (LIDAR) AND SIZE
3.4	602	CULVERT #78	SLOPE (LIDAR) AND SIZE
3.4	700	MAIN #30525	SLOPE (LIDAR@OUTFALL)

Source: RDG Planning & Design;

# APPENDIX A | STORMWATER ASSESSMENT ASSUMPTIONS AND CALCULATIONS

**Table A2. Hydrology assumptions made for each subwatershed.**

#	Subwatershed#	Area_acres	Impervious_%*	C5	CN	Tc (min)	5-YR Rainfall in/hr	100-YR Rainfall in/hr
1.1	100	380	35%	0.63	86	24	3.3	6.0
1.1	101	314	35%	0.63	86	24	3.3	6.0
1.1	102	241	35%	0.63	86	20	3.6	6.6
1.1	103	38	35%	0.63	86	17	3.8	7.0
2.1	100	448	50%	0.70	89	38	2.6	4.8
2.1	101	41	35%	0.63	86	14	4.2	7.6
2.1	102	15	35%	0.63	86	10	4.9	8.9
2.1	200	157	50%	0.70	89	16	3.9	7.1
2.2	100	101	50%	0.63	86	22	3.5	6.3
2.2	200	3	85%	0.63	86	6	6.3	11.5
2.2	300	17	70%	0.63	86	10	4.9	8.9
2.2	400	9	85%	0.63	86	11	4.7	8.6
2.2	500	5	85%	0.63	86	6	6.3	11.5
2.2	600	5	70%	0.63	86	11	4.7	8.6
2.2	700	15	50%	0.63	86	14	4.2	7.6
2.2	800	212	50%	0.63	86	27	3.1	5.7
2.3	100	48	65%	0.63	86	13	4.3	7.9
2.3	200	171	65%	0.63	86	26	3.2	5.8

Source: RDG Planning & Design;

# APPENDIX A | STORMWATER ASSESSMENT ASSUMPTIONS AND CALCULATIONS

Table A2. Hydrology assumptions made for each subwatershed, continued.

#	Subwatershed#	Area_acres	Impervious_%*	C5	CN	Tc (min)	5-YR Rainfall in/hr	100-YR Rainfall in/hr
3.1	100	45	35%	0.63	86	17	3.8	7.0
3.1	101	25	35%	0.63	86	12	4.5	8.2
3.1	102	9	35%	0.63	86	12	4.5	8.2
3.1	103	14	35%	0.63	86	12	4.5	8.2
3.1	200	15	35%	0.63	86	11	4.7	8.6
3.2	100	524	50%	0.63	86	28	3.0	5.5
3.2	101	446	50%	0.63	86	25	3.3	5.9
3.2	102	26	50%	0.63	86	15	4.0	7.2
3.2	103	410	50%	0.63	86	22	3.5	6.3
3.3	100	29	50%	0.63	86	35	2.7	5.0
3.3	200	9	50%	0.63	86	18	3.8	6.8
3.3	300	3	50%	0.63	86	19	3.7	6.7
3.3	400	463	50%	0.63	86	31	2.9	5.2
3.3	401	442	50%	0.63	86	31	2.9	5.2
3.3	402	380	50%	0.63	86	29	3.0	5.4
3.3	403	426	50%	0.63	86	29	3.0	5.4
3.3	500	40	50%	0.63	86	10	4.9	8.9
3.3	600	6	50%	0.63	86	11	4.7	8.6

Source: RDG Planning & Design;

# APPENDIX A | STORMWATER ASSESSMENT ASSUMPTIONS AND CALCULATIONS

Table A2. Hydrology assumptions made for each subwatershed, continued.

#	Subwatershed#	Area_acres	Impervious_%*	C5	CN	Tc (min)	5-YR Rainfall in/hr	100-YR Rainfall in/hr
3.4	100	156	35%	0.63	86	35	2.7	5.0
3.4	200	456	35%	0.63	86	34	2.8	5.0
3.4	201	110	35%	0.63	86	15	4.0	7.2
3.4	202	346	35%	0.63	86	34	2.8	5.0
3.4	203	233	35%	0.63	86	29	3.0	5.4
3.4	300	43	50%	0.63	86	17	3.8	7.0
3.4	400	12	35%	0.63	86	13	4.3	7.9
3.4	500	124	35%	0.63	86	23	3.4	6.2
3.4	501	42	50%	0.63	86	12	4.5	8.2
3.4	502	23	50%	0.63	86	12	4.5	8.2
3.4	600	339	35%	0.63	86	36	2.7	4.9
3.4	601	154	35%	0.63	86	25	3.3	5.9
3.4	602	185	45%	0.63	86	20	3.6	6.6
3.4	700	28	85%	0.63	86	13	4.3	7.9

\* Assumed based on land uses

Rainfall intensities based on NOAA Atlas 14 rainfall data for system Time of Concentration.

Source: RDG Planning & Design;

# APPENDIX A | STORMWATER ASSESSMENT ASSUMPTIONS AND CALCULATIONS

**Table A3. Pipe and culvert flow assumptions made for each subwatershed.**

#	Subwatershed#	Pipe Diameter/ Width (in)	Flow Area (sf)	Hydraulic Radius (ft)	Manning's Roughness (n)	Slope (%)	Downstream Invert (ft)*	Culvert Length (ft)*	Road Crest Elevation (ft)*	Road Crest Width (ft)*
1.1	100	72	28.3	1.5	0.013	2.5	1050.0	200	1066.0	80
1.1	101	72	28.3	1.5	0.013	2.5	1050.0	200	1066.0	80
1.1	102	72	28.3	1.5	0.013	3.2	1062.0	63	1068.5	60
1.1	103	48	12.6	1.0	0.013	2.4				
2.1	100	2-60	19.6	1.3	0.013	2.7				
2.1	101	42	9.6	0.9	0.013	0.2				
2.1	102	30	4.9	0.6	0.013	1.4				
2.1	200	2-72	28.3	1.5	0.013	2.8				
2.2	100	48	12.6	1.0	0.013	8.8				
2.2	200	24	3.1	0.5	0.013	12.5				
2.2	300	30	4.9	0.6	0.013	6.1				
2.2	400	30	4.9	0.6	0.013	5.9				
2.2	500	48	12.6	1.0	0.013	4.6				
2.2	600	24	3.1	0.5	0.013	11.2				
2.2	700	36	7.1	0.8	0.013	5.0				
2.2	800	96	50.3	2.0	0.013	2.1				
2.3	100	60	19.6	1.3	0.013	2.6	1067.0	115	1074.5	60
2.3	200	72	26.7	1.5	0.013	4.6	1058.0	110	1066.0	70

Source: RDG Planning & Design;

# APPENDIX A | STORMWATER ASSESSMENT ASSUMPTIONS AND CALCULATIONS

Table A3. Pipe and culvert flow assumptions made for each subwatershed, continued

#	Subwatershed#	Pipe Diameter/ Width (in)	Flow Area (sf)	Hydraulic Radius (ft)	Manning's Roughness (n)	Slope (%)	Downstream Invert (ft)*	Culvert Length (ft)*	Road Crest Elevation (ft)*	Road Crest Width (ft)*
3.1	100	42	9.6	0.9	0.013	9.5				
3.1	101	30	4.9	0.6	0.013	3.1				
3.1	102	24	3.1	0.5	0.013	2.5				
3.1	103	24	3.1	0.5	0.013	2.5				
3.1	200	30	4.9	0.6	0.013	2.5				
3.2	100	84	8.7	0.8	0.013	1.3	1030.0	1210	1054.0	40
3.2	101	84	8.7	0.8	0.013	1.3	1030.0	1210	1054.0	40
3.2	102	30	4.9	0.6	0.013	2.5				
3.2	103	84	26.7	1.5	0.013	1.1	1048.0	95	1057.0	70
3.3	100	24	3.1	0.5	0.013	0.5	962.2	67	968.5	30
3.3	200	24	3.1	0.5	0.013	0.7				
3.3	300	24	3.1	0.5	0.013	1.9				
3.3	400	72	28.3	1.5	0.013	1.9	980.3	57	989.0	35
3.3	401	72	28.3	1.5	0.013	1.9	980.3	57	989.0	35
3.3	402	72	28.3	1.5	0.013	1.5				
3.3	403	84	38.5	1.8	0.013	11.5	988.0	56	998.0	25
3.3	500	24	3.1	0.5	0.013	8.3	966.0	60	972.0	30
3.3	600	18	1.8	0.4	0.013	0.7				

Source: RDG Planning & Design;

# APPENDIX A | STORMWATER ASSESSMENT ASSUMPTIONS AND CALCULATIONS

Table A3. Pipe and culvert flow assumptions made for each subwatershed, continued

#	Subwatershed#	Pipe Diameter/ Width (in)	Flow Area (sf)	Hydraulic Radius (ft)	Manning's Roughness (n)	Slope (%)	Downstream Invert (ft)*	Culvert Length (ft)*	Road Crest Elevation (ft)*	Road Crest Width (ft)*
3.4	100	40	8.7	0.8	0.013	2.3				
3.4	200	72	28.3	1.5	0.013	7.6	989.0	118	1008.0	35
3.4	201	40	8.7	0.8	0.013					
3.4	202	48	12.6	1.0	0.013	1.3	998.0	1530	1026.0	45
3.4	203	48	12.6	1.0	0.013	1.3	998.0	1530	1026.0	45
3.4	300	DETENTION POND			0.013					
3.4	400	42	9.6	0.9	0.013	5.9				
3.4	500	40	8.7	0.8	0.013	2.8				
3.4	501	24	3.1	0.5	0.013	2.5	992.0	158	1000.0	100
3.4	502	24	3.1	0.5	0.013	3.6	989.0	166	1000.0	100
3.4	600	60	19.6	1.3	0.013	3.7				
3.4	601	60	19.6	1.3	0.013	3.7				
3.4	602	48	12.6	1.0	0.013	1.7	992.0	182	1007.0	110
3.4	700	42	9.6	0.9	0.013	13.4				

\*Used for culvert calculations.

Source: RDG Planning & Design;

# APPENDIX A | STORMWATER ASSESSMENT ASSUMPTIONS AND CALCULATIONS

**Table A4. Peak design flow rate and outlet capacity for each subwatershed with the capacity flagged as “UNDER” for both 5-year and 100-year peak design flow rates.**

Neighborhood #	Subwatershed#	Peak Design Flow Rate		Outlet Capacity	UNDER CAPACITY?	UNDER CAPACITY?
		5-YR (cfs)	100-YR (cfs)	(cfs)	5YR	100YR
1.1	100	901	2148	484	UNDER	UNDER
1.1	101	745	1775	554	UNDER	UNDER
1.1	102	651	1545	250	UNDER	UNDER
1.1	103	92	167	225		
2.1	100	893	2016	859	UNDER	UNDER
2.1	101	107	194	45	UNDER	UNDER
2.1	102	47	85	49		UNDER
2.1	200	519	1159	1411		
2.2	100	245	445	427		UNDER
2.2	200	19	35	80		
2.2	300	65	118	101		UNDER
2.2	400	37	67	100		
2.2	500	29	53	307		
2.2	600	20	37	76		
2.2	700	42	77	150		
2.2	800	537	1209	1313		
2.3	100	161	293	290		UNDER
2.3	200	473	1009	294	UNDER	UNDER

Source: RDG Planning & Design;

# APPENDIX A | STORMWATER ASSESSMENT ASSUMPTIONS AND CALCULATIONS

Table A4. Peak design flow rate and outlet capacity for each subwatershed with the capacity flagged as “UNDER” for both 5-year and 100-year peak design flow rates, contiued.

Neighborhood #	Subwatershed#	Peak Design Flow Rate		Outlet Capacity	UNDER CAPACITY?	UNDER CAPACITY?
		5-YR (cfs)	100-YR (cfs)	(cfs)	5YR	100YR
3.1	100	107	195	311		
3.1	101	71	128	72		UNDER
3.1	102	25	46	36		UNDER
3.1	103	40	72	36	UNDER	UNDER
3.1	200	44	80	65		UNDER
3.2	100	1270	2859	480	UNDER	UNDER
3.2	101	1171	2633	480	UNDER	UNDER
3.2	102	71	130	65	UNDER	UNDER
3.2	103	1116	2508	430	UNDER	UNDER
3.3	100	56	102	45	UNDER	UNDER
3.3	200	23	41	19	UNDER	UNDER
3.3	300	8	15	31		
3.3	400	1051	2370	325	UNDER	UNDER
3.3	401	1004	2263	325	UNDER	UNDER
3.3	402	891	2008	511	UNDER	UNDER
3.3	403	999	2251	803	UNDER	UNDER
3.3	500	138	250	27	UNDER	UNDER
3.3	600	19	34	9	UNDER	UNDER

Source: RDG Planning & Design;

# APPENDIX A | STORMWATER ASSESSMENT ASSUMPTIONS AND CALCULATIONS

Table A4. Peak design flow rate and outlet capacity for each subwatershed with the capacity flagged as “UNDER” for both 5-year and 100-year peak design flow rates, continued.

Neighborhood #	Subwatershed#	Peak Design Flow Rate		Outlet Capacity (cfs)	UNDER CAPACITY?	
		5-YR (cfs)	100-YR (cfs)		5YR	100YR
3.4	100	290	715	133	UNDER	UNDER
3.4	200	872	2089	449	UNDER	UNDER
3.4	201	274	498	0	UNDER	UNDER
3.4	202	661	1583	294	UNDER	UNDER
3.4	203	493	1178	294	UNDER	UNDER
3.4	300	114	207			
3.4	400	32	58	245		
3.4	500	264	480	148	UNDER	UNDER
3.4	501	132	240	75	UNDER	UNDER
3.4	502	73	133	120		UNDER
3.4	600	630	1510	500	UNDER	UNDER
3.4	601	366	873	500		UNDER
3.4	602	655	1318	490	UNDER	UNDER
3.4	700	106	192	369		

Source: RDG Planning & Design;

# APPENDIX B | GIS DATA GAP ANALYSIS

**Table B1. Sarpy County GIS database Gravity Main data filtered to include around 1,000 pipes with missing slope information and diameter larger than 24-inches (sorted by pipe size).**

FACILITY-ID	DIAMETER	SHAPE LENGTH	FACILITY-ID	DIAMETER	SHAPE LENGTH	FACILITY-ID	DIAMETER	SHAPE LENGTH	FACILITY-ID	DIAMETER	SHAPE LENGTH
1059	394	235	34535	42	92	878	30	56	1274	24	186
33671	100	34	34403	42	346	879	30	245	1280	24	87
34290	100	119	34174	42	43	899	30	30	1287	24	103
34460	100	33	24902.5	42	66	901	30	184	1291	24	26
102	72	633	35314	42	21	994	30	83	1293	24	270
2982	72	1744	36	40	134	1008	30	64	1296	24	101
2107	72	642	19876	40	158	1009	30	79	1300	24	131
192	66	113	19877	40	128	1030	30	182	1304	24	206
25	60	422	31	36	98	1036	30	150	1305	24	141
27	60	463	53	36	88	1048	30	165	1309	24	315
30	60	382	75	36	111	1056	30	41	1311	24	380
99	60	92	76	36	129	1073	30	528	1320	24	71
100	60	373	77	36	96	1146	30	206	1326	24	89
101	60	360	81	36	260	1148	30	171	1358	24	115
284	60	67	83	36	344	1160	30	50	1364	24	52
287	60	64	109	36	66	1162	30	25	1375	24	130
388	60	284	186	36	42	1163	30	171	1376	24	28

Source: RDG Planning & Design;

# APPENDIX B | GIS DATA GAP ANALYSIS

**Table B1. Sarpy County GIS database Gravity Main data filtered to include around 1,000 pipes with missing slope information and diameter larger than 24-inches (sorted by pipe size), continued.**

FACILITY-ID	DIAMETER	SHAPE LENGTH	FACILITY-ID	DIAMETER	SHAPE LENGTH	FACILITY-ID	DIAMETER	SHAPE LENGTH	FACILITY-ID	DIAMETER	SHAPE LENGTH
444	60	58	187	36	176	1190	30	199	1377	24	598
473	60	176	209	36	667	1225	30	171	1378	24	179
789	60	151	210	36	8	1250	30	269	1385	24	75
1395	60	712	228	36	57	1261	30	53	1390	24	178
23549	60	18	282	36	66	1262	30	181	1392	24	202
23550	60	53	324	36	150	1275	30	86	1400	24	30
24438	60	18	326	36	20	1281	30	226	1402	24	133
24439	60	53	327	36	534	1282	30	61	1404	24	138
24824	60	60	355	36	13	1294	30	264	1410	24	26
24825	60	348	356	36	28	1321	30	62	1411	24	41
3035	60	299	357	36	22	1372	30	170	1412	24	49
34423	60	252	365	36	206	1413	30	19	1418	24	165
34313	60	504	366	36	31	1414	30	46	1421	24	14
34492	60	605	405	36	161	1473	30	93	1422	24	114
23973	60	158	406	36	34	1484	30	376	1437	24	36
23975	60	68	411	36	138	1485	30	121	1438	24	101
163	54	41	436	36	80	1490	30	249	1439	24	22

Source: RDG Planning & Design;

# APPENDIX B | GIS DATA GAP ANALYSIS

Table B1. Sarpy County GIS database Gravity Main data filtered to include around 1,000 pipes with missing slope information and diameter larger than 24-inches (sorted by pipe size), continued.

FACILITY-ID	DIAMETER	SHAPE LENGTH	FACILITY-ID	DIAMETER	SHAPE LENGTH	FACILITY-ID	DIAMETER	SHAPE LENGTH	FACILITY-ID	DIAMETER	SHAPE LENGTH
165	54	83	464	36	148	1493	30	180	1454	24	75
241	54	116	501	36	238	1542	30	156	1456	24	388
283	54	66	646	36	128	1544	30	172	1464	24	169
684	54	27	648	36	120	1547	30	210	1466	24	162
685	54	281	650	36	33	1630	30	138	1478	24	146
769	54	46	792	36	295	1631	30	199	1495	24	139
770	54	91	809	36	252	1638	30	242	1514	24	116
1013	54	111	987	36	117	18281	30	14	1515	24	34
1039	54	368	995	36	37	18287	30	286	1518	24	98
1040	54	175	1019	36	200	19786	30	32	1534	24	25
1185	54	275	1023	36	216	19787	30	169	1537	24	121
1467	54	74	1024	36	162	19788	30	96	17696	24	16
19886	54	278	1028	36	213	19789	30	145	18231	24	18
19887	54	281	1035	36	179	19790	30	96	18277	24	132
19888	54	198	1058	36	72	19791	30	86	18323	24	174
19889	54	279	1147	36	212	19792	30	320	18335	24	18
19890	54	355	1164	36	394	19793	30	32	19703	24	86

Source: RDG Planning & Design;

# APPENDIX B | GIS DATA GAP ANALYSIS

**Table B1. Sarpy County GIS database Gravity Main data filtered to include around 1,000 pipes with missing slope information and diameter larger than 24-inches (sorted by pipe size), continued.**

FACILITY-ID	DIAMETER	SHAPE LENGTH	FACILITY-ID	DIAMETER	SHAPE LENGTH	FACILITY-ID	DIAMETER	SHAPE LENGTH	FACILITY-ID	DIAMETER	SHAPE LENGTH
19891	54	145	1181	36	124	19794	30	188	19704	24	178
19892	54	229	1191	36	203	19795	30	203	19705	24	140
19893	54	176	1192	36	197	19796	30	266	19706	24	266
23386	54	69	1210	36	177	19797	30	176	19707	24	254
23389	54	311	1211	36	95	19798	30	301	19708	24	62
23500	54	335	1214	36	40	19799	30	345	19709	24	50
24184	54	120	1215	36	149	19800	30	276	19710	24	74
24185	54	122	1226	36	232	19801	30	33	19711	24	73
24346	54	335	1242	36	128	19802	30	167	19712	24	44
2288	54	297	1295	36	211	19803	30	69	19713	24	369
3178	54	261	1322	36	165	19804	30	55	19714	24	191
34400	54	40	1324	36	146	19805	30	414	19715	24	59
35	50	157	1335	36	123	19806	30	119	19716	24	151
126	48	114	1397	36	21	19807	30	249	19717	24	338
189	48	318	1406	36	184	19808	30	145	19718	24	353
198	48	160	1415	36	77	19809	30	35	19719	24	237
199	48	85	1425	36	105	19810	30	73	19720	24	216

Source: RDG Planning & Design;

# APPENDIX B | GIS DATA GAP ANALYSIS

Table B1. Sarpy County GIS database Gravity Main data filtered to include around 1,000 pipes with missing slope information and diameter larger than 24-inches (sorted by pipe size), continued.

FACILITY-ID	DIAMETER	SHAPE LENGTH	FACILITY-ID	DIAMETER	SHAPE LENGTH	FACILITY-ID	DIAMETER	SHAPE LENGTH	FACILITY-ID	DIAMETER	SHAPE LENGTH
211	48	297	1429	36	209	19811	30	54	19721.5	24	94
286	48	66	1440	36	35	19812	30	212	19722	24	46
345	48	580	1441	36	200	19813	30	160	19723	24	260
359	48	62	1468	36	189	19814	30	137	19724	24	515
445	48	214	1469	36	105	19815	30	483	19725	24	208
471	48	629	1470	36	22	19816	30	199	19726	24	98
472	48	94	1471	36	29	23324	30	8	19727	24	66
680	48	166	1472	36	105	24373	30	25	19728	24	171
682	48	194	1483	36	50	3025	30	185	19729	24	59
708	48	390	1488	36	265	2093	30	23	19730	24	264
805	48	89	19821	36	285	2984	30	62	19731	24	181
806	48	48	19822	36	114	2896	30	100	19732	24	60
910	48	351	19823	36	420	2094	30	225	19733	24	547
957	48	297	19824	36	137	2070	30	173	19734	24	624
965	48	33	19825	36	253	2281	30	257	19735	24	61
966	48	82	19826	36	70	2768	30	75	19736	24	108
967	48	270	19827	36	72	2208	30	63	19737	24	128

Source: RDG Planning & Design;

# APPENDIX B | GIS DATA GAP ANALYSIS

**Table B1. Sarpy County GIS database Gravity Main data filtered to include around 1,000 pipes with missing slope information and diameter larger than 24-inches (sorted by pipe size), continued.**

FACILITY-ID	DIAMETER	SHAPE LENGTH	FACILITY-ID	DIAMETER	SHAPE LENGTH	FACILITY-ID	DIAMETER	SHAPE LENGTH	FACILITY-ID	DIAMETER	SHAPE LENGTH
968	48	95	19828	36	633	2069	30	143	19738	24	66
999	48	93	19829	36	73	3594	30	139	19739	24	265
1012	48	93	19830	36	286	3103	30	42	19740	24	222
1041	48	229	19832	36	231	3097	30	160	19741	24	140
1184	48	302	19833	36	202	3191	30	97	19742	24	27
1346	48	185	19834	36	298	3321	30	175	19743	24	155
1348	48	100	19835	36	109	3412	30	265	19744	24	47
1349	48	159	19836	36	228	3095	30	87	19745	24	279
1367	48	118	19837	36	190	3187	30	173	19746	24	163
1370	48	101	19838	36	270	31801	30	42	19747	24	110
1450	48	362	19839	36	45	31799	30	159	19748	24	252
1523	48	401	19840	36	183	33526	30	68	19749	24	294
1525	48	24	19841	36	84	33200	30	95	19750	24	178
1530	48	304	19842	36	125	33360	30	25	19751	24	117
1532	48	456	19843	36	622	33527	30	188	19752	24	345
1533	48	186	19844	36	660	32994	30	69	19753	24	260
1632	48	127	19845	36	75	33647	30	164	19754	24	73

Source: RDG Planning & Design;

# APPENDIX B | GIS DATA GAP ANALYSIS

Table B1. Sarpy County GIS database Gravity Main data filtered to include around 1,000 pipes with missing slope information and diameter larger than 24-inches (sorted by pipe size), continued.

FACILITY-ID	DIAMETER	SHAPE LENGTH	FACILITY-ID	DIAMETER	SHAPE LENGTH	FACILITY-ID	DIAMETER	SHAPE LENGTH	FACILITY-ID	DIAMETER	SHAPE LENGTH
1633	48	294	19846	36	32	33359	30	238	19755	24	25
1634	48	48	19847	36	5	33529	30	132	19756	24	159
1636	48	203	19848	36	712	32848	30	250	19757	24	187
1637	48	283	19849	36	324	34200	30	101	19758	24	43
19878	48	182	19850	36	199	34495	30	31	19759	24	214
19879	48	267	19851	36	233	34345	30	90	19760	24	77
19880	48	62	19852	36	112	34517	30	55	19761	24	91
19881	48	51	19853	36	178	34248	30	82	19762	24	86
19882	48	191	19854	36	208	34302	30	44	19763	24	102
19883	48	52	19855	36	49	34288	30	105	19764	24	28
19884	48	86	19856	36	80	34102	30	155	19765	24	37
19885	48	218	19857	36	123	34260	30	144	19766	24	96
23999	48	166	19858	36	204	34208	30	39	19767	24	382
24114	48	332	19859	36	211	34338	30	57	19768	24	42
24294	48	164	19860	36	161	34017	30	21	19769	24	58
2907	48	73	19861	36	58	34437	30	53	19770	24	52
2364	48	411	19862	36	92	34526	30	70	19771	24	119

Source: RDG Planning & Design;

# APPENDIX B | GIS DATA GAP ANALYSIS

**Table B1. Sarpy County GIS database Gravity Main data filtered to include around 1,000 pipes with missing slope information and diameter larger than 24-inches (sorted by pipe size), continued.**

FACILITY-ID	DIAMETER	SHAPE LENGTH	FACILITY-ID	DIAMETER	SHAPE LENGTH	FACILITY-ID	DIAMETER	SHAPE LENGTH	FACILITY-ID	DIAMETER	SHAPE LENGTH
2903	48	20	19863	36	199	34422	30	59	19772	24	253
2970	48	754	19864	36	352	34262	30	193	19773	24	205
2668	48	304	19865	36	109	34366	30	41	19774	24	94
2590	48	427	19866	36	487	34380	30	36	19775	24	86
2174	48	150	19867	36	132	23685	30	36	19776	24	39
2426	48	369	19868	36	125	23684	30	39	19777	24	157
2484	48	368	19869	36	320	23686	30	19	19778	24	68
3168	48	22	19870	36	197	23695	30	76	19779	24	686
3183	48	87	19871	36	42	19785	28	99	19780	24	38
33438	48	140	19872	36	181	998	27	62	19781	24	32
33591	48	228	19873	36	91	1045	27	198	19782	24	78
33590	48	203	19874	36	72	32938	27	27	19783	24	299
33536	48	472	19875	36	151	33593	27	42	23339	24	23
34429	48	47	23365	36	65	34443	27	63	23343	24	20
34368	48	20	23366	36	20	19784	26	140	23374	24	60
34440	48	147	23373	36	30	7	24	212	23385	24	61
23712	48	108	23652	36	293	10	24	282	23569	24	76
23713	48	108	24103	36	105	49	24	133	24458	24	76

Source: RDG Planning & Design;

# APPENDIX B | GIS DATA GAP ANALYSIS

Table B1. Sarpy County GIS database Gravity Main data filtered to include around 1,000 pipes with missing slope information and diameter larger than 24-inches (sorted by pipe size), continued.

FACILITY-ID	DIAMETER	SHAPE LENGTH	FACILITY-ID	DIAMETER	SHAPE LENGTH	FACILITY-ID	DIAMETER	SHAPE LENGTH	FACILITY-ID	DIAMETER	SHAPE LENGTH
23977	48	145	24392	36	196	55	24	30	24617	24	44
23978	48	185	24541	36	293	56	24	27	24686	24	139
34525	45	377	24888	36	58	57	24	35	24890	24	34
44	42	75	24889	36	242	58	24	168	24891	24	143
50	42	156	2901	36	240	68	24	288	2677	24	173
161	42	84	2878	36	71	72	24	260	2749	24	193
162	42	143	2898	36	156	144	24	287	2836	24	32
164	42	163	3062	36	43	146	24	163	2051	24	111
166	42	71	2151	36	43	200	24	435	2627	24	27
168	42	435	2152	36	20	201	24	119	2737	24	285
169	42	324	2586	36	74	205	24	182	2676	24	141
239	42	110	2156	36	98	216	24	93	2624	24	83
317	42	189	2085	36	221	225	24	40	2114	24	6
335	42	105	2932	36	103	236	24	451	2632	24	88
337	42	198	3215	36	29	240	24	180	2983	24	218
339	42	89	3517	36	360	249	24	59	2279	24	115
340	42	89	3076	36	184	250	24	126	2902	24	52
399	42	370	3107	36	26	251	24	180	2830	24	551

Source: RDG Planning & Design;

# APPENDIX B | GIS DATA GAP ANALYSIS

**Table B1. Sarpy County GIS database Gravity Main data filtered to include around 1,000 pipes with missing slope information and diameter larger than 24-inches (sorted by pipe size), continued.**

FACILITY-ID	DIAMETER	SHAPE LENGTH	FACILITY-ID	DIAMETER	SHAPE LENGTH	FACILITY-ID	DIAMETER	SHAPE LENGTH	FACILITY-ID	DIAMETER	SHAPE LENGTH
401	42	31	3216	36	52	315	24	217	2068	24	7
402	42	222	3179	36	51	320	24	197	2899	24	19
403	42	264	3169	36	58	332	24	68	2841	24	16
408	42	220	3130	36	134	334	24	302	2076	24	33
442	42	178	30125	36	353	380	24	41	3198	24	149
446	42	161	31811	36	166	391	24	30	3155	24	51
468	42	63	32997	36	448	392	24	32	3562	24	47
469	42	429	33588	36	66	410	24	109	3515	24	300
475	42	159	33572	36	129	438	24	13	3201	24	142
497	42	173	33710	36	313	448	24	31	3301	24	61
499	42	245	33708	36	41	456	24	32	3194	24	170
510	42	36	32968	36	193	457	24	34	3193	24	95
511	42	44	32955	36	49	477	24	400	3342	24	178
513	42	306	33528	36	76	492	24	45	3196	24	159
514	42	93	33437	36	302	506	24	163	3530	24	46
519	42	322	33516	36	54	507	24	148	3531	24	441
520	42	191	33566	36	222	512	24	166	3441	24	42
808	42	75	33439	36	163	517	24	24	3200	24	282

Source: RDG Planning & Design;

# APPENDIX B | GIS DATA GAP ANALYSIS

Table B1. Sarpy County GIS database Gravity Main data filtered to include around 1,000 pipes with missing slope information and diameter larger than 24-inches (sorted by pipe size), continued.

FACILITY-ID	DIAMETER	SHAPE LENGTH	FACILITY-ID	DIAMETER	SHAPE LENGTH	FACILITY-ID	DIAMETER	SHAPE LENGTH	FACILITY-ID	DIAMETER	SHAPE LENGTH
880	42	293	33586	36	30	523	24	209	3202	24	239
970	42	165	34137	36	92	524	24	24	3082	24	21
983	42	130	34483	36	8	564	24	30	3177	24	84
996	42	108	34489	36	30	565	24	94	3218	24	61
997	42	68	34283	36	119	569	24	148	3214	24	102
1011	42	58	34502	36	30	634	24	172	3158	24	267
1034	42	110	34217	36	79	653	24	316	3433	24	116
1042	42	247	34215	36	37	655	24	72	3182	24	55
1182	42	535	34415	36	20	701	24	230	3564	24	52
1193	42	200	34165	36	56	775	24	70	3199	24	149
1194	42	201	34325	36	283	794	24	62	31322	24	116
1297	42	26	34453	36	76	796	24	46	31321	24	34
1298	42	169	34511	36	26	800	24	187	31795	24	187
1327	42	185	34919	36	221	801	24	133	31796	24	127
1329	42	129	31811.5	36	76	866	24	52	33580	24	43
1331	42	286	19817	32	76	867	24	117	33357	24	213
1332	42	138	19818	32	134	873	24	39	33505	24	46

Source: RDG Planning & Design;

# APPENDIX B | GIS DATA GAP ANALYSIS

**Table B1. Sarpy County GIS database Gravity Main data filtered to include around 1,000 pipes with missing slope information and diameter larger than 24-inches (sorted by pipe size), continued.**

FACILITY-ID	DIAMETER	SHAPE LENGTH	FACILITY-ID	DIAMETER	SHAPE LENGTH	FACILITY-ID	DIAMETER	SHAPE LENGTH	FACILITY-ID	DIAMETER	SHAPE LENGTH
1337	42	246	19819	32	224	882	24	658	33364	24	354
1343	42	111	19820	32	54	905	24	155	32995	24	31
1365	42	167	1	30	59	907	24	148	33537	24	117
1393	42	316	3	30	50	912	24	146	33546	24	20
1394	42	103	4	30	114	945	24	60	33231	24	32
1444	42	113	6	30	200	984	24	25	33582	24	254
1446	42	181	32	30	38	1001	24	76	33545	24	255
1447	42	21	33	30	86	1005	24	76	33361	24	215
1448	42	73	34	30	288	1007	24	52	33646	24	111
1459	42	134	45	30	108	1014	24	54	32944	24	191
1521	42	74	47	30	26	1016	24	179	33467	24	252
1522	42	303	51	30	153	1017	24	165	33233	24	368
23605	42	570	52	30	130	1020	24	170	34153	24	18
23897	42	198	73	30	260	1021	24	191	34030	24	100
24494	42	570	74	30	346	1022	24	38	34274	24	47
24782	42	38	79	30	261	1025	24	314	34031	24	99
24887	42	146	104	30	179	1026	24	327	34187	24	20

Source: RDG Planning & Design;

# APPENDIX B | GIS DATA GAP ANALYSIS

Table B1. Sarpy County GIS database Gravity Main data filtered to include around 1,000 pipes with missing slope information and diameter larger than 24-inches (sorted by pipe size), continued.

FACILITY-ID	DIAMETER	SHAPE LENGTH	FACILITY-ID	DIAMETER	SHAPE LENGTH	FACILITY-ID	DIAMETER	SHAPE LENGTH	FACILITY-ID	DIAMETER	SHAPE LENGTH
24893	42	119	110	30	158	1027	24	35	34530	24	23
24898	42	151	112	30	101	1032	24	168	34250	24	45
24902	42	208	147	30	133	1033	24	135	34391	24	19
24905	42	58	148	30	86	1037	24	114	34282	24	32
2917	42	69	151	30	36	1038	24	218	34296	24	135
2317	42	164	152	30	61	1044	24	16	34175	24	13
2319	42	381	203	30	113	1047	24	26	34505	24	40
2415	42	392	204	30	10	1054	24	125	34533	24	79
2352	42	588	252	30	299	1055	24	76	34152	24	366
2619	42	50	321	30	321	1057	24	355	34082	24	41
2947	42	79	322	30	26	1144	24	27	34108	24	33
3518	42	40	323	30	126	1145	24	71	34226	24	58
3519	42	183	343	30	40	1168	24	35	34457	24	28
3204	42	161	348	30	147	1169	24	249	34229	24	54
3520	42	263	349	30	161	1188	24	34	34449	24	45
3203	42	47	350	30	104	1195	24	390	34220	24	251
30525	42	88	407	30	136	1201	24	94	34199	24	24

Source: RDG Planning & Design;

# APPENDIX B | GIS DATA GAP ANALYSIS

**Table B1. Sarpy County GIS database Gravity Main data filtered to include around 1,000 pipes with missing slope information and diameter larger than 24-inches (sorted by pipe size), continued.**

FACILITY-ID	DIAMETER	SHAPE LENGTH	FACILITY-ID	DIAMETER	SHAPE LENGTH	FACILITY-ID	DIAMETER	SHAPE LENGTH	FACILITY-ID	DIAMETER	SHAPE LENGTH
33408	42	153	434	30	38	1207	24	27	34520	24	186
33639	42	817	437	30	236	1227	24	15	34084	24	123
33638	42	812	443	30	32	1228	24	37	34299	24	69
33394	42	83	449	30	214	1230	24	24	34180	24	49
33322	42	336	451	30	20	1232	24	63	34033	24	160
33315	42	48	458	30	41	1240	24	26	34209	24	27
33421	42	40	461	30	235	1241	24	263	34508	24	61
32796	42	58	502	30	202	1247	24	28	34532	24	165
33515	42	651	515	30	268	1248	24	54	34450	24	40
34503	42	94	521	30	183	1251	24	42	34207	24	36
34339	42	266	649	30	92	1253	24	10	34218	24	65
33892	42	314	675	30	60	1254	24	49	34150	24	43
34261	42	550	795	30	27	1264	24	36	19721	24	93
34529	42	124	797	30	23	1265	24	27	35290	24	14
34493	42	118	798	30	21	1268	24	125	35289	24	15
34237	42	581	810	30	305	1273	24	238	23979	24	36

Source: RDG Planning & Design;

# APPENDIX B | GIS DATA GAP ANALYSIS

**Table B2. Sarpy County GIS database Culvert data filtered to include around 640 pipes with missing slope information and diameter larger than 24-inches (sorted by culvert size).**

FACILITY-ID	DIAMETER	SHAPE LENGTH	FACILITY-ID	DIAMETER	SHAPE LENGTH	FACILITY-ID	DIAMETER	SHAPE LENGTH	FACILITY-ID	DIAMETER	SHAPE LENGTH
1988	84	56	500	36	46	945	30	43	966	24	65
403	72	126	508	36	77	1008	30	37	976	24	73
427	72	86	516	36	75	1010	30	44	989	24	69
495	72	71	517	36	127	1012	30	114	998	24	67
499	72	72	518	36	107	1029	30	91	1002	24	78
557	72	39	541	36	55	1039	30	49	1003	24	49
560	72	47	542	36	30	1079	30	114	1007	24	51
561	72	79	549	36	81	1090	30	90	1009	24	51
584	72	66	570	36	84	1092	30	48	1014	24	84
585	72	63	571	36	72	1101	30	62	1023	24	76
586	72	59	577	36	115	1115	30	28	1035	24	58
606	72	223	580	36	46	1158	30	36	1038	24	44
615	72	64	583	36	52	1218	30	59	1040	24	101
616	72	67	589	36	18	1219	30	55	1044	24	60
628	72	96	590	36	31	1230	30	96	1051	24	83
630	72	151	596	36	47	1251	30	53	1054	24	82
709	72	51	603	36	104	1254	30	124	1060	24	49

Source: RDG Planning & Design;

# APPENDIX B | GIS DATA GAP ANALYSIS

Table B2. Sarpy County GIS database Culvert data filtered to include around 640 pipes with missing slope information and diameter larger than 24-inches (sorted by culvert size), continued.

FACILITY-ID	DIAMETER	SHAPE LENGTH	FACILITY-ID	DIAMETER	SHAPE LENGTH	FACILITY-ID	DIAMETER	SHAPE LENGTH	FACILITY-ID	DIAMETER	SHAPE LENGTH
739	72	52	612	36	26	1280	30	86	1061	24	35
751	72	85	617	36	51	1341	30	45	1062	24	170
933	72	88	618	36	85	1388	30	35	1063	24	143
1043	72	69	619	36	67	1390	30	52	1069	24	34
1052	72	265	622	36	53	1412	30	40	1080	24	58
1189	72	108	632	36	72	1413	30	36	1081	24	40
1480	72	154	640	36	98	1425	30	62	1086	24	46
1535	72	89	649	36	51	1483	30	95	1091	24	58
510	66	62	678	36	27	1485	30	56	1093	24	50
511	66	58	682	36	53	1510	30	50	1095	24	44
599	66	44	683	36	57	1519	30	24	1096	24	43
1366	66	73	712	36	42	1581	30	119	1098	24	76
1477	66	187	738	36	27	1605	30	53	1100	24	131
1478	66	185	747	36	56	1633	30	98	1108	24	118
1635	66	92	756	36	49	1657	30	55	1109	24	151
422	60	112	762	36	74	1688	30	59	1112	24	96
424	60	144	763	36	66	1689	30	32	1121	24	168

Source: RDG Planning & Design;

# APPENDIX B | GIS DATA GAP ANALYSIS

Table B2. Sarpy County GIS database Culvert data filtered to include around 640 pipes with missing slope information and diameter larger than 24-inches (sorted by culvert size), continued.

FACILITY-ID	DIAMETER	SHAPE LENGTH	FACILITY-ID	DIAMETER	SHAPE LENGTH	FACILITY-ID	DIAMETER	SHAPE LENGTH	FACILITY-ID	DIAMETER	SHAPE LENGTH
426	60	77	770	36	33	1691	30	49	1122	24	43
476	60	28	775	36	46	1710	30	84	1123	24	146
479	60	61	779	36	66	1714	30	42	1130	24	60
483	60	186	783	36	116	1718	30	51	1135	24	51
485	60	39	791	36	226	1743	30	110	1144	24	76
488	60	53	794	36	36	1744	30	114	1164	24	43
489	60	54	795	36	71	1760	30	37	1168	24	91
490	60	61	797	36	64	1763	30	31	1170	24	44
491	60	55	800	36	71	1775	30	23	1171	24	39
493	60	47	843	36	59	1799	30	35	1176	24	102
504	60	53	851	36	390	1803	30	147	1184	24	78
538	60	62	852	36	128	1822	30	56	1190	24	32
539	60	63	909	36	72	1853	30	75	1198	24	216
562	60	40	910	36	103	1859	30	35	1206	24	48
608	60	119	913	36	76	1872	30	70	1210	24	30
651	60	193	919	36	54	1898	30	51	1211	24	78
726	60	78	920	36	52	1913	30	54	1214	24	53

Source: RDG Planning & Design;

# APPENDIX B | GIS DATA GAP ANALYSIS

Table B2. Sarpy County GIS database Culvert data filtered to include around 640 pipes with missing slope information and diameter larger than 24-inches (sorted by culvert size), continued.

FACILITY-ID	DIAMETER	SHAPE LENGTH	FACILITY-ID	DIAMETER	SHAPE LENGTH	FACILITY-ID	DIAMETER	SHAPE LENGTH	FACILITY-ID	DIAMETER	SHAPE LENGTH
732	60	100	928	36	52	1960	30	29	1221	24	106
736	60	47	932	36	49	1961	30	28	1226	24	56
740	60	32	975	36	54	1964	30	82	1228	24	62
768	60	60	996	36	108	2397	30	126	1229	24	127
798	60	60	997	36	88	2399	30	55	1239	24	105
838	60	57	1013	36	69	464	24	40	1241	24	50
947	60	30	1015	36	85	467	24	33	1242	24	41
984	60	42	1019	36	114	472	24	30	1245	24	27
985	60	47	1047	36	105	487	24	39	1246	24	43
1028	60	131	1053	36	90	498	24	41	1247	24	68
1071	60	56	1057	36	51	503	24	56	1253	24	84
1286	60	47	1099	36	88	514	24	24	1261	24	310
1358	60	168	1116	36	100	520	24	56	1262	24	468
1359	60	114	1119	36	64	521	24	23	1263	24	76
1361	60	282	1120	36	61	522	24	21	1283	24	86
1405	60	99	1137	36	82	523	24	33	1285	24	83
1482	60	165	1138	36	45	525	24	67	1288	24	41

Source: RDG Planning & Design;

# APPENDIX B | GIS DATA GAP ANALYSIS

Table B2. Sarpy County GIS database Culvert data filtered to include around 640 pipes with missing slope information and diameter larger than 24-inches (sorted by culvert size), continued.

FACILITY-ID	DIAMETER	SHAPE LENGTH	FACILITY-ID	DIAMETER	SHAPE LENGTH	FACILITY-ID	DIAMETER	SHAPE LENGTH	FACILITY-ID	DIAMETER	SHAPE LENGTH
1663	60	137	1150	36	66	555	24	72	1290	24	61
1857	60	60	1154	36	52	556	24	52	1291	24	63
1865	60	46	1166	36	60	563	24	51	1314	24	122
1876	60	74	1180	36	86	565	24	28	1315	24	104
1949	60	408	1181	36	45	567	24	50	1317	24	60
1987	60	35	1182	36	33	569	24	40	1318	24	92
1977	60	51	1183	36	33	573	24	46	1319	24	108
2385	60	117	1204	36	77	576	24	73	1320	24	92
559	54	73	1227	36	53	587	24	38	1322	24	186
670	54	138	1281	36	48	592	24	63	1337	24	27
805	54	44	1282	36	95	594	24	45	1338	24	21
867	54	81	1289	36	31	609	24	59	1339	24	29
1070	54	41	1292	36	41	620	24	52	1340	24	34
1124	54	80	1293	36	41	629	24	55	1354	24	32
1195	54	39	1294	36	60	634	24	42	1355	24	35
1235	54	101	1300	36	39	635	24	55	1363	24	72
1236	54	96	1311	36	73	636	24	61	1370	24	31

Source: RDG Planning & Design;

# APPENDIX B | GIS DATA GAP ANALYSIS

Table B2. Sarpy County GIS database Culvert data filtered to include around 640 pipes with missing slope information and diameter larger than 24-inches (sorted by culvert size), continued.

FACILITY-ID	DIAMETER	SHAPE LENGTH	FACILITY-ID	DIAMETER	SHAPE LENGTH	FACILITY-ID	DIAMETER	SHAPE LENGTH	FACILITY-ID	DIAMETER	SHAPE LENGTH
1695	54	43	1312	36	41	641	24	93	1381	24	24
478	48	80	1316	36	87	642	24	72	1387	24	57
480	48	75	1373	36	74	643	24	51	1395	24	42
481	48	60	1394	36	44	650	24	95	1401	24	46
506	48	50	1424	36	48	663	24	33	1409	24	36
509	48	83	1461	36	41	672	24	91	1410	24	33
550	48	72	1487	36	41	680	24	25	1416	24	21
552	48	60	1508	36	55	681	24	18	1459	24	28
554	48	89	1511	36	126	690	24	27	1506	24	46
578	48	73	1512	36	62	691	24	43	1507	24	66
582	48	29	1513	36	27	692	24	64	1509	24	67
588	48	61	1514	36	26	694	24	49	1518	24	71
611	48	84	1520	36	81	695	24	74	1522	24	55
639	48	52	1521	36	89	698	24	61	1549	24	27
659	48	76	1579	36	95	711	24	27	1551	24	21
674	48	111	1580	36	233	715	24	59	1590	24	70
675	48	124	1582	36	162	718	24	269	1601	24	40

Source: RDG Planning & Design;

# APPENDIX B | GIS DATA GAP ANALYSIS

Table B2. Sarpy County GIS database Culvert data filtered to include around 640 pipes with missing slope information and diameter larger than 24-inches (sorted by culvert size), continued.

FACILITY-ID	DIAMETER	SHAPE LENGTH	FACILITY-ID	DIAMETER	SHAPE LENGTH	FACILITY-ID	DIAMETER	SHAPE LENGTH	FACILITY-ID	DIAMETER	SHAPE LENGTH
677	48	35	1583	36	54	720	24	81	1604	24	45
737	48	38	1584	36	48	721	24	31	1628	24	94
761	48	114	1592	36	83	723	24	39	1630	24	28
789	48	73	1594	36	44	731	24	48	1637	24	34
806	48	50	1595	36	46	752	24	71	1639	24	51
827	48	83	1596	36	48	755	24	95	1660	24	98
848	48	95	1602	36	27	758	24	39	1670	24	33
876	48	60	1634	36	129	764	24	37	1672	24	66
893	48	68	1648	36	60	773	24	52	1673	24	29
894	48	60	1649	36	81	774	24	64	1678	24	39
907	48	55	1730	36	47	776	24	42	1682	24	48
924	48	76	1748	36	34	777	24	51	1683	24	54
958	48	53	1750	36	74	787	24	48	1684	24	17
959	48	53	1751	36	29	788	24	58	1690	24	48
960	48	65	1754	36	44	792	24	91	1692	24	47
968	48	91	1755	36	67	807	24	25	1715	24	51
1020	48	178	1756	36	108	808	24	41	1722	24	95

Source: RDG Planning & Design;

# APPENDIX B | GIS DATA GAP ANALYSIS

Table B2. Sarpy County GIS database Culvert data filtered to include around 640 pipes with missing slope information and diameter larger than 24-inches (sorted by culvert size), continued.

FACILITY-ID	DIAMETER	SHAPE LENGTH	FACILITY-ID	DIAMETER	SHAPE LENGTH	FACILITY-ID	DIAMETER	SHAPE LENGTH	FACILITY-ID	DIAMETER	SHAPE LENGTH
1072	48	59	1787	36	32	809	24	43	1724	24	17
1128	48	45	1836	36	106	810	24	29	1725	24	54
1169	48	65	1837	36	167	811	24	32	1726	24	102
1192	48	47	1838	36	68	818	24	66	1727	24	37
1205	48	53	1877	36	36	819	24	70	1739	24	32
1225	48	21	1880	36	76	823	24	38	1745	24	127
1255	48	54	1885	36	32	824	24	32	1757	24	61
1284	48	50	1886	36	37	830	24	44	1758	24	65
1309	48	74	1893	36	68	834	24	40	1761	24	37
1310	48	51	1894	36	68	836	24	38	1764	24	103
1313	48	171	2419	36	75	837	24	51	1768	24	34
1325	48	106	417	30	71	839	24	54	1774	24	37
1326	48	133	433	30	97	847	24	68	1783	24	143
1327	48	40	572	30	45	849	24	108	1785	24	34
1365	48	64	581	30	34	855	24	31	1804	24	48
1374	48	37	595	30	68	858	24	26	1805	24	30
1457	48	54	613	30	42	859	24	43	1809	24	60

Source: RDG Planning & Design;

# APPENDIX B | GIS DATA GAP ANALYSIS

Table B2. Sarpy County GIS database Culvert data filtered to include around 640 pipes with missing slope information and diameter larger than 24-inches (sorted by culvert size), continued.

FACILITY-ID	DIAMETER	SHAPE LENGTH	FACILITY-ID	DIAMETER	SHAPE LENGTH	FACILITY-ID	DIAMETER	SHAPE LENGTH	FACILITY-ID	DIAMETER	SHAPE LENGTH
1546	48	55	621	30	84	863	24	79	1821	24	59
1577	48	123	631	30	68	864	24	55	1829	24	90
1578	48	121	633	30	81	868	24	83	1839	24	32
1609	48	49	665	30	54	885	24	36	1841	24	70
1654	48	44	686	30	25	889	24	66	1850	24	55
1664	48	37	688	30	47	895	24	63	1860	24	272
1713	48	45	689	30	44	896	24	57	1861	24	37
1819	48	47	741	30	43	897	24	52	1863	24	34
1820	48	46	742	30	24	898	24	40	1864	24	18
1845	48	51	757	30	32	899	24	38	1866	24	31
1856	48	50	769	30	34	911	24	49	1870	24	65
1878	48	56	796	30	57	912	24	32	1882	24	48
1892	48	103	828	30	49	921	24	25	1883	24	42
1986	48	99	841	30	50	925	24	54	1884	24	77
1985	48	66	842	30	40	927	24	47	1895	24	68
2420	48	74	844	30	41	931	24	49	1900	24	26
2396	48	381	845	30	42	935	24	54	1912	24	53

Source: RDG Planning & Design;

# APPENDIX B | GIS DATA GAP ANALYSIS

Table B2. Sarpy County GIS database Culvert data filtered to include around 640 pipes with missing slope information and diameter larger than 24-inches (sorted by culvert size), continued.

FACILITY-ID	DIAMETER	SHAPE LENGTH	FACILITY-ID	DIAMETER	SHAPE LENGTH	FACILITY-ID	DIAMETER	SHAPE LENGTH	FACILITY-ID	DIAMETER	SHAPE LENGTH
482	42	72	902	30	69	938	24	73	1956	24	54
1126	42	64	904	30	80	939	24	63	1957	24	47
1505	42	25	908	30	69	941	24	86	1958	24	20
1591	42	80	918	30	56	946	24	40	1959	24	44
1984	42	59	940	30	117	961	24	30	1962	24	77
2418	42	74	942	30	36	962	24	64	2424	24	34

Source: RDG Planning & Design;

# APPENDIX C | COMMUNITY SURVEY RESULTS

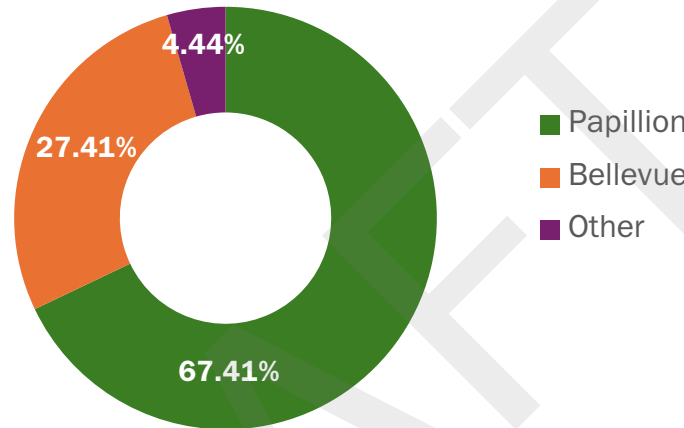
## Community Survey

To hear directly from residents, the planning team launched an online survey on the project website (BPHRP.com). From early June through August 31, 2025, 270 community members shared their experiences and ideas about housing resiliency in Bellevue and Papillion.

This appendix (Appendix C) highlights every survey question and all the responses collected.

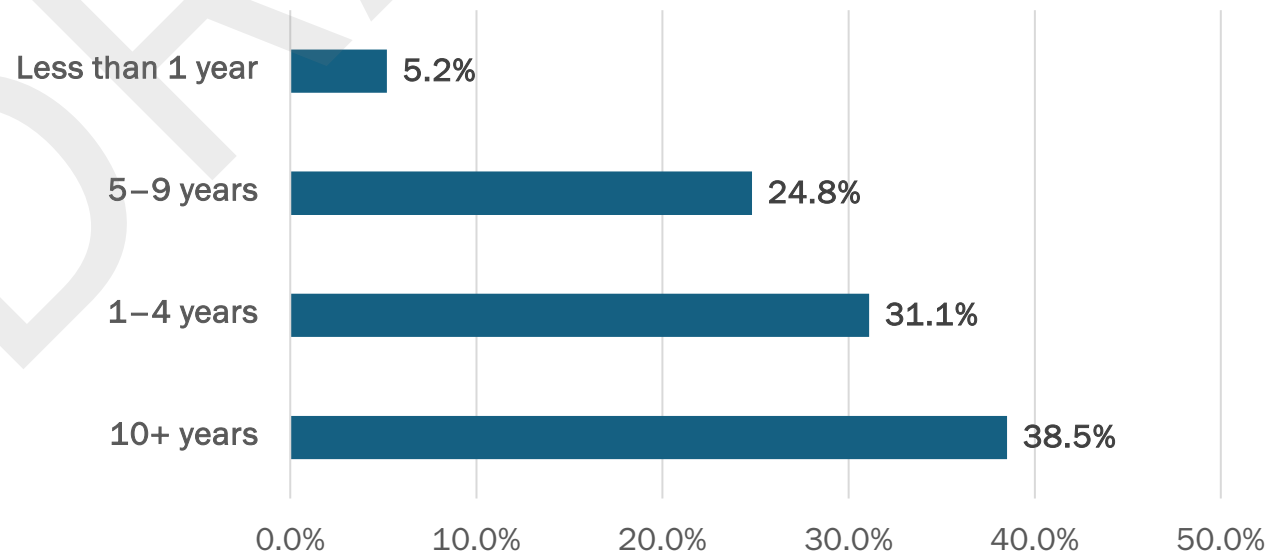
### 1) Where do you live?

Answered: 268 Skipped: 2



### 2) How long have you lived in your current housing?

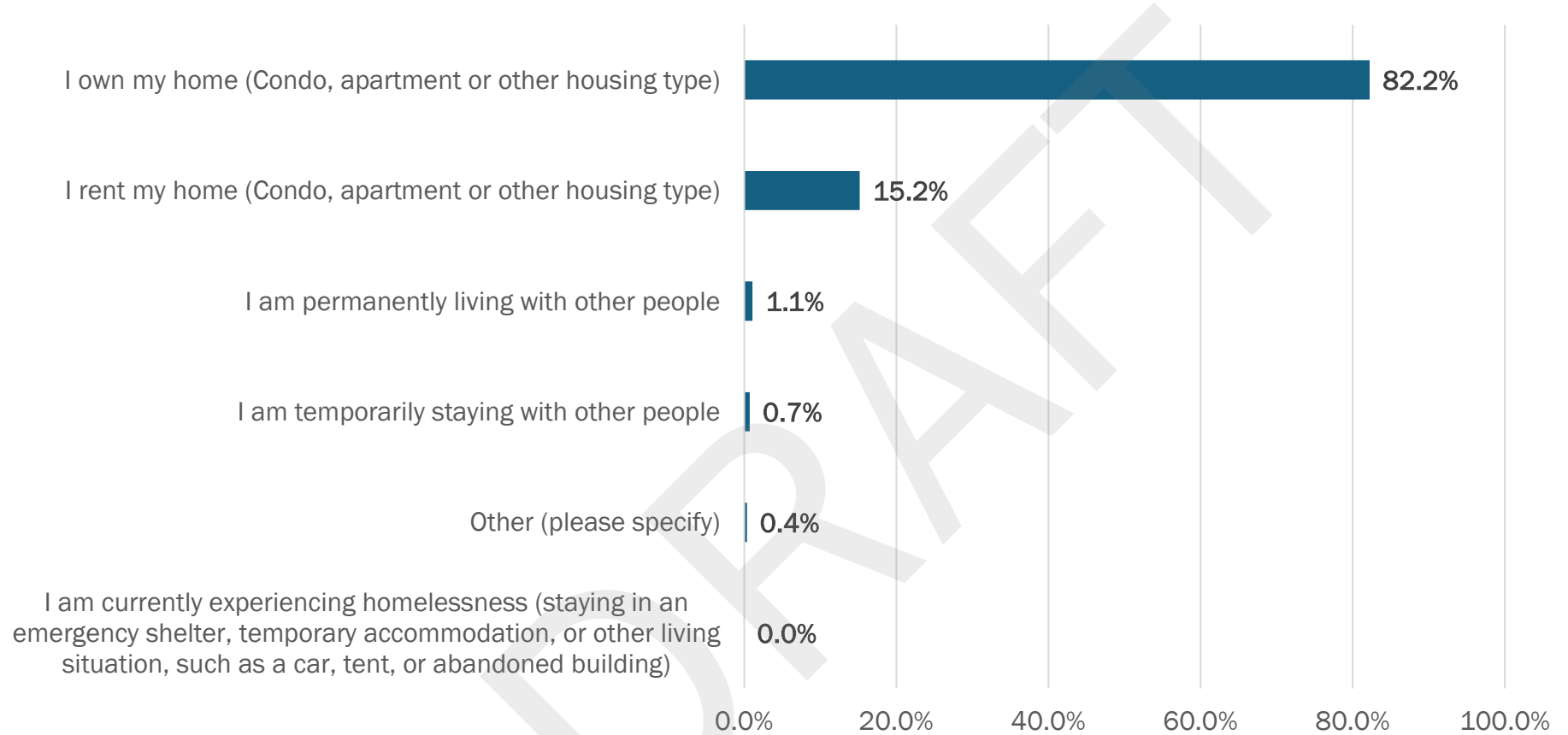
Answered: 269 Skipped: 1



# COMMUNITY SURVEY RESULTS | APPENDIX C

## 3) What best describes your current housing situation?

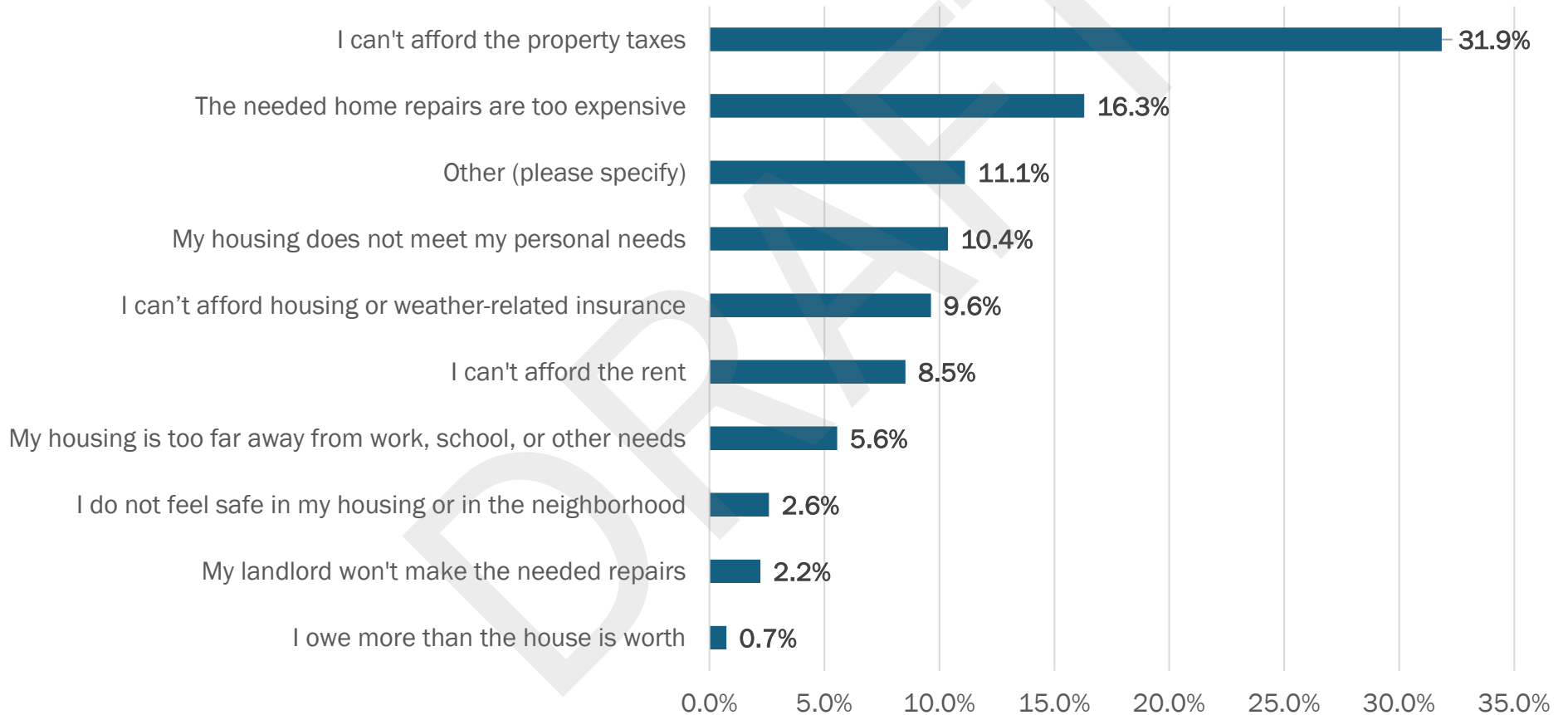
Answered: 269 Skipped: 1



# APPENDIX C | COMMUNITY SURVEY RESULTS

## 4) Are you having any of the following issues with your current housing? (Select all that apply)

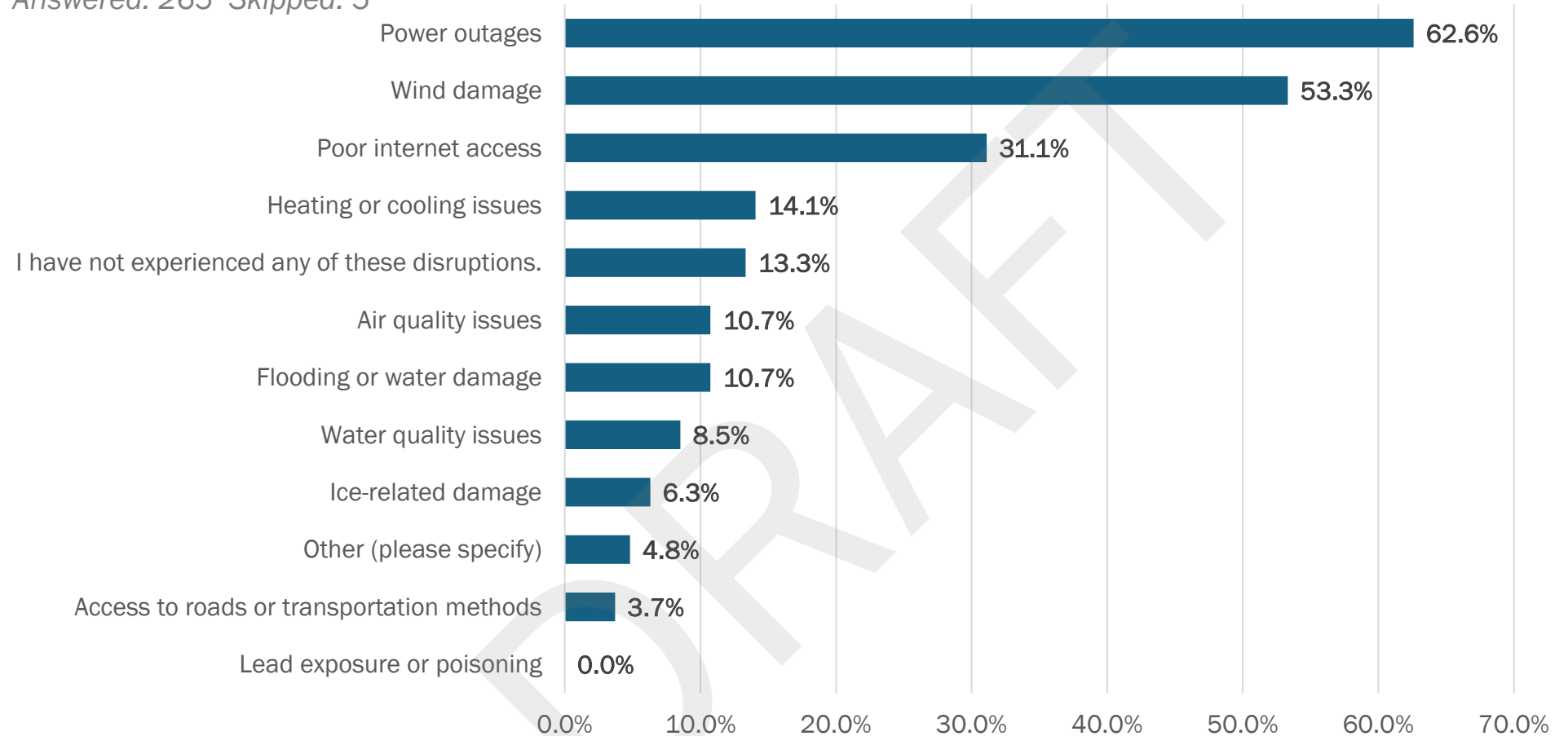
Answered: 174 Skipped: 96



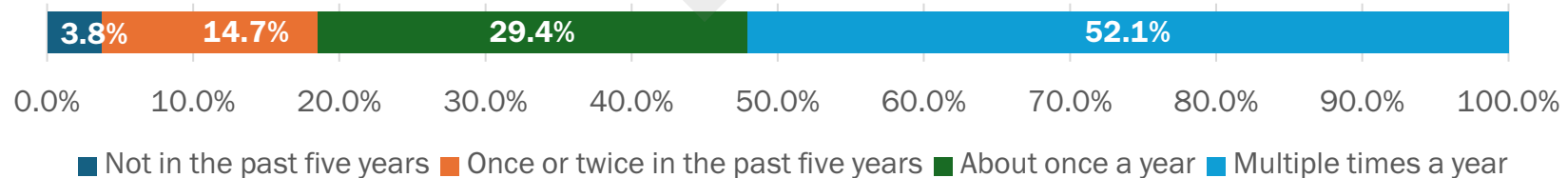
# APPENDIX C | COMMUNITY SURVEY RESULTS

## 5) Have you experienced any of the following disruptions to your housing or neighborhood? (Select all that apply)

Answered: 265 Skipped: 5



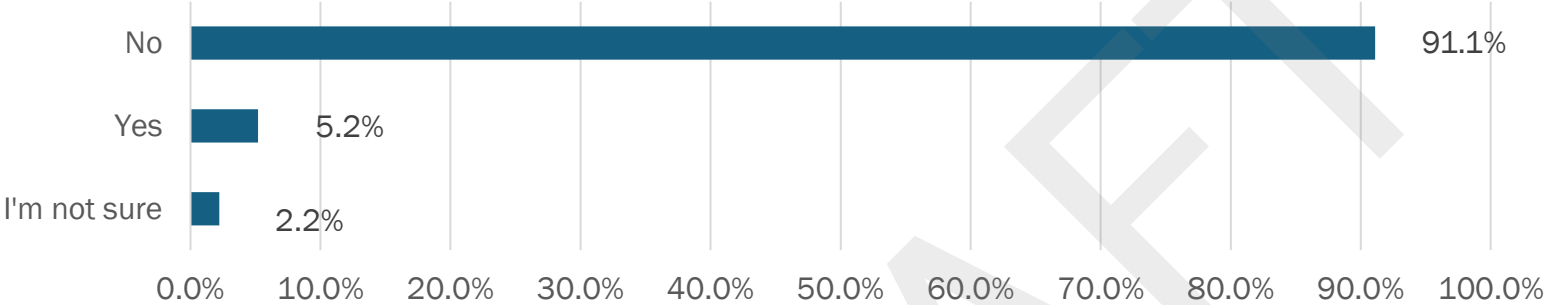
## 6) If yes, how often do you experience these challenges?



