**Bellevue City Council Meeting +++Amended Agenda+++**
Tuesday, August 6, 2024 6:00 PM
Bellevue City Hall
1500 Wall Street
Bellevue, NE 68005

1. PLEDGE OF ALLEGIANCE
2. INVOCATION - Pastor Walter Hooker, 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. * Approval of July 16, 2024 City Council Minutes.
        2. * Acknowledge receipt of July 25, 2024 Planning Commission Minutes.
        3. **+++*** Acknowledge receipt and acceptance of the Election Certificates. (Last page removed - not part of this item)
6. APPROVAL OF CLAIMS.
7. SPECIAL PRESENTATIONS: NONE
8. ORGANIZATIONAL MATTERS: NONE
9. APPROVED CITIZEN COMMUNICATION: NONE
10. LIQUOR LICENSES: NONE
11. ORDINANCES FOR ADOPTION (3rd reading): NONE
12. ORDINANCES FOR PUBLIC HEARING (2nd reading):
    a. Ordinance No. 4158: Request to rezone Lots 1 and 2, Walnut Grove Estates Replat 1, being a replat of Lot 2, Walnut Grove Estates, from AG to RE for the purpose of single-family residential development. Applicant: Eric Carlson. General location: 5007 Platteview Rd. (Planning Director)
        1. Request to small subdivision plat Lots 1 and 2, Walnut Grove Estates Replat 1.
        2. Request for a waiver of Section 6-4, Subdivision Regulations, regarding street design standards.
    b. Ordinance No. 4159: Request to rezone Lots 1 and 2, Waldruh Replat No. 7, from RD-60-PS and RS-84-PS to RD-60-PS and RS-84-PS for the purpose of a lot line adjustment. Applicant: Lawrence T. Butler. General location: 505 Waldruh Drive. (Planning Director)
        1. Request to small subdivision plat Lots 1 and 2, Waldruh Replat No. 7.
    c. Ordinance. No. 4160: Request to rezone Lot 11, Childs Estates Acres, from RD-60 to RG-28 for the purpose of multi-family residential development. Applicant: Bellevue Housing Authority. General location: 8301 S 9th Street. (Planning Director)
    d. Ordinance No. 4161: Request to rezone Lot 29, Dee's Addition to South Omaha, from RS-84 to RG-20 for the purpose of multi-family residential development. Applicant: Housing Foundation for Sarpy County. General location: 2713 Edwards Street. (Planning Director) (Withdrawn by Applicant)
13. ORDINANCES FOR INTRODUCTION (1st reading): NONE
14. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:
    a. Public hearing to obtain citizen input on the Community Development Block Grant (CDBG) 2024-2028 Consolidated Plan including the 2024 Action Plan with proposed funding recommendations. (Finance Director/CDBG Program Specialist)
        1. Approve and authorize the Mayor to sign the 2024-2028 Consolidated Plan and 2024

Action Plan including Resolution No. 2024-19 adopting the 2024-2028 Consolidated Plan and 2024 Action Plan including proposed funding recommendation for FY 2024-2025, Application for Federal Assistance SF-424/424D, and the CDBG Entitlement Certifications and authorize the Mayor to submit the plans to the U.S. Department of Housing and Urban Development. (Finance Director/CDBG Program Specialist)

15. RESOLUTIONS:

a. **+++** Resolution No. 2024-18: Approve and authorize the Mayor to sign the Amended Management Services Agreement with ARM. (Finance Director) (Cover Sheet Signed)

b. **+++** Resolution No. 2024-20: Authorizing the Mayor to sign an Agreement with the Nebraska Department of Transportation (NDOT) for the Fort Crook Road Bridge Preliminary Engineering Services Agreement with JEO Consulting Group, in an amount not to exceed $110,000.00 and authorize the Mayor to sign. (Public Works Director) (New Agenda Item)

16. CURRENT BUSINESS:

a. Approve and authorize the Mayor to sign the amendment extending the CDBG subrecipient agreement with the Bellevue Volunteer Fire Department for the Facility Upgrade Project II, in an amount not to exceed $40,069.00. (Finance Director/CDBG)

b. Approve and authorize the Mayor to sign the Third Addendum to the DMV Lease Agreement for the property located at 14402 Harlan Lewis Road for two years ending April 30, 2026. (City Administrator)

c. Approve final payment application in the amount of $412,373.34, approve Final Change Order in the amount of $183,482.68, and approve project as substantially complete, and accept final project quantities for 2021 New South Lift Station, Brown River Lift Station Improvement and Force Main Project. (Public Works Director)

d. Approve Lease Agreement of parking area on City ROW adjacent to 1313 Harlan Drive with Chuck Headley. (Public Works Director)

e. Approve the purchase of a new eXMark Lazer 60" mower for Parks Department, not to exceed the amount of $11,000.00. (Public Works Director)

f. **+++** Approve and authorize the Mayor to sign the Proposal with included documentation with MCL Construction as Construction Manager at Risk for the Bellevue City Water Park, in an amount not to exceed $4,501,238.00. (Economic and Community Development Director) (New Agenda Item)

g. **+++** Approval of the Redevelopment Agreement and Redevelopment Promissory Note, allowing up to $4,000.00 plus accrued interest, to offset TIF eligible expenses, for Franklin Flats, LLC Redevelopment Project located on Tax Lot 2, Bellevue Replat Three - Commonly known as 2009 Franklin Street and authorize the Mayor to sign. (City Clerk) (New Agenda Item)

h. **+++** Take action on and notice of settlement of claim by former City employee, Alicia Robbins. (Legal) (New Agenda Item/No Attachments)

17. ADMINISTRATION REPORTS: Comments must be limited to items on the current Reports **(July report is attached to packet)**

18. CLOSED SESSION:

a. **+++** Discussion of proposed settlement of claims brought by former City employee, Alicia Robbins. (Legal)

19. ADJOURNMENT

# MINUTE RECORD

*5b1.
8/6/2024



A regular meeting of the Mayor and Council of the City of Bellevue was called to order by Mayor Rusty Hike at the Bellevue City Hall on the 16th of July at 6:00 p.m. Present were Council Members Rich Casey, Paul Cook, Jerry McCaw, Don Preister, and Thomas Burns. Absent: Kathy Welch.

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

Notice of this meeting was given in advance thereof by publication in the Sarpy County Times and posted in two public places, 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 Bryan Rice, Christ the King Lutheran Church, 7308 South 42nd Street, provided the invocation.

**OPEN MEETINGS ACT**

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

**APPROVAL OF THE AGENDA:**

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

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

**APPROVAL OF THE CONSENT AGENDA:**

Cook requested to remove Item 16a. from the consent agenda.

**Motion** was made by Cook, seconded by Preister, to approve the consent agenda after removing 16a.

Consent agenda included the following items: Acknowledge receipt of June 11, 2024 Tree Board Minutes; Acknowledge receipt of June 27, 2024 Planning Commission Minutes; Approval of July 2, 2024 City Council Minutes; and Approval of Claims.

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

**SPECIAL PRESENTATIONS: NONE**

**ORGANIZATIONAL MATTERS: NONE**

**APPROVED CITIZEN COMMUNICATION: NONE**

**LIQUOR LICENSES: NONE**

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

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

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

**Ordinance No. 4158: Request to rezone Lots 1 and 2, Walnut Grove Estates Replat 1, being a replat of Lot 2, Walnut Grove Estates, from AG to RE for the purpose of single-family residential development. Applicant: Eric Carlson. General location: 5007 Platteview Rd**. (Planning Director)

Ordinance No. 4158: An ordinance to amend the official zoning map of the City of Bellevue, Nebraska, as provided for by Article 3 of Ordinance No. 4146 by changing the zone classification of land located at or about 5007 Platteview Road, more particularly described in Section 1 of the ordinance and to provide an effective date was read by the title for the first time.

Mayor Hike stated the second reading and public hearing will be held August 6, 2024.

**Ordinance No. 4159: Request to rezone Lots 1 and 2, Waldruh Replat No. 7, from RD-60-PS and RS-84-PS to RD-60-PS and RS-84-PS for the purpose of a lot line adjustment. Applicant: Lawrence T. Butler. General location: 505 Waldruh Drive**. (Planning Director)

Ordinance No. 4159: An ordinance to amend the official zoning map of the City of Bellevue, Nebraska, as provided for by Article 3 of Ordinance No. 4146 by changing the zone classification of land located at or about 505 Waldruh Drive, more particularly described in Section 1 of the ordinance and to provide

an effective date was read by the title for the first time.

Mayor Hike stated the second reading and public hearing will be held August 6, 2024.

**Ordinance. No. 4160: Request to rezone Lot 11, Childs Estates Acres, from RD-60 to RG-28 for the purpose of multi-family residential development. Applicant: Bellevue Housing Authority. General location: 8301 S 9th Street**. (Planning Director)

Ordinance No. 4160: An ordinance to amend the official zoning map of the City of Bellevue, Nebraska, as provided for by Article 3 of Ordinance No. 4146 by changing the zone classification of land located at or about 8301 South 9th Street, more particularly described in Section 1 of the ordinance and to provide an effective date was read by the title for the first time.

Mayor Hike stated the second reading and public hearing will be held August 6, 2024.

**Ordinance No. 4161: Request to rezone Lot 29, Dee's Addition to South Omaha, from RS-84 to RG-20 for the purpose of multi-family residential development. Applicant: Housing Foundation for Sarpy County. General location: 2713 Edwards Street**. (Planning Director)

Ordinance No. 4161: An ordinance to amend the official zoning map of the City of Bellevue, Nebraska, as provided for by Article 3 of Ordinance No. 4146 by changing the zone classification of land located at or about 2713 Edwards Street, more particularly described in Section 1 of the ordinance and to provide an effective date was read by the title for the first time.

Mayor Hike stated the second reading and public hearing will be held August 6, 2024.

**PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:**

**Request for site plan approval for Lot 1, Tregaron Towne Centre Replat Seven, for the purpose of a McDonald's restaurant. Applicant: McDonald's USA, LLC. General location: 2306 Towne Centre Drive**. (Planning Director)

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

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

Mayor Hike declared the public hearing closed.

**Motion** made by Cook, seconded by Burns, to approve the request for site plan approval for Lot 1, Tregaron Towne Centre Replat Seven, for the purpose of a McDonald's restaurant. Applicant: McDonald's USA, LLC. General location: 2306 Towne Centre Drive.

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

**Request to final plat Lots 1 through 113, and Outlots A through E, Cornhusker Creek, being a platting of Tax Lot 30A, located in the Southeast ¼ of Section 20, T14N, R13E of the 6th P.M., Sarpy County, Nebraska. Applicant: Cornhusker Creek, LLC. Development. General Location: S. 36th Street and Cornhusker Rd.** (Planning Director)

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

Mr. Doug Kellner, TD2, 10836 Old Mill Road, was present on behalf of the applicant and to answer any questions the Council may have.

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

Mayor Hike declared the public hearing closed.

**Motion** made by Casey, seconded by Cook, to approve the request to final plat Lots 1 through 113, and Outlots A through E, Cornhusker Creek, being a platting of Tax Lot 30A, located in the Southeast ¼ of Section 20, T14N, R13E of the 6th P.M., Sarpy County, Nebraska. Applicant: Cornhusker Creek, LLC. Development. General Location: S. 36th Street and Cornhusker Rd. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, and Burns voted yes; voting no: none; absent: Welch. Motion carried.

**Approval of the Cornhusker Creek Mixed-Use Agreement.**

**Motion** made by Preister, seconded by McCaw, to approve the Cornhusker Creek Mixed-Use Agreement. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, and Burns voted yes; voting no: none; absent: Welch. Motion carried.