# APPENDIX C | COMMUNITY SURVEY RESULTS

## 7) Has flooding or standing water in your neighborhood ever caused you to change your planned routes for travel?

Answered: 266 Skipped: 4

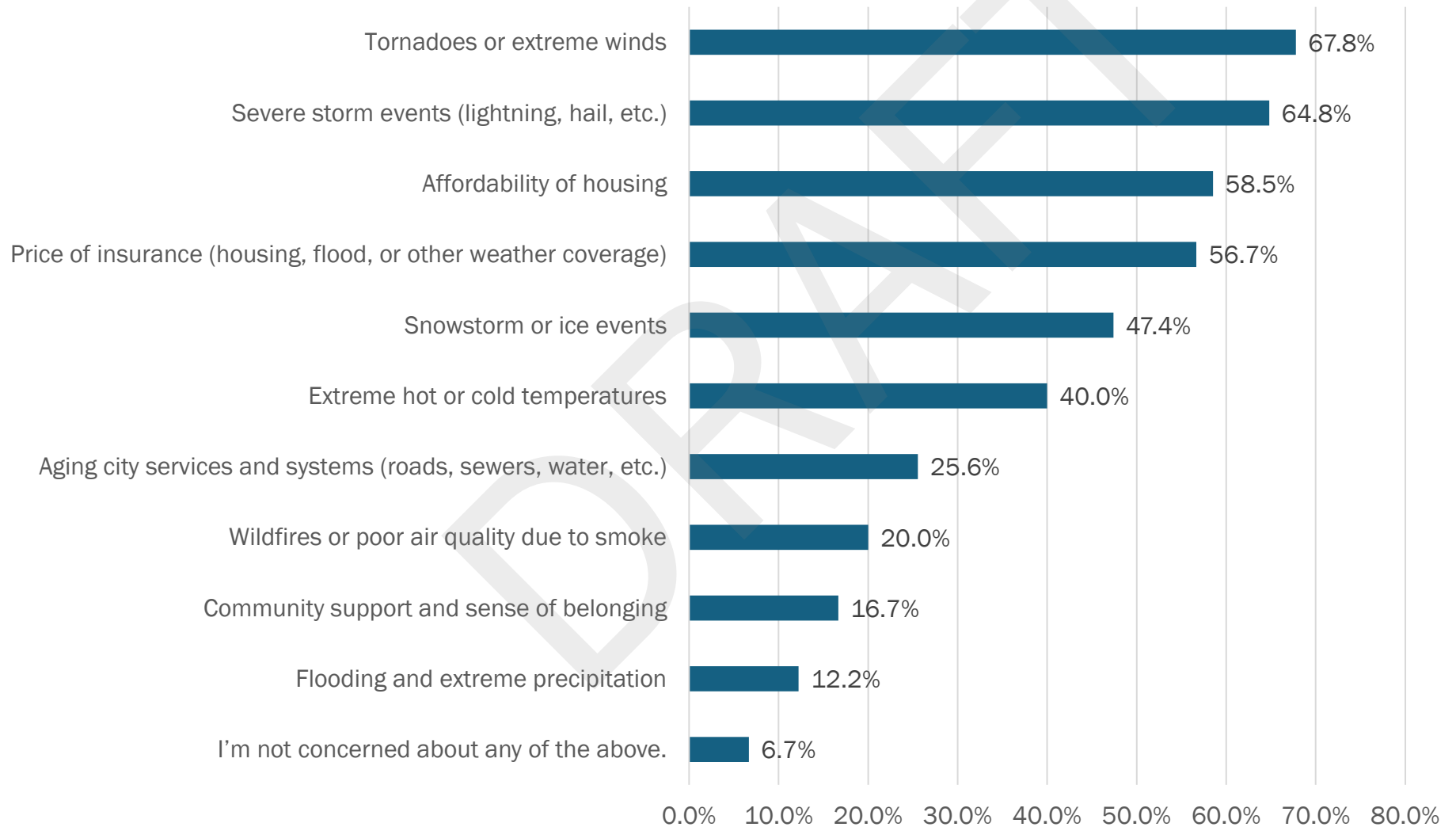


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## APPENDIX C | COMMUNITY SURVEY RESULTS

### 8) Within the next five years, are you concerned about any of the following affecting your housing or neighborhood? Select all that apply.

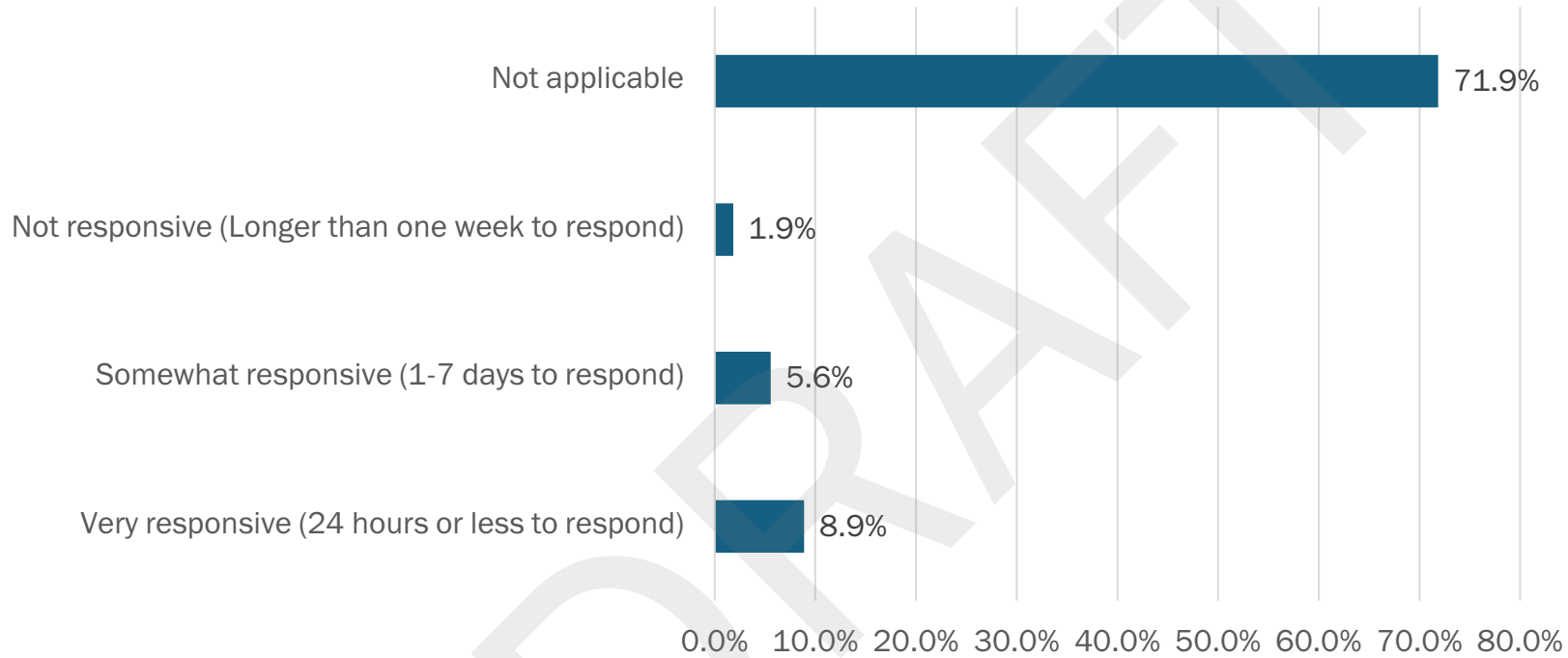
Answered: 266 Skipped: 4



# APPENDIX C | COMMUNITY SURVEY RESULTS

## 9) If you rent your home, how responsive is your landlord or property manager to repair needs?

Answered: 238 Skipped: 32

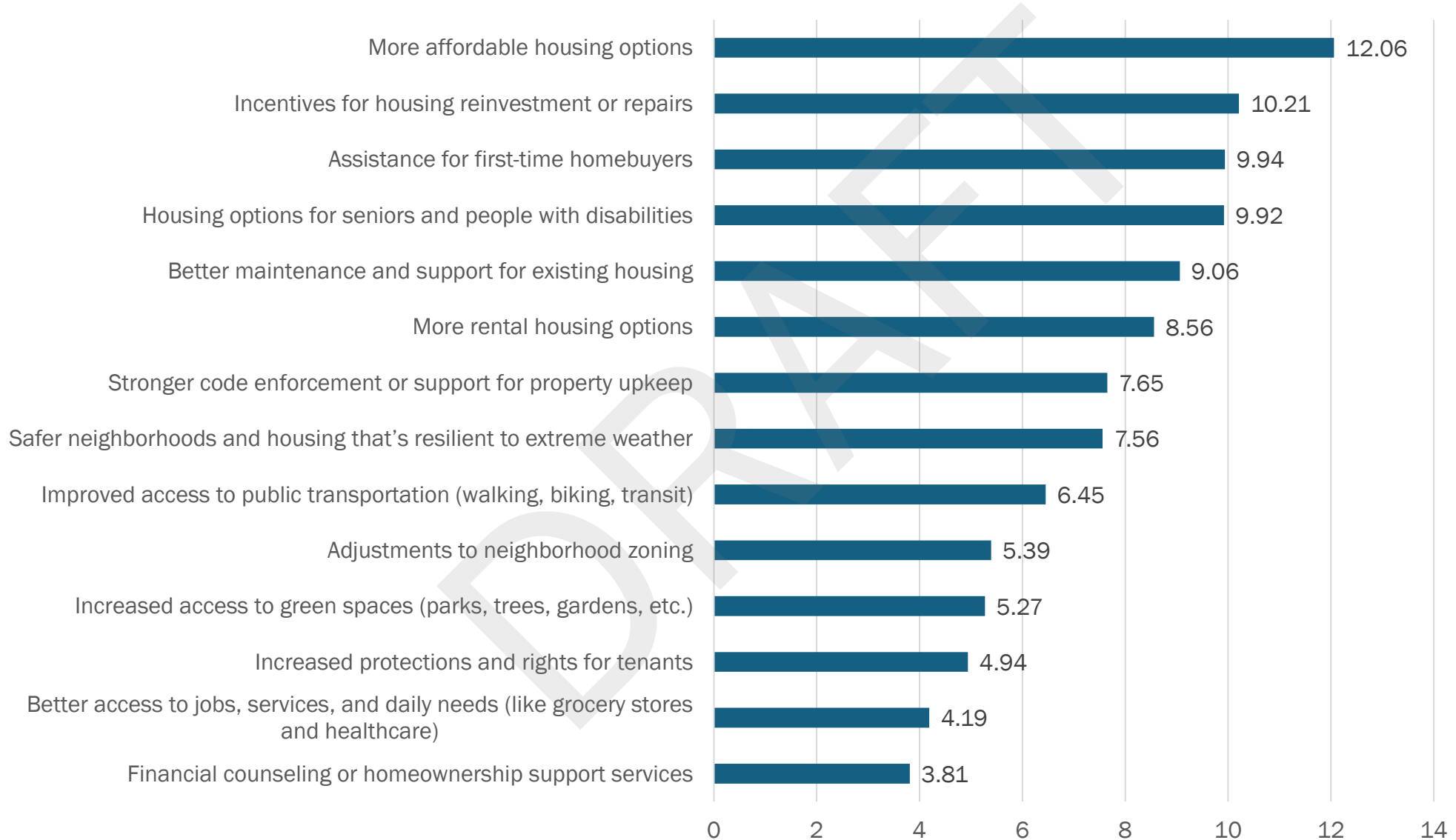


Source: RDG Planning & Design;

# APPENDIX C | COMMUNITY SURVEY RESULTS

## 10) In your opinion, what would most improve housing in your neighborhood?

Answered: 239 Skipped: 31



### 10) In your opinion, what would most improve housing in your neighborhood?

#### Other (please specify)

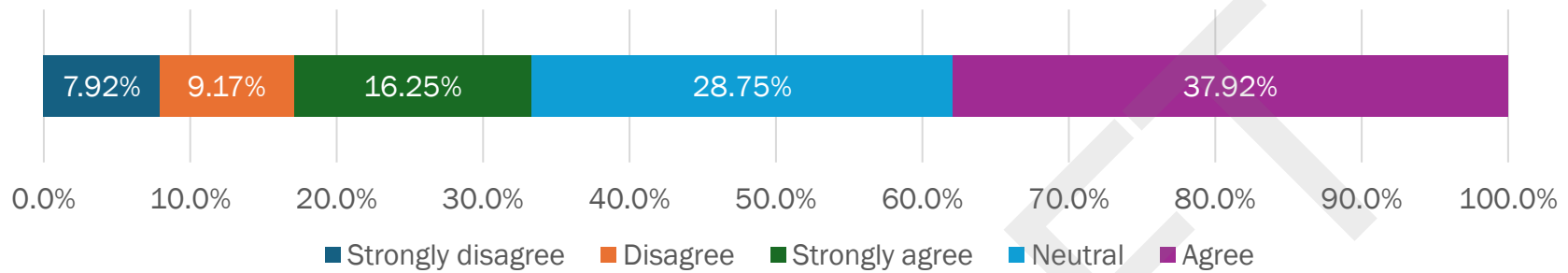
#### Responses:

- “We need starter homes that are not almost half a million dollars.”
- “Townhouses second, in a nice 55 & older community with amenities.”
- “There needs to be more guidelines so we don’t have so many slumlords.”
- “Sarpy County needs to understand that homelessness is an issue and transitional housing is needed for these individuals.”
- “Please finally develop that parcel downtown on Mission Ave.”
- “Multi-generational homes.”
- “More affordable senior independent living homes in good, safe neighborhoods.”
- “Lower taxes.”
- “I’m retired and live in a 4-bedroom house with a full yard to care for. I would love to find a ‘garden home’ or a condo/ townhomewhere all the yard work and snow removal are taken care of. I need to stay in my home because these options don’t exist.”
- “If affordable means that developers and builders can’t price gouge, then rank it higher. If it’s meant to be housing set aside specifically for low-income families, then the ranking is accurate.”
- “I do not think it is the city’s job to invest in housing. We live in Papillion because of the current structure of residential zoning and I’m not interested in my neighborhood having mixed uses.”
- “Houses on larger lots, acreages.”
- “Better mixed-use property development — apartments and businesses in the same building on multiple levels. Smaller homes for first-time homebuyers that are newer would be beneficial. Most existing cheaper homes are too old and costly to maintain.”
- “Accessible housing for people with disabilities. Unfortunately, I couldn’t move this to the top because the queue doesn’t work properly.”

# APPENDIX C | COMMUNITY SURVEY RESULTS

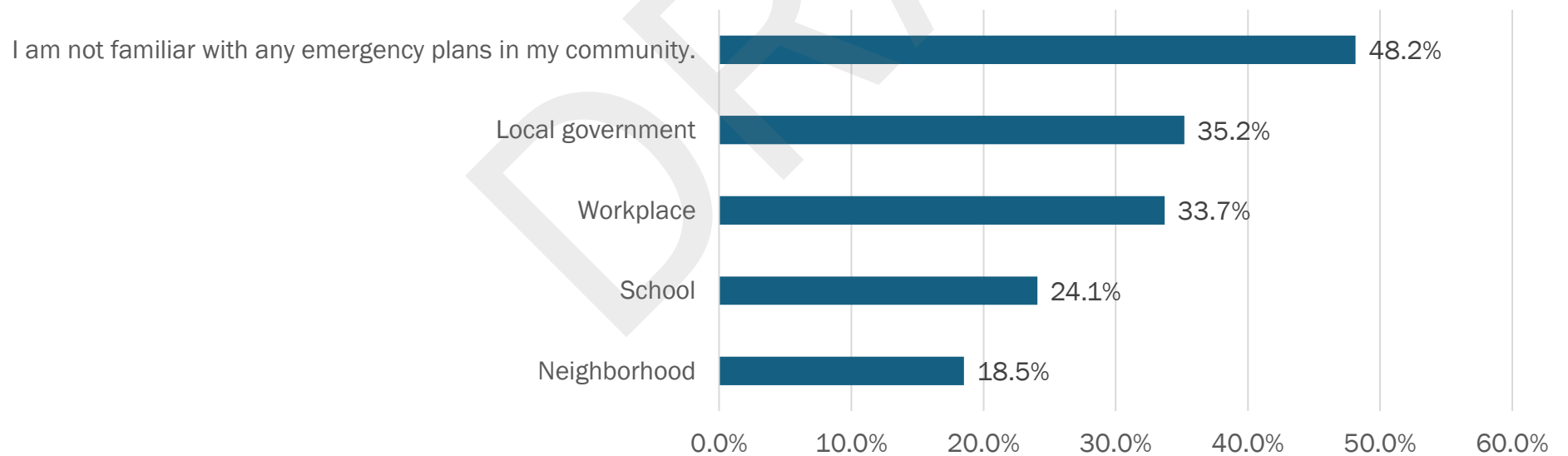
## 11) I feel my community is prepared to handle a major emergency.

Answered: 240 Skipped: 30



## 12) I am familiar with the following emergency plans in my community (select all that apply):

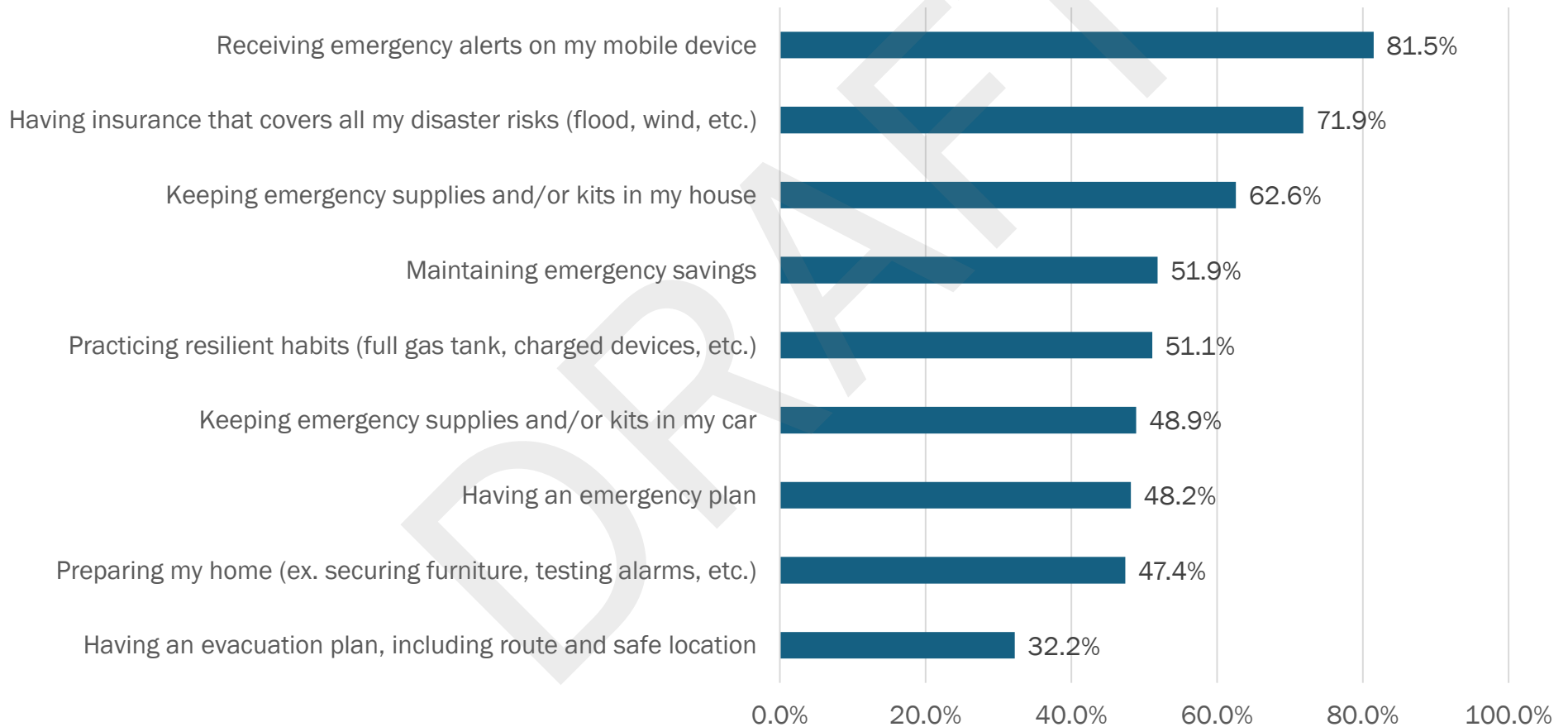
Answered: 267 Skipped: 3



# APPENDIX C | COMMUNITY SURVEY RESULTS

## 13) I have prepared my household and/or my housing for disruptions by (select all that apply):

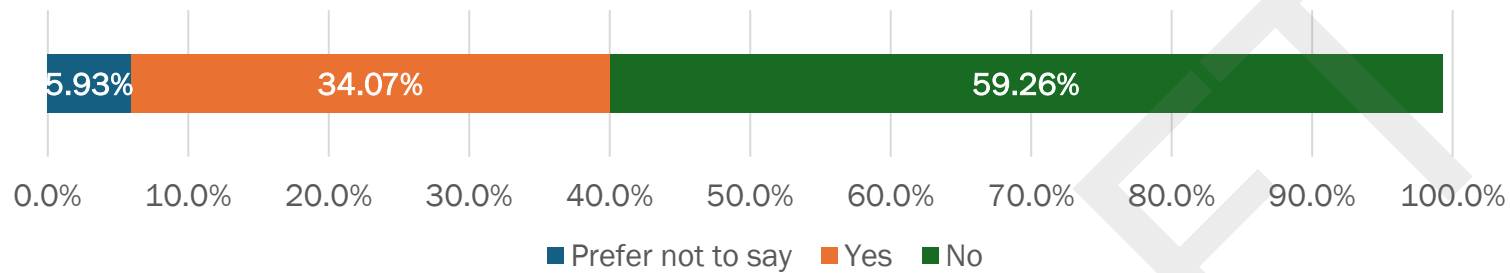
Answered: 256 Skipped: 14



## APPENDIX C | COMMUNITY SURVEY RESULTS

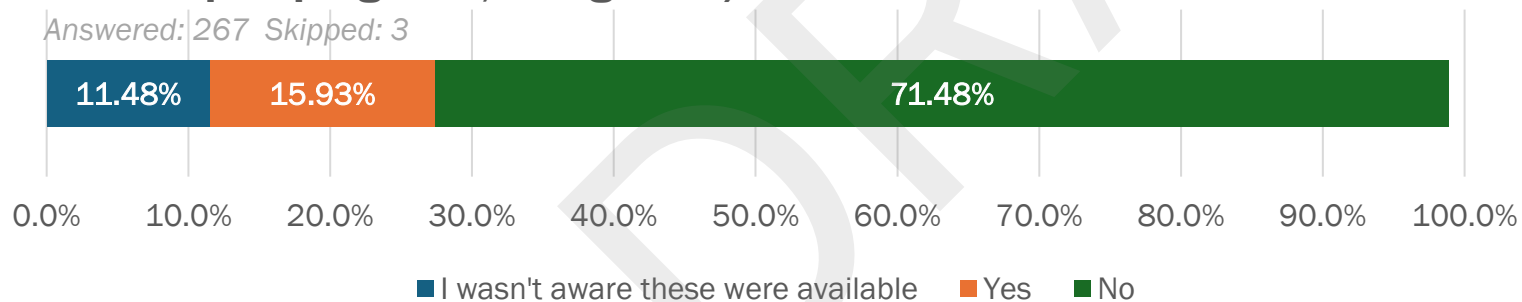
### 14) In the past year, have you or someone in your household struggled to afford housing?

Answered: 268 Skipped: 2



### 15) Have you or someone in your household ever used or needed housing support services (like rental assistance, home repair programs, or legal aid)?

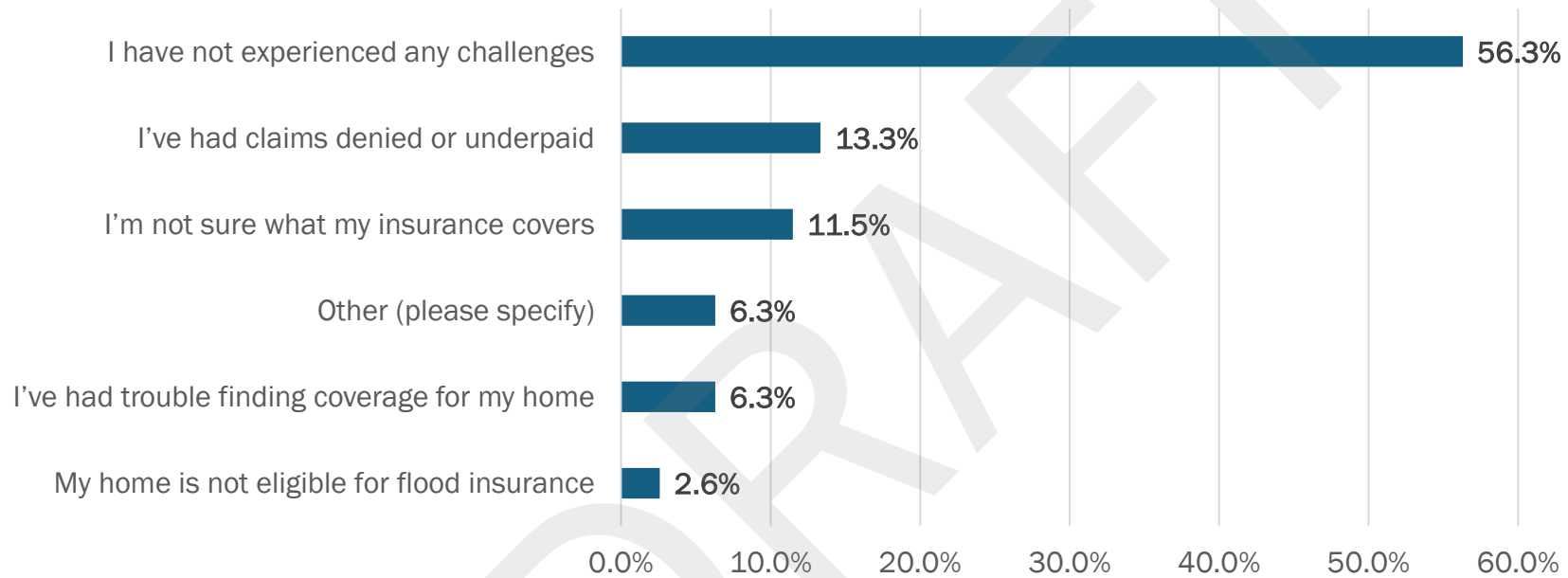
Answered: 267 Skipped: 3



## APPENDIX C | COMMUNITY SURVEY RESULTS

### 16) In the past five years, have you experienced challenges related to housing insurance? (Select all that apply)

Answered: 251 Skipped: 19



## APPENDIX C | COMMUNITY SURVEY RESULTS

### 17) List any community projects, organizations, or group activities that have helped you or your neighbors prepare for emergencies:

Answered: 51 Skipped: 219

- “Lift Up Sarpy County”
- “The gas company and the power company email lists for preparing for weather events.”
- “The base is good about sending out alerts.”
- “Scouting America”
- “Sarpy County CERT”
- “Papillion Fire and Police, Papillion Landing, and Red Cross, Papillion Library.”
- “Our HOA and SID.”
- “Other than severe weather warnings, I’m not aware of emergency plans in my community.”
- “None. We have not received any publication or advertisement regarding emergency preparedness or services in the Papillion area.”
- “Neighbors helping each other.”
- “National Weather Service”
- “NA. I didn’t know there were some.”
- “My family has learned some preparedness from Church of Jesus Christ of Latter-day Saints and the Military.”
- “Make an emergency plan.”
- “Lift Up Sarpy, All Seasons Foundation, Bellevue Together, Neighbor Good.”
- “Lift Up Sarpy, Overland Hills Church.”
- “Just neighbors looking out for one another like a neighbor should. Maybe create a program that teaches people how to have pride in ownership and not trash their property.”
- “Just neighbors helping others cut grass or shovel snow. But our neighborhood isn’t very tight knit. People rarely venture outside.”
- “I’m not aware of any at this time (but would be interested in being part of/contributing to this).”
- “-I work at Papillion Landing and they are great about distributing their emergency policies & having them printed/easy to access and leaf through quickly, hanging in various locations in the building. -City of Papillion’s website and Facebook page are great about posting updates related to safety/inclement weather and their related supportive resources. -‘Let’s Talk Papillion’ Facebook group for locals is a very supportive network — I’ve seen a lot of people post in there needing help or offering help in times of weather-related emergencies.”
- “I can’t name any. I don’t know since I moved to Nebraska a year ago, but to Papillion area only 9 months, and I haven’t had any idea about an emergency plan.”
- “I believe the Fire Department has hosted events helping community members know what to do in case of a fire and how to test fire alarms.”
- “Emergency Management and Sarpy County putting out info.”
- “Church program.”
- “Church organizations have helped give some information. Sarpy/Cass Health Department.”
- “Church of Jesus Christ of Latter-day Saints.”
- “Church.”
- “BRIDGE Family Resource Connector Network.”
- “Boy Scouts.”
- “American Red Cross.”

## APPENDIX C | COMMUNITY SURVEY RESULTS

### 18) List any lessons you have learned about your community from current or past disaster experiences that can help your community prepare for future emergencies:

Answered: 50 Skipped: 220

- “We knew that electricity interruption was likely due to overstretched infrastructure, so we included a natural gas whole home generator in the build process of this house.”
- “We had our power out for 8 days. Having a generator is crucial!”
- “Tree removal services was a debacle that last major storm event. City promised assistance in removing curb side debris in a week and it took over a month. Proof that City resources are not capable of most disaster assessment and/or recovery.”
- “Tree maintenance can help to avoid damage during storms.”
- “To not build in flood plains unless the site is raised ABOVE base floor elevation. Levee’s are not guaranteed protection as proven in 2019 in Bellevue and in Kansas City in 1993, Texas recently showed the same issue which cost lives.”
- “There is not enough affordable/LITCH inventory in Papillion.”
- “The local police, fire, etc. are well prepared to handle issues that come up. Bellevue was one of the last cities during a large wind storm to do curb side pickup of debris - it seemed to be slow in decision making and unable to move at the same speed as neighboring and comparable cities who made decisions to do this almost immediately. This was frustrating since I transported a large amount of tree debris to a drop off site with another person’s vehicle and did not have an adequate way to transport it and then the city later decided to do pickup which the other cities were already providing.”
- “Summer 2024 storm left me without power for 4 days in 90 degree temps. It was brutal. The city of Papillion stepped up to clear debris well. I wish there was a better way to get updates on cooling centers, etc. for those seniors and others that were on medical treatments. And not to sound ungrateful because I appreciated a few meals, but Hot Meals USA helped provide meals for those without power but they served HOT meals like a mashed potato chicken pot pie on a nearly 100 degree day, in the sun, and many like myself just could not consume a hot meal. A cold sandwich option would have been nice. But in general the severe weather event was well managed. I have a personal plan now because of that event.”
- “Prepare the roads, alert citizens, and shut down businesses in unsafe weather conditions.”
- “Papillion, just being developed, is extremely windy. Developments are getting away with construction that is not sufficient for the resilience needed in this area. Soffit, roofing, siding, fencing, signage, and more are constantly flying around, facing the wrong direction, and laying around. My biggest concerns are the contractors who aren’t from Papillion and disrespect our communities by speeding through our residential streets to the job site where their construction has consisted of half the materials it should be. Our homes would rip apart in seconds if a tornado were to come through. Papillion is doing great, I know it’s fast and hard to keep up with, but I cannot stress enough how important code enforcement pre-, during, and post-development are here. Bellevue, I grew up there and have seen more floods than I can count. However, I lived on the west end. I think Bellevue has done a really good job ensuring flood damage was mostly limited to the park, until 2011.”
- “Papillion is resilient, and when people need help from neighbors, etc., we are there for each other.”
- “Papillion does a fantastic job - so grateful to live in a forward-thinking community that is safe.”

## APPENDIX C | COMMUNITY SURVEY RESULTS

### 18) List any lessons you have learned about your community from current or past disaster experiences that can help your community prepare for future emergencies:

Answered: 50 Skipped: 220

CONTINUED

- “Overland Hills tends to have power when other nearby neighborhoods don’t.”
- “Neighbors that are hoarders won’t clean up storm debris.”
- “Need to get more homeowners to cut the trees back from the power lines. The city needs to assist them or provide the branch removal free of charge. Nearly every outage we’ve had in my part of Papillion has been due to a single small area on Cedardale across from the cemetery, where tree branches routinely take down the power lines during high winds. There should not be ANY overhanging trees on Cedardale.”
- “My husband and I lived through many disasters in Oklahoma and we bring that experience to living here.”
- “Lower taxes.”
- “Keeping drinkable water, a 72-hour emergency kit, and knowing what to have in a severe weather kit for home vs. car.”
- “Keep several bags of ice on hand. Maintain batteries, keep prepared food and ample water for 1 week.”
- “It would be helpful to have a local place, such as the library, that could be run on solar power so that when the power goes out from storms, residents could use it as a safe haven. Too many times the power goes out from storms and there are few places to go that are convenient.”
- “In flood emergencies, it’s important to know how to prepare for evacuation. What documents should be taken? What emergency supplies should be packed? What can we do with our pets?”
- “I think the city has handled all weather events well since we have lived in Papillion.”
- “I have the names of tree services and have used them to prevent limbs from falling and after they’ve fallen during storms. I keep solar charging equipment charged always. And we have a generator.”
- “I have not had any lessons learned about my community.”
- “I feel pretty cared for by City of Papillion I was so touched that last time there was a huge windstorm that resulted in a ton of tree debris all over the streets, they planned a ‘debris pick up’ truck for Papillion residents and had a debris drop off site also available. I’ve also seen them provide support for people without power via food and temperature-controlled shelter/outlets for use, etc., at Papillion Landing.”
- “I don’t know. I haven’t had a chance to hear anything about this.”
- “High winds.”
- “Get RID of the trees!!! Have we not realized that so much of our weather damage comes from trees getting blown down or blown into neighbors’ homes or property??”
- “Get rid of overhead utility infrastructure and replace with underground.”
- “Flooding from the river — why are they being allowed to rebuild in the old Paradise Lakes area? If a levee breaks, it floods again (yes, I know it was a 100- or 500-year flood event, and at the time my family home was flooded and destroyed on the Iowa side).”
- “City leadership is ignorant when it comes to the aftermath and cleanup of disaster events. Poor communication, lack of cohesive planning, and a general misunderstanding of the required Incident Command Systems Protocols mandated by the federal government after 9/11 have hampered the efforts of citizens when trying to recover from disaster experiences in Papillion. Community leadership has made numerous poor decisions in the past, particularly after the 2017 extensive storm damages.”
- “Churches have been at the forefront with helping and Lift Up.”

## APPENDIX C | COMMUNITY SURVEY RESULTS

### 18) List any lessons you have learned about your community from current or past disaster experiences that can help your community prepare for future emergencies:

Answered: 50 Skipped: 220

CONTINUED

- “Cell coverage for emergency weather info when primary Internet services are unavailable is a gap in my neighborhood (Shadow Lake). We encountered this during a middle-of-the-night storm last year and luckily we had a radio to get severe weather alerts.”
- “Buy a generator.”
- “Burying power lines would help immensely with storm-related power outages. I was disappointed when the power lines on Giles were put back up in the air after the winter storm this year.”
- “Better deployment of generators and having a set plan for emergency shelters.”
- “Bellevue did an excellent job managing power outages and damages from the wind storm last year and also loved that tree dump was offered for months after that happened. I feel city leadership communicates and also appreciate that OPPD cut down low-hanging trees that overhung from city property onto mine to reduce the likelihood of trees damaging power lines during winds. This was paramount and I love that the city/OPPD was preventative about this.”
- “Be prepared.”
- “Appreciate how prepared Papillion is.”
- “Always have batteries and flashlights. Keep devices charged and have backup chargers. Have phone setup for emergency alerts. Keep a small shovel in your car to dig your car out in heavy snowfall.”
- “Always have a go bag and waterproof packaging on any food that sits on the ground. Always bring more than just for your own family.”
- “Have an emergency kit, get a generator, be prepared for the worst, contact your neighbors.”

## APPENDIX C | COMMUNITY SURVEY RESULTS

### 19) Is there anything else you'd like to share about housing needs or priorities in Bellevue or Papillion?

Answered: 103 Skipped: 167

- “We really need to get quality housing for folks that can’t afford 400,000+ homes. We are in the sub-400 range but can’t afford an upgrade. We would move if we were given an incentive to free up a ‘starter home.’ I would be much more likely to lower the price because I would have what I needed for a down payment.”
- “We need to figure out a way to curb the ‘investors’ snapping up nearly every new listing to flip and immediately resell. It’s driving up home prices and preventing first-time homeowners from finding starter homes.”
- “We need to encourage better self-reliance through community gardens and backyard chickens.”
- “We need green spaces, not more apartments.”
- “We need emergency shelters, especially for families. Work with landlords to encourage renting to low-income, disabled, poor credit/ evictions, etc.”
- “We need a variety of developments. We do a very poor job with green space and designing spaces for families and children.
- “We are tired of having to pay a tree arborist to take care of our neighbor’s trees! Because of ridiculous laws that say if their tree blows over into my property and causes damage, we are responsible. If the leaves from their trees clog our drains and cause flooding in our basement, we can’t file a claim. We have to pay our hard-earned money to take care of not only our property but our neighbor’s as well. This is not right!”
- “We are getting to the point of needing a homeless/emergency shelter rather than sending people to Omaha.”
- “Until recently, I received an OWH paper every Thursday that covered Sarpy County — this would be a great source to share some of these success stories — not sure why this subscription stopped.”
- “Truthfully, we have not searched for housing for seniors. When we do, we’re hoping that there are several to look at.”
- “Transitional housing.”
- “Too expensive for young people to live here. Outrageous that an apartment costs over \$2K. Our kids moved to La Vista though they wanted to stay in Papillion.”
- “There needs to be more sustainable, safe, affordable, and accessible housing that accepts housing vouchers/Section 8 for those with disabilities and the elderly.”
- “There is senior housing in these towns, but they are so expensive. Not everyone can afford granite countertops and wood floors. We want to be able to pay our bills and have enough left over to enjoy the restaurants and stores that are all around us.”
- “There is poverty in our neighborhoods. There is lack of public transportation. There are people sleeping in alleys. There are homeless people in our neighborhood.”
- “There is a severe shortage of affordable housing for various demographics. Seniors living on social security alone cannot afford to live here unless there is subsidized housing. There is also a lack of resources for folks in poverty. With no public transportation, it limits where people can work, live, and send their kids to school.”
- “There are too many apartments being built.”
- “There are always huge apartment complexes being built, while small starter homes are very hard to find.”
- “The taxes are astronomical and the housing is unaffordable.”

## APPENDIX C | COMMUNITY SURVEY RESULTS

### 19) Is there anything else you'd like to share about housing needs or priorities in Bellevue or Papillion?

Answered: 103 Skipped: 167

#### CONTINUED

- “The property taxes are outrageous and something needs to be done. There is no way we will retire here.”
- “The price of housing is too high and the property taxes are too high for the city.”
- “The number one priority should be smaller or more affordable homes for young people. The same small starter homes could work for older people when they're empty-nesters.”
- “Taxes are so high — it's getting harder to keep housing affordable.”
- “Stop with all the apartment complexes and car washes! We need affordable single-family housing and lower property taxes.”
- “Stop building and taking away green space. Offer affordable housing.”
- “Some smaller homes like cottages integrated into neighborhoods (kind of like old Papillion has). Also, some smaller nice villas for seniors.”
- “Smaller affordable housing for seniors and first-time home buyers! No more apartments or huge houses!”
- “Rapidly rising valuations and property taxes are pricing people out of homes they could afford just a few years ago.”
- “Quit building apartments on every square inch of land.”
- “Property taxes are ridiculously expensive. We moved from one of the most expensive counties in Colorado, and our current property taxes are significantly higher in Sarpy. On a fixed income, it's not maintainable.”
- “Please continue to pursue affordable building options for first-time buyers in both cities.”
- “Papillion's housing is growing rapidly. As someone born and raised here, I worry that it will impact the small-town feel that makes this place so special.”
- “Papillion has almost no affordable housing — people that are starting out in life and grew up in Papillion can't live in the community they love.”
- “Love Papillion.”
- “Affordable housing is non-existent. If you look at Lincoln, there are reasonable housing options there. Here in Bellevue, they have disappeared. I have to work 2.5 jobs to stay afloat because my rent is \$2,700. It's hard to even get approved anywhere because landlords have unrealistic expectations about making 3x the rent. Lenders say I can't buy, yet somehow I pay \$2,700 a month in rent. Something has to give.”

15b.  
12/16/2025

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 12/16/2025		SUBMITTED BY: Finance, CDBG	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input checked="" type="checkbox"/>	
RESOLUTION <input checked="" type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Conduct a public hearing and approve the resolution for the CDBG 2024-2025 Consolidated Annual Performance Evaluation and Report.

SYNOPSIS/BACKGROUND:

HUD regulation requires the City to submit the Consolidated Annual Performance and Evaluation Report (CAPER) which is the end of the year report outlining all activities and expenditures of grant funds during the fiscal year. During FY24-25, the CDBG program expended a total of \$504,992.62. Of the CDBG entitlement funding expended for projects, 100% was spent on activities that benefit low- and moderate-income households. The CAPER requires a 15-day public notice which was published on November 26th, and a public hearing prior to approval of the resolution by the City Council.

FISCAL IMPACT: NA BUDGETED FUNDS: Yes GRANT/MATCHING FUNDS: Yes/No

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

START DATE: 10/01/2024 END DATE: 09/30/2025 PAYMENT DATE: INSURANCE REQUIRED: Yes

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Conduct a public hearing to obtain citizen input and approve the Resolution for the 2024-2025 CAPER.

ATTACHMENTS:

- 1. Resolution No. 2025-30
- 2. 2024-2025 CAPER draft
- 3.
- 4.
- 5.
- 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*Daniel Hillier*

*[Signature]*

*[Signature]*

**RESOLUTION 2025-30**

**A RESOLUTION AUTHORIZING THE SUBMISSION OF THE CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT FOR THE 2024-2025 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM YEAR TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.**

**WHEREAS**, the City of Bellevue receives Community Development Block Grant (CDBG) funds as an entitlement jurisdiction from the U.S. Department of Housing and Urban Development (HUD) under Title I of the Housing and Community Development Act of 1974; and

**WHEREAS**, HUD requires CDBG entitlement jurisdictions complete and submit an annual summary of their grant programs through a report known as the Consolidated Annual Performance and Evaluation Report (CAPER) for each program year; and

**WHEREAS**, the CAPER was prepared in accordance with HUD regulations and provides information about the program year's accomplishments and how the projects met goals and objectives in the 2024-2028 Consolidated Plan; and

**WHEREAS**, the City provided a 15-day public comment period for the purpose of receiving written and oral comments and conducted a public hearing on December 16, 2025, for the CAPER.

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

- a.) Approves the 2024-2025 Consolidated Annual Performance and Evaluation Report (CAPER); and
- b.) Authorizes the Mayor to submit on behalf of the City of Bellevue the CAPER to the U.S. Department of Housing and Urban Development (HUD); and
- c.) Allows staff to make minor technical modifications and/or necessary corrections to the CAPER as required by HUD.

PASSED AND APPROVED, by the Mayor and City Council of the City of Bellevue, State of Nebraska, on this the 16<sup>th</sup> day of December 2025.

\_\_\_\_\_  
Rusty Hike, Mayor

(SEAL)

ATTEST:

\_\_\_\_\_  
Susan Kluthe, City Clerk

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 12/16/2025		SUBMITTED BY: Finance, CDBG	
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 Environmental Review Record and Request for Release of Funds for CDBG 2025 projects and authorize submittal to HUD.

SYNOPSIS/BACKGROUND:

The City of Bellevue is required to perform an environmental assessment for all project receiving CDBG assistance to identify any potential environmental issues and verify there will not be a negative impact on the environment. The Environmental Review Record for the approved 2025 CDBG assisted projects has been completed and a Notice of Finding of No Significant Impact and Request for Release of Funds was distributed and published for citizen review on November 26, 2025. All 2025 projects were previously approved by the City Council as part of the CDBG Action Plan on July 15, 2025. Once the City receives an executed funding agreement, the Request for Release of Funds will be submitted to HUD.

FISCAL IMPACT: \$342,457.00 BUDGETED FUNDS?: Yes GRANT/MATCHING FUNDS?: Yes/No

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: \*Once approved by City Council and HUD, activities will be named and coded; CDBG-192600 HUD Projects

START DATE: 10/01/2025 END DATE: 09/30/2026 PAYMENT DATE: INSURANCE REQUIRED: Yes

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: CDBG-192600 ACCOUNT NUMBER:

RECOMMENDATION:

Approve and authorize the Mayor to sign the HUD Form 7015.15 - Request for Release of Funds and Certifications and submit to HUD.

ATTACHMENTS:

1. Combined Public Notice	2. HUD Form 7015.15	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*Handwritten signatures:*  
 Daniel Willie  
 [Signature]  
 [Signature]

**CITY OF BELLEVUE**  
**NOTICE OF FINDING OF NO SIGNIFICANT IMPACT AND**  
**NOTICE OF INTENT TO REQUEST RELEASE OF FUNDS**

November 26, 2025

City of Bellevue, NE, 1500 Wall Street, Bellevue, NE 68005, (402) 293-3000

These notices shall satisfy two separate but related procedural requirements for activities to be undertaken by the City of Bellevue.

**REQUEST FOR RELEASE OF FUNDS**

On or after December 17, 2025, the City of Bellevue will submit a request to the U.S. Department of Housing & Urban Development (HUD) for the release of CDBG program funds under Title I of the Housing and Community Development Act of 1974, as amended, in the amount of \$315,457.00 to implement the following projects: Administration, Public Facilities/Improvements, Housing, Economic Development, and Public Service. The following projects identified in the City of Bellevue FY 2025 Action Plan are exempt from 24 CFR 58.34 Subpart D: BPS Employment Literacy Program, \$19,400; BJSJ Participation Assistance Program, \$2,000; Program Administration, \$63,000; and the following projects identified as Categorically Excluded, Not Subject to 58.5: LUS Community Response Program - \$21,530; All Seasons Vulnerable Adults Assistance Program, \$4,388.

The following projects are not exempt from 24 CFR Part 58.34 Subpart D, therefore, a public notice is required.

Categorically Excluded, Subject to 58.5

- ENCAP Food Pantry Renovation – project includes mechanical infrastructure purchase for the food pantry, \$140,000.00
- Light House Expansion Project – project will assistance with kitchen equipment purchase to expand employment opportunities, \$13,300.00
- Habitat for Humanity Housing Rehabilitation Program – project aids with owner-occupied housing rehabilitation to alleviate critical repairs that pose a risk to health and safety, \$48,839.00
- Bellevue Chamber Small Business Assistance – project will assistance to assist small businesses with resources to make improvements and expand economic opportunities, \$30,000.00

**FINDING OF NO SIGNIFICANT IMPACT**

The City of Bellevue has determined that the projects will have no significant impact on the human environment. Therefore, an Environmental Impact Statement under the National Environmental Policy Act of 1969 (NEPA) is not required. Additional project information is contained in the Environmental Review Record (ERR) on file at the City of Bellevue, CDBG Office, located at 1500 Wall Street, Bellevue, NE 68005 and may be examined or copied weekdays 8:00 a.m. to 4:30 p.m. The ERR is also available on the website, <https://www.onecpd.info/environmental-review/environmental-review-records>

**PUBLIC COMMENTS**

Any individual, group, or agency may submit written comments on the ERR to the City of Bellevue, Office of the Mayor, 1500 Wall Street, Bellevue, NE 68005. All comments received by December 15, 2025, will be considered by the City of Bellevue prior to authorizing submission of a request for release of funds. Comments should specify which Notice they are addressing.

**RELEASE OF FUNDS**

The City of Bellevue certifies to HUD that, Rusty Hike in his capacity as City of Bellevue City Mayor, consents to accept the jurisdiction of the Federal Courts if an action is brought to enforce responsibilities in relation to the environmental review process and that these responsibilities have been satisfied. HUD's approval of the certification satisfies its responsibilities under NEPA and related laws and authorities and allows the City of Bellevue to use HUD program funds.

**OBJECTIONS TO RELEASE OF FUNDS**

HUD will accept objections to its release of fund and the City of Bellevue's certification for a period of fifteen days following the anticipated submission date or its actual receipt of the request (whichever is later) only if they are on one of the following bases: (a) the certification was not executed by the Certifying Officer of the City of Bellevue; (b) the City of Bellevue has omitted a step or failed to make a decision or finding required by HUD regulations at 24 CFR part 58; (c) the grant recipient or other participants in the development process have committed funds, incurred costs or undertaken activities not authorized by 24 CFR Part 58 before approval of a release of funds by HUD; or (d) another Federal agency acting pursuant to 40 CFR Part 1504 has submitted a written finding that the project is unsatisfactory from the standpoint of environmental quality. Objections must be prepared and submitted in accordance with the required procedures (24 CFR Part 58, Sec. 58.76) and shall be addressed to HUD at: U.S. Department of Housing and Urban Development, Omaha Field Office, Edward Zorinsky Federal Building, 1616 Capitol Avenue, Suite 329, Omaha, Nebraska 68102-4908. Potential objectors should contact HUD to verify the actual last day of the objection period.

Abby Highland

CDBG Program Specialist

Rusty Hike

Mayor, City of Bellevue

# Request for Release of Funds and Certification

U.S. Department of Housing and Urban Development  
Office of Community Planning and Development

OMB No. 2506-0087  
(exp. 04/30/2027)

This form is to be used by Responsible Entities and Recipients (as defined in 24 CFR 58.2) when requesting the release of funds, and requesting the authority to use such funds, for HUD programs identified by statutes that provide for the assumption of the environmental review responsibility by units of general local government and States. Public reporting burden for this collection of information is estimated to average 36 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

## Part 1. Program Description and Request for Release of Funds (to be completed by Responsible Entity)

1. Program Title(s) Community Development Block Grant Entitlement	2. HUD/State Identification Number B-25-MC-31-0003	3. Recipient Identification Number (optional)
4. OMB Catalog Number(s) 14.218	5. Name and address of responsible entity City of Bellevue, 1500 Wall Street, Bellevue, NE 68005	
6. For information about this request, contact (name & phone number) Abby Highland, CDBG Specialist, (402)492-3000	7. Name and address of recipient (if different than responsible entity)	
8. HUD or State Agency and office unit to receive request U.S. Department of Housing and Urban Development, Omaha Field Office		

The recipient(s) of assistance under the program(s) listed above requests the release of funds and removal of environmental grant conditions governing the use of the assistance for the following

9. Program Activity(ies)/Project Name(s) 2025 Action Plan Activities	10. Location (Street address, city, county, State) City-wide; Bellevue, NE
---	---

### 11. Program Activity/Project Description

Public Facilities and Improvements - ENCAP Bellevue Food Pantry Renovation, rehabilitation/mechanical infrastructure improvements of food pantry, \$140,000  
Housing - Habitat Housing Rehabilitation Program, housing rehabilitation assistance to address health and safety improvement in owned occupied units, \$48,839  
Public Service - BPS Employment Literacy Program, provide assistance to LMI adults with acquiring English proficiency to support employment search and opportunities, \$19,400; BJSA Sports Youth Participation Assistance program, provide financial support for LMI children to participate in organized sports, \$2,000.00; LUS Community Response, support community response and services for families by providing administrative support, \$21,530.00; All Seasons Assistance for Vulnerable Adults & Senior Assistance Program, programs for vulnerable adults including seniors and special needs in Bellevue, \$4,388.00;  
Economic Development - Bellevue Chamber Small Business Assistance, project will assistance to assist small businesses with resources to make improvements and expand economic opportunities, \$30,000.00; The Light House Expansion project, assistance to purchase equipment to expand services and provide new employment opportunities, \$13,300.00  
Program Administration - CDBG program administration activities, \$63,000

**Part 2. Environmental Certification** (to be completed by responsible entity)

With reference to the above Program Activity(ies)/Project(s), I, the undersigned officer of the responsible entity, certify that:

1. The responsible entity has fully carried out its responsibilities for environmental review, decision-making and action pertaining to the project(s) named above.
2. The responsible entity has assumed responsibility for and complied with and will continue to comply with, the National Environmental Policy Act of 1969, as amended, and the environmental procedures, permit requirements and statutory obligations of the laws cited in 24 CFR 58.5; and also agrees to comply with the authorities in 24 CFR 58.6 and applicable State and local laws.
3. The responsible entity has assumed responsibility for and complied with and will continue to comply with Section 106 of the National Historic Preservation Act, and its implementing regulations 36 CFR 800, including consultation with the State Historic Preservation Officer, Indian tribes and Native Hawaiian organizations, and the public.
4. After considering the type and degree of environmental effects identified by the environmental review completed for the proposed project described in Part 1 of this request, I have found that the proposal did  did not  require the preparation and dissemination of an environmental impact statement.
5. The responsible entity has disseminated and/or published in the manner prescribed by 24 CFR 58.43 and 58.55 a notice to the public in accordance with 24 CFR 58.70 and as evidenced by the attached copy (copies) or evidence of posting and mailing procedure.
6. The dates for all statutory and regulatory time periods for review, comment or other action are in compliance with procedures and requirements of 24 CFR Part 58.
7. In accordance with 24 CFR 58.71(b), the responsible entity will advise the recipient (if different from the responsible entity) of any special environmental conditions that must be adhered to in carrying out the project.

As the duly designated certifying official of the responsible entity, I also certify that:

8. I am authorized to and do consent to assume the status of Federal official under the National Environmental Policy Act of 1969 and each provision of law designated in the 24 CFR 58.5 list of NEPA-related authorities insofar as the provisions of these laws apply to the HUD responsibilities for environmental review, decision-making and action that have been assumed by the responsible entity.
9. I am authorized to and do accept, on behalf of the recipient personally, the jurisdiction of the Federal courts for the enforcement of all these responsibilities, in my capacity as certifying officer of the responsible entity.

Signature of Certifying Officer of the Responsible Entity

Title of Certifying Officer

Mayor, City of Bellevue

Date signed

X

Address of Certifying Officer

1500 Wall Street, Bellevue, NE 68005

**Part 3. To be completed when the Recipient is not the Responsible Entity**

The recipient requests the release of funds for the programs and activities identified in Part 1 and agrees to abide by the special conditions, procedures and requirements of the environmental review and to advise the responsible entity of any proposed change in the scope of the project or any change in environmental conditions in accordance with 24 CFR 58.71(b).

Signature of Authorized Officer of the Recipient

Title of Authorized Officer

Date signed

X

We, the undersigned, certify under penalty of perjury that the information provided above is true and correct. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012, 1014; 31 U.S.C. §§ 3729, 3802)

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE:		SUBMITTED BY:	
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:

Demo proposal for 11320 S 47th t Bellevue, NE 68137 - LEGAL: LOT 116 ASHFORD HOLLOW

SYNOPSIS/BACKGROUND:

A resolution was passed by the Bellevue City Council on the 4th Day of November, 2025 ordering the structures at 113020 S 47th St. Bellevue, NE. to be torn down by December 4th 2025. This has not happened and no demolition permit has been secured with the permits department to remove the structures therefore; bids were requested for the removal of the structures located at 113020 S 47th St.

FISCAL IMPACT: \$16,600.00 BUDGETED FUNDS?: Yes GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: Yes 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: 19 ACCOUNT NUMBER: 6260

RECOMMENDATION:

Accept proposal #1 recommended by the Chief Building Official for the demolition of the structures located at 113020 S 47th St. Bellevue NE. This proposal includes demo of the structures, water and sewer disconnects, inspection for asbestos. After all of the demolition debris is removed, the foundation hole will be filled with clean dirt and the lot left in a graded, seeded and safe condition.

ATTACHMENTS:

- Christensen Excavation Co.
- heimes Corp.
- Big A Demo and Excavating
- 
- 
- 

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*Handwritten signatures and initials over horizontal lines.*

#1

# Proposal

Page # \_\_\_\_\_ of \_\_\_\_\_ pages

**CHRISTENSEN  
EXCAVATING CO., INC.**  
6625 "C" St.  
OMAHA, NEBRASKA 68106

**PHONE: (402) 393-2917**  
**CELL: (402) 677-5550**



JUST CAT'N AROUND

PROPOSAL SUBMITTED TO: <i>The City of Bellevue</i>	JOB NAME <i>Demolition</i>	JOB #
ADDRESS <i>1510 Wall St</i>	JOB LOCATION <i>11320 S 47th St</i>	
<i>Bellevue, NE 68105</i>	DATE	DATE OF PLANS
PHONE #	FAX #	ARCHITECT

We hereby submit specifications and estimates for: *This bid covers the following:*

- *Demolition of house at 11320 S 47th street*
- *cutOff of sewer and water*
- *obtain permit*
- *inspect for asbestos*
- *fill in hole with clean fill dirt after demolition and make up disturbed areas.*

*Total:*  
*\$ 16,600.00*

We propose hereby to furnish material and labor -- complete in accordance with the above specifications for the sum of:

\$ *sixteen thousand six hundred and 00/100* Dollars

with payments to be made as follows: \_\_\_\_\_

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully submitted

*Dw. M. LA*

Note — this proposal may be withdrawn by us if not accepted within \_\_\_\_\_ days.

## Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature \_\_\_\_\_

Date of Acceptance \_\_\_\_\_

Signature \_\_\_\_\_

#2



# Proposal

**Excavating & Utilities Division**  
9144 South 147<sup>th</sup> Street • Omaha, NE 68138-3866  
(402) 894-1000 • Fax (402) 894-2444

Proposal Submitted To  
**City of Bellevue**  
**210 W. Mission Ave**  
**Bellevue, NE 68005**  
**Attn.: Mike**

Date **11/26/205**  
Phone **402.293.3032**  
Email **[Mike.Christensen@bellevue.net](mailto:Mike.Christensen@bellevue.net)**  
Job Info **House Demolition**  
**11320 S 47<sup>th</sup> ST. - Bellevue**

## House Demolition

Furnish water and sanitary sewer service disconnections  
Obtain NESHAP notification paperwork (inspection by the City of Bellevue)  
Demolish (1) single story-walkout house including basement foundation and footings  
Remove concrete and miscellaneous above-grade junk materials  
Haul off and legally dispose of all non-hazardous material  
Import and compact fill to bring building footprint up to grade level – sloped grade  
Furnish and install fescue seed and erosion control fabric

**BID PRICE \$ 25,746.00**

### NOTES:

Performance bond has been included  
\*\*410 CY of soil will be imported to fill the void left from the foundation – if no dirt fill is required, DEDUCT \$ 6,250.00 from bid price  
Water service will be disconnected from main per MUD requirements  
Seed and fabric will be placed on new fill only  
No pavement replacement has been included  
No compaction testing has been included – soil will be track compacted with track loader  
No salvage of any material has been included, all material will be disposed  
No removal of sewer lines outside of building footprint has been included  
No removal of wet or unsuitable soil has been included  
Any hazardous materials discovered may require change pricing to remove from site; otherwise, they will be container stored for owner disposal  
Exterior yard improvements will be left in place  
Existing concrete driveway will be impacted from excavator weight – no replacement is included  
Heimes Corp is currently (4) weeks out from being able to mobilize demolition equipment

*All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.*

**Matt Sykora for Heimes Corp.**

This proposal may be withdrawn by us if not accepted within 30 days.

### Acceptance of Proposal

*The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.*

Date of Acceptance \_\_\_\_\_ Authorized Signature \_\_\_\_\_

#3

**ESTIMATE**

**Big A Demo & Excavating**  
1802 Mason St  
Omaha, NE 68108-3126

mike@bigademolition.com  
+1 (402) 210-5422  
bigademolition.com



**Bill to**  
Mike Christensen  
City of Bellevue NE

**Ship to**  
Mike Christensen  
City of Bellevue NE

**Estimate details**

Estimate no.: 1120  
Estimate date: 11/24/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1	11/24/2025	Demo & Excavating	Demolition and backfill of 11320 S.47th street including disconnects	1	\$26,037.00	\$26,037.00
2	11/24/2025	Demo & Excavating	Demolition and backfill of 1416 Fairfax RD including disconnects	1	\$17,775.00	\$17,775.00
<b>Total</b>						<b>\$43,812.00</b>

Accepted date

Accepted by

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE:		SUBMITTED BY:	
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:**  
Demo proposal for 1416 Fairfax Road Bellevue, NE 68005 - LEGAL: LOT 153 BIRCHCREST

**SYNOPSIS/BACKGROUND:**  
A resolution was passed by the Bellevue City Council on the 4th Day of November, 2025 ordering the structures at 1416 Fairfax Road to be torn down by December 4th 2025. This has not happened and no demolition permit has been secured with the permits department to remove the structures therefore; bids were requested for the removal of the structures located at 1416 FAirfax Road.

FISCAL IMPACT:: \$13,400.00 BUDGETED FUNDS?: Yes GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: Yes 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: 19 ACCOUNT NUMBER: 6260

**RECOMMENDATION:**  
Accept proposal #1 recommended by the Chief Building Official for the demolition of the structures located at 1416 FAirfax Road Bellevue NE. This proposal includes demo of the structures, water and sewer disconnects, inspection for asbestos. After all of the demolition debris is removed, the foundation hole will be filled with clean dirt and the lot left in a graded, seeded and safe condition.

ATTACHMENTS:

1. Christensen Excavation Co. 2. heimes Corp. 3. Big A Demo and Excavating  
4. 5. 6.

SIGNATURES:

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

#1

# Proposal

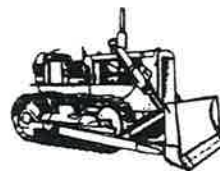
Page # \_\_\_\_\_ of \_\_\_\_\_ pages

## CHRISTENSEN EXCAVATING CO., INC.

6625 "C" St.  
OMAHA, NEBRASKA 68106

PHONE: (402) 393-2917

CELL: (402) 677-5550



JUST CAT'N AROUND

PROPOSAL SUBMITTED TO: <i>The City of Bellevue</i>	JOB NAME <i>Demolition</i>	JOB #
ADDRESS <i>1510 Wall St</i>	JOB LOCATION <i>1416 Fairfax Rd.</i>	
<i>Bellevue NE, 68005</i>	DATE	DATE OF PLANS
PHONE #	FAX #	ARCHITECT

We hereby submit specifications and estimates for:

*This bid covers the following:*

- *demolition of house at 1416 Fairfax Rd.*
- *cut off of sewer and water*
- *inspect for asbestos*
- *obtain permit*
- *fill in hole with clean fill dirt after demolition and shape up disturbed areas*

*total:*

*\$ 13,400.<sup>00</sup>*

We propose hereby to furnish material and labor - complete in accordance with the above specifications for the sum of:

\$ *thirteen thousand four hundred and 00/100* \_\_\_\_\_ Dollars

with payments to be made as follows: \_\_\_\_\_

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully submitted

Note - this proposal may be withdrawn by us if not accepted within \_\_\_\_\_ days.

## Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature \_\_\_\_\_

Date of Acceptance \_\_\_\_\_

Signature \_\_\_\_\_

#2



# Proposal

**Excavating & Utilities Division**  
9144 South 147<sup>th</sup> Street • Omaha, NE 68138-3866  
(402) 894-1000 • Fax (402) 894-2444

Proposal Submitted To  
**City of Bellevue**  
**210 W. Mission Ave**  
**Bellevue, NE 68005**  
**Attn.: Mike**

Date **11/26/205**  
Phone **402.293.3032**  
Email **[Mike.Christensen@bellevue.net](mailto:Mike.Christensen@bellevue.net)**  
Job Info **House Demolition**  
**1416 Fairfax RD. - Bellevue**

## House Demolition

Furnish water and sanitary sewer service disconnections  
Obtain NESHAP notification paperwork (inspection by the City of Bellevue)  
Demolish (1) two story house including basement foundation and footings  
Remove concrete and miscellaneous above-grade junk materials  
Haul off and legally dispose of all non-hazardous material  
Import and compact fill to bring building footprint up to grade level – sloped grade  
Furnish and install fescue seed and erosion control fabric

**BID PRICE \$ 21,331.00**

### NOTES:

- Performance bond has been included
- \*\*300 CY of soil will be imported to fill the void left from the foundation – if no dirt fill is required, DEDUCT \$ 4,200.00 from bid price
- Water service will be disconnected from main per MUD requirements
- Seed and fabric will be placed on new fill only
- No pavement replacement has been included
- No compaction testing has been included – soil will be track compacted with track loader
- No salvage of any material has been included, all material will be disposed
- No removal of sewer lines outside of building footprint has been included
- No removal of wet or unsuitable soil has been included
- Any hazardous materials discovered may require change pricing to remove from site; otherwise, they will be container stored for owner disposal
- Exterior yard improvements will be left in place
- Existing concrete driveway will be impacted from excavator weight – no replacement is included
- Heimes Corp is currently (4) weeks out from being able to mobilize demolition equipment

*All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.*

**Matt Sykora for Heimes Corp.**  
This proposal may be withdrawn by us if not accepted within 30 days.

### Acceptance of Proposal

*The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.*

Date of Acceptance \_\_\_\_\_ Authorized Signature \_\_\_\_\_

#3

**ESTIMATE**

Big A Demo & Excavating  
1802 Mason St  
Omaha, NE 68108-3126

mike@bigademolition.com  
+1 (402) 210-5422  
bigademolition.com



**Bill to**  
Mike Christensen  
City of Bellevue NE

**Ship to**  
Mike Christensen  
City of Bellevue NE

**Estimate details**

Estimate no.: 1120  
Estimate date: 11/24/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.	11/24/2025	<b>Demo &amp; Excavating</b>	Demolition and backfill of 11320 S.47th street including disconnects	1	\$26,037.00	\$26,037.00
2.	11/24/2025	<b>Demo &amp; Excavating</b>	Demolition and backfill of 1416 Fairfax RD including disconnects	1	\$17,775.00	\$17,775.00

**Total** **\$43,812.00**

**Accepted date**

**Accepted by**

CITY OF BELLEVUE, NEBRASKA  
 AGENDA ITEM COVER SHEET

16d.  
 12/16/2025

COUNCIL MEETING DATE: December 16, 2025		SUBMITTED BY: David Goedecken-Public Works Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

**BPW 260107 - ST26(07) Ft Crook & Childs Rd Signals Improvements**

SYNOPSIS/BACKGROUND:

Felsburg Holt & Ullevig will provide engineering services for the design through construction phase for the permanent traffic signal improvements at the intersection of Ft Crook Rd and Child Rd. for the not to exceed amount of \$100,925.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?:  YES  COUNTER-PARTY:  Felsburg Holt & Ullevig INTERLOCAL AGREEMENT:  NO

CONTRACT DESCRIPTION:  US 75 and Capehart Traffic Signal Improvements

CONTRACT EFFECTIVE DATE:  CONTRACT TERM:  CONTRACT END DATE:

PROJECT NAME:  Ft Crook & Childs Rd Signals Improvements

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

CIP PROJECT NAME:  Ft Crook & Childs Rd Signals Improvements CIP PROJECT NAME:  ST26(07)

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

ACCOUNTING DISTRIBUTION CODE:  ACCOUNT NUMBER:

RECOMMENDATION:

City Council to approve and authorize the Mayor to sign the agreement between the City of Bellevue and FHU for the not to exceed amount of \$100,925.

ATTACHMENTS:

1. <input type="checkbox"/> Agreement	2. <input type="checkbox"/>	3. <input type="checkbox"/>
4. <input type="checkbox"/>	5. <input type="checkbox"/>	6. <input type="checkbox"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*Handwritten signatures in blue ink:*  
 Daniel Willis  
 [Signature]  
 [Signature]



November 24, 2025

EXHIBIT A

Mr. John Krager, PE  
Public Works  
City of Bellevue  
1510 Wall Street  
Bellevue, NE 68005

**RE: Proposal for Engineering Design Services  
Fort Crook Road and Childs Road Intersection Improvements**

Dear John:

Thank you for the opportunity to submit this proposal to complete the design of the public improvements at the intersection of Fort Crook Road and Childs Road in Bellevue, Nebraska. Improvements include a full traffic signal replacement, ADA ramps on the east side of the intersection, concrete panel reconstruction on the east leg of Childs Road, and analysis of railroad preemption to the west. The information used to prepare this proposal is based on our discussions.

Felsburg Holt & Ullevig (FHU) proposes to conduct the design with our in-house team of transportation professionals. **Adam Denney, PE, PTOE**, will serve as Principal-in-Charge, and **Tyler Wilson, PE**, will serve as Project Manager. The project team will design the traffic signals, design curb ramps to ADA standards, identify roadway concrete panels to be reconstructed, analyze railroad preemption, identify right-of-way (ROW) impacts (if any), and develop a cost estimate.

FHU is teaming with two subconsultants to deliver this project. **Ehrhart Griffin & Associates (EGA)** will conduct an initial topographical survey, as well as additional surveys as needed, and construction management. **Thiele Geotech, Inc.** will provide geotechnical services and construction materials testing.

## Scope of Services

The following tasks describe the engineering services to be provided by FHU to the City to complete the design of the public improvements at the intersection of Fort Crook Road and Childs Road. This agreement consists of the development of design plans and construction documents.

### Task 1. Project Management

- a. **Project Management:** The FHU Project Manager, Tyler Wilson, PE, will serve as point of contact, maintain project schedule and budget, coordinate work, and provide regular progress reports with invoices. Adam Denney, PE, PTOE, will serve as the Principal-in-Charge.
- b. **Quality Assurance/Quality Control (QA/QC):** FHU will perform QA/QC checks at various stages of the study including before any official submittal.