**Approval of the Cornhusker Creek Subdivision Agreement**.

**Motion** made by Preister, seconded by McCaw, to approve the Cornhusker Creek Subdivision.

Councilman Cook commented he never thought this land would be developed. He thanked the developers for the proposed development.

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

**RESOLUTIONS: NONE**

**CURRENT BUSINESS:**

**Approve and authorize the Mayor to sign the First Amendment to the School Resource Officer Program Memorandum of Understanding (MOU) with the Omaha Public Schools**.

**Motion** made by Cook , seconded by McCaw, to approve and authorize the Mayor to sign the First Amendment to the School Resource Officer Program Memorandum of Understanding (MOU) with the Omaha Public Schools.

Councilman Cook requested the Chief of Police to set some guidelines for the position and to look at cross training all the SRO's.

Chief Ken Clary, Chief of Police, explained the MOU is to add one position. The position is partially grant funded. A third is funded by OPS, a third by BPS, and a third by the Police Department with the city. This is a new push nationally. He explained the Bellevue Police Department is among a handful of agencies, in the United States, to dedicate a person to be the most at risk in each of the schools. The program is being evaluated and the schools are interested in how the program will work.

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

**Approve and authorize the Mayor to sign the amendment extending the CDBG subrecipient agreement with the Housing Foundation for Sarpy County in an amount not to exceed $18,545.44.** (Finance Director/CDBG Program Specialist)

**Motion** made by Preister, seconded by Casey, to approve and authorize the Mayor to sign the amendment extending the CDBG subrecipient agreement with the Housing Foundation for Sarpy County in an amount not to exceed $18,545.44. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, and Burns voted yes; voting no: none; absent: Welch. Motion carried.

**Approve and authorize Mayor to sign Proposal with Hydro Kleen, in an amount not to exceed $44,954.87 and Johnson Service, in an amount not to exceed $26,250.00, for the Cured in Place Pipe (CIPP) Rehabilitation of Sanitary Sewer mainlines on 27th Avenue and 24th Avenue, for a total project cost of $71,204.87**. (Wastewater Superintendent/Public Work Director)

**Motion** made by Casey, seconded by Preister, to approve and authorize Mayor to sign Proposal with Hydro Kleen, in an amount not to exceed $44,954.87 and Johnson Service, in an amount not to exceed $26,250.00, for the Cured in Place Pipe (CIPP) Rehabilitation of Sanitary Sewer mainlines on 27th Avenue and 24th Avenue, for a total project cost of $71,204.87. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, and Burns voted yes; voting no: none; absent: Welch. Motion carried.

**Approve and authorize the Mayor to sign the Proposal with RJN Group for the 2024 GIS Updates and Field Confirmation - Sewershed K, in an amount not to exceed $126,600.00**. (Wastewater Superintendent/Public Works Director)

**Motion** made by Preister, seconded by Cook, to approve and authorize the Mayor to sign the Proposal with RJN Group for the 2024 GIS Updates and Field Confirmation - Sewershed K, in an amount not to exceed $126,600.00. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, and Burns voted yes; voting no: none; absent: Welch. Motion carried.

**Approve purchase of two heat pumps for the 1510 Wall Street building, in an amount not to exceed $19, 036.00**. (Public Works Director)

**Motion** made by Cook, seconded by McCaw, to approve purchase of two heat pumps for the 1510 Wall Street building, in an amount not to exceed $19, 036.00. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, and Burns voted yes; voting no: none; absent: Welch. Motion carried.

**Approve and authorize the Mayor to sign Supplemental Agreement #2 with Felsburg Holt & Ullevid for Signal Improvements along Fort Crook Road, in the amount of $7,500.00**. (Public Works Director)

**Motion** made by Casey, seconded by Preister, to approve and authorize the Mayor to sign Supplemental Agreement #2 with Felsburg Holt & Ullevid for Signal Improvements along Fort Crook Road, in the amount of $7,500.00.

Councilman Preister inquired how the signals can be synchronized to last longer.

Mr. Dave Goedken, Public Works Director, explained the length of time the synchronization lasts depends on the changing of the traffic conditions that affect the signals.

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

**Approve and authorize the Mayor to sign a Lease Agreement with Beardmore Hyundai on a 2024 Hyundai Palisade SEL being used by a detective on the DEA Task Force, for an amount up to $750.29 (with partial reimbursement)**. (Sgt. Greiner/Chief Clary)

**Motion** made by Cook, seconded by Casey, to approve and authorize the Mayor to sign a Lease Agreement with Beardmore Hyundai on a 2024 Hyundai Palisade SEL being used by a detective on the DEA Task Force, for an amount up to $750.29 (with partial reimbursement).

Mayor Hike requested clarification on the amount. Chief Clary explained the DEA pays $750.00 a month towards the lease, the federal government caps the amount at $750.00. The city will be paying $.29 a month. Discussion followed.

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

**ADMINISTRATION REPORTS: Comments must be limited to items on the current Reports. (July report will be attached to the August 6th Council Packet)**

**CLOSED SESSION:**

**ADJOURNMENT:**

There being no further business to come before the Council at this time, on motion by Preister, seconded by Casey, the meeting adjourned at 6:24 p.m. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, and Burns voted yes; voting no: none; absent: Welch. Motion carried.

Susan Kluthe, City Clerk

Rusty Hike, Mayor

I, the undersigned, City Clerk of the City of Bellevue, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the Mayor and Council on July 16, 2024; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and readily available for public inspection at the office of the City Clerk; that such subjects were contained in said agendas for at least twenty-four hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

Susan Kluthe, City Clerk

# MINUTE RECORD



The Bellevue Planning Commission held a regular meeting on Thursday, July 25, 2024, at 6:00 p.m. in the Bellevue City Council Chambers. Upon roll call, present were Commissioners Hankins, Sims, Taylor-Jones, Bennett, and Perrin. Absent were Commissioners Ackley, Jacobson, 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.

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

Motion was made by Bennett, seconded by Taylor-Jones, to approve the minutes of the June 27, 2024, regular meeting as presented. Upon roll call, all present voted yes. Motion carried unanimously.

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

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

The following item was on the consent agenda:

Request to annex Tax Lot 11C, located in the Southwest ¼ of Section 33, T14N, R13E, of the 6th P.M., Sarpy County, Nebraska. Applicant: City of Bellevue.

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

Motion was made by Taylor-Jones, seconded by Sims, to Approve the Consent Agenda item as presented. Upon roll call, all present voted yes. Motion carried unanimously.

**This item will proceed to City Council for PUBLIC HEARING on September 3, 2024.**

Aerni explained the public hearing procedures.

PUBLIC HEARING was held on a request to approve the 2025-2030 Capital Improvement Plan. Applicant: City of Bellevue. Case #: 182.

Aerni asked staff for updates. Palm stated there were no updates and gave a summary of the request. Palm stated the CIP (Capital Improvement Plan) is a community planning and fiscal tool that is used to coordinate the timing and financing of capital improvements of a multi-year period typically five to six years. She stated the document contains major projects and expenditures categorized as $50,000 dollars or more submitted for each department. Palm said the first year corresponds with the budget that will be presented to the City Council next month. Palm stated the Public Works section is less detailed than in previous years because the department will be doing a one-and six-year street plan that will be approved through City Council. She said an itemized list of those projects is available, but the CIP has them grouped together to make it easier to read and understand.

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

Hankins stated a citizen had asked him who or what were the outside sources of the fifty-six million dollars listed on the first page of the CIP. Palm stated typically those outside sources are grants, state, or federal funding. Hankins inquired why there were renovation costs for the library. Palm stated those are carry over items from last year's CIP which may get paid out after this fiscal year. Hankins stated he was happy to see some of the approved Park Master Plan items being funded.

Aerni noted there is ten million dollars between Public Works and Economic Development for road, utilities, and design for the water park.

Perrin stated the fire department budget for 2024-2025 CIP shows replacing utility "3" and engine "4" trucks for $1.9 million and shows replacing the same units for the same amount of money again in fiscal years 2028-2029. Palm stated that is possibly error that would be corrected.

# MINUTE RECORD



MOTION was made by Hankins, seconded by Bennett to recommend APPROVAL of a request to approve the 2025-2030 Capital Improvement Plan. Applicant: City of Bellevue. Case #: 182. APPROVAL as presented. Upon roll call, all present voted yes. MOTION carried unanimously.

**This item will proceed to City Council for PUBLIC HEARING on September 3, 2024.**

Meeting adjourned at 6:12 p.m.

Dianna Van Horn

Dianna Van Horn
Planning Secretary

*5b3.
8/6/2024

Sarpy County
ELECTION COMMISSION

1102 E 1ST Street, Ste. 1
Papillion, Nebraska 68046
Phone: (402) 593-2167 • Fax: (402) 593-5770
www.sarpy.gov/election

Emily A. Ethington, Election Commissioner

June 10, 2024

Ms. Susan Kluthe
1500 Wall St
Bellevue, NE 68005

Dear Ms. Kluthe,

Enclosed please find the official results for your political subdivision from the May 14, 2024 Statewide Presidential Primary Election. Precinct-by-precinct results are available on the Sarpy County Election Commission website at www.sarpy.com/election.

If you have any questions, please contact me at 402-593-2167 or eethington@sarpy.gov.

Sincerely,

Emily A. Ethington
Sarpy County Election Commissioner

Enclosure

# State of Nebraska
# County of Sarpy

To: Susan Kluthe, Bellevue City Clerk

I, the undersigned, being the Election Commissioner of Sarpy County, Nebraska, do hereby certify the following are true and complete results of the abstract of the votes cast at the election held May 14, 2024, in this county, as canvassed by the canvassing board of this county, with respect to the candidates, measures, propositions, and issues therein listed; and do further certify that to the best of my knowledge all such ballots, including early voting, and provisional have been voted, counted and canvassed in the manner provided by law.

| Position | Candidates | Votes Cast |
|---|---|---|
| City Council | Thomas Burns | 578 |
| Ward 1 | David E. Dibelka Jr | 143 |
| | Herb Evers | 550 |
| | Scatterings | 9 |

Witness my hand and official seal this 1st day of June, 2022.

ELECTION COMMISSIONER SEAL SARPY COUNTY NEBRASKA

/s/ Emily A Ethington

Emily A. Ethington
Sarpy County Election Commissioner

# State of Nebraska
# County of Sarpy

To: Susan Kluthe, Bellevue City Clerk

I, the undersigned, being the Election Commissioner of Sarpy County, Nebraska, do hereby certify the following are true and complete results of the abstract of the votes cast at the election held May 14, 2024, in this county, as canvassed by the canvassing board of this county, with respect to the candidates, measures, propositions, and issues therein listed; and do further certify that to the best of my knowledge all such ballots, including early voting, and provisional have been voted, counted and canvassed in the manner provided by law.

| Position | Candidates | Votes Cast |
|---|---|---|
| City Council | Kathy Welch | 745 |
| Ward 3 | Kyle Rhone | 404 |
| | Randy M. Bennett | 146 |
| | Greg Hope | 225 |
| | Scatterings | 20 |

Witness my hand and official seal this 10th day of June, 2024.

/s/ Emily A Ethington

Emily A. Ethington
Sarpy County Election Commissioner

# State of Nebraska
# County of Sarpy

To: Susan Kluthe, Bellevue City Clerk

I, the undersigned, being the Election Commissioner of Sarpy County, Nebraska, do hereby certify the following are true and complete results of the abstract of the votes cast at the election held May 14, 2024, in this county, as canvassed by the canvassing board of this county, with respect to the candidates, measures, propositions, and issues therein listed; and do further certify that to the best of my knowledge all such ballots, including early voting, and provisional have been voted, counted and canvassed in the manner provided by law.

| Ballot Issue | Position | Votes Cast |
|---|---|---|
| Proposition | FOR<br>(authorizing an increase) | 3,141 |
| | AGAINST<br>(authorizing an increase) | 5,555 |

Witness my hand and official seal this 10th day of June, 2024.

ELECTION COMMISSIONER SEAL SARPY COUNTY NEBRASKA

/s/ Emily A Ethington

Emily A. Ethington
Sarpy County Election Commissioner

# MINUTE RECORD



## CLAIMS FOR AUGUST 6, 2024



| | | | |
|---|---|---|---|
| **MAYOR** | | | |
| SIGNIT | VEHICLE MAGNETS | | 64.00 |
| | | $ | 64.00 |
| **CITY ADMINISTRATOR** | | | |
| BLACK HILLS ENERGY | 2024/05/31-07/01 MONTHY SERVICE | | 119.18 |
| EMPLOYEE BENEFITS SYSTEMS | HEALTH INSURANCE-JULY 2024 | | 3,780.88 |
| METROPOLITAN UTILITIES DIST | 2024/06/06-07/05 MONTHLY SERVICE | | 27.41 |
| OMAHA PUBLIC POWER DISTRICT | 24/06/11-07/12 MONTHLY SERVICE | | 542.21 |
| RELIANCE STANDARD INSURANCE | DENTAL INSURANCE-JULY | | 90.72 |
| US BANK VOYAGER FLEET SYSTEMS | 2024/06/30M FUEL PURCHASE | | 48.36 |
| | | $ | 4,608.76 |
| **CITY COUNCIL** | | | |
| DON PREISTER | 2024/05/11-06/20 REIMB FOR INTERNET & SERVICE CHANGE | | 106.67 |
| | | $ | 106.67 |
| **LEGAL** | | | |
| BLACK HILLS ENERGY | 2024/05/31-07/01 MONTHY SERVICE | | 21.03 |
| DVORAK LAW GROUP | PROF SERVICES-GENERAL THRU 2024/06/30 | | 1,722.50 |
| EMPLOYEE BENEFITS SYSTEMS | HEALTH INSURANCE-JULY 2024 | | 825.86 |
| METROPOLITAN UTILITIES DIST | 2024/06/06-07/05 MONTHLY SERVICE | | 4.84 |
| MIDLANDS PRINTING | BUSINESS CARDS-T KING | | 185.71 |
| OMAHA PUBLIC POWER DISTRICT | 24/06/11-07/12 MONTHLY SERVICE | | 95.68 |
| RELIANCE STANDARD INSURANCE | DENTAL INSURANCE-JULY 2024 | | 30.24 |
| SARPY COUNTY COURT | CLAIM 60- CR 23 722 | | 17.00 |
| TRAVELERS | 2022/10/01-2023/10/01 PAID LOSS OF 2024/06/30 | | 180.00 |
| | | $ | 3,082.86 |
| **CABLE ADVISORY** | | | |
| BLACK HILLS ENERGY | 2024/05/31-07/01 MONTHY SERVICE | | 105.16 |
| EMPLOYEE BENEFITS SYSTEMS | HEALTH INSURANCE-JULY 2024 | | 4,248.42 |
| METROPOLITAN UTILITIES DIST | 2024/06/06-07/05 MONTHLY SERVICE | | 24.18 |
| OMAHA PUBLIC POWER DISTRICT | 24/06/11-07/12 MONTHLY SERVICE | | 478.42 |
| RELIANCE STANDARD INSURANCE | DENTAL INSURANCE-JULY 2024 | | 60.48 |
| SIGNIT | VEHICLE MAGNETS | | 64.00 |
| | | $ | 4,980.66 |
| **CITY CLERK** | | | |
| BLACK HILLS ENERGY | 2024/05/31-07/01 MONTHY SERVICE | | 182.29 |
| BELLEVUE PUBLIC SCHOOLS | 2023/06/01-2024/05/31 TOBACCO LICENSES FEES | | 495.00 |
| BELLEVUE PUBLIC SCHOOLS | 2023/06/01-2024/05/31 LIQUOR LICENSES FEES | | 16,437.50 |
| EMPLOYEE BENEFITS SYSTEMS | HEALTH INSURANCE-JULY 2024 | | 2,303.37 |
| METROPOLITAN UTILITIES DIST | 2024/06/06-07/05 MONTHLY SERVICE | | 41.90 |
| OMAHA PUBLIC POWER DISTRICT | 24/06/11-07/12 MONTHLY SERVICE | | 829.28 |
| OMAHA PUBLIC SCHOOLS | 2023/06/01-2024/05/31 LIQUOR LICENSES FEES | | 2,400.00 |
| OMAHA PUBLIC SCHOOLS | 2023/06/01-2024/05/31 TOBACCO LICENSES FEES | | 180.00 |
| PAPILLION/LA VISTA SCHOOLS | 2023/06/01-2024/05/31 TOBACCO LICENSES FEES | | 105.00 |
| PAPILLION/LA VISTA SCHOOLS | 2023/06/01-2024/05/31 LIQUOR LICENSES FEES | | 3,937.50 |
| RELIANCE STANDARD INSURANCE | DENTAL INSURANCE-JULY 2024 | | 60.48 |
| | | $ | 26,972.32 |

# MINUTE RECORD

## CLAIMS FOR AUGUST 6, 2024



| | | | |
|---|---|---|---|
| **FINANCE/RISK MANAGEMENT** | | | |
| QUADIENT FINANCE USA, INC | 2024/06/28 REFILL ACCT 9893 (1500 WALL) | | 1,000.00 |
| BLACK HILLS ENERGY | 2024/05/31-07/01 MONTHY SERVICE | | 154.24 |
| CAPITAL BUSINESS SYSTEMS, INC | 2024/05/09-07/08 PRINTER EXPENSE | | 37.28 |
| EMPLOYEE BENEFITS SYSTEMS | HEALTH INSURANCE-JULY 2024 | | 6,079.30 |
| METROPOLITAN UTILITIES DIST | 2024/06/06-07/05 MONTHLY SERVICE | | 35.47 |
| OMAHA PUBLIC POWER DISTRICT | 24/06/11-07/12 MONTHLY SERVICE | | 701.69 |
| RED WING BUSINESS ADVANTAGE | SAFETY SHOES-A VOSS, MASON | | 357.49 |
| RELIANCE STANDARD INSURANCE | DENTAL INSURANCE-JULY 2024 | | 241.92 |
| | | $ | 8,607.39 |
| **LIBRARY** | | | |
| COX BUSINESS SERVICES | 2024/07/31M MONTHLY SERVICE | | 107.39 |
| BLACK HILLS ENERGY | 2024/05/31-07/01 MONTHY SERVICE | | 41.29 |
| CAPITAL BUSINESS SYSTEMS, INC | 2024/09/02-12/01 COPIER EXPENSE | | 470.71 |
| CENTER POINT LARGE PRINT | LARGE PRINT BOOKS | | 93.48 |
| EBSCO INFORMATION SERVICES | 2024/09/01-2025/08/31 ANNUAL MAGAZINE SUBSCRIPTIONS | | 7,394.21 |
| EMPLOYEE BENEFITS SYSTEMS | HEALTH INSURANCE-JULY 2024 | | 8,377.72 |
| INFO USA MARKETING INC | NEBRASKA STATE BUSINESS DIRECTORY | | 570.00 |
| INGRAM LIBRARY SERVICES | BOOKS | | 2,041.41 |
| METROPOLITAN UTILITIES DIST | 2024/06/05-07/03 MONTHLY SERVICE | | 125.98 |
| MICROFILM IMAGING SYSTEMS | 2024/07/01-2025/06/30 ANNUAL SCANPRO SERVICE | | 250.00 |
| MIDWEST TAPE | DVD | | 26.24 |
| QUADIENT FINANCE USA, INC | 2024/06/04-06/29 LIBRARY NEOSHIPMENTS | | 698.81 |
| RELIANCE STANDARD INSURANCE | DENTAL INSURANCE-JULY 2024 | | 241.92 |
| SCOTT WELCH | 2024/07/31M MONTHLY WEB HOSTING | | 125.00 |
| SOUTHEAST LIBRARY SYSTEM | ANNUAL JOINT YOUTH SERVICES RETREAT | | 360.00 |
| WORLD BOOK, INC | 2025 WORLD BOOK ENCYCLOPEDIA | | 1,259.00 |
| | | $ | 22,183.16 |
| **ADMINISTRATIVE SERVICES/PERSONNEL** | | | |
| BENEFIT PLANS | 2024/03/31Q PARTICIPANT FEES, 1099A FORMS | | 1,162.50 |
| BLACK HILLS ENERGY | 2024/05/31-07/01 MONTHY SERVICE | | 119.18 |
| CHI HEALTH COMPANY CARE | 2024/06/04-06 PHYSICALS | | 2,586.00 |
| EMPLOYEE BENEFITS SYSTEMS | HEALTH INSURANCE-JULY 2024 | | 12,504.45 |
| IDEAL PURE WATER COMPANY | BOTTLED WATER | | 45.00 |
| METROPOLITAN UTILITIES DIST | 2024/06/06-07/05 MONTHLY SERVICE | | 27.41 |
| OMAHA PUBLIC POWER DISTRICT | 24/06/11-07/12 MONTHLY SERVICE | | 542.21 |
| ONE SOURCE | 2024/05/01-06/01 BACKGROUND CHECKS | | 684.00 |
| RELIANCE STANDARD INSURANCE | DENTAL INSURANCE-JULY 2024 | | 302.40 |
| UKG INC | 2024/06/30M UKG PRO OVERAGE FEE | | 2,385.28 |
| UNITED STATES TREASURY | 47-6006099 FORM 720 2023 Q2 | | 873.00 |
| UNITED STATES TREASURY | 47-6006099 FORM 720 2024 Q2 | | 988.54 |
| US BANK VOYAGER FLEET SYSTEMS | 2024/06/30M FUEL PURCHASE | | 2,503.74 |
| | | $ | 24,723.71 |
| **CODE ENFORCEMENT** | | | |
| BLACK HILLS ENERGY | 2024/05/31-07/01 MONTHY SERVICE | | 3.35 |
| CAPITAL BUSINESS SYSTEMS, INC | 2024/06/10-07/09 COPIER EXPENSE | | 136.77 |
| EMPLOYEE BENEFITS SYSTEMS | HEALTH INSURANCE-JULY 2024 | | 8,034.25 |
| GREAT PLAINS UNIFORMS | UNIFORM POLOS, SAFETY SHOES-BOCKMAN | | 462.99 |
| GREAT PLAINS UNIFORMS | BALLISTIC VEST-RICCARDI | | 760.00 |
| METROPOLITAN UTILITIES DIST | 2024/06/06-07/08 MONTHLY SERVICE | | 14.42 |
| OMAHA PUBLIC POWER DISTRICT | 24/06/11-07/12 MONTHLY SERVICE | | 190.27 |
| RELIANCE STANDARD INSURANCE | DENTAL INSURANCE-JULY 2024 | | 181.44 |
| US BANK VOYAGER FLEET SYSTEMS | 2024/06/30M FUEL PURCHASE | | 546.46 |
| | | $ | 10,329.95 |