## Task 2. Meetings

- a. **Kickoff Meeting:** FHU will attend a kickoff meeting with City staff. This task includes preparing an agenda and meeting minutes.
- b. **Progress Meetings:** FHU will attend two progress/review meeting with City staff to review preliminary plans. If requested by the City, FHU can attend additional meetings to report on project progress and answer questions at our standard hourly rates.
- c. **No Stakeholder Meetings:** If the City requests stakeholder meetings, FHU will provide a fee estimate to prepare materials and attend the meetings.
- d. **No Public Information Meetings:** If the City requests a public meeting, FHU will provide a fee estimate to prepare displays and handouts for the public meeting and attend the public meeting.

## Task 3. Topographic Information

- a. **Survey:** EGA will conduct an initial survey to support preliminary and final design. The survey will document existing ground elevations at one-foot contour intervals and spot elevations at pavement edges, gutter lines, and grade-critical locations. Storm and sanitary structures will be surveyed for size, location, and inverts where accessible, with underground utilities identified through one-call locates and record information. EXHIBIT E provides a detailed breakdown of the fee and scope.

## Task 4. Geotechnical Investigation

- a. **Geotechnical Analysis:** Thiele Geotech, Inc. will conduct geotechnical exploration through the advancement of soil borings, testing of samples in the field and in the laboratory, and analyses of the soil conditions encountered to determine recommendations for roadway subgrade preparation and pavement design. It is estimated that two (2) soil borings, two (2) pavement cores, and one (1) cone sounding will be conducted for the project.
- b. **Materials Testing:** Thiele Geotech, Inc. will conduct geotechnical exploration through the advancement of soil borings, testing of samples in the field and in the laboratory, and materials testing. EXHIBIT F provides a detailed breakdown of the fee and scope.

## Task 5. Utility Coordination

- a. **Utility Location/Verification:** FHU will review the utility locations shown in the existing topographic survey provided and verify these locations during field inspections. Plans will be printed and distributed to the utility companies for verification of ownership, type, size, location, and cased or uncased. FHU will request that the utility companies return marked up plans with utility verification.
- b. **Utility Conflict Meetings/Coordination:** Identification and verification by the utility companies of major utility conflicts such as fiber optic lines, gas pipelines, crude oil pipelines, high-pressure waterlines,

transmission lines, etc., will be accomplished early in the design process. FHU does not anticipate any significant conflicts; however, if a conflict is identified, FHU and the City's Project Manager will discuss the conflicts and attempt to avoid them. If avoidance is not possible, FHU will then request the utility company to verify the conflict and provide a preliminary plan to relocate the utility in conflict.

FHU shall include time for coordination via phone calls, emails, and one-on-one meetings with affected utilities, depending on the complexity of the potential conflict.

## Task 6. Traffic Analysis

- a. **Timings and Phasing:** FHU will develop signal timings for the proposed traffic signal. FHU will also analyze left-turn phasing requirements. Flashing yellow arrow (FYA) will be implemented. Leading pedestrian interval (LPI) will also be evaluated.
- b. **Railroad Preemption Analysis:** The railroad crossing to the west of the Fort Crook Road and Childs Road intersection (DOT Crossing Inventory Number 817403Y) does not currently have railroad preemption. FHU will collect the necessary background data, including railroad crossing inventory information, crash history, aerial photographs, and other background information, to prepare concept-level cost estimates for implementing railroad preemption. Railroad preemption settings will also be investigated as part of the signal timing review for the intersection of Fort Crook Road with Childs Road. Coordination with the Union Pacific Railroad Company (UP) may be required as part of this task.

This scope does NOT include a railroad preemption study, which may be required by UP before preemption could be installed at this location. If it is determined that railroad preemption is desired and UP requires a preemption study, FHU can develop a supplemental scope and fee for those services.

## Task 7. Design Plan Submittals

- a. **Preliminary Plans:** FHU shall prepare project base plans and plan sheets in accordance with City of Omaha standards. The design will include a new traffic signal, concrete roadway panel reconstruction, and ADA compliant curb ramps on the east quadrants of the intersections. FHU will include the following plan sheets in the submittal:
  - Cover Sheet
  - Typical Sections Sheet
  - General Note Sheets
  - Horizontal/Vertical Control Sheets
  - Geometric and Grade Sheets
  - Roadway Construction and Removal Sheets
  - Right-of-Way Plan Sheets (if applicable)
  - Pavement Marking & Signing Sheets

- Traffic Signal Sheets
- b. **Final Plans:** FHU will prepare a final plan set in accordance with City of Omaha standards. This includes, but is not limited to, the following sheets:
- Cover Sheet
  - Typical Sections Sheet
  - Summary of Quantities Sheet
  - General Notes Sheet
  - Detail Sheets
  - Horizontal/Vertical Control Sheets
  - Construction Phasing Sheets
  - Geometric Sheet and Grade Sheets
  - Roadway Construction and Removal Sheets
  - Right-of-Way Plan Sheets (if applicable)
  - Pavement Marking & Signing Sheets
  - Traffic Signal Sheets
- c. **Cost Estimates:** FHU will prepare a detailed cost estimate for all items related to construction of the traffic signal. We will submit quantities to the City of Bellevue for each submittal using City of Omaha standard bid items. FHU will prepare estimates of probable cost using recent bid tabulations and other information.
- d. **Right-of-Way Documents:** If it is determined temporary easements and right-of-way acquisition will be needed, FHU will submit a supplement to this contract to prepare the necessary documents.
- e. **Special Provisions:** FHU will submit Special Provisions (if necessary) with the plan submittal.
- f. **Final Plan Submittal:** Upon incorporating review comments into the plan set and special provisions, FHU will prepare and submit all drawings, special provisions, and an updated total project cost estimate to the City's Project Manager for final review. Upon acceptance of the final plans, FHU will prepare and submit the bid package to the City's Project Manager. The bid package will include sealed drawings, sealed special provisions, and engineer's estimate.

## Task 8. Construction Phase Services

- a. **Contract Document:** FHU will prepare the necessary contract documents through the City of Bellevue for the project.
- b. **Construction Meetings:** FHU will attend the following meetings:

- **Preconstruction Meeting:** FHU will attend the preconstruction meeting review the EGA prepared meeting agenda and meeting minutes.
  - **Site Visits:** FHU will make up to two (2) site visits to reconcile issues with the contractor in the field.
  - **Weekly Progress Meeting:** FHU will attend up to eleven (11) weekly on-site progress meeting with the Contractor, EGA, and City staff in the field. FHU will prepare the weekly progress meeting minutes.
  - **Assumes meetings are two hours per person** per meeting, including preparations, attendance and meeting minutes. Project Manager will attend **Weekly Meetings** virtually.
- c. **Construction Management Services:** EGA will perform construction management services and coordinate with FHU, as necessary. The construction management fee, identified in Exhibit E, is an estimate based on 60 working days. The level of effort and timeline will be further refined during the design of the project.
- d. **Construction Observation Reports:** FHU will coordinate and review weekly construction observation reports as prepared by EGA.
- e. **Shop Drawing Review:** FHU will review and coordinate with City staff for up to two (2) shop drawings for the project.
- f. **Contractor Questions:** FHU will be available to answer any questions from the Contractor that may arise during construction.
- g. **Plan Revisions:** FHU will prepare up to two (2) plan revisions for the project should they be needed.
- h. **Record Drawings:** FHU will coordinate with EGA to provide CAD Drawings for the preparation of the Record Drawings.

## Fee Estimate

FHU proposes to conduct the traffic study on a “time and materials” basis. Under such an agreement, we are compensated on an hourly basis for all labor. Other direct costs, such as printing, are reimbursed at a rate of 1.1 times actual cost. The following represent our standard hourly billing rates for the personnel expected to be involved in this project:

<b>Personnel</b>	<b>Hourly Billing Rate</b>
Principal I	\$310
Associate	\$305
Engineer III	\$180
Engineer II	\$140
Engineer I	\$125
Administration	\$110

At these standard hourly rates, we have estimated that the design plans could be completed for a **maximum budget of \$100,925**. We have attached a detailed fee estimate (EXHIBIT B) and a copy of our 2026 standard rate sheet (EXHIBIT C). This amount would be established as a “not to exceed” limit beyond which no charges could be made without your prior approval. If attendance at additional meetings is required, we can do so at our standard hourly rates.

## Schedule

FHU proposes to complete the preliminary plans approximately 90 days after a notice to proceed and receipt of the survey. Upon receipt of review comments from the City of Bellevue, FHU will submit final plans within 45 days. Should the City require additional design features to be included in the plans, we will notify you immediately regarding any impact to the cost of the project or the project schedule.

If you have any questions about this proposal, please give me a call. Thank you for the opportunity to work with you and your staff on this project. If the scope of services and fee are acceptable, please have the appropriate official sign in the space provided below. By signing this agreement, the client agrees to the terms of the attached Letter Agreement Standard Provisions (EXHIBIT D). Please return a signed copy of this contract proposal for our files.

Sincerely,

### FELSBURG HOLT & ULLEVIG



Adam Denney, PE, PTOE  
Principal

\_\_\_\_\_  
Accepted By



Tyler Wilson, PE  
Project Manager

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

#### Attachments

- EXHIBIT B: Detailed Fee Estimate
- EXHIBIT C: 2026 Standard Rates Sheet
- EXHIBIT D: Letter Agreement Standard Provisions
- EXHIBIT E: EGA Detailed Fee and Scope
- EXHIBIT F: Thiele Detailed Fee and Scope

# Fort Crook Rd N & Childs Rd E

## Intersection Improvements Design

Workhour and Fee Estimate

EXHIBIT B



	Principal I	Associate	Engineer III	Engineer II	Engineer I	Admin	Total
<b>Task 1 Project Management</b>	6	0	18	0	0	0	<b>\$5,100</b>
Project Management			18				\$3,240
QA/QC	6						\$1,860
<b>Task 2 Meetings</b>	6	0	18	0	0	0	<b>\$5,100</b>
Kick-off Meeting	2		6				\$1,700
Progress Meetings	4		12				\$3,400
							\$0
<b>Task 3 Topographic Information (FHU Coordination)</b>	0	0	2	0	4	0	<b>\$860</b>
Survey (Provided by EGA)			2		4		\$860
<b>Task 4 Geotechnical Investigation (FHU Coordination)</b>	0	0	2	0	0	0	<b>\$360</b>
Geotechnical Analysis (Provided by Thiele)			2				
Materials Testing (Provided by Thiele)			2				
<b>Task 5 Utility Coordination</b>	0	0	16	0	16	0	<b>\$4,880</b>
Utility Location/Verification			8		8		\$2,440
Utility Conflict Meetings/Coordination			8		8		\$2,440
<b>Task 6 Traffic Analysis</b>	8	6	0	14	2	4	<b>\$6,960</b>
Timings and Phasing	2	6		6	2		\$3,540
Railroad Preemption Analysis	6			8		4	\$3,420
<b>Task 7 Design Plan Submittals</b>	0	6	68	0	96	0	<b>\$26,070</b>
Preliminary Plans		2	32		48		\$12,370
Final Plans		2	24		32		\$8,930
Cost Estimates			4		8		\$1,720
Right-of-Way Documents			2		2		\$610
Special Provisions			2		2		\$610
Final Plan Submittal		2	4		4		\$1,830
<b>Task 8 Construction Phase Services</b>	0	6	18	2	0	4	<b>\$5,790</b>
Contract Documents		2	6	2		4	\$2,410
Shop Drawing Review		2	6				\$1,690
Contractor Questions		1	3				\$845
Construction Management (Provided by EGA)		1	3				\$845
<b>TOTAL HOURS</b>	<b>20</b>	<b>18</b>	<b>140</b>	<b>16</b>	<b>118</b>	<b>8</b>	<b>320</b>
<b>TOTAL LABOR / HR RATE</b>	<b>\$310</b>	<b>\$305</b>	<b>\$180</b>	<b>\$140</b>	<b>\$125</b>	<b>\$110</b>	
<b>TOTAL LABOR COSTS</b>	<b>\$6,200</b>	<b>\$5,490</b>	<b>\$25,200</b>	<b>\$2,240</b>	<b>\$14,750</b>	<b>\$880</b>	<b>\$54,760</b>

### DIRECT PROJECT EXPENSES

Printing	130	\$0.19					\$25
Task 3 - Survey by EGA	1	\$5,920.00					\$5,920
Task 4 - Geotech by Thiele	1	\$5,375.00					\$5,375
Task 8 - Construction Management & Record Drawings by EGA	1	\$34,040.00					\$34,040
Mileage to Bellevue (3 Trips @ 280 Miles)	840	\$0.575					\$483
Mileage to Site (2 Trips @ 280 Miles)	560	\$0.575					\$322

### TOTAL DIRECT PROJECT EXPENSES

\$46,165

### TOTAL PROJECT COST

\$100,925



## 2026 Rate Sheet

The following hourly billing rates apply to all “Time and Materials” contracts.

### Staff Rates

Principal III .....	\$355	Designer IV/Project Technician IV.....	\$190
Principal II .....	\$325	Designer III/Project Technician III.....	\$150
Principal I .....	\$310	Designer II/Project Technician II.....	\$120
Associate .....	\$305	Designer I/Project Technician I .....	\$110
Sr. Adv. Mobility Engineer/Strategist.....	\$265	Construction Group Manager .....	\$235
Adv. Mobility Engineer/Strategist V.....	\$245	Sr. Construction Engineer .....	\$210
Adv. Mobility Engineer/Strategist IV.....	\$220	Construction Engineer V .....	\$180
Adv. Mobility Engineer/Strategist III.....	\$190	Construction Engineer IV .....	\$155
Adv. Mobility Engineer/Strategist II.....	\$145	Construction Engineer III.....	\$135
Adv. Mobility Engineer/Strategist I.....	\$130	Construction Engineer II.....	\$115
Sr. Transit Ops. Engineer/Strategist.....	\$265	Construction Engineer I.....	\$100
Transit Ops. Engineer/Strategist V.....	\$245	Project Admin.....	\$90
Transit Ops. Engineer/Strategist IV.....	\$220	Sr. Construction Technician .....	\$185
Transit Ops. Analyst/Engineer III.....	\$190	Construction Technician V.....	\$155
Transit Ops. Analyst/Engineer II.....	\$145	Construction Technician IV .....	\$135
Transit Ops. Analyst/Engineer I.....	\$130	Construction Technician III.....	\$110
Sr. Engineer .....	\$245	Construction Technician II.....	\$95
Engineer V .....	\$235	Construction Technician I.....	\$80
Engineer IV .....	\$210	Community Engagement Manager .....	\$170
Engineer III.....	\$180	Community Engagement Specialist.....	\$115
Engineer II.....	\$140	Graphic Design Manager.....	\$185
Engineer I.....	\$125	Graphic Design Specialist V.....	\$180
Sr. Env. Scientist.....	\$245	Graphic Design Specialist IV.....	\$170
Env. Scientist V .....	\$230	Graphic Design Specialist III.....	\$145
Env. Scientist IV .....	\$205	Graphic Design Specialist II.....	\$130
Env. Scientist III.....	\$180	Graphic Design Specialist I .....	\$110
Env. Scientist II.....	\$140	Intern II.....	\$95
Env. Scientist I.....	\$125	Intern I.....	\$80
Sr. Trans. Planner.....	\$245	Marketing Manager.....	\$185
Trans. Planner V.....	\$230	Marketing Specialist.....	\$135
Trans. Planner IV.....	\$205	Sr. Administrative Assistant .....	\$170
Trans. Planner III.....	\$180	Administrative/Accountant.....	\$110
Trans. Planner II.....	\$140		
Trans. Planner I.....	\$125		
GIS Manager .....	\$195		
GIS Specialist IV.....	\$180		
GIS Specialist III.....	\$150		
GIS Specialist II .....	\$135		
GIS Specialist I .....	\$125		
Lead ITS Specialist .....	\$220		
CADD Manager/Lead Designer .....	\$235		
Sr. Designer/Project Technician.....	\$220		
Designer V/Project Technician V.....	\$205		

### Other Direct Costs

Bond Plots .....	\$0.31/sq ft
Black and White Prints.....	\$0.12/print
Color Prints .....	\$0.19/print
Bond Foam Core Mounted .....	\$1.51/sq ft
Mileage.....	\$0.700/Mile
	(or current allowable Federal rate)
Truck (Construction) .....	\$50.00/day
Parking, Lodging/Airfare, Courier/Postage, Per Diem, Subconsultants/Vendors .....	Actual Costs

## LETTER AGREEMENT STANDARD PROVISIONS

### A. SERVICES BY THE CONSULTANT

The Consultant agrees to perform all services, hereunder, using reasonable skill and judgment in accordance with applicable professional standards. Consultant agrees to keep the Client informed on its progress through periodic reports, and to maintain accurate records relating to its services for this Project.

The Consultant agrees to provide, directly or by association with such other consultants or contractors as it may deem necessary to further the interest of the Client, the basic services as described in the Scope of Work provided in the signed Letter Proposal or Letter Agreement for the Project.

### B. RESPONSIBILITIES OF THE CLIENT

The Client shall provide and make available to the Consultant, for his use, all maps, property descriptions, surveys, previous reports, historical data, and other information within its knowledge and possession relative to the services to be furnished hereunder. Data so furnished to the Consultant shall remain the property of the Client and will be returned upon completion of its services.

The Client shall make provisions for the Consultant to enter upon public and private properties as required for the Consultant to perform its services hereunder.

### C. EXTRA WORK

The Client may desire to have the Consultant perform work or render services other than those provided in Scope of Work. This will be Extra Work. Work shall not proceed until so authorized by the Client. Payment for all work under this Agreement shall be on an hourly basis plus expenses in accordance with the attached Rate Schedule. Charges for outside services, expenses, and subconsultant work will be billed at 1.10 times the invoice amount.

### D. TIME OF BEGINNING AND COMPLETION

Execution of the Letter Proposal is authorization by the Client for the Consultant to proceed with the work. The original Time of Completion is as noted in the Letter Agreement.

### E. PAYMENT

Unless otherwise provided herein, Consultant shall submit monthly invoices for Basic, Additional or Special Services and for Reimbursable Expenses each month for work that has been performed. If hourly, invoices will be based on labor and expenses incurred. If lump sum, invoices will be based on the percentage of work completed.

Payments not made within 60 days of the billing date shall bear interest at the rate of 1% per month. If any portion of, or an entire account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

### F. DELAYS

If the Consultant is delayed at any time in the progress of work by any act or neglect of the Client or its agents, employees, or contractors, or by changes in the work, or by extended review

by the Client, fire, unavoidable casualties, or by any causes beyond the Consultant's control, the time schedule shall be extended for a reasonable length of time, and Consultant's compensation may be subject to renegotiation for increased expenses due to escalation of prices, extended services, rework, and/or other expenses incidental to such delays.

### G. OWNERSHIP OF DOCUMENTS

All drawings, specifications, reports, records, and other work products developed by the Consultant associated with this Project are instruments of service for this Project only and shall remain the property of the Consultant whether the Project is completed or not. The Consultant shall furnish originals or copies of such work product to the Client in accordance with the services required hereunder. Reuse of any of the work product of the Consultant by the Client on an extension of this Project or on any other Project without the written permission of the Consultant shall be at the Client's risk and the Client agrees to defend, indemnify, and hold harmless the Consultant from all claims, damages, and expenses, including reasonable attorney's fees, arising out of such unauthorized reuse by the Client or by others acting through the Client. Any reuse or adaptation of the Consultant's work product shall entitle the Consultant to equitable compensation.

### H. INSURANCE

During the services, the Consultant shall maintain Workmen's Compensation and Occupational Disease Insurance in accordance with applicable laws and statutory limits; Automobile Liability with a combined single limit coverage of \$1,000,000; and Commercial General Liability of \$1,000,000 per occurrence, \$2,000,000 aggregate; and Professional Liability Insurance as detailed in Section P below. Upon request, the Consultant shall provide certificates of insurance to the Client indicating compliance with this paragraph.

### I. TERMINATION

Either the Client or the Consultant may terminate this Agreement at any time with or without cause upon giving the other party fourteen (14) calendar days prior written notice. The Client shall within sixty (60) calendar days of termination pay the Consultant for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this contract.

### J. DISPUTES

Any claim, dispute, or other matter in question between the Client and the Consultant, arising out of or relating to either's obligations to the other under this Agreement, shall, if possible, be resolved by negotiation between the Client's representative and the Consultant Principal-in-Charge for the Project. Client and Consultant each commit to seeking resolution of such matters in an amicable, professional, and expeditious manner. If a matter cannot be resolved by these parties, no later than thirty (30) calendar days after either party submits an issue in writing for resolution, executive

## LETTER AGREEMENT STANDARD PROVISIONS

management representatives for the Client and Consultant shall attempt to resolve the matter through additional good faith negotiations. If resolution cannot be reached within an additional thirty (30) calendar days, the Client and Consultant agree that all such unresolved disputes shall be submitted to nonbinding mediation, then arbitration.

Pending final resolution of the dispute, the Consultant shall proceed diligently with the performance of the Basic Services as described in Article A, as directed by the Client and the Client shall continue to pay the undisputed payments due to the Consultant for such services in accordance with the payment provisions of this Agreement.

### **K. GOVERNING LAW**

Unless otherwise agreed in writing, this Agreement and the interpretation thereof shall be governed by the law in the state the Project site is located, without regard to the principles of conflict law. Any filing of case, suit, or action related to this Agreement will be brought in such state.

### **L. SUCCESSORS AND ASSIGNS**

The Client and the Consultant each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party with respect to all covenants of this Agreement. Neither party shall assign or transfer its interest in this Agreement without the written consent of the other.

### **M. EXTENT OF AGREEMENT**

This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations and representations. Nothing herein shall be deemed to create any contractual relationship between the Consultant and any other consulting business, or contractor, on the Project, nor obligate it to furnish any notices required under other such contracts, nor shall anything herein be deemed to give anyone not a party to this Agreement any right of action against a party which does not otherwise exist without regard to this Agreement.

### **N. NOTICES**

All notices and instructions given by either party to the other shall be in writing. Either party hereto shall have the right to change its contact address by giving the other party written notice thereof.

### **O. ACCURACY OF SERVICES**

The Consultant shall use reasonable professional skill and judgment in providing the services, hereunder, but does not warrant that such services are without errors and/or omissions. If, during the authorized use and prudent interpretation of documents or advice furnished by the Consultant, an error or omission is discovered within a reasonable time, the Consultant shall be responsible for correction of any work which must be

removed or altered to meet the Project requirements, provided the Consultant is given a reasonable opportunity to make remedial recommendations and to correct or arrange for the correction of the work itself.

In providing opinions of probable construction cost, the Client understands that the Consultant has no control over costs or the price of labor, equipment, or materials, or the Contractor's method of pricing, and that the opinions of probable construction costs provided herein are to be made based on Consultant's qualifications and experience. The Consultant makes no warrant, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

### **P. INDEMNIFICATION & LIMITATION OF LIABILITY**

The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from any damage, liability, or cost (including any reasonable attorney's fees) to the extent caused by the Consultant's negligent acts, errors, or omissions in the performance of professional services under this Agreement and those of any subconsultants or anyone for whom the Consultant is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold the Consultant harmless from any damage, liability, or cost (including reasonable attorneys' fees) to the extent caused by the Client's negligent acts, errors, or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the Client is legally liable and arising from the Project that is the subject of this Agreement.

To the maximum extent permitted by law, the Client agrees to limit the Consultant's professional liability for the Client's damages to the sum of \$250,000 or the Consultant's fee, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted. The Client specifically agrees that it has had the opportunity to negotiate this Limitation of Professional Liability clause and to accept or reject its inclusion herein.

**Upon execution of the Letter Agreement or Letter Proposal, the Client thereby agrees to the terms of these Standard Provisions.**



**CONSTRUCTION MANAGEMENT AND LAND SURVEY PROPOSAL  
CITY OF BELLEVUE FT. CROOK AND CHILDS RD  
FORT CROOK & CHILDS RD., BELLEVUE, NE**

**November 14, 2025**

This agreement for limited professional civil engineering and land surveying services (hereinafter referred to as "Agreement") to be provided by **Ehrhart Griffin & Associates** (hereinafter referred to as "A/E") for **FELSBURG, HOLT & ULLEVIG** (hereinafter referred to as **Client**). General Conditions are attached in Exhibit "A".

**ARTICLE 1**

**SCOPE OF SERVICES:** This Scope of Services outlines the professional services to be performed. The following scope of services is based upon the survey limits previously supplied to the A/E by the **Client** and attached as Exhibit "B".

**Basic Scope of Services**

1.1 LAND SURVEYING SERVICES will include the following:

**A. Topographic Survey** with the following specifications:

- Existing grades shall be indicated on survey drawing using contours at a one foot interval. Such grades shall be tied in with suitable bench mark.
- Grades at edge of pavements and/or gutter line and spot elevations shall be included in the electronic drawing.
- Above ground improvements such as: sidewalks, curbs, culverts, utility poles, signs, traffic signals, alleys, retaining walls and trees.
- Tree lines will be established for cluster areas and isolated trees 6" diameter and greater will be located.
- Location(s), size(s) and invert elevation(s) of storm and sanitary sewers determined from surface evidence, above ground inspection of accessible manholes and record information.
- Water, gas, electrical, telephone and other underground utility mains from marking or information obtained by a design one-call request
- Service locations will be shown where information is available.
- North will be oriented to top or right of drawing unless otherwise requested.
- Location, dimensions and brief description of existing building(s) and structure(s) on property.
- Surfaces of streets, roads, and alleys.
- Scale to be as requested.
- Street address of property (where possible).
- Building set-back requirements.
- Zoning of the property.
- Signature and seal of a licensed land surveyor
- Description of corner pins found.
- Right-of-way lines with bearings, curve data, plat or record distances and actual field measurements.
- Encroachments.
- Scale, North direction and surveyor's certification.

The drawings will be prepared in AutoCAD Civil 3D, Ver 2025 format and a compact disc will be furnished, unless otherwise requested.

1.2 BASIC A/E CONSTRUCTION MANAGEMENT: services will include the following:

A. Preconstruction Meeting and Project Initiation:

1. The A/E will attend a pre-construction meeting with the City of Bellevue staff and the contractor to review the construction schedule, establish a weekly progress meeting date and time, and discuss construction specific items related to the project. The A/E will generate meeting minutes for review by all meeting attendees.

B. Construction Phase:

1. The A/E will attend weekly progress meetings for the duration of the project to review project schedule and completion percentage, discuss ongoing construction activities, and answer questions related to the project.
2. The A/E will generate a weekly report documenting construction activity on site for the Client to review and approve.
3. The A/E will observe the site conditions to determine if on-site erosion control measures adhere to the site SWPPP plan and generate a report documenting the current site conditions at the time of observation. Reports will be formatted to meet City of Bellevue requirements.

C. Post Construction, Record Drawings

1. The A/E will obtain relevant topographical information of the construction site and generate record drawings to document the as-built site conditions. The record drawings will be formatted to meet City Bellevue requirements and be submitted to the City for review upon project completion.

1.3 SPECIFIC ANTICIPATED REIMBURSABLE EXPENSES other than those listed below in Paragraph 2.2 will include the following:

- None anticipated at this time

1.4 SUB-CONSULTANT SERVICES are EXCLUDED from this proposal.

1.5 ADDITIONAL SERVICES: Services required in addition to those listed above will be performed at the A/E's prevailing standard hourly billing rates as shown in the Standard Hourly Rate Schedule in the General Conditions - Exhibit "A".

**ARTICLE 2**

**FEE ARRANGEMENT & SCHEDULE**

2.1 PROFESSIONAL FEES: The A/E agrees to provide the above services on a lump sum (LS) and hourly not to exceed (HNTE) basis in addition to reimbursable expenses (See 2.2) as follows:

1.1A Topographic Survey	\$5,920.00 (LS)
1.2A Preconstruction Meeting and Project Initiation	\$1,600.00 (HNTE)
1.2B Construction Phase	\$28,800.00 (HNTE)
1.2C Post Construction, Record Drawings	\$3,640.00 (HNTE)
<b>TOTAL</b>	<b>\$39,960.00</b>

A notice to proceed or begin services will constitute an acceptance of this Contract/Proposal and the terms attached within.

Engineer may alter the distribution of compensation for individual tasks listed above, but the overall lump sum fee shall not be exceeded unless approved by the Client

**2.2 REIMBURSABLE EXPENSES:** None anticipated. Possible reimbursable expenses will include full size bond copies and mylars reproductions, in-house and express messenger deliveries, contract and in-house reproduction, postage and mileage.

**2.3 PAYMENT:** The A/E will bill the **Client** on a monthly basis based on percent of work completed. Billings will be provided on dates necessary to meet the **Client** payment approval schedule. Payment terms are 30 days. The **Client** has 90 days from the date of the invoice to notify the A/E of any objections to any portion of the invoice. If no objections are received by the A/E within the 90 days then the invoice is considered acceptable and shall be paid in full.

**2.4 SCHEDULE:** Approximately 4 weeks from notice to proceed will be required to complete survey. The schedule is somewhat dependent on weather, site conditions, and availability of utility and title information. Construction Management services schedule will be identified by the **Client** and must be agreed to in writing by the A/E. The **Client** shall notify the A/E of any submittal constraints in a timely manner so that appropriate scheduling may take place.

**2.5 CONTRACT REPRESENTATIVE:** Shane R. Baker, LS of Ehrhart Griffin & Associates will serve as project manager and contact for the A/E for this project. The **Client** shall designate a staff member to serve in a similar capacity.

**2.6 UTILITY DISCLAIMER:** The A/E relies on utility companies to provide information on their existing infrastructure and facilities, whether underground or above ground. The A/E is not responsible for incomplete or incorrect information provided by the utility companies and bears no legal responsibility for damages to the property Owner, Developer, Architect or other interested parties as a result of said information.

**EXHIBITS:**

- Exhibit "A" - General Conditions
- Exhibit "B" - Survey Limits

EGA Project No: EGA251223

CITY OF BELLEVUE FT. CROOK AND CHILDS RD  
FORT CROOK & CHILDS RD., BELLEVUE, NE

**Contracting Party**

**Client:**

**FELSBURG, HOLT & ULLEVIG**

Signature: \_\_\_\_\_

By: **JOSH PALIK**

Title: \_\_\_\_\_

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

Address: 1300 WALNUT STREET, SUITE 101  
DES MOINES, IA 50309

Phone: 515-493-2757

Fax: \_\_\_\_\_

E-mail: joshua.palik@fhueng.com;accounting@fhueng.com

A/E:

**EHRHART GRIFFIN & ASSOCIATES**

Signature:  \_\_\_\_\_

By: Shane R. Baker, LS

Title: Professional Land Surveyor, L.S. - Partner

Date: November 14, 2025

Address: 3552 Farnam Street  
Omaha, NE 68131

PM Phone: (402) 561-2326

PM Mobile: (402) 290-6212

Office Phone: (402) 551-0631

Office Fax: (402) 551-6540

PM E-mail: sbaker@ehrhartgriffin.com

## GENERAL CONDITIONS - EXHIBIT A

**1. ACCESS TO SITE:** Unless otherwise stated, the A/E will have access to the site for activities necessary for the performance of the services at all reasonable hours.

**2. INDEMNIFICATION:** Client agrees to indemnify and hold harmless the A/E from and against any and all claims, damages, losses, and expenses arising out of or resulting from the performance of services under this Agreement, provided that any such claim, damage, loss, or expense is not due to the negligent acts, errors, or omissions of the A/E.

**3. DISPUTE RESOLUTION:** In an effort to resolve any conflicts that arise during the design or construction of the project or following completion of the project, the Client and the A/E agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. The Client and the A/E further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

**4. OWNERSHIP OF DOCUMENTS:** All Documents are instruments of service in respect to this Project, and A/E shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the A/E) whether or not the Project is completed. Client shall have the right to use printed documents upon completion of the work and payment in full of all moneys due to the A/E. The Client shall not reuse or make any modifications to the plans and specifications without the prior written authorization of the A/E. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the A/E from any claim, liability, or cost arising out of or allegedly arising out of any unauthorized reuse or modifications of the construction documents by the Client or any person or entity that acquires or obtains the plans and specifications from or through the Client without the written authorization of the A/E.

**5. CODES AND STANDARDS COMPLIANCE:** The A/E shall put forth the reasonable efforts to comply with codes, regulations, laws, and statutes in effect as of the execution of this Agreement.

**6. CONSTRUCTION OBSERVATION:** The A/E shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractor's work and to determine if the work is proceeding in general accordance with the Contract Documents.

The Client has not retained the A/E to make detailed inspections or to provide exhaustive or continuous project review and observation services. The A/E does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier, or any other entity furnishing materials or performing any work on the project.

**7. DELAYS:** The A/E is not responsible for delays caused by factors beyond the A/E's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove of the A/E's services or work product promptly, or delays caused by

faulty performance by the Client or by contractors of any level. When such delays beyond the A/E's reasonable control occur, the Client agrees the A/E is not responsible for damages, nor shall the A/E be deemed to be in default of this Agreement.

**8. LIMITATION OF LIABILITY:** In recognition of the relative risks and benefits of the project to both the Client and the A/E, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the A/E and their sub consultants to the Client and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of the A/E and his or her sub consultants to all those named shall not exceed \$2,000,000 or the A/E's total fee for services rendered on this project, whichever is greater. Such claims and causes include negligence, professional errors or omissions, strict liability, breach of contract or warranty.

**9. OPINIONS OF PROBABLE COST:** In providing opinions of probable construction cost, the Client understands that the A/E has no control over costs or the price of labor, equipment, or materials, or over the Contractors' method or pricing, and that the opinions of probable construction cost provided herein are to be made on the basis of the A/E's qualifications and experience. The A/E makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

**10. SHOP DRAWING REVIEW:** The A/E shall review and approve Contractor submittals, such as shop drawings, product data, samples and other data, as required by the A/E, but only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrications processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. The A/E's review shall be conducted with reasonable promptness while allowing sufficient time in the A/E's judgment to permit adequate review. Review of a specific item shall not indicate that the A/E has reviewed the entire assembly of which the item is a component. The A/E shall not be responsible for any deviations from the contract documents not brought to the attention of the A/E in writing by the Contractor. The A/E shall not be required to review partial submissions or those which submissions of correlated items have not been received.

**11. ADA COMPLIANCE:** The Americans with Disabilities Act (ADA) provides that it is a violation of the ADA to design and construct a facility for first occupancy later than January 26, 1993, that does not meet the accessibility and usability requirements of the ADA except where an entity can demonstrate that it is structurally impractical to meet such requirements. The Client acknowledges that the requirements of the ADA will be subject to various and possibly contradictory interpretations. The A/E, therefore, will use his or her reasonable professional efforts to interpret applicable ADA requirements and other Federal, state and local laws, rules, codes, ordinances and regulations as they apply to the project. The A/E, however, cannot and does not warrant or guarantee that the Client project will comply with the interpretations of ADA requirements and/or requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the project.

**12. HAZARDOUS MATERIALS:** It is acknowledged by both parties that the A/E's scope of services does not include any

services related to asbestos or hazardous or toxic materials. In the event the A/E or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of the A/E's services, the A/E may, at his or her option and without liability for consequential or any other damages, suspend performance of services on the project until the Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the job site is in full compliance with applicable laws and regulations.

**13. GOVERNING LAW:** The laws of the State of Nebraska will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the courts of that State.

**14. ASSIGNMENT:** Neither party to this Agreement shall transfer, sublet, or assign any rights under or interest in this Agreement (including but not limited to moneys that are due or moneys that may be due) without the prior written CONSENT of the other party.

**15. TERMINATION:** Either the Client or the A/E may terminate this Agreement at any time with or without cause upon giving the other party (10) calendar days prior written notice. The

Client shall within thirty (30) calendar days of termination pay the A/E for all services rendered and all costs incurred up to the date of termination, in accordance with Article 2 of this Agreement.

**16. SEVERABILITY AND SURVIVAL:** Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. Articles 2, 3, 4, and 8 shall survive the termination of this Agreement and shall remain enforceable between the parties.

**17. STANDARD OF CARE:** Services provided by the A/E under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

**18. AMENDMENT:** This Agreement shall not be amended except by written instrument signed by the parties hereto. This Agreement constitutes the entire and integrated agreement by and between the parties and supersedes any and all prior negotiations, whether written or oral.

**19. AUTHORIZATION:** The individual signing this agreement for and on behalf of both parties represents that he or she is a duly authorized agent of his or her respective principal.

**STANDARD HOURLY RATE SCHEDULE:**

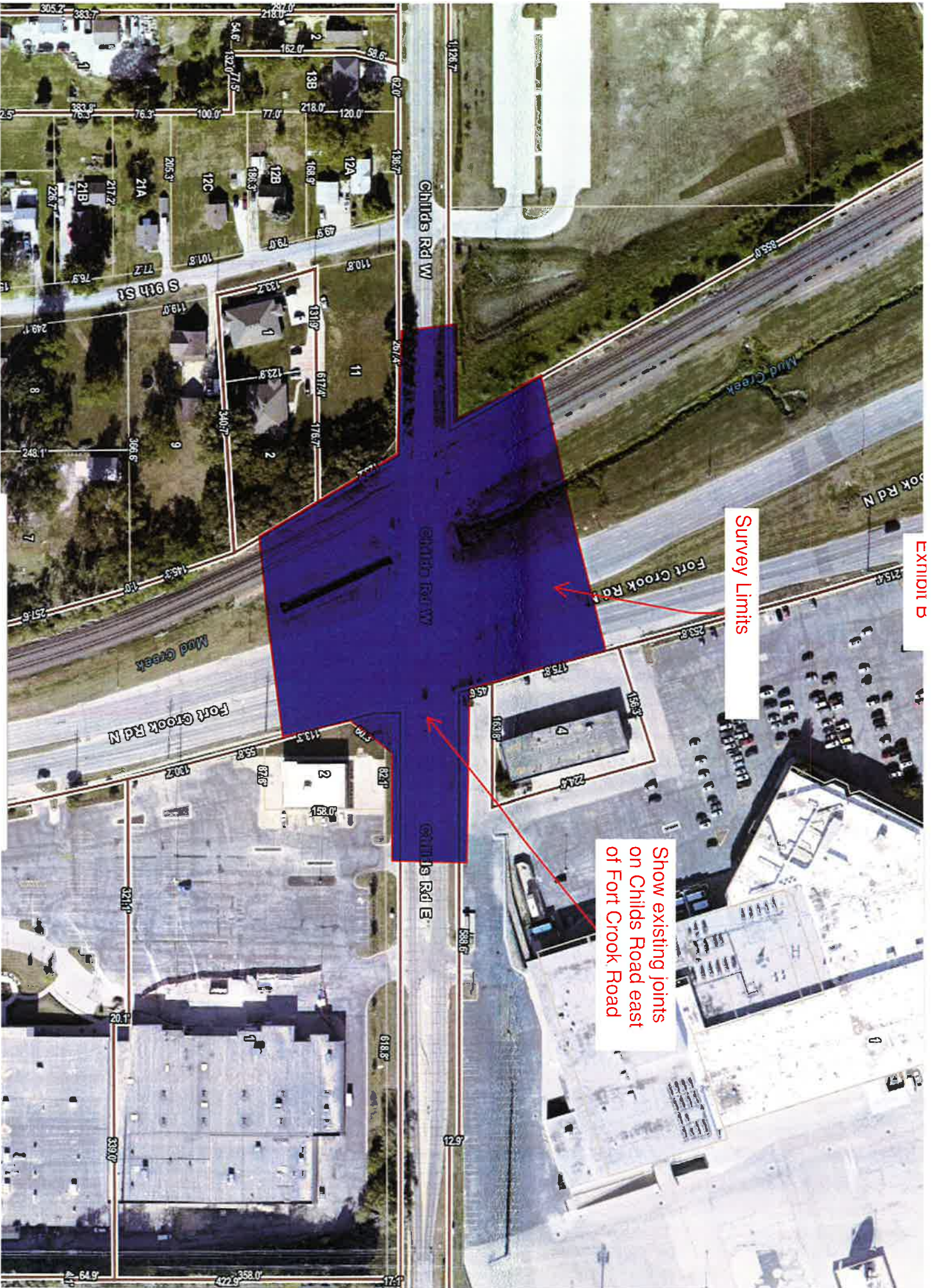
Principal	242.00/hr.	Survey Department Manager	170.00/hr.
Vice President	242.00/hr.	Professional Land Surveyor	153.00/hr.
Sr. Engineering Project Manager	220.00/hr.	Survey Technician	137.00/hr.
Engineering Project Manager	160.00/hr.	Survey Crew Aid	70.00/hr.
Project Engineer	153.00/hr.	Survey Crew Chief	153.00/hr.
Design Engineer II	147.00/hr.	Survey Crew Chief W/ EDM	305.00/hr.
Design Engineer I	142.00/hr.	Survey Crew Chief W/ GPS	305.00/hr.
Engineering Technician II	137.00/hr.	Survey Crew W/Drone	305.00/hr.
Engineering Technician I	121.00/hr.	Office Clerical	100.00/hr.
Construction Manager	160.00/hr.	Business Manager	100.00/hr.
Construction Observer II	110.00/hr.		
Construction Observer I	100.00/hr.		

**REIMBURSABLE EXPENSES:**

Federal/Airborne Express	37.00/ea.
Mileage	.70/mi.
Mylar Copy (24" x 36")	9.30/ea.
Mylar Copy (30"x 42")	11.60/ea.
Bond Copy (8½x11)	0.80¢/ea.
Bond Copy (8½x14)	0.90/ea.
Bond Copy ( 11 x 17)	1.00/ea.
Bond Copy (24 x36)	4.60/ea.
Bond Copy (30 x 42)	6.40/ea
Color Copy (8½x11)	1.30/ea.
Color Copy (8½x14)	1.50/ea
Color Copy ( 11 x 17)	3.60/ ea
Color Copy (24x36)	6.90/ea
Color Copy (30x42)	10.50/ea
Scanning	1.30/sf

Survey Limits

Show existing joints  
on Childs Road east  
of Fort Crook Road



## COST ESTIMATE

### City of Bellevue Ft Crook & Childs Intersection

Description	Estimated Quantity	Unit Rate	Estimated Cost
<b>Field Sampling</b>			
Compaction Test (ea.)	5.0	54.00	270.00
Trip Charge - Zone 1 Metro Area (/trip)	4.0	87.00	348.00
Concrete Test Set (slump/air/temp/cast 4-4"x8" OR 3-6"x12" Cyl)	4.0	120.00	480.00
Compressive Strength of Cylinder (ea.)	16.0	26.00	416.00
Trip Charge - Zone 1 Metro Area (/trip)	8.0	87.00	696.00
Pavement Core (includes patch) (ea.)	3.0	100.00	300.00
Trip Charge - Zone 1 Metro Area (/trip)	1.0	87.00	87.00
<b>Laboratory Testing</b>			
Modified Proctor (ea.)	1.0	260.00	260.00
Atterberg Limits (/set)	1.0	115.00	115.00
Measured Length of Core (ea.)	3.0	18.50	55.50
<b>Professional Services</b>			
Senior Engineer (/hr.)	5.0	270.00	1,350.00
		Subtotal	4,377.50
<b>Contingency</b>			
discretionary tests, retests, and other tests not listed		15%	660.00
		CMT Total	5,037.50
<b>Geotechnical Exploration</b>			
2 borings @ 35 feet, lab testing, and report			5,375.00

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16e.  
12/16/2025

COUNCIL MEETING DATE: December 16, 2025		SUBMITTED BY: David Goedecken-Public Works Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

**BPW 260113 PW(14) Bellevue Blvd North Design**

SYNOPSIS/BACKGROUND:

Benesch will provide engineering services to perform a roadway evaluation and identify potential maintenance, rehabilitation, and enhancements along Bellevue Blvd North from approx. 13th St to Prairie Avenue for a time and materials fee in the amount of \$66,791.00

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE:  CONTRACT TERM:  CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME:  CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE:  ACCOUNT NUMBER:

RECOMMENDATION:

City Council to approve and authorize the Mayor to sign the agreement between the City of Bellevue and Benesch for a time and materials fee in the amount of \$66,791

ATTACHMENTS:

1. <input type="text" value="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:

*David Goedecken*  
*Joseph Goedecken*  
*Samuel...*



**CONSULTING SERVICES AGREEMENT**

CLIENT	City of Bellevue	Project Name	Bellevue Blvd North Rehabilitation
Address	1510 Wall Street		
	Bellevue, NE		
		Project Location	Bellevue, NE
Telephone	402-293-3144		
Client Contact	John Krager, PE	Consultant PM	Tyler Wynn, PE
Client Job No.		Consultant Job No.	1126-010001.00

This Agreement is made by and between City of Bellevue, hereinafter called "Client," and Alfred Benesch & Company, hereinafter called "Consultant", for professional consulting services as specified herein. Consultant agrees to provide Client with requested consulting services more specifically described as follows (or shown in Attachment A):

See attached scope and fee estimate

The General Conditions and the following Attachments are hereby made a part of the Agreement:

- Attachment A: Scope of Services and Fee Estimate
- Attachment B: Schedule of Unit Rates
- Attachment C: \_\_\_\_\_
- or
- Exhibit A: Work Authorizations specifying Method of Payment, Scope, and Fee

By signing this Agreement, Client acknowledges that it has read and fully understands this Agreement and all attachments thereto. Client further agrees to pay Consultant for services described herein upon receipt of invoice by Client for the Consultant's estimated fee as described below:

- By Lump Sum: \$\_\_\_\_\_.
- By Time and Materials: \$66,791.00
- By Other Payment Method (See Attachment \_\_\_\_\_): \$\_\_\_\_\_.
- As shown on serially numbered Work Authorizations Using Exhibit A

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement:

**CLIENT**

**ALFRED BENESCH & COMPANY**

BY: \_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

BY: Jeffrey A Sockel  
AUTHORIZED REPRESENTATIVE

PRINT NAME: Mayor Rusty Hike

PRINT NAME: Jeff Sockel, PE

TITLE: Mayor

TITLE: Senior Vice President - Nebraska Division Manager

DATE: \_\_\_\_\_, 20\_\_

DATE: December 4, 2025

BENESCH OFFICE: Bellevue

ADDRESS: 4530 Maass Rd

Bellevue, NE 68133

**PLEASE SIGN AND RETURN ONE COPY TO ALFRED BENESCH & COMPANY (ADDRESS ABOVE).**



## STANDARD TERMS AND CONDITIONS

### SECTION 1 – Services by Consultant

#### 1.1 General

Consultant shall provide services under this Agreement only upon request of the Client, and only to the extent defined and required by the Client. These services may include the use of outside services, outside testing laboratories, and special equipment.

Attachments to this Agreement are as identified on the signature page to this Agreement or using serially numbered Work Authorizations, and with these GENERAL CONDITIONS, are all as attached hereto, and made a part of this Agreement.

#### 1.2 Scope of Services and Fees

The services to be performed by Consultant and the associated fee are attached hereto and made a part of this Agreement or by using serially numbered Work Authorizations, all as identified on the signature page to this Agreement, and shall be performed by the Consultant in accordance with the Client's requirements. The Scope of Services and Fee Estimate (Attachment A) is valid for sixty (60) days, after which Consultant reserves the right to revise the Scope or Fee Estimate.

It is mutually understood that Consultant's fee is not a firm contractual amount, except the total fee by the Consultant shall not be exceeded unless authorized in writing by the Client. The intent of the Scope of Services is to identify the services to be provided by Consultant. However, it is specifically understood that by written notice to Consultant, Client can decrease or, with concurrence of Consultant, increase the Scope of Services.

### SECTION 2 – Payments to Consultant

#### 2.1 Method of Payment

Payment for Consultant's personnel services and direct expenses shall be based on the Method of Payment which is identified on the signature page to this Agreement or serially numbered Work Authorizations, attached hereto, and made a part of this Agreement.

#### 2.2 Payment for Personnel Services

##### 2.2.1 Payment

Payment for the services rendered by Consultant's personnel shall be based on the hours of chargeable time and in accordance with Consultant's Schedule of Unit Rates, which is identified on the signature page to this Agreement and attached hereto, and made a part of this Agreement.

##### 2.2.2 Chargeable Time

Chargeable time for Consultant's personnel is that portion of their time devoted to providing services requested by Client. Chargeable time for field personnel located away from Consultant's office for more than one week is a minimum of eight hours per day and five days per calendar week, except for Consultant observed legal holidays or during an employee's sick leave or vacation time. Travel

time from Consultant's office to an assigned work site, and return to Consultant's office, is chargeable time; or if more economical for Client, Consultant shall lodge its personnel overnight near the work site in lieu of traveling back to Consultant's office at the end of each work day.

##### 2.2.3 Overtime Rates

The basis for payment to Consultant for each hour worked in excess of forty (40) hours in any calendar week shall be the applicable hourly rate as specified in the Schedule of Unit Rates.

#### 2.3 Payment for Direct Expenses

##### 2.3.1 Payment

For Direct Expenses incurred by Consultant, payment to Consultant by the Client shall be in accordance with Consultant's Schedule of Unit Rates.

##### 2.3.2 Direct Expenses

For the purposes of this Agreement, Direct Expenses to be contracted and managed by Consultant and payable by Client to Consultant shall include: Outside Services including the services and reimbursable expenses for firms other than Consultant which are necessary for the work the Consultant is directed to perform; Laboratory Tests and related reports necessary for the work the Consultant is directed to perform, either by the Consultant or by an outside service for the Consultant; Special Equipment expenses including the costs of the Consultant locating, acquiring, leasing, or renting any equipment or facilities not currently owned, leased, or rented by Consultant at the time of the request for services which are necessary to enable Consultant to provide the services requested; vehicles furnished by Consultant for Consultant's authorized travels and for Consultant's field personnel; Per Diem expense or actual costs of maintaining Consultant's field personnel on or near the Project site, for each day of field assignment away from Consultant's office; and Other Direct Expenses associated with all services provided hereunder and identified in the Schedule of Unit Rates.

#### 2.4 Payment Conditions

2.4.1 Consultant shall submit monthly invoices for all personnel services and direct expenses under this Agreement and a final invoice upon completion of services.

2.4.2 Invoices are due and payable upon receipt by Client. Interest at a rate of 1.5% per month, or the maximum allowed by law, will be charged on all past due amounts starting thirty (30) days after date of invoice. Payments will first be credited to interest and then to principal.

2.4.3 In the event of a disputed or contested invoice, Client must provide written notice to Consultant within ten (10) days of the date of any invoice, otherwise the invoice will be considered to be correct. In the event Client timely submits in writing a dispute on a particular invoice, only that portion so contested will be withheld from payment and the Client will pay the undisputed portion. No interest will accrue on any reasonably contested portion of the invoice until mutually resolved.

**2.4.4** If Client fails to make payment in full to Consultant of amounts owed pursuant to this Section 2 within forty-five (45) days of the date of the invoice, Consultant may, after giving seven (7) days' written notice to Client, suspend services under this Agreement until paid in full, including interest. Consultant shall have no liability to Client for delays or damages caused by such suspension of services. Client agrees to pay all costs of collection, including reasonable attorney's fees, incurred by Consultant as a result of Client's failure to make payments in accordance with this Agreement. No final plans, documents or reports will be released for any purpose until Consultant has been paid in full.

**2.4.5** The billing rates specified in the Schedule of Unit Rates for subsequent years shall be adjusted annually in accordance with Consultant's costs of doing business, subject to Client's review and concurrence.

## **SECTION 3 - Term of Agreement**

### **3.1 Term**

Consultant's obligations to perform under this Agreement shall extend from the date of execution until terminated by either party.

### **3.2 Abandonment of Work**

Client shall have the absolute right to abandon any work requested hereunder or to change the general scope of the work at any time, and such action on its part shall in no event be deemed a breach of contract.

### **3.3 Termination of Agreement**

#### **3.3.1 Termination with Cause**

The obligation to provide further services under this Agreement may be terminated with cause by either party by written notice stating the basis for the termination and providing 7 days to cure. The termination will be effective seven (7) days after delivery of written notice thereof if the basis for the termination has not been cured. In the event of termination by Consultant caused by failure of the Client to perform in accordance with the terms of this Agreement, Client shall pay for all services performed prior to the effective date of the termination, including all project termination expenses, collection fees and legal expenses. Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination, and provide information and documents developed under the terms of this Agreement to the Client upon receipt of final payment. In the event of termination by the Client caused by failure by Consultant to perform in accordance with the terms of this Agreement, Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination and provide information and documents developed under the terms of this Agreement to the Client. Upon receipt of all other information and documents, Client shall pay Consultant for services performed prior to the effective date of the termination.

#### **3.3.2 Termination without Cause**

Either party may, at its sole discretion, terminate this

Agreement without cause at any time. In the event of such termination, the terminating party will promptly notify and confirm the termination in writing to the other party. The termination will be effective seven (7) days after delivery of written notice thereof. Upon termination, Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination, and provide information and documents developed under the terms of this Agreement to the Client upon receipt of final payment.

### **3.4 Payment for Work Upon Abandonment or Agreement Termination**

If Client abandons requested work or terminates this Agreement, Consultant shall be paid on the basis of work completed to the date of abandonment or effective date of termination. Consultant shall perform no activities other than reasonable wrap-up activities after receipt of notice of abandonment or termination. Payment for the work shall be as established under Section II.

## **SECTION 4 - General Considerations**

### **4.1 Assignment and Responsibility for Personnel**

**4.1.1** The assignment of personnel and all phases of the undertaking of the services which Consultant shall provide hereunder shall be subject to the oversight and general guidance of Client.

**4.1.2** While upon the premises of Client or property under its control, all employees, agents, and subconsultants of Consultant shall be subject to Client's rules and regulations respecting its property and the conduct of its employees thereon.

**4.1.3** However, it is understood and agreed that in the performance of the work and obligations hereunder, Consultant shall be and remain an independent Consultant and that the employees, agents or subconsultants of Consultant shall not be considered employees of or subject to the direction and control of Client. Consultant shall be responsible for the supervision and performance of all subconsultants which are to perform hereunder.

### **4.2 Insurance**

**4.2.1** Consultant shall furnish Client a certificate of insurance upon request showing amounts and types of insurance carried by Consultant, which certificate shall contain a commitment by the Insurance Company that during the time any work is being performed by Consultant under this Agreement it will give Client notice of cancellation or non-renewal of the insurance coverage shown on such certificates in accordance with policy provisions.

**4.2.2** Any construction contracts relative to Consultant's Services shall require that the Client and Consultant be included as additional insureds on the contractor's and contractor's subcontractors' commercial general liability and commercial automobile liability insurance policies and that the coverage afforded Client and Consultant is primary to any insurance maintained by Client or Consultant and that Client and Consultant's insurance is non-contributory with any coverage afforded by contractor and subcontractors. Client will also require contractor and all subcontractors to purchase and maintain workers' compensation and employer's liability insurance.

Consultant will name the Client as additional insured on Consultant's commercial general liability insurance.

#### **4.3 Successors and Assigns**

**4.3.1** Client and Consultant each binds itself and its partners, successors, executors, administrators, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement.

**4.3.2** Neither Consultant nor Client shall assign or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other party, except as stated in paragraph 4.3.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Consultant from employing such independent consultants, associates, and subconsultants as it may deem appropriate to assist in the performance of services hereunder.

**4.3.3** Nothing herein shall be construed to give any rights or benefits hereunder to any one other than Client and Consultant except as otherwise provided herein.

#### **4.4 Compliance with Law**

**4.4.1** Consultant shall exercise the professional standard of care to comply with, and cause its subconsultants to comply with, applicable Federal, state, and local laws, orders, rules, and regulations in effect at the time services are rendered, and relating to the performance of the services Consultant is to perform under this Agreement. If the Scope of Services requires Consultant to prepare an application for a permit, Consultant does not represent or warrant that said permit or approval will be issued by any governmental body.

**4.4.2** Neither the Consultant nor the Consultant's agents or employees shall discriminate against any employee or applicant for employment to be employed in the performance of this Agreement with respect to hiring, tenure, terms, conditions, or privileges of employment, because of race, color, religion, sex, or national origin.

#### **4.5 Ownership and Reuse of Documents**

**4.5.1** All drawings, specifications, test reports, and other materials and work products which have been prepared or furnished by Client prior to this Agreement shall remain Client's property. Consultant shall be permitted to rely on Client furnished documents and Client shall make available to Consultant copies of these materials as necessary for the Consultant to perform the services requested hereunder.

**4.5.2** All drawings, specifications, test reports, and other materials and work products, including computer aided drawings, designs, and other data filed on electronic media which will be prepared or furnished by Consultant (and Consultant's independent professional associates and subconsultants) under this Agreement, are instruments of

service in respect to the Project and Consultant shall retain an ownership and property interest therein whether or not the Project is completed. Client may make and retain copies for information and reference in connection with the use and the occupancy of the Project by Client and others; however, such documents are not intended or represented to be suitable for reuse by Client or others acting on behalf of Client on extensions of the Project or on any other project. Further, Consultant makes no warranty as to the compatibility of computer data files with computer software and software releases other than that used by Consultant in performing services herein, and to the condition or availability of the computer data after an acceptance period of thirty (30) days from delivery to Client. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional associates or subconsultants, and Client shall indemnify and hold harmless Consultant and Consultant's independent professional associates and subconsultants from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Consultant to further compensation at rates to be agreed upon by Client and Consultant.

#### **4.6 Consultant's Personnel at Project Site**

**4.6.1** The presence or duties of the Consultant personnel at a Project site, whether as onsite representatives or otherwise, do not make the Consultant or its personnel in any way responsible for those duties that belong to the Client and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the project documents and any health or safety precautions required by such construction work. The Consultant and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor or other entity or any other persons at the site except Consultant's own personnel.

**4.6.2** To the extent Consultant's Scope of Work includes construction observation, the Consultant shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. Consultant neither guarantees the performance of the contractor(s) nor assumes responsibility for contractor(s)' failure to perform their work in accordance with the project documents.

#### **4.7 Opinions of Cost, Financial Considerations, and Schedules**

In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the Project, the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions. Consultant's opinions of probable Total Project Costs and Construction Costs provided for herein as appropriate are made on the basis of Consultant's experience and qualifications and represent Consultant's judgments as an experienced and qualified professional consultant familiar with the construction industry. Consultant makes no warranty that the Client's actual Total Project or Construction Costs, financial aspects, economic feasibility, or schedules will not vary from the Consultant's opinions, analyses, projections, or estimates. If Client wishes greater assurance as to any element of the Total Project or Construction cost, feasibility, or schedule, Client will employ an independent cost estimator, contractor, or other appropriate advisor.

#### **4.8 Discovery of Unanticipated Pollutant and Hazardous Substance Risks**

**4.8.1** If Consultant, while performing the services, discovers pollutants and/or hazardous substances that pose unanticipated risks, it is hereby agreed that the scope of services, schedule, and the estimated cost of Consultant's services will be reconsidered and that this Agreement shall immediately become subject to renegotiation or termination.

**4.8.2** In the event that the Agreement is terminated because of the discovery of pollutants and/or hazardous substances posing unanticipated risks, it is agreed that Consultant shall be paid for its total charges for labor performed and reimbursable charges incurred to the date of termination of this Agreement, including, if necessary, any additional labor or reimbursable charges incurred in demobilizing.

**4.8.3** Client also agrees that the discovery of unanticipated pollutants and/or hazardous substances may make it necessary for Consultant to take immediate measures to protect health and safety. Consultant agrees to notify Client as soon as practically possible should unanticipated pollutants and/or hazardous substances be suspected or encountered. Client authorizes Consultant to take measures that in Consultant's sole judgment are justified to preserve and protect the health and safety of Consultant's personnel and the public. Client agrees to compensate Consultant for the additional cost of taking such additional precautionary measures to protect employees' and the public's health and safety. This section is not intended to impose upon Consultant any duties or obligations other than those imposed by law.

### **SECTION 5 - Professional Responsibility**

#### **5.1 Performance of Services**

Consultant shall perform its services consistent with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances (hereinafter the "Standard of Care").

Consultant expressly disclaims all express or implied warranties and guarantees with respect to the performance of professional services, and it is agreed that the quality of such services shall be judged solely as to whether the services were performed consistent with the Standard of Care. Consultant owes Client only that level of performance defined in this Section 5.1, and nothing herein shall be construed as creating a fiduciary relationship.

If at any time prior to construction Client believes Consultant's services are deficient due to not meeting the Standard of Care, Client must immediately inform Consultant in writing and shall afford Consultant the opportunity to correct such deficiency. If, upon review by Consultant it is determined there is a deficiency that fails to meet the standard of care and it is attributable to Consultant, the deficiency shall be corrected at no additional cost to Client.

#### **5.2 Limitation of Liability**

To the fullest extent permitted by law, Client and Consultant agree to allocate certain of the risks so that Consultant's total liability to Client is limited to the available amount of Consultant's applicable insurance, this being the Client's sole and exclusive remedy for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's fees) arising out of this Agreement from any cause or causes (including, but not limited to, strict liability, breach of contract, or breach of warranty) except that such cause or causes for injuries, damages, claims and losses arising out of Consultant's negligence shall not be subject to this paragraph. This exception is solely with respect to injuries, damages, claims and losses allowed by law (and, for the sake of clarity, the exception does not include incidental or consequential damages, or attorney's fees, costs or expenses, or other costs of litigation) and only to the extent such injuries, damages, claims and losses are caused by Consultant's negligence.

#### **5.3 No Special or Consequential Damages**

Client and Consultant agree that to the fullest extent permitted by law neither party shall be liable to the other for any special, indirect, or consequential damages whatsoever, whether caused by either party's negligence, errors, omissions, strict liability, breach of contract, breach of warranty, or other cause or causes.

#### **5.4 Indemnification**

To the fullest extent permitted by law, Client and Consultant mutually agree to indemnify and hold each other harmless from and against any and all claims, damages, losses and expenses, defense costs including reasonable attorneys' fees, and court or arbitration costs and other liabilities arising from their own negligent acts, errors or omissions in performance of their services under this Agreement, but only to the extent caused that each party is responsible for such damages, liabilities and costs on a comparative basis of fault.

#### **5.5 No Third Party Beneficiaries**

Client and Consultant expressly agree that this Agreement does not confer upon any third party any rights as

beneficiary to this Agreement. Consultant accepts no responsibility for damages, if any, suffered by any third party as the result of a third party's use of the work product, including reliance, decisions, or any other action taken based upon it.

Client agrees that Consultant's services and work products are for the exclusive present use of Client. Client agrees that Consultant's compliance with any request by Client to address or otherwise release any portion of the work product to a third party shall not modify, rescind, waive, or otherwise alter provisions of this Agreement nor does it create or confer any third party beneficiary rights on any third party.

## **SECTION 6 - Miscellaneous Provisions**

### **6.1 Notices**

Any notice to either party herein shall be in writing and shall be served either personally or by registered or certified mail addressed to the signing party shown on the signature page.

### **6.2 Joint Preparation**

For purposes of contract interpretation and for the purpose of resolving any ambiguity in this Agreement, the parties agree that this Agreement was prepared jointly by them and/or their respective attorneys.

### **6.3 Headings**

Headings used in this Agreement are for the convenience of reference only and shall not affect the construction of this Agreement

### **6.4 Severability**

If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

### **6.5 Dispute Resolution**

If negotiation in good faith fails to resolve a dispute within thirty (30) days of written notice of the dispute by either party, then the parties agree that, with the exception of claims that are subject to the applicable venue's small claims court jurisdiction, each dispute, claim or controversy arising from or related to this Agreement or the relationships which result from this Agreement shall be subject to mediation as a condition precedent to initiating legal or equitable actions by either party. Unless the parties agree otherwise, the mediation shall be in accordance with the Commercial Mediation Procedures of the American Arbitration Association then currently in effect. A request for mediation shall be filed in writing with the American Arbitration Association and the other party. No legal or equitable action may be instituted for a period of ninety (90) days from the filing of the request for mediation unless a longer period of time is provided by agreement of the parties. Cost of mediation shall be shared equally between the parties and shall be held in a location mutually agreed

upon by the parties. The parties shall memorialize any agreement resulting from the mediation in a mediated settlement agreement, which agreement shall be enforceable as a settlement in any court having jurisdiction thereof.

During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder. Any dispute not resolved through mediation shall be subject to litigation in a court of competent jurisdiction in the state in which the project is located.

### **6.6 Equal Opportunity**

Consultant will, in the performance of this Agreement, comply with federal, state, and local laws, and all regulations and orders issued under any applicable law related to equal employment opportunity, non-discrimination, or employment generally.

Consultant certifies that it will not knowingly employ or contract with a non-legal resident of the United States to perform work under this Agreement, and verifies or attempts to verify employee eligibility of its employees through participation in the U.S. Department of Homeland Security and Social Security Administration's E-Verify system.

### **6.7 Governing Law**

This Agreement is to be governed by the laws of the jurisdiction in which the project is located.

### **6.8 Entire Agreement**

This Agreement, along with those documents specified, attached, or hereby cited together, and serially numbered Work Authorizations if used, constitute the entire Agreement between the parties hereto and no changes, modifications, extensions, terminations, or waivers of this Agreement, or other documents, or any of the provisions herein, or therein contained, shall be valid unless made in writing and signed by duly authorized representatives of both parties.

## **ATTACHMENT "A"** **SCOPE OF SERVICES**

### **Bellevue Blvd North Rehabilitation**

#### **OVERVIEW**

The City of Bellevue (CITY) has requested Alfred Benesch & Co. (Benesch) perform a roadway evaluation and identify potential maintenance, rehabilitation, and enhancements along Bellevue Blvd North from approximately 13<sup>th</sup> Street to the northwest and approximately 300 feet west of Prairie Avenue to the southeast. The total length of the project is approximately 4,000 linear feet. The anticipated scope of the construction may consist of salvaging and reusing the existing brick roadway to repair or rehabilitation the existing pavement, converting to a typical urban cross-section that includes a storm water management system, pedestrian facilities, and streetscaping.

The scope of services associated with this agreement is limited to those services detailed herein. This scope of services provides for project management, existing conditions documentation, and development of potential strategies to be considered by the City. It is anticipated that detailed design and construction phase services related to the selected strategy(ies) may be requested and, if mutually agreeable to all parties, and added to this scope of work by supplemental agreement or work authorization.

#### **UNDERSTANDING & ASSUMPTIONS**

Benesch will provide design services in accordance with City of Bellevue standards and the following:

- City of Omaha CADD standards (current published version)
- City of Omaha Standard Specifications for Construction (current published version)
- City of Omaha Standard Plates for Construction (current published version)
- Nebraska Minimum Design Standards
- Design Software Platform: AutoCAD or MicroStation as determined by the City
- AASHTO Policy on Geometric Design of Highways and Streets
- AASHTO Roadside Design Guide
- Manual on Uniform Traffic Control Devices

Any conflicts or deviations from the above must be approved by the City prior to preparation of plans.

The CONSULTANT will perform quality assurance and quality control activities throughout the execution of this scope of work in accordance with a project specific Project Quality Management Plan (PQMP) prepared by the CONSULTANT.

**ANTICIPATED PROJECT SCHEDULE\***

<b><u>TASKS/SERVICES</u></b>	<b><u>Approx. End Date</u></b>
Notice to Proceed .....	December 17, 2025
Kickoff Meeting .....	Early January 2026
Utility Meeting .....	Late January 2026
Concept Design Submittal .....	Early March 2026
Draft Technical Memo.....	Early March 2026
Concept Review & Tech Memo Comments Due.....	Late March 2026
Develop Renderings .....	Early April 2026
Finalize Technical Memo .....	Late April 2026

**1. PROJECT MANAGEMENT**

**A. Project Administration, Coordination, and Controls**

Benesch will manage the coordination of the project team including regular team meetings (up to 3 meetings, 1 hour for meeting, prep and follow-up), coordination with City staff, coordination with key stakeholders, monitor and administer the scope of services, address requested adjustments to the scope of services, manage project budgets, and prepare and submit progress reports and invoices in accordance with City requirements. The project schedule will be updated as requested by the City.

**B. Quality Control / Quality Assurance**

Benesch will prepare a Project Quality Management Plan (PQMP) and review work performed for accuracy and completeness as defined by the scope of services. Reviews shall be consistent with typical industry practices and use a level of care and skill ordinarily exercised for similar work under similar conditions unless otherwise specified in the Agreement. Benesch will document the quality control / quality assurance processes and update the PQMP as deemed appropriate by the Project Manager or requested by the City throughout execution of the scope of services.

**C. Meetings**

Benesch will attend the following meetings, as requested by the City Project Manager and for the benefit of the project. Benesch will prepare action item minutes from the meetings as appropriate.

- Owner Meetings (1 kickoff and 2 progress meetings)
- Strategy Review Meeting (1)
- Utility Coordination Meeting (1)

## **2. DATA COLLECTION AND COORDINATION**

### **A. Topographic Survey**

Benesch will collect additional topographic survey on Bellevue Boulevard North from 13th Street to Prairie Avenue. Survey will include visually identifiable features within the public Right-of-Way. Information collected shall be determined by Benesch and shall be sufficient to accurately depict and model existing topographic features as needed to perform the required design activities.

### **B. Pavement Evaluation**

Benesch will perform a visual assessment of the existing pavement to determine the existing pavement conditions, establish a PASER Rating for the segment, estimate repair and/or reconstruction quantities, and evaluate the condition of the adjacent curb and gutter or turf and gravel shoulders. The pavement evaluation will also determine the estimated quantity of bricks that will be available for reuse on the roadway. The evaluation will also document the conditions of the concrete edge restraints. Up to five (5) pavement cores and subgrade samples shall be obtained in severely distressed areas to determine the condition of the concrete haunch and soil type and moisture conditions in the underlying soils. Field measurements to determine quantities shall be accomplished in a manner sufficient to provide reliable quantities for concept-level estimating of potential work as determined by Benesch.