# MINUTE RECORD

## CLAIMS FOR AUGUST 6, 2024



| | | |
|---|---|---|
| **PUBLIC WORKS** | | |
| BLACK HILLS ENERGY | 2024/05/31-07/01 MONTHY SERVICE | 5.63 |
| ALFRED BENESCH & COMPANY | BPW-240122 GOOGLE FIBER INST 2024/06/03-06/30 | 6,806.82 |
| ALFRED BENESCH & COMPANY | BPW-240119 MS4 PERMITTING 2024/05/06-06/30 | 762.93 |
| CARAHSOFT TECHNOLOGY CORPORATION | 2024/09/01-2025/08/31 SUPPORT SUBSCRIPTION | 9,606.00 |
| EMPLOYEE BENEFITS SYSTEMS | HEALTH INSURANCE-JULY 2024 | 7,556.81 |
| METROPOLITAN UTILITIES DIST | 2024/06/06-07/08 MONTHLY SERVICE | 24.21 |
| OMAHA PUBLIC POWER DISTRICT | 24/06/11-07/12 MONTHLY SERVICE | 319.53 |
| RELIANCE STANDARD INSURANCE | DENTAL INSURANCE-JULY 2024 | 211.68 |
| | | $ 25,293.61 |
| **PARKS** | | |
| ALEXANDER LAWN & LANDSCAPE, INC | 2024/07/02, 09, 16 MOWING | 3,280.05 |
| ALEXANDER LAWN & LANDSCAPE, INC | 2024/05/20 MOWING | 1,093.35 |
| ALEXANDER LAWN & LANDSCAPE, INC | 2024/06/25 MOWING | 1,093.35 |
| A-RELIEF SERVICES | 2024/07/21-08/17 PORTABLE RESTROOM-SWANSON PARK | 3,103.00 |
| BLACK HILLS ENERGY | 2024/05/31-07/01 MONTHY SERVICE | 83.64 |
| COX BUSINESS SERVICES | 2024/07/31M MONTHLY SERVICE | 214.78 |
| CREATIVE SITES, LLC | PARK BENCHES & RECEPTACLES | 13,080.00 |
| CREATIVE SITES, LLC | ASPEN PLAYGROUND | 78,638.00 |
| CROW LAWN CARE LLC | 2024/06/13-07/03 CODE CLEANUP | 4,550.00 |
| EMPLOYEE BENEFITS SYSTEMS | HEALTH INSURANCE-JULY 2024 | 8,663.50 |
| HUGHES MULCH PRODUCTS | SEMI LOAD OF ENGINEERED MULCH-SWANSON PARK | 2,200.00 |
| METROPOLITAN UTILITIES DIST | 2024/06/05-07/03 MONTHLY SERVICE | 226.32 |
| RELIANCE STANDARD INSURANCE | DENTAL INSURANCE-JULY 2024 | 494.72 |
| TRISTAR | 2024/06/30M CLAIMS PAID ALLOCATED LOSS ADJUSTMENT | 238.57 |
| US BANK VOYAGER FLEET SYSTEMS | 2024/06/30M FUEL PURCHASE | 2,553.73 |
| | | $ 119,513.01 |
| **RECREATION** | | |
| ALEXANDRA SWOBODA | REIMB FOR CERTIFICATION, SWIM SUIT | 214.95 |
| AMERICAN FOODS GROUP | CONCESSION SUPPLIES | 153.20 |
| AQUA-CHEM | CHEMICALS FOR POOL-CASCIO | 2,353.15 |
| CAPITAL BUSINESS SYSTEMS, INC | 2024/06/11-07/10 COPIER EXPENSE | 29.33 |
| CHAD HUSETH | REFUND FOR POOL PARTY | 130.00 |
| COX BUSINESS SERVICES | 2024/07/31M MONTHLY SERVICE | 88.39 |
| EDITH RIVA | REFUND POOL RENTAL DEPOSIT | 130.00 |
| EMPLOYEE BENEFITS SYSTEMS | HEALTH INSURANCE-JULY 2024 | 2,768.64 |
| LETICIA FRANCO | REFUND FOR POOL PARTY | 130.00 |
| MEGAN HIGHBARGIN | REFUND POOL RENTAL DEPOSIT | 130.00 |
| METROPOLITAN UTILITIES DIST | 2024/06/04-07/03 MONTHLY SERVICE | 29,639.58 |
| MIDWEST IMPRESSIONS | BASEBALL SHIRTS | 2,123.20 |
| OLIVA PERALTA | REFUND RECEPTION DEPOSIT | 425.00 |
| RELIANCE STANDARD INSURANCE | DENTAL INSURANCE-JULY 2024 | 60.48 |
| US BANK VOYAGER FLEET SYSTEMS | 2024/06/30M FUEL PURCHASE | 438.59 |
| | | $ 38,814.51 |
| **FACILITY MAINTENANCE** | | |
| BLACK HILLS ENERGY | 2024/05/31-07/01 MONTHY SERVICE | 424.15 |
| EMPLOYEE BENEFITS SYSTEMS | HEALTH INSURANCE-JULY 2024 | 13,282.74 |
| FIRE PROTECTION SERVICES, LLC | ANNUAL FIRE EXTINGUISHER INSPECTION-DIST 1, FLEET | 406.75 |
| HD SUPPLY formerly Home Depot Pro | JANITORIAL SUPPLIES | 2,525.70 |
| JACKSON SERVICES, INC | DOOR MAT SERVICE-CITY BLDGS | 144.44 |
| METROPOLITAN UTILITIES DIST | 2024/06/05-07/03 MONTHLY SERVICE | 341.55 |

| | | |
|---|---|---|
| **FACILITY MAINTENANCE (cont'd)** | | |
| MMC MECHANICAL CONTRACTORS, INC | 2206 LONGO DR HP'S DOWN | 1,546.00 |
| MMC MECHANICAL CONTRACTORS, INC | CONDENSATE LEAK | 400.00 |
| MMC MECHANICAL CONTRACTORS, INC | 3 HP'S DOWN 1510 WALL ST | 1,453.00 |
| NEW ENERGY LLC | SERVICE CALL ON SOLAR PANELS-POLICE | 350.00 |
| RELIANCE STANDARD INSURANCE | DENTAL INSURANCE-JULY 2024 | 272.16 |
| ROCHESTER MIDLAND CORPORATION | 2024/07/31M WATER ENERGY TEAM FIXED BILLING | 345.00 |
| TRICO MECHANICAL SERVICES | 2024/07/15 SCHEDULED MAINT-SR CENTER | 762.85 |
| TRICO MECHANICAL SERVICES | 2024/07/15 SCHEDULED MAINT-TOWER SITE | 257.46 |
| TRICO MECHANICAL SERVICES | 2024/07/11 A/C SERVICE-DIST 2 | 118.80 |
| US BANK VOYAGER FLEET SYSTEMS | 2024/06/30M FUEL PURCHASE | 891.60 |
| | | $ 23,522.20 |
| **CEMETERY** | | |
| A-RELIEF SERVICES | PORTABLE RESTROOMS-CEMETERY | 398.00 |
| BELLEVUE PRINTING COMPANY | CEMETERY RECEIPT BOOKS | 234.36 |
| BLACK HILLS ENERGY | 2024/05/31-07/01 MONTHY SERVICE | 77.61 |
| COX BUSINESS SERVICES | 2024/07/31M MONTHLY SERVICE | 83.39 |
| EMPLOYEE BENEFITS SYSTEMS | HEALTH INSURANCE-JULY 2024 | 2,942.85 |
| METROPOLITAN UTILITIES DIST | 2024/06/05-07/03 MONTHLY SERVICE | 122.27 |
| RELIANCE STANDARD INSURANCE | DENTAL INSURANCE-JULY 2024 | 90.72 |
| SITEONE LANDSCAPE SUPPLY | SEED & HERBICIDE | 2,912.29 |
| US BANK VOYAGER FLEET SYSTEMS | 2024/06/30M FUEL PURCHASE | 507.71 |
| | | $ 7,369.20 |
| **STREETS** | | |
| ALFRED BENESCH & COMPANY | BPW-240116 CDBG SIDEWALK IMP 2024/06/03-06/30 | 12,317.50 |
| ALFRED BENESCH & COMPANY | BPW-240101 STREET RESURFACING 2024/06/03-06/30 | 22,438.66 |
| ALFRED BENESCH & COMPANY | BPW-240103 OVERLAY PROJECTS 2024/06/03-06/30 | 48,184.25 |
| ALL PURPOSE CONSTRUCTION | BPW-230105 ODORANT BLDG THRU 2024/06/30 | 42,386.40 |
| AVERY RENTS | PROPANE FOR TACK, TAR MACHINES | 24.31 |
| BLACK HILLS ENERGY | 2024/05/31-07/01 MONTHY SERVICE | 133.45 |
| BLACK HILLS ENERGY | DAMAGED GAS LINE 2114 TWIN RIDGE | 7,000.00 |
| BURRELL ENTERPRISES, LLC | BPW-240116 CDBG SIDEWALK IMP THRU 2024/07/20 | 62,862.17 |
| CAPITAL BUSINESS SYSTEMS, INC | 2024/06/12-07/11 COPIER EXPENSE | 42.84 |
| COMMONWEALTH ELECTRIC CO OF THE | ROTATE MAST ARM FT CROOK KENNY GATE | 1,300.00 |
| COMMONWEALTH ELECTRIC CO OF THE | CORNHUSKER & 75 NORTH RAMP | 3,445.00 |
| COX BUSINESS SERVICES | 2024/07/31M MONTHLY SERVICE | 274.17 |
| CROW LAWN CARE LLC | ROW MOWING-CYCLE 4 & 5 | 21,984.70 |
| DREF'S TREE SERVICE | TRIM 22 TREES, CUT DOWN 1 ON MISSION & FRANKLIN | 11,960.00 |
| EARNEST CONSTRUCTION GROUP, INC | BPW-240102 CONCRETE PROJECT THRU 2024/07/20 | 110,772.45 |
| EMPLOYEE BENEFITS SYSTEMS | HEALTH INSURANCE-JULY 2024 | 42,612.94 |
| HGM ASSOCIATES INC | BPW-240102 CONCRETE PROJECTS THRU 2024/06/30 | 15,366.46 |
| HGM ASSOCIATES INC | BPW-230105 PW ODORANT BLDG THRU 2024/06/30 | 1,150.00 |
| IA/NE CONCRETE PRODUCTS | CONCRETE | 790.00 |
| JACOBS ENGINEERING GROUP, INC | BPW-240124 WHITTED CREEK 2024/05/25-06/28 | 31,027.22 |
| JACOBS ENGINEERING GROUP, INC | BPW-240121 COLL HTS STORMWATER 2024/05/24-06/28 | 24,676.12 |
| JACOBS ENGINEERING GROUP, INC | BPW-203606 STORM DRAINAGE 2024/05/25-06/28 | 6,293.01 |
| LOGAN CONTRACTORS SUPPLY | FALCON 4 TON BOX TO REPLACE ST #105 | 67,723.00 |
| MARTIN ASPHALT | BULK ASPHALT TACK | 1,008.00 |
| METROPOLITAN UTILITIES DIST | 2024/06/04-07/03 MONTHLY SERVICE | 533.86 |
| OMAHA PUBLIC POWER DISTRICT | 2024/05/21-06/19 MONTHY SERVICE | 93,039.27 |
| OMAHA PUBLIC POWER DISTRICT | SB 75 & 370 OFF RAMP CABLE REPAIR | 2,140.46 |

# MINUTE RECORD

## CLAIMS FOR AUGUST 6, 2024



| | | |
|---|---|---|
| **STREETS (cont'd)** | | |
| OMNI ENGINEERING | ASPHALT | 3,305.29 |
| READY MIXED CONCRETE COMPANY | CONCRETE | 20,635.49 |
| RELIANCE STANDARD INSURANCE | DENTAL INSURANCE-JULY 2024 | 1,048.72 |
| SWAIN CONSTRUCTION, INC | BPW-240102 CONCRETE PROJECT THRU 2024/07/20 | 50,946.14 |
| THE SCHEMMER ASSOCIATES | BPW-240201 FONTENELLE HILLS 2024/05/31M | 1,501.25 |
| TRISTAR | 2024/06/30M CLAIMS PAID ALLOCATION LOSS ADJUSTMENT | 1,381.71 |
| TRUCK CENTER COMPANIES-OMAHA | 2025 FREIGHTLINER 114SD 3AKJG3FM4SDVT4729 | 133,934.00 |
| US BANK VOYAGER FLEET SYSTEMS | 2024/06/30M FUEL PURCHASE | 4,577.02 |
| WESTERN ENGINEERING CO | BPW-240103 CITY OVERLAY PROJECTS THRU 2024/07/20 | 365,012.63 |
| | | **$ 1,213,828.49** |
| **FLEET MAINTENANCE** | | |
| 911 CUSTOM, LLC | ION T-SERIES LINEAR DUO | 474.16 |
| AUTOMOTIVE WAREHOUSE DIST, INC | DAYCO, PICO, RAYBESTOS, GROTE PARTS, BRAKLEEN, | 1,038.80 |
| BLACK HILLS ENERGY | 2024/05/31-07/01 MONTHY SERVICE | 55.04 |
| COX BUSINESS SERVICES | 2024/07/31M MONTHLY SERVICE | 107.39 |
| EMPLOYEE BENEFITS SYSTEMS | HEALTH INSURANCE-JULY 2024 | 20,294.85 |
| FACTORY MOTOR PARTS CO | SPARK PLUGS | 40.88 |
| IDEAL PURE WATER COMPANY | BOTTLED WATER | 96.00 |
| JONES AUTOMOTIVE | LATITUDE SIGNAL MASTER | 488.80 |
| METROPOLITAN UTILITIES DIST | 2024/06/06-07/05 MONTHLY SERVICE | 128.26 |
| MILLARD METAL SERVICES | STEEL ANGLE IRON | 158.00 |
| NAPA AUTO PARTS | PRIMARY WIRE, LED ROCKER, STICK HOSE, FILTERS, CONNECTORS, OZZY JUICE, TRAILER WIRE | 817.95 |
| NEBRASKA IOWA INDUSTRIAL | BOLTS, HEX NUTS, RIVETS, LOCK NUTS, FUSE HOLDER | 288.72 |
| NMC GROUP, INC | FAB PARTS CREDIT | (29.97) |
| PRECISE MRM LLC | 2024/03/31M FLAT DATA PLAN | 161.00 |
| RELIANCE STANDARD INSURANCE | DENTAL INSURANCE-JULY 2024 | 483.84 |
| TOYNE, INC | FRONT ENGINE MOUNT, ISOLATOR-BARRY CONTROLS, RADIATOR | 749.16 |
| US BANK VOYAGER FLEET SYSTEMS | 2024/06/30M FUEL PURCHASE | 791.43 |
| WALKERS UNIFORM RENTAL | UNIFORM CLEANING, FENDER COVER SERVICE | 775.75 |
| | | **$ 26,920.06** |
| **SOLID WASTE** | | |
| CHARLES CURTIS | REFUND ON CUSTOMER ACCOUNT | 133.28 |
| CITY OF OMAHA | 2024/06/30M COMPOST DELIVERIES | 12,964.21 |
| PAPILLION SANITATION | 2024/06/18-06/25 GLASS RECYCLING | 378.33 |
| PAPILLION SANITATION | 2024/04/30M 40 YD ROLL OFF | 2,113.60 |
| | | **$ 15,589.42** |
| **PLANNING** | | |
| BLACK HILLS ENERGY | 2024/05/31-07/01 MONTHY SERVICE | 5.09 |
| AMERICAN PLANNING ASSOCIATION | 2024/07/01-2025/06/30 MEMBERSHIP DUES-PALM | 466.00 |
| CAPITAL BUSINESS SYSTEMS, INC | 2024/06/18-07/17 COPIER EXPENSE | 74.21 |
| COLUMN SOFTWARE, PBC | LEGAL AD | 39.13 |
| EMPLOYEE BENEFITS SYSTEMS | HEALTH INSURANCE-JULY 2024 | 2,950.07 |
| METROPOLITAN UTILITIES DIST | 2024/06/06-07/08 MONTHLY SERVICE | 21.90 |
| OMAHA PUBLIC POWER DISTRICT | 24/06/11-07/12 MONTHLY SERVICE | 289.02 |
| RELIANCE STANDARD INSURANCE | DENTAL INSURANCE-JULY 2024 | 90.72 |
| | | **$ 3,936.14** |

## CLAIMS FOR AUGUST 6, 2024



| | | |
|---|---|---|
| **PERMITS & INSPECTIONS** | | |
| BLACK HILLS ENERGY | 2024/05/31-07/01 MONTHY SERVICE | 6.80 |
| CORNHUSKER AUTO WASH | CAR WASHES | 34.57 |
| EMPLOYEE BENEFITS SYSTEMS | HEALTH INSURANCE-JULY 2024 | 11,685.81 |
| METROPOLITAN UTILITIES DIST | 2024/06/06-07/08 MONTHLY SERVICE | 29.26 |
| NORATEK SOLUTIONS INC | 2024/07/17-09/30 P & I NEW SOFTWARE PRORATED | 2,360.00 |
| NORATEK SOLUTIONS INC | 2024/10/01-2025/09/30 P & I SOFTWARE | 9,873.00 |
| OMAHA PUBLIC POWER DISTRICT | 24/06/11-07/12 MONTHLY SERVICE | 386.17 |
| RELIANCE STANDARD INSURANCE | DENTAL INSURANCE-JULY 2024 | 211.68 |
| US BANK VOYAGER FLEET SYSTEMS | 2024/06/30M FUEL PURCHASE | 1,021.58 |
| | | $ 25,608.87 |

| | | |
|---|---|---|
| **POLICE** | | |
| 911 CUSTOM, LLC | LITHIUM CORD FOR LIGHTS | 34.00 |
| ABM SUPPLY | PISTOL SHIELD PROTECTIVE CARRY BAG | 105.00 |
| AMAZON WEB SERVICES, INC | 2024/06/30M MONTHLY WEB SERVICE | 927.74 |
| A-RELIEF SERVICES | 2024/05/31-06/27 PORTABLE RESTROOMS-RANGE | 136.00 |
| BASS PRO/CABELA | AMMUNITION | 28.58 |
| BENEFIT PLANS | 2024/07/31M POLICE PENSION PLAN-MD, JG, MG | 8,817.56 |
| BLACK HILLS ENERGY | 2024/05/31-07/01 MONTHY SERVICE | 120.50 |
| BROWNELLS | ARMORER SUPPLIES | 246.76 |
| CAPITAL BUSINESS SYSTEMS, INC | 2024/06/17-07/16 COPIER EXPENSE | 330.88 |
| CHAD W REED | REIMB PER DIEM & TRANSPORT FOR TRAINING | 295.55 |
| CITY OF LAVISTA | TUITIONS-KITTA, KLEIN, PEARSON, TRAINING MANUALS | 9,231.18 |
| CNA SURETY DIRECT BILL | 2024/08/26-2028/08/26 SURETY BOND-D BEES | 40.00 |
| COMPCHOICE OCCUPATIONAL HEALTH | PHYSICAL EXAMS, RANDOM DRUG TESTS | 732.00 |
| CONNER PSYCHOLOGICAL SERVICES PC | PRE-EMPLOYMENT PSYCH EVAL, WELLNESS CHECK | 685.00 |
| CONSOLIDATED MANAGEMENT CO | MEALS FOR TRAINING AT THE ACADEMY | 58.00 |
| COX BUSINESS SERVICES | 2024/07/31M MONTHLY SERVICE | 276.99 |
| COX BUSINESS SERVICES | 2024/07/02-08/01 MONTHLY SERVICE | 285.00 |
| CULLIGAN OF OMAHA | 2024/06/30M BOTTLED WATER | 446.05 |
| DOUGLAS COUNTY SHERIFF OFFICE | FORENSIC FEES | 75.00 |
| EMPLOYEE BENEFITS SYSTEMS | HEALTH INSURANCE-JULY 2024 | 164,646.61 |
| ENTERPRISE FM TRUST | 2024/07/31M - DEA VEHICLE LEASE | 557.32 |
| FEDERAL EXPRESS CORPORATION | MAILING CHARGES | 43.09 |
| GALLO PROFESSIONAL POLYGRAPH | POLYGRAPH SERVICES | 400.00 |
| GOVDIRECT, INC | DOCKING STATIONS FOR CRUISERS, ADAPTERS | 7,128.00 |
| GREAT PLAINS UNIFORMS | SHIRTS, PATCHES, BALLISTIC VESTS, NAME TAG | 2,814.41 |
| HARRIS DECALS INC | GRAPHICS FOR NEW CRUISER | 736.00 |
| HITOUCH BUSINESS SERVICES | COPY PAPER | 870.00 |
| HOPE VALENTINE, LLC | 2024/06/30M MENTAL HEALTH | 1,350.00 |
| HY-VEE STORE | PRESCRIPTION FOR CHEQUE | 97.42 |
| ICE MILLER LLP | 2024/01/31M PROFESSIONAL SERVICES | 603.00 |
| JACKSON SERVICES, INC | DOOR MAT SERVICE | 163.61 |
| KURT STROEHER | REIMB PER DIEM & TRANSPORT FOR CMD POST MTG | 125.84 |
| LENS EQUIPMENT | 2024/08/23-2025/08/22 GPS TRACKER SERVICE | 499.00 |
| METROPOLITAN UTILITIES DIST | 2024/06/06-07/08 MONTHLY SERVICE | 518.49 |
| MOTOROLA SOLUTIONS, INC | MICROPHONE BATTERY | 150.00 |
| NEBRASKA DEPARTMENT OF MOTOR | UNDERCOVER LICENSE PLATES | 8.20 |
| NEBRASKA LAW ENFORCEMENT | LODGING AT THE ACADEMY-J MANNING | 125.00 |
| OMAHA PUBLIC POWER DISTRICT | 24/06/11-07/12 MONTHLY SERVICE | 6,843.40 |
| PAT KOCHENDERFER | CONTRACTED HOURS-JUN 2024 | 366.82 |
| RELIANCE STANDARD INSURANCE | DENTAL INSURANCE-JULY 2024 | 3,962.64 |