### **C. Environmental Review**

Benesch will perform a desktop review to determine if any suspected environmental resources may exist. This effort will also include an evaluation of the corridor using the Nebraska Game and Parks Commission Conservation and Environmental Review Tool (CERT).

### **D. Utility Outreach**

Benesch will contact utility companies to determine facilities in the project corridor and compile information received into a corridor map.

## **3. STRATEGY CONCEPT DESIGN**

### **A. Base Concept Roadway Repair/Rehabilitation**

Benesch will prepare project base files and a proposed set of concept level plan sheets for the corridor. A concept design identifying the proposed repair and rehabilitation areas along with anticipated other construction or maintenance will be prepared and quantified. A preliminary cost estimate will be developed for the base design.

Deliverables:

- Concept Design Drawings
- Opinion of Probable Construction Cost for Base Concept

## **B. Concept Alternatives Design**

Benesch will identify potential roadway enhancements related to stormwater management, and pedestrian facilities. No streetscaping elements are to be considered in the alternatives. Up to five (5) different strategies will be developed. It is assumed that enhancement will generally follow the roadway alignment and be contained within the existing Right-of-Way. Each enhancement strategy will be depicted on concept level plan sheets. A preliminary cost estimate will be developed for each strategy.

Alternatives to be considered:

1. Remove and Reset Brick (no new brick) Alternative – This alternative will evaluate rehabilitation of the corridor by reusing the existing brick with no new brick incorporated into the project. It is anticipated a percentage of the brick will not be suitable for reuse, therefore the width of the brick surfacing will be narrowed and a widened concrete apron will be constructed to allow for extents of brick along length of the corridor to be maintained.
2. Remove and Reset Brick (including purchasing replacement brick) Alternative – This alternative will evaluate rehabilitation of the corridor by reusing the existing brick. It is anticipated a percentage of the brick will not be suitable for reuse, therefore replacement bricks will be sourced to maintain the width and length of the existing brick.
3. Base Design with Concrete Intersections – This alternative will evaluate rehabilitation of the corridor with no new brick incorporated into the project. The intersections will be reconstructed in concrete with integral curb and gutter to dimensions that allow for sufficient bricks to be salvaged from the intersections and reused along the alignment to offset unsuitable bricks and maintain overall existing brick width and length in other areas.
4. Addition of Curb and Gutter to the corridor – This alternative will evaluate the addition of stormwater management, including the addition of curb and gutter, inlets, and storm sewer. This alternative can be added to any of the three alternatives discussed above. Quantities will be based on an assumption that the brick length and width will match the existing conditions.
5. Addition of Sidewalk to the Corridor – This alternative evaluates the addition of sidewalks as an option that can be added to any of the alternatives discussed above.

Deliverables:

- Concept Design Drawings
- Opinion of Probable Construction Cost for each Alternative Roadway Enhancements
- 2 Renderings of preferred strategy

## **C. Environmental Permitting**

Benesch will identify potential permit applications that may be required.

#### **D. Technical Memorandum**

A technical memo will be developed outlining the base repair and rehabilitation strategy and the enhancement strategies, permitting expectations, advantages and disadvantages of each, anticipated construction sequencing and duration, and estimated costs.

Benesch will develop up to two (2) renderings of the preferred strategy selected by the City for use in discussion with project stakeholders.

##### **Deliverables:**

- Technical Memo
- 2 Renderings of preferred strategy

**Professional Services Agreement  
Bellevue Blvd North Rehabilitation  
City of Bellevue**

**Fee Estimate**

<b><u>Personnel Classification</u></b>	<b>Billing Rate</b>	<b>Est.</b>	<b>Estimated</b>
	<b><u>\$/Hour</u></b>	<b><u>Hours</u></b>	<b><u>Cost</u></b>
Professional Engineer (Consultant or Principal)	\$ 297.00	5	\$1,485.00
Project Engineer II, Land Surveyor (RLS)	\$ 171.00	121	\$20,691.00
Project Engineer I, Project Scientist II	\$ 138.00	40	\$5,520.00
Designer II, Sr Tech, Project Scientist I	\$ 123.00	253	\$31,119.00
Designer I, Engg Tech II, Scientist II, Party Chief	\$ 105.00	8	\$840.00
Engg Tech I, Scientist I	\$ 93.00	52	\$4,836.00
Project Assistant II	\$ 123.00	10	\$1,230.00
			<hr/> <hr/>
		<b>Subtotal Direct Labor Costs</b>	<b>\$65,721.00</b>
<b>Direct Nonsalary Costs</b>			
Misc. Supplies/Direct Expenses @ est. 1% of Labor Charges			\$500.00
Vehicle Mileage @ IRS Rate			\$570.00
			<hr/> <hr/>
		<b>Subtotal Direct Expense Costs</b>	<b>\$1,070.00</b>
		<b>Total Estimated Not to Exceed Fee</b>	<b>\$66,791.00</b>

**Professional Services Agreement  
Bellevue Blvd North Rehabilitation  
City of Bellevue**

**Project Summary**

Task	Personnel Services								Reimbursables			Estimated Fee	
	Professional Engineer (Consultant or Principal)	Project Engineer II, Land Surveyor (RLS)	Project Engineer I, Project Scientist II	Designer II, Sr Tech, Project Scientist I	Designer I, Engg Tech II, Scientist II, Party Chief	Engg Tech I, Scientist I	Project Assistant II	Total Hours	Subtotal	Misc. Supplies/Direct Expenses @ est. 1% of Labor Charges	Vehicle Mileage @ IRS Rate		Subtotal
Task 1 Project Management, Quality Control & Meetings	5	56	0	12	0	0	0	73	\$ 12,537.00	\$ 100	\$ 150	\$ 250	\$ 12,787.00
Task 2 Survey and Data Collection	0	26	12	96	0	0	8	142	\$ 18,894.00	\$ 100	\$ 420	\$ 520	\$ 19,414.00
Task 3 Strategy Concept Design	0	39	28	145	8	52	2	274	\$ 34,290.00	\$ 300	\$ -	\$ 300	\$ 34,590.00
Subtotal	5	121	40	253	8	52	10	489		\$ 500	\$ 570		
<b>Project Subtotal</b>									<b>\$ 65,721.00</b>		<b>\$ 1,070</b>		<b>\$ 66,791.00</b>

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16f.  
12/16/2025

COUNCIL MEETING DATE: December 16, 2025		SUBMITTED BY: Dave Goedeken - Public Works	
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:

Nebraska Department of Transportation Maintenance Agreement No. QE2229 S4 and Certificate of Compliance for calendar year 2025.

SYNOPSIS/BACKGROUND:

Yearly renewal of Maintenance Agreement between the City and the Nebraska Department of Transportation for the reimbursement in the amount of \$20,983.60 for maintenance of state highways in the city limits for the calendar year 2026. Certificate of Compliance for calendar 2025.

FISCAL IMPACT: \$20,983.60 (revenue)    BUDGETED FUNDS: No    GRANT/MATCHING FUNDS: No

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

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

CONTRACT EFFECTIVE DATE: January 1    CONTRACT TERM: December 31 (One Year)    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: 10-15-4033

RECOMMENDATION:

City Council to approve and authorize Mayor to sign Maintenance Agreement and Certificate of Compliance between City of Bellevue and Nebraska Department of Transportation for reimbursement in the amount of \$20,983.60.

ATTACHMENTS:

1. Maintenance Agreement
2. Certificate of Compliance
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*[Handwritten signatures]*

# NEBRASKA

Good Life. Great Journey.

## DEPARTMENT OF TRANSPORTATION

November 19, 2025

Bellevue  
Susan Kluthe  
City Clerk  
1500 Wall Street

Bellevue NE 68005

Dear Susan,

Enclosed are two original City Maintenance Agreement Renewals which cover the period from January 1, 2026, thru December 31, 2026. Please arrange for the execution of these documents by the proper city officials and return them to this office by **January 19, 2026**. One original will be returned to the city once it is processed by the Department of Transportation.

Also enclosed is a Certificate of Compliance for the Maintenance Agreement which reflects all the roadway surface maintenance has been completed as per the terms of the Agreement for the period January 1, 2025 thru December 31, 2025, please have it signed by the appropriate city officials and returned to this office by **January 19, 2026**.

Sincerely,



Natalie Clark  
Administrative Assistant

Enclosures

Vicki Kramer, Director  
Department of Transportation

District 2 Headquarters  
4425 South 108th Street  
PO Box 45461  
Omaha, NE 68145-0461

OFFICE 402-595-2534 FAX 402-595-1720  
NDOT.ContactUs@nebraska.gov

[dot.nebraska.gov](http://dot.nebraska.gov)

# AGREEMENT RENEWAL

Maintenance Agreement No. QE2229 S4  
Maintenance Agreement between the Nebraska Department of Transportation and the  
Municipality of Bellevue  
Municipal Extensions in Bellevue

We hereby agree that Maintenance Agreement No. QE2229 S4 described above be renewed for the period January 1, 2026 to December 31, 2026.

All figures, terms and exhibits to remain in effect as per the original agreement dated January 1, 2016 with Attachments B and C attached hereto.

In witness whereof, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates indicated below.

Executed by the City this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

ATTEST: City of Bellevue

\_\_\_\_\_  
*City Clerk/Witness*

\_\_\_\_\_  
*Mayor/Designee*

Executed by the State this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

ATTEST: State of Nebraska

\_\_\_\_\_  
*District Engineer, Department of Transportation*



Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

### City Maintenance Agreement

#### Attachment B

City of: Bellevue

Date: 1/1/26

Surface Maintenance

From Attachment "C", it is determined that the State's responsibility for surface maintenance within the City limits is 10.24 lane miles. Pursuant to Sections 1a, 8a, 8d of the Agreement and to Attachment "C" made part of this Agreement through reference, the State agrees to pay to the City the sum of \$2,090.00 per lane mile for performing the surface maintenance on those lanes listed on Attachment "C".

Amount due the City for surface maintenance:

10.04 lane miles x \$2,090.00 per lane mile = \$20,983.60.

Snow Removal

From Attachment "A", it is determined that snow removal within City limits is the responsibility of the City. Pursuant to Section 8d of the Agreement and to Attachment "C" made a part of this Agreement through reference, the City agrees to pay to the State the sum of \$ \_\_\_\_\_ per lane mile for performing snow removal on those lanes listed on Attachment "C".

Amount due the State for snow removal:

\_\_\_\_\_ lane miles x \$ \_\_\_\_\_ per lane mile = \$ \_\_\_\_\_

Other (Explain)

**STATE OF NEBRASKA  
DEPARTMENT OF TRANSPORTATION**

City of Bellevue

**RESPONSIBILITY FOR SURFACE MAINTENANCE  
OF MUNICIPAL EXTENSIONS**

**Neb. rev. Stat. 39-1339  
and Neb. Rev. Stat. 39-2105**

DESCRIPTION	HWY NO.	REF POST		LENGTH IN MILES	TOTAL DRIVING LANES	TOTAL LANE MILES	RESPONSIBILITY	
		FROM	TO				STATE	CITY
Ramp to Hwy 75 NB to S 5th St	34	385.35	385.7	0.35	4	1.4	1.4	
West City Limits 48th Street to 25th Street	370	13.40	15.46	2.06	4	8.24	8.24	
Hwy75 Bridge to Hwy 75 North off Ramp	370	16.06	16.16	0.10	4	0.40	0.40	
<b>Total Lane Miles</b>						<b>10.04</b>	<b>10.04</b>	

**MAINTENANCE OPERATION AND RESPONSIBILITY**  
**Municipal extensions and connecting links**  
*(Streets Designated Part of the State Highway System excluding Freeways)*

Maintenance Responsibility  
 Neb. Rev. Stat. § 39-2105

<u>Maintenance Operation</u> Neb. Rev. Stat. § 39-1339	<u>Metropolitan Cities</u> (Omaha)	<u>Primary Cities</u> (Lincoln)	<u>1<sup>st</sup> Class Cities</u>	<u>2<sup>nd</sup> Class Cities &amp; Villages</u>
Surface maintenance of the traveled way equivalent to the design of the rural highway leading into municipality.	Department	Department	Department	Department
Surface maintenance of the roadway exceeding the design of the rural highway leading into the municipality including shoulders and auxiliary lanes.	City	City	City	City
Surface maintenance on parking lanes.	City	City	City	Department
Maintenance of roadway appurtenances (including, but not limited to, sidewalks, storm sewers, guardrails, handrails, steps, curb or grate inlets, driveways, fire plugs, or retaining walls)	City	City	City	City or Village
Mowing of the right-of-way, right-of-way maintenance and snow removal.	City	City	City	City or Village
Bridges from abutment to abutment, except appurtenances.	Department	Department	Department	Department

Maintenance Responsibility  
 Neb. Rev. Stat. § 60-6, 120 & § 60-6, 121

<u>Maintenance Operation</u> Neb. Rev. Stat. § 39-1339	<u>Metropolitan Cities</u> (Omaha)	<u>Primary Cities</u> (Lincoln)	<u>1<sup>st</sup> Class Cities</u> > 40,000	<u>1<sup>st</sup> Class Cities</u> < 40,000	<u>2<sup>nd</sup> Class Cities</u>
Pavement markings limited to lane lines, centerline, No passing lines, and edge lines on all connecting links except state maintained freeways	City	City	City	Department	Department
Miscellaneous pavement marking, including angle and parallel parking lanes, pedestrian crosswalks, school crossings, etc.	City	City	City	City	City
Maintenance and associated power costs of traffic signals and roadway lighting as referred to in original project agreement.					
Procurement, installation and maintenance of guide and route marker signs	City	City	City	Department	Department
Procurement, installation and maintenance of regulatory and warning signs.	City	City	City	Department	Department

NEBRASKA

Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

# AGREEMENT RENEWAL

Maintenance Agreement No. QE2229 S4  
Maintenance Agreement between the Nebraska Department of Transportation and the  
Municipality of Bellevue  
Municipal Extensions in Bellevue

We hereby agree that Maintenance Agreement No. QE2229 S4 described above be renewed for the period January 1, 2026 to December 31, 2026.

All figures, terms and exhibits to remain in effect as per the original agreement dated January 1, 2016 with Attachments B and C attached hereto.

In witness whereof, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates indicated below.

Executed by the City this \_\_\_\_\_ day of \_\_\_\_\_,

ATTEST: City of Bellevue

\_\_\_\_\_  
*City Clerk/Witness*

\_\_\_\_\_  
*Mayor/Designee*

Executed by the State this \_\_\_\_\_ day of \_\_\_\_\_,

ATTEST: State of Nebraska

\_\_\_\_\_  
*District Engineer, Department of Transportation*

# NEBRASKA

Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

## City Maintenance Agreement

### Attachment B

City of: Bellevue

Date: 1/1/26

Surface Maintenance

From Attachment "C", it is determined that the State's responsibility for surface maintenance within the City limits is 10.24 lane miles. Pursuant to Sections 1a, 8a, 8d of the Agreement and to Attachment "C" made part of this Agreement through reference, the State agrees to pay to the City the sum of \$2,090.00 per lane mile for performing the surface maintenance on those lanes listed on Attachment "C".

Amount due the City for surface maintenance:

10.04 lane miles x \$2,090.00 per lane mile = \$20,983.60.

Snow Removal

From Attachment "A", it is determined that snow removal within City limits is the responsibility of the City. Pursuant to Section 8d of the Agreement and to Attachment "C" made a part of this Agreement through reference, the City agrees to pay to the State the sum of \$ \_\_\_\_\_ per lane mile for performing snow removal on those lanes listed on Attachment "C".

Amount due the State for snow removal:

\_\_\_\_\_ lane miles x \$ \_\_\_\_\_ per lane mile = \$ \_\_\_\_\_

Other (*Explain*)

STATE OF NEBRASKA  
DEPARTMENT OF TRANSPORTATION

City of Bellevue

RESPONSIBILITY FOR SURFACE MAINTENANCE  
OF MUNICIPAL EXTENSIONS

Neb. rev. Stat. 39-1339  
and Neb. Rev. Stat. 39-2105

DESCRIPTION	HWY NO.	REF POST		LENGTH IN MILES	TOTAL DRIVING LANES	TOTAL LANE MILES	RESPONSIBILITY	
		FROM	TO				STATE	CITY
Ramp to Hwy 75 NB to S 5th St	34	385.35	385.7	0.35	4	1.4	1.4	
West City Limits								
48th Street to 25th Street	370	13.40	15.46	2.06	4	8.24	8.24	
Hwy75 Bridge to Hwy 75 North off Ramp	370	16.06	16.16	0.10	4	0.40	0.40	
<b>Total Lane Miles</b>						<b>10.04</b>	<b>10.04</b>	

# NEBRASKA

Good Life. Great Journey.

DEPARTMENT OF ROADS

Attachment "A"

**MAINTENANCE OPERATION AND RESPONSIBILITY**  
**Municipal extensions and connecting links**  
*(Streets Designated Part of the State Highway System excluding Freeways)*

Maintenance Responsibility  
 Neb. Rev. Stat. § 39-2105

<u>Maintenance Operation</u> Neb. Rev. Stat. § 39-1339	Metropolitan Cities (Omaha)	Primary Cities (Lincoln)	1 <sup>st</sup> Class Cities	2 <sup>nd</sup> Class Cities & Villages
Surface maintenance of the traveled way equivalent to the design of the rural highway leading into municipality.	Department	Department	Department	Department
Surface maintenance of the roadway exceeding the design of the rural highway leading into the municipality including shoulders and auxiliary lanes.	City	City	City	City
Surface maintenance on parking lanes.	City	City	City	Department
Maintenance of roadway appurtenances <i>(including, but not limited to, sidewalks, storm sewers, guardrails, handrails, steps, curb or grate inlets, driveways, fire plugs, or retaining walls)</i>	City	City	City	City or Village
Mowing of the right-of-way, right-of-way maintenance and snow removal.	City	City	City	City or Village
Bridges from abutment to abutment, except appurtenances.	Department	Department	Department	Department

Maintenance Responsibility  
 Neb. Rev. Stat. § 60-6, 120 & § 60-6, 121

<u>Maintenance Operation</u> Neb. Rev. Stat. § 39-1339	Metropolitan Cities (Omaha)	Primary Cities (Lincoln)	1 <sup>st</sup> Class Cities > 40,000	1 <sup>st</sup> Class Cities < 40,000	2 <sup>nd</sup> Class Cities
Pavement markings limited to lane lines, centerline, No passing lines, and edge lines on all connecting links except state maintained freeways	City	City	City	Department	Department
Miscellaneous pavement marking, including angle and parallel parking lanes, pedestrian crosswalks, school crossings, etc.	City	City	City	City	City
Maintenance and associated power costs of traffic signals and roadway lighting as referred to in original project agreement.					
Procurement, installation and maintenance of guide and route marker signs	City	City	City	Department	Department
Procurement, installation and maintenance of regulatory and warning signs.	City	City	City	Department	Department

# CERTIFICATE OF COMPLIANCE

Maintenance Agreement No. \_\_\_\_\_ QE 2229 Supp 4  
Maintenance Agreement between the Nebraska Department of Roads and the  
Municipality of Bellevue  
Municipal Extensions in Bellevue

We hereby certify that all roadway snow removal and/or surface maintenance has been accomplished as per terms of the Maintenance Agreement specified above.

As per Section 8d of the Agreement, we are submitting this certificate to District Engineer Thomas W. Goodbarn, Department of Roads, Bellevue, Nebraska.

ATTEST: \_\_\_\_\_ day of \_\_\_\_\_, 20.

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

\_\_\_\_\_  
*Mayor/Designee*

I hereby certify that all roadway snow removal and/or surface maintenance was performed as per the above listed agreement and payment for the same should be made.

\_\_\_\_\_  
*District Engineer, Department of Roads*

### For Office Use Only

Agreement No.: \_\_\_\_\_  
Pay/Bill Code: \_\_\_\_\_  
Contractor No.: \_\_\_\_\_  
Amount: \$ \_\_\_\_\_

# NEBRASKA

Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

## City Maintenance Agreement

### Attachment B

City of: Bellevue  
Date: 1/1/25

Surface Maintenance

From Attachment "C", it is determined that the State's responsibility for surface maintenance within the City limits is 10.24 lane miles. Pursuant to Sections 1a, 8a, 8d of the Agreement and to Attachment "C" made part of this Agreement through reference, the State agrees to pay to the City the sum of \$2,030.00 per lane mile for performing the surface maintenance on those lanes listed on Attachment "C".

Amount due the City for surface maintenance:  
10.24 lane miles x \$2,030.00 per lane mile = \$20,787.20.

Snow Removal

From Attachment "A", it is determined that snow removal within City limits is the responsibility of the City. Pursuant to Section 8d of the Agreement and to Attachment "C" made a part of this Agreement through reference, the City agrees to pay to the State the sum of \$ \_\_\_\_\_ per lane mile for performing snow removal on those lanes listed on Attachment "C".

Amount due the State for snow removal:  
\_\_\_\_\_ lane miles x \$ \_\_\_\_\_ per lane mile = \$ \_\_\_\_\_

Other (Explain)

STATE OF NEBRASKA  
DEPARTMENT OF TRANSPORTATION

City of Bellevue

RESPONSIBILITY FOR SURFACE MAINTENANCE  
OF MUNICIPAL EXTENSIONS

Neb. rev. Stat. 39-1339  
and Neb. Rev. Stat. 39-2105

DESCRIPTION	HWY NO.	REF FROM	POST TO	LENGTH IN MILES	TOTAL DRIVING LANES	TOTAL LANE MILES	RESPONSIBILITY STATE	CITY
Ramp to Hwy 75 NB to S 5th St	34	385.35	385.7	0.35	4	1.4	1.4	
				<del>0.4</del>		<del>1.6</del>	<del>1.6</del>	
West City Limits								
48th Street to 25th Street	370	13.40	15.46	2.06	4	8.24	8.24	
Hwy75 Bridge to Hwy 75 North off Ramp	370	16.06	16.16	0.10	4	0.40	0.40	
<b>Total Lane Miles</b>						<del>10.24</del>	<del>10.24</del>	
						10.04	10.04	

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16g.  
12/16/2025

COUNCIL MEETING DATE: December 16, 2025		SUBMITTED BY: David Goedeken - Public Works Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

BPW 240604 ST26(06) M146(318) Ft Crook & Cary St Box Culvert Reconstruction

SYNOPSIS/BACKGROUND:

The City of Bellevue Public Works received 2 - bids for the Ft Crook & Cary St Box Culvert Reconstruction on December 3 ranging from \$132,555.02 to \$163,848.00.

After the review of the bids received, the low, responsive, responsible bidder is Valley Corporation in the amount of \$132,000.00. We recommend the City Council approve and the Mayor to execute the Notice of Award and review the Agreement with Valley Corp in the amount of \$132,555.02 to be executed upon the receipt of the insurances and bonds by Public Works.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?:  YES  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:

City Council approve and the Mayor to execute the Notice of Award and approve the Agreement with ~~Midwest DCM~~ *Valley Corp.* in the amount of \$132,555.02 to be executed upon the receipt of the insurances and bonds by Public Works.

ATTACHMENTS:

1. <input type="text" value="Bid Tab"/>	2. <input type="text" value="Agreement"/>	3. <input type="text" value="Award Recommendation/Concurrence"/>
4. <input type="text" value="Notice of Award"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*Handwritten signatures:*  
 Daniel Ullrich  
 [Signature]  
 [Signature]



December 5, 2025

**John Krager, PE**  
**City of Bellevue – Public Works Department**  
1510 Wall Street  
Bellevue, NE 68005

Subject: Box Culvert Wingwalls Reconstruct at Fort Crook Rd. & Cary St.  
BPW Project No.: 240604  
HGM Project No.: 702324  
Letter of Recommendation

Dear John,

Based upon two (2) bids received on December 5, 2025, Valley Corporation had the lowest base bid in the amount of \$132,555.02.

No alternates were added to the base bid amount for this project.

We hereby recommend award of the subject project to Valley Corporation, of Valley, Nebraska, for the base bid amount of \$132,555.02.

Attached is the bid tabulation for the above referenced project.

Yours very truly,  
HGM ASSOCIATES INC.

A handwritten signature in blue ink that reads "Payton Seager". The signature is written in a cursive style.

Payton D. Seager, PE  
Project Manager

Attachment: Bid Tab





# AIA<sup>®</sup> Document A101<sup>®</sup> – 2017

## **Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum**

**AGREEMENT** made as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year  
Two Thousand Twenty-Five

**BETWEEN** the Owner:

City of Bellevue  
1500 Wall Street  
Bellevue, Nebraska 68005

and the Contractor:

Valley Corporation  
28001 Ida Circle  
PO Box 589  
Valley, Nebraska 68064

for the following Project:

BPW-240604 Box Culvert Wingwalls Reconstruct  
Ft. Crook Road & Cary Street  
Bellevue, NE 68147  
Removal of the failed wingwall and other debris from the culvert apron and  
reconstruction of new sheet pile wingwall.

The Architect:

HGM Associates Inc.  
450 Regency Parkway, Suite 120  
Omaha, Nebraska 68114

The Owner and Contractor agree as follows.

### **ADDITIONS AND DELETIONS:**

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101@-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201@-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

## TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

### EXHIBIT A INSURANCE AND BONDS

#### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

#### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

#### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

#### § 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

- Not later than ( ) calendar days from the date of commencement of the Work.

[ X ] By the following date: April 3, 2026

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
N/A	

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

#### ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Hundred Thirty-Two Thousand Five Hundred Fifty-Five dollars and two cents (\$ 132555.02 ), subject to additions and deductions as provided in the Contract Documents.

#### § 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
N/A	

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

Item	Price	Conditions for Acceptance
N/A		

§ 4.3 Allowances, if any, included in the Contract Sum:

Item	Price
N/A	

§ 4.4 Unit prices, if any:

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

§ 4.5 Liquidated damages, if any:

If the Contractor shall fail to complete the project by the above reference substantial completion date the Contractor agrees to pay the Owner as liquidated damages and not as a penalty, the sum of \$500 for each and every calendar day that the Contractor is in default of substantial completion of the work under this Contract.

#### ARTICLE 5 PAYMENTS

#### § 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of

the month, or as follows:

N/A

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the LAST day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the THIRTIETH day of the FOLLOWING month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than THIRTY ( 30 ) days after the Architect receives the Application for Payment.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

10% (Ten Percent)

§ 5.1.7.1.1 The following items are not subject to retainage:

N/A

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

N/A

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

N/A

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner’s prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

### § 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner’s final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, or as follows:

N/A

### § 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

0 % (Zero Percent)

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

Payton Seager  
HGM Associates Inc.  
450 Regency Parkway, Suite 120  
Omaha, Nebraska 68114

### § 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

Arbitration pursuant to Section 15.4 of AIA Document A201–2017

Litigation in a court of competent jurisdiction

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

#### **ARTICLE 7 TERMINATION OR SUSPENSION**

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201-2017, then the Owner shall pay the Contractor a termination fee as follows:

N/A

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2017.

#### **ARTICLE 8 MISCELLANEOUS PROVISIONS**

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

John Krager  
City of Bellevue – Public Works Department  
1510 Wall Street  
Bellevue, Nebraska 68005  
Office: (402) 293-3144  
Mobile: (402) 490-4875  
Email: [John.Krager@bellevue.net](mailto:John.Krager@bellevue.net)

§ 8.3 The Contractor's representative:

Jeff Grady  
Valley Corporation  
28001 Ida Circle  
PO Box 589  
Valley, Nebraska 68064  
(402) 359-2578

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

#### **§ 8.5 Insurance and Bonds**

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

#### **ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 Certificate of Insurance, Performance Bond, and Payment Bond.
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction (by reference;

see Project Manual Specifications)

**.4 Drawings**

<b>Number</b>	<b>Title</b>	<b>Date</b>
All Inclusive (Included by reference of the Cover Sheet Index)	Box Culvert Wingwalls Reconstruct	November 2025

**.5 Specifications**

<b>Section</b>	<b>Title</b>	<b>Date</b>	<b>Pages</b>
All Sections (Included by reference of the Table of Contents)	Project Manual for Bellevue Public Works Box Culvert Wingwalls Reconstruct - Ft Crook and Cary	November 2025	All Inclusive

**.6 Addenda, if any:**

<b>Number</b>	<b>Date</b>	<b>Pages</b>
N/A		

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

**.7 Other Exhibits:**

AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:

The Sustainability Plan:

<b>Title</b>	<b>Date</b>	<b>Pages</b>
--------------	-------------	--------------

Supplementary and other Conditions of the Contract:

<b>Document</b>	<b>Title</b>	<b>Date</b>	<b>Pages</b>
Specifications	Supplementary Conditions of the Contract for Construction	November 2025	All Inclusive

**.8 Other documents, if any, listed below:**

- Bid Proposal
- Equipment Assessment Certification - Exhibit "A"
- City of Bellevue's Affirmative Action Equal Employment Opportunity Policy Statement
  - Within thirty (30) days of the date of this Contract, Contractor shall adopt an affirmative action policy and program for equal employment opportunity similar to but not limited to the Equal Employment Action Program of City. Further, within ninety (90) days of the date of this Contract, assuming this Contract is of a duration of at least ninety (90) days, and annually thereafter for the duration of this Contract, Contractor shall submit an affirmative action report to City. By executing this Contract, Contractor acknowledges and agrees to comply with City's Affirmative Action Equal Opportunity Policy Statement, as attached hereto as Exhibit "B" and incorporated herein by this reference.

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
OWNER (Signature)

\_\_\_\_\_  
CONTRACTOR (Signature)

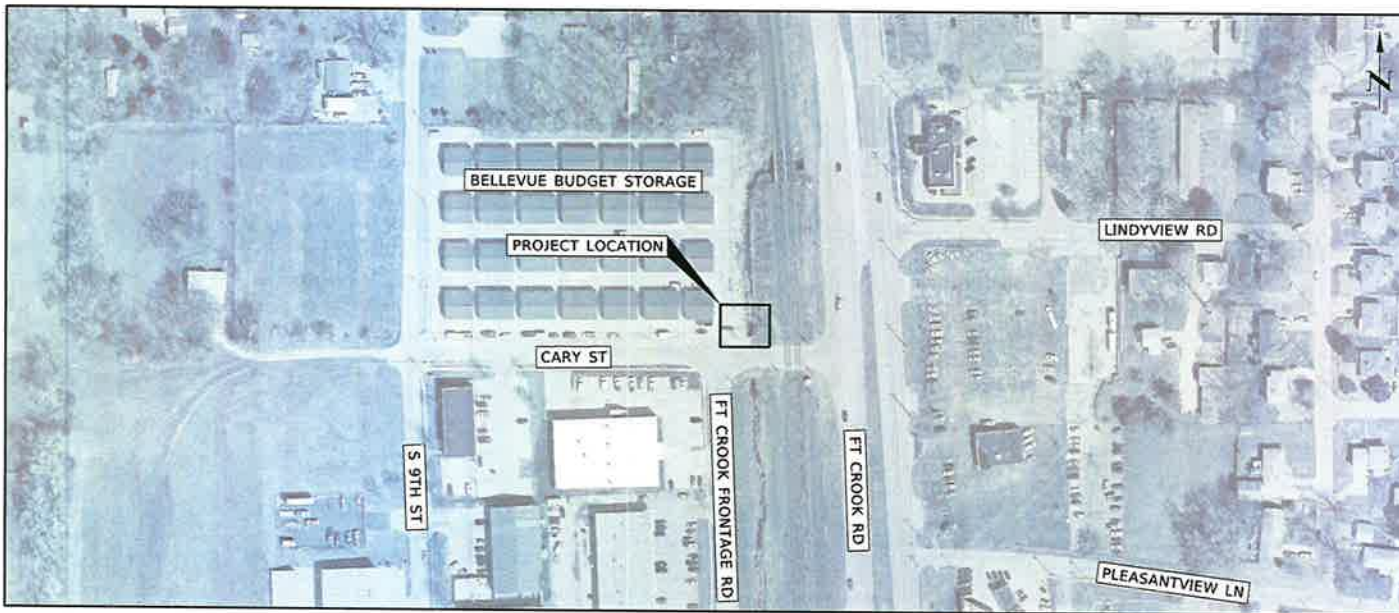
\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
(Printed name and title)



# CITY OF BELLEVUE PUBLIC WORKS DEPARTMENT FORT CROOK ROAD AND CARY STREET

## BOX CULVERT WINGWALL RECONSTRUCT



LOCATION AERIAL  
No Scale

Current versions of all 2024 City of Omaha Specifications and Standard Plates can be found online at:

<https://publicworks.cityofomaha.org/standard-plates-and-specifications/>

Current versions of the Nebraska Department of Transportation Standard Specifications and Standard Plans can be found online at:

<https://dot.nebraska.gov/business-center/design-consultant/stand-spec-manual/>

Standard Plates and Specifications for this Project are current as of letting date with a copy on file at the City of Bellevue Public Works Office.

### UTILITY CONTACTS

OMAHA PUBLIC POWER DISTRICT (OPPD)

CONTACT NAME: N/A

CONTACT PHONE: N/A

CONTACT EMAIL: N/A

METROPOLITAN UTILITIES DISTRICT (MUD)

CONTACT NAME: N/A

CONTACT PHONE: N/A

CONTACT EMAIL: N/A

CENTURYLINK

CONTACT NAME: N/A

CONTACT PHONE: N/A

CONTACT EMAIL: N/A



Underground Utility locations shown are from information provided to us from Utility Companies. Utility companies make no warranties or guarantees regarding the accuracy of the information contained in their documents and provides it only as general information to the receiver.

### - INDEX OF SHEETS -

SHEET NO.	DESCRIPTION
1	Cover Sheet
2	General Notes & Quantities
3	Plan of Removals
4	Plan of Construction
5	Wingwall Removal Details
6	Wingwall Construction Details
7	Drainage Details
8	Right of Way

### - OPW STANDARD PLATES -

PLATE NO.	DESCRIPTION
101-02	Silt Fence
101-05	Wattles
807-01	Chain Link Fences and Chain Link Fence Gate
807-02	Temporary Fence

### - NDOT STANDARD PLANS -

PLAN NO.	DESCRIPTION
455-R2	Concrete Ditch Lining

REVISIONS & ADDENDUMS			
REV.	ADD.	DATE	SHEETS



11/13/2025

**hgm**  
ASSOCIATES INC.  
PROJ. NO. 702324

**BPW-240604**

DESIGNED BY: J. Platosh	DATE: 09/2025	DETAILED BY: A. Powers	DATE: 09/2025
DESIGN ENGINEER: P. Seeger	DATE: 09/2025	SURVEYED BY: HGM Associates Inc.	DATE: 09/2024
CITY ENGINEER:	DATE:	FIELDBOOK NO.: N/A	
SCALE: Not Scale		SHEET: 1	OF: 8

**TABLE OF CONTENTS**

**DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS**

Notice to Bidders  
Instructions to Bidders  
Bid Proposal Form  
General Conditions  
Supplemental Conditions  
Miscellaneous Forms:  
    Shop Drawing Transmittal Form  
    Change Order  
Schedule of Drawings

**DIVISION 01 – GENERAL REQUIREMENTS**

01 00 00	Project Contact List
01 10 00	Summary of Work
01 20 00	Project Meetings
01 33 00	Submittals Procedures
01 40 00	Quality Requirements
01 50 00	Construction Facilities and Temporary Controls
01 77 00	Closeout Procedures
01 80 01	Special Provisions

HGM Associates Inc.  
702324  
BPW-240604

BPW Box Culvert Wingwalls  
Reconstruct – Ft Crook & Cary  
Bellevue, Nebraska

### BID PROPOSAL

TO: Bellevue Public Works  
1510 Wall Street  
Bellevue, Nebraska

PROJECT: Box Culvert Wingwalls Reconstruct

I, or we, the Undersigned hereby propose to complete the above work, furnishing all materials, labor and service therefore, and all according to the DRAWINGS and PROJECT MANUAL as prepared by HGM ASSOCIATES INC., 450 Regency Parkway Suite 120, Omaha, Nebraska 68114, dated November 13, 2025, for the sum set forth below, subject to all addenda officially issued by the Architect prior to bidding.

The Undersigned acknowledges that the following Addenda were received and considered in the preparation of this proposal, and their receipt and inclusion as a part of this proposal is hereby acknowledged.

ADDENDA NO.

DATED

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

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

The Undersigned agrees, upon receipt of written notice of intent to award the Contract that he will execute, AIA Document 101 "Agreement Between Contractor and Owner" on the standard form issued by the American Institute of Architects in accordance with his bid proposal.

Within 48 hours from bid opening, Contractor shall submit a list of subcontractors they intend to use for the Work.

The Undersigned understands that the Owner reserves the right to reject or accept any or all bids, to waive any or all technicalities in the bidding procedure, or to accept any alternate bid items (ABI), in any order or quantity.

The Undersigned further agrees that if awarded the Contract, work shall commence as soon as the Contract is approved and "Written Notice to Proceed" is issued.

Reasonable allowance will be made for delay in progress of work if cause by any act or neglect of the Owner or by any authorized agent of the Owner, by changes ordered in the work, by fire, by unavoidable casualties or causes beyond the Contractor's control.

The Undersigned agrees that withdrawal of this Bid Proposal, or failure to sign the Agreement or furnish a satisfactory Performance Bond and Payment Bond within time hereinabove set forth shall automatically bar Undersigned from any further consideration and terminate any and all rights Undersigned may have acquired in, by, or through this Bid or Proposal.

HGM Associates Inc.  
702324  
BPW-240604

BPW Box Culvert Wingwalls  
Reconstruct – Ft Crook & Cary  
Bellevue, Nebraska

No bidder may withdraw their proposal within 30 days after the bid opening.

The Contractor agrees that the work can begin immediately and that the project will be substantially complete by April 3, 2026 and final closeout of project will be complete by April 17, 2026. If the Contractor shall fail to do so, the Contractor agrees to pay the Owner as liquidated damages and not as a penalty, the sum of \$500.00 for each and every calendar day that the Contractor is in default of substantial completion of the work under this Contract.

TOTAL LUMP SUM BASE BID:

One hundred thirty-two thousand five hundred fifty-five and <sup>02</sup>/<sub>100</sub> Dollars  
(\$ 132,555.02 )

(The Bidder shall make no additional stipulations on the bid form nor qualify the Bid in any other manner.)

VOLUNTARY SUBSTITUTIONS


<u>Products</u>	<u>Manufacturer</u>	<u>Adjustment In Bid</u>
_____	_____	add / deduct \$ _____
_____	_____	add / deduct \$ _____
_____	_____	add / deduct \$ _____

IN WITNESS WHEREOF THE Undersigned Bidder has caused (his, her, their) signature to be affixed by a duly authorized (Officer, Partner, Owner), this \_\_\_\_ day of \_\_\_\_\_, 2025.

FIRM NAME: Valley Corporation

MAILING ADDRESS: 28001 Ida Circle, PO Box  
589, Valley, NE 68064

TELEPHONE: 402-359-2578

BY:   
Jeff Grady

(Printed name)  
Vice President

(Title)

**Corporate Resolution Identifying Authorized Signer**

Be it resolved that it is in the best interests of the Valley Corporation to enter contracts and provide bids.

In furtherance of this resolution, Jeffrey Grady the Vice-President is duly authorized to enter into and sign said contracts on behalf of the Valley Corporation. Jeffrey Grady currently holds the office of Vice-President and has held that office since April 3, 2025. The Vice-President is further authorized to provide such additional information and execute such other documents as may be required by the state or federal governments in connection with said contracts and to execute any amendments, rescissions, and revisions thereto.

The Treasurer is authorized to impress the seal of the Valley Corporation on any such document, amendment, rescission, or revision.

I, Paul Hanson, the Treasurer of Valley Corporation, do hereby certify this to be a true copy of the resolution duly adopted at the Special Meeting of Directors on April 3, 2025, and that it has not been rescinded, amended or altered in any way, **and that it remains in full force and in effect.**

Paul Hanson, Treasurer  
Treasurer

April 3, 2025  
Date

 **AIA** Document A310™ – 2010

**Bid Bond**

**CONTRACTOR:**

*(Name, legal status and address)*  
 Valley Corporation  
 28001 Ida Circle  
 Valley, NE 68064

**SURETY:**

*(Name, legal status and principal place of business)*  
 Westfield Insurance Company  
 P.O. Box 5001  
 Westfield Center, OH 44251-5001

**OWNER:**

*(Name, legal status and address)*  
 Bellevue Public Works Department  
 1500 Wall Street  
 Bellevue, NE 68005

**BOND AMOUNT:** FIVE PERCENT OF AMOUNT BID (5%)

**PROJECT:**

*(Name, location or address, and Project number, if any)*  
 Box Culvert Wingwalls Reconstruct

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

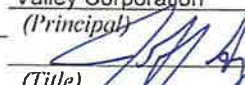

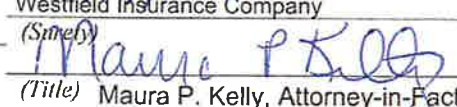
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 3rd day of December, 2025

 <i>(Witness)</i>	Valley Corporation <i>(Principal)</i>	 <i>(Title)</i> VICE PRESIDENT	<i>(Seal)</i>
 <i>(Witness)</i>	Westfield Insurance Company <i>(Surety)</i>	 <i>(Title)</i> Maura P. Kelly, Attorney-in-Fact	<i>(Seal)</i>

**CAUTION:** You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 08/18/25, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 2620402 02

General  
Power  
of Attorney

**Westfield Insurance Co.**  
**Westfield National Insurance Co.**  
**Ohio Farmers Insurance Co.**  
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint  
**SHARON K. MURRAY, JOAN LEU, MAURA P. KELLY, KEVIN J. STENGER, JACQUELINE L. DREY, DUSTIN COOPER, JUSTIN TOMLIN, ALEX MAUSBACH, JOINTLY OR SEVERALLY**

of **OMAHA** and State of **NE** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, consents of surety, or other instruments or contracts of suretyship in any penal limit, and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be it Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their Vice President, Surety and their corporate seals to be hereto affixed this 18th day of **AUGUST** A.D., 2025 .

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

By: **Gary W. Stumper, Vice President, Surety**

State of Ohio  
County of Medina ss.:

On this 18th day of **AUGUST** A.D., 2025 , before me personally came **Gary W. Stumper** to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, OH**; that he is **Vice President, Surety** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed



**David A. Kotnik, Attorney at Law, Notary Public**  
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio  
County of Medina ss.:

I, **Kathleen Golovan, Chief Administrative Officer & Corporate Secretary** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 3rd day of **December** A.D., 2025 .



**Kathleen Golovan, Chief Administrative Officer & Corporate Secretary**

**EXHIBIT "A"**  
**EQUIPMENT ASSESSMENT CERTIFICATION**

**BY REQUIREMENT OF THE NEBRASKA STATE STATUTE 77-1323, THE FOLLOWING INFORMATION  
MUST BE FURNISHED BY ALL CONTRACTORS AND SUBCONTRACTORS UTILIZING ANY EQUIPMENT ON  
ANY AND ALL PUBLIC IMPROVEMENT CONTRACTS.**

I certify to the best of my knowledge and belief, all the information on this form is correct. All equipment to be used on City of Bellevue Project No. **BPW- 240604**, except that acquired since the assessment date, has been assessed for taxation for the current year in \_\_\_\_\_, County.

Name of Company \_\_\_\_\_

Authorized Official \_\_\_\_\_

*(Print Name)*

\_\_\_\_\_  
*(Signature)*

Title \_\_\_\_\_

Date \_\_\_\_\_

## **EXHIBIT "B"**

### **COPY OF THE CITY OF BELLEVUE'S AFFIRMATIVE ACTION EQUAL OPPORTUNITY POLICY STATEMENT**

#### ***EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT***

It is the policy of the City of Bellevue that equal employment opportunity will be extended to all employees of the City of Bellevue and to all applicants for employment, and that all employees and applicants for employment will be considered without discrimination on the bases of race, religion, color, sex, disability, national origin or political affiliation.

All recruitment, hiring, and employment practices will be conducted without discrimination because of race, religion, color, sex, disability, national origin or political affiliation, and an affirmative action program will be developed and implemented for recruiting, hiring, and employing personnel of the City of Bellevue with equal treatment with respect to compensation and opportunities for advancement, including upgrading, promotion and transfer.

We realize the inequities associated with employment, upgrading, contracting and subcontracting for minorities and will direct our efforts to correcting any deficiencies to the maximum extent possible. The same will be required of our contractors, subcontractors and our or their suppliers.

The City assures compliance with Titles VI and VII of the Civil Rights Act of 1964, Executive Order 11246, as amended by Executive Order 11375 and/or other subsequent orders that may pertain to equal employment opportunity and merit employment policies.

This policy statement will be posted in the Bellevue City Hall in a place accessible to employees and applicants for employment. This policy will also be stated in all City contracts. Signed acknowledgments of the City's affirmative action policy and assurance of cooperation will be required of all contractors and subcontractors.

#### ***EQUAL EMPLOYMENT OFFICER***

The Bellevue City Administrator will serve as the Equal Employment Officer for the City of Bellevue and, with his/her staff, will be responsible for the implementation and coordination of the City's affirmative action program, will document and report on compliance with the program's objectives and process complaints concerning the program.

## ***NON-DISCRIMINATORY RECRUITING***

Advertising. Job openings with the City of Bellevue will be advertised and will include the following statement:

"An Equal Opportunity Employer"

Employment advertising will be placed with the goal of achieving equal exposure to all persons in the area. Communications including but not limited to such media as local newspapers, radio, television, minority publications and radio.

Schools. Recruitment will be accomplished by any feasible means available in local schools, colleges, and other educational institutions. Qualified members of minority groups will be encouraged to apply for employment opportunities with the City of Bellevue.

## ***CONTRACTS AND CONTRACTORS***

Contracts. A copy of the City of Bellevue's affirmative action equal employment opportunity policy statement will accompany all contracts awarded by the City of Bellevue and signed acknowledgments of this policy will be required of all contractors engaged by the City. All contracts awarded by the City shall include the following clauses:

"Non-discrimination. All recruitment, hiring and employment practices by the Contractor shall be conducted without discrimination because of race, religion, color, sex, disability, national origin or political affiliation. The Contractor shall insert a similar provision in all subcontracts for goods or services that are to be provided under this Contract."

"Affirmative Action. Within thirty (30) days of the day of this contract, the Contractor shall adopt an affirmative action policy and program for equal employment opportunity similar to but not limited to the Equal Employment Opportunity Action Program of the City of Bellevue. Further, within ninety (90) days of the date of this contract and annually thereafter for the duration of this contract, the Contractor shall submit an affirmative action report to the City."

Contractors. The City of Bellevue, in seeking contractors for provision of goods and services totaling Two Thousand Five Hundred Dollars (\$2,500) or more shall seek firms demonstrating non-discriminatory practices in its recruitment, hiring, and employment. The City may reject contract proposals from firms that demonstrate discriminatory personnel practices because of race, religion, color, sex, disability national origin or political affiliation.

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16h.  
12/16/2025

COUNCIL MEETING DATE: December 16, 2025		SUBMITTED BY: Dave Goedeken-Public Works Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

**BPW 250109 FI25(4)&(5) BFD Outbldg & Parking Lot**

SYNOPSIS/BACKGROUND:

City Council approve and authorize the Mayor to sign Change Order No.1 to Dean Snyder contract approved May 6, 2025 in the amount of \$10,377.83 for door hardware, concrete work for equipment pad, sanitary sewer extension and trailer sewer dump station, and electrical wiring of existing light poles in the amount of \$10,961.24

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?:  YES  COUNTER-PARTY:  Dean Snyder INTERLOCAL AGREEMENT:

CONTRACT DESCRIPTION:  BPW 250109 FI25(4)\_ (5) BFD Outbldg & Parking Lot

CONTRACT EFFECTIVE DATE:  CONTRACT TERM:  CONTRACT END DATE:

PROJECT NAME:  BPW 250109 FI25(4)\_ (5) BFD Outbldg & Parking Lot

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

CIP PROJECT NAME:  PH 3 Bldg, Storage & RR & Parking Lot CIP PROJECT NUMBER:  FI25(4) & (5)

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

ACCOUNTING DISTRUBUTION CODE:  ACCOUNT NUMBER:

RECOMMENDATION:

City Council approve and authorize the Mayor to sign Change Order No.1 to the Dean Snyder contract approved May 6, 2025 in the amount of \$10,961.24.

ATTACHMENTS:

1.  Change Order No. 1 2.  3.

4.  5.  6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*Daniel Willie*  
*[Signature]*  
*[Signature]*

# CHANGE ORDER NO.: 1

Owner:	City of Bellevue	Owner's Project No.:	250109
Architect:	GP Architecture	Architect's Project No.:	
Contractor:	Dean Synder Constr.	Contractor's Project No.:	2025-319
Project:	BFD Outbuilding and Parking Lot improvements		
Contract Name:	BFD Outbuilding and Parking Lot improvements		
Date Issued:	12/01/2025	Effective Date of Change Order:	12/16/2025

The Contract is modified as follows upon execution of this Change Order No. 1:

**Description:**

Exit/panic door hardware, expansion of concrete equipment pad, sanitary sewer dump station and sanitary sewer extension, and re-wire existing non-functioning light poles

**Attachments:**

1. Letter dated 11/24/2025 from Ralph Gladbach – GP Architecture (1-page)
2. Change Order No. 1 and Exhibit A (10-pages)

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ <u>809,000</u>	Original Contract Times: Substantial Completion: _____ Ready for final payment: <u>1/01/2026</u>
Increase/Decrease from previously approved Change Order No.: \$ <u>0</u>	Increase/Decrease from previously approved Change Order No.: Substantial Completion: _____ Ready for final payment: <u>0</u>
Contract Price prior to this Change Order: \$ <u>809,000</u>	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: <u>1/01/2026</u>
Increase this Change Order No. 1: \$ <u>10,961.24</u>	Increase/Decrease this Change Order: Substantial Completion: _____ Ready for final payment: <u>0</u>
Contract Price incorporating this Change Order: \$ <u>819,961.24</u>	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: <u>1/01/2026</u>

Recommended by Architect	Accepted by Contractor
By: <u>Ralph Gladbach</u>	By: <u>Jeff Keating</u>
Title: <u>Architect</u>	Title: <u>Project Manager</u>
Date: <u>12/2/25</u>	Date: <u>12.2.25</u>
Authorized by Owner	
By: _____	_____
Title: _____	_____
Date: _____	_____



# AIA® Document G701® – 2017

## Change Order

<b>PROJECT:</b> <i>(Name and address)</i> BFD Outbuilding 3100 S.P. Benson Drive Bellevue, NE 68147	<b>CONTRACT INFORMATION:</b> Contract For: General Construction Date: 11-11-2025	<b>CHANGE ORDER INFORMATION:</b> Change Order Number: 001 Date: 11/11/25
<b>OWNER:</b> <i>(Name and address)</i> City of Bellevue, Nebraska 1510 Wall Street Bellevue, NE	<b>ARCHITECT:</b> <i>(Name and address)</i> GP Architecture, LLC 1708 Childs Road East Bellevue, NE, NE 68005	<b>CONTRACTOR:</b> <i>(Name and address)</i> Dean Snyder Construction Co., Inc. 15102 S. 231st Street Gretna, NE 68025

**THE CONTRACT IS CHANGED AS FOLLOWS:**

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

See Exhibit "A" as attached to this Change Order for a description of changes included in this Change Order

The original was	\$ 809,000.00
The net change by previously authorized Change Orders	\$ 0.00
The prior to this Change Order was	\$ 809,000.00
The will be increased by this Change Order in the amount of	\$ 10,961.24
The new including this Change Order will be	\$ 819,961.24

The Contract Time will be unchanged by Zero (0) days.  
 The new date of Substantial Completion will be 01-01-2026

**NOTE:**

This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

 _____ <b>ARCHITECT</b> <i>(Signature)</i>	 _____ <b>CONTRACTOR</b> <i>(Signature)</i>	_____ <b>OWNER</b> <i>(Signature)</i>
BY: Ralph Gladbach _____ <i>(Printed name, title, and license number if required)</i>	BY: Mr. Jeff Keating, Project Manager _____ <i>(Printed name and title)</i>	_____ <i>(Printed name and title)</i>
12/5/25 _____ Date	12.8.25 _____ Date	_____ Date

**EXHIBIT "A"**

**CITY OF BELLEVUE**

**NEW BELLEVUE FIRE DEPARTMENT UTILITY BUILDING PROJECT**

**DESCRIPTION OF CHANGE ORDER ITEMS**

**CHANGE ORDER NO. 1**

1. Door Hardware: In consultation with the security equipment provider for the City of Bellevue regarding the access control system for the new building, it was indicated that they want to see exit/panic devices installed in conjunction with the electric strikes tied to the access control fob's in lieu of the mortise hardware and electric strikes that were originally specified on the project. The exit devices are more expensive than the scheduled mortise hardware, thus this change order cost involves primarily the additional costs for the exit/panic devices and associated hardware that will be provided

Cost this Item: Add \$ 1,982.02

2. Concrete Work: The equipment pad for the ground mounted condensing unit and drain cleanouts was expanded. The cost indicated below is for additional concrete work associated with the expansion of the pad area.

Cost this Item: Add \$ 2,267.55

3. Sewer Extension: Extend the planned trailer dump station for the Police Mobile Command Center by approximately 30 feet to be located closer to the main roadway from where the dump station was originally shown on the project Civil plans.

Cost this Item: Add \$ 3,777.52

4. Light Poles: There are two existing street lights along S.P. Benson Drive to the south of the new building that are non-functional. It is unknown where/how these lights became non-functional. In discussions with City personnel and BFD representatives, it has been determined to reconnect these two lights to the electrical panel in the new Utility Building. Connection to the building will require trenching between the lights and to the building to install new feeder lines.

Cost this Item: Add \$ 2,934.15

**TOTAL CONTRACT CHANGE THIS CHANGE ORDER:**

**NET CONTRACT CHANGE: ADD \$ 10,961.24**



913 N 14<sup>th</sup> St, Clear Lake, IA 50428  
 5151 SE Rio Ct, Ankeny, IA 50021  
 15102 S 231<sup>st</sup> St, Gretna, NE 68028

# Change Order

JOB #: 2025-319  
 JOB NAME: Bellevue Fire Dept Utility Bldg  
 OWNERS NAME: City of Bellevue  
 ADDRESS: 8910 SP Benson Dr  
 CITY/STATE/ZIP: Bellevue NE 68147  
 DATE: Thursday, October 23, 2025

**CO 01**      **Change Hardware on Doors 100 and 100F**

**Authorization to perform the following, specifically described work listed below:**

*Add rim exit devices and electric strikes*

Phase	Contractor	Description	Cost
0810	Metal Doors	Hardware change - materials	\$1,320.00
0811	DSC	Installation	\$232.00
120	DSC	Coordination for power/security	\$232.00
-	-	-	
-	-	-	
-	-	-	
-	-	-	

**SUBTOTAL**      \$1,784.00

**OH&P**      \$178.40

**Performance and Payment Bond**      \$19.62

**ADDITIONAL CHARGE FOR ABOVE WORK IS:**

**TOTAL**      **\$1,982.02**

**Schedule Impact:**

Days Added or Deducted: 0 days  
 Description: December 31, 2025

Contractor - Select One :

- Lump Sum
- T&M Not to Exceed
- Cost Plus

Owner - Select One:

- Proceed With Work
- Work Not Approved
- Other - Describe

AUTHORIZED SIGNATURE: \_\_\_\_\_  
 (OWNER PROJECT MANAGER)

AUTHORIZED SIGNATURE: \_\_\_\_\_  
 (DEAN SNYDER CONSTRUCTION)

*Metal Doors and Hardware*

6949 So. 107<sup>TH</sup> Street

La Vista, NE. 68128

Phone: 402/592-0260

Fax: 402/592-0549

E -mail: [travish@metaldors.net](mailto:travish@metaldors.net)

**We Quote:**

Section: **87100**

*Credit:*

*2 each Mortise lock at \$ 1,300.00*

*2 each electric strike at \$ 760.00*

*2 each DPS at \$ 40.00*

*2 each motion sensors at \$ 290.00*

*2 each power supplies at \$ 400.00*

*Added cost:*

*2 each rim exits at \$ 3,480.00*

*2 each electric strike at \$ 630.00*

Contractor: Dean Snyder Construction

Attention: Jeff Keating

Project: BFD Utility Building

Location: Bellevue, Ne

Date: October 20, 2025

**For the sum of: \$ 1,320.00**

**Qualifications: N/A**

**Alternates: N/A**

**No Glass Included**

**No Sales Tax**

**No Installation**

**1 Addenda**

**FOB Job Site**

**This quote is only good for 30 days**

**No Retainage**

*Travis Huss*

---

Sales Representative







913 N 14<sup>th</sup> St, Clear Lake, IA 50428  
 5151 SE Rio Ct, Ankeny, IA 50021  
 15102 S 231<sup>st</sup> St, Gretna, NE 68028

# Change Order

JOB #: 2025-319  
 JOB NAME: Bellevue Fire Dept Utility Bldg  
 OWNERS NAME: City of Bellevue  
 ADDRESS: 8910 SP Benson Dr  
 CITY/STATE/ZIP: Bellevue NE 68147  
 DATE: Friday, November 7, 2025

**CO 04 Relocate Dump Station**

**Authorization to perform the following, specifically described work listed below:**

*Extend dump station closer to street*

Phase	Contractor	Description	Cost
2200	TH Const	Extend Dump Staion approximately 30 feet	\$3,194.11
-	-		
120	DSC	Coordination	\$206.00
-	-	-	
-	-	-	
-	-	-	
-	-	-	

SUBTOTAL \$3,400.11

OH&P \$340.01

Performance and Payment Bond \$37.40

**ADDITIONAL CHARGE FOR ABOVE WORK IS:**

**TOTAL \$3,777.52**

**Schedule Impact:**

Days Added or Deducted: 0 days

Description: December 31, 2025

Contractor - Select One :

- Lump Sum
- T&M Not to Exceed
- Cost Plus

Owner - Select One:

- Proceed With Work
- Work Not Approved
- Other - Describe

AUTHORIZED SIGNATURE: \_\_\_\_\_

(OWNER PROJECT MANAGER)

AUTHORIZED SIGNATURE: \_\_\_\_\_

(DEAN SNYDER CONSTRUCTION)



21651 William Circle, Gretna, NE 68028  
 Bruce Arp: (402) 957-8828 Fax: (402) 332-4193

**PROPOSAL**

PROPOSAL SUBMITTED TO Dean Snyder	PHONE:	Date
STREET	EMAIL	MOBILE PHONE
CITY STATE	JOB NAME Bellevue Fire Dept Utility building	
ATTN: Jeff and Tyler	JOB LOCATION: same	

**Proposal to extend the "dump station" cleanout to the curb line from the original location on the plans. We will extend the line roughly 30' from original location to curb line.**

**Sum of labor and materials \$3194.11**

**Notes and Assumptions:**

Bonding, add 1.5%  
 No Permits or Fees

Based on the information given to bid date.

*We Propose* hereby to furnish material and labor-complete in accordance with above specifications, for the sum of: **See Above**

Terms and Conditions: NET 30 days

Bruce Arp 402-957-8828

All material is guaranteed to be as specified. All work to be completed in a work manlike manner according to standard practices. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Signature \_\_\_\_\_

Note: This proposal may be withdrawn by us if not accepted within 30 days.

**Acceptance of Proposal**-The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: \_\_\_\_\_

Signature \_\_\_\_\_



913 N 14<sup>th</sup> St, Clear Lake, IA 50428  
5151 SE Rio Ct, Ankeny, IA 50021  
15102 S 231<sup>st</sup> St, Gretna, NE 68028

# Change Order

JOB #: 2025-319  
JOB NAME: Bellevue Fire Dept Utility Bldg  
OWNERS NAME: City of Bellevue  
ADDRESS: 8910 SP Benson Dr  
CITY/STATE/ZIP: Bellevue NE 68147  
DATE: Tuesday, November 11, 2025

**CO 05**      *Street Lights*

**Authorization to perform the following, specifically described work listed below:**

*Tie existing street lights into new building*

Phase	Contractor	Description	Cost
2600	KLINE	Electrical	\$2,435.00
-	-	-	
120	DSC	Coordination	\$206.00
-	-	-	
-	-	-	
-	-	-	
-	-	-	

**SUBTOTAL**      \$2,641.00

**OH&P**      \$264.10

**Performance and Payment Bond**      \$29.05

**ADDITIONAL CHARGE FOR ABOVE WORK IS:**

**TOTAL**      **\$2,934.15**

**Schedule Impact:**

Days Added or Deducted: 0 days

Description: December 31, 2025

Contractor - Select One :

- Lump Sum
- T&M Not to Exceed
- Cost Plus

Owner - Select One:

- Proceed With Work
- Work Not Approved
- Other - Describe

AUTHORIZED SIGNATURE: \_\_\_\_\_  
(OWNER PROJECT MANAGER)

AUTHORIZED SIGNATURE: \_\_\_\_\_  
(DEAN SNYDER CONSTRUCTION)



Date: 11/11/2025

Prepared By: Sam Vacanti

Project Location: Bellevue Fire Department Utility Bldg., 3100 S.P. Benson Dr., Bellevue, NE. 68147

Proposal to re-feed street lights to South of new Utility Building from new Electrical Panel.

Site: Equipment, Trenching & Backfill/Compaction included

Reroute underground pvc conduit from South Street Lights to West side of the Utility Building South Man Door sidewalk  
Stub Rigid Conduit approx. 2' above finish grade, install pulling LB through the wall & Install conduit to new Panel  
Pull new wire to first street light to refeed row to the South

**Labor: 16 Hours @ Normal Bid Rate of \$85.00: \$1,360.00**

**Materials & Underground: \$ 1,075.00**

**Job Total: \$ 2,435.00**

**Exclusions:**

Any Work not included in Scope above  
Replacing any Street Light Fixtures/Parts



CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16i.  
12/16/2025

COUNCIL MEETING DATE: December 16, 2025		SUBMITTED BY: Public Works/Street Department	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Repair storm sewer pipe

SYNOPSIS/BACKGROUND:

The Street Department is requesting approval to authorize Heimes Corp. to complete urgent repairs at 3 identified locations on Ft Crook Rd in the vicinity of Galvin Rd N where failed storm pipe has been identified during other contract work currently being completed in the area, involving pavement repair and storm inlet rehabilitation.

FISCAL IMPACT: \$219,253.00 BUDGETED FUNDS?: N 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: 7010.15 ACCOUNT NUMBER: 7010.15 - Street Improvements

RECOMMENDATION:

Approval of the attached Heimes Corp. proposal to complete repairs at the three (3) identified locations on Ft Crook Rd N., in the amount not to exceed \$219,253.00.

ATTACHMENTS:

1. City Bellevue CMP Replacement-R1 2. 3.  
4. 5. 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*Amie Brattigan*  
*John [Signature]*  
*[Signature]*



# Revised Proposal

Excavating & Utilities Division  
9144 South 147<sup>th</sup> Street • Omaha, NE 68138-3866  
(402) 894-1000 • Fax (402) 894-2444

Proposal Submitted To  
**City of Bellevue**  
1510 Wall St  
Bellevue, NE 68005  
Attn.: Bobby

Date **11/19/2025**  
Phone **402.293.3127**  
Email [Bobby.riggs@bellevue.net](mailto:Bobby.riggs@bellevue.net)  
Job Info **Fort Crook Road**  
**Storm Sewer Repair**

### Open cut line replacement: Point 1

Mobilize to site and vacuum excavate marked utilities – (2) phases  
Remove 800 SF of Fort Crook Road – including barricades for lane closure  
Excavate and remove failed storm sewer  
Connect to existing curb inlets with concrete collars  
Furnish and install 40 LF of 18" RCP with flow fill backfill per city requirement  
Replace street pavement with 9" of L-65 concrete per standards  
Backfill and seed any impacted soil behind curbs

**BID PRICE \$ 59,849.00**

### Open cut line replacement: Point 2

Mobilize to site and vacuum excavate marked utilities – (2) phases  
Remove 800 SF of Fort Crook Road – including barricades for lane closure  
Excavate and remove failed storm sewer  
Connect to existing curb inlets with concrete collars  
Furnish and install 40 LF of 15" RCP with flow fill backfill per city requirement  
Replace street pavement with 9" of L-65 concrete per standards  
Backfill and seed any impacted soil behind curbs

**BID PRICE \$ 59,849.00**

### Open cut line replacement: Point 3

Mobilize to site and vacuum excavate marked utilities – (2) phases  
Remove 1680 SF of Fort Crook Road – including barricades for lane closure  
Excavate and remove failed storm sewer  
Connect to existing curb inlets with concrete collars  
Furnish and install 70 LF of 18" RCP with flow fill backfill per city requirement  
Replace street pavement with 9" of L-65 concrete per standards  
Backfill and seed any impacted soil behind curbs

**BID PRICE \$ 99,655.00**

### Notes:

No surveying, staking, compaction testing or performance bond has been included  
Pricing can be reduced by \$ 310.00 for points 1 & 2 and \$ 566.00 for point 3 if work can be done in 2026  
No concrete testing, engineering, or private inspections have been included  
Pavement removal has been based on removal from existing joint to existing joint  
No asphalt patching or replacement has been included – pavement will be saw cut before replacement and poured to existing pavement – Actual pavement removal and replacement will be invoiced at \$ 25.00 per SF and saw cutting at \$ 9.00 per LF  
No engineering or traffic control plan has been included  
Piping will be replaced from face of existing curb inlet and go to the opposite curb inlet

*All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.*

**Matt Sykora for Heimes Corp.**  
This proposal may be withdrawn by us if not accepted within 30 days.

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 12/16/2025		SUBMITTED BY: Chief Guido	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Remounting Med-15 on a new 2026 chassis.

SYNOPSIS/BACKGROUND:

Med-15 currently has more than 109,600 miles on its chassis. Based on the heavy call volume experienced by Bellevue Fire, Todd Jaroz from the City Shop recommends remounting Med-15 rather than purchasing a brand-new unit. This option would place the existing medic box onto a new 2026 chassis and fully recondition the box to a like-new condition. The estimated cost to remount is \$252,720.00. The cost of a new medic unit is \$379,864.00. Remounting would result in an estimated savings of \$127,144.00. Additionally, the City would not receive the reconditioned medic unit until after October 2026, which would likely shift the actual purchase into the 2027 budget year. Remounting provides a more cost-effective solution while maintaining operational readiness within a more practical timeline.

FISCAL IMPACT: \$252,720.00 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 remounting Med-15 on a new 2026 chassis through North Central Emergency Vehicles and receiving it after October 2026.

ATTACHMENTS:

1. Purchase Proposal	2. Estimate	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*Shirley Pontreille*  
*[Signature]*  
*[Signature]*



**North Central Emergency Vehicles**  
 3800 W Cavalry Court  
 Lincoln, NE 68528  
 (402) 650-4616

# ESTIMATE

12/3/2025

**Bill To:**  
**Bellevue Fire Department**  
 1500 Wall St  
 Bellevue, NE 68005

Quote #: R7820  
 Quote Exp: 1/2/26  
 Prepared By: Anderson

Description	Unit Price
Braun Remount R7820 per proposed work order	\$252,720.00
<i>*Unit to be pre-inspected at Braun - Recommended changes/credits will be approved by customer prior to production*</i>	

Notes

Total **\$252,720.00**

Product quotes are subject to change. Purchase price will be published price list on the date of order acceptance by customer

Pricing may be revised per the specifications of your Final Order, applicable Change Requests, and chassis availability from the OEM.

FORCE MAJEURE Company shall not be liable or responsible to Purchaser, or be deemed to have defaulted or breached these Standard Terms and Conditions, for any failure or delay in fulfilling or performing any of these Standard Terms and Conditions when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Company including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities, terrorist threats or acts, riot or other civil unrest, national emergency, revolution, insurrection, epidemic/pandemic, telecommunication breakdown, power outage, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), restraints or delays affecting carriers, inability or delay in obtaining chassis from an original equipment manufacturer or other supplies of adequate or suitable components or materials at reasonable prices.

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: <b>December 16, 2025</b>		SUBMITTED BY: Harrison Johnson, Economic & Community Development	
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:

Amended & Restated Agreement Between City of Bellevue & ARCO/Murray National Holdings, Inc. as Constructor Plus Fee with Guaranteed Maximum Price & General Conditions of Contract for Construction.

SYNOPSIS/BACKGROUND:

This items pertains to the full scope of the Water Park construction. As part of the CMAR process ARCO/Murray has provided an Amended & Restated Agreement for the water park. It is my request that both agreements receive approval and authorization for the Mayor to sign the Amended & Restated Agreement between the City of Bellevue & ARCO/Murray National Holdings, Inc. as Constructor Plus Fee with Guaranteed Maximum Price & sign the General Conditions of Contract for Construction, in an amount not to exceed \$79,977,029.00.

FISCAL IMPACT?:  BUDGETED FUNDS?:  GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE:  CONTRACT TERM:  CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME:  CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE:  ACCOUNT NUMBER:

RECOMMENDATION:

Approve and authorize the Mayor to sign the Amended & Restated Agreement Between Owner & CMAR as Constructor Plus Fee with Guaranteed Maximum Price & sign the General Conditions of Contract for Construction , in an amount not to exceed \$79,977,029.00.