# MINUTE RECORD

## CLAIMS FOR AUGUST 6, 2024



| | | |
|---|---|---|
| **POLICE (cont'd)** | | |
| ROBERTSON, ANSCHUTZ, SCHNEID, CRANE & PARTNERS, PLLC | SUBPOENA | 21.00 |
| SARPY COUNTY TREASURER | VEHICLE REGISTRATONS | 15.00 |
| SUNSET LAW ENFORCEMENT, LTD | SWAT AMMO | 4,024.50 |
| THOMSON REUTERS - WEST | 2024/06/30M ON-LINE SOFTWARE SUBSCRIPTION | 220.00 |
| TRISTAR | 2024/06/30M CLAIMS PAID ALLOCATION LOSS ADJUSTMENT | 10,451.19 |
| TWIN CREEK ANIMAL HOSPITAL | VET VISITS FOR K9 | 574.66 |
| UNIVERSITY OF NEBRASKA MEDICAL | TOXICOLOGY TESTING | 3,091.00 |
| US BANK VOYAGER FLEET SYSTEMS | 2024/06/30M FUEL PURCHASE | 18,716.41 |
| VIGILANT SOLUTIONS, LLC | 2024/07/24-2025/06/25 SUBSCRIPTION RENEWAL | 520.00 |
| VOICE PRODUCTS, INC | 2024/08/20-2025/08/19 YEARLY MAINTENANCE | 724.20 |
| WE SELL MATS | (4) FOLDING MATS FOR TRAINING DT, TASER | 683.97 |
| ZOMBIE TACTICAL | GEISSELE SSA TRIGGERS (2) | 490.00 |
| | | **$ 254,412.57** |
| **FIRE & RESCUE** | | |
| AIRGAS USA, LLC | 2024/06/30M OXYGEN & CYLINDER RENTALS | 251.90 |
| BLACK HILLS ENERGY | 2024/05/31-07/01 MONTHY SERVICE | 240.23 |
| BOUND TREE MEDICAL, LLC | MEDICAL & PHARMACY SUPPLIES | 4,511.40 |
| COX BUSINESS SERVICES | 2024/07/31M MONTHLY SERVICE | 329.78 |
| ED M FELD EQUIPMENT CO | SCBA REPAIR | 100.00 |
| EMPLOYEE BENEFITS SYSTEMS | HEALTH INSURANCE-JULY 2024 | 122,586.62 |
| GREAT PLAINS UNIFORMS | ALTERATIONS, UNIFORM SHIRTS-4 EMP | 1,253.40 |
| INSTAZORB INTERNATIONAL, INC | ABSORBENT | 1,300.00 |
| MARCO TECHNOLOGIES, LLC | 2024/06/02-07/01 COPIER EXPENSE | 185.30 |
| MATHESON TRI-GAS INC | METHANE FOR TRAINING TOWER | 743.15 |
| METROPOLITAN UTILITIES DIST | 2024/06/05-07/03 MONTHLY SERVICE | 2,837.48 |
| RELIANCE STANDARD INSURANCE | DENTAL INSURANCE-JULY 2024 | 2,787.72 |
| SONDRA LUSZCAK | REFUND FOR SERVICE | 895.00 |
| STERICYCLE, INC | 2024/06/11-25 ON-SITE SHREDDING | 144.00 |
| STRYKER SALES CORPORATION | REUSEABLE CUFFS | 63.18 |
| THE NEBRASKA MEDICAL CENTER | 2024/06/30Q MEDICAL DIRECTOR | 11,925.35 |
| TRISTAR | 2024/06/30M CLAIMS PAID ALLOCATION LOSS ADJUSTMENT | 2,076.00 |
| US BANK VOYAGER FLEET SYSTEMS | 2024/06/30M FUEL PURCHASE | 8,811.39 |
| WPS/TRICARE FOR LIFE | REFUND FOR SERVICE-K ROSS | 495.77 |
| | | **$ 161,537.67** |
| **NON-DEPARTMENTAL/CONTRACTS** | | |
| AMERICAN NATIONAL BANK | 2024/06/30M ACCT 1000 ANALYSIS CHG | 650.54 |
| CENTURY LINK | 2024/04/20-05/19 MONTHY SERVICE | 84.62 |
| CENTURY LINK | 2024/05/20-06/19 MONTHY SERVICE | 80.31 |
| CENTURY LINK | 2024/06/04-07/03 MONTHLY SERVICE | 410.53 |
| CENTURY LINK | 2024/07/01-07/31 MONTHLY SERVICE | 522.80 |
| COX BUSINESS SERVICES | 2024/07/31M MONTHLY SERVICE | 281.98 |
| HEARTLAND MARKETING & | 2024/05/27-06/30 SOCIAL MEDIA CAMPAIGN | 3,235.18 |
| LOCKTON COMPANIES, LLC | 2024/07/31M WELLNESS CONSULTING FEE | 1,875.00 |
| NE-DEPARTMENT OF REVENUE | 2024/06/30M SALES AND USE TAX | 3,031.68 |
| PM AM CORPORATION | 2024/06/30M - ALARM FEES | 2,746.00 |
| REGIONAL METROPOLITAN TRANSIT AUTHORITY OF OMAHA | 2024/06/30M MAT SERVICE 1993 MILES | 7,241.00 |
| | | **$ 20,159.64** |
| **INFORMATION TECHNOLOGY** | | |
| BIG RED LOCKSMITHS | DUPLICATE KEYS | 30.00 |
| DELL MARKETING L.P. | MEMORY UPGRADE | 240.00 |
| MOTOROLA SOLUTIONS, INC | CABLE ASSEMBLY-PROGRAMMING USB | 91.52 |
| PORTABLE COMPUTER SYSTEMS, INC | MOBILE DATA COMPUTERS-4 YR WARRANTY | 1,021.00 |
| TESSCO | UHF MALE CABLE, ARMORED CABLE, ANTENNA | 1,125.96 |
| | | **$ 2,508.48** |

# MINUTE RECORD

## CLAIMS FOR AUGUST 6, 2024



| | | |
|---|---|---|
| **2206 LONGO DR -NEW LIBRARY** | | |
| LEO A DALY COMPANY | BPW-210311 LIBRARY RENOVATION THRU 2024/07/05 | 13,511.72 |
| MNJ TECHNOLOGIES DIRECT, INC | WIRELESS INTERNET SYSTEM | 1,860.00 |
| | | $ 15,371.72 |
| **WASTEWATER** | | |
| AMERICAN NATIONAL BANK | 2024/06/30M ACCT 1034 ANALYSIS CHG | 36.84 |
| CAPITAL BUSINESS SYSTEMS, INC | 2024/06/09-07/08 COPIER EXPENSE | 96.91 |
| CENTURY LINK | 2024/06/22-08/12 MONTHY SERVICE | 349.06 |
| CHAD CHONIS | REIMB MILEAGE AND LICENSE FEE | 334.36 |
| CITY OF OMAHA | 2024/04/30M SEWER FEES | 543,047.18 |
| COX BUSINESS SERVICES | 2024/07/31M MONTHLY SERVICE | 303.39 |
| ELLIOTT EQUIPMENT CO | ALUMINUM REDUCER | 0.03 |
| EMBRIS GROUP LLC | BPW-230307 BLUFF ST LIFT STATION 2024/06/30M | 7,543.50 |
| EMPLOYEE BENEFITS SYSTEMS | HEALTH INSURANCE-JULY 2024 | 16,505.51 |
| HDR ENGINEERING, INC | BPW-211123 WW COLLECTION SYSTEM 2024/06/02-06/29 | 3,643.02 |
| HDR ENGINEERING, INC | BPW-181013 QUAIL CREEK LIFT 2024/05/05-06/29 | 691.30 |
| HDR ENGINEERING, INC | BPW-201109 SO LIFT STATION 2024/06/02-06/29 | 3,543.10 |
| METROPOLITAN UTILITIES DIST | 2024/06/07-07/08 MONTHLY SERVICE | 221.65 |
| MICHAEL TODD INDUSTRIAL SUPPLY | SURVEY GREEN PAINT | 194.68 |
| NMC GROUP, INC | GENERATOR ANNUAL PM INSPECTION | 540.00 |
| RELIANCE STANDARD INSURANCE | DENTAL INSURANCE-JULY | 564.88 |
| SARPY COUNTY & CITIES WASTEWATER AGENCY | BPW-230308 EASTERN SEGMENT APP #17 2024/06/30M | 159,556.68 |
| TRISTAR | 2024/06/30M CLAIMS PAID ALLOCATION LOSS ADJUSTMENT | 394.54 |
| UNITED RENTALS (NORTH AMERICA), INC | 2024/06/05-14 EQUIPMENT RENTAL | 1,725.16 |
| US BANK VOYAGER FLEET SYSTEMS | 2024/06/30M FUEL PURCHASE | 3,547.04 |
| | | $ 742,838.83 |
| **COMMUNITY BETTERMENT** | | |
| NEBRASKA DEPARTMENT OF REVENUE | QRTLY LOTTERY TAX 51-C 2024Q3 2024/06/30 | 54,533.00 |
| | | $ 54,533.00 |
| **ECONOMIC DEVELOPMENT** | | |
| WHITEWATER WEST INDUSTRIES LTD | DEPOSIT FOR RETRACTABLE ROOF FOR WATERPARK | 30,000.00 |
| | | $ 30,000.00 |
| **COMMUNITY DEVELOPMENT** | | |
| ABBY HIGHLAND | 2024/06/30M CDBG EXPENSES | 5,687.50 |
| BELLEVUE JR SPORTS ASSOCIATION | 3RD QTR BJSA EXPENSES PARTICIPATION PRGM | 1,310.00 |
| | | $ 6,997.50 |
| **BCMBC** | | |
| BLACK HILLS ENERGY | 2024/05/31-07/01 MONTHY SERVICE | 41.29 |
| METROPOLITAN UTILITIES DIST | 2024/06/06-07/05 MONTHLY SERVICE | 82.73 |
| OMAHA PUBLIC POWER DISTRICT | 2024/06/12-07/12 MONTHLY SERVICE | 1,305.33 |
| | | $ 1,429.35 |
| | **TOTAL CLAIMS FOR AUGUST 6, 2024** | **$ 2,895,843.75** |
| | **TOTAL PAYROLL FOR JULY 19, 2024** | **$ 1,727,284.00** |

12a.
8/6/2024

# CITY OF BELLEVUE, NEBRASKA
# AGENDA ITEM COVER SHEET

| | | | | | |
|---|---|---|---|---|---|
| COUNCIL MEETING DATE: July 16, 2024 | | | SUBMITTED BY: Tammi Palm, Planning Director | | |
| AGENDA ITEM: | | CONSENT AGENDA | ☐ | SPECIAL PRESENTATION | ☐ |
| LIQUOR LICENSE | ☐ | ORDINANCE | ☑ | PUBLIC HEARING | ☐ |
| RESOLUTION | ☐ | CURRENT BUSINESS | ☐ | OTHER | ☐ |

SUBJECT:

Request to rezone Lots 1 and 2, Walnut Grove Estates Replat 1, being a replat of Lot 2, Walnut Grove Estates, from AG to RE for the purpose of single-family residential development; small subdivision plat Lots 1 and 2, Walnut Grove Estates Replat 1; and waiver of Section 6-4 of the Subdivision Regulations, regarding street design standards. Applicant: Eric Carlson. General location: 5007 Platteview Rd.

SYNOPSIS/BACKGROUND:

Eric Carlson is requesting approval of a rezoning and small subdivision plat for Lots 1 and 2, Walnut Grove Estates Replat 1, and small subdivision plat Lots 1 and 2, Walnut Grove Estates Replat 1, being a replat of Lot 2, Walnut Grove Estates, to create an additional single-family residential acreage lot; and requesting a waiver of Section 6-4. The applicant is requesting RE (Residential Estates) zoning. The RE zoning is established for the purpose of allowing low density residential uses on larger parcels of land that are compatible with adjacent urban growth. Minimum lot size in the RE zone is one acre. Each of the proposed lots meets the minimum requirements for the RE zoning district. The applicant is requesting a waiver of Section 6-4, Subdivision Regulations, regarding minimum design guidelines for a private street. A private street serves more than one lot. The applicant is requesting a waiver to allow for the existing gravel driveway to remain and be extended to serve the additional lot. Staff is supportive of this request.