ATTACHMENTS:

7. AIA A133-2019 Exhibit E Alternates Log

8. AIA A133-2019 Exhibit F Schedule of Values

- |   |   |   |
|---|---|---|
| 1. <input type="text" value="AIA A133-2019 Amended &amp; Restated Agreement Owner &amp; CMAR"/> | 2. <input type="text" value="AIA A133-2019 Exhibit B Insurance &amp; Bonds"/> | 3. <input type="text" value="AIA A133-2019 Exhibit D Drawing Log"/>                               |
| 4. <input type="text" value="AIA A133-2019 Exhibit A Guaranteed Maximum Price Amendment"/>      | 5. <input type="text" value="AIA A133-2019 Exhibit C Outline Specification"/> | 6. <input type="text" value="AIA A201-2017 General Conditions of the Contract for Construction"/> |

SIGNATURES:

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

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

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

# AIA<sup>®</sup> Document A133<sup>®</sup> – 2019 Exhibit A

## **Guaranteed Maximum Price Amendment**

This Amendment dated the 16<sup>th</sup> day of December in the year 2025, is incorporated into the accompanying AIA Document A133<sup>™</sup>–2019, Standard Form of Agreement (As Modified) Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 16<sup>th</sup> day of December in the year 2025 (the "Agreement")  
(In words, indicate day, month, and year.)

for the following **PROJECT:**  
(Name and address or location)

Bellevue Bay Indoor Water Park  
Highway 75 and 34; Northwest corner  
Bellevue, NE 68005

**THE OWNER:**  
(Name, legal status, and address)

City of Bellevue  
1500 Wall Street  
Bellevue, NE 68005

**THE CONSTRUCTION MANAGER:**  
(Name, legal status, and address)

ARCO/Murray National Holdings, Inc.  
3113 Woodcreek Dr.  
Downers Grove, IL 60515

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201<sup>™</sup>–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

## **TABLE OF ARTICLES**

- A.1 GUARANTEED MAXIMUM PRICE**
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED**
- A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS**

### **ARTICLE A.1 GUARANTEED MAXIMUM PRICE**

#### **§ A.1.1 Guaranteed Maximum Price**

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

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User Notes:

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§ A.1.1.1 As further provided in Section 6.2 of the Agreement, the Contract Sum is guaranteed by the Construction Manager not to exceed Eighty-Nine Million, Six Hundred and Six Thousand, and Three Hundred and Nine and no/100 Dollars (\$89,606,309.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Impacts from Tariffs: The parties acknowledge and agree that tariffs, levies, duties, taxes or laws/regulations of similar effect (collectively, "Tariffs") may go into effect after the date hereof and Contractor has not included the impact of any Tariffs in the Contract Sum. In the event that the cost of materials or equipment to be incorporated into the Work escalates prior to the expiration of the Contract Time due to Tariffs, whether such escalation is the result of direct Tariff assessments or the impact of Tariffs on demand and price for domestically produced materials or equipment, Contractor shall: (i) inform Owner of such escalation and shall provide back-up documentation establishing such escalation; (ii) use commercially reasonable efforts to work with Owner, Subcontractors and Suppliers to develop mitigation strategies; (iii) be entitled to an increase in the Contract Sum to the extent of any substantiated material price escalation (or in the alternative such increase can be charged to the unforeseen allowance). Additionally, if the delivery of materials is delayed for causes beyond Contractor's control, such delay shall be deemed an Excused Delay."

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement. See Exhibits E and F to the Agreement (Provide itemized statement below or reference an attachment.)

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 Alternates

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
See Exhibit E to the Agreement	

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
See Exhibit E to the Agreement		

§ A.1.1.6 Unit prices, if any: See Exhibit C to the Agreement

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
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§ A.1.1.7 Lump Sum Costs. The Contract Sum is inclusive of the following Lump Sum Cost Elements:

- a. Lump Sum General Conditions, in the sum of Three Million, Eight Hundred and Ninety-Seven Thousand, Three Hundred and Forty-one and no/100 Dollars (\$3,897,341).

**ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

§ A.2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

The date of execution of this Amendment.

Established as follows:  
(Insert a date or a means to determine the date of commencement of the Work.)

As provided in Section 3.3.1.2 of the Agreement and per the schedule milestone dates outlined in Exhibit C

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

**§ A.2.2** Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

**§ A.2.3 Substantial Completion**

**§ A.2.3.1** Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

Not later than Seven Hundred and Twenty-Five ( 725 ) calendar days from the date of commencement of the construction phase of the Work.

By the following date:

**§ A.2.3.2** Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
N/A	

**§ A.2.3.3** If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

**ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED**

**§ A.3.1** The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

**§ A.3.1.1** The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
See Exhibit C to the Agreement			

**§ A.3.1.2** The following Specifications:  
(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

See Exhibit C to the Agreement  
(Row deleted)

**§ A.3.1.3** The following Drawings:  
(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

See Exhibit D to the Agreement  
(Row deleted)

**§ A.3.1.4** The Sustainability Plan, if any:

*(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)*

Title	Date	Pages
N/A		

Other identifying information:

**§ A.3.1.5** Allowances, if any, included in the Guaranteed Maximum Price:  
*(Identify each allowance.)*

Item	Price
See Exhibits C and F to the Agreement	

**§ A.3.1.6** Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:  
*(Identify each assumption and clarification.)*

See Exhibit C to the Agreement

**§ A.3.1.7** The Guaranteed Maximum Price is based upon the following other documents and information:  
*(List any other documents or information here, or refer to an exhibit attached to this Amendment.)*

**ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS**

**§ A.4.1** The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:

*(List name, discipline, address, and other information.)*

To be provided separately

This Amendment to the Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
OWNER *(Signature)*

\_\_\_\_\_  
CONSTRUCTION MANAGER *(Signature)*

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
Mike Gaw, President  
\_\_\_\_\_  
*(Printed name and title)*

# AIA® Document A133® – 2019 Exhibit B

## **Insurance and Bonds**

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Construction Manager, dated the 16<sup>th</sup> day of December in the year 2025  
(In words, indicate day, month and year.)

for the following **PROJECT**:  
(Name and location or address)

Bellevue Bay Indoor Water Park  
Northwest corner of Highway 75 and 34  
Bellevue, NE 68005

**THE OWNER:**  
(Name, legal status, and address)

City of Bellevue  
1500 Wall Street  
Bellevue, NE 68005

**THE CONSTRUCTION MANAGER:**  
(Name, legal status, and address)

ARCO/Murray National Holdings, Inc.  
c/o ARCO/Murray National Entertainment  
3113 Woodcreek Drive  
Downers Grove, IL 60515

### **TABLE OF ARTICLES**

- B.1 GENERAL**
- B.2 OWNER'S INSURANCE**
- B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS**
- B.4 SPECIAL TERMS AND CONDITIONS**

#### **ARTICLE B.1 GENERAL**

The Owner and Construction Manager shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction. Where a provision in this Exhibit conflicts with a provision in the Agreement into which this Exhibit is incorporated, the subject provision in this Exhibit will prevail.

#### **ARTICLE B.2 OWNER'S INSURANCE**

##### **§ B.2.1 General**

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article B.2 and, upon the Construction Manager's request, provide a copy of the property insurance policy or policies required by Section B.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

#### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Document A201™–2017, General Conditions of the Contract for Construction. Article 11 of A201™–2017 contains additional insurance provisions.

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**User Notes:**

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**§ B.2.2 Liability Insurance**

The Owner shall be responsible for purchasing and maintaining the Owner’s usual general liability insurance.

**§ B.2.3 Required Property Insurance**

**§ B.2.3.1** Unless this obligation is placed on the Construction Manager pursuant to Section B.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder’s risk "all-risks" completed value or equivalent policy form in the amount comprising the total value of the entire Project on a replacement cost basis, subject to applicable sublimits, policy terms and deductibles as provided below. The Owner’s property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and cost of labor performed and materials or equipment supplied or installed by others. If any construction that is part of the Work shall commence prior to execution of the Agreement, the Owner shall, prior to commencement of construction, purchase and maintain property insurance as described above. The insurance required under this Section shall include the interests of the Owner, Construction Manager, Subcontractors, and Sub-Subcontractors in the Project as named insureds. The property insurance shall be maintained until Construction Manager no longer has an insurable interest in the Project, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Construction Manager, Subcontractors, and Sub-subcontractors in the Project as insureds.

**§ B.2.3.1.1 Causes of Loss.** The insurance required by this Section B.2.3.1 shall include, without limitation, insurance in the amount of the initial Contract Sum, plus the value of subsequent Modifications, comprising the total value for the Work at the site on a replacement cost basis on a replacement cost basis (subject to applicable sublimits, policy terms and deductibles) for fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake and earth movement, flood, water damage, windstorm, and named storm. Without limiting the foregoing, such builder’s risk policy shall include sublimits for the following items in at least these amounts, unless otherwise approved by the Construction Manager in writing: additional claim data loss expense (\$250,000), demolition costs (\$1,000,000), debris removal (\$1,000,000), goods in transit (\$5,000,000) and offsite storage (\$2,500,000), fire/police department service charge coverage (\$500,000).

Cause of Loss	Sub-Limit
---------------	-----------

**§ B.2.3.1.2 Specific Required Coverages.** The insurance required by this Section B.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, property located underground, and to building systems. The insurance shall also cover design, scaffolding, freezing, glass, testing and startup, mechanical breakdown, debris removal, including demolition occasioned by enforcement of any applicable legal requirements, all other perils, and reasonable compensation for Construction Manager’s services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:

*(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)*

Coverage	Sub-Limit
See B.2.3.1.1 above	See B.2.3.1.1 above.

**§ B.2.3.1.3** Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section B.2.3.1 or, if necessary, replace the insurance policy required under Section B.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

**§ B.2.3.1.4 Deductibles and Self-Insured Retentions.** If the insurance required by this Section B.2.3 or B.3.3.2.1 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions. Except that Construction Manager will be responsible for payment of deductibles up to \$25,000 payable in connection with a loss caused by Construction Manager’s negligence, provided that Construction Manager shall pay the full value of Construction Manager’s cost of making good deductible, if applicable, or its

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Subcontractors' negligence, provided further that Owner shall be responsible for all deductibles for losses caused by earth movement, flood, windstorm, and named storm.

**§ B.2.3.2 Occupancy or Use Prior to Substantial Completion.** The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section B.2.3.1 have consented in writing to the continuance of coverage by endorsement or otherwise. The Owner and the Construction Manager shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

**§ B.2.3.3 Insurance for Existing Structures**

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section B.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

**§ B.2.3.4 Insurance for Other Properties at or Adjacent to Project Site**

If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section B.5 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

**§ A.2.3.5 Adjustment and Settlement of Losses**

**§ A.2.3.5.1** A loss insured under the builder's risk insurance shall be adjusted by the insurer and made payable to the Construction Manager for the insureds, as their interests may appear. The Construction Manager shall pay the subcontractors their just shares of insurance proceeds received by the Construction Manager, and by appropriate written agreements, the Construction Manager shall require the subcontractors to make payments to their consultants and subcontractors in similar manner.

**§ A.2.3.5.2** The Construction Manager shall have power to adjust and settle a loss with insurers unless the Owner shall object. The objection must be in writing and given to the Construction Manager within five days after the insurance settlement is proposed. If an objection is made, the dispute shall be resolved in the manner selected by the Owner and Construction Manager as the method of binding dispute resolution in the Agreement.

**§ B.2.4 Optional Extended Property Insurance.**

The Owner shall purchase and maintain the insurance selected and described below.

*(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)*

**§ B.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance,** to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss, including loss(es) due to fire or other hazards, however caused. The Owner waives all rights of action against the Construction Manager for loss of use of the Owner's property, including consequential losses due to fire or other hazards covered under the property insurance required under this Exhibit.

**§ B.2.4.2 Ordinance or Law Insurance,** for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

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- § B.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.
- § B.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.
- § B.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.
- § B.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.
- § B.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

**§ B.2.5 Other Optional Insurance.**

The Owner shall purchase and maintain the insurance selected below.

*(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)*

- § B.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. *(Indicate applicable limits of coverage or other conditions in the fill point below.)*

Not applicable

- § B.2.5.2 Other Insurance** *(List below any other insurance coverage to be provided by the Owner and any applicable limits.)*

**Coverage**  
Not applicable

**Limits**

**§ B.2.6** Upon request, the Owner shall provide the Construction Manager with a copy of the property insurance policy or policies required. The Owner shall notify the Construction Manager, promptly following the Owner's receipt of

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notice from an insurer providing coverage required by this Section, of any of the following: (1) cancellation or expiration of the coverage before the Work is completed; or (2) reduction of the limits of such insurance coverage.

**§B.2.7** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Construction Manager in writing prior to commencement of the Work. Alternately, Construction Manager may so notify Owner that the required evidence of coverage has not been provided. Upon such notice, Construction Manager shall not be obligated to commence the Work, the Date of Commencement shall be deemed delayed, and the Contract Sum and Contract Time shall be adjusted as an Owner-caused Excused Delay until such coverage and documentation requirements have been satisfied in accordance with this Article B.2. Alternatively, at Construction Manager's sole discretion, upon notice that the Owner has not provided the coverage required by this Article, the Construction Manager may (but is not required to) elect to obtain builder's risk insurance that will protect the interests of the Owner, Construction Manager, Subcontractors, and Sub-Subcontractors in the Work in accordance with the requirements of this Article B.2. The cost of such replacement insurance shall be paid by the Owner by a Change Order. Construction Manager shall provide Owner with written notice of such election by Construction Manager prior to binding such policy.

In the event the Owner fails to procure coverage or provide documentation as required by this Article B.2, the Owner waives all rights against the Construction Manager, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. If the Owner does not provide such coverage or written notice, and the Construction Manager is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Construction Manager for all reasonable costs and damages attributable thereto. Construction Manager's failure to request any documentation under this Article B.2 shall not be deemed a waiver of Owner's obligation to provide the coverage required under this Article B.2.

**§ B.2.8** If the Owner does not intend to purchase the insurance required under Section B.2.3.1, *et seq.* with all of the coverages in the amounts described above, the Owner shall inform the Construction Manager in writing prior to any construction that is part of the Work. The Construction Manager may (but is not required to) then obtain insurance that will protect the interests of the Owner, Construction Manager, Subcontractors, and Sub-Subcontractors in the Work in accordance with the requirements of this Article BB.2. The cost of the insurance shall be charged to the Owner by an appropriate Change Order. If the Owner does not provide written notice, and the Construction Manager is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, the Owner shall bear all reasonable costs and damages attributable thereto.

**§ B.2.9 Pollution Liability Insurance. Intentionally omitted**

**ARTICLE B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS**

**§ B.3.1 General**

**§ B.3.1.1 Certificates of Insurance.** The Construction Manager shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article B.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section B.3.2.1 and Section B.3.3.1. The certificates will show the Owner as an additional insured on the Construction Manager's Commercial General Liability and excess or umbrella liability policy or policies.

**§ B.3.1.2 Deductibles and Self-Insured Retentions.** The Construction Manager shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Construction Manager.

**§ B.3.1.3 Additional Insured Obligations.** To the fullest extent permitted by law, the Construction Manager shall cause the commercial general liability coverage to include (1) the Owner as additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions during the Construction Manager's operations; and (2) the Owner as an additional insured for claims to the extent caused by the Construction Manager's negligent acts or

omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10, CG 20 37.

A. Construction Manager shall name the following as additional insureds on its Commercial General Liability, Automobile and Umbrella Policies:

City of Bellevue ("Owner Entity")

B. Construction Manager shall require its Subcontractors to endorse their Commercial General Liability, Automobile and Umbrella Policies to name the Owner Entity as Additional Insured under such policies, and Owner shall cause its separate contractors, to endorse their Commercial General Liability, Automobile and Umbrella Policies to name the Construction Manager as Additional Insured under such policies.

### **§ B.3.2 Construction Manager's Required Insurance Coverage**

**§ B.3.2.1** The Construction Manager shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below: *(If the Construction Manager is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)*

### **§ B.3.2.2 Commercial General Liability**

**§ B.3.2.2.1** Commercial General Liability insurance for the Project written on an occurrence form with policy limits of Two Million (\$ 2,000,000.00 ) each occurrence, Four Million (\$ 4,000,000.00 ) per-project aggregate, and Four Million (\$ 4,000,000.00 ) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property; and
- .4 bodily injury or property damage arising out of completed operations.

**§ B.3.2.2.2** The Construction Manager's Commercial General Liability policy under this Section B.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Construction Manager's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.

*(Paragraph deleted)*

- .5 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .6 Claims related to roofing, if the Work involves roofing.

*(Paragraphs deleted)*

- .7 Claims related to earth subsidence or movement, where the Work involves such hazards.

**§ B.3.2.3** Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager, with policy limits of Five Million (\$ 5,000,000.00 ) combined single limit, for bodily injury, death of any person, and

property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

**§ B.3.2.4** The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section B.3.2.2 and B.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers. The Construction Manager shall carry excess or umbrella liability insurance with a limit of Five Million Dollars (\$5,000,000.00) in the aggregate.

**§ B.3.2.5** Workers' Compensation at statutory limits.

*(Paragraphs deleted)*

**§ A.3.2.6** Employers' Liability with policy limits of One Million ( \$ 1,000,000.00 ) each accident, One Million ( \$ 1,000,000.00 ) each employee, and One Million ( \$ 1,000,000.00 ) policy limit.

**§ A.3.2.7** Intentionally Deleted.

**§ A.3.2.8** If the Construction Manager is required to furnish professional services as part of the Work, the Construction Manager shall procure Professional Liability insurance covering performance of the professional services, with policy limits of Five Million ( \$ 5,000,000.00 ) per claim and Five Million ( \$ 5,000,000.00 ) annual aggregate.

**§ A.3.2.9** Intentionally Deleted.

**§ A.3.2.10** Intentionally Deleted.

**§ A.3.2.11** Intentionally Deleted.

**§ A.3.2.12** Intentionally Deleted.

### **§ B.3.3 Construction Manager's Other Insurance Coverage**

**§ B.3.3.1** Insurance selected and described in this Section B.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

*(If the Construction Manager is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)*

**§ B.3.3.2** The Construction Manager shall purchase and maintain the following types and limits of insurance in accordance with Section B.3.3.1.

*(Select the types of insurance the Construction Manager is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)*

- § B.3.3.2.1** Property insurance of the same type and scope satisfying the requirements identified in Section B.2.3, which, if selected in this Section B.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section B.2.3.1.3 and Section B.2.3.3. The Construction Manager shall comply with all obligations of the Owner under Section B.2.3 except to the extent provided below. The Construction Manager shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Construction Manager shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the

General Conditions unless otherwise set forth below:

*(Where the Construction Manager's obligation to provide property insurance differs from the Owner's obligations as described under Section B.2.3, indicate such differences in the space below.*

*Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)* Owner acknowledges that deductibles on Construction Manager's Builder's Risk policy are as follows: \$TBD for cost of making good; \$TBD each earthquake, flood, and named storm; and \$TBD each water damage, windstorm/hail, testing and all other perils.

Construction Manager's builder's risk policy shall (i) cover only the Work, (ii) be in the amount of the initial Contract Sum plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others on behalf of Construction Manager, and (iii) be subject to applicable sublimits and deductibles. Construction Manager's builder's risk policy shall include the Owner, Construction Manager, Subcontractors and Sub-Subcontractors as named insureds, and (iv) not cover compensation for Architect's services required as a result of an insured loss. A loss insured under Construction Manager's property insurance shall be adjusted by the Construction Manager and made payable to the Construction Manager and Owner, as their interests may appear.

- § A.3.3.2.2 **Railroad Protective Liability Insurance**, with policy limits of (\$ ) per claim and (\$ ) in the aggregate, for Work within fifty (50) feet of railroad property.
- § A.3.3.2.3 **Asbestos Abatement Liability Insurance**, with policy limits of (\$ ) per claim and (\$ ) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.
- § B.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.
- § B.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the Construction Manager and used on the Project, including scaffolding and other equipment.
- § B.3.3.2.6 **Other Insurance**  
*(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)*

**Coverage**

**Limits**

**§ B.3.4 Performance Bond and Payment Bond**

The Construction Manager shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

*(Specify type and penal sum of bonds.)*

Type	Penal Sum (\$0.00)
Payment Bond	Not Applicable
Performance Bond	Not Applicable

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

If this Agreement is terminated for any reason other than Construction Manager's default, and Construction Manager has posted one or more bonds in favor of any governmental entity or party other than Owner, to secure performance by Construction Manager of improvements included in the Work, Owner hereby agrees that upon such termination Owner shall either: (i) secure a release of Construction Manager's bond through the posting of a substitute bond or

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other alternative security that is acceptable to the obligee under Construction Manager's bond; or (ii) pay Construction Manager for all amounts that would otherwise be due under this Agreement for that portion of the Work secured by the bond(s), whether or not such Work is completed.

**ARTICLE B.4 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

**A.4.1** Subcontractors shall furnish the following insurance:

A. Worker's Compensation at statutory limits, and Employers Liability, whether required by statute or not, for a limit of not less than \$500,000 bodily injury by accident, each accident/ \$500,000 bodily injury by disease, policy limit/\$500,000 bodily injury by disease, each employee, or if greater, in the amounts required by statute.

B. Commercial General Liability (occurrence format), (including Completed Operations and Broad Form Property Damage):

\$1,000,000.....Per Occurrence  
\$1,000,000.....Products/Completed Operations Aggregate  
\$1,000,000.....General Aggregate (Per Project)

C. Automobile Liability: \$1,000,000 per accident

D. Excess Umbrella Policy: \$1,000,000

E. Professional Liability (if the Subcontractor or its subcontractor is providing design services):

- 1. \$1,000,000 each claim
- 2. \$1,000,000 annual aggregate

F. Pollution Liability: \$1,000,000

This coverage shall only be required if the Subcontractor is providing earthwork, demolition, concrete, plumbing, pile driving, dynamic compaction, drilling services (drillers, geopiers, etc.) and/or electrical services). Coverage under Sections A.4.1(E) and (F) may be procured through a Combined Professional Liability and Pollution Liability insurance policy.

Unless otherwise specified in the Contract Documents, the Owner shall require all separate contractors (including, without limitation, separate contractors retained by Owner's tenant, if applicable) to maintain insurance coverage meeting the requirements of this Section A.4.1.

**A.4.2** Additional Insureds:

A. Construction Manager shall name the following as additional insureds on its Commercial General Liability, Automobile and Umbrella Policies:

City of Bellevue\_("Owner Entity").

B. Construction Manager shall require its Subcontractors to endorse their Commercial General Liability, Automobile and Umbrella Policies to name the Owner Entity as Additional Insured under such policies, and Owner shall cause its separate contractors, to endorse their Commercial General Liability, Automobile and Umbrella Policies to name the Construction Manager as Additional Insured under such policies.

**ARTICLE A.5 Waiver of Subrogation**

Notwithstanding anything contained herein to the contrary, the Owner and Construction Manager waive all rights against (1) each other and any of their consultants, subconsultants, contractors and subcontractors, agents and employees, each of the other, and (2) any separate contractors described in the Agreement, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent proceeds are received from property insurance obtained pursuant to Section A. 2 (including, without limitation, builder's risk, loss of use, business interruption, and delay in completion insurance, as applicable) or other property

insurance applicable to the Work and completed construction, except such rights as they have to proceeds of such insurance held by the Owner or Construction Manager as fiduciary. The Owner or Construction Manager, as appropriate, shall require of the separate contractors described in the Agreement, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of the other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

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**Bellevue Bay Water Park**  
**Exhibit C – Outline Specifications**

1. General Construction Process:
  - a. We have included project management and field supervision as required for the project.
  - b. Onsite progress meetings will be conducted weekly providing an overview of work completed to date, work to be completed the following week, and Owner/Contractor action items. Photos of the work progress will be available via the Cluster app and updated daily.
  - c. Remote project data site will be maintained providing a central location for all Owners' representatives to access project files; this will be maintained for the duration of the project and a minimum of one (1) year after project completion.
  - d. Includes one (1) year General Contractor labor and material warranty for all work from the date of substantial completion of the project. Labor and material warranties which extend longer than the (1) year General Contractor period (Roofing, Low Voltage, etc.) will be held by the individual subcontractor performing the work and passed to the Owner during the handoff period.
  - e. Closeout documentation including warranty letters, submittals, final professional photos, and as-built drawings will be provided within thirty (30) days of receiving final payment for the work; these files will also be uploaded to the remote project data site.
2. Weather and Schedule
  - a. This schedule is predicated on the following sequence. If circumstances arise that do not allow for contract signatures on the dates below, the schedule will be adjusted accordingly:
    - i. Proposal and final contract documents provided to Owner on 12/02/25.
    - ii. Approval and signed contract by 12/16/25.
    - iii. Ground Break on 01/05/26.
    - iv. Substantial Completion: 12/31/27
  - b. Permitting: The schedule referenced above assumes all relevant permits are in place to commence construction.
  - c. Below is a summary of all known permits (as of 12/1/25):
    - i. Foundation Permit: There is currently a foundation permit issued for the project and is valid until an expiration date of 04/09/2026.
    - ii. Full Building Permit: The schedule is predicted on receiving all permits by 01/30/26 for the remainder of the project in order to avoid any delays associated with permit issuance. The full building permit is currently under review and being coordinated by the Architect and Owner.
    - iii. Signage Permit: We are reliant on the architect and owner to finalize the exterior signage design and obtain all appropriate approvals for installation.
    - iv. Liquor License: We are reliant on the owner and operator to obtain all necessary licenses for liquor for the operation of the facility.
    - v. Operations License: We are reliant on the owner and operator to obtain all necessary licenses and permits for the operation of the facility.
  - d. Assuming the project starts on 01/05/2026, the proposed schedule is 725 calendar days from the time the ground-break. This includes 40 weather activity working days. All weather delays and delays associated with performing work resulting from the weather will be tracked against this 40-day allowance.

- e. Weather days will be utilized when weather/weather conditions affect the critical path of the construction schedule. Weather days may be claimed for day-of-weather events, residual conditions as a result of previous weather events (i.e., un-workable subgrades due to prior rain; inaccessible work areas due to prior snow; etc.) as well as activities required to overcome weather conditions (i.e., tenting & heating preparations required prior to a concrete pour).
- f. Added general conditions/general requirements, if required for this project, will be billed at the rate of \$6,925/day. Builder's Risk Insurance costs are not included in the General Requirements costs.
- g. The following days are observed as holidays. They have been accounted for in the total construction schedule duration outlined above.
  - i. Memorial Day 2026
  - ii. Labor Day 2026
  - iii. Thanksgiving 2026
  - iv. The Friday after Thanksgiving 2026
  - v. Christmas Eve 2026
  - vi. Christmas Day 2026
  - vii. New Year's Eve 2026
  - viii. New Year's Day 2027
  - ix. Memorial Day 2027
  - x. Labor Day 2027
  - xi. Thanksgiving 2027
  - xii. The Friday After Thanksgiving 2027
  - xiii. Christmas Eve 2027
  - xiv. Christmas Day 2027
- h. This proposal is based on the schedule below:

Event	Date	Comment
Total Construction Milestone Dates		
Ground Break	1/5/2026	
Substantial Completion (SC)	12/31/2027	
Owner Milestone Dates		
Material Testing and Inspections Contract Executed by Owner	1/5/2026	
Builders Risk Insurance Executed for Coverage	1/5/2026	
Open Aire: Anchor bolt & baseplate delivery	1/12/2026	
Open Aire: Material Arrive on Site	2/1/2026	
White Water: Anchor bolt & baseplate delivery	2/23/2026	
White Water: Material Arrive on Site	12/1/2026	
Coolers and Freezer arrival date	5/1/2027	
Kitchen Equipment Arrival Date	6/1/2027	
Chemicals for aquatic testing and commissioning installation	8/1/2027	Final date to be coordinated 90d in advance
Exterior Signage Installation Completion	9/1/2027	

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Interior, ADA, Final Health Signage Installed	9/1/2027	Final date to be coordinated 90d in advance
FFE and Small wares installation	11/1/2027	Final date to be coordinated 90d in advance
Key Submittal Milestone Dates		
Concrete Reinforcement Shop Drawing Approval	12/19/2025	ARCO responsible for submitting 1wk in advance
Steel Fabrication Drawing Approval	1/15/2026	ARCO responsible for submitting 2wk in advance
Tilt Panel Fabrication Drawing Approval	2/15/2026	ARCO responsible for submitting 2wk in advance
Low Voltage: Design Signoff	4/1/2026	
Utility Milestone Dates		Reference Master Development Section for additional information
Temporary Water	1/5/2026	
Temporary Power	3/5/2026	
Exterior Signage Final Shop Drawing Approval	9/1/2026	
Permanent Power	12/1/2026	
Permanent Water	12/1/2026	
Permanent Sanitary	12/1/2026	
Phone Lines	12/1/2026	
Master Development Milestone Dates		Reference Master Development Section for additional information
SWPP Installation	Complete	
Mass grading of building pad	Complete	
surcharge placement and removal	Complete	
Roadway Completion	12/1/2026	
Permitting and Documentation Milestone Dates		
Full building permit approval	1/30/2026	
Issue for Construction Drawing Submitted to Contractor	2/27/2026	

i. Misc Schedule Notes:

- i. Contractor requires that the full 'Issue for Construction' set of drawings be finalized and published by the design team no later than 02.27.26 in order to maintain the schedule provided.
- ii. This schedule is predicated on receiving approval for release of \$30k for reinforcement shop drawings. This approval was requested AND approved on the OAC call on 11/24/2025 and documented in the minutes and follow up email correspondence.
- iii. It has been assumed that the project will be completed in one phase/mobilization.

3. Financial Clarifications:

- a. The costs of concrete cannot be guaranteed at the time of contract for the full duration of the construction schedule. Concrete will be installed in large quantities at the end of the project,

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and the material costs are subject to escalation. Material escalations costs may result in a change to the contract value. We have not included any material escalation costs. We have included a cost of concrete at a unit rate of \$140/CY (material only, tax excluded).

- b. The costs are associated with open-shop performance of the scope of work. We have not included costs for ALL Union contractors.
  - c. We have not included any prevailing wage, union, or other type of wage rate schedule as confirmed by the City of Bellevue. We have included 5-day, 8-hours per day, work weeks.
  - d. We have not included any affirmative action, certified pay roll, and/or MBE/SBE/SBA/Disabled Vet/local hiring/other solicitation requirements or minimum participation percentages.
  - e. We have not included any procurement programs as we have not been instructed to meet any state/federal requirements or local/US made material requirements.
  - f. Taxes: We have not included any taxes within our budget as directed. If taxes are required, we will update our total cost to account for any necessary taxes. We have EXCLUDED all required state and local taxes on work within our contract scope of work.
  - g. Bonds: Excluded.
  - h. Insurance:
    - i. We have included insurance outlined in Exhibit B at a rate of 1%.
    - ii. We have included builder's risk insurance as an Alternate, reference alternates log.
  - i. Overhead: We have included costs associated with overhead in the cost of work at a rate of 5%.
  - j. Permit Fees: It has been assumed that the Owner will pay for permit fees directly. The following are all to be considered "permit fees":
    - i. All Building Permit Fees
    - ii. Costs associated with permit expediting beyond what is currently in the schedule of values, as previously approved during the due diligence period.
    - iii. All costs associated with ADA compliant reviews and inspections.
    - iv. All impact, tap, impact, meter, and utility extension fees (water, sanitary, gas, electric.)
    - v. All impact fees associated with storm drainage, roadways, police, fire, medical, etc.
    - vi. Tree recompense costs (when applicable) including 3<sup>rd</sup> party arborist fees, additional civil engineering services specific to tree recompense and tree recompense fees.
    - vii. Permit expediter fees.
    - viii. Any inspection or permit fees as required by the municipality, county or state including TCO, elevator, fire department, overtime, and CO inspection fees.
    - ix. All costs associated with development specific infrastructure not specifically discussed here in. I.e., off-site utilities, development lift stations etc.
    - x. Deferred submittal review fees
    - xi. Business licenses
4. Drawings and Specifications Documentation
- a. Drawings: We are reliant on the drawings and the accuracy of these drawings provided in the 100% CD drawings the pricing associated with this scope. Reference the drawing log for a complete list of documents we utilized in providing the pricing.
  - b. Design Changes
    - i. Design changes will be tracked via drawings and RFI process and costs will be tracked on the Alternates Log.

- ii. Contractor requires that the full 'Issue for Construction' set of drawings be finalized and published by the design team no later than 02.27.26 in order to maintain the schedule provided. Changes to be bubbled and a written narrative provided outlining changes.
    - iii. When changes are made after this set, the scope will be evaluated for cost and schedule impacts which will be proactively discussed and tracked on the Alternates Log.
  - c. Specifications: we have included the specifications noted in the drawing log as reference information to utilize during the course of construction. The direction & information on the drawings takes precedence over the specification unless clarified in this Exhibit. Our baseline is to follow the approved submittal and manufacturers' recommendations over the specifications as the specifications are NOT a scope outline document but reference material.
  - d. Owner is responsible for compliance with zoning or use laws, or with covenants, conditions or restrictions in the real estate records.
  - e. Contractor is not responsible for compliance with applicable laws, rules, regulations, codes, building rules, or ordinances, in relation to pre-existing building conditions. Owner is responsible for verifying building rules and lease obligations regarding these items.
5. Allowances
- a. Allowance values are listed in the SOV and are above the line costs.
  - b. Winter Conditions and Unforeseen/Soil Conditions:
    - i. We have included cold weather/winter conditions as an allowance. Should on-site conditions/schedule require cold weather provisions, those costs will be charged to the winter conditions allowance.
    - ii. Minimum temperature requirements and ranges for certain types of work are summarized below:
      - 1. Waterproofing:
        - a. Maintain ambient and surface temperatures above 40 degrees F (4 degrees C) during application and drying period, minimum 24 hours after application of air and moisture barrier materials.
        - b. Provide supplementary heat for installation in temperatures less than 40 degrees F (4 degrees C) or if surface temperature is likely to fall below 40 degrees F (4 degrees C).
      - 2. Exterior Caulking: 50F minimum
      - 3. Drywall Finishing: 55F minimum
      - 4. Dryfall Painting: 50F – 110 F
      - 5. Painting: 50F-100F
      - 6. Concrete work: 40F and rising.
      - 7. Masonry work: 40F and rising.
      - 8. Interior Drywall Tape/Finish: 60F, or building closed in with permanent power/permanent heat.
      - 9. Ceramic Tile Install: 55F minimum.
      - 10. Epoxy floor Install: 55F – 85F QO.
      - 11. Soft Flooring: Conditioned Space
      - 12. Millwork: Building closed in with heat and/or air conditioning. This generally will require permanent power and permanent gas to be established.
      - 13. Asphalt Pavement: Lay material at 250F (material temperature), roll material at 180F (material temperature). Pending site conditions such as distance to plants, wind exposure, etc.

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- 14. Earthwork or backfill: if subgrade is frozen or unable to be adequately dried.
  - 15. In the event that cold weather delays construction, added travel costs for out-of-town subcontractors may be charged to the winter conditions allowance.
  - 16. Storage for offsite materials may be considered a cost of winter conditions if there is an excused or winter delay.
  - 17. Dewatering for construction will be tracked as part of the winter conditions allowance, especially during basement excavation.
  - 18. Crane pads for erections as required.
  - iii. We have NOT included any heat trace wire.
  - iv. Hot Weather Conditions: We have NOT included any hot weather construction measures or costs. Should on-site conditions/schedule require hot weather provisions, those costs will be charged to the unforeseen allowance.
  - v. We have included an allowance for Unforeseen conditions associated with any scope encountered on the site or building construction which was not discernable from the existing conditions or on the design documents.
  - c. Visual Display Board, Video Screens, and TV Brackets: we have included an allowance for visual display boards, Video Screens, and TV brackets. All costs associated with these scopes will be charged to the allowance.
  - d. Exterior Signage and Custom Canopy/Signage: we have included an allowance for ALL exterior signage and custom canopy signage. We will work with the Owner to procure this scope through a sign vendor and finalize the design based of the intent shown on the drawings. All costs associated with this scope will be charged to the allowance.
6. Turnover Expectations:
- a. Onsite Approval and Punchlist Process:
    - i. Contractor shall use photo sharing throughout the construction process to allow for Owner awareness and acknowledgement throughout the duration of the project. The Owner shall comment and notify the Contractor if any items are deficient as they are presented to allow for swift correction.
    - ii. Contractor will include anticipated milestones for key on-site walks for large scale approval of items. Owner shall do a pre-punch walk(s) approximately 30 days prior to Substantial Completion. At Substantial Completion (SC), one complete walk of the space by all parties shall generate a written punch list to be memorialized, executed and tracked by the Contractor. All other items added beyond the original list shall be classified as 'Warranty', any requests which are not detailed/shown on the drawings will constitute a change in scope.
  - b. Handoff Expectations – Contractor intends to receive the punchlist prior to turnover and complete the punchlist as expeditiously as possible. If a phased handoff is desired for the kitchen, pool areas, IT room, etc., the Contractor needs to be notified at the start of the job. Based on the above schedule, a phased turnover is NOT required. If Operations intends to stock and train immediately following Substantial Completion, a longer duration will be needed to complete the punchlist as there are more bodies in the space and hours restrictions to perform work or the punchlist for those spaces is to occur at the time of early turnover.
7. Related Parties
- a. Our schedule of values is based on the following scopes of work to be performed by related parties:
    - i. MEP equipment & fixture procurement.

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- ii. Millwork, countertops, and cladding fabrication and installation.
  - iii. Tilt Panel Concrete construction.
  - iv. Process piping procurement and installation.
  - v. Controls and Low Voltage installation.
  - vi. Precast & Steel detailing.
  - vii. Furniture Procurement.
  - viii. Envelope consultant, façade testing/investigation, and QC/QA programs.
8. Owner Provided Item: Reference Appendix B for the Responsibility Matrix which outlines all Owner provided items. We have NOT provided costs associated with Owner provided items (except as noted in this Outline Specification.)
9. General Clarifications
- a. Job Trailers: We have included (1) jobsite trailer for Contractor construction personnel throughout the duration of construction.
  - b. Housekeeping/Final Cleaning
    - i. We have included (1) final clean for the project (2) weeks prior to turn-over.
    - ii. We have included all required in-progress housekeeping during the course of construction for the vendors directly hired by the Contractor in order to maintain a clean and safe construction site.
    - iii. We will provide final cleaning of areas that are turned over prior to substantial completion. Responsibility of cleaning activities will then be transferred to the Owner once a space is turned over and signed off.
    - iv. Final cleaning will not be provided prior to kitchen equipment installation. A rough (Broom sweep) cleaning will be provided for this milestone.
    - v. We have assumed that the final cleaning for the water slides and water features can be performed with standard power washing from accessible locations within the building. We have NOT included final cleaning of the water slides that extend exterior to the building. We have not included elaborate scaffolding or lifts to perform the final power washing of the water features.
    - vi. Open Aire: We have included final cleaning of the interior and exterior faces of the vertical faces of the Open Aire structure. We have NOT included cleaning the interior or exterior faces of the roof of the Open Aire structure. The final clean of the vertical faces will be performed with standard power washing methods from scissor lifts.
    - vii. In preparation for the punchlist with the Owner and the architect, a final clean will be provided. A final clean includes mop cleaned floors, window cleaning, and polishing of SST/granite finishes. Final cleaning will include cleaning of kitchen equipment. Following the completion of the punchlist, a follow up final clean will not be completed other than the final clean referenced above. However, following punchlist work that produces debris, any cleanup will be provided, and trash will be removed.
  - c. On-Site Security and Fencing:
    - i. We have NOT included on-site security including on-site security personnel, security cameras, builder's risk deductibles, and on-site theft of materials.
    - ii. We have NOT included temporary construction fencing and maintenance of the fence for the duration of the project.
  - d. On Site Utilities:
    - i. We have included the utilities from the Master Development infrastructure tie-in location (Mater Development infrastructure completed by others) to the building as

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indicated on the civil drawings. Due to the nature of utility companies and lead times associated with bringing utilities to the site being controlled by the utility companies, we have included deadlines associated with utility services as outlined below. If utilities are delayed through no fault of the Contractor, there may be additional incurred costs associated with utilities that will be a change to the contract.

1. Temp water: 01/05/2026
  2. Temp power: 03/05/2026
  3. Perm power: 12/01/2026.
  4. Perm water: 12/01/2026.
  5. Sanitary: 12/01/2026
  6. Phone lines: 12/01/2026
- ii. Contractor has included all costs associated with providing temporary power for (2) months. The included costs represent running the trailer on a small generator from the ground-breaking date to the temporary power date. Once the temporary service is installed the Owner will pay for all utility bills (temporary or permanent, including generator costs) from the permanent or temporary power hook-up through the remainder of the project. We have NOT included running the project off of generators beyond these first two (2) months of the project.
  - iii. We have not included onsite water. We have assumed that water will be available from a local hydrant and the water feed to the building to provide site water & water to the building for testing/construction use. We have NOT included the costs associated with a water buffalo, water truck and operator if no local hydrant is available.
  - iv. All utilities accounts will be set up in the Owner's name. All utility bills will be paid for by the Owner prior to and after Substantial Completion.
  - v. The Owner is responsible for setting up and delivering the phone and internet utilities. We have included conduits from the IT room to the property line as shown in the telecom drawings.
  - vi. All fees from the utility companies to connect or extend the utilities shall be paid for by the Owner directly. This includes fees from electrical and/or gas companies associated with primary conductors, primary conductor installation, transformer, connection fees, design, easements, temporary power, etc.
  - vii. Once the Master Development work associated with bringing domestic and fire water to the site, Contractor requests that the Owner perform a flow test on the hydrant line to verify the water flow rate matches the design provided in the drawing log.
- e. Signage:
- i. We have included basic code required interior signage as a part of this work. This includes accessibility signage, occupancy signage, and fire department required signage.
  - ii. Exterior, Building Address, and Building Signage is included as an ALLOWANCE. Reference the allowance section for additional information.
  - iii. Monument signage has been excluded.
- f. We have included dumpsters to be used on site by both the Owner and Contractor for removal of debris generated by their work up until Substantial Completion.
- g. Quality Control and Material Testing:
- i. All code & special inspections & AHJ required testing (concrete, masonry, structural steel, roofing, etc.) shall be the responsibility of the Owner.

- h. We have included receiving, offloading and storage of material purchased by Contractor or Contractor's vendors. We have NOT included receiving, offloading or storage of any material or equipment purchased directly by the Owner such as kitchen equipment, FFE, Signage, etc.
- i. We have NOT included any costs by other contractors who have performed prior to our Ground Break date. We have NOT included any costs or work associated with the Master Development scope.

#### 10. Geotechnical

- a. Ground water was NOT encountered in the borings on the site. As such, we have NOT included costs for dewatering ground water (including perched conditions). If ground water is encountered during excavation, this will constitute a change, and costs will be charged to the Unforeseen conditions allowance.
- b. We have assumed that all over-excavation, re-compaction, surcharge, and settlement operations for the building pad have been performed (By others) prior to Contractor mobilization. See 'Master Development Work' section for additional information.
- c. Retaining wall assumptions: The geotechnical engineer has provided an addendum to the geotechnical report indicating design parameters to use for the design of the site retaining wall. If the actual design parameters (confirmed by the geotechnical engineer) differ from the assumed, it will constitute a change.
- d. Note, the boring locations in the geotechnical report were positioned based on an outdated site plan. The new building layout differs from what is presented in the geotechnical report. We have assumed that the geotechnical engineer has reviewed this information and has no updated recommendations based on the final building layout shown on the current drawings.
- e. We have not included costs for undercutting and re-compaction of unsuitable material. If unsuitable materials are encountered, costs to remediate (including costs to import suitable material) will be charged to the Unforeseen Conditions allowance.

#### 11. Master Development Work

- a. Earthwork, site utilities, and public utilities associated with the Master Development AND the waterpark building have been performed by OTHERS prior to our mobilization to the site. We, as a result, have based our cost and proposal on the following:
  - i. The geotechnical report requires that the water park building be over-excavated and soil to be recompacted to 95% of the maximum dry density at a moisture content between - 3 and +4 percent of optimum. This work has been performed prior to Contractor mobilization, and the testing reports have been provided by the testing company, noting that this work was completed appropriately. If the geotechnical engineer or 3<sup>rd</sup> party material tester requires further building pad preparation work, costs associated with this will be charged to the unforeseen allowance.
    - 1. Contractor understands that all material has been placed and compacted within the boundaries of the project disturbance limits to the requirements of the geotechnical engineer and this has been verified by the testing company and documented in the testing reports. If site conditions arise that differ from this anticipated condition, this will constitute a change and will be charged to the unforeseen allowance.
    - 2. Additionally, the geotechnical engineer recommendations for surcharge loading on the water park building have been implemented in the field by OTHERS. The surcharge was placed, and the settlement was monitored for a period until the settlement plateaued, and the geotechnical engineer has reviewed this data and provided a letter which stated that the surcharge has been completed and can be

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removed. This is documented in the Surcharge Release letter noted in the Drawing Log Exhibit. We have assumed that all surcharge materials have been removed from the building pad to an elevation that matches the civil drawings.

3. Contractor has assumed that all over excavation and re-compaction requirements for the building pad, as required for the installation of the surcharge material, was done in accordance with the Geotechnical Engineers recommendations and verified by the site materials and testing agency. We have NOT included any settlement monitoring and testing. Any settlements exhibited after the sign-off from the testing agency is an Owner risk and we have not included any remediation for settlement issues due to work by others.
4. It is our understanding that ALL topsoil has been stripped from the site and stockpiled within the project Limits of Disturbance. We have assumed that the stockpiled topsoil will be sufficient to address all the landscape areas required for the project. We have NOT included import of additional topsoil material. We have assumed that any unneeded topsoil can be left off site for use in the master development. We have not included any export of top-soil materials.
5. Mass grading has been performed on site prior to Contractor mobilization. Prior to Contractor mobilization, the City of Bellevue will provide Contractor with a site survey to assess existing conditions. Contractor is basing the earthwork analysis on the requirements of the Civil Master Development drawings and assuming that the site conditions will reflect what is shown on the drawings. If site conditions do NOT reflect what is shown on the Master Development Civil drawings, this will constitute a change. Per discussions with the Owner, the grades were surveyed and re-worked to match the following table. We will re-survey the grades prior to our further earthwork and will advise of any discrepancies.

GRADING INFORMATION TABLE		
AREA	CONTOURS REPRESENT	CONTRACTOR TO GRADE TO
PUBLIC STREETS	PROFILE GRADE LINE (REF. DETAILS, SHEET C1.1)	CONTOUR ELEVATION
INTERNAL DRIVES / (LOTS 1-4)	FINISHED GROUND (TOP OF SLAB)	SUBGRADE (ASSUME 9" BELOW TOP OF SLAB)
PARKING LOTS (LOTS 1-4)	FINISHED GROUND (TOP OF SLAB)	SUBGRADE (ASSUME 7" BELOW TOP OF SLAB)
BUILDING AREAS (LOTS 1-2)	FINISHED GROUND (FINISHED FLOOR ELEV)	SUBGRADE (ASSUME 6" BELOW FFE, CONFIRM WITH ARCHITECT PRIOR TO GRADING.)
ALL OTHER AREAS	FINISHED GROUND	CONTOUR ELEVATION

6. SWPPP: The SWPPP requirements for the Master Development have been performed prior to Contractor mobilization on the project. Contractor has NOT included SWPP responsibilities (installation or maintenance) for the scope associated with the Master Development. We have assumed all ongoing SWPP requirements for the Master Development will be handled by the City.
  - a. We have not included seeding for stabilization within the master development. This scope will be contracted and paid for by the Owner as required
  - ii. We have not included any scope associated with the Master Development Roadwork. We, as a result, have based our cost and proposal on the following:

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1. The Master Development Scope of Work (by Others) includes utilities and roadwork to connect existing infrastructure to the site. We are reliant on the execution of the Master Development scope in order to achieve the schedule as outlined above.
2. We have outlined Utility deadlines we require to meet the project schedule above. Additionally, we require the following deadlines for the Master Development Roadwork in order to meet the schedule.
  - a. Roadway Completion: 12/01/26
3. Contractor will coordinate directly with the Master Development contractor and may host weekly coordination meetings to ensure project milestones are being tracked and that the Owner is aware of the progress and any potential impacts to our scope of work and associated deadlines.

## 12. Site Work

- a. SWPPP & Erosion Control
  - i. We have included (2) construction entrances with track out pads. We have NOT included gating/fencing of the construction entrances.
  - ii. We have included a 24-ft wide, 8" thick, stone haul road for construction traffic to access the project from Hidden Valley Drive. This road is to connect to the existing gravel construction road West of the project site within the master development.
  - iii. We have not included any dust control, storm water detention, storm water mitigation for any site storm water.
- b. Landscape and Fencing
  - i. We have included a design-build irrigation system for only the sodded areas and landscaping beds. Two separate control systems are assumed and included for the exterior and interior landscaping. We have assumed a separate meter will be provided by MUD for the irrigation system and stubbing the irrigation line off the domestic water line to the support building.
  - ii. We have included SOD at all main entrances and around the building in patron-facing areas. We have included SEED at all other locations.
  - iii. We have included posts/barriers within the indoor water park per 7/AQ.04. Detail 6/AQ.04 is not to be used.
  - iv. We have included a standard black 3-rail 6' tall black ornamental fence around the outdoor water park which will be baseplate mounted to concrete. Gates within this will match the ornamental fence intent.
- c. Earthwork
  - i. Earthwork and Grading
    1. Our earthwork analysis and scope are based on the information provided in the Master Development drawings. A survey will be performed by the Owner verifying existing conditions as outlined above.
    2. We have NOT included the surcharge as indicated in the geotechnical report and understand that the surcharge has already been placed and removed and the settlement monitoring is being performed as specified in the geotechnical report.
    3. Due to the surcharge work already performed, we have assumed that all topsoil has been stripped and stockpiled in a location away from the building pad but within the limits of disturbance of the project.

4. We have NOT included any export offsite; it is assumed any excess material can be placed/re-spread within the Master Development in the adjacent property parcel.
5. We have NOT included any chemical conditioning of the soil with Lime, Fly Ash, or Soil Cement. We have assumed all soil can be conditioned naturally or with air/water as needed. If site conditions require the use of chemical conditioning, this will constitute a change and costs associated with this will be charged to the Winter Conditions/Unforeseen conditions allowance.
  - a. Lime Stabilization of subgrade/unsuitable soils (12-inches @5% composition): \$20/SY
  - b. Cement Stabilization of subgrade/unsuitable soils (12-inches @5% composition): \$15/SY
  - c. Fly-ash stabilization of subgrade/unsuitable soils (12-inches @5% composition): \$20/SY.
  - d. Import of Select Fill: \$20/CY
  - e. Undercut and re-compaction of site soils: \$15/CY
  - f. Import of stone: \$59/TON
  - g. Import of crushed concrete: \$28/TON
6. We have not included any ground water management or perched conditions. The geotechnical report indicated that no presence of ground water was found within the depths of excavation. If ground water is encountered during construction, this will constitute a change and costs associated with dewatering will be charged to the Winter Conditions/Unforeseen Conditions allowance. This also applies to dewatering caused by rain/snow.
7. We have not included any plastic tarps for protection of site soils for weather protection. If this is required to maintain progress, costs will be charged to the Winter Conditions/Unforeseen conditions allowance.
8. We have not included any work associated with rock excavation or large boulder obstructions. This is not anticipated per the geotechnical report.
9. We have not included undercutting of unsuitable soils. If unsuitable soils are encountered, costs incurred to mitigate such soil will be charged to the Winter Conditions/Unforeseen Conditions allowance. Prior to any fill, a proof roll will be performed on existing grades – any failed proof roll remediation to be allocated to allowance.
10. We have assumed site soil can be utilized for all structural fills. We have not included import of material required for structural fill.
11. We have not included any cleaning or stripping of the site as this scope of work was performed by OTHERS as part of the Master Development scope.
12. We have included backfill of all retaining walls, foundation walls, and pool vessels with on site soils.
13. We have assumed all over excavation and re-compaction requirements of the geotechnical report for foundations and pool vessels have been performed as part of the Master Development scope of work.
14. We have NOT included stone for White Water or Open Aire laydown areas. It is assumed that material will be set on dunnage and placed directly on site.

15. We have NOT included a stone subbase beneath exterior or interior concrete per the recommendations of the geotechnical report.
  16. We assumed the interior island of the aquatic river will be backfilled with sand.
  17. Retaining wall
    - a. The geotechnical report did NOT have recommendations for design parameters to be used for the design of the site retaining wall. The geotechnical engineer will need to provide an addendum to the report with the design parameters for the retaining wall.
    - b. We have included a design/build proposal for the retaining wall design and installation based on the drawings provided by Lamp Rynearson, dated 6/25/2025. We have included a gravity supported retaining wall with standard block finishes and the following design parameters:
      - i. Soils are constituted by lean clays (not highly plastic)
      - ii. Angle of friction for site soils of 26 degrees and in-situ soil density of 120 lbs/CF.
    - c. If the actual design parameters (confirmed by the geotechnical engineer) differ from the assumed, it will constitute a change.
  - ii. We have excluded all environmental scopes or work. We expect any and all environmental related scope to be completed/handled by others. These exclusions include monitoring, handling, testing, remediation, export, etc. If any contaminated/hazardous soils are found, any remediation is excluded from the Contractors scope of work and will be the responsibility of Owner.
- d. Site Utilities
- i. Natural Gas: We have NOT included any site natural gas utilities. We have assumed that the material gas utilities and meter will be brought to the building by the utility provider.
  - ii. Utility meters for fire and water and irrigation usage are to be provided by MUD and located inside the building.
  - iii. Coordination with a private utility locate service is EXCLUDED.
  - iv. Fire Lane/Hydrant Requirements: We have not included provisions for advanced construction of a fire lane or fire hydrants prior to construction or vertical construction.
  - v. All utility backfilling operations under the parking lot will be considered structural and will be tested and inspected accordingly. On-site material will be used as fill material for backfilling of trenches. It is expected that on-site material will also be used for fills associated with mass grading over deep utility trenches.
  - vi. Storm sewer lines are included as HDPE in all locations except for lines located in ROW. Public ROW storm sewer lines are included as RCP.
  - vii. We have excluded drainage systems beneath floor slab or exterior pavements to redirect ground water and dewatering or removal of groundwater during construction.
  - viii. We have included downspout connection from the open air structure as provided in RFI #2 response.
- e. Site Concrete Paving:
- i. We have included standard painting and striping for all parking lot markings and stall delineation. Thermoplastic paint not included for the parking areas.

- ii. All site paving (car parking lots, private roadway, sidewalks) is to be unreinforced concrete, placed over top of subgrade (no stone), broom finished and without joint sealant.
- iii. The connection between Northwest parking lot and main entrance of the building is not included, as this work is to be by others as part of the public roadway extension.

13. Deep Foundations: N/A

14. Concrete Foundations

- a. We have included standard reinforcement for all concrete elements.
- b. We have assumed local soil conditions are capable of supporting bank-poured foundations. Foundations are included to be placed directly on-site soils, stone pads for foundation placement have NOT been included.
- c. We have included receiving the anchor bolts and baseplates from the Open Aire and White Water vendors which will be installed by Contractor into the concrete foundation elements. We have NOT included any special protective coating on exterior or interior base plate and anchor bolt assemblies.
- d. We have NOT included rigid insulation around the perimeter foundations of the indoor waterpark.
- e. RFI #4 response has not been included – awaiting addendum #2 drawing issuance.
- f. RFI #7 response has been included in base pricing.

15. Concrete

- a. We have NOT included integral colored concrete for any concrete element on the project.
- b. Epoxy coated rebar is included ONLY on stoop slab per detail 1 on S1.01
- c. We have not included stone beneath the building/basement/water park slabs per the recommendation of the geotechnical report.
- d. Concrete Mix Designs: All concrete shall consist of proper proportions of Portland Cement, coarse aggregates, fine aggregates (no river rock permitted), and clean water, conforming to application of ASTM Standard Specifications.
- e. Fly ash is included in the concrete mix for foundations and foundation walls.
- f. Basement floor slab & 1<sup>st</sup> level SOG's to be 6", reinforced with wire mesh, otop of a 15-mil vapor barrier with a burnished finish.
- g. We have NOT included any special process to wash or provide a more abrasive surface on any concrete element.
- h. Construction joints shall be with 3/4" x 14" greased smooth speed dowels 12" on center.
- i. The concrete floor slab shall be saw-cut a maximum of 15'-0" on center.
- j. No vehicles shall be permitted to park on the slab during construction. All lifts used on the slab during construction shall have diapered undercarriages.
- k. Certain finished flooring materials require low concrete relative humidity for proper application. Acceptable relative humidity level in newly poured concrete is commonly achieved via drying. The drying rate of concrete varies greatly depending on many environmental factors. We have not included any costs in order to accelerate either drying time or inhibit moisture emissions of concrete slabs to receive said flooring finishes. This includes but is not limited to self-desiccating admixtures, lightweight synthetic aggregate replacements, topical surface membranes, temporary dehumidification, temporary enclosures, or temporary heat.
- l. Planters walls to be 36" or less - We have assumed the planter boxes for potted plants will be furnished and installed as part of the owner FFE scope, not as concrete.
- m. Reinforcement within the wet play structure slab will follow the aquatic drawings.

16. Tilt concrete Panels

- a. Tilt panels included on the following column lines

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- i. Column line 18 from H to D1
    - ii. Column line 1 from H to D1
    - iii. Column line H from 1 to 12 and 14 to 18
  - b. We have included concrete panels and erection as indicated on the drawings except as noted below:
    - i. The included concrete panels will be concrete 'Tilt' panel walls that will be constructed on-site. Architectural materials will be reviewed and approved during the submittal process. All structural drawings and designs will be submitted to the structural engineer of record for approval. NOTE: If 'Tilt' construction for the concrete panels is NOT approved, this will cause an impact to the overall construction duration.
    - ii. We have included a structural CMU wall alternate for the wall along gridline D separating the base building from the indoor waterpark. This was reviewed schematically with the architect and structural engineer and was conceptually approved. Contractor will submit documentation of this change via the RFI process.
  - c. We have included costs for a form lined precast panel on 15,600 SF of the wall @\$5/SF (This included all material, procurement costs and labor to provide the exterior finish). Contractor will work with the architect to present options to the owner which fall within the budget and intent of the exterior finish.
  - d. We have not included painting of the exterior concrete tilt panels.
  - e. We have NOT included integral colored concrete for precast panels.
  - f. Galvanize connection for the concrete panels not included.
  - g. Epoxy coat on rebar for the concrete panels not included.
  - h. Temporary pole braces will be installed to support the concrete panels.
  - i. The exterior face of the concrete panels will have a concrete form finish with the final finish provided on the drawings. The interior face will have a smooth float finish. All lifting inserts will be covered with plastic caps.
  - j. Tilt panels to be poured on site on a mud slab 5ft from the foundations. Backfill on the back of the foundation wall to be completed in order to start the mud slab. No double handling of backfill included in this cost.
  - k. We have not included sandblasting of the perimeter concrete walls.
17. Masonry
- a. We have included standard grey CMU and standard grey mortar.
  - b. We have included replacing D.01 precast with 10" CMU. All required rebar, lintels, and miscellaneous steel per engineered stamped drawings included. This was reviewed schematically with the architect and structural engineer and was conceptually approved. Contractor will submit documentation of this change via the RFI process.
  - c. We have not included changes to CMU locations in response to RFI #9 as this is awaiting architect verification.
18. Metals
- a. Structural Steel
    - i. All structural steel shall be fabricated in accordance with the latest American Institute of Steel Construction specifications.
    - ii. All structural steel shall have a shop coat of grey primer paint to act as a rust inhibitor and provide a good appearance. Galvanizing is not included in base cost.
  - b. Steel Joists and Joist Girders
    - i. All joists and joist girders shall be open web and manufactured in accordance with the latest specifications of the Steel Joist Institute.
    - ii. All joists shall be load-designated joists, in lieu of catalogue joists.

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- iii. All joists shall have one shop coat of grey primer paint to act as a rust-inhibitor and provide a good appearance. An alternate can be provided for a second dip in the primer tank.
- iv. Galvanizing is included only for the screen wall steel and the exterior stairs.
- v. The arched chord joists (ref. s1.03a) are a constant 24" deep and have used the design criteria on S0.00 to size these members. It is assumed a maximum depth (from top of top-chord at ridge, to bottom of bottom chord near bearing) of 9'-0".
- c. Metal Deck
  - i. The metal roof deck shall be manufactured in accordance with the Steel Deck Institute.
  - ii. Metal roof deck shall be as follows:
    - 1. Deck type: 2VLJ 18 gauge and 1.5B 20 gauge.
    - 2. Underside finish: Prime painted
    - 3. Top finish: Prime painted
    - 4. GALVANIZE not included.
  - iii. The metal roof deck shall be installed with a code compliant roof slope.
  - iv. All roof deck openings 12" or larger are to have support angles, including openings for roof sump pans.
  - v. Primer for 1.5B deck with 220D-215B – Gray UL Deck primer
  - vi. Joist prime included WP1-D101 – WB DIP primer gray.
- d. Steel Erection
  - i. All welding shall be performed by certified welders in accordance, with AWS "Code for Arc and Gas Welding in Building Construction."
  - ii. All erection to be performed within the specifications and tolerances in the most recent edition of the AISC Code of Standard Practice.
  - iii. Upon completion of construction, all steel shall be free of all mud and debris.
    - 1. Burn marks are to be expected at the underside of the metal deck adjacent to all welds. We have not included paint touch ups of burn marks.

## 19. Pool/Attraction Construction

- a. Equipment Room in Support Building
  - i. We have included Sch. 80 piping to and from all vessels.
  - ii. We have included power, low voltage conduit and wire to each of the pool skids.
  - iii. Per the drawings and the direction, the Owner/Operator all aquatics equipment is to be provided by BlueMar as part of the BlueMar equipment package which include proprietary equipment and specifics manufacturers. It has been assumed that ALL equipment has been reviewed and signed off by the Operations team and that the package is APPROVED without modifications.
  - iv. We have included the installation, commissioning, and training of local and WiFi based controls. The system was designed by Blue Mar Basins, and the interface will be approved by ownership at a later date. We have not included time associated with commissioning the interface system in the schedule. It has been assumed that the interface will be finalized prior to the commissioning, and the system can be fully operational within the commissioning time allotted on the schedule.
  - v. We have included commissioning and balancing of the entire equipment room.
  - vi. We have included 5 working days of training between pool vendor and operations team.
  - vii. We have included cleaning of the pools prior to filling and turnover.
- b. Water Vessels and Attractions
  - i. Water Slides and Attractions: We have not included the costs within our budget for the water slides and pool attractions (Splash area, FlowRider), wave generation system, and

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multi-level play structures. These are included in the total budget and will be provided directly by Owner.

- ii. We have included the use of site soils for backfill of vessel construction.
- iii. Lazy River
  - 1. We have included design and installation of shotcrete rockwork formations. This is based on schematic drawings included in the drawing set. The scope is included as Design/Build to meet the intent of the schematic. NOTE: Changes to the schematic intent or changes to the design during the shop drawing review process which incur costs will be allocated to the Unforeseen Conditions allowance.
  - 2. We have assumed that the pool walls have been designed to structurally support the rockwork feature. We have NOT included additional foundation elements to support the rockwork feature, and this will be designed as being supported off of the concrete foundation elements within the region of the pool.
  - 3. We have included a plaster finish on pool floors and walls.
  - 4. We are holding a \$10k allowance for the stainless-steel barrier between the pool bar and the lazy river.
- iv. Wet Play Structure: We have included all structural elements necessary for slide structure and Life Floor installation. We have NOT included any specialty treatment of the concrete slab for the life floor installation.
- v. Activity/Basketball Pool
  - 1. We have included design and installation of shotcrete rockwork formations. This is based on schematic drawings included in the drawing set. The scope is included as Design/Build to meet the intent of the schematic. NOTE: Changes to the schematic intent or changes to the design during the shop drawing review process which incur costs will be allocated to the Unforeseen Conditions allowance.
  - 2. We have assumed that the pool walls have been designed to structurally support the rockwork feature. We have NOT included additional foundation elements to support the rockwork feature, and this will be designed as being supported off of the concrete foundation elements within the region of the pool.
  - 3. We have included basketball hoop and volleyball net assemblies and their respective structural foundations.
  - 4. We are assuming a plaster finish on floors and walls.
- vi. Flowrider
  - 1. We have included the complete concrete structure that supports the FlowRider assembly. Flowrider assembly provided by owner.
  - 2. We have included final plumbing hook ups to Flowrider assembly.
  - 3. We included epoxy coating of the concrete structure.
- vii. Wave Pool
  - 1. We have included a 2" insulation board underneath the pool vessel.
  - 2. We have included insulation around exterior underground piping.
  - 3. We are assuming plaster finish on pool floors and walls.

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- viii. We have included epoxy coating waterproofing on the inside surface for all underground water retention basins.
  - c. Stone Subbase Underneath the Vessels: We have included a 6" gravel drainage mat below the vessels.
  - d. Vapor Barrier: We have included a vapor barrier between the pool vessel and the drainage gravel.
  - e. Xypex Concrete Additive
    - i. Areas where XYPEX is included as an additive in the concrete mix.
      - 1. Lazy River
      - 2. Activity Pool
      - 3. Flowrider Structure
      - 4. Wave Pool Structure
  - f. Aquatic Electrical Scope
    - i. Line Voltage: We have included the furnish and installation of the MCC (Motor Control Center) that provides all power and data downstream to the pool equipment room.
    - ii. Bonding: We've included code minimum bonding for all conductive material that is within 5ft of any body of water.
    - iii. Low Voltage
      - 1. LV within the pump room/support building basement to be run in a cable tray.
      - 2. LV within the site is to be in conduit only where necessary for routing/access (i.e. underground)
      - 3. Interconnects at pool skids shall be run "free air."
20. Fireproofing: We have not included any fireproofing associated with this project.
21. Caulking
- a. Sealing/caulking of exterior paving (saw cuts + construction joints) has not been included.
  - b. Caulking has been included for the following areas: exterior pool deck expansion joints, and interior pool deck expansion joints.
22. Framing, Drywall, Countertops, and Millwork
- a. We have included 2 operable walls but have not included the operable walls shown on the drawings due to the discontinuation of the Huffcore product. We have included an adjacent alternative product. Spec is:
    - i. Modernfold's Acousti-Seal Premier, 3" thick hinged pairs, manually operated folding partitions with welded steel frame panels, MDF facing, covered with Wilsonart Vapor Strandz 4939-18 PLAM, cap-trimmed edges, standard butt hinges, 47 STC rating, SM2 manually operated bottom seals, fixed top seals, expandable panel closure, #17 bracket mounted steel track and steel-wheeled trolleys.
    - ii. PLAM finish cannot be applied to the expandable panel nose or wall jambs. A vinyl covering from Modernfold's standards will need to be selected for these items.
    - iii. Continuous piano hinges are not available and hence not included.
    - iv. Clear anodized trim is not available. Trim color to be selected from Modernfold's standards.
  - b. We have not included costs associated with 3-form paneling. We have included a custom 3/8" clear acrylic fin system with flame polished edge that will match the design intent of the 3-form. Lighting features will be included as part of this custom acrylic fin system. Note that this has been discussed with HBA architects.

- c. We have not included FRP at the bar backs as none is shown. We have included drywall finish at these bars.
- d. We have included a lifting countertop at the concession stand.
- e. We have included the swim up bar as USC-1 countertop. All other countertops have been included as SST-1 (3cm).
- f. We have included 6" mitered edge at exposed edges of restroom vanities.
- g. We have not included mitered edges at any of the desks (Arcade, gift shop, ticketing) or bars.
- h. We have included the Arcade bar and concession stand bar as SST-1 countertops (no call out shown on plans). On the Arcade bar, we have only included countertops at the front bar; we have assumed that the back bar will have stainless tables and not have any countertops.
- i. We have included standard aluminum corner guards CG-1 at locations noted on the drawings.
- j. We have included all level-5 finishing at wallcovering areas only.
- k. We have included K-13 acoustical spray as shown on drawings in standard color.
- l. Cabanas to be furnished + installed as part of the FFE package.

### 23. ACM Panels

- a. We have included .125" aluminum perforated panels (MP-3) in the custom pattern of "champagne" with custom color of Hardy Reef 8J215A. Refer to alternate log for cost to include Valmont structures perforated panels. MP-1/2/3 spec has been discussed with HBA architects.
- b. We have included all required brackets and stiffeners to support perforated panel systems.
- c. We have not included painting of the structural panel support.
- d. We have included 24ga Pac Clad flush wall panels (MP-1) in standard stock finish. We have included all secondary supports as required along with all flashings and trims.
- e. We have included Reynobond aluminum composite panels (MP-2) in standard stock finish.
- f. We have included McNichols airline slotted perforated panels (MP-4) in clear anodized. Panels include L angle attachment system and perimeter U-channel frame per details on A6.53. All sheets to receive Kynar finish.
- g. We have included a 1-year standard manufacturer's warranty for all materials and a 5-year manufacturer's warranty for all kynar painted finishes.

### 24. Roofing and Waterproofing

- a. We have not included a ballasted roof.
- b. We have included standard colors and finishes for all metal roof products.
- c. Note that our roofing subcontractor is concerned about oil canning (distortion of the metal) of the standing seam metal roof along the radius of the front entry feature. We have included the design as specified in the drawings, however there is concern for oil canning. Contractor will present different options and samples and costs to the Owner once we coordinate specifications with the architect. If the current specification is chosen for installation, Contractor has not included remediation for oil canning.
- d. We have included an insulated fully adhered roof assembly at wave pool building.
- e. We have included a 15-year NDL warranty for membrane roofing systems as provided by manufacturers.
- f. We have included all above and below grade waterproofing of main support building and below grade at wave generation building.

### 25. Doors/Frames/Hardware:

- a. All hollow metal, wood, FRP, and Eliason doors and associated frames are included as shown in the door schedule. The hardware schedule lacks detail and specification, so Contractor has

included quality hardware we assume meets the needs of the venue. See link below for the finish hardware schedule and door/frame schedule we are including.

- i. Password: 9vH9T73wxqrr
- ii. <https://arco.egnyte.com/fl/PVYXpGJMhwFq>
- b. Frames set into masonry walls will have masonry T-anchors and not punch and dimple frames.
- c. For all doors that lock, hold open, and are fire rated (ex: Door 117.1), we have included an electromagnetic hold open to be interlocked with the fire alarm system.
- d. Dutch Door 218A will be provided with the shelf on the outside of the room so the door can swing open fully.
- e. Door 121A will be provided with a storage lockset ILO an indicator lock.
- f. Door sweeps will be Pemko ILO the specified manufacturer.
- g. RFI #15 response is not included in base pricing – pending Addendum #2 update.

#### 26. Open Aire

- a. We have not finalized our subcontract terms with Open Aire to re-assign the subcontract from Owner to Contractor. If we are unable to finalize an agreement by 12/31/25, we will advise of any cost impacts or if the Owner should maintain assignment of this scope.
- b. We have included the costs associated with the Open Aire structure based on the information provided by the City of Bellevue.
- c. We have NOT included the down-payment costs to Open Aire and understand that the Owner has funded this directly in advance of construction.
- d. We have assumed that the roof glass of the Open Aire structure can be installed in the initial sequence of construction to dry-in the construction for the interior of the building during the Winter Months. We have NOT included temporary conditioning of the Open Aire structure throughout the duration of construction.
- e. We have been provided with a 12mo schedule for installation of the Open Aire structure. NOTE: Contractor cannot work underneath the Open Aire roof structure until it is substantially complete. If the Open Aire is unable to complete their scope of work within the sequence and durations outlined in the schedule, this will impact the overall construction duration and will constitute a change. We have assumed that Open Aire will work with us to coordinate the initial mobilization date. The dates in the schedule are schematic and will require finalization prior to mobilization. The sequence and durations provided by Open Aire is what the Contractor is relying on for the total schedule sequence. Refer to Appendix C for Open Aire schedule.
- f. We have included receiving and installing Open Aire baseplates and anchor bolts with the scope.
- g. We have NOT included any temporary fencing or security control measures for the duration that the Open Aire material is on-site or on an adjacent site.
- h. We have assumed that the Open Aire production schedule will be complete in advance of the site being ready for Open Aire installation. Per the direction of the City of Bellevue, we have assumed that the Open Aire material can be temporarily placed on Lot 2, Lot 3 or Lot 4 of the master development. Contractor has not included costs for receiving and offloading this material. Contractor has not included any costs for temporary security measures of this material while on site.
- i. We have not included any material or labor associated with the Open Aire scope outside of the scope associated with the baseplates outlined above.
- j. We have included installation of the overhead MEP scope in the Open Aire structure immediately after the Open Aire structure is erected.

#### 27. White Water

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- a. We have NOT included costs associated with the White Water vendor as the Owner has contracted this vendor directly.
- b. We have been provided with a schedule and sequence from White Water for their scope of work. Contractor will work with White Water and Open Aire to coordinate this work and sequence the construction appropriately. Refer to Appendix A.
- c. We are reliant on the dates and durations provided in the White Water schedule/sequence in order to meet the dates/scheduled outlined for the total project. If White Water is unable to meet the dates/durations stated in their schedule, this will impact the overall construction duration and will constitute a change.
- d. We have included receiving and installing base plates and anchor bolt assemblies from White Water for installation into the concrete foundation elements. We have included coordination with the White Water team for proper installation of the anchor bolts and base plates. If direction by the White Water team is unclear or unavailable at the time of installation or if the design changes after the installation, we have NOT included remediation of errantly placed anchor bolts and base plates. We have assumed that White Water can field adjust as required to complete their installation.
- e. We have not included any material or labor associated with the White Water scope except for the baseplates as outlined above.
- f. We have assumed that the White Water production schedule will be complete in advance of the site being ready for White Water installation. Per the direction of the City of Bellevue, we have assumed that the White Water material can be temporarily placed on Lot 2, Lot 3 or Lot 4 of the master development. Contractor has not included costs for receiving and offloading this material. Contractor has not included any costs for temporary security measures of this material while on site.

#### 28. Glass and Glazing:

- a. We have included the glass and glazing systems (which are not a part of the Open Aire system) shown on the drawings. We have included all standard mullions and depths with a clear anodized finish. All interior storefront systems are included as 4 ½" deep systems per specifications ilo of details on architectural drawings.
- b. We have included additional knife plates at the curtain wall to properly fasten MP-3 perforated panels at locations where overlap is shown.
- c. We have included power door operators for doors 100.1, 101.1, 101.3, 126, and 128. Operators will only be installed to one lead on each pair of doors. Push button actuators included.
- d. We have included all glass handrails with clear tempered laminated flat and curved glass. Glass includes installation of decorative films "SXWF-TWM-UG Transparent White Matte" per architectural drawings.
- e. We have included Kawneer interior storefront systems, aluminum entrances, and aluminum curtain walls.
- f. We have included header and sill flashing at all glazing systems. We have NOT included jamb flashing.

#### 29. Overhead Doors

- a. We have included powder coated steel guides at door 117.2.
- b. Overhead doors within the Open Aire structure are to be furnished + installed as part of the Open Aire system.

#### 30. Painting

- a. We have not included any painting of the Open Aire structure or overhead MEP's within the Open Aire structure. We understand the structure will be installed in a pre-finished condition.
- b. We have NOT included any field painting of any "Whitewater" pool, slide, or aquatic structures.
- c. We have NOT included painting of exposed piping/conduit/HVAC systems in the basement area or any non-customer facing location.

### 31. Elevators

- a. We have included standard Kone elevators and finishes for the units shown on the drawings.
- b. The three (3) elevators will be an MRL/traction elevator. Each elevator will operate at a speed of 150fpm. Each elevator to have a cellular phone line and standard protection pads.
- c. Each elevator has a one (1) year warranty on parts and labor.
- d. We have included (1) year of elevator monitoring post final elevator inspection.
- e. Emergency battery drives are included for each elevator.
- f. NOTE: Hoist way equipment details are incomplete on the drawings. We included \$15,000 for a hoist beam, 1-ton electric chain hoist, and safety railing for alternate shaft to lower-level mechanical room.

### 32. Flooring

- a. We have NOT included any special preparation of the concrete for the application of the SUNDEK system. We assume this system can be directly applied to a cleaned hard-troweled concrete surface.
- b. We have not included Concrete Coating (CC-4) in the Wet Play area. This space to be the "LIFE FLOOR" system as provided and installed by the owner through the White Water scope.
- c. No Sealed concrete (CS-1) spec was provided. We assumed to provide (2) coats of a lapidolith concrete floor sealer.

### 33. Life Safety and Fire Protection

- a. We have included an FP system in accordance with the design specifications noted on the drawings. The following notes supersede the fire protection drawings:
- b. We have excluded all retention straps (3/F5.01) and Metraflex loops (5/F5.01) as shown in the plans.
- c. Dry heads have been included for the coolers/freezers.
- d. We have not included any galvanized sprinkler piping throughout the project – except for fire sprinkler piping within the Open Aire structure which will be galvanized with galvanized hangers. All remaining piping is to be cast iron.
- e. We have included epoxy coated cast iron pipe in mechanical and chemical rooms only. This applies to all B1 level rooms in the main building & the wave generation equipment room.
- f. All cover plates have been included as standard colors (black/white/chrome).
- g. We have not included a 15% premium for future architectural features as stated in the fire protection specifications.

### 34. HVAC

- a. Ductwork leaving the AHU's will be sheet metal (galvanized) and externally wrapped.
- b. We have not included any special attachment methods or accessories or separate steel structures for MEP/FP/FA installation and attachment. Design/shop drawings for any systems are excluded. No structural steel supports are included for the ductwork leaving the AHUs on the roof.
- c. Ductwork – Support Building + Wave Pool Building
  - i. Exposed ductwork to be internally lined. Non-visible ductwork to be externally lined.
  - ii. Grease duct to be welded and externally fire wrapped.

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- iii. Grilles/registers/diffusers in finished ceilings are to be primed and unfinished for painting in the field by the painter.
  - d. Ductwork – Indoor water park
    - i. We have included ductwork as aluminum, single-walled, un-insulated, rectangular, flanged, and with a mill finish not to be painted. This matches the EPIC Waters design.
    - ii. We have included the installation of the ductwork during Open Aire structure construction and before any aquatic vessel excavation or pool piping trenching and installation.
  - e. We have not included galvanized ductwork with a protective coating.
  - f. We have assumed that INNOTECH Controls America is an acceptable hardware manufacturer for BAS control system.
  - g. We have included the underground blue-duct system shown for the outdoor waterpark as shown on the plans – which does not include a paddock drain system or accompanying HVAC unit to exhaust the blue-duct.
  - h. We have not included concrete encasement of the underground blue duct system. We have included strapping to hold down the blue duct during backfilling and in its final condition. This strapping will need to be designed and verified by EXP Engineering.
  - i. We have included a concrete strip footing underneath the Paddock drain system for attachment/anchoring of the system. This only applies to the indoor water park.
  - j. We have included Captive Aire as the manufacturer for the kitchen hood system and kitchen hood exhaust fan.
  - k. All aluminum in-fill panels within the Open Aire glass structure and to be furnished and installed by Open Aire.

### 35. Plumbing

- a. Sanitary/Grease/Vent:
  - i. All sanitary/vent and grease piping is to be PVC under the slab and all above slab sanitary and grease piping to be PVC – except for plenum return areas.
  - ii. The deck drain piping within the outdoor + indoor waterpark will be SCH 80 PVC.
- b. Water:
  - i. All piping shall be above overhead except where it is called out in the drawings to be underground.
  - ii. Underground water piping to be uninsulated.
- c. Natural Gas:
  - i. All regulators to be ventless.
  - ii. We have NOT included a CO detection device at the hood locations.
  - iii. All gas piping is schedule 40 steel.
- d. Heat trace is included on the GW line that is installed underground – refer to alternate log for cost to remove per RFI #11 response. Any heat trace for condensate piping in the coolers/freezers to be provided by KEQ vendor.
- e. We have included trap guards. Trap primers included where specifically identified on plans.
- f. The 1<sup>st</sup> foot of backfill for underground lines in the basement will be backfilled with stone – above this will be native material.
- g. Furnish and install all indirect and direct sanitary piping for owner provided kitchen equipment. This excludes indirect waste for cooler and freezer unit condensate. All kitchen equipment to be provided & assembled & installed by Owner.
- h. We have NOT included any conduit pathways for oil/Nitrogen into the space or within the space.

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- i. All beer/soda/CO2 lines are to run within walls and overhead free aired. Only underground lines will be run within conduits.
- j. We have not included a water softener for the project, or connections into a water softener.
- k. Plumbing lines into and out of the backwash tank at the wave generation building are included – however we have not included the furnish + install of the backwash tank as this scope is undefined on the drawings.

#### 36. Electrical System and Light Fixtures

- a. We have excluded primary feed conduits and conductors to service transformers around the structures as well as the utility transformers.
- b. We have included aluminum feeders where allowable per code.
- c. We have included a \$25,000 allowance providing and installing of emergency lighting – XX1 & XX2 fixture types
  - i. Exit signs are absent from the electrical plans but shown on the architectural plans – we have included providing + installing exit signs per the locations on the architectural plans assuming connection into local circuits.
- d. Light poles P1a/b/c/d & P2 are assumed as 30ft tall.
- e. We have excluded a lightning protection/alert system. Refer to alternate log for cost to include. If it is requested to include a lightning protection system, per RFI #12 response we cannot provide a code compliant and certified lightning protection system due to the function/opening feature of the Open Aire roof structure. A release of liability form will be required for installation of the lightning protection system.
- f. We have excluded any BIM modeling for all trades, divisions, and design disciplines. No BIM costs are included for any part of the project.
- g. We have not included a DAS or ERRCS system. We have included testing for an ERRCS system.
- h. All Owner provided equipment to be supplied with necessary accessories (i.e. fuses, lamps, thermal overloads, circuit breakers, etc.) and comply with all required codes.
- i. We have excluded utility sections/metering on all switchboards.
- j. We have not included running lighting control wiring within conduit in Open Aire.
- k. All 120v and under wiring in the OA structure to be free aired. No conduits are included for any LV/AV/control systems/ETC.
- l. We have included the cost for the DMX integrator. We have included DMX controls/runs and sizing as shown on E4.21. DMX one-line references panels in rooms 007 & 140 – it is assumed this is where lighting loads are going/coming from.
- m. Includes EMT in front-of-house (customer visible) areas with open ceilings. All other locations to be MC cable (non-customer visible areas, above ceilings, etc.). MC to be used in-wall.
- n. Includes PVC conduits in/below the slab for electrical circuits.
- o. We have assumed that we can attach/suspend MEP's + FP to the overhead elements (trusses, beams, rafters, roof, etc.). We have not included costs to reinforce or brace the structure in any way. No seismic bracing is included for any infrastructure installation.
- p. We have included CK Power as the diesel generator manufacturer.
- q. We have not included providing a 25dB noise rating for the generator – no sound mitigation measures are included.
- r. The electrical drawings include tags as follows – E1.21A (Note 403), E1.21C (Note 424), E1.21B (Note 424), E1.21D (Note 434), E1.22A (Note 403), E2.11 (Note 403) - which call for allowances to be included.

- i. E1.21A & E1.22A & E2.11 - we have included a \$1,200 install allowance (total) along with a \$2,000 fixture allowance (total). This does not include any signage.
  - ii. Remaining notes are for cabana lightning – we have included \$7,500 install allowance (total) along with a \$3,500 fixture allowance (total).
- s. For ground mounted bollard lights – we have included simple concrete augured foundations to support/install lights
- t. Locations of control/LV items related to the pool/equipment in the support building basement downstream of the MCP-1 & MCP-2 panels are not clearly defined on the plans - as such – we have included \$10,000 for conduit/cable tray runs to these items once their location is defined.
- u. 300 series stainless steel fasteners for items attached to the Open Aire structure are included.
- v. We have included wiring/install associated with the Open Aire motor operated louvers per RFI #18 response.
- w. We have not included any cathodic protection systems.
- x. We have not included any concrete encasement of any underground electrical feed.
- y. Electrical gear and panels to be Siemens or equal.
- z. The following electrical panels do not have locations tagged to the plans – but do exist in the panel schedule – we have included placing them in electrical rooms as follows:
  - i. Room 007
    - 1. OHA1, LA1, ODPLA1
  - ii. Room 008
    - 1. OHA2, EOLA1, EOHA1
  - iii. Room 140
    - 1. 1HC1, 1LC1, 1ELC1, 1MDPHC1
- aa. Panel 1KLA2 is shown on the one-line but does not have a panel schedule – this panel is not included.
- bb. The electric design inside the wave pool building for the wave generating equipment is incomplete and not fully defined on the plans. We have the incoming secondary but no downstream distribution. Refer to RFI #3.
- cc. We have only included electrical and fire alarm connections to smoke dampers as shown and as called out in the electrical drawings.
- dd. Big-ass fans in the Open Aire structure will be controlled from (1) central controller.
- ee. We have assumed (84) 20A breakers for the LDP panel.
- ff. We have included a NEMA 3R rating on the MCC. VFD's for the MCC to be Siemens.
- gg. CP1/CP5/CW1 are listed in the fixture schedule but not located on the plans they are excluded.
- hh. RFI #6 – remote parking lot lighting – is not included – refer to alternate log for ROM pricing.
- ii. RFI #5 has not been included in base pricing – awaiting addendum #2 issuance.
- jj. Winterization systems for j-boxes that might accumulate water are not included.
- kk. Equipotential bonding between slide pumps and structure is not included.
- ll. We have included the installation of lighting, power, low-voltage, fixtures, LV-devices, fire alarm wiring + devices, sprinkler piping, etc. that are installed overhead in the Open Aire structure during/along-side Open Aire construction. Changes to design that require overhead work once aquatics excavation and trenching has commenced will require additional work and costs due to access constraints.

### 37. Fire Alarm

- a. We have included all fire alarm cabling to be ran in “free air” - not within conduit unless necessary within walls. This applies as well to the Open Aire structure.

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- b. Fire alarm monitoring to be provided by building Operations.
  - c. We have included standard and industry accepted manufacturer products.
  - d. We have not included an area of refuge call station.
  - e. We have assumed the fire sprinkler system has been designed to allow for fire alarm zoning.
38. Low Voltage
- a. Data/Fiber/Structured Cabling
    - i. 15-year warranty on cabling and equipment is included.
    - ii. We have included work picking up from the demark in AV110. All conduit and cable upstream of this point is excluded and to be provided by the local telecom provider.
    - iii. All racks and IDF cabinets are included. This includes (3) stainless, outdoor-rated cabinets with air conditioning systems. Per RFI responses.
      - 1. RFI responses call for these racks to be wall mounted, however we have included them to be pedestal mounted on a concrete pad.
  - b. Surveillance System
    - i. We have included Genetec or Avigilon cameras.
    - ii. This system comes with a 3-year license. The original license fee is included as part of the scope, but renewal fees starting after 3 years will be the responsibility of the owner.
    - iii. Per RFI responses, the system has 30 days of storage, 8MP resolution, and 30fps frame rate on all cameras.
    - iv. Mounting, aiming, commissioning, and owner training is included as part of the surveillance package.
  - c. Access Control System
    - i. The access control system is to be provided by Genetec or Avigilon.
    - ii. The system being provided will be able to integrate with the surveillance system.
    - iii. We have included 30 doors per the completed diagram in the RFI responses.
    - iv. 100 blank fobs are included.
  - d. Audio/Visual System
    - i. The background music/paging system is included with paging capability from ticketing, the swim up bar, and concessions.
    - ii. Media players/HDMI/USB-C wall plates are included for the televisions in the party rooms.
  - e. Misc
    - i. The network/servers, network switches, IP addresses, WAPs, POS, and VOIP will still be provided by the owner. All items shown on T0.02 as provided by OPS are excluded.
    - ii. Kiosks are to be provided as part of the FFE package.
    - iii. RFI #13 response has not been included in base pricing – pending addendum #2 update.
    - iv. We have included camera designations following the RFI #16 response.

## General Qualifications

### Exclusions

1. Unforeseen conditions.
2. Any new utility meters, submeters, or splitting of any utilities.
3. Overtime labor
4. Any remediation to be completed and cleaned prior to Ground Break as required by the Phase I environmental report, or any subsequent environmental requirements.
5. Hazardous materials testing, remediation, reporting, and/or abatement
6. Emergency signal testing and/or install or upgrades of Distributed Antennae Systems
7. FM global or other insurance upgrades to the building not required by code.
8. Any work not specifically shown on proposed drawings or noted in this Exhibit.
9. Specific Building Rules and Regulations and landlord requirements
10. Off-site infrastructure improvements include repairs to existing paving, curbs, sleeves, utility lines, landscaping, etc.
11. Survey and recording costs for any required utility, access, or public easements.
12. Removal and/or disposal of underground or hidden obstructions, i.e. trash, toxics, rock, rubble, underground storage tanks, etc.

Appendix - A  
White Water Schedule

**WhiteWater West Industries Ltd.**  
48542 Bellevue Bay Indoor Waterpark

ID	Task Name	Duration	Start	Finish	% Complete
0	<b>48542 Bellevue Indoor Waterpark (NB, USA)</b>	<b>131.53 wks</b>	<b>Wed 07 Aug '24</b>	<b>Tue 11 May '27</b>	<b>51%</b>
1	1 Payment Milestones	130.93 wks	Mon 12 Aug '24	Tue 11 May '27	63%
30	2 Initiation	17 wks	Wed 07 Aug '24	Tue 17 Dec '24	99%
44	3 Preliminary Design Phase	30.5 wks	Mon 09 Sep '24	Tue 06 May '25	100%
105	4 Detailed Design Phase	19.64 wks	Fri 07 Mar '25	Thu 07 Aug '25	100%
167	5 Procurement & Manufacturing	30.1 wks	Fri 27 Jun '25	Thu 19 Feb '26	30%
168	5.1 Establish Project Procurement Summary	2 wks	Thu 07 Aug '25	Thu 21 Aug '25	100%
169	5.2 Interactive Procurement & Manufacturing	22.28 wks	Fri 27 Jun '25	Fri 19 Dec '25	43%
170	5.2.1 Interactive Procurement	4.08 wks	Fri 27 Jun '25	Wed 30 Jul '25	100%
178	5.2.2 Interactive Manufacturing	18.2 wks	Wed 30 Jul '25	Fri 19 Dec '25	39%
179	5.2.2.1 AP Manufacturing (Derwent)	18 wks	Wed 30 Jul '25	Thu 18 Dec '25	39%
180	5.2.2.2 AP Manufacturing Outsource (NSS)	18 wks	Wed 30 Jul '25	Thu 18 Dec '25	39%
181	5.2.2.3 AP Theming Outsource (Ampco)	18 wks	Wed 30 Jul '25	Thu 18 Dec '25	39%
182	5.2.2.4 AP Ready for Shipping (Derwent)	1 day	Thu 18 Dec '25	Fri 19 Dec '25	0%
183	5.2.2.5 PM Ship Date AP (RFSC)	0 days	Fri 19 Dec '25	Fri 19 Dec '25	0%
184	5.3 Purchase Interactive Items and Services	16 wks	Mon 29 Sep '25	Mon 02 Feb '26	0%
185	5.3.1 Order Interactive Items and Services	0 wks	Mon 29 Sep '25	Mon 29 Sep '25	0%
186	5.3.2 Interactive Items Manufacturing (WaterPlay)	16 wks	Mon 29 Sep '25	Mon 02 Feb '26	0%
187	5.4 Steel Manufacturing	19.02 wks	Tue 22 Jul '25	Thu 18 Dec '25	43%
188	5.4.1 Anchor Bolts & Embeds	9 wks	Tue 23 Sep '25	Wed 03 Dec '25	0%
189	5.4.1.1 Order Anchor Bolts & Embeds	1 wk	Tue 23 Sep '25	Wed 01 Oct '25	0%
190	5.4.1.2 Anchor Bolts and Embeds - Manufacturing	8 wks	Wed 01 Oct '25	Wed 03 Dec '25	0%
191	5.4.2 Steel Manufacturing - Group A	16.5 wks	Tue 22 Jul '25	Fri 28 Nov '25	52%
192	5.4.2.1 Order Slide Tower Steel	2 wks	Tue 22 Jul '25	Thu 07 Aug '25	100%
193	5.4.2.2 Shop Drawings	4.5 wks	Thu 07 Aug '25	Thu 11 Sep '25	100%
194	5.4.2.2.1 Vendor Shop Drawing - Group A	3.5 wks	Thu 07 Aug '25	Thu 04 Sep '25	100%
195	5.4.2.2.2 Shop Drawing Review - Group A	1 wk	Thu 04 Sep '25	Thu 11 Sep '25	100%
196	5.4.2.3 Steel Manufacturing - Group A (Kelly Steel)	10 wks	Thu 11 Sep '25	Fri 28 Nov '25	20%
197	5.4.3 Steel Manufacturing - Group R	18 wks	Wed 30 Jul '25	Thu 18 Dec '25	57%
198	5.4.3.1 Order Slide Tower Steel	2 wks	Wed 30 Jul '25	Fri 15 Aug '25	100%
199	5.4.3.2 Shop Drawings	3 wks	Fri 15 Aug '25	Tue 09 Sep '25	100%

Procurement & Installation Schedule for Review

Tue 23 Sep '25

1 of 3

**WhiteWater West Industries Ltd.**  
48542 Bellevue Bay Indoor Waterpark

ID	Task Name	Duration	Start	Finish	% Complete
200	5.4.3.2.1 Vendor Shop Drawing - Group R	2 wks	Fri 15 Aug '25	Fri 29 Aug '25	100%
201	5.4.3.2.2 Shop Drawing Review - Group R	1 wk	Fri 29 Aug '25	Tue 09 Sep '25	100%
202	5.4.3.3 Steel Manufacturing - Group R (NSS)	13 wks	Tue 09 Sep '25	Thu 18 Dec '25	40%
203	<b>5.5 FRP Manufacturing</b>	<b>17.8 wks</b>	<b>Tue 22 Jul '25</b>	<b>Tue 09 Dec '25</b>	<b>39%</b>
204	5.5.1 FRP Manufacturing BOM	3 days	Tue 22 Jul '25	Mon 28 Jul '25	100%
205	<b>5.5.2 Innolution Mfg</b>	<b>17.2 wks</b>	<b>Mon 28 Jul '25</b>	<b>Tue 09 Dec '25</b>	<b>37%</b>
213	<b>5.5.3 Polmar Mfg</b>	<b>17.2 wks</b>	<b>Mon 28 Jul '25</b>	<b>Tue 09 Dec '25</b>	<b>40%</b>
220	<b>5.5.4 Huaye Mfg</b>	<b>17.2 wks</b>	<b>Mon 28 Jul '25</b>	<b>Tue 09 Dec '25</b>	<b>40%</b>
227	<b>5.5.5 BFG Phil Mfg</b>	<b>17.2 wks</b>	<b>Mon 28 Jul '25</b>	<b>Tue 09 Dec '25</b>	<b>40%</b>
234	<b>5.6 Controls and Equipment Manufacturing</b>	<b>15.4 wks</b>	<b>Wed 01 Oct '25</b>	<b>Thu 29 Jan '26</b>	<b>0%</b>
235	<b>5.6.1 Wave Equipment</b>	<b>15.4 wks</b>	<b>Wed 01 Oct '25</b>	<b>Thu 29 Jan '26</b>	<b>0%</b>
242	<b>5.6.2 Dispatch Equipment</b>	<b>12.4 wks</b>	<b>Mon 06 Oct '25</b>	<b>Mon 12 Jan '26</b>	<b>0%</b>
247	<b>5.7 FlowRider Manufacturing</b>	<b>21.8 wks</b>	<b>Tue 29 Jul '25</b>	<b>Mon 19 Jan '26</b>	<b>0%</b>
248	5.7.1 Order FlowRider Equipment	0 wks	Tue 29 Jul '25	Tue 29 Jul '25	100%
249	5.7.2 FlowRider Manufacturing	20 wks	Tue 29 Jul '25	Mon 05 Jan '26	0%
250	<b>5.7.3 LifeFloor</b>	<b>14 wks</b>	<b>Mon 29 Sep '25</b>	<b>Mon 19 Jan '26</b>	<b>0%</b>
251	5.7.3.1 Order LifeFloor	0 wks	Mon 29 Sep '25	Mon 29 Sep '25	0%
252	5.7.3.2 LifeFloor Manufacturing	14 wks	Mon 29 Sep '25	Mon 19 Jan '26	0%
253	<b>5.8 Order ASTM Labels</b>	<b>0 days</b>	<b>Thu 19 Feb '26</b>	<b>Thu 19 Feb '26</b>	<b>0%</b>
254	<b>6 Shipping</b>	<b>52.5 wks</b>	<b>Mon 17 Nov '25</b>	<b>Wed 16 Dec '26</b>	<b>0%</b>
255	6.1 Logistics RFQ for Project Shipping	1 day	Mon 17 Nov '25	Tue 18 Nov '25	0%
256	6.2 Ship Anchor Bolts and Embeds	3 wks	Wed 03 Dec '25	Mon 29 Dec '25	0%
257	6.3 Ship Group A Steel (Kelly Steel)	10 wks	Fri 28 Nov '25	Mon 16 Feb '26	0%
258	6.4 Ship Group R Steel (NSS)	8 wks	Thu 18 Dec '25	Thu 19 Feb '26	0%
259	6.5 Ship FRP - Innolution	8 wks	Tue 09 Dec '25	Tue 10 Feb '26	0%
260	6.6 Ship FRP - Polmar	8 wks	Tue 09 Dec '25	Tue 10 Feb '26	0%
261	6.7 Ship FRP - BFG Phil	8 wks	Tue 09 Dec '25	Tue 10 Feb '26	0%
262	6.8 Ship FRP - Huaye	8 wks	Tue 09 Dec '25	Tue 10 Feb '26	0%
263	6.9 Ship AP Products (Derwent)	3 wks	Fri 19 Dec '25	Wed 14 Jan '26	0%
264	6.10 Ship AP Manufacturing Outsourced (Derwent)	3 wks	Thu 18 Dec '25	Tue 13 Jan '26	0%
265	6.11 Ship AP Theming Outsourced (Vendor)	3 wks	Thu 18 Dec '25	Tue 13 Jan '26	0%

**WhiteWater West Industries Ltd.**  
48542 Bellevue Bay Indoor Waterpark

ID	Task Name	Duration	Start	Finish	% Complete
266	6.12 Ship Interactive Items (WaterPlay)	3 wks	Mon 02 Feb '26	Tue 24 Feb '26	0%
267	6.13 Ship FlowRider	3 wks	Mon 05 Jan '26	Tue 27 Jan '26	0%
268	6.14 Ship Control System	3 wks	Mon 12 Jan '26	Tue 03 Feb '26	0%
269	6.15 Ship Wave Equipment	6 wks	Thu 22 Jan '26	Mon 09 Mar '26	0%
270	6.16 Ship LifeFloor	2.5 wks	Fri 27 Nov '26	Wed 16 Dec '26	0%
271	<b>7 Installation</b>	<b>79.6 wks</b>	<b>Tue 16 Sep '25</b>	<b>Mon 10 May '27</b>	<b>0%</b>
272	7.1 Installation Sub-Contract	5.8 wks	Tue 16 Sep '25	Fri 31 Oct '25	0%
282	7.2 Group A Installation	17 wks	Thu 19 Feb '26	Thu 25 Jun '26	0%
283	7.2.1 Supervisor (TBC)	17 wks	Thu 19 Feb '26	Thu 25 Jun '26	0%
284	7.2.2 Subcontractor (TBC)	17 wks	Thu 19 Feb '26	Thu 25 Jun '26	0%
285	7.3 Group R Installation	45.6 wks	Fri 20 Mar '26	Wed 24 Feb '27	0%
286	7.3.1 Supervisor (TBC)	6 wks	Fri 20 Mar '26	Tue 05 May '26	0%
287	7.3.2 Subcontractor (TBC)	6 wks	Fri 20 Mar '26	Tue 05 May '26	0%
288	7.3.3 Spray Toy Installation	3 wks	Mon 13 Apr '26	Tue 05 May '26	0%
289	7.3.4 LifeFloor Installation	5 wks	Mon 18 Jan '27	Wed 24 Feb '27	0%
290	7.4 FlowRider Installation	4 wks	Fri 17 Jul '26	Mon 17 Aug '26	0%
291	<b>7.5 Wave Pool Installation</b>	<b>1.4 wks</b>	<b>Tue 09 Feb '27</b>	<b>Fri 19 Feb '27</b>	<b>0%</b>
292	7.5.1 Wave Pool Equipment Installation	1 wk	Tue 09 Feb '27	Wed 17 Feb '27	0%
293	7.5.2 Wave Pool Equipment Commissioning	2 days	Wed 17 Feb '27	Fri 19 Feb '27	0%
294	7.6 Client Submits Pre-Certification/Final Insp Checklist	2 days	Thu 25 Mar '27	Tue 30 Mar '27	0%
295	7.7 Commissioning / Certification Date	2 wks	Fri 02 Apr '27	Fri 16 Apr '27	0%
296	<b>7.8 Substantial Completion</b>	<b>0 wks</b>	<b>Fri 16 Apr '27</b>	<b>Fri 16 Apr '27</b>	<b>0%</b>
297	7.9 Punch List Activities	1 wk	Fri 16 Apr '27	Mon 26 Apr '27	0%
298	<b>7.10 O&amp;M Manual(s) - Final</b>	<b>3 wks</b>	<b>Fri 16 Apr '27</b>	<b>Mon 10 May '27</b>	<b>0%</b>
304	<b>8 Final Completion</b>	<b>0 days</b>	<b>Mon 10 May '27</b>	<b>Mon 10 May '27</b>	<b>0%</b>

## Appendix B Responsibility Matrix



### Bellevue Bay Water Park Responsibility Matrix



ITEM	BY	Commentary on Scope
<b>Due Diligence</b>		
Environmental Services (Phase 1 ESA)	ARCO Murray	ARCO obtained due to timeline constraints
Geotechnical Report	City of Bellevue	
Entitlements	City of Bellevue	
Kickoff Meeting with AHJ	ARCO Murray	Introduction with building inspectors and building department
<b>Permitting</b>		
Preconstruction Services	Architect	
Building Permit & Plan Review Fees	City of Bellevue	
Sustainability Consultant	N/A	Does not apply to project and no special provisions included by ARCO
Signage	ARCO Murray	
Permit Expeditor	N/A	Does not apply to project and no special provisions included by ARCO
MBE/WBE Consultant	N/A	Does not apply to project and no special provisions included by ARCO
Local Worker Requirement Consultant	N/A	Does not apply to project and no special provisions included by ARCO
Impact/Utility/Permit/Tap Fees	City of Bellevue	
Capital Facility Fees	City of Bellevue	City of Bellevue to advise if applicable
Health Department	City of Bellevue	
Liquor License	ARM	
Special Use/Miscellaneous Permits	City of Bellevue	
<b>Design Documents</b>		
<b>Architectural</b>		
Concept Architect	Architect	
Floor Plan / Layout	Architect	
Renderings & Walk Throughs	Architect	
Signage Design Intent	Architect	
Fixture Selection	Architect	
Finish Schedule	Architect	
Door and Hardware Selection	Architect	
Furniture Design & Selection	Architect	
Art & Accessories	Architect	
Lighting Design	Architect	
Production Architect	Architect	
Millwork Drawings	ARCO Murray	
Construction Drawings for Permit	Architect	
Construction Administration	Architect	RFI's, submittals, sketches, etc.
<b>Structural</b>		
Steel/Tilt Shop Drawings	ARCO Murray	
<b>Mechanical</b>		
Electrical	Architect	
Plumbing	Architect	
Aquatics	Architect	
Attractions	Architect	
Fire Protection / Fire Alarm	Architect	Shop drawings for approval to be submitted by ARCO
Civil	Architect	
<b>Landscaping</b>		
Acoustician	N/A	Does not apply to project and no special provisions included by ARCO
Kitchen	Architect	Shop drawings for approval to be submitted by kitchen vendor
Beer/Soda	Architect	Shop drawings for approval to be submitted by kitchen vendor
Audio Visual	Architect	
Security	Architect	
Low Voltage	Architect	
<b>RISK/Owner ITEMS</b>		
3rd Party Inspections	City of Bellevue	
Materials Testing	City of Bellevue	
Holder of Builders Risk	City of Bellevue	By ARM, ARCO providing alternate for ARM review
On Site Security	To Be Discussed	By City of Bellevue, ARCO can take on and price if requested
Storing of Owner Provided Items	City of Bellevue	
Utility Company Coordination	City of Bellevue/ARM	Utility design/engineering, load letters, etc. City of Bellevue to cover all utility related costs
As Built Drawings	ARCO Murray	

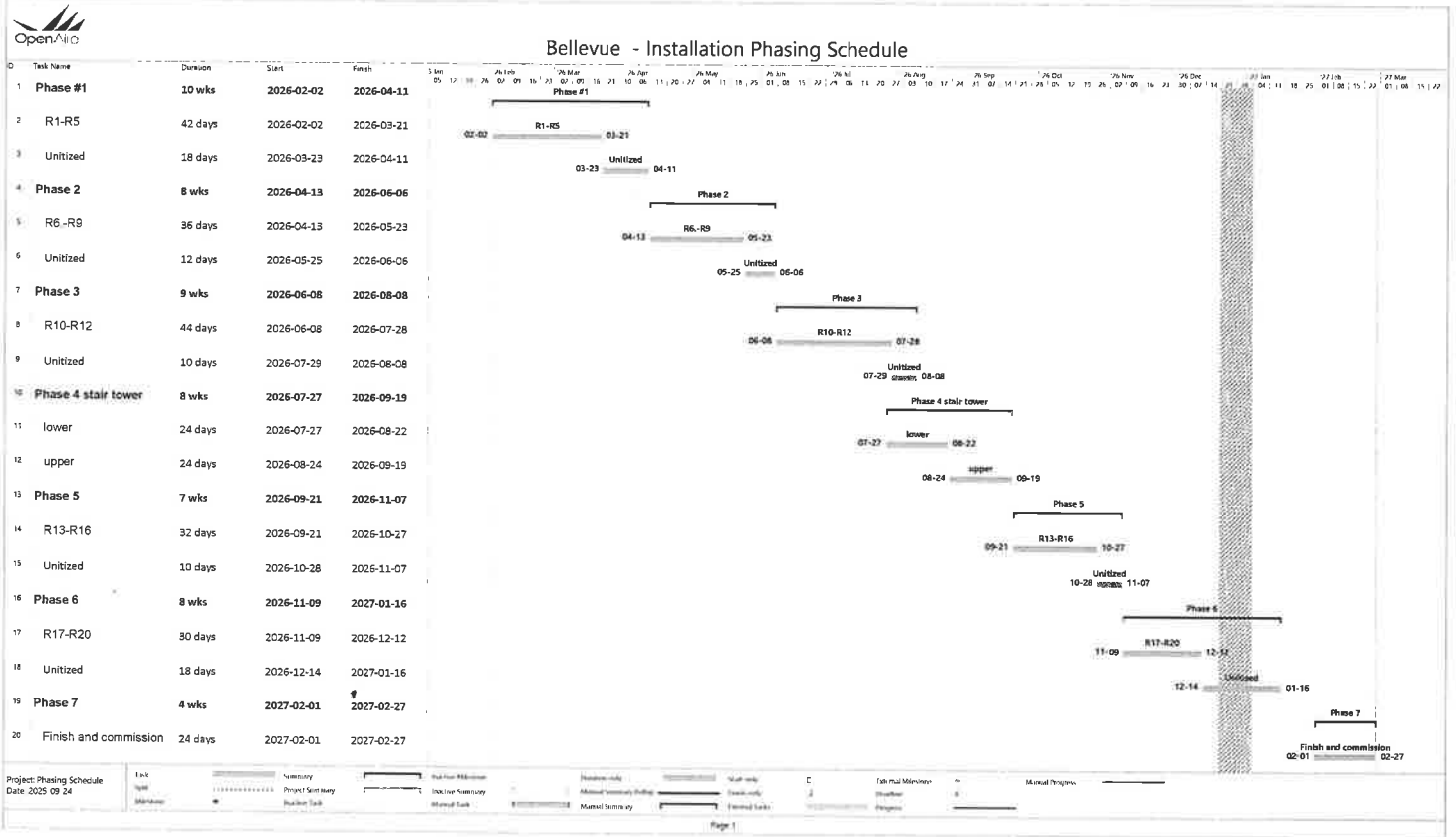


**Bellevue Bay Water Park**  
Responsibility Matrix



ITEM	SUPPLIED BY	INSTALLED BY	ARM SUPPLIER	Commentary on Scope
<b>Construction</b>				
Site Demo / Cleaning and Grubbing	ARCO Murray	ARCO Murray		
Site Grading	ARCO Murray	ARCO Murray		
Site Retaining Wall	ARCO Murray	ARCO Murray		
Site Paving	ARCO Murray	ARCO Murray		
Site Landscaping	ARCO Murray	ARCO Murray		
Site Utilities	ARCO Murray	ARCO Murray		
Mass Development Demo / Clearing & Grubbing	City of Bellevue	City of Bellevue		
Mass Development Grading	City of Bellevue	City of Bellevue		
Mass Development Roadway Paving	City of Bellevue	City of Bellevue		
Mass Development Landscaping	City of Bellevue	City of Bellevue		
Mass Development Site Utilities	City of Bellevue	City of Bellevue		
Mass Development Utilities	City of Bellevue	City of Bellevue		
Elevated Walkway to Future Hotel	City of Bellevue	City of Bellevue		<i>Including extensions/delivery points up to the transformers/meters within the water park</i>
Lighting	ARCO Murray	ARCO Murray		
Lighting Fixtures	ARCO Murray	ARCO Murray		
Lighting Controls	ARCO Murray	ARCO Murray		
<b>Audio Visual</b>				
Speakers	ARCO Murray	ARCO Murray		
Speaker Wiring	ARCO Murray	ARCO Murray		
Access controls	ARCO Murray	ARCO Murray		
TV Monitors/Brackets	ARCO Murray	ARCO Murray		
Visual Display Boards	ARCO Murray	ARCO Murray		
Video Screen Walls/LED Walls	ARCO Murray	ARCO Murray		
Building Security (Low Voltage System)	ARCO Murray	ARCO Murray		
Low Voltage	ARCO Murray	ARCO Murray		
Network/Server/WIFI/WAPs/VOIP	ARM	ARM		
<b>Signage</b>				
Building Interior Signage	ARM	ARM		
Exterior Signage	ARCO Murray	ARCO Murray		
Monument Signage	N/A	N/A		
Water Slides & Water Park Aquatic Structures	City of Bellevue	City of Bellevue	White Water	
Life Floor	City of Bellevue	City of Bellevue	White Water	
Flowrider				
Flowrider Equipment	City of Bellevue	City of Bellevue	White Water	<i>Front recovery, divider, ride surface, foam/vinyl, rear recovery, pumps, VFD's, steel structure support, operators station, flowrider main control panel, etc.</i>
Concrete Structure	ARCO Murray	ARCO Murray		
Waterproofing	ARCO Murray	ARCO Murray		
Aquatics Piping	ARCO Murray	ARCO Murray		
Electrical	ARCO Murray	ARCO Murray		
Low Voltage	ARCO Murray	ARCO Murray		
Wave Pool				
Wave Pool Equipment	City of Bellevue	City of Bellevue	White Water	<i>Fan blowers, compressors, VFD's, main control panel, high pressure air duct, wave valves, cylinder assemblies, drip leg drains, air lines, actuators, etc.</i>
Concrete Structure	ARCO Murray	ARCO Murray		
Waterproofing	ARCO Murray	ARCO Murray		
Aquatics Piping	ARCO Murray	ARCO Murray		
Electrical	ARCO Murray	ARCO Murray		
Plumbing/HVAC	ARCO Murray	ARCO Murray		
Low Voltage	ARCO Murray	ARCO Murray		
Chemicals withing Chemical Tanks	ARM	ARM		
Startup Costs	ARM	ARM		
Art & Accessories	ARM	ARM		
DAS/ERCC Systems	To Be Discussed	To Be Discussed		<i>Excluded pending testing/confirmation upon completed structure</i>
Toilet Partitions/Urinal Screens	ARCO Murray	ARCO Murray		
Toilet Accessories	ARCO Murray	ARCO Murray		
<b>Food Service Equipment</b>				
Kitchen Equipment	ARM	ARM		
Coolers/Freezers	ARM	ARM		
Kitchen Hoods	ARCO Murray	ARCO Murray		
POS/Rented Equipment/Beer/Soda/CO2	ARM	ARM		
Smallwears	ARM	ARM		
<b>FF&amp;E</b>				
Arcade Games	ARM	ARM		
Misc. Furniture	ARM	ARM		
ADA Signage	ARM	ARM		
Cabanas	ARM	ARM		
Potted Planter Boxes	ARM	ARM		
Entry Vestibules & Revolving Door	ARCO Murray	ARCO Murray		
Mechanical Room	ARCO Murray	ARCO Murray		
Electrical Room	ARCO Murray	ARCO Murray		
Fire Riser Room	ARCO Murray	ARCO Murray		
Stairs	ARCO Murray	ARCO Murray		
Elevator	ARCO Murray	ARCO Murray		

Appendix C  
OpenAire Schedule





ARCO/Murray National Holdings, Inc.

Printed on Wed Nov 19, 2025 at 10:14 am CST

Job #: ENT149 Bellevue Bay Water Park  
 Northwest Corner of US Route 34 and US Route 75  
 Bellevue, Nebraska 68005  
 331-251-2726

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
OA.16	DETAILS	0	06/27/2025		100% CD Set
OA.17	SIDE WALL BRACING	0	06/27/2025		100% CD Set
OA.17.1	ROOF CROSS BRACING	0	06/27/2025		100% CD Set
OA.17.2	SIDE CROSS BRACING	0	06/27/2025		100% CD Set
OA.17.3	SIDE CROSS BRACING	0	06/27/2025		100% CD Set
OA.17.4	TOWER ROOF CROSS BRACING	0	06/27/2025		100% CD Set
OA.17.5	TOWER SIDE WALL CROSS BRACING	0	06/27/2025		100% CD Set
OA.18	DETAILS	0	06/27/2025		100% CD Set
OA.19	TRUSS LAYOUT & COLUMNS	0	06/27/2025		100% CD Set
OA.19.1	TRUSS & COLUMN LAYOUT	0	06/27/2025		100% CD Set
OA.19.2	TRUSS & COLUMN LAYOUT	0	06/27/2025		100% CD Set
OA.20	GABLE END TRUSS	0	06/27/2025		100% CD Set
OA.21	DETAILS	0	06/27/2025		100% CD Set
OA.22	DETAILS	0	06/27/2025		100% CD Set
OA.22.1	DETAILS	0	06/27/2025		100% CD Set
OA.22.2	DETAILS	0	06/27/2025		100% CD Set
OA.22.3	DETAILS	0	06/27/2025		100% CD Set
OA.22.4	DETAILS	0	06/27/2025		100% CD Set
OA.22.5	DETAILS	0	06/27/2025		100% CD Set
OA.23	SLIDERS WIRING HARNESS LAYOUT	0	06/27/2025		100% CD Set
OA.23.1	WINDOWS OH DOORS WIRING HARNESS LAYOUT	0	06/27/2025		100% CD Set
<b>MECHANICAL</b>					
M0.01	LEGEND, ABBREVIATIONS AND GENERAL NOTES	0	06/27/2025		100% CD Set
M1.00A	BASEMENT FLOOR PLAN - AREA A	0	06/27/2025		100% CD Set
M1.00B	BASEMENT FLOOR PLAN - AREA B	0	06/27/2025		100% CD Set
M1.01A	FIRST FLOOR UNDERSLAB PLAN - AREA A	0	06/27/2025		100% CD Set
M1.01B	FIRST FLOOR UNDERSLAB PLAN - AREA B	0	06/27/2025		100% CD Set
M1.01C	FIRST FLOOR UNDERSLAB PLAN - AREA C	0	06/27/2025		100% CD Set
M1.01D	FIRST FLOOR UNDERSLAB PLAN - AREA D	0	06/27/2025		100% CD Set
M1.01E	FIRST FLOOR UNDERSLAB PLAN - AREA E	0	06/27/2025		100% CD Set
M1.02A	FIRST FLOOR PLAN - AREA A	0	06/27/2025		100% CD Set
M1.02B	FIRST FLOOR PLAN - AREA B	0	06/27/2025		100% CD Set
M1.02E	FIRST FLOOR PLAN - AREA E	0	06/27/2025		100% CD Set
M1.03A	SECOND FLOOR PLAN - AREA A	0	06/27/2025		100% CD Set
M1.03B	SECOND FLOOR PLAN - AREA B	0	06/27/2025		100% CD Set
M1.03C	SECOND FLOOR PLAN - AREA C	0	06/27/2025		100% CD Set
M1.11A	ROOF PLAN - AREA A	0	06/27/2025		100% CD Set
M1.11B	ROOF PLAN - AREA B	0	06/27/2025		100% CD Set



ARCO/Murray National Holdings, Inc.

Printed on Wed Nov 19, 2025 at 10:14 am CST

Job #: ENT149 Bellevue Bay Water Park  
 Northwest Corner of US Route 34 and US Route 75  
 Bellevue, Nebraska 68005  
 331-251-2726

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
M1.11C	ROOF PLAN - AREA C	0	06/27/2025		100% CD Set
M1.11D	ROOF PLAN - AREA D	0	06/27/2025		100% CD Set
M1.11E	ROOF PLAN - AREA E	0	06/27/2025		100% CD Set
M3.01	SCHEDULES	0	06/27/2025		100% CD Set
M3.02	SCHEDULES	0	06/27/2025		100% CD Set
M4.01	CONTROLS	0	06/27/2025		100% CD Set
M4.02	CONTROLS	0	06/27/2025		100% CD Set
M4.03	CONTROLS	0	06/27/2025		100% CD Set
M4.04	CONTROLS	0	06/27/2025		100% CD Set
M4.10	AHU-1 - AHU-4 DIAGRAMS	0	06/27/2025		100% CD Set
M4.11	AHU-5 DIAGRAMS	0	06/27/2025		100% CD Set
M5.01	DETAILS	0	06/27/2025		100% CD Set
M5.02	DETAILS	0	06/27/2025		100% CD Set
M5.03	DETAILS	0	06/27/2025		100% CD Set
M5.04	DETAILS	0	06/27/2025		100% CD Set
M6.01	SECTION VIEWS	0	06/27/2025		100% CD Set
M6.02	SECTION VIEWS	0	06/27/2025		100% CD Set
M6.03	SECTION VIEWS	0	06/27/2025		100% CD Set
M6.04	ROOF 3-D VIEWS	0	06/27/2025		100% CD Set
<b>FIRE PROTECTION</b>					
F0.00	LEGEND, ABBREVIATIONS AND GENERAL NOTES	0	06/27/2025		100% CD Set
F0.01	SITE PLAN	0	06/27/2025		100% CD Set
F1.00A	BASEMENT FLOOR PLAN - AREA A	0	06/27/2025		100% CD Set
F1.00B	BASEMENT FLOOR PLAN - AREA B	0	06/27/2025		100% CD Set
F1.01A	FIRST FLOOR PLAN - AREA A	0	06/27/2025		100% CD Set
F1.01B	FIRST FLOOR PLAN - AREA B	0	06/27/2025		100% CD Set
F1.01E	FIRST FLOOR PLAN - AREA E	0	06/27/2025		100% CD Set
F1.02A	SECOND FLOOR PLAN - AREA A	0	06/27/2025		100% CD Set
F1.02B	SECOND FLOOR PLAN - AREA B	0	06/27/2025		100% CD Set
F1.02C	SECOND FLOOR PLAN - AREA C	0	06/27/2025		100% CD Set
F1.02D	SECOND FLOOR PLAN - AREA D	0	06/27/2025		100% CD Set
F5.01	DETAILS	0	06/27/2025		100% CD Set
<b>PLUMBING</b>					
P0.00	LEGEND, ABBREVIATIONS AND GENERAL NOTES	0	06/27/2025		100% CD Set
P0.01	SITE PLAN	0	06/27/2025		100% CD Set
P1.01A	BASEMENT UNDERSLAB PLAN - AREA A	0	06/27/2025		100% CD Set
P1.01B	BASEMENT UNDERSLAB PLAN - AREA B	0	06/27/2025		100% CD Set
P1.02A	BASEMENT FLOOR PLAN - AREA A	0	06/27/2025		100% CD Set



ARCO/Murray National Holdings, Inc.

Printed on Wed Nov 19, 2025 at 10:14 am CST

Job #: ENT149 Bellevue Bay Water Park  
 Northwest Corner of US Route 34 and US Route 75  
 Bellevue, Nebraska 68005  
 331-251-2726

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
P1.02B	BASEMENT FLOOR PLAN - AREA B	0	06/27/2025		100% CD Set
P1.03C	FIRST FLOOR UNDERSLAB PLAN - AREA C	0	06/27/2025		100% CD Set
P1.03D	FIRST FLOOR UNDERSLAB PLAN - AREA D	0	06/27/2025		100% CD Set
P1.03E	FIRST FLOOR UNDERSLAB PLAN - AREA E	0	06/27/2025		100% CD Set
P1.04A	FIRST FLOOR PLAN - AREA A	0	06/27/2025		100% CD Set
P1.04B	FIRST FLOOR PLAN - AREA B	0	06/27/2025		100% CD Set
P1.04C	FIRST FLOOR PLAN - AREA C	0	06/27/2025		100% CD Set
P1.04D	FIRST FLOOR PLAN - AREA D	0	06/27/2025		100% CD Set
P1.04E	FIRST FLOOR PLAN - AREA E	0	06/27/2025		100% CD Set
P1.05A	SECOND FLOOR PLAN - AREA A	0	06/27/2025		100% CD Set
P1.05B	SECOND FLOOR PLAN - AREA B	0	06/27/2025		100% CD Set
P1.11A	ROOF PLAN - AREA A	0	06/27/2025		100% CD Set
P1.11B	ROOF PLAN - AREA B	0	06/27/2025		100% CD Set
P1.11C	ROOF PLAN - AREA C	0	06/27/2025		100% CD Set
P1.11E	ROOF PLAN - AREA E	0	06/27/2025		100% CD Set
P2.01	ENLARGED PLANS	0	06/27/2025		100% CD Set
P2.02	ENLARGED PLANS	0	06/27/2025		100% CD Set
P2.03	ENLARGED TOWER PLANS	0	06/27/2025		100% CD Set
P3.01	PLUMBING SCHEDULES	0	06/27/2025		100% CD Set
P3.02	PLUMBING SCHEDULES	0	06/27/2025		100% CD Set
P4.01	PLUMBING DIAGRAMS	0	06/27/2025		100% CD Set
P4.02	PLUMBING DIAGRAMS	0	06/27/2025		100% CD Set
P4.03	PLUMBING DIAGRAMS	0	06/27/2025		100% CD Set
P4.04	PLUMBING DIAGRAMS	0	06/27/2025		100% CD Set
P4.05	PLUMBING DIAGRAMS	0	06/27/2025		100% CD Set
P4.06	PLUMBING DIAGRAMS	0	06/27/2025		100% CD Set
P4.07	PLUMBING DIAGRAMS	0	06/27/2025		100% CD Set
P4.08	PLUMBING DIAGRAMS	0	06/27/2025		100% CD Set
P4.09	PLUMBING DIAGRAMS	0	06/27/2025		100% CD Set
P5.01	PLUMBING DETAILS	0	06/27/2025		100% CD Set
P5.02	PLUMBING DETAILS	0	06/27/2025		100% CD Set
<b>AQUATICS</b>					
W0.001	GENERAL NOTES & LEGENDS	0	06/27/2025		100% CD Set
W1.000	OVERALL AQUATIC PLAN	0	06/27/2025		100% CD Set
W1.010	PARTIAL SITE ELEVATIONS & EQUIPMENT ID - SECTOR A	0	06/27/2025		100% CD Set
W1.011	PARTIAL SITE ELEVATIONS & EQUIPMENT ID - SECTOR B	0	06/27/2025		100% CD Set
W1.020	PARTIAL SITE OVERALL PIPING - SECTOR A	0	06/27/2025		100% CD Set
W1.021	PARTIAL SITE OVERALL PIPING - SECTOR B	0	06/27/2025		100% CD Set



DESIGN BUILD

ARCO/Murray National Holdings, Inc.

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Job #: ENT149 Bellevue Bay Water Park  
 Northwest Corner of US Route 34 and US Route 75  
 Bellevue, Nebraska 68005  
 331-251-2726

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
W2.000	RIVER EQUIPMENT ID	0	06/27/2025		100% CD Set
W2.010	RIVER OVERALL PIPING	0	06/27/2025		100% CD Set
W2.011	RIVER SUCTION PIPING	0	06/27/2025		100% CD Set
W2.012	RIVER FILTER PIPING	0	06/27/2025		100% CD Set
W2.013	RIVER FEATURE PIPING	0	06/27/2025		100% CD Set
W2.020	RIVER AXONOMETRIC VIEW	0	06/27/2025		100% CD Set
W2.050	ACTIVITY POOL EQUIPMENT ID	0	06/27/2025		100% CD Set
W2.060	ACTIVITY POOL OVERALL PIPING	0	06/27/2025		100% CD Set
W2.061	ACTIVITY POOL SUCTION PIPING	0	06/27/2025		100% CD Set
W2.062	ACTIVITY POOL FILTER PIPING	0	06/27/2025		100% CD Set
W2.070	ACTIVITY POOL AXONOMETRIC VIEW	0	06/27/2025		100% CD Set
W2.100	FLOW RIDER EQUIPMENT ID	0	06/27/2025		100% CD Set
W2.101	FLOW RIDER BASIN EQUIPMENT ID	0	06/27/2025		100% CD Set
W2.110	FLOW RIDER OVERALL PIPING	0	06/27/2025		100% CD Set
W2.111	FLOW RIDER SUCTION PIPING	0	06/27/2025		100% CD Set
W2.112	FLOW RIDER FILTER PIPING	0	06/27/2025		100% CD Set
W2.120	FLOW RIDER AXONOMETRIC VIEW	0	06/27/2025		100% CD Set
W2.150	WET PLAY STRUCTURE EQUIPMENT ID	0	06/27/2025		100% CD Set
W2.155	WET PLAY STRUCTURE ELEVATIONS	0	06/27/2025		100% CD Set
W2.160	WET PLAY STRUCTURE OVERALL PIPING	0	06/27/2025		100% CD Set
W2.161	WET PLAY STRUCTURE GRAVITY PIPING	0	06/27/2025		100% CD Set
W2.162	WET PLAY STRUCTURE SUCTION & FILTER PIPING	0	06/27/2025		100% CD Set
W2.163	WET PLAY STRUCTURE FEATURE PIPING	0	06/27/2025		100% CD Set
W2.170	WET PLAY STRUCTURE TANK (HYDRAULIC)	0	06/27/2025		100% CD Set
W2.180	WET PLAY STRUCTURE AXONOMETRIC VIEW	0	06/27/2025		100% CD Set
W2.200	TUBE SLIDES PLATFORM ENLARGEMENT & RUNOUTS	0	06/27/2025		100% CD Set
W2.210	TUBE SLIDES RESERVOIR TANK (HYDRAULIC)	0	06/27/2025		100% CD Set
W2.220	TUBE SLIDES OVERALL PIPING	0	06/27/2025		100% CD Set
W2.221	TUBE SLIDES SUCTION & FILTER PIPING	0	06/27/2025		100% CD Set
W2.222	TUBE SLIDES GRAVITY PIPING	0	06/27/2025		100% CD Set
W2.223	TUBE SLIDES FEATURE PIPING	0	06/27/2025		100% CD Set
W2.230	TUBE SLIDES AXONOMETRIC VIEW	0	06/27/2025		100% CD Set
W2.250	MAT RACER & BODY SLIDES PLATFORM & RUNOUTS	0	06/27/2025		100% CD Set
W2.270	MAT RACER & BODY SLIDES RESERVOIR TANK (HYDRAULIC)	0	06/27/2025		100% CD Set
W2.280	MAT RACER & BODY SLIDES OVERALL PIPING	0	06/27/2025		100% CD Set
W2.281	MAT RACER & BODY SLIDES SUCTION & FILTER PIPING	0	06/27/2025		100% CD Set
W2.282	MAT RACER & BODY SLIDES GRAVITY PIPING	0	06/27/2025		100% CD Set
W2.283	MAT RACER & BODY SLIDES FEATURE PIPING	0	06/27/2025		100% CD Set



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Job #: ENT149 Bellevue Bay Water Park  
 Northwest Corner of US Route 34 and US Route 75  
 Bellevue, Nebraska 68005  
 331-251-2726

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
W2.290	MAT RACER & BODY SLIDES AXONOMETRIC VIEW	0	06/27/2025		100% CD Set
W2.300	WAVE POOL EQUIPMENT ID	0	06/27/2025		100% CD Set
W2.310	WAVE POOL OVERALL PIPING	0	06/27/2025		100% CD Set
W2.311	WAVE POOL GRAVITY PIPING	0	06/27/2025		100% CD Set
W2.312	WAVE POOL FILTER PIPING	0	06/27/2025		100% CD Set
W2.313	WAVE POOL FEATURE PIPING	0	06/27/2025		100% CD Set
W2.320	WAVE POOL TANK (HYDRAULIC)	0	06/27/2025		100% CD Set
W2.330	WAVE POOL AXONOMETRIC VIEW	0	06/27/2025		100% CD Set
W3.000	MECHANICAL ROOM EQUIPMENT ID - SECTOR A	0	06/27/2025		100% CD Set
W3.001	MECHANICAL ROOM EQUIPMENT ID - SECTOR B	0	06/27/2025		100% CD Set
W3.010	MECHANICAL ROOM DIMENSIONS & HOUSEKEEPING PADS - SECTOR A	0	06/27/2025		100% CD Set
W3.011	MECHANICAL ROOM DIMENSIONS & HOUSEKEEPING PADS - SECTOR B	0	06/27/2025		100% CD Set
W3.015	CHEMICAL ROOM EQUIPMENT ID, DIMS & HOUSEKEEPING PADS	0	06/27/2025		100% CD Set
W3.020	MECHANICAL ROOM PENETRATIONS	0	06/27/2025		100% CD Set
W3.021	CHEMICAL ROOM PENETRATIONS	0	06/27/2025		100% CD Set
W3.025	MECHANICAL ROOM AXONOMETRIC VIEW	0	06/27/2025		100% CD Set
W3.026	MECHANICAL ROOM PERSPECTIVE VIEW	0	06/27/2025		100% CD Set
W3.027	MECHANICAL ROOM PERSPECTIVE VIEW	0	06/27/2025		100% CD Set
W3.030	RIVER PIPING DIAGRAM - FILTER	0	06/27/2025		100% CD Set
W3.031	RIVER THRUSTER PIPING DIAGRAM	0	06/27/2025		100% CD Set
W3.040	ACTIVITY POOL PIPING DIAGRAM	0	06/27/2025		100% CD Set
W3.050	FLOW RIDER PIPING DIAGRAM	0	06/27/2025		100% CD Set
W3.060	WET PLAY STRUCTURE PIPING DIAGRAM - FILTER	0	06/27/2025		100% CD Set
W3.061	WET PLAY STRUCTURE PIPING DIAGRAM - FEATURE	0	06/27/2025		100% CD Set
W3.062	WET PLAY STRUCTURE PIPING DIAGRAM - FEATURE	0	06/27/2025		100% CD Set
W3.070	TUBE SLIDES PIPING DIAGRAM - FILTER	0	06/27/2025		100% CD Set
W3.071	TUBE SLIDES PIPING DIAGRAM - FEATURE	0	06/27/2025		100% CD Set
W3.080	MAT RACER & BODY SLIDES PIPING DIAGRAM - FILTER	0	06/27/2025		100% CD Set
W3.081	MAT RACER & BODY SLIDES PIPING DIAGRAM - FEATURE	0	06/27/2025		100% CD Set
W3.090	WAVE POOL PIPING DIAGRAM	0	06/27/2025		100% CD Set
W3.100	CO2 SUPPLY PIPING DIAGRAM	0	06/27/2025		100% CD Set
W4.000	ELECTRICAL GENERAL NOTES	0	06/27/2025		100% CD Set
W4.010	PARTIAL SITE ELECTRICAL PLAN - SECTOR A	0	06/27/2025		100% CD Set
W4.011	PARTIAL SITE ELECTRICAL PLAN - SECTOR B	0	06/27/2025		100% CD Set
W4.020	RIVER BONDING	0	06/27/2025		100% CD Set
W4.030	ACTIVITY POOL BONDING	0	06/27/2025		100% CD Set
W4.040	FLOW RIDER BONDING	0	06/27/2025		100% CD Set
W4.050	WET PLAY STRUCTURE BONDING	0	06/27/2025		100% CD Set



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Job #: ENT149 Bellevue Bay Water Park  
 Northwest Corner of US Route 34 and US Route 75  
 Bellevue, Nebraska 68005  
 331-251-2726

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
W4.060	TUBE SLIDES BONDING	0	06/27/2025		100% CD Set
W4.070	MAT RACER & BODY SLIDES BONDING	0	06/27/2025		100% CD Set
W4.080	WAVE POOL BONDING	0	06/27/2025		100% CD Set
W4.090	MECHANICAL ROOM ELECTRICAL PLAN - SECTOR A	0	06/27/2025		100% CD Set
W4.091	MECHANICAL ROOM ELECTRICAL PLAN - SECTOR B	0	06/27/2025		100% CD Set
W4.092	CHEMICAL ROOM ELECTRICAL EQUIPMENT ID	0	06/27/2025		100% CD Set
W4.100	RIVER FUNCTIONAL BLOCK DIAGRAM	0	06/27/2025		100% CD Set
W4.110	ACTIVITY POOL FUNCTIONAL BLOCK DIAGRAM	0	06/27/2025		100% CD Set
W4.120	FLOW RIDER FUNCTIONAL BLOCK DIAGRAM	0	06/27/2025		100% CD Set
W4.130	WET PLAY STRUCTURE FUNCTIONAL BLOCK DIAGRAM	0	06/27/2025		100% CD Set
W4.140	TUBE SLIDES FUNCTIONAL BLOCK DIAGRAM	0	06/27/2025		100% CD Set
W4.150	MAT RACER & BODY SLIDES FUNCTIONAL BLOCK DIAGRAM	0	06/27/2025		100% CD Set
W4.160	WAVE POOL FUNCTIONAL BLOCK DIAGRAM	0	06/27/2025		100% CD Set
W4.170	MCC FUNCTIONAL BLOCK DIAGRAM	0	06/27/2025		100% CD Set
W4.180	MECHANICAL ROOM SINGLE LINE DIAGRAM	0	06/27/2025		100% CD Set
W4.181	MECHANICAL ROOM SINGLE LINE DIAGRAM	0	06/27/2025		100% CD Set
W4.182	MECHANICAL ROOM SINGLE LINE DIAGRAM	0	06/27/2025		100% CD Set
W4.183	MECHANICAL ROOM SINGLE LINE DIAGRAM	0	06/27/2025		100% CD Set
W4.184	MECHANICAL ROOM SINGLE LINE DIAGRAM	0	06/27/2025		100% CD Set
W4.185	MECHANICAL ROOM MCP DIAGRAM	0	06/27/2025		100% CD Set
W4.186	LIGHTING DIAGRAM	0	06/27/2025		100% CD Set
W4.190	MECHANICAL ROOM PANEL SCHEDULES	0	06/27/2025		100% CD Set
W4.200	MECHANICAL ROOM ELECTRICAL EQUIPMENT SCHEDULES	0	06/27/2025		100% CD Set
W5.000	DETAILS (SITE)	0	06/27/2025		100% CD Set
W5.020	DETAILS (FEATURE)	0	06/27/2025		100% CD Set
W5.021	DETAILS (FEATURE)	0	06/27/2025		100% CD Set
W5.022	DETAILS (FEATURE)	0	06/27/2025		100% CD Set
W5.025	DETAILS (FINISHES)	0	06/27/2025		100% CD Set
W5.026	DETAILS (FINISHES)	0	06/27/2025		100% CD Set
W5.030	DETAILS (MECH)	0	06/27/2025		100% CD Set
W5.031	DETAILS (MECH)	0	06/27/2025		100% CD Set
W5.032	DETAILS (MECH)	0	06/27/2025		100% CD Set
W6.000	GENERAL EQUIPMENT SCHEDULES	0	06/27/2025		100% CD Set
W6.001	BLUE MAR PRODUCTS EQUIPMENT SCHEDULES	0	06/27/2025		100% CD Set
W6.002	BLUE MAR PRODUCTS EQUIPMENT SCHEDULES	0	06/27/2025		100% CD Set
WS2.000	RIVER STRUCTURAL ID	0	06/27/2025		100% CD Set
WS2.010	RIVER DIMENSIONS	0	06/27/2025		100% CD Set
WS2.020	RIVER SECTIONS	0	06/27/2025		100% CD Set



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Job #: ENT149 Bellevue Bay Water Park  
 Northwest Corner of US Route 34 and US Route 75  
 Bellevue, Nebraska 68005  
 331-251-2726

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
WS2.050	ACTIVITY POOL STRUCTURAL ID	0	06/27/2025		100% CD Set
WS2.060	ACTIVITY POOL DIMENSIONS	0	06/27/2025		100% CD Set
WS2.070	ACTIVITY POOL SECTIONS	0	06/27/2025		100% CD Set
WS2.100	FLOW RIDER STRUCTURAL ID	0	06/27/2025		100% CD Set
WS2.110	FLOW RIDER DIMENSIONS	0	06/27/2025		100% CD Set
WS2.120	FLOW RIDER SECTIONS	0	06/27/2025		100% CD Set
WS2.150	WET PLAY STRUCTURE STRUCTURAL ID	0	06/27/2025		100% CD Set
WS2.160	WET PLAY STRUCTURE DIMENSIONS	0	06/27/2025		100% CD Set
WS2.170	WET PLAY STRUCTURE SECTIONS	0	06/27/2025		100% CD Set
WS2.190	WET PLAY STRUCTURE TANK (STRUCTURE)	0	06/27/2025		100% CD Set
WS2.200	TUBE SLIDES STRUCTURAL ID	0	06/27/2025		100% CD Set
WS2.201	TUBE SLIDES DIMENSIONS	0	06/27/2025		100% CD Set
WS2.205	TUBE SLIDES SECTIONS	0	06/27/2025		100% CD Set
WS2.210	TUBE SLIDES RESERVOIR TANK (STRUCTURE)	0	06/27/2025		100% CD Set
WS2.250	MAT RACER & BODY SLIDES STRUCTURAL ID	0	06/27/2025		100% CD Set
WS2.251	MAT RACER & BODY SLIDES DIMENSIONS	0	06/27/2025		100% CD Set
WS2.255	MAT RACER & BODY SLIDES SECTIONS	0	06/27/2025		100% CD Set
WS2.270	MAT RACER & BODY SLIDES RESERVOIR TANK (STRUCTURE)	0	06/27/2025		100% CD Set
WS2.300	WAVE POOL STRUCTURAL ID	0	06/27/2025		100% CD Set
WS2.310	WAVE POOL DIMENSIONS	0	06/27/2025		100% CD Set
WS2.320	WAVE POOL SECTIONS	0	06/27/2025		100% CD Set
WS2.340	WAVE POOL TANK (STRUCTURE)	0	06/27/2025		100% CD Set
WS5.010	DETAILS (STRUCTURE)	0	06/27/2025		100% CD Set
WS5.011	DETAILS (STRUCTURE)	0	06/27/2025		100% CD Set
WS5.012	DETAILS (STRUCTURE)	0	06/27/2025		100% CD Set
WS5.013	DETAILS (STRUCTURE)	0	06/27/2025		100% CD Set
WS5.014	DETAILS (STRUCTURE)	0	06/27/2025		100% CD Set
WS5.015	DETAILS (STRUCTURE)	0	06/27/2025		100% CD Set
WS5.016	DETAILS (STRUCTURE)	0	06/27/2025		100% CD Set
<b>ELECTRICAL</b>					
E0.00	LEGEND, ABBREVIATIONS AND GENERAL NOTES	0	06/27/2025		100% CD Set
E0.01	SITE PLAN - POWER	0	06/27/2025		100% CD Set
E0.02	SITE PLAN - LIGHTING	0	06/27/2025		100% CD Set
E1.00A	BASEMENT FLOOR PLAN - AREA A - POWER	0	06/27/2025		100% CD Set
E1.00B	BASEMENT FLOOR PLAN - AREA B - POWER	0	06/27/2025		100% CD Set
E1.01A	FIRST FLOOR PLAN - AREA A - POWER	0	06/27/2025		100% CD Set
E1.01B	FIRST FLOOR PLAN - AREA B - POWER	0	06/27/2025		100% CD Set
E1.01C	FIRST FLOOR PLAN - AREA C - POWER	0	06/27/2025		100% CD Set