FISCAL IMPACT:: n/a 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: | | | | | |
| CIP PROJECT NAME: | | CIP PROJECT NAME: | | | |
| STREET DISTRICT NAME (S): | | STREET DISTRICT NUMBER (S): | | | |
| ACCOUNTING DISTRUBUTION CODE: | | ACCOUNT NUMBER: | | | |

RECOMMENDATION:

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

ATTACHMENTS:

| | | | | | |
|---|---|---|---|---|---|
| 1. | PC Recommendation | 2. | Staff Report | 3. | Ord. No. 4158 |
| 4. | | 5. | | 6. | |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 11/2022

# City of Bellevue

## PLANNING COMMISSION RECOMMENDATION

APPLICANT: Eric Carlson

CASE #'s Z-2303-08, S-2303-04

CITY COUNCIL HEARING DATE: August 6, 2024

REQUEST: to rezone Lots 1 and 2, Walnut Grove Estates Replat 1, being a replat of Lot 2, Walnut Grove Estates, from AG to RE for the purpose of single-family residential development; small subdivision plat Lots 1 and 2, Walnut Grove Estates Replat 1; and waiver of Section 6-4 of the Subdivision Regulations, regarding street design standards.

On June 27, 2024, the City of Bellevue Planning Commission voted six yes, zero no, three absent and zero abstained:

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

VOTE:

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

Planning Commission Hearing (s) was held on: June 27, 2024

# CITY OF BELLEVUE
# PLANNING DEPARTMENT

## RECOMMENDATION REPORT # 2

**CASE NUMBERS:** Z-2303-08
S-2303-04

**FOR HEARING OF:**
**REPORT #1:** June 27, 2024
**REPORT #2:** August 6, 2024

## I. GENERAL INFORMATION

### A. APPLICANT:

Eric Carlson
14909 Grover Street
Omaha, NE 68144

### B. PROPERTY OWNER:

Meredith Carlson, Trustee
5007 Platteview Road
Papillion, NE 68133

### C. GENERAL LOCATION:

5007 Platteview Road

### D. LEGAL DESCRIPTION:

Lots 1 and 2, Walnut Grove Estates Replat 1, being a replat of Lot 2, Walnut Grove Estates, located in the Southeast ¼ of Section 18, T13N, R13E of the 6th P.M., Sarpy County, Nebraska.

### E. REQUESTED ACTIONS:

1. Rezone Lots 1 and 2, Walnut Grove Estates Replat 1, from AG to RE

2. Small subdivision plat Lots 1 and 2, Walnut Grove Estates Replat 1

3. Waiver of Section 6-4, Subdivision Regulations.

### F. EXISTING ZONING AND LAND USE:

AG, Single Family Residential

### G. PURPOSE OF REQUEST:

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

### H. SIZE OF SITE:

The site is approximately 21 acres.

## II. BACKGROUND INFORMATION

### A. EXISTING CONDITION OF SITE:

Proposed Lot 1 is developed with a single-family residence, 1,058 square foot pole barn, accessory structures, and a 20' x 40' pool.

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

**C. North:** Agriculture/Single Family Residential, AG
**D. East:** Agriculture/Vacant, AG
**E. South:** Platteview Golf Club, AG
**F. West:** Agriculture/Single Family Residential, AG

### G. RELEVANT CASE HISTORY:

On June 27, 2024, the Planning Commission recommended approval of a request to rezone Lots 1 and 2, Walnut Grove Estates Replat 1, being a replat of Lot 2, Walnut Grove Estates located in the Southeast ¼ of Sectio 18, T13N, R13E of the 6th P.M., Sarpy County, Nebraska, from AG to RE for the purpose of single-family residential development; and small subdivision plat Lots 1 and 2, Walnut Grove Estates Replat 1; and waiver of Sectio 6-4 of the Subdivision Regulations, regarding street design standards.

### H. APPLICABLE REGULATIONS:

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

2. Chapter 5, Subdivision Regulations, regarding Small Subdivisions.

3. Chapter 6-4, Subdivision Regulations, regarding Minimum Design Standards.

## III. ANALYSIS

### A. COMPREHENSIVE PLAN:

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

### B. OTHER PLANS:

None

### C. TRAFFIC AND ACCESS:

1. Per the MAPA Traffic Flow Data, there are approximately 4,800 cars per day west of the intersection of 36th Street and Platteview Raod.

2. Access is from an existing private drive off Platteview Road. An ingress/egress easement will serve both lots.

### D. UTILITES:

This property utilizes a private well and septic system.

### E. ANALYSIS:

1. Eric Carlson has submitted a request to small subdivision plat Lots 1 and 2, Walnut Grove Estates Replat 1. In conjunction with the plat, the applicant is requesting a change of zone from AG to RE.

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

The minimum lot size in the RE zone is 1 acre. Each of the proposed lots meets the minimum requirements for the RE zoning district.

3. There is an existing single family residence and outbuildings on proposed Lot 1. Lot 2 would be created to facilitate the construction of an additional single family residence.

A bird coop shown on the as-built plot plan on the proposed property line is shown for removal. This will need to be done prior to the filing of the plat.

4. This application was before the Planning Commission on May 18, 2023, and continued indefinitely at that time. Sarpy County Public Works had discovered a

discrepancy with the original recoded plat in relation to the section lines. This issue has since been corrected to Sarpy County's satisfaction.

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

Matt Knight, Public Works Engineer, and Sarpy County Public Works, both requested technical revisions to the plat. The applicant's surveyor has satisfied this request.

No other comments were received on this case.

6. This property lies within the jurisdiction of the Sarpy County Wastewater Agency. The applicant has discussed fees with the Agency, which will be due prior to filing the plat.

7. The applicant is requesting a waiver of Section 6-4, Subdivision Regulations, regarding minimum design guidelines for a private street. A private street serves more than one lot. The applicant is requesting a waiver to allow for the existing gravel driveway to remain and be extended to serve the additional lot. Staff is supportive of this request.

8. The Future Land Use Map of the Comprehensive Plan shows this area as agriculture. This may change as the Comprehensive Plan update moves forward.

**F. TECHNICAL DEFICIENCIES:**

None

## IV. DEPARTMENT RECOMMENDATION

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

## V. PLANNING COMMISSION RECOMMENDATION

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

## VI. ATTACHMENTS TO REPORT

1. Vicinity map/Zoning Map
2. 2022 GIS aerial photo of the property
3. Letter from John Meng-Frecker received March 24, 2023
4. Small Subdivision Plat received June 17, 2024
5. As-built plot plan received March 27, 2024

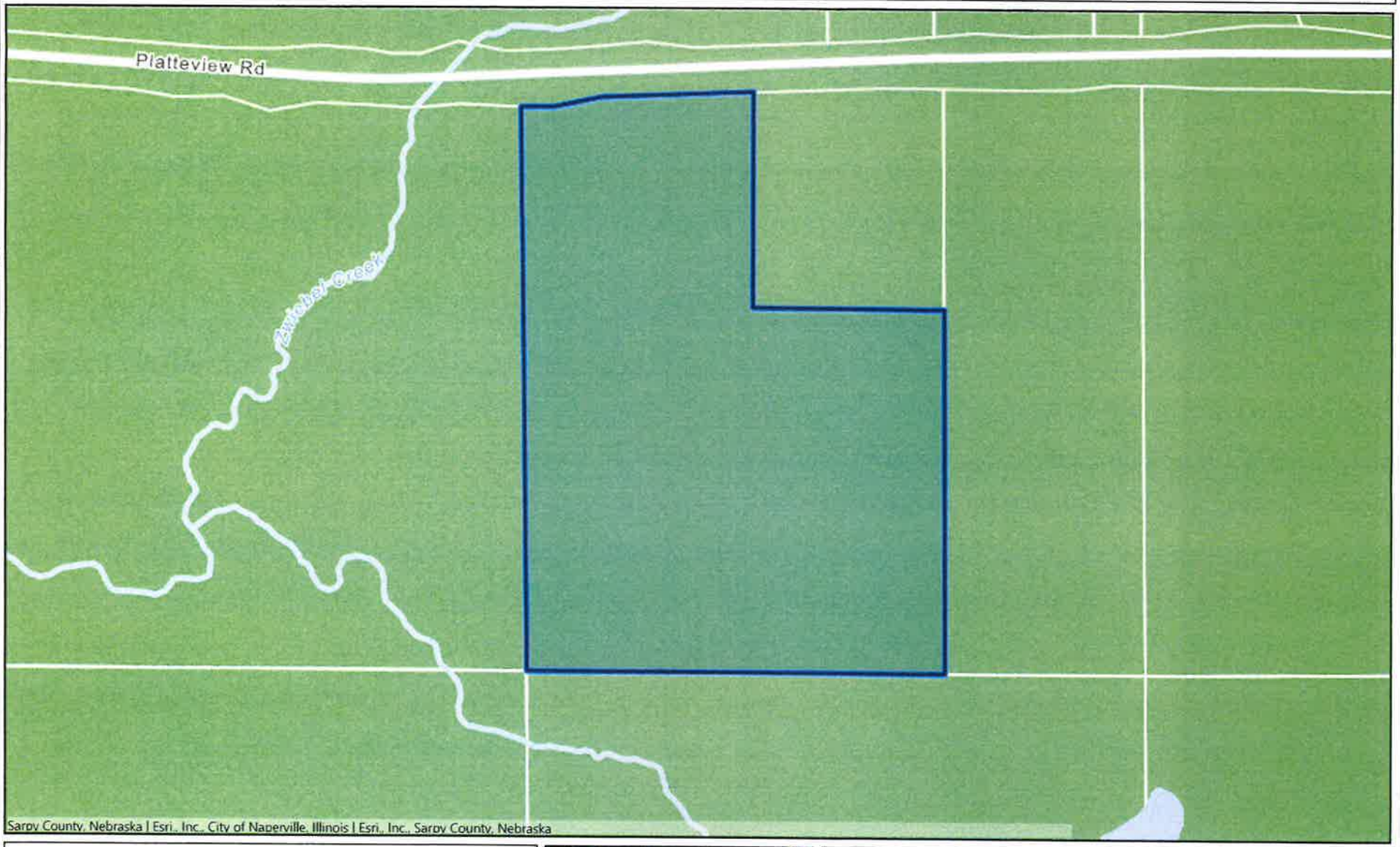
## VII. COPIES OF REPORT TO:

1. Eric Carlson
2. Ehrhart Griffin and Associates
3. Public Upon Request

Assistant Planning Manager

Planning Director Date of Report 07/09/24

SARPY COUNTY
NEBRASKA




0 400 800 ft

Map Scale 1: 4514

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



Notes

SARPY COUNTY
NEBRASKA




0 400 800 ft

Map Scale 1: 4514

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



Notes

RECEIVED
MAR 24 2023
PLANNING DEPT.

September 23, 2021

JUSTIFICATION FOR RE ZONING – RESIDENTIAL ESTATES
5007 PLATTEVIEW ROAD, BELLEVUE, NE
WALNUT GROVE ESTATES REPLAT 1

ON BEHALF OF THE APPLICANT, ERIC CARLSON, AND THE OWNER, MELISSA JARECKE, WE SUBMIT THE FOLOWING JUSTIFICATION FOR REZONING FROM AG TO RE:

CURRENT ZONING OF WALNUT GROVE ESTATES IS AG. IT IS MORE APPROPRIATE THAT THE SUBDIVISION BE REZONED TO RE – RESIDENTIAL ESTATES.