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 331-251-2726

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
E1.01D	FIRST FLOOR PLAN - AREA D - POWER	0	06/27/2025		100% CD Set
E1.01E	FIRST FLOOR PLAN - AREA E - POWER	0	06/27/2025		100% CD Set
E1.02A	SECOND FLOOR PLAN - AREA A - POWER	0	06/27/2025		100% CD Set
E1.02B	SECOND FLOOR PLAN - AREA B - POWER	0	06/27/2025		100% CD Set
E1.11A	ROOF PLAN - AREA A	0	06/27/2025		100% CD Set
E1.11B	ROOF PLAN - AREA B	0	06/27/2025		100% CD Set
E1.11E	ROOF PLAN - AREA E	0	06/27/2025		100% CD Set
E1.20A	BASEMENT CEILING PLAN - AREA A - LIGHTING	0	06/27/2025		100% CD Set
E1.20B	BASEMENT CEILING PLAN - AREA B - LIGHTING	0	06/27/2025		100% CD Set
E1.21A	FIRST FLOOR CEILING PLAN - AREA A - LIGHTING	0	06/27/2025		100% CD Set
E1.21B	FIRST FLOOR CEILING PLAN - AREA B - LIGHTING	0	06/27/2025		100% CD Set
E1.21C	FIRST FLOOR CEILING PLAN - AREA C - LIGHTING	0	06/27/2025		100% CD Set
E1.21D	FIRST FLOOR CEILING PLAN - AREA D - LIGHTING	0	06/27/2025		100% CD Set
E1.21E	FIRST FLOOR CEILING PLAN - AREA E - LIGHTING	0	06/27/2025		100% CD Set
E1.22A	SECOND FLOOR CEILING PLAN - AREA A - LIGHTING	0	06/27/2025		100% CD Set
E1.22B	SECOND FLOOR CEILING PLAN - AREA B - LIGHTING	0	06/27/2025		100% CD Set
E1.22C	SECOND FLOOR CEILING PLAN - AREA C - LIGHTING	0	06/27/2025		100% CD Set
E1.22D	SECOND FLOOR CEILING PLAN - AREA D - LIGHTING	0	06/27/2025		100% CD Set
E1.23A	SECOND FLOOR CEILING PLAN - AREA A - POWER	0	06/27/2025		100% CD Set
E1.23B	SECOND FLOOR CEILING PLAN - AREA B - POWER	0	06/27/2025		100% CD Set
E1.23C	SECOND FLOOR CEILING PLAN - AREA C - POWER	0	06/27/2025		100% CD Set
E2.01	ENLARGED PLANS - POWER	0	06/27/2025		100% CD Set
E2.02	ENLARGED TOWER PLANS - POWER	0	06/27/2025		100% CD Set
E2.11	EXTERIOR ELEVATIONS - LIGHTING	0	06/27/2025		100% CD Set
E2.12	ENLARGED PLANS - LIGHTING	0	06/27/2025		100% CD Set
E2.13	ENLARGED TOWER PLANS - LIGHTING	0	06/27/2025		100% CD Set
E3.01	SCHEDULES	0	06/27/2025		100% CD Set
E3.02	SCHEDULES	0	06/27/2025		100% CD Set
E3.10	PANEL SCHEDULES	0	06/27/2025		100% CD Set
E3.11	PANEL SCHEDULES	0	06/27/2025		100% CD Set
E3.12	PANEL SCHEDULES	0	06/27/2025		100% CD Set
E3.13	PANEL SCHEDULES	0	06/27/2025		100% CD Set
E3.14	PANEL SCHEDULES	0	06/27/2025		100% CD Set
E3.15	PANEL SCHEDULES	0	06/27/2025		100% CD Set
E3.21	SCHEDULES - LIGHTING	0	06/27/2025		100% CD Set
E3.22	LIGHTING ZONE LOAD SCHEDULE	0	06/27/2025		100% CD Set
E4.01	ONELINE DIAGRAMS	0	06/27/2025		100% CD Set
E4.02	ONELINE DIAGRAMS	0	06/27/2025		100% CD Set



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 331-251-2726

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
E4.21	ONELINE DIAGRAMS - LIGHTING	0	06/27/2025		100% CD Set
E5.01	DETAILS	0	06/27/2025		100% CD Set
E5.02	DETAILS	0	06/27/2025		100% CD Set
<b>LOW VOLTAGE</b>					
T0.00	LEGEND, ABBREVIATIONS AND GENERAL NOTES	0	06/27/2025		100% CD Set
T0.01	SITE PLAN	0	06/27/2025		100% CD Set
T0.02	RESPONSIBILITY MATRIX	0	06/27/2025		100% CD Set
T1.00A	BASEMENT FLOOR PLAN - AREA A	0	06/27/2025		100% CD Set
T1.00B	BASEMENT FLOOR PLAN - AREA B	0	06/27/2025		100% CD Set
T1.01A	FIRST FLOOR PLAN - AREA A	0	06/27/2025		100% CD Set
T1.01B	FIRST FLOOR PLAN - AREA B	0	06/27/2025		100% CD Set
T1.01C	FIRST FLOOR PLAN - AREA C	0	06/27/2025		100% CD Set
T1.01D	FIRST FLOOR PLAN - AREA D	0	06/27/2025		100% CD Set
T1.01E	FIRST FLOOR PLAN - AREA E	0	06/27/2025		100% CD Set
T1.02A	SECOND FLOOR PLAN - AREA A	0	06/27/2025		100% CD Set
T1.02B	SECOND FLOOR PLAN - AREA B	0	06/27/2025		100% CD Set
T2.01	ENLARGED PLANS	0	06/27/2025		100% CD Set
T2.02	ENLARGED PLANS	0	06/27/2025		100% CD Set
T2.03	ENLARGED TOWER PLANS	0	06/27/2025		100% CD Set
T3.01	SCHEDULES	0	06/27/2025		100% CD Set
T4.01	ONELINE DIAGRAMS	0	06/27/2025		100% CD Set
T4.02	ONELINE DIAGRAMS	0	06/27/2025		100% CD Set
T4.03	ONELINE DIAGRAMS	0	06/27/2025		100% CD Set
T4.04	RACK ELEVATIONS	0	06/27/2025		100% CD Set
T5.01	DETAILS	0	06/27/2025		100% CD Set
T5.02	DETAILS	0	06/27/2025		100% CD Set
<b>FOOD SERVICE</b>					
FS0.00	FOODSERVICE KEY PLAN AND NOTES	0	06/27/2025		100% CD Set
FS1.00	FOODSERVICE EQUIPMENT PLANS	0	06/27/2025		100% CD Set
FS1.01	FOODSERVICE ELEVATIONS AND DETAILS	0	06/27/2025		100% CD Set
FS1.02	FOODSERVICE EQUIPMENT SCHEDULE AND DETAILS	0	06/27/2025		100% CD Set
FS1.03	MANUFACTURER DRAWINGS	0	06/27/2025		100% CD Set
<b>ATTRACTIONS - GROUP A</b>					
A100	GROUP A DRAWING LIST SHEET 1	0	06/27/2025		100% CD Set
130	GENERAL NOTES AND SPECIFICATIONS SHEET - 1	0	06/27/2025		100% CD Set
131	GENERAL NOTES AND SPECIFICATIONS SHEET - 2	0	06/27/2025		100% CD Set
A200	GROUP A SLIDEPATH LAYOUT	0	06/27/2025		100% CD Set
A210	GROUP A SLIDE AA COORDINATE TABLE	0	06/27/2025		100% CD Set



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Job #: ENT149 Bellevue Bay Water Park  
 Northwest Corner of US Route 34 and US Route 75  
 Bellevue, Nebraska 68005  
 331-251-2726

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
A211	GROUP A SLIDE AB COORDINATE TABLE	0	06/27/2025		100% CD Set
A212	GROUP A SLIDE AC COORDINATE TABLE	0	06/27/2025		100% CD Set
A213	GROUP A SLIDE AD COORDINATE TABLE	0	06/27/2025		100% CD Set
A214	GROUP A SLIDE AE COORDINATE TABLES	0	06/27/2025		100% CD Set
A215	GROUP A SLIDE AF, AF2 AND AF3.1 COORDINATE TABLES	0	06/27/2025		100% CD Set
A216	GROUP A SLIDE AG AND AG3.2 COORDINATE TABLES	0	06/27/2025		100% CD Set
A240	GROUP A WALL PENETRATIONS AND DETAIL	0	06/27/2025		100% CD Set
A300	GROUP A COLUMN LAYOUT	0	06/27/2025		100% CD Set
A301	GROUP A COLUMN TABLE AND SADDLE DETAIL	0	06/27/2025		100% CD Set
A310	GROUP A COLUMN LOAD TABLE SHEET 1	0	06/27/2025		100% CD Set
A311	GROUP A COLUMN LOAD TABLE SHEET 2	0	06/27/2025		100% CD Set
A340	GROUP A SHUTDOWN LANE AD, AE, AF & AG LAYOUT AND DETAILS	0	06/27/2025		100% CD Set
A341	GROUP A SHUTDOWN LANE AA AB, & AC LAYOUT AND DETAILS	0	06/27/2025		100% CD Set
A400	GROUP A SUPPORT LAYOUT	0	06/27/2025		100% CD Set
A401	GROUP A ARM AND YOKE TABLE SHEET 1	0	06/27/2025		100% CD Set
A402	GROUP A ARM AND YOKE TABLE SHEET 2	0	06/27/2025		100% CD Set
A403	GROUP A ARM AND YOKE TABLE SHEET 3	0	06/27/2025		100% CD Set
A410	GROUP A COLUMN TRUSS LAYOUT, ELEVATION AND DETAILS	0	06/27/2025		100% CD Set
A411	GROUP A OPEN FLUME 54-10 YOKE AND ASSEMBLY DETAILS	0	06/27/2025		100% CD Set
A500	GROUP A TOWER PLAN SHEET 1 OF 4	0	06/27/2025		100% CD Set
A501	GROUP A TOWER PLAN SHEET 2 OF 4	0	06/27/2025		100% CD Set
A502	GROUP A TOWER PLAN SHEET 3 OF 4	0	06/27/2025		100% CD Set
A503	GROUP A TOWER PLAN SHEET 4 OF 4	0	06/27/2025		100% CD Set
A504	GROUP A TOWER ELEVATION	0	06/27/2025		100% CD Set
A505	GROUP A TOWER FRAMING PLAN SHEET 1 OF 4	0	06/27/2025		100% CD Set
A506	GROUP A TOWER FRAMING PLAN SHEET 2 OF 4	0	06/27/2025		100% CD Set
A507	GROUP A TOWER FRAMING PLAN SHEET 3 OF 4	0	06/27/2025		100% CD Set
A508	GROUP A TOWER FRAMING PLAN SHEET 4 OF 4	0	06/27/2025		100% CD Set
A509	GROUP A TOWER FRAMING DETAILS	0	06/27/2025		100% CD Set
A510	GROUP A TOWER BRACING ELEVATIONS SHEET 1 OF 3	0	06/27/2025		100% CD Set
A511	GROUP A TOWER BRACING ELEVATIONS SHEET 2 OF 3	0	06/27/2025		100% CD Set
A512	GROUP A TOWER BRACING ELEVATIONS SHEET 3 OF 3	0	06/27/2025		100% CD Set
A513	GROUP A TOWER DECKING PLAN SHEET 1 OF 6	0	06/27/2025		100% CD Set
A514	GROUP A TOWER DECKING PLAN SHEET 2 OF 6	0	06/27/2025		100% CD Set
A515	GROUP A TOWER DECKING PLAN SHEET 3 OF 6	0	06/27/2025		100% CD Set
A516	GROUP A TOWER DECKING PLAN SHEET 4 OF 6	0	06/27/2025		100% CD Set
A517	GROUP A TOWER DECKING PLAN SHEET 5 OF 6	0	06/27/2025		100% CD Set
A518	GROUP A TOWER DECKING PLAN SHEET 6 OF 6	0	06/27/2025		100% CD Set



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 331-251-2726

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
A600	GROUP A SLIDES AA, AB & AC PUMPING FLOW DIAGRAM	0	06/27/2025		100% CD Set
A601	GROUP A SLIDES AD, AE, AF & AC PUMPING FLOW DIAGRAM	0	06/27/2025		100% CD Set
A602	GROUP A SLIDE AC NOZZLE & DRAIN SCHEMATIC LAYOUT	0	06/27/2025		100% CD Set
A700	GROUP A GENERAL ELECTRICAL NOTES	0	06/27/2025		100% CD Set
A730	GROUP A SLIDE AA DEVICE LAYOUT	0	06/27/2025		100% CD Set
A731	GROUP A SLIDE AB DEVICE LAYOUT	0	06/27/2025		100% CD Set
A732	GROUP A SLIDE AC DEVICE LAYOUT	0	06/27/2025		100% CD Set
A733	GROUP A SLIDE AD DEVICE LAYOUT	0	06/27/2025		100% CD Set
A734	GROUP A SLIDE AE DEVICE LAYOUT	0	06/27/2025		100% CD Set
A735	GROUP A SLIDE AF DEVICE LAYOUT	0	06/27/2025		100% CD Set
A736	GROUP A SLIDE AG DEVICE LAYOUT	0	06/27/2025		100% CD Set
A737	GROUP A	0	06/27/2025		100% CD Set
A738	GROUP A SLIDES AA, AB, & AC DISPATCH WIRING SYSTEM	0	06/27/2025		100% CD Set
A739	GROUP A SLIDE AD, AE, AF, & AG DISPATCH WIRING SYSTEM	0	06/27/2025		100% CD Set
A740	GROUP A SLIDE AA, AB, AC, AD, AE, AF, & AG TRAFFIC LIGHT LAYOUT	0	06/27/2025		100% CD Set
A741	GROUP A SLIDE AA, AB, AC, AD, AE, AF, & AG SENSOR INSTALLATION DETAILS	0	06/27/2025		100% CD Set
A742	GROUP A WEIGH SCALE DETAIL	0	06/27/2025		100% CD Set
S200	AQUATUBE 32 DIA WITH INJECTOR BOX ENTRY DETAILS	0	06/27/2025		100% CD Set
S209	GIANT AQUATUBE 54 INNERTUBE - SINGLE ENTRY ENTRY DETAILS	0	06/27/2025		100% CD Set
S240	WHIZZARD SLIDE ENTRY DETAILS	0	06/27/2025		100% CD Set
S290	SHUTDOWN LANE MARKING PROCEDURE	0	06/27/2025		100% CD Set
S510	STANDARD DETAILS STEEL GUARDRAIL DETAILS	0	06/27/2025		100% CD Set
S512	STANDARD DETAILS STEEL SINGLE & DOUBLE GATE	0	06/27/2025		100% CD Set
S578	STANDARD DETAILS 1 THK TREX SELECT DECKING SECTIONS & DETAILS	0	06/27/2025		100% CD Set
S990	ALL SLIDE FLUME TYPES CAULKING APPLICATION STANDARD	0	06/27/2025		100% CD Set
S992	STEEL IDENTIFICATION MARKS-1	0	06/27/2025		100% CD Set
S993	STEEL IDENTIFICATION MARKS-2	0	06/27/2025		100% CD Set
SF302	SPREAD FOOTING & PEDESTAL DETAILS	0	06/27/2025		100% CD Set
SF322	ANCHOR ROD DETAILS	0	06/27/2025		100% CD Set
SF311	CONCRETE COLUMN EMBEDDED PLATE DETAILS	0	06/27/2025		100% CD Set
SF341	COLUMN CAP PLATE / SPLICE PLATE DETAILS	0	06/27/2025		100% CD Set
SF342	COLUMN BASE PLATE DETAILS	0	06/27/2025		100% CD Set
SA400	ARM DETAILS	0	06/27/2025		100% CD Set
SA404	ARM DETAILS	0	06/27/2025		100% CD Set
SA406	ARM DETAILS	0	06/27/2025		100% CD Set
SA422	ARM DETAILS	0	06/27/2025		100% CD Set
SY411	32" AQUATUBE OR RS 32-1 YOKE AND ASSEMBLY DETAILS	0	06/27/2025		100% CD Set
SY412	32" AQUATUBE OR RS 32-2 YOKE AND ASSEMBLY DETAILS	0	06/27/2025		100% CD Set



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Job #: ENT149 Bellevue Bay Water Park  
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 331-251-2726

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
SY414	32" AQUATUBE 32-4 YOKE AND ASSEMBLY DETAILS	0	06/27/2025		100% CD Set
SY415	32" AQUATUBE 32-5 YOKE AND ASSEMBLY DETAILS	0	06/27/2025		100% CD Set
SY417	32" AQUATUBE OR RS 32-7 YOKE AND ASSEMBLY DETAILS	0	06/27/2025		100% CD Set
SY421	54" AQUATUBE OR OPEN FLUME 54-1 YOKE AND ASSEMBLY DETAILS	0	06/27/2025		100% CD Set
SY422	54" AQUATUBE OR OPEN FLUME 54-2 YOKE AND ASSEMBLY DETAILS	0	06/27/2025		100% CD Set
SY423	54" AQUATUBE 54-3 YOKE AND ASSEMBLY DETAILS	0	06/27/2025		100% CD Set
SY424	54" AQUATUBE 54-4 YOKE AND ASSEMBLY DETAILS	0	06/27/2025		100% CD Set
SY425	54" AQUATUBE 54-5 YOKE AND ASSEMBLY DETAILS	0	06/27/2025		100% CD Set
SY436	84" AQUATUBE 84-2 YOKE AND ASSEMBLY DETAILS	0	06/27/2025		100% CD Set
SY438	84" AQUATUBE 84-4 YOKE AND ASSEMBLY DETAILS	0	06/27/2025		100% CD Set
SY440	120" AQUATUBE 120-1 YOKE AND ASSEMBLY DETAILS	0	06/27/2025		100% CD Set
SY542	32PP 32PP-2 YOKE AND ASSEMBLY DETAILS	0	06/27/2025		100% CD Set
SY602	TOPSPIN 120TSPN-A12 YOKE AND ASSEMBLY DETAILS	0	06/27/2025		100% CD Set
RT411	RATTLER RT-11 YOKE AND ASSEMBLY DETAILS	0	06/27/2025		100% CD Set
RT421	RATTLER RT-21 YOKE AND ASSEMBLY DETAILS	0	06/27/2025		100% CD Set
RT435	RATTLER RT-35YOKE AND ASSEMBLY DETAILS	0	06/27/2025		100% CD Set
<b>FLOWRIDER DOUBLE CIVIL DRAWINGS</b>					
FRDC-1	GROUP FR DRAWING LIST	0	06/27/2025		100% CD Set
FRDC-2	GROUP FR DRAWING LIST	0	06/27/2025		100% CD Set
FRDC-3	GROUP FR DRAWING LIST	0	06/27/2025		100% CD Set
FRDC-4	GROUP FR DRAWING LIST	0	06/27/2025		100% CD Set
FRDC-5	GROUP FR DRAWING LIST	0	06/27/2025		100% CD Set
FRDC-6	GROUP FR DRAWING LIST	0	06/27/2025		100% CD Set
FRDC-7	GROUP FR DRAWING LIST	0	06/27/2025		100% CD Set
FRDC-8	GROUP FR DRAWING LIST	0	06/27/2025		100% CD Set
FRDC-9	GROUP FR DRAWING LIST	0	06/27/2025		100% CD Set
FRDC-10	GROUP FR DRAWING LIST	0	06/27/2025		100% CD Set
<b>INSTALLATION</b>					
534032-IDL	GROUP R INSTALLATION SET DRAWING INDEX LIST	0	06/27/2025		100% CD Set
533516-SPN	GROUP R AS LAYOUT AND COORDINATE TABLE	0	06/27/2025		100% CD Set
480161-PRD	GS STRAIGHT UP	0	06/27/2025		100% CD Set
480161-INS SHEET 1 OF 3	GS STRAIGHT UP - GROUND SPRAYS	0	06/27/2025		100% CD Set
480161-INS SHEET 2 OF 3	GS STRAIGHT UP - GROUND SPRAYS	0	06/27/2025		100% CD Set
480161-INS SHEET 3 OF 3	GS STRAIGHT UP - GROUND SPRAYS	0	06/27/2025		100% CD Set
479222-PRD	GS GROUP VOLCANO	0	06/27/2025		100% CD Set
479222-INS SHEET 1 OF 3	GS GROUP VOLCANO INSTALL - GROUND SPRAYS	0	06/27/2025		100% CD Set



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Job #: ENT149 Bellevue Bay Water Park  
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 331-251-2726

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
3					
479222-INS SHEET 2 OF 3	GS GROUP VOLCANO INSTALL - GROUND SPRAYS	0	06/27/2025		100% CD Set
479222-INS SHEET 3 OF 3	GS GROUP VOLCANO INSTALL - GROUND SPRAYS	0	06/27/2025		100% CD Set
479101-PRD	FS POLY PALM WINDY	0	06/27/2025		100% CD Set
479101-INS	POLY PALM WINDY INSTALL	0	06/27/2025		100% CD Set
479401-PRD	FS WATERFALL 3	0	06/27/2025		100% CD Set
479401-INS	WATERFALL 3 INSTALL - WATERWAYS	0	06/27/2025		100% CD Set
533183-PRD	FS CRABBIE 1	0	06/27/2025		100% CD Set
533183-INS	CRABBIE 1 INSTALL - TODDLER	0	06/27/2025		100% CD Set
533186-PRD	FS SEASTAR	0	06/27/2025		100% CD Set
533186-INS	SEASTAR INSTALL - TODDLER	0	06/27/2025		100% CD Set
477465-PRD	FS SPIRAL TUNNEL	0	06/27/2025		100% CD Set
477465-INS	SPIRAL TUNNEL INSTALL - SPIRAL TUNNEL	0	06/27/2025		100% CD Set
529256-PRD	PLAYPHASE BASE SMALL	0	06/27/2025		100% CD Set
529256-INS SHEET 1 OF 5	PLAYPHASE BASE SMALL INSTALL - PLAYPHASE SMALL	0	06/27/2025		100% CD Set
529256-INS SHEET 2 OF 5	PLAYPHASE BASE SMALL INSTALL - PLAYPHASE SMALL	0	06/27/2025		100% CD Set
529256-INS SHEET 3 OF 5	PLAYPHASE BASE SMALL INSTALL - PLAYPHASE SMALL	0	06/27/2025		100% CD Set
529256-INS SHEET 4 OF 5	PLAYPHASE BASE SMALL INSTALL - PLAYPHASE SMALL	0	06/27/2025		100% CD Set
529256-INS SHEET 5 OF 5	PLAYPHASE BASE SMALL INSTALL - PLAYPHASE SMALL	0	06/27/2025		100% CD Set
529255-PRD	PLAYPHASE BASE MEDIUM	0	06/27/2025		100% CD Set
529255-INS SHEET 1 OF 5	PLAYPHASE BASE MEDIUM INSTALL - PLAYPHASE MEDIUM	0	06/27/2025		100% CD Set
529255-INS SHEET 2 OF 5	PLAYPHASE BASE MEDIUM INSTALL - PLAYPHASE MEDIUM	0	06/27/2025		100% CD Set
529255-INS SHEET 3 OF 5	PLAYPHASE BASE MEDIUM INSTALL - PLAYPHASE MEDIUM	0	06/27/2025		100% CD Set
529255-INS SHEET 4 OF 5	PLAYPHASE BASE MEDIUM INSTALL - PLAYPHASE MEDIUM	0	06/27/2025		100% CD Set
529255-INS SHEET 5 OF 5	PLAYPHASE BASE MEDIUM INSTALL - PLAYPHASE MEDIUM	0	06/27/2025		100% CD Set
491685-INS SHEET 1 OF 3	2.5IN GROUND SPRAY CANISTER KIT - GROUND SPRAYS	0	06/27/2025		100% CD Set
491685-INS SHEET 2 OF 3	2.5IN GROUND SPRAY CANISTER KIT - GROUND SPRAYS	0	06/27/2025		100% CD Set
491685-INS SHEET 3 OF 3	2.5IN GROUND SPRAY CANISTER KIT - GROUND SPRAYS	0	06/27/2025		100% CD Set



DESIGN GROUP

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Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
3					
492910-ISTD	FOOTING F				
421031	API/AS PRODUCT GENERAL NOTES	0	06/27/2025		100% CD Set
		0	06/27/2025		100% CD Set
<b>ATTRACTIONS - GROUP R</b>					
R100	GROUP R DRAWING LIST	0	06/27/2025		100% CD Set
R130	GENERAL NOTES AND SPECIFICATIONS SHEET-1	0	06/27/2025		100% CD Set
R131	GENERAL NOTES AND SPECIFICATIONS SHEET-2	0	06/27/2025		100% CD Set
R150	GROUP R SITE LAYOUT & ARRANGEMENTS	0	06/27/2025		100% CD Set
R160	GROUP R PLAN VIEW	0	06/27/2025		100% CD Set
R161	GROUP R ELEVATION FRONT VIEW	0	06/27/2025		100% CD Set
R162	GROUP R ELEVATION RIGHT VIEW	0	06/27/2025		100% CD Set
R163	GROUP R ELEVATION REAR VIEW	0	06/27/2025		100% CD Set
R164	GROUP R ELEVATION LEFT VIEW	0	06/27/2025		100% CD Set
R165	GROUP R ISOMETRIC FRONT RIGHT VIEW	0	06/27/2025		100% CD Set
R166	GROUP R ISOMETRIC REAR LEFT VIEW	0	06/27/2025		100% CD Set
R167	GROUP R EXCLUDED PLAY AREA	0	06/27/2025		100% CD Set
R200	GROUP R SLIDEPATH LAYOUT	0	06/27/2025		100% CD Set
R210	GROUP R SLIDE RA1 AND SLIDE RA2.1 COORDINATE TABLES	0	06/27/2025		100% CD Set
R211	GROUP R SLIDE RA3 AND SLIDE RA4.1 COORDINATE TABLES	0	06/27/2025		100% CD Set
R212	GROUP R SLIDE RB2.2 AND SLIDE RB4.2 COORDINATE TABLES	0	06/27/2025		100% CD Set
R213	GROUP R SLIDE RC COORDINATE TABLE	0	06/27/2025		100% CD Set
R214	GROUP R SLIDE RD AND SLIDE RE COORDINATE TABLES R214	0	06/27/2025		100% CD Set
R215	GROUP R SLIDE RF, SLIDE RG AND SLIDE RH COORDINATE TABLES	0	06/27/2025		100% CD Set
R240	AQUAPLAY BIG COUNTRY RAMP SLIDE ENTRY AND EXIT DETAILS	0	06/27/2025		100% CD Set
R300	GROUP R FOUNDATION AND COLUMN LAYOUT	0	06/27/2025		100% CD Set
R301	GROUP R COLUMN TABLE	0	06/27/2025		100% CD Set
R302	GROUP R PRODUCT, AQUAPLAY, APC RFCS STANDPIPE / COLUMN LOCATIONS	0	06/27/2025		100% CD Set
R303	GROUP R PRODUCT, AQUAPLAY, APC RFCS STANDPIPE / COLUMN LOCATIONS	0	06/27/2025		100% CD Set
R304	GROUP R LIFE FLOOR PLAN	0	06/27/2025		100% CD Set
R330	GROUP R COMBINED FOOTING DETAILS	0	06/27/2025		100% CD Set
R340	SHUTDOWN LANE SD32PP LAYOUT AND DETAILS	0	06/27/2025		100% CD Set
R400	GROUP R SUPPORT LAYOUT	0	06/27/2025		100% CD Set
R401	GROUP R ARM AND YOKE TABLE	0	06/27/2025		100% CD Set
R420	MULTILANE 2 LANES ML2-10 YOKE AND ASSEMBLY DETAILS	0	06/27/2025		100% CD Set
R421	32PP 32PP-10 YOKE AND ASSEMBLY DETAILS	0	06/27/2025		100% CD Set
R422	32PP 32PP-11 YOKE AND ASSEMBLY DETAILS	0	06/27/2025		100% CD Set
R500	GROUP R PRODUCT, AQUAPLAY, APC RF5C PLAN AND ISOMETRIC VIEW	0	06/27/2025		100% CD Set
R501	GROUP R PRODUCT, AQUAPLAY, APC RF5C STEEL STRUCTURE ISOMETRIC VIEW - SHEET 1	0	06/27/2025		100% CD Set



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Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
R502	GROUP R PRODUCT, AQUAPLAY, APC RF5C STEEL STRUCTURE ISOMETRIC VIEW - SHEET 2	0	06/27/2025		100% CD Set
R503	GROUP R PRODUCT, AQUAPLAY, APC RF5C STEEL STRUCTURE ISOMETRIC VIEW - SHEET 3	0	06/27/2025		100% CD Set
R505	GROUP R PRODUCT, AQUAPLAY, APC RF5C CONNECTION DETAILS SHEET 1	0	06/27/2025		100% CD Set
R506	GROUP R PRODUCT, AQUAPLAY, APC RF5C CONNECTION DETAILS SHEET 2	0	06/27/2025		100% CD Set
R550	GROUP R PRODUCT, AQUAPLAY, APC RF5C TYPICAL STAIR DETAIL	0	06/27/2025		100% CD Set
R551	GROUP R PRODUCT, AQUAPLAY, APC RF5C TYPICAL ADA STAIR DETAIL	0	06/27/2025		100% CD Set
R553	GROUP R PRODUCT, AQUAPLAY, APC RF5C TYPICAL COMPOSITE STAIR DETAIL	0	06/27/2025		100% CD Set
R600	GROUP R APC RF 5C PUMPING FLOW DIAGRAM	0	06/27/2025		100% CD Set
R601	GROUP R AS TOYS PUMPING FLOW DIAGRAM	0	06/27/2025		100% CD Set
R610	GROUP R PRODUCT, AQUAPLAY, APC RF 5C TIE-POINT LOCATIONS	0	06/27/2025		100% CD Set
R700	GROUP R GENERAL ELECTRICAL NOTES	0	06/27/2025		100% CD Set
R701	GROUP R TYPICAL AQUATIC PLAY STRUCTURE BONDING LAYOUT	0	06/27/2025		100% CD Set
R702	GROUP R TYPICAL AQUATIC PLAY STRUCTURE PUMP MOTOR BONDING LAYOUT	0	06/27/2025		100% CD Set
R703	GROUP R TYPICAL AQUATIC PLAY STRUCTURE JOINTS BONDING LAYOUT	0	06/27/2025		100% CD Set
R706	GROUP R TYPICAL AQUASPLASH TOYS/FEATURES BONDING LAYOUT	0	06/27/2025		100% CD Set
R707	GROUP R TYPICAL AQUASPLASH TOYS/FEATURES BONDING DETAILS	0	06/27/2025		100% CD Set
R710	GROUP R EQUIPOTENTIAL BONDING LAYOUT	0	06/27/2025		100% CD Set
S220	AQUAPLAY MINI MULTILANE ENTRY AND EXIT DETAILS	0	06/27/2025		100% CD Set
S243	AQUAPLAY SLIDE ENTRY DETAILS	0	06/27/2025		100% CD Set
S290R	SHUTDOWN LANE MARKING PROCEDURE	0	06/27/2025		100% CD Set
S992R	STEEL IDENTIFICATION MARKS-1	0	06/27/2025		100% CD Set
S993R	STEEL IDENTIFICATION MARKS-2	0	06/27/2025		100% CD Set
S305	SHUTDOWN LANE LAYOUT AND DETAILS	0	06/27/2025		100% CD Set
SF302R	SPREAD FOOTING & PEDESTAL / COLUMN DETAILS	0	06/27/2025		100% CD Set
SF322R	ANCHOR ROD DETAILS	0	06/27/2025		100% CD Set
SF342R	COLUMN BASE PLATE DETAILS	0	06/27/2025		100% CD Set
SF345	AQUAPLAY SLIDE SUPPORT DETAILS	0	06/27/2025		100% CD Set
SA400R	ARM DETAILS	0	06/27/2025		100% CD Set
SA402	ARM DETAILS	0	06/27/2025		100% CD Set
SA404R	ARM DETAILS	0	06/27/2025		100% CD Set
SY412R	32" AQUATUBE OR RS 32-2 YOKE AND ASSEMBLY DETAILS	0	06/27/2025		100% CD Set
SY414R	32" AQUATUBE 32-4 YOKE AND ASSEMBLY DETAILS	0	06/27/2025		100% CD Set
SY415R	32" AQUATUBE 32-5 YOKE AND ASSEMBLY DETAILS	0	06/27/2025		100% CD Set
SY445	BIG COUNTRY RAMP SLIDE BC-1 YOKE AND ASSEMBLY DETAILS	0	06/27/2025		100% CD Set
SY485	SILKTEK POOLSIDER SM-2 YOKE AND ASSEMBLY DETAILS	0	06/27/2025		100% CD Set
SY544	32PP 32PP-32 YOKE AND ASSEMBLY DETAILS	0	06/27/2025		100% CD Set
<b>ATTRACTIONS - GROUP W</b>					
W-01	GROUP W GENERAL LAYOUT OF 82' WIDE BREAKER WAVE POOL	0	06/27/2025		100% CD Set



ARCO/Murray National Holdings, Inc.

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Job #: ENT149 Bellevue Bay Water Park  
Northwest Corner of US Route 34 and US Route 75  
Bellevue, Nebraska 68005  
331-251-2726

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
W-02	GROUP W STRUCTURAL LAYOUT OF 82' WIDE "BREAKER" WAVE POOL	0	06/27/2025		100% CD Set
W-03	GROUP W EQUIPMENT LAYOUT OF 82' "BREAKER" WAVE POOL	0	06/27/2025		100% CD Set

Date	Item #	Description	Low Range	High Range	Final Cost	Status/Allocation	Decision Date	Comments
10/15/25	1	Remove concrete coating from patron area at indoor water park (replace with broomed concrete)			\$ (536,750)	Declined	10/17/2025	10/17 - bit of a non-starter. Look at options as well for using a single SUNDEK finish ilo multiple & also some localized areas only (such at base of slide tower walk up)
11/24/25	2	Wave tower floor - provide CS-1 ilo CC-1			\$ (9,605)	Pending		Mostly covered by slide tower stairs
11/24/25	3	Replace under flow rider stage flooring with CS-1 ilo CC-1			\$ (9,040)	Pending		Will be covered by stage
10/15/25	4	Remove diesel generator from design - include a dedicated feeder from electric utility to fire pump (cannot be combined with any other generator items)			\$ (452,000)	Pending		10/17 - RFI to be sent over to EXP - this item includes a dedicated electric feeder from electric utility to the fire pump
10/15/25	5	Remove SUNDEK from main building locker room and replace with sealed concrete			\$ (45,200)	Pending		10/17 - no for now - present at GMP
10/15/25	6	Remove performance bond for pool subcontractor	\$ (146,300)	\$ (188,100)	\$ -	Included in GMP	10/17/2025	10/17 - no issue with removing this or not needing it
10/15/25	7	Replace indoor main building SUNDEK concrete coating with sealed concrete			\$ (9,769)	Pending		10/17 - Appetite for this one - stair would likely leave as exposed concrete and interior walkway would be carpet or vinyl tile
10/15/25	8	Remove formliner from precast tilt panels			\$ (45,200)	Pending		10/17 - to discuss with precasters other ways to achieve aesthetic ilo formliner
10/15/25	9	Remove single elevator (code and operations dependent)			\$ (135,600)	Pending		10/17 - included in design due to people potentially entering via skywalk - look at breaking out this price and just building elevator shaft/shell - for future elevator if/when skywalk is constructed
10/15/25	10	Remove large footings/foundations from perimeter outdoor pool - applies to (22) spread footings + strip + knee wall + pilasters - only along the plan N and S walls - not along the plan W wall that makes up the back of the wave generation building	\$ (59,300)	\$ (76,300)	\$ -	Pending		10/17 - to be reviewed/discussed with ARM and Bellevue on savings now vs. cost later if/when covered expansion moves forward
10/15/25	11	Remove ACT from L2 corridor BOH space - leave open/exposed and paint			\$ (9,605)	Pending		10/17 - ARM good with this
10/15/25	12	Remove standing seam metal roof from non-visible portion of roof and also metal wall panels on non-visible portion of roof. To be replaced with EPDM and EIFS			\$ (27,120)	Pending		10/17 - Should be no issue with removing the metal panel wall and replacing - barrel roof likely ok too - but need to discuss further
10/15/25	13	Interior CFMF walls ILO CMU in/around kitchen and locker rooms on L1 of main building - updated to only include allowable walls per RFI #9 response.			\$ (12,927)	Pending		10/17 - ARCO to send RFI to see if needed from a structural perspective - will highlight walls in reference
10/15/25	14	WWF reinforced slab ILO structural slab under wet play structure	\$ -	\$ -	\$ -	Declined	11/24/2025	10/17 - ARCO to send RFI to Martin Aquatic on this. 11/24 - not a cost saving option - Declined
10/15/25	15	Remove hoistway - pending code and operations	\$ (11,900)	\$ (15,300)	\$ -	Declined	10/17/2025	10/17 - need to keep - DECLINED
10/15/25	16	Removal of diesel generator and add of 1,500 GAL diesel fire pump - cannot be combined with any other generator items	\$ (454,800)	\$ (584,800)	\$ -	Pending		10/17 - RFI to be sent over to EXP - this item includes a diesel fire pump
10/15/25	17	Redesign of perimeter open aire strip footings to bearing precast panels	\$ -	\$ -	\$ -	Declined	11/24/2025	10/17 - should not be an issue - ARCO to work on this and present - might need to do CIP for swim up bar area. 11/24 - not a schedule or cost saving impact.
10/15/25	18	Steel ILO aluminum enclosure for diesel generator			\$ (5,650)	Pending		10/17 - should not be an issue due to generator being outside - if generator remains
10/15/25	19	Remove framed walls in front of cooler/freezers doors			\$ (4,520)	Pending		10/17 - HBA on board, pending approval
10/15/25	20	Change doors 135 & 138 to HM ilo storefront			\$ (6,215)	Pending		10/17 - likely ok with this - was for future if becomes covered
10/15/25	21	Remove heat trace system on grease waste and move outdoor bars off the GW system - relocate GI to W of main support building			\$ (67,800)	Pending		10/17 - ARCO to send RFI and work on this - depends on bars being able to go to sanitary. 11/24 - Updated price reflects removal of heat trace per RFI #11 response.
10/15/25	22	Remove wall tile and CC-3 from wave pool restrooms - replace with sealed concrete and paint			\$ (15,354)	Pending		10/17 - likely ok with this - was for future if becomes covered
11/26/25	23	SCH40 ILO SCH80 piping for underground aquatic piping in the indoor and outdoor water park	\$ -	\$ -	\$ -	Pending		ARCO to provide pricing for ARM/HBA Review
11/26/25	24	Utilize same spec for outdoor water park trench drains as indoor water park (Daldorado inside vs. Zurn outside)			\$ (114,255)	Pending		ARM/HBA to advise
11/26/25	25	Utilize 3-form spec linear wall/ceiling panels ilo of an acrylic/illuminated linear panel			\$ 339,000	Pending		ARM/HBA to advise
11/26/25	26	Utilize Australian made metal panel spec ilo standard USA spec			\$ 344,650	Pending		ARM/HBA to advise

11/26/25	27	Remove underground blue-duct from outdoor water park			\$	(176,301)		Pending	ARCO to provide pricing for ARM/HBA Review	
11/26/25	28	Provide and install a non-code compliant lightning protection system that cannot be stamped/verified due to open aire operable roof			\$	164,131		Pending	Was previously excluded due to design constrains and inability to stamp/certify system	
11/26/25	29	PINK Excavating CO - site grades & SWPPP updates			\$	40,500		Pending	City of Bellevue / ARM to advise - part of master development cost	
11/26/25	30	White Water - increase in wave pool size	\$	-	\$	-		Included in GMP	11/24/2025	Included in base pricing
11/26/25	31	Open Aire - additional baseplates for outdoor water park pilasters			\$	44,889		Pending	ARM to advise	
11/26/25	32	Builders Risk insurance	\$	300,000	\$	400,000		Pending	ARCO to provide pricing for ARM/HBA Review	
11/26/25	33	Temporary fencing around construction site - around main water park only	\$	52,000	\$	68,700		Pending	City of Bellevue / ARM to advise	
11/26/25	34	RFI #6 - added site lighting to remote parking lot - (52) added light poles	\$	295,300	\$	390,500		Pending	RFI received 11/24 - need to confirm	
11/26/25	35	Samsung split system spec ilo Mitsubishi			\$	(50,850)		Pending	Similar spec - will be submitted for review	
11/26/25	36	60 mil TPO ilo EPDM roofing membrane			\$	(67,800)		Pending	Will be submitted for review	
11/26/25	37	Provide RCA-3 over the wave generating room ilo RCA-4			\$	(33,900)		Pending	Does wave generation building require tapered insulation?	
11/26/25	38	RFI #5 - Update to 440KW diesel generator ilo 1000KW & downstream equipment updates	\$	(238,700)	\$	(306,900)		Pending	Awaiting addendum #2 drawings or final decision on generator based on watermain GPM and pressure and code interpretation	
11/30/25	39	Fiberglass strainers ilo stainless steel strainers from Blue Mar			\$	(121,858)		Pending	ARM to advise	
11/30/25	40	White lights ilo color-programmable lights from Blue Mar			\$	(35,030)		Pending	ARM to advise	
12/01/25	41	Wave generation building to have electric water heater ilo gas	\$	-	\$	-		Pending	Save on impact fee/gas line extension?	
			\$	-	\$	-				
			\$	-	\$	-				

# Bellevue Bay Water Park Exhibit F - Schedule of Values

ENT149 - Bellevue Bay Indoor Water Park - Schedule of Values			
Description of Work	Responsibility Matrix 2025.12.01	Actual Schedule Value 2025.12.01 (100% CD's)	Comments
<b>Contractor Construction Costs</b>			
<b>General Conditions and General Requirements</b>			
General Conditions and General Requirements	Contractor	\$ 3,897,341	
<b>Allowances</b>			
Winter Conditions & Unforeseen/Soil Conditions	Contractor	\$ 750,000	
Visual Display Boards/Video Screens/TV Brackets	Contractor	\$ 22,500	<i>Added to ARCO Section since last budget</i>
Exterior Signage & Custom Canopy/Signage	Contractor	\$ 110,000	<i>Added to ARCO Section since last budget</i>
<b>Site</b>			
<b>Earthwork</b>			
Landscaping & Irrigation	Contractor	\$ 461,041	
Site Utilities	Contractor	\$ 858,096	
Concrete Paving	Contractor	\$ 2,410,806	
Fencing	Contractor	\$ 162,675	
Site Electrical	Contractor	\$ 1,212,904	
Striping & Signage	Contractor	\$ 47,871	
Retaining Wall	Contractor	\$ 233,282	
<b>Waterpark</b>			
<b>Concrete</b>			
Tilt Concrete	Contractor	\$ 1,641,050	<i>Drawings to convert precast to tilt construction</i>
Masonry/CMU	Contractor	\$ 369,850	
Structural Steel	Contractor	\$ 1,508,920	
Framing	Contractor	\$ 1,145,130	
Exterior Finishes	Contractor	\$ 697,447	
Interior Finishes	Contractor	\$ 356,197	
Roofing	Contractor	\$ 687,893	
Glazing & OH Doors	Contractor	\$ 782,137	
Doors, Frames, Hardware	Contractor	\$ 160,978	
Countertops, Millwork	Contractor	\$ 810,259	
Flooring	Contractor	\$ 1,192,997	
Painting & Wallcovering	Contractor	\$ 113,589	
Misc. Specialties	Contractor	\$ 104,703	
Operable Partitions	Contractor	\$ 87,209	
Cabanas	Owner	-	<i>Included in FFE</i>
Elevators	Contractor	\$ 523,977	
Fire Protection	Contractor	\$ 830,582	
Mechanical & Plumbing	Contractor	\$ 12,885,850	
Electrical	Contractor	\$ 7,850,384	
Aquatics	Contractor	\$ 12,746,439	
Decorative Rock	Contractor	\$ 1,223,790	
Open Aire Structure	Contractor	\$ 11,346,639	<i>Excludes pre-payment (in Owner budget)</i>
AV/Security/Access Controls/Structured Cabling	Contractor	\$ 1,086,974	<i>Added to ARCO Section since last budget</i>
Construction Contingency	Contractor	\$ 500,000	<i>Added to ARCO Section since last budget</i>
<b>Insurance (1%)</b>			
Insurance (1%)	Contractor	\$ 693,565	
<b>Fee (7%)</b>			
Fee (7%)	Contractor	\$ 4,854,953	
<b>Contractor GMP Value</b>		<b>\$ 79,977,029</b>	



DESIGN BUILD

ARCO/Murray National Holdings, Inc.

Bellevue Bay Water Park  
Exhibit D - Drawing Log

Printed on Wed Nov 19, 2025 at 10:14 am CST

Job #: ENT149 Bellevue Bay Water Park  
Northwest Corner of US Route 34 and US Route 75  
Bellevue, Nebraska 68005  
331-251-2726

Current Drawings

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
<b>Reports</b>					
Geotech	Geotechnical Exploration Report	0	09/24/2024		Reports
Geotech Addendum	Addendum Letter to Geotechnical Report	0	02/14/2025		Reports
Geotech Letter	Surcharge Release Letter	0	11/07/2025		Reports
Phase I ESA	Phase I Environmental Site Assessment	0	11/12/2025		Reports
<b>GENERAL</b>					
G1.00	COVER PAGE	0	06/27/2025		100% CD Set
G1.01	SHEET INDEX, SYMBOLS & ABBREVIATIONS	0	06/27/2025		100% CD Set
G1.02	SLIDE SHEET INDEX	0	06/27/2025		100% CD Set
<b>CIVIL</b>					
C1.01	LEGEND SHEET	0	06/27/2025		100% CD Set
C1.02	ZONING COMPLIANCE PLAN	0	06/27/2025		100% CD Set
C1.03	GRADING PLAN	0	06/27/2025		100% CD Set
C1.04	SPOT ELEVATION PLAN - NORTHWEST	0	06/27/2025		100% CD Set
C1.05	SPOT ELEVATION PLAN - NORTHEAST	0	06/27/2025		100% CD Set
C1.06	SPOT ELEVATION PLAN - SOUTHWEST	0	06/27/2025		100% CD Set
C1.07	SPOT ELEVATION PLAN - SOUTHEAST	0	06/27/2025		100% CD Set
C1.08	UTILITY VICINITY MAP	0	06/27/2025		100% CD Set
C1.09	SANITARY SEWER PROFILES	0	06/27/2025		100% CD Set
C1.10	STORM SEWER PROFILES	0	06/27/2025		100% CD Set
C1.11	STORM SEWER PROFILES	0	06/27/2025		100% CD Set
C1.12	STORM SEWER PROFILES	0	06/27/2025		100% CD Set
C1.13	STORM SEWER PROFILES	0	06/27/2025		100% CD Set
C1.14	STORM SEWER PROFILES	0	06/27/2025		100% CD Set
C1.15	STORM SEWER PROFILES	0	06/27/2025		100% CD Set
C1.16	PAVING PLAN	0	06/27/2025		100% CD Set
C1.17	DETAILS	0	06/27/2025		100% CD Set
L1.01	LANDSCAPE ZONING COMPLIANCE PLAN	0	06/27/2025		100% CD Set
L1.02	LANDSCAPE VICINITY MAP & TREE PLANTING PLAN	0	06/27/2025		100% CD Set
L1.03	LANDSCAPE PLAN - NORTHWEST	0	06/27/2025		100% CD Set
L1.04	LANDSCAPE PLAN - NORTHEAST	0	06/27/2025		100% CD Set
L1.05	LANDSCAPE PLAN - SOUTHWEST	0	06/27/2025		100% CD Set
L1.06	LANDSCAPE PLAN - SOUTHEAST	0	06/27/2025		100% CD Set
L1.07	LANDSCAPE NOTES & DETAILS AND IRRIGATION MAP & NOTES	0	06/27/2025		100% CD Set



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Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
AQ.01	POOL DECK C.J. & DECK DRAIN PLAN: INTERIOR DECK	0	06/27/2025		100% CD Set
AQ.02	POOL DECK C.J. & DECK DRAIN PLAN: EXTERIOR DECK	0	06/27/2025		100% CD Set
AQ.03	POOL DECK BARRIERS	0	06/27/2025		100% CD Set
AQ.04	POOL DECK DETAILS	0	06/27/2025		100% CD Set
<b>ARCHITECTURAL</b>					
A0.01	ORIENTATION PLAN	0	06/27/2025		100% CD Set
A0.10	BUILDING CODE SUMMARY	0	06/27/2025		100% CD Set
A0.11	BUILDING CODE REVIEW - LEVEL 1	0	06/27/2025		100% CD Set
A0.12	BUILDING CODE REVIEW - LEVEL B1 & LEVEL 2	0	06/27/2025		100% CD Set
A0.19	PLUMBING FIXTURE CALCULATIONS & PLANS	0	06/27/2025		100% CD Set
A0.49	CODE DETAILS - ACCESSIBILITY	0	06/27/2025		100% CD Set
A1.00	OVERALL FLOOR PLAN - LEVEL B1	0	06/27/2025		100% CD Set
A1.00A	LEVEL B1 FLOOR PLAN - PART A	0	06/27/2025		100% CD Set
A1.00B	LEVEL B1 FLOOR PLAN - PART B	0	06/27/2025		100% CD Set
A1.01	OVERALL FLOOR PLAN - LEVEL 1	0	06/27/2025		100% CD Set
A1.01A	LEVEL 1 FLOOR PLAN - PART A	0	06/27/2025		100% CD Set
A1.01B	LEVEL 1 FLOOR PLAN - PART B	0	06/27/2025		100% CD Set
A1.01C	LEVEL 1 FLOOR PLAN - PART C	0	06/27/2025		100% CD Set
A1.01D	LEVEL 1 FLOOR PLAN - PART D	0	06/27/2025		100% CD Set
A1.01E	LEVEL 1 FLOOR PLAN - PART E	0	06/27/2025		100% CD Set
A1.02	OVERALL FLOOR PLAN - LEVEL 2	0	06/27/2025		100% CD Set
A1.02A	LEVEL 2 FLOOR PLAN - PART A	0	06/27/2025		100% CD Set
A1.02B	LEVEL 2 FLOOR PLAN - PART B	0	06/27/2025		100% CD Set
A1.11	OVERALL ROOF PLAN	0	06/27/2025		100% CD Set
A1.11A	ROOF PLAN - PART A	0	06/27/2025		100% CD Set
A1.11B	ROOF PLAN - PART B	0	06/27/2025		100% CD Set
A1.11E	ROOF PLAN - PART E	0	06/27/2025		100% CD Set
A1.20A	LEVEL B1 RCP - PART A	0	06/27/2025		100% CD Set
A1.20B	LEVEL B1 RCP - PART B	0	06/27/2025		100% CD Set
A1.21A	LEVEL 1 RCP - PART A	0	06/27/2025		100% CD Set
A1.21B	LEVEL 1 RCP - PART B	0	06/27/2025		100% CD Set
A1.21E	LEVEL 1 RCP - PART E	0	06/27/2025		100% CD Set
A1.22A	LEVEL 2 RCP - PART A	0	06/27/2025		100% CD Set
A1.22B	LEVEL 2 RCP - PART B	0	06/27/2025		100% CD Set
A1.30A	LEVEL B1 FINISH PLAN - PART A	0	06/27/2025		100% CD Set
A1.30B	LEVEL B1 FINISH PLAN - PART B	0	06/27/2025		100% CD Set
A1.31A	LEVEL 1 FINISH PLAN - PART A	0	06/27/2025		100% CD Set
A1.31B	LEVEL 1 FINISH PLAN - PART B	0	06/27/2025		100% CD Set



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Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
A1.31C	LEVEL 1 FINISH PLAN - PART C	0	06/27/2025		100% CD Set
A1.31D	LEVEL 1 FINISH PLAN - PART D	0	06/27/2025		100% CD Set
A1.31E	LEVEL 1 FINISH PLAN - PART E	0	06/27/2025		100% CD Set
A1.32A	LEVEL 2 FINISH PLAN - PART A	0	06/27/2025		100% CD Set
A1.32B	LEVEL 2 FINISH PLAN - PART B	0	06/27/2025		100% CD Set
A2.01	WALL, FLOOR & ROOF ASSEMBLIES	0	06/27/2025		100% CD Set
A2.11	DOOR & FRAME TYPES & SCHEDULE	0	06/27/2025		100% CD Set
A2.12	CURTAIN WALL FRAME TYPES	0	06/27/2025		100% CD Set
A2.13	STOREFRONT TYPES	0	06/27/2025		100% CD Set
A2.31	COLOR SCHEDULE & ROOM FINISH SCHEDULE	0	06/27/2025		100% CD Set
A3.01	BUILDING AXONOMETRICS	0	06/27/2025		100% CD Set
A3.02	BUILDING PERSPECTIVES	0	06/27/2025		100% CD Set
A3.10	BUILDING ELEVATIONS - OVERALL	0	06/27/2025		100% CD Set
A3.11	SUPPORT BUILDING WEST ELEVATIONS	0	06/27/2025		100% CD Set
A3.12	SUPPORT BUILDING NORTH & SOUTH ELEVATIONS	0	06/27/2025		100% CD Set
A3.13	SUPPORT BUILDING EAST ELEVATIONS	0	06/27/2025		100% CD Set
A3.14	ENLARGED SUPPORT BUILDING ELEVATIONS	0	06/27/2025		100% CD Set
A3.15	WAVE GENERATION BUILDING ELEVATIONS	0	06/27/2025		100% CD Set
A3.31	SUPPORT BUILDING SECTIONS	0	06/27/2025		100% CD Set
A3.32	SUPPORT BUILDING SECTIONS	0	06/27/2025		100% CD Set
A4.01	SUPPORT BUILDING WALL SECTIONS - NORTH	0	06/27/2025		100% CD Set
A4.02	SUPPORT BUILDING WALL SECTIONS - NORTH	0	06/27/2025		100% CD Set
A4.03	SUPPORT BUILDING WALL SECTIONS - WEST	0	06/27/2025		100% CD Set
A4.04	SUPPORT BUILDING WALL SECTIONS - WEST	0	06/27/2025		100% CD Set
A4.05	SUPPORT BUILDING WALL SECTIONS - WEST & SOUTH	0	06/27/2025		100% CD Set
A4.06	SUPPORT BUILDING WALL SECTIONS - EAST	0	06/27/2025		100% CD Set
A4.07	SUPPORT BUILDING WALL SECTIONS - EAST	0	06/27/2025		100% CD Set
A4.08	SUPPORT BUILDING WALL SECTIONS - EAST	0	06/27/2025		100% CD Set
A4.09	SUPPORT BUILDING WALL SECTIONS - ENTRY ROOF	0	06/27/2025		100% CD Set
A4.10	WAVE GENERATION BUILDING WALL SECTIONS	0	06/27/2025		100% CD Set
A4.20	POOL DECK SECTIONS	0	06/27/2025		100% CD Set
A5.01	ENLARGED PLANS & ELEVATIONS	0	06/27/2025		100% CD Set
A5.02	ENLARGED PLANS & ELEVATIONS	0	06/27/2025		100% CD Set
A5.03	ENLARGED KITCHEN & CONCESSIONS PLAN & ELEVATIONS	0	06/27/2025		100% CD Set
A5.04	ENLARGED LOCKER ROOM & RESTROOM PLAN & ELEVATIONS	0	06/27/2025		100% CD Set
A5.05	ENLARGED MEN'S RESTROOM ELEVATIONS	0	06/27/2025		100% CD Set
A5.06	ENLARGED WOMEN'S RR ELEVATIONS	0	06/27/2025		100% CD Set
A5.07	ENLARGED SINGLE-USER RESTROOM PLANS & ELEVATIONS	0	06/27/2025		100% CD Set



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Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
A5.08	ENLARGED SUPPORT BUILDING RESTROOM PLANS	0	06/27/2025		100% CD Set
A5.09	ENLARGED POOL DECK & WAVE GENERATION BUILDING PLANS	0	06/27/2025		100% CD Set
A5.10	ENLARGED REFLECTED CEILING PLANS	0	06/27/2025		100% CD Set
A5.20	ENLARGED STAIR 2 PLANS & SECTIONS	0	06/27/2025		100% CD Set
A5.21	ENLARGED STAIR 3 (SKYWALK) PLANS & SECTIONS	0	06/27/2025		100% CD Set
A5.22	ENLARGED STAIR 4 (PARTY ROOM) PLANS & SECTIONS	0	06/27/2025		100% CD Set
A5.23	ENLARGED STAIR 5 & 6 PLANS & SECTIONS	0	06/27/2025		100% CD Set
A5.24	ENLARGED SLIDE TOWER PLANS & SECTIONS	0	06/27/2025		100% CD Set
A5.30	ENLARGED ELEVATOR 1 & 2 PLANS & SECTIONS	0	06/27/2025		100% CD Set
A5.31	ENLARGED ELEVATOR 3 PLANS & SECTIONS	0	06/27/2025		100% CD Set
A5.32	ENLARGED MECHANICAL CHASE PLANS & SECTIONS	0	06/27/2025		100% CD Set
A5.33	ENLARGED MECHANICAL CHASE PLANS & SECTIONS	0	06/27/2025		100% CD Set
A5.34	ENLARGED MECHANICAL CHASE PLANS & SECTIONS Copy 1	0	06/27/2025		100% CD Set
A6.01	FOUNDATION & SLAB DETAILS	0	06/27/2025		100% CD Set
A6.02	SITE & DECK DETAILS	0	06/27/2025		100% CD Set
A6.11	PRECAST DEMISING WALL PLAN DETAILS	0	06/27/2025		100% CD Set
A6.12	PRECAST DEMISING WALL DETAILS	0	06/27/2025		100% CD Set
A6.30	TYPICAL DOOR & FRAME DETAILS	0	06/27/2025		100% CD Set
A6.31	EXTERIOR DOOR & FRAME DETAILS	0	06/27/2025		100% CD Set
A6.32	SPECIALTY DOOR & FRAME DETAILS	0	06/27/2025		100% CD Set
A6.35	TYPICAL & INTERIOR STOREFRONT DETAILS	0	06/27/2025		100% CD Set
A6.36	CURTAIN WALL & STOREFRONT DETAILS	0	06/27/2025		100% CD Set
A6.38	SKYWALK DETAILS	0	06/27/2025		100% CD Set
A6.40	ROOF DETAILS	0	06/27/2025		100% CD Set
A6.42	ENTRY ROOF DETAILS	0	06/27/2025		100% CD Set
A6.51	STAIR DETAILS	0	06/27/2025		100% CD Set
A6.52	ELEVATOR/HOISTWAY DETAILS	0	06/27/2025		100% CD Set
A6.53	MECHANICAL LOUVER & CHASE DETAILS	0	06/27/2025		100% CD Set
A7.00	INTERIOR FRAMING DETAILS	0	06/27/2025		100% CD Set
A7.01	INTERIOR DETAILS	0	06/27/2025		100% CD Set
A7.02	INTERIOR DETAILS	0	06/27/2025		100% CD Set
A7.03	INTERIOR DETAILS	0	06/27/2025		100% CD Set
A8.01	INTERIOR ELEVATIONS - SUPPORT BUILDING	0	06/27/2025		100% CD Set
A8.02	INTERIOR ELEVATIONS - SUPPORT BUILDING	0	06/27/2025		100% CD Set
A8.03	INTERIOR ELEVATIONS - SUPPORT BUILDING	0	06/27/2025		100% CD Set
A8.04	INTERIOR ELEVATIONS - SUPPORT BUILDING	0	06/27/2025		100% CD Set
A8.05	INTERIOR ELEVATIONS - SUPPORT BUILDING	0	06/27/2025		100% CD Set
A8.06	INTERIOR ELEVATIONS - SUPPORT BUILDING	0	06/27/2025		100% CD Set



DESIGN BUILD

ARCO/Murray National Holdings, Inc.

Printed on Wed Nov 19, 2025 at 10:14 am CST

Job #: ENT149 Bellevue Bay Water Park  
 Northwest Corner of US Route 34 and US Route 75  
 Bellevue, Nebraska 68005  
 331-251-2726

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
A9.01	CASEWORK SECTIONS & DETAILS	0	06/27/2025		100% CD Set
<b>STRUCTURAL</b>					
S0.00	STRUCTURAL NOTES	1	07/23/2025		Addendum 01
S0.01	SPECIAL INSPECTION	0	06/27/2025		100% CD Set
S1.00A	BASEMENT FOUNDATION PLAN - PART A	1	07/23/2025		Addendum 01
S1.00B	BASEMENT FOUNDATION PLAN - PART B	1	07/23/2025		Addendum 01
S1.01A	FOUNDATION & FIRST FLOOR FRAMING PLANS - PART A	1	07/23/2025		Addendum 01
S1.01B	FOUNDATION & FIRST FLOOR FRAMING PLANS - PART B	1	07/23/2025		Addendum 01
S1.01C	FOUNDATION & FIRST FLOOR FRAMING PLANS - PART C	1	07/23/2025		Addendum 01
S1.01D	FOUNDATION & FIRST FLOOR FRAMING PLANS - PART D	1	07/23/2025		Addendum 01
S1.01E	FOUNDATION & FIRST FLOOR FRAMING PLANS - PART E	1	07/23/2025		Addendum 01
S1.02A	SECOND FLOOR & LOW ROOF FRAMING PLANS - PART A	1	07/23/2025		Addendum 01
S1.02B	SECOND FLOOR & LOW ROOF FRAMING PLANS - PART B	1	07/23/2025		Addendum 01
S1.02E	SECOND FLOOR & LOW ROOF FRAMING PLANS - PART E	1	07/23/2025		Addendum 01
S1.03A	ROOF FRAMING PLAN - PART A	1	07/23/2025		Addendum 01
S1.03B	ROOF FRAMING PLAN - PART B	1	07/23/2025		Addendum 01
S6.01	DETAILS	1	07/23/2025		Addendum 01
S6.02	DETAILS	1	07/23/2025		Addendum 01
S6.03	DETAILS	1	07/23/2025		Addendum 01
S990R	ALL SLIDE FLUME TYPES CAULKING APPLICATION STANDARD	0	07/23/2025		Addendum 01
S990R	ALL SLIDE FLUME TYPES CAULKING APPLICATION STANDARD	1	06/27/2025		100% CD Set
<b>OPENAIRE</b>					
OA.01	GENERAL INFORMATION	0	06/27/2025		100% CD Set
OA.02	FOOTING & FOUNDATION	0	06/27/2025		100% CD Set
OA.03	MAIN FLOOR PLAN	0	06/27/2025		100% CD Set
OA.04	ROOF LAYOUT	0	06/27/2025		100% CD Set
OA.05	ROOF FRAMING LAYOUT	0	06/27/2025		100% CD Set
OA.06	BRIDGING LAYOUT	0	06/27/2025		100% CD Set
OA.07	SIDE ELEVATION	0	06/27/2025		100% CD Set
OA.7.1	SIDE FRAMING	0	06/27/2025		100% CD Set
OA.08	GABLE END	0	06/27/2025		100% CD Set
OA.09	CONT. CODE:	0	06/27/2025		100% CD Set
OA.10	SECTIONS	0	06/27/2025		100% CD Set
OA.11	DETAILS	0	06/27/2025		100% CD Set
OA.11.1	DETAILS	0	06/27/2025		100% CD Set
OA.12	DETAILS	0	06/27/2025		100% CD Set
OA.13	DETAILS	0	06/27/2025		100% CD Set
OA.14	DETAILS	0	06/27/2025		100% CD Set
OA.15	DETAILS	0	06/27/2025		100% CD Set

# AIA<sup>®</sup> Document A133<sup>®</sup> – 2019

## **Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price**

**AGREEMENT** made as of the 16th day of December in the year 2025  
(*In words, indicate day, month, and year.*)

**BETWEEN** the Owner:  
(*Name, legal status, address, and other information*)

City of Bellevue Nebraska  
Municipality 1500 Wall Street  
Bellevue, NE 68005

and the Construction Manager:  
(*Name, legal status, address, and other information*)

ARCO/Murray National Holdings, Inc.  
3113 Woodcreek Dr.  
Downers Grove, IL 60515

for the following Project:  
(*Name, location, and detailed description*)

Bellevue Bay Indoor Water Park Highway 75 and 34;  
Northwest corner

The Architect:  
(*Name, legal status, address, and other information*)

Holland Basham Associates 119 South 49th  
Avenue Omaha, NE 68132

The Owner and Construction Manager agree that this Amended and Restated Standard Form of Agreement Between Owner and Construction Manager (the "Agreement") hereby amends and replaces in its entirety that Standard Form of Agreement Between Owner and Construction Manager executed on September 16, 2024, as assigned to Construction Manager on October 15, 2025 (the "Amended and Restated Agreement").

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

### **TABLE OF ARTICLES**

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**User Notes:**

(1635151436)

1	<b>Initial Information</b>
2	<b>GENERAL PROVISIONS</b>
	<b>CONSTRUCTION MANAGER'S RESPONSIBILITIES</b>
4	<b>OWNER'S RESPONSIBILITIES</b>
5	<b>COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES</b>
6	<b>COMPENSATION FOR CONSTRUCTION PHASE SERVICES</b>
7	<b>COST OF THE WORK FOR CONSTRUCTION PHASE</b>
8	<b>DISCOUNTS, REBATES, AND REFUNDS</b>
9	<b>SUBCONTRACTS AND OTHER AGREEMENTS</b>
10	<b>ACCOUNTING RECORDS</b>
11	<b>PAYMENTS FOR CONSTRUCTION PHASE SERVICES</b>
12	<b>DISPUTE RESOLUTION</b>
13	<b>TERMINATION OR SUSPENSION</b>
14	<b>MISCELLANEOUS PROVISIONS</b>
15	<b>SCOPE OF THE AGREEMENT</b>
	<b>EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT</b>
	<b>EXHIBIT B INSURANCE AND BONDS</b>
	<b>EXHIBIT C OUTLINE SPECIFICATIONS</b>
	<b>EXHIBIT D DRAWING LOG</b>
	<b>EXHIBIT E ALTERNATES LOG</b>
	<b>EXHIBIT F SCHEDULE OF VALUES</b>

**ARTICLE 1 INITIAL INFORMATION**

**§ 1.1** This Agreement is based on the Initial Information set forth in the Contract Documents set forth in Section 2. *(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

**§ 1.1.1** The Owner's program for the Project, is described in the Contract Documents: *(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

The project will consist of an OpenAire custom enclosure, support building and outdoor wave pool area.

**§ 1.1.2** The Project's physical characteristics: *(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

The project will consist of an OpenAire custom enclosure, support building and outdoor wave pool area.

The project will be located at the Northeast corner of Highway 75 and 34.

For additional information, see Exhibits C and E attached hereto.

**§ 1.1.3** The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6: To be provided in Exhibit A: GMP Amendment

**§ 1.1.4** The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

N/A

.2 Construction commencement date:

January 5, 2026, subject to the terms herein

.3 Substantial Completion date:

As provided in Section A.2.3.1 of Exhibit A: GMP Amendment

.4 Other milestone dates:

N/A

**§ 1.1.5** The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:  
(Identify any requirements for fast-track scheduling or phased construction.)

N/A

**§ 1.1.6** The Owner's anticipated Sustainable Objective for the Project:  
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

**§ 1.1.6.1** If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234–2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective. Notwithstanding the foregoing, the parties agree that this Section 1.1.6.1 is inapplicable.

**§ 1.1.7** Other Project information:  
(Identify special characteristics or needs of the Project not provided elsewhere.)

N/A

**§ 1.1.8** The Owner identifies the following representative in accordance with Section 4.2:  
(List name, address, and other contact information.)

Harrison Johnson  
Director of Economic and Community Development  
City of Bellevue  
1500 Wall Street  
Bellevue, NE 68005  
Office: 402-293-6085  
Mobile: 402-541-3192

**§ 1.1.9** The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows: N/A  
(List name, address and other contact information.)

**§ 1.1.10** The Owner shall retain the following consultants and contractors: See Exhibit C: Outline Specifications  
(List name, legal status, address, and other contact information.)

- .1 Geotechnical Engineer:
- .2 Civil Engineer:
- .3 Other, if any:  
(List any other consultants retained by the Owner, such as a Project or Program Manager.)

**§ 1.1.11** The Architect's representative:  
(List name, address, and other contact information.)

Tom Zuk  
Principal  
Holland Basham Architects  
119 South 49<sup>th</sup> Avenue  
Omaha, NE 68132  
Office: 402-551-0800  
Mobile: 402-201-8669

**§ 1.1.12** The Construction Manager identifies the following representative in accordance with Article 3:  
(List name, address, and other contact information.)

Mike Gaw, Bill Krol, or Dan Wagner

**§ 1.1.13** The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:  
(List any Owner-specific requirements to be included in the staffing plan.)

N/A

**§ 1.1.14** The Owner's requirements for subcontractor procurement for the performance of the Work:  
(List any Owner-specific requirements for subcontractor procurement.)

N/A

**§ 1.1.15** Other Initial Information on which this Agreement is based:

N/A

**§ 1.2** The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation pursuant to a Change Order.

**§ 1.3** Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior written notice to the other party.

## ARTICLE 2 GENERAL PROVISIONS

## § 2.1 The Contract Documents

The Contract Documents consist of the documents enumerated in Article 15, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. In the event any inconsistencies, conflicts, or ambiguities between or among the Contract Documents are discovered after execution of the Agreement, Construction Manager and Owner shall attempt to resolve any ambiguity, conflict or inconsistency informally, recognizing that the Contract Documents shall take precedence in the following order: first to Modifications, then to the Outline Specifications attached hereto as Exhibit C, then to the Drawing Log attached hereto as Exhibit D, then to the Agreement. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

## § 2.2 Relationship of the Parties

The Construction Manager agrees to cooperate with the Architect and exercise the Construction Manager's skill and judgment in complying with the requirements of the Contract Documents to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

## § 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™–2017, General Conditions of the Contract for Construction, shall apply and which is incorporated herein by reference. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2017, which document is incorporated herein by reference. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

## ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager has identified in Section 1.1.12 a representative authorized to act on behalf of the Construction Manager with respect to the Project.

### § 3.1 Intentionally Omitted.

### § 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2. Upon execution of the GMAX Amendment (Exhibit A), the requirements of the GMAX amendment shall supersede the requirements in this Section 3.2 and this Section shall be deemed satisfied.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of

- the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
  - .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 Intentionally Omitted.

### § 3.3 Construction Phase

*(Paragraphs deleted)*

#### § 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence within ten (10) days of (i) issuance of all permits and licenses necessary or required for commencement of construction activities, (ii) completion of city council meeting and approval of Agreement by the city of Bellevue, and (iii) Owner's execution of the Guaranteed Maximum Price Amendment, whichever occurs last.

#### § 3.3.2 Administration

*(Paragraphs deleted)*

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and

submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

*(Paragraphs deleted)*

### § 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information reasonably required by the Owner.

### § 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, through Construction Manager's Procore application, a daily log containing a record for each day of weather, portions of the Work in progress, problems that might affect progress of the work, and other information required by the Owner.

### § 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

## ARTICLE 4 OWNER'S RESPONSIBILITIES

### § 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements, if requested by Construction Manager.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 **Structural and Environmental Tests, Surveys and Reports.** During the Preconstruction Phase, the Owner shall furnish the information or services described in this Section 4.1.4 with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness. The Construction Manager shall be entitled to rely on the accuracy and completeness of all information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark. The Owner shall promptly obtain easements, zoning variances, and legal authorizations or entitlements regarding site utilization where necessary or appropriate for the execution of the Project and for all site/development permits.

**§ 4.1.4.3** The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

**§ 4.1.5** During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

**§ 4.1.6** If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

**§ 4.2 Owner's Designated Representative**

The Owner has identified a representative in Section 1.1.8 authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

**§ 4.2.1 Legal Requirements.** The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

*(Paragraph deleted)*

**§ 4.3 Architect**

The Owner shall retain an Architect to provide services, duties and responsibilities, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

**ARTICLE 5I Intentionally Omitted.**

**ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES**

**§ 6.1 Contract Sum**

**6.1.1** The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract in the amounts provided in the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

**§ 6.1.2** The Construction Manager's Fee:

*(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)*

Seven percent (7%) of the Cost of the Work

**§ 6.1.3** The method of adjustment of the Construction Manager's Fee for changes in the Work:

For changes in the Work, the Construction Manager's Fee will be adjusted at the same percentage as identified in 6.1.2 above of the net increases or decreases (respectively) in the Cost of the Work reflected in any Change Order or Construction Change Directive. Construction Manager shall be entitled to General Condition and General Requirements Cost (as defined in Section 7.1.1 below) for any additive change(s) in the Work.

**§ 6.1.4** Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

Ten percent (10%) on Subcontractor Work and five percent (5%) on Work by a Subcontractor's subcontractor.

**§ 6.1.5** Rental rates for Construction Manager-owned equipment shall not exceed One Hundred percent (100 %) of the standard rental rate paid at the place of the Project.

**§ 6.1.6** Liquidated damages, if any:

*(Insert terms and conditions for liquidated damages, if any.)*

**§ 6.1.7** Other:

*(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)*

**§ 6.2 Guaranteed Maximum Price**

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. The maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price or GMP. Except as otherwise provided in the Contract Documents, costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner, provided, however, that Construction Manager does not guarantee any specific line item provided as part of the GMP, and has the sole discretion to adjust overruns in one line item with savings realized in any other line item.

If, upon Final Completion, the GMP exceeds the Contract Sum, then the amount of such excess shall be referred to herein as the "savings"; and the savings shall be shared by the Owner and the Construction Manager as follows: fifty percent (50%) of the savings shall be retained by the Owner; and fifty percent (50%) of the savings shall be added to the Contract Sum to be paid to the Construction Manager. Savings shall be calculated and paid as part of Final Payment,

with the understanding that to the extent Construction Manager incurs costs after Final Completion which would have been payable to Construction Manager as a Cost of the Work, Construction Manager shall be entitled to payment from Owner for that portion of such costs that were distributed to Owner as savings.

**§ 6.3 Changes in the Work**

**§ 6.3.1** The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions as provided in Section 7.2 of the General Conditions (A201). The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable

adjustment in the Contract Time and Guaranteed Maximum Price as a result of changes in the Work.

**§ 6.3.1.1** The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

**§ 6.3.2** Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

**§ 6.3.3** Intentionally Omitted.

**§ 6.3.4** In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of

AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.

**§ 6.3.5 Intentionally Omitted.**

**ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE**

**§ 7.1 Costs to Be Reimbursed**

**§ 7.1.1** The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

**LUMP SUM GENERAL CONDITION EXPENSES:** Lump Sum General Condition expenses in the lump sum amount set forth in the GMP Amendment stated in the Agreement and shall include the following: wages, salaries and employee benefits paid by Construction Manager to or for the benefit of its field organization for any Project, including: Construction Manager's Project Developer, Project Manager, Senior Project Manager, Assistant Project Manager, Project Executive, Superintendent; all travel, truck lease, rental car, lodging, and per diem; all copies, overnight delivery, wireless internet cards, and mobile telephone costs associated with the Work; the cost to Construction Manager of providing necessary office supplies for the field office, drinking water, job truck; safety program implementation; the cost of all expendable supplies, such as "safety first" supplies, bottled water, drinking cups, flagging, chalk line and the like purchased, supplied and consumed for the Work. To the extent any Lump Sum General Condition expenses are listed as a Cost to be Reimbursed in the provisions below, there shall be no duplication of such costs within the Contract Sum.

**GENERAL REQUIREMENTS COST:** Lump Sum General Requirements costs in the lump sum amount offset forth in the GMP Amendment shall include the following: Construction trailers; indirect construction costs; site transportation; job tools; temporary enclosures; street sweepers; light towers; project signage; dumpsters for construction debris; temporary toilets; project-specific safety materials; trash chutes; temporary stairs and scaffolding; flag poles and flags; Procore fees; Textura fees; and progress photos. To the extent any Lump Sum General Requirements costs are listed as a Cost to be Reimbursed in the provisions below, there shall be no duplication of such costs within the Contract Sum.

**§ 7.1.2** Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

**§ 7.1.3** Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

**§ 7.1.4** Cost to cover factors that may adversely affect cost such as; construction schedule problems (, strikes, pandemics, epidemics.); and other causes beyond Construction Manager's control are considered reimbursable costs, with the Owner's prior approval.

**§ 7.2 Labor Costs**

**§ 7.2.1** Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops, including overtime necessitated by field conditions or to maintain progress of the Work.

**§ 7.2.2** Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

**§ 7.2.2.1** Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

*(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)*

**§ 7.2.3** Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work, with the Owner's prior approval.

**§ 7.2.4** Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for

taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3, with the Owner's prior approval.

**§ 7.2.5** If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

### **§ 7.3 Subcontract Costs**

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

### **§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction**

**§ 7.4.1** Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

**§ 7.4.2** Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

### **§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items**

**§ 7.5.1** Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

**§ 7.5.2** Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools, fuel and utility costs, street and sidewalk rental, off-site storage and job vehicles. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such Construction Manager-owned equipment may not exceed the purchase price of any comparable item.

**§ 7.5.3** Costs of removal of debris from the site of the Work and its proper and legal disposal.

**§ 7.5.4** Costs of the Construction Manager's site office, including general office equipment and supplies.

**§ 7.5.5** Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

**§ 7.5.6** Deposits made for elevator, crane, hoisting, and other equipment.

**§ 7.5.7** Deposits made to or for utility companies; deposits made or otherwise required to order materials, equipment, or supplies.

### **§ 7.6 Miscellaneous Costs**

**§ 7.6.1** Premiums for that portion of insurance required by the Contract Documents that can be directly attributed to this Contract.

**§ 7.6.1.1** Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

**§ 7.6.1.2** Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

**§ 7.6.2** Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work to the extent the Construction Manager is liable under the Contract Documents.

**§ 7.6.3** Fees and assessments for the building permit and impact fees (to the extent of Construction Manager's obligations for such costs), and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

**§ 7.6.4** Fees of laboratories for tests (to the extent of Construction Manager's obligations for such costs) required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

**§ 7.6.5** Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

**§ 7.6.5.1** The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

**§ 7.6.6** Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

**§ 7.6.7** Costs of document reproductions and delivery charges.

**§ 7.6.8** Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

**§ 7.6.9** Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

**§ 7.6.10** Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

**§ 7.6.11** That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

#### **§ 7.7 Other Costs and Emergencies**

**§ 7.7.1** Other costs incurred in the performance of the Work, with the Owner's prior approval.

**§ 7.7.2** Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017, including, but not limited to, costs of safety equipment, safety supplies, perimeter and open floor protection, temporary stairs and ladders, security lighting and fencing.

**§ 7.7.3** Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

**§ 7.7.4** The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

### § 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

### § 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2 to 7.7, or as may be provided in Article 14;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Construction Manager's principal office and offices other than the site office or as expressly included in Sections 7.1 to 7.7;
- .4 Intentionally Omitted;
- .5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7; and
- .8 Costs, other than costs included in Change Orders approved by the Owner or for which the Construction Manager is otherwise entitled to a Change Order as provided in the Contract Documents, that would cause the Guaranteed Maximum Price to be exceeded.

## ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

## ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS [Note to draft: this section of the A133 duplicates the language in the A201 that's an exhibit to this Agreement with similar (but not identical) language. To avoid confusion, we've simplified by removing duplications and adding a cross-reference to the applicable section of the A201]

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction

Manager as further provided in Section 5.2 of the General Conditions (A201).

#### **ARTICLE 10 ACCOUNTING RECORDS**

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be in accordance with commercially reasonable accounting practices. Commencing upon Substantial Completion of the Work and during the Audit Period defined in Section 12.2.2 below, the Owner and the Owner's auditors shall, at Owner's sole cost and expense, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts relating to the Work, which may include documentation supporting accounting entries, books, job cost reports, receipts, subcontracts, Subcontractor's invoices, purchase orders, vouchers, and other data relating to the Cost of the Work under this Contract. The Construction Manager shall preserve these records for a period of five (5) years after final payment, or for such longer period as may be required by law. Any lump sum amounts (including but not limited to Lump Sum General Conditions and Lump Sum General Requirements), multipliers, or markups agreed to by the Owner and Construction Manager as part of this Agreement are only subject to audit to confirm that such lump sum amount, multiplier, or markup has been charged in accordance with this Agreement, with the composition of such lump sum, multiplier, or markup not being subject to audit.

#### **ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES**

##### **§ 11.1 Progress Payments**

**§ 11.1.1** Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

**§ 11.1.2** The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

**§ 11.1.3** Provided that an Application for Payment is received by the Architect not later than the first (1<sup>st</sup>) day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the twentieth (20<sup>th</sup>) day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

**§ 11.1.4** With each Application for Payment beginning with the third Application for Payment, the Construction Manager shall submit unconditional lien waivers from Construction Manager and those Subcontractors who received payment in excess of \$25,000.00 in connection with disbursements that took place sixty (60) days prior to the current month's Application for Payment.

**§ 11.1.5** Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

**§ 11.1.5.1** The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may reasonably require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

**§ 11.1.5.2** The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values. The schedule of values be updated periodically to reflect changes in the allocation of the Contract Sum.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation for the use of the contingency on the next Application for Payment.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the percentage of that portion of the Work which has actually been completed.

§ 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of costs payable in connection with Construction Change Directives that are payable as provided in Section 7.3.9 of AIA Document A201-2017, General Conditions of the Contract for Construction; and
- .4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;
- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 11.1.8.

#### § 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

Ten percent (10%) throughout the Project.

§ 11.1.8.1.1 The following items are not subject to retainage:

*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

Payment for materials supplied by a material supplier who is not performing any construction activities at the Project site.

**§ 11.1.8.2** Reduction or limitation of retainage, if any, shall be as follows:

*(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)*

See Section 11.1.8.1.

**§ 11.1.8.3** Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

*(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)*

Upon Substantial Completion, all retainage shall be paid, less an amount equal to one hundred fifty percent (150%) of the estimated cost to complete any incomplete work and for unresolved claims.

**§ 11.1.9** If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.

**§ 11.1.10** Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

**§ 11.1.11** Intentionally Omitted.

**§ 11.1.12** In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

## **§ 11.2 Final Payment**

**§ 11.2.1** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

**§ 11.2.2** Construction Manager shall submit an accounting of the Cost of the Work upon final completion shall update the same and provide the final accounting to Owner. Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Construction Manager.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to make a Claim pursuant to Article 15 of AIA Document A201–2017. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount otherwise due to Construction Manager.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 45 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

### § 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.  
*(Insert rate of interest agreed upon, if any.)*

Twelve Percent (12.00%) per annum.

## ARTICLE 12 DISPUTE RESOLUTION

### § 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

### § 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box.)*

- Arbitration pursuant to Article 15 of AIA Document A201–2017
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

## ARTICLE 13 TERMINATION OR SUSPENSION

### § 13.1 Intentionally Omitted

*(Paragraph deleted)*

### § 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

*(Paragraphs deleted)*

#### § 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

*(Paragraphs deleted)*

#### § 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

#### § 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:

*(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)*

Payment to Construction Manager of the Cost of the Work for Work completed to the date of termination and unpaid, plus the Construction Manager's fee computed thereon.

*(Paragraph deleted)*

### § 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

## ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

### § 14.2 Successors and Assigns

*(Paragraphs deleted)*

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents, and to the extent provided in Section 13.2.2. of A201-2017. The Construction Manager shall execute all consents reasonably required to facilitate the assignment so long as such consents do not restrict the rights under or expand the obligations of Construction Manager under the Agreement.

### § 14.3 Insurance and Bonds

#### § 14.3.1 Intentionally Omitted

#### § 14.3.2 Construction Phase

The Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds.

§ 14.4 In no event will either party be liable to the other for any type of incidental, special, exemplary, punitive, indirect, or consequential damages, including, but not limited to, lost revenue, lost profits, or loss of interruption of use, even if such party was advised of the possibility of such damages, and whether arising under any theory of law, including contract, tort, strict liability, or otherwise.

## ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement:

- .1 AIA Document A133™–2019, Amended and Restated Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A133™–2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed
- .3 AIA Document A133™–2019, Exhibit B, Insurance and Bonds
- .4 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .5 Exhibit C Outline Specifications
- .6 Exhibit D Drawing Log
- .7 Exhibit E Alternates Log
- .8 Exhibit F Schedule of Values

9 Other Exhibits:

*(Check all boxes that apply.)*

- AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:  
*(Insert the date of the E234-2019 incorporated into this Agreement.)*

10 Other documents, if any, listed below:

*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)*

N/A

[Signatures on following page.]

This Agreement is entered into as of the day and year first written above.

\_\_\_\_\_  
**OWNER** *(Signature)*

\_\_\_\_\_  
**CONSTRUCTION MANAGER** *(Signature)*

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
*(Printed name and title)*

# AIA<sup>®</sup> Document A201<sup>®</sup> – 2017

## General Conditions of the Contract for Construction

### for the following PROJECT:

*(Name and location or address)*

Bellevue Bay Indoor Water Park Highway 75 and 34; Northwest corner  
Bellevue, NE

### THE OWNER:

*(Name, legal status and address)*

City of Bellevue  
Nebraska Municipality  
1500 Wall Street  
Bellevue, NE 68005

### THE ARCHITECT:

*(Name, legal status and address)*

Holland Basham Associates  
119 South 49<sup>th</sup> Avenue  
Omaha, NE 68132

*(Paragraph deleted)*

### TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 OWNER
- 3 CONTRACTOR
- 4 ARCHITECT
- 5 SUBCONTRACTORS
- 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
- 7 CHANGES IN THE WORK
- 8 TIME
- 9 PAYMENTS AND COMPLETION
- 10 PROTECTION OF PERSONS AND PROPERTY
- 11 INSURANCE AND BONDS
- 12 UNCOVERING AND CORRECTION OF WORK
- 13 MISCELLANEOUS PROVISIONS
- 14 TERMINATION OR SUSPENSION OF THE CONTRACT
- 15 CLAIMS AND DISPUTES

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503<sup>™</sup>, Guide for Supplementary Conditions.

## INDEX

(Topics and numbers in bold are Section headings.)

### **Acceptance of Nonconforming Work**

9.6.6, 9.9.3, **12.3**

Acceptance of Work

9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, **12.3**

### **Access to Work**

**3.16**, 6.2.1, 12.1

Accident Prevention

10

Acts and Omissions

3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5,

10.2.8, 13.3.2, 14.1, 15.1.2, 15.2

Addenda

1.1.1

Additional Costs, Claims for

3.7.4, 3.7.5, 10.3.2, 15.1.5

### **Additional Inspections and Testing**

9.4.2, 9.8.3, 12.2.1, **13.4**

### **Additional Time, Claims for**

3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, **15.1.6**

### **Administration of the Contract**

3.1.3, **4.2**, 9.4, 9.5

Advertisement or Invitation to Bid

1.1.1

Aesthetic Effect

4.2.13

### **Allowances**

**3.8**

### **Applications for Payment**

4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.5.4, 9.6.3, 9.7, 9.10

Approvals

2.1.1, 2.3.1, 2.5, 3.1.3, 3.10.2, 3.12.8, 3.12.9,

3.12.10.1, 4.2.7, 9.3.2, 13.4.1

### **Arbitration**

8.3.1, 15.3.2, **15.4**

## **ARCHITECT**

**4**

**Architect**, Definition of

**4.1.1**

Architect, Extent of Authority

2.5, 3.12.7, 4.1.2, 4.2, 5.2, 6.3, 7.1.2, 7.3.4, 7.4, 9.2,  
9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1,  
13.4.1, 13.4.2, 14.2.2, 14.2.4, 15.1.4, 15.2.1

Architect, Limitations of Authority and Responsibility

2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3,  
4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4, 9.4.2,  
9.5.4, 9.6.4, 15.1.4, 15.2

Architect's Additional Services and Expenses

2.5, 12.2.1, 13.4.2, 13.4.3, 14.2.4

Architect's Administration of the Contract

3.1.3, 3.7.4, 15.2, 9.4.1, 9.5

Architect's Approvals

2.5, 3.1.3, 3.5, 3.10.2, 4.2.7

Architect's Authority to Reject Work

3.5, 4.2.6, 12.1.2, 12.2.1

Architect's Copyright

1.1.7, 1.5

Architect's Decisions

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3,  
7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1,  
13.4.2, 15.2

Architect's Inspections

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.4

Architect's Instructions

3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.4.2

Architect's Interpretations

4.2.11, 4.2.12

Architect's Project Representative

4.2.10

Architect's Relationship with Contractor

1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2,  
3.5, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16,  
3.18, 4.1.2, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5,  
9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.3.2, 13.4, 15.2

Architect's Relationship with Subcontractors

1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3

Architect's Representations

9.4.2, 9.5.1, 9.10.1

Architect's Site Visits

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4

Asbestos

10.3.1

Attorneys' Fees

3.18.1, 9.6.8, 9.10.2, 10.3.3

Award of Separate Contracts

6.1.1, 6.1.2

### **Award of Subcontracts and Other Contracts for Portions of the Work**

**5.2**

### **Basic Definitions**

**1.1**

Bidding Requirements

1.1.1

Binding Dispute Resolution

8.3.1, 9.7, 11.5, 13.1, 15.1.2, 15.1.3, 15.2.1, 15.2.5,  
15.2.6.1, 15.3.1, 15.3.2, 15.3.3, 15.4.1

Bonds, Lien

7.3.4.4, 9.6.8, 9.10.2, 9.10.3

### **Bonds, Performance, and Payment**

7.3.4.4, 9.6.7, 9.10.3, **11.1.2**, 11.1.3, **11.5**

### **Building Information Models Use and Reliance**

**1.8**

Building Permit

3.7.1

### **Capitalization**

**1.3**

Certificate of Substantial Completion

9.8.3, 9.8.4, 9.8.5

## **Certificates for Payment**

4.2.1, 4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.4

Certificates of Inspection, Testing or Approval  
13.4.4

Certificates of Insurance  
9.10.2

## **Change Orders**

1.1.1, 3.4.2, 3.7.4, 3.8.2.3, 3.11, 3.12.8, 4.2.8, 5.2.3, 7.1.2, 7.1.3, **7.2**, 7.3.2, 7.3.7, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.2, 11.5, 12.1.2

**Change Orders**, Definition of  
**7.2.1**

## **CHANGES IN THE WORK**

2.2.2, 3.11, 4.2.8, 7, **7.2.1**, 7.3.1, 7.4, 8.3.1, 9.3.1.1, 11.5

**Claims**, Definition of

### **15.1.1**

**Claims**, Notice of  
1.6.2, 15.1.3

## **CLAIMS AND DISPUTES**

3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, **15**, 15.4

**Claims and Timely Assertion of Claims**  
15.4.1

### **Claims for Additional Cost**

3.2.4, 3.3.1, 3.7.4, 7.3.9, 9.5.2, 10.2.5, 10.3.2, **15.1.5**

### **Claims for Additional Time**

3.2.4, 3.3.1, 3.7.4, 6.1.1, 8.3.2, 9.5.2, 10.3.2, **15.1.6**

### **Concealed or Unknown Conditions, Claims for** **3.7.4**

**Claims for Damages**

3.2.4, 3.18, 8.3.3, 9.5.1, 9.6.7, 10.2.5, 10.3.3, 11.3, 11.3.2, 14.2.4, 15.1.7

**Claims Subject to Arbitration**

15.4.1

## **Cleaning Up**

**3.15**, 6.3

**Commencement of the Work**, Conditions Relating to  
2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3, 6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.2, **15.1.5**

**Commencement of the Work**, Definition of  
**8.1.2**

## **Communications**

3.9.1, **4.2.4**

**Completion**, Conditions Relating to

3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1, 9.10, 12.2, 14.1.2, 15.1.2

## **COMPLETION, PAYMENTS AND** **9**

**Completion**, Substantial

3.10.1, 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 15.1.2

**Compliance with Laws**

2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14.1.1, 14.2.1.3, 15.2.8, 15.4.2, 15.4.3

**Concealed or Unknown Conditions**

3.7.4, 4.2.8, 8.3.1, 10.3

**Conditions of the Contract**

1.1.1, 6.1.1, 6.1.4

**Consent**, Written

3.4.2, 3.14.2, 4.1.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 13.2, 15.4.4.2

## **Consolidation or Joinder**

**15.4.4**

## **CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

1.1.4, **6**

**Construction Change Directive**, Definition of  
**7.3.1**

### **Construction Change Directives**

1.1.1, 3.4.2, 3.11, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, **7.3**, 9.3.1.1

**Construction Schedules**, Contractor's

3.10, 3.11, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2

**Contingent Assignment of Subcontracts**

**5.4**, 14.2.2.2

### **Continuing Contract Performance**

**15.1.4**

**Contract**, Definition of

**1.1.2**

## **CONTRACT, TERMINATION OR SUSPENSION OF THE**

5.4.1.1, 5.4.2, 11.5, **14**

**Contract Administration**

3.1.3, 4, 9.4, 9.5

**Contract Award and Execution**, Conditions Relating to

3.7.1, 3.10, 5.2, 6.1

**Contract Documents**, Copies Furnished and Use of  
1.5.2, 2.3.6, 5.3

**Contract Documents**, Definition of

**1.1.1**

### **Contract Sum**

2.2.2, 2.2.4, 3.7.4, 3.7.5, 3.8, 3.10.2, 5.2.3, 7.3, 7.4, **9.1**, 9.2, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.5, 12.1.2, 12.3, 14.2.4, 14.3.2, 15.1.4.2, **15.1.5**, **15.2.5**

**Contract Sum**, Definition of

**9.1**

**Contract Time**

1.1.4, 2.2.1, 2.2.2, 3.7.4, 3.7.5, 3.10.2, 5.2.3, 6.1.5, 7.2.1.3, 7.3.1, 7.3.5, 7.3.6, 7, 7, 7.3.10, 7.4, 8.1.1, 8.2.1, 8.2.3, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 12.1.2, 14.3.2, 15.1.4.2, 15.1.6.1, 15.2.5

**Contract Time**, Definition of

**8.1.1**

## **CONTRACTOR**

**3**

**Contractor**, Definition of

**3.1**, **6.1.2**

**Contractor's Construction and Submittal Schedules**

**3.10**, 3.12.1, 3.12.2, 4.2.3, 6.1.3, 15.1.6.2

Init.

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User Notes:

(1848865381)

Contractor's Employees  
2.2.4, 3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 11.3, 14.1, 14.2.1.1

**Contractor's Liability Insurance**  
**11.1**  
Contractor's Relationship with Separate Contractors and Owner's Forces  
3.12.5, 3.14.2, 4.2.4, 6, 11.3, 12.2.4  
Contractor's Relationship with Subcontractors  
1.2.2, 2.2.4, 3.3.2, 3.18.1, 3.18.2, 4.2.4, 5, 9.6.2, 9.6.7, 9.10.2, 11.2, 11.3, 11.4  
Contractor's Relationship with the Architect  
1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5.1, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.4, 15.1.3, 15.2.1  
Contractor's Representations  
3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2  
Contractor's Responsibility for Those Performing the Work  
3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8  
Contractor's Review of Contract Documents  
3.2  
Contractor's Right to Stop the Work  
2.2.2, 9.7  
Contractor's Right to Terminate the Contract  
14.1  
Contractor's Submittals  
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2, 9.8.3, 9.9.1, 9.10.2, 9.10.3  
Contractor's Superintendent  
3.9, 10.2.6  
Contractor's Supervision and Construction Procedures  
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 7.3.6, 8.2, 10, 12, 14, 15.1.4  
Coordination and Correlation  
1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1  
Copies Furnished of Drawings and Specifications  
1.5, 2.3.6, 3.11  
Copyrights  
1.5, **3.17**  
Correction of Work  
2.5, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, **12.2**, 12.3, 15.1.3.1, 15.1.3.2, 15.2.1

**Correlation and Intent of the Contract Documents**  
**1.2**  
**Cost**, Definition of  
**7.3.4**  
Costs  
2.5, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.4, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.2, 12.1.2, 12.2.1, 12.2.4, 13.4, 14

**Cutting and Patching**  
**3.14**, 6.2.5

Damage to Construction of Owner or Separate Contractors  
3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 12.2.4  
Damage to the Work  
3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 12.2.4  
Damages, Claims for  
3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.3.2, 11.3, 14.2.4, 15.1.7  
Damages for Delay  
6.2.3, 8.3.3, 9.5.1.6, 9.7, 10.3.2, 14.3.2

**Date of Commencement of the Work**, Definition of  
**8.1.2**  
**Date of Substantial Completion**, Definition of  
**8.1.3**  
**Day**, Definition of  
**8.1.4**  
Decisions of the Architect  
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.4.2, 14.2.2, 14.2.4, 15.1, 15.2

**Decisions to Withhold Certification**  
9.4.1, **9.5**, 9.7, 14.1.1.3  
Defective or Nonconforming Work, Acceptance, Rejection and Correction of  
2.5, 3.5, 4.2.6, 6.2.3, 9.5.1, 9.5.3, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1  
Definitions  
1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1, 15.1.1

**Delays and Extensions of Time**  
**3.2**, **3.7.4**, 5.2.3, 7.2.1, 7.3.1, **7.4**, **8.3**, 9.5.1, **9.7**, 10.3.2, **10.4**, 14.3.2, **15.1.6**, 15.2.5

**Digital Data Use and Transmission**  
**1.7**  
Disputes  
6.3, 7.3.9, 15.1, 15.2

**Documents and Samples at the Site**  
**3.11**  
**Drawings**, Definition of  
**1.1.5**  
Drawings and Specifications, Use and Ownership of  
3.11  
Effective Date of Insurance  
8.2.2

**Emergencies**  
**10.4**, 14.1.1.2, **15.1.5**  
Employees, Contractor's  
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3.3, 11.3, 14.1, 14.2.1.1  
Equipment, Labor, or Materials  
1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2  
Execution and Progress of the Work  
1.1.3, 1.2.1, 1.2.2, 2.3.4, 2.3.6, 3.1, 3.3.1, 3.4.1, 3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.6, 8.2, 9.5.1, 9.9.1, 10.2, 10.3, 12.1, 12.2, 14.2, 14.3.1, 15.1.4

Extensions of Time  
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2, 10.4, 14.3, 15.1.6, **15.2.5**

**Failure of Payment**  
9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2

Faulty Work  
(See Defective or Nonconforming Work)

**Final Completion and Final Payment**  
4.2.1, 4.2.9, 9.8.2, **9.10**, 12.3, 14.2.4, 14.4.3

Financial Arrangements, Owner's  
2.2.1, 13.2.2, 14.1.1.4

**GENERAL PROVISIONS**

**1**

**Governing Law**

**13.1**  
Guarantees (See Warranty)

**Hazardous Materials and Substances**  
10.2.4, **10.3**

Identification of Subcontractors and Suppliers  
5.2.1

**Indemnification**  
3.17, **3.18**, 9.6.8, 9.10.2, 10.3.3, 11.3

**Information and Services Required of the Owner**  
2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10.1, 6.1.3, 6.1.4, 6.2.5, 9.6.1, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4

**Initial Decision**

**15.2**

**Initial Decision Maker, Definition of**  
1.1.8

Initial Decision Maker, Decisions  
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5

Initial Decision Maker, Extent of Authority  
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5

**Injury or Damage to Person or Property**  
**10.2.8**, 10.4

Inspections  
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 12.2.1, 13.4

Instructions to Bidders  
1.1.1

Instructions to the Contractor  
3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.4.2

**Instruments of Service, Definition of**  
**1.1.7**

Insurance  
6.1.1, 7.3.4, 8.2.2, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 10.2.5, **11**

**Insurance, Notice of Cancellation or Expiration**  
**11.1.4**, **11.2.3**

**Insurance, Contractor's Liability**

**11.1**  
Insurance, Effective Date of  
8.2.2, 14.4.2

**Insurance, Owner's Liability**  
**11.2**

**Insurance, Property**  
**10.2.5**, 11.2, 11.4, 11.5

Insurance, Stored Materials  
9.3.2

**INSURANCE AND BONDS**

**11**

Insurance Companies, Consent to Partial Occupancy  
9.9.1

Insured loss, Adjustment and Settlement of  
11.5

Intent of the Contract Documents  
1.2.1, 4.2.7, 4.2.12, 4.2.13

**Interest**  
**13.5**

**Interpretation**  
1.1.8, 1.2.3, **1.4**, 4.1.1, 5.1, 6.1.2, 15.1.1

Interpretations, Written  
4.2.11, 4.2.12

Judgment on Final Award  
15.4.2

**Labor and Materials, Equipment**  
1.1.3, 1.1.6, **3.4**, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2

Labor Disputes  
8.3.1

Laws and Regulations  
1.5, 2.3.2, 3.2.3, 3.2.4, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1, 10.2.2, 13.1, 13.3.1, 13.4.2, 13.5, 14, 15.2.8, 15.4

Liens  
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8

Limitations, Statutes of  
12.2.5, 15.1.2, 15.4.1.1

Limitations of Liability  
3.2.2, 3.5, 3.12.10, 3.12.10.1, 3.17, 3.18.1, 4.2.6, 4.2.7, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 9.6.8, 10.2.5, 10.3.3, 11.3, 12.2.5, 13.3.1

Limitations of Time  
2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7, 5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15, 15.1.2, 15.1.3, 15.1.5

**Materials, Hazardous**  
**10.2.4**, **10.3**

Materials, Labor, Equipment and  
1.1.3, 1.1.6, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2

Means, Methods, Techniques, Sequences and Procedures of Construction  
3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2

Mechanic's Lien  
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8

**Mediation**  
8.3.1, 15.1.3.2, 15.2.1, 15.2.5, 15.2.6, **15.3**, 15.4.1, 15.4.1.1

**Minor Changes in the Work**  
1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1, **7.4**

## MISCELLANEOUS PROVISIONS

### 13

#### Modifications, Definition of

##### 1.1.1

#### Modifications to the Contract

1.1.1, 1.1.2, 2.5, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7, 10.3.2

#### Mutual Responsibility

### 6.2

#### Nonconforming Work, Acceptance of

9.6.6, 9.9.3, 12.3

Nonconforming Work, Rejection and Correction of  
2.4, 2.5, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4, 12.2

#### Notice

1.6, 1.6.1, 1.6.2, 2.1.2, 2.2.2., 2.2.3, 2.2.4, 2.5, 3.2.4, 3.3.1, 3.7.4, 3.7.5, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 7.4, 8.2.2, 9.6.8, 9.7, 9.10.1, 10.2.8, 10.3.2, 11.5, 12.2.2.1, 13.4.1, 13.4.2, 14.1, 14.2.2, 14.4.2, 15.1.3, 15.1.5, 15.1.6, 15.4.1

#### Notice of Cancellation or Expiration of Insurance

11.1.4, 11.2.3

#### Notice of Claims

1.6.2, 2.1.2, 3.7.4, 9.6.8, 10.2.8, 15.1.3, 15.1.5, 15.1.6, 15.2.8, 15.3.2, 15.4.1

#### Notice of Testing and Inspections

13.4.1, 13.4.2

#### Observations, Contractor's

3.2, 3.7.4

#### Occupancy

2.3.1, 9.6.6, 9.8

#### Orders, Written

1.1.1, 2.4, 3.9.2, 7, 8.2.2, 11.5, 12.1, 12.2.2.1, 13.4.2, 14.3.1

## OWNER

### 2

#### Owner, Definition of

##### 2.1.1

#### Owner, Evidence of Financial Arrangements

2.2, 13.2.2, 14.1.1.4

#### Owner, Information and Services Required of the

2.1.2, 2.2, 2.3, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4

#### Owner's Authority

1.5, 2.1.1, 2.3.32.4, 2.5, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2, 11.4, 11.5, 12.2.2, 12.3, 13.2.2, 14.3, 14.4, 15.2.7

#### Owner's Insurance

### 11.2

#### Owner's Relationship with Subcontractors

1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2

#### Owner's Right to Carry Out the Work

2.5, 14.2.2

#### Owner's Right to Clean Up

### 6.3

#### Owner's Right to Perform Construction and to Award Separate Contracts

### 6.1

#### Owner's Right to Stop the Work

### 2.4

#### Owner's Right to Suspend the Work

14.3

#### Owner's Right to Terminate the Contract

14.2, 14.4

#### Ownership and Use of Drawings, Specifications and Other Instruments of Service

1.1.1, 1.1.6, 1.1.7, 1.5, 2.3.6, 3.2.2, 3.11, 3.17, 4.2.12, 5.3

#### Partial Occupancy or Use

9.6.6, 9.9

#### Patching, Cutting and

3.14, 6.2.5

#### Patents

3.17

#### Payment, Applications for

4.2.5, 7.3.9, 9.2, 9.3, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1, 14.2.3, 14.2.4, 14.4.3

#### Payment, Certificates for

4.2.5, 4.2.9, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4

#### Payment, Failure of

9.5.1.3, 9.7, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2

#### Payment, Final

4.2.1, 4.2.9, 9.10, 12.3, 14.2.4, 14.4.3

#### Payment Bond, Performance Bond and

7.3.4.4, 9.6.7, 9.10.3, 11.1.2

#### Payments, Progress

9.3, 9.6, 9.8.5, 9.10.3, 14.2.3, 15.1.4

## PAYMENTS AND COMPLETION

### 9

#### Payments to Subcontractors

5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2

#### PCB

10.3.1

#### Performance Bond and Payment Bond

7.3.4.4, 9.6.7, 9.10.3, 11.1.2

#### Permits, Fees, Notices and Compliance with Laws

2.3.1, 3.7, 3.13, 7.3.4.4, 10.2.2

## PERSONS AND PROPERTY, PROTECTION OF

### 10

#### Polychlorinated Biphenyl

10.3.1

#### Product Data, Definition of

### 3.12.2

#### Product Data and Samples, Shop Drawings

3.11, 3.12, 4.2.7

#### Progress and Completion

4.2.2, 8.2, 9.8, 9.9.1, 14.1.4, 15.1.4

#### Progress Payments

9.3, 9.6, 9.8.5, 9.10.3, 14.2.3, 15.1.4

**Project, Definition of**

**1.1.4**

Project Representatives

4.2.10

**Property Insurance**

10.2.5, 11.2

**Proposal Requirements**

1.1.1

**PROTECTION OF PERSONS AND PROPERTY**  
**10**

Regulations and Laws

1.5, 2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1,  
10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14, 15.2.8, 15.4

Rejection of Work

4.2.6, 12.2.1

Releases and Waivers of Liens

9.3.1, 9.10.2

Representations

3.2.1, 3.5, 3.12.6, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.10.1

Representatives

2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.10, 13.2.1

Responsibility for Those Performing the Work

3.3.2, 3.18, 4.2.2, 4.2.3, 5.3, 6.1.3, 6.2, 6.3, 9.5.1, 10

Retainage

9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3

**Review of Contract Documents and Field**

**Conditions by Contractor**

3.2, 3.12.7, 6.1.3

Review of Contractor's Submittals by Owner and

Architect

3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2

Review of Shop Drawings, Product Data and Samples  
by Contractor

3.12

**Rights and Remedies**

1.1.2, 2.4, 2.5, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1,  
6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.1, 12.2.2,

12.2.4, 13.3, 14, 15.4

**Royalties, Patents and Copyrights**

3.17

Rules and Notices for Arbitration

15.4.1

**Safety of Persons and Property**

10.2, 10.4

**Safety Precautions and Programs**

3.3.1, 4.2.2, 4.2.7, 5.3, 10.1, 10.2, 10.4

**Samples, Definition of**

3.12.3

**Samples, Shop Drawings, Product Data and**

3.11, 3.12, 4.2.7

**Samples at the Site, Documents and**

3.11

**Schedule of Values**

9.2, 9.3.1

Schedules, Construction

3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2

Separate Contracts and Contractors

1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2

**Separate Contractors, Definition of**

6.1.1

**Shop Drawings, Definition of**

3.12.1

**Shop Drawings, Product Data and Samples**

3.11, 3.12, 4.2.7

**Site, Use of**

3.13, 6.1.1, 6.2.1

Site Inspections

3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.9.2, 9.4.2, 9.10.1, 13.4

Site Visits, Architect's

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4

Special Inspections and Testing

4.2.6, 12.2.1, 13.4

**Specifications, Definition of**

1.1.6

**Specifications**

1.1.1, 1.1.6, 1.2.2, 1.5, 3.12.10, 3.17, 4.2.14

Statute of Limitations

15.1.2, 15.4.1.1

Stopping the Work

2.2.2, 2.4, 9.7, 10.3, 14.1

Stored Materials

6.2.1, 9.3.2, 10.2.1.2, 10.2.4

**Subcontractor, Definition of**

5.1.1

**SUBCONTRACTORS**

5

Subcontractors, Work by

1.2.2, 3.3.2, 3.12.1, 3.18, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2,  
9.6.7

**Subcontractual Relations**

5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1

Submittals

3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.4, 9.2, 9.3, 9.8,  
9.9.1, 9.10.2, 9.10.3

Submittal Schedule

3.10.2, 3.12.5, 4.2.7

**Subrogation, Waivers of**

6.1.1, 11.3

**Substances, Hazardous**

10.3

**Substantial Completion**

4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2,  
15.1.2

**Substantial Completion, Definition of**

9.8.1

Substitution of Subcontractors

5.2.3, 5.2.4

Substitution of Architect

2.3.3

Substitutions of Materials

3.4.2, 3.5, 7.3.8

**Sub-subcontractor, Definition of**

5.1.2

Init.

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Subsurface Conditions  
3.7.4

**Successors and Assigns**  
**13.2**

**Superintendent**  
3.9, 10.2.6

**Supervision and Construction Procedures**  
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.4

**Suppliers**  
1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.5.4, 9.6, 9.10.5, 14.2.1

**Surety**  
5.4.1.2, 9.6.8, 9.8.5, 9.10.2, 9.10.3, 11.1.2, 14.2.2, 15.2.7

**Surety, Consent of**  
9.8.5, 9.10.2, 9.10.3

**Surveys**  
1.1.7, 2.3.4

**Suspension by the Owner for Convenience**  
**14.3**

Suspension of the Work  
3.7.5, 5.4.2, 14.3

Suspension or Termination of the Contract  
5.4.1.1, 14

**Taxes**  
3.6, 3.8.2.1, 7.3.4.4

**Termination by the Contractor**  
**14.1**, 15.1.7

**Termination by the Owner for Cause**  
5.4.1.1, **14.2**, 15.1.7

**Termination by the Owner for Convenience**  
**14.4**

Termination of the Architect  
2.3.3

Termination of the Contractor Employment  
14.2.2

## **TERMINATION OR SUSPENSION OF THE CONTRACT**

### **14**

#### **Tests and Inspections**

3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 10.3.2, 12.2.1, **13.4**

#### **TIME**

### **8**

#### **Time, Delays and Extensions of**

3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, **8.3**, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5

#### **Time Limits**

2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2, 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15.1.2, 15.1.3, 15.4

#### **Time Limits on Claims**

3.7.4, 10.2.8, 15.1.2, 15.1.3

#### **Title to Work**

9.3.2, 9.3.3

## **UNCOVERING AND CORRECTION OF WORK**

### **Uncovering of Work**

#### **12.1**

Unforeseen Conditions, Concealed or Unknown

3.7.4, 8.3.1, 10.3

#### **Unit Prices**

7.3.3.2, 9.1.2

#### **Use of Documents**

1.1.1, 1.5, 2.3.6, 3.12.6, 5.3

#### **Use of Site**

**3.13**, 6.1.1, 6.2.1

#### **Values, Schedule of**

**9.2**, 9.3.1

Waiver of Claims by the Architect

13.3.2

Waiver of Claims by the Contractor

9.10.5, 13.3.2, **15.1.7**

Waiver of Claims by the Owner

9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.3.2, 14.2.4, **15.1.7**

Waiver of Consequential Damages

14.2.4, 15.1.7

Waiver of Liens

9.3, 9.10.2, 9.10.4

#### **Waivers of Subrogation**

6.1.1, **11.3**

#### **Warranty**

**3.5**, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.2, 9.10.4, 12.2.2, 15.1.2

#### **Weather Delays**

8.3, 15.1.6.2

#### **Work, Definition of**

##### **1.1.3**

Written Consent

1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.10.3, 13.2, 13.3.2, 15.4.4.2

Written Interpretations

4.2.11, 4.2.12

Written Orders

1.1.1, 2.4, 3.9, 7, 8.2.2, 12.1, 12.2, 13.4.2, 14.3.1

## ARTICLE 1 GENERAL PROVISIONS

### § 1.1 Basic Definitions

#### § 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement and its attached Exhibits, these General Conditions of the Contract, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

#### § 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner

and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor.

### **§ 1.1.3 The Work**

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

### **§ 1.1.4 The Project**

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

### **§ 1.1.5 The Drawings**

The Drawings are those drawings referenced in Exhibit D attached to the Agreement and are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

### **§ 1.1.6 The Specifications**

The Specifications are referenced in Exhibit C and consist of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

### **§ 1.1.7 Instruments of Service**

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements with Owner or by Contractor pursuant to Section 3.12.10 below. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

### **§ 1.1.8 Initial Decision Maker**

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

## **§ 1.2 Correlation and Intent of the Contract Documents**

**§ 1.2.1** The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. Subject to Article 1 of the Agreement, the Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

**§ 1.2.1.1** The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

**§ 1.2.2** Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

**§ 1.2.3** Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

## **§ 1.3 Capitalization**

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

#### **§ 1.4 Interpretation**

In the interest of brevity the Contract Documents frequently omit articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

#### **§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service**

**§ 1.5.1** The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. Except as otherwise provided in the Contract Documents, the Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

**§ 1.5.2** The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. Except as otherwise provided in the Contract Documents, the Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

**§ 1.5.3** All drawings, specifications and other documents and electronic data furnished by Contractor to Owner under this Agreement are also deemed to be Instruments of Service and Contractor shall retain the ownership and property interests therein, including but not limited to any intellectual property rights, copyrights and/or patents.

#### **§ 1.6 Notice**

**§ 1.6.1** Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed in a written weekly update from Contractor and shall be deemed to have been duly served if delivered in person, by mail, by courier, by reputable overnight carrier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

**§ 1.6.2** Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery or other method listed above.

#### **§ 1.7 Digital Data Use and Transmission**

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

#### **§ 1.8 Building Information Models Use and Reliance**

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

### **ARTICLE 2 OWNER**

#### **§ 2.1 General**

**§ 2.1.1** The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner has designated in Section 1.1.8 of the A133 a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means

the Owner or the Owner's authorized representative.

**§ 2.1.2** The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

## **§ 2.2 Evidence of the Owner's Financial Arrangements**

**§ 2.2.1** Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

**§ 2.2.2** Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

**§ 2.2.3** After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

**§ 2.2.4** Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

## **§ 2.3 Information and Services Required of the Owner**

**§ 2.3.1** The Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

**§ 2.3.2** The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

**§ 2.3.3** If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

**§ 2.3.4** The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site, as well as geotechnical studies, including soil borings, describing the subsurface conditions. To the extent available, the Owner shall also furnish record drawings and as-builts of any existing structures located on the site, as well as environmental studies, reports and impact statements describing the environmental conditions, including hazardous conditions, in existence at the site whether performed before or after execution of this Agreement. The Owner shall provide the Contractor with a Phase 1 environmental report and an all-clear report for lead and asbestos (if applicable) before the Contractor is required to commence construction. The Contractor's failure to affirmatively request such documentation shall not release the Owner for any responsibility associated with the failure to obtain or provide the same to the Contractor. The Contractor shall be

entitled to rely on the accuracy, adequacy and completeness of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

**§ 2.3.5** The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services. The Owner shall not unreasonably delay the Work in providing such information or services.

**§ 2.3.6** Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

**§ 2.3.7** To the extent the Architect is involved as a consultant for Owner in connection with this Agreement, or is otherwise fulfilling those functions set forth herein, Owner will cause Architect to respond and participate in good faith, and within time frames required by the progress of the Work.

#### **§ 2.4 Owner's Right to Stop the Work**

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

#### **§ 2.5 Owner's Right to Carry Out the Work**

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

### **ARTICLE 3 CONTRACTOR**

#### **§ 3.1 General**

**§ 3.1.1** The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor has designated in Section 1.1.12 in A133 a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract.

**§ 3.1.2** The Contractor shall perform the Work in accordance with the Contract Documents.

**§ 3.1.3** Except as otherwise provided in the Contract Documents, the Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

**§ 3.1.4** Except for Contractor's design responsibilities expressly provided for in this Agreement, Contractor is not responsible in for any errors or omissions arising out of the professional services performed by the Architect or other design professionals, whether through indemnity or otherwise. To the extent Contractor provides any incidental services, construction consulting, or value engineering, the Owner acknowledges that such services are advisory and are not professional design services (except for Contractor's design responsibilities expressly provided for in this Agreement). Owner acknowledges that Contractor is performing under this Agreement as a general contractor and not as a design-builder.

### **§ 3.2 Review of Contract Documents and Field Conditions by Contractor**

**§ 3.2.1** Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

**§ 3.2.2** Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

**§ 3.2.3** The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

**§ 3.2.4** If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15.

### **§ 3.3 Supervision and Construction Procedures**

**§ 3.3.1** The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work. Contractor will propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

**§ 3.3.2** The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

**§ 3.3.3** The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

### **§ 3.4 Labor and Materials**

**§ 3.4.1** Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work, to the extent required in the Outline Specifications attached hereto as Exhibit C.

**§ 3.4.2** Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent

of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

**§ 3.4.3** The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

### **§ 3.5 Warranty**

**§ 3.5.1** The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for Work performed in accordance with the Contract Documents and damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

**THIS WARRANTY AND THE SECTION 12.2. REPAIR OBLIGATION IS OWNER'S SOLE AND EXCLUSIVE WARRANTY AND ALL OTHER IMPLIED WARRANTIES IN LAW OR EQUITY ARE HEREBY DISCLAIMED BY CONTRACTOR. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.**

**§ 3.5.2** All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

**§ 3.5.3** With respect to any equipment provided by the Owner and installed by the Contractor (the "Owner Equipment"), the Contractor's warranty specified in this Section 3.5 shall apply to the labor performed by the Contractor and shall not apply to the Owner Equipment. The Owner shall be responsible for obtaining any desired warranties from the manufacturer or other third party for such Owner Equipment.

### **§ 3.6 Taxes**

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

**Sales Tax Exemption: Owner and Contractor acknowledge and agree that the Contract Price is based on the assumption that all materials purchased in connection with the Work will be exempt from sales tax. If for any reason the anticipated sales tax exemption status is not available, the Guaranteed Maximum Price shall be increased by Change Order by the amount of additional sales tax payable in connection with the Work, which cost shall be the responsibility of the Owner. The parties acknowledge and agree that (i) Owner has provided or shall on or before full execution of this Agreement furnish Contractor with a tax exemption certificate applicable to the purchase of materials in connection with the Work; and (ii) the Contract Price does not include sales, consumer, or use taxes that would otherwise be payable.**

### **§ 3.7 Permits, Fees, Notices and Compliance with Laws**

**§ 3.7.1** Unless otherwise provided in the Contract Documents, the Owner shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

**§ 3.7.2** The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

**§ 3.7.3** If the Contractor performs Work that it knows to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

**§ 3.7.4 Concealed or Unknown Conditions**

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect or Owner will promptly investigate such conditions and, if conditions differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, an equitable adjustment shall be made in the Contract Sum or Contract Time, or both. If the conditions at the site are not materially different from those indicated in the Contract Documents then no change in the terms of the Contract is justified. If Contractor disputes the finding, then Contractor may submit a Claim as provided in Article 15.

**§ 3.7.5** If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

**§ 3.8 Allowances**

**§ 3.8.1** The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

**§ 3.8.2** Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover costs for unloading and handling at the site, labor and installation, the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's profit and overhead shall be included in the Contract Sum but not in the allowances where the Contract Sum is based on a Guaranteed Maximum Price; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

**§ 3.8.3** Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

**§ 3.9 Superintendent**

**§ 3.9.1** The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall not represent the Contractor, or have the authority to bind the Contractor.

**§ 3.9.2** The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

**§ 3.9.3** The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

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**§ 3.10 Contractor's Construction and Submittal Schedules**

**§ 3.10.1** The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project. The parties agree that the Contractor may re-sequence the Work as necessary, in its sole judgement, to complete the Work in accordance with the scheduled milestone dates expressly set forth in the Agreement and the Scheduled Substantial Completion Date.

**§ 3.10.2** The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time (not to exceed 10 days) to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time unless the Architect's approval exceeds ten (10) working days.

**§ 3.10.3** The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

**§ 3.11 Documents and Samples at the Site**

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

**§ 3.12 Shop Drawings, Product Data and Samples**

**§ 3.12.1** Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

**§ 3.12.2** Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

**§ 3.12.3** Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

**§ 3.12.4** Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

**§ 3.12.5** The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

**§ 3.12.6** By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed them and (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the

information contained within such submittals with the requirements of the Work and of the Contract Documents.

**§ 3.12.7** The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

**§ 3.12.8** The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

**§ 3.12.9** The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

**§ 3.12.10** The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

**§ 3.12.10.1** If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Contractor shall not be responsible for the adequacy, accuracy, or performance and design criteria, specified in the Contract Documents.

**§ 3.12.10.2** If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

### **§ 3.13 Use of Site**

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

### **§ 3.14 Cutting and Patching**

**§ 3.14.1** The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

**§ 3.14.2** The Contractor shall not damage or endanger a portion of the Work or fully or partially completed

construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

### **§ 3.15 Cleaning Up**

**§ 3.15.1** The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

**§ 3.15.2** If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

### **§ 3.16 Access to Work**

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

### **§ 3.17 Royalties, Patents and Copyrights**

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

### **§ 3.18 Indemnification**

**§ 3.18.1** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and its employees from and against claims from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

**§ 3.18.2** In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

**§ 3.18.3** To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, and its employees from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Owner, Architect, engineer, and consultant, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

## **ARTICLE 4 ARCHITECT**

### **§ 4.1 General**

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**§ 4.1.1** The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

**§ 4.1.2** Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

#### **§ 4.2 Administration of the Contract**

**§ 4.2.1** The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

**§ 4.2.2** The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

**§ 4.2.3** On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

#### **§ 4.2.4 Communications**

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

**§ 4.2.5** Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

**§ 4.2.6** The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

**§ 4.2.7** The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, within ten (10) days. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific

item shall not indicate approval of an assembly of which the item is a component.

**§ 4.2.8** The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

**§ 4.2.9** The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

**§ 4.2.10** If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

**§ 4.2.11** The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise within ten (10) days .

**§ 4.2.12** Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

**§ 4.2.13** The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

**§ 4.2.14** The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within ten (10) days), with the exception of a request related to the critical path, which shall be responded to immediately by Architect. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

## **ARTICLE 5 SUBCONTRACTORS**

### **§ 5.1 Definitions**

**§ 5.1.1** A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

**§ 5.1.2** A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

### **§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work**

**§ 5.2.1** Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 7-day period shall constitute notice of no reasonable objection.

**§ 5.2.2** The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

**§ 5.2.3** If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but

rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

### § 5.3 Intentionally Omitted

### § 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

## ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

### § 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them so long as such cooperation does not adversely impact Contractor's ability to complete the Work as and when required by the Contract Documents. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.1.5 In addition, Owner shall use commercially reasonable efforts to require Separate Contractors to name Contractor as an Additional Insured on their Commercial General Liability, Auto, and Excess (umbrella) policies of insurance.

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## **§ 6.2 Mutual Responsibility**

**§ 6.2.1** The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

**§ 6.2.2** If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

**§ 6.2.3** The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

**§ 6.2.4** The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

**§ 6.2.5** The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

## **§ 6.3 Owner's Right to Clean Up**

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

## **ARTICLE 7 CHANGES IN THE WORK**

### **§ 7.1 General**

**§ 7.1.1** Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

**§ 7.1.2** A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

**§ 7.1.3** Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

### **§ 7.2 Change Orders**

**§ 7.2.1** A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

### **§ 7.3 Construction Change Directives**

**§ 7.3.1** A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly. "Within the general scope of the Contract" means that the change in the Work will not adversely impact the time required to perform the Work and does not involve changes in the Work

with a value in excess of \$5,000.00.

**§ 7.3.2** A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

**§ 7.3.3** If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

**§ 7.3.4** If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 may include the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change;
- .5 Costs of supervision and field office personnel directly attributable to the change; and
- .6 General Conditions and General Requirements attributable to the change.

The Architect's determination, as specified above, shall not be less than the actual costs expended by the Contractor in performing the changed Work. If the Architect's determination is believed by the Contractor to be less than its actual costs (incurred or projected) in performing the Work, the Contractor may initiate dispute resolution procedures pursuant to Article 15.

**§ 7.3.5** If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

**§ 7.3.6** Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

**§ 7.3.7** A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

**§ 7.3.8** The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

**§ 7.3.9** Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request and shall be entitled to payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's

professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Intentionally Omitted.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion shall be determined in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined. The term "Working Day" shall mean any Day other than a Saturday, Sunday, or holiday, or on which banks close for all or any part of a Day. If a deadline or other contract date falls on a Saturday, Sunday, or holiday on which banks close, the date extends through the end of the next day that is not a Saturday, Sunday, or holiday on which banks close.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work, subject however, to the terms in Section 8.3.1 herein.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner (including suspension of the Work by Owner for any reason) or Architect, of an employee of either, or of a Separate Contractor, or action or inaction by any governmental, quasi-governmental entity or public or private utility (including delays in issuing permits); (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, supply chain disruptions, labor or material shortages, region-wide material or fuel shortages, epidemics, pandemics, unavoidable casualties, adverse weather conditions or adverse weather-related site conditions for more than forty (40) Working Days during the construction period which prevent progress in the Work documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor and Owner agree may justify delay ("Excused Delay"), then the Contract Time shall be extended by Change Order for such reasonable time as is necessary to compensate for the delay, but no less than working day for working day. Holidays (on a look ahead basis) shall be accounted for in calculating the impact of any Excused Delay on the time required to compensate for any such Excused Delay. If the Contract Time is extended due to one or more Excused Delays, Contractor shall be entitled to collect additional General Condition Costs during such extended period.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

**§ 9.1.1** The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

**§ 9.1.2** If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

**§ 9.2 Schedule of Values**

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

**§ 9.3 Applications for Payment**

**§ 9.3.1** At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by submit unconditional lien waivers from Construction Manager and those Subcontractors who received payment in excess of \$25,000.00 in connection with disbursements that took place sixty (60) days prior to the current month's Application for Payment.

**§ 9.3.1.1** As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

**§ 9.3.1.2** Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

**§ 9.3.2** Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

**§ 9.3.3** The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

**§ 9.4 Certificates for Payment**

**§ 9.4.1** The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

**§ 9.4.2** The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the

Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

#### **§ 9.5 Decisions to Withhold Certification**

**§ 9.5.1** The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be reasonably necessary to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment after having received such payment from Owner;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 uninsured damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

**§ 9.5.2** When either party disputes the Architect's decision regarding a Certificate of Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

**§ 9.5.3** When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

**§ 9.5.4** If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered, after having received such payment from Owner. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

**§ 9.5.5** Notwithstanding anything to the contrary in the Contract Documents, if Owner withholds amounts, or by its actions or inaction materially adversely impacts the Contract Time or causes an aggregate impact on amounts due to the Contractor of, more than \$ 250,000 at any time during performance of the Work, and Contractor disputes such withholding or (in)action in good faith, Contractor shall have the right to suspend performance under the Contract until such Claim is resolved.

#### **§ 9.6 Progress Payments**

**§ 9.6.1** After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. Owner acknowledges and agrees that delivery of properly executed lien waivers as contemplated in Section 9.3.1 herein shall be deemed to satisfy this requirement. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 If (i) the Owner has fulfilled its payment obligations under the Contract Documents and (ii) Contractor fails to provide a statutory or other bond over mechanic's liens (or other security reasonably acceptable to Owner) as required below, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim, and provided the lien is not the result of Owner's having failed to pay Contractor amounts due under the Agreement, the Owner shall notify the Contractor, and Contractor shall diligently pursue the removal of such lien claim by posting a statutory or other bond over mechanic's liens (or other security reasonably acceptable to Owner) within ten (10) days after receipt of Owner's notice. Notwithstanding anything to the contrary in the foregoing, if the Contractor provides the Owner with a lien bond (or other security reasonably acceptable to Owner) sufficient to cover mechanics' liens filed by any Subcontractor (of any tier), the Owner shall not withhold payment as set forth in Section 9.5.1 herein.

#### § 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

#### § 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy and begin commissioning of the Work and train its staff for the Work's intended use.

**§ 9.8.2** When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment ("Punch List"). Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

**§ 9.8.3** Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

**§ 9.8.4** When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

**§ 9.8.5** The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for the Punch List holdback.

#### **§ 9.9 Partial Occupancy or Use**

**§ 9.9.1** The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

**§ 9.9.2** Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

**§ 9.9.3** Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

#### **§ 9.10 Final Completion and Final Payment**

**§ 9.10.1** Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

**§ 9.10.2** Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by

Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

**§ 9.10.3** If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

**§ 9.10.4** The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

**§ 9.10.5** Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

## **ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY**

### **§ 10.1 Safety Precautions and Programs**

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

### **§ 10.2 Safety of Persons and Property**

**§ 10.2.1** The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

*(Paragraph deleted)*

**§ 10.2.2** The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

**§ 10.2.3** The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the

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safeguards.  
(Paragraphs deleted)

**§ 10.2.4** When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

**§ 10.2.5** The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3, to the extent caused by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable ("Contractor Parties") and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. Damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, or anyone other than the Contractor Parties is excluded from this obligation.

**§ 10.2.6** The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.  
(Paragraphs deleted)

**§ 10.2.7** The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

**§ 10.2.8 Injury or Damage to Person or Property**

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

(Paragraphs deleted)

**§ 10.3 Hazardous Materials and Substances**

**§ 10.3.1** The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

(Paragraphs deleted)

**§ 10.3.2** Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection.

When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

**§ 10.3.3** To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property

(other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

*(Paragraphs deleted)*

**§ 10.3.4** The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

*(Paragraphs deleted)*

**§ 10.3.5** The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

**§ 10.3.6** If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

*(Paragraphs deleted)*

**§ 10.3.7** The Contract Sum and Contract Time shall be increased if additional costs and/or delays are incurred by Contractor in connection with any contamination or any recognized environmental condition, and hazardous, dangerous, toxic materials, or if any remains or features as discussed in Section 3.7.5 are encountered, in connection with the Work.

*(Paragraphs deleted)*

#### **§ 10.4 Emergencies**

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

### **ARTICLE 11 INSURANCE AND BONDS**

*(Paragraph deleted)*

#### **§ 11.1 Contractor's Insurance and Bonds**

*(Paragraphs deleted)*

**§ 11.1.1** The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner shall be named as an additional insured under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

*(Paragraph deleted)*

**§ 11.1.2** Intentionally Omitted.

**§ 11.1.3** Intentionally Omitted..

*(Paragraphs deleted)*

**§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

*(Paragraph deleted)*

#### **§ 11.2 Owner's Insurance**

*(Paragraphs deleted)*

**§ 11.2.1** The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

*(Paragraph deleted)*

**§ 11.2.2 Failure to Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

*(Paragraphs deleted)*

**§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance.** Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

*(Paragraphs deleted)*

### **§ 11.3 Waivers of Subrogation**

*(Paragraph deleted)*

**§ 11.3.1** Notwithstanding anything to the contrary herein, Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

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*(Paragraphs deleted)* § 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

#### **§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance**

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

#### **§ 11.5 Adjustment and Settlement of Insured Loss**

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner and Contractor for the benefit of the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

To the extent inconsistent, the Insurance Requirement set forth in Exhibit A shall govern over any inconsistent terms contained in this Article 11.

### **ARTICLE 12 UNCOVERING AND CORRECTION OF WORK**

#### **§ 12.1 Uncovering of Work**

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense unless

the condition was caused by the Owner or a Separate Contractor in which the Owner shall be responsible for payment of such costs.

**§ 12.2 Correction of Work**

**§ 12.2.1 Before Substantial Completion**

The Contractor shall promptly correct Work properly rejected by the Architect for failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

**§ 12.2.2 After Substantial Completion**

**§ 12.2.2.1** In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents (not due to abuse, misuse, ordinary wear and tear, or modifications not made by Contractor), the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition.

During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

**§ 12.2.2.2** The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

**§ 12.2.2.3** The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

**§ 12.2.3** The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

**§ 12.2.4** The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

**§ 12.2.5** Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

**§ 12.3 Acceptance of Nonconforming Work**

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

**ARTICLE 13 MISCELLANEOUS PROVISIONS**

**§ 13.1 Governing Law**

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice

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of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

### **§ 13.2 Successors and Assigns**

**§ 13.2.1** The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

**§ 13.2.2** The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

### **§ 13.3 Rights and Remedies**

**§ 13.3.1** Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

**§ 13.3.2** No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

### **§ 13.4 Tests and Inspections**

**§ 13.4.1** Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and the Owner shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall also bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

**§ 13.4.2** If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

**§ 13.4.3** If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

**§ 13.4.4** Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

**§ 13.4.5** If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

**§ 13.4.6** Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

### **§ 13.5 Interest**

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where

the Project is located.

## **ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT**

### **§ 14.1 Termination by the Contractor**

**§ 14.1.1** The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

**§ 14.1.2** The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 60 days during the Contract Time.

**§ 14.1.3** If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

**§ 14.1.4** If the Work is stopped for a period of 60 days in the aggregate through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

### **§ 14.2 Termination by the Owner for Cause**

**§ 14.2.1** The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers after Contractor's receipt of payment for same from Owner;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

**§ 14.2.2** When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, and Contractor has not commenced and diligently pursued a cure to such default before expiration of the such seven (7) day period terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

**§ 14.2.3** When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

**§ 14.2.4** If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not

expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

**§ 14.3 Suspension by the Owner for Convenience**

**§ 14.3.1** The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

**§ 14.3.2** The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

**§ 14.4 Termination by the Owner for Convenience**

**§ 14.4.1** The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

**§ 14.4.2** Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

**§ 14.4.3** In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

**ARTICLE 15 CLAIMS AND DISPUTES**

**§ 15.1 Claims**

**§ 15.1.1 Definition**

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. Notwithstanding anything to the contrary in the Contract Documents, this Section 15.1.1 does not require Contractor to make a Claim after it has provided Owner with written notice of additional costs or time incurred or a request for or proposed Change Order in connection with the same.

**§ 15.1.2 Time Limits on Claims**

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

**§ 15.1.3 Notice of Claims**

**§ 15.1.3.1** Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Except as otherwise set forth in Sections 15.1.3.2, 15.1.5, and 15.1.6, claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party within 30 days. In such event, no decision by the Initial Decision Maker is required.

#### § 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

*(Paragraphs deleted)*

#### § 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum other than for Change Order as provided elsewhere in the Contract Documents, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

#### § 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, a proposed Change Order or other written notice in accordance with Section 1.6 herein shall be given. The Contractor's Claim shall include a preliminary estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions had an adverse effect on the progress of the Work as further provided in Section 8.3.1.

#### § 15.1.7 Waiver of Claims for Consequential Damages

Notwithstanding anything to the contrary in the Contract Documents, the Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

*(Paragraph deleted)*

§ 15.1.8 **Attorney's Fees and Dispute Resolution Costs.** The prevailing party in such dispute, claim, or controversy shall be entitled to receive from the non-prevailing party all of its reasonable costs and expenses incurred in connection with such litigation, arbitration, or other binding dispute resolution procedure, including reasonable attorneys' fees, filing fees, expert witness fees, discovery expenses, and any other reasonable costs incurred in prosecuting or defending such dispute, claim, or controversy. The "prevailing party" shall be determined by reviewing the Claims resolved at litigation or arbitration (and shall not include Claims resolved prior to the taking of evidence at the hearings), considering the quantum of the Claims being prosecuted and defended, and then determining which party achieved the greater success by quantifying the amounts awarded the party recovering damages and comparing same with the amounts that the party paying damages saved (i.e., the damages actually awarded versus those that were claimed). **IN THE EVENT THAT A DISPUTE IS LITIGATED, BOTH PARTIES AGREE TO WAIVE THEIR RIGHT TO A TRIAL BY JURY. ALL SUCH MATTERS WILL BE HEARD BEFORE A JUDGE.**

*(Paragraph deleted)*

#### § 15.2 Initial Decision

**§ 15.2.1** Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5 or as otherwise provided in Section 12.1.1 of the A133, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

**§ 15.2.2** The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

**§ 15.2.3** In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

*(Paragraph deleted)*

**§ 15.2.4** If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

**§ 15.2.5** The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall not be final or binding on the parties.

*(Paragraph deleted)*

**§ 15.2.6** Either party may file for mediation of an initial decision at any time

*(Paragraph deleted)*

*(Paragraph deleted)*

**§ 15.2.7** In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

**§ 15.2.8** If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

*(Paragraph deleted)*

### **§ 15.3 Mediation**

*(Paragraphs deleted)*

**§ 15.3.1** Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

**§ 15.3.2** The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request

may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

*(Paragraph deleted)*

**§ 15.3.3** Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

*(Paragraphs deleted)*

**§ 15.3.4** The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

*(Paragraph deleted)*

#### **§ 15.4 Arbitration**

*(Paragraphs deleted)*

**§ 15.4.1** If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration.

**§ 15.4.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

*(Paragraphs deleted)*

**§ 15.4.2** The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

*(Paragraph deleted)*

**§ 15.4.3** The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

#### **§ 15.4.4 Consolidation or Joinder**

*(Paragraphs deleted)*

**§ 15.4.4.1** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

*(Paragraph deleted)*

**§ 15.4.4.2** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

*(Paragraphs deleted)*

**§ 15.4.4.3** The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

*(Paragraphs deleted)*