- NO AGRICULTURE OPERATIONS ARE CONDUCTED WITHIN THE SUBDIVISION.
- THE SUBDIVISION IS HEAVILY TREED.
- THE PROPOSED REPLAT OF LOT 2 (20.96 ACRES) OF WALNUT GROVE ESTATES WILL SUBDIVIDE THE LAND INTO FOUR LOTS WHICH RANGE FROM 3.2 ACRES TO 8.1 ACRES IN SIZE WITH COMMON AREA IMPROVEMENTS TO BE MAINTAINED BY A HOMEOWNERS ASSOCIATION.
- THE EXISTING AND FUTURE IMPROVEMENTS ARE SINGLE FAMILY HOMES.
- THE ABOVE PLAN COMPLIES WITH THE STATED INTENT OF RE RESIDENTIAL ESTATES: "**Intent**: The Residential Estates District is established for the purpose of allowing low density residential uses on larger parcels of land that are compatible with adjacent urban growth. The RE classification is to be used only for suburban single family homes and the community services and facilities appurtenant thereto."
- A COMPARABLE AREA NEARBY IS 'THE LINKS' AND 'BAZARS ADDITION' ON PLATTEVIEW ROAD WHICH HAS SINGLE FAMILY HOMES ON LOT SIZES OF 1.3 TO 6.3 ACRES.

John Meng-Frecker

John Meng-Frecker
EHRHART GRIFFIN & ASSOCIATES

# WALNUT GROVE ESTATES REPLAT 1

LOTS 1 AND 2,
AND BEING A REPLAT OF A PART OF LOT 2, WALNUT GROVE ESTATES,
IN THE SOUTHEAST QUARTER OF SECTION 18, PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 18, AND PART OF THE NORTHEAST 1/4 OF SECTION 19, ALL IN
TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH P.M.
SARPY COUNTY, NEBRASKA

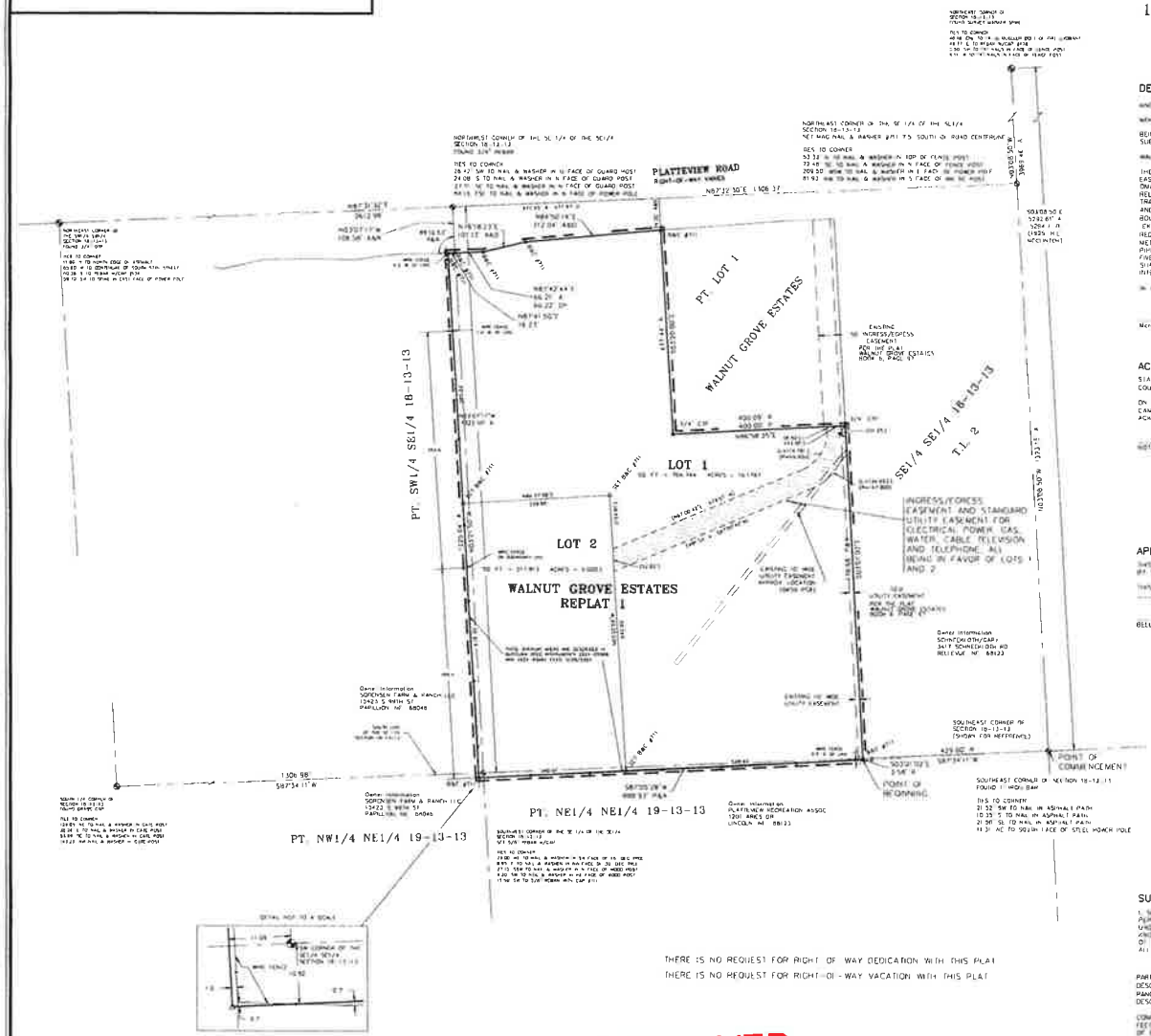
NORTH
SCALE 1" = 130'

130 0 130 260 390FEET

LEGEND

- △ - SET 5/8" REBAR W/CAP (L.N.O.)
- ● - FOUND SURVEY POINT
- ⊙ - TEMPORARY CONTROL POINT (T.C.P.) (1/2" LANDSCAPE SPIKE) (U.N.O.)
- C.T.P. - CRIMPED TOP PIPE
- O.T.P. - OPEN TOP PIPE
- B&C - 5/8" REBAR WITH PLASTIC CAP
- S.D.H. - STAR DRILL HOLE
- "X" - CHISELED "X" IN CONCRETE
- P - PLAT DISTANCE
- A - ACTUAL DISTANCE
- D - DEED DISTANCE
- R - RECORDED DISTANCE
- C - COMPUTED DISTANCE
- U.N.O. - UNLESS NOTED OTHERWISE

BEARINGS ARE REFERENCED TO NEBRASKA STATE PLANE COORDINATE SYSTEM (NAD83)




THERE IS NO REQUEST FOR RIGHT OF WAY DEDICATION WITH THIS PLAT
THERE IS NO REQUEST FOR RIGHT-OF-WAY VACATION WITH THIS PLAT

## DEDICATION

KNOW ALL MEN THESE PRESENTS, THAT I,

KENNETH CARLSON

BEING SOLE OWNER AND PROPRIETOR OF THE LAND EMBRACED WITHIN THIS PLAT AND DESCRIBED IN THE SURVEYOR'S CERTIFICATE HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS AND STREETS SAID SUBDIVISION TO BE KNOWN AS

WALNUT GROVE ESTATES REPLAT 1

THE LOTS TO BE NUMBERED AS SHOWN (LOTS 1 AND 2), AND I APPROVE THE DISPOSITION OF THE PROPERTY AS SHOWN ON THIS PLAT AND WE DO ALSO GRANT THE EASEMENTS SHOWN ON THE PLAT TO THE AGENCIES DESIGNATED AND THEIR ASSIGNS FOR THE PURPOSES NOTED. WE DO FURTHER GRANT A PERPETUAL EASEMENT TO THE OMAHA PUBLIC POWER DISTRICT, QWEST CORPORATION AND CENTURYLINK TO ERECT, OPERATE, MAINTAIN, REPAIR AND RENEW POLES, WIRES, CABLES, CONDUITS AND OTHER RELATED FACILITIES, AND TO EXTEND THEREON WIRES OR CABLES FOR THE CARRYING AND TRANSMISSION OF ELECTRIC CURRENT FOR LIGHT, HEAT AND POWER AND FOR THE TRANSMISSION OF SIGNALS AND SOUNDS OF ALL KINDS INCLUDING SIGNALS PROVIDED BY A CABLE TELEVISION SYSTEM AND THE RECEPTION ON, OVER, THROUGH, UNDER AND ACROSS A FIVE-FOOT (5') WIDE STRIP OF LAND ABUTTING ALL FRONT AND SIDE BOUNDARY LOT LINES, AN EIGHT FOOT (8') WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL INTERIOR LOTS, AND A SIXTEEN-FOOT (16') WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL EXTERIOR LOTS. THE TERM EXTERIOR LOTS IS HEREIN DEFINED AS THOSE LOTS FORMING THE OUTER PERIMETER OF THE ABOVE DESCRIBED ADDITION AND SAID SIXTEEN-FOOT (16') WIDE EASEMENT WILL BE REDUCED TO AN EIGHT-FOOT (8') WIDE STRIP WHEN THE ADJACENT LAND IS SURVEYED, PLATTED AND RECORDED. PERPETUAL EASEMENTS SHALL BE GRANTED TO METROPOLITAN UTILITIES DISTRICT AND/OR BLACK HILLS ENERGY AND THEIR SUCCESSORS AND ASSIGNS, TO ERECT, INSTALL, OPERATE, MAINTAIN, REPAIR AND RENEW PIPELINES, HYDRANTS, AND OTHER RELATED FACILITIES, AND TO EXTEND THEREON PIPES FOR THE TRANSMISSION OF GAS AND WATER ON, THROUGH, UNDER AND ACROSS A FIVE FOOT WIDE STRIP OF LAND ABUTTING ALL CUL-DE-SAC STREETS AND ALONG ALL STREET FRONTAGES OF ALL LOTS. NO PERMANENT BUILDINGS OR RETAINING WALLS SHALL BE PLACED IN THE SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED.

IN WITNESS WHEREOF, WE DO HEREBY SET OUR HAND

_____ AS OWNER
Kenneth Carlson, Trustee of Melissa Jolene Revocable Trust

DATE

## ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA )
COUNTY OF DOUGLAS )

ON THIS _____ DAY OF _____, 20____, A.D., BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY, PERSONALLY CAME KENNETH CARLSON TO BE PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THE ABOVE OWNER'S CERTIFICATION, AND SHE ACKNOWLEDGED THE EXECUTION THEREOF TO BE HER VOLUNTARY ACT AND DEED. WITNESS MY HAND AND NOTARIAL SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

_____
NOTARY PUBLIC

## REVIEW BY SARPY COUNTY PUBLIC WORKS

THIS PLAT OF
WALNUT GROVE ESTATES REPLAT 1
WAS REVIEWED BY THE SARPY COUNTY SURVEYOR'S OFFICE

THIS _____ DAY OF _____, 20____

_____
SARPY COUNTY SURVEYOR/ENGINEER

## APPROVAL OF BELLEVUE PLANNING COMMISSION

THIS PLAT OF WALNUT GROVE ESTATES REPLAT 1 WAS APPROVED BY THE BELLEVUE CITY PLANNING COMMISSION

THIS _____ DAY OF _____, 20____

_____
BELLEVUE PLANNING COMMISSIONER

## COUNTY TREASURER'S CERTIFICATE

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

_____
COUNTY TREASURER

_____
DATE

## APPROVAL OF BELLEVUE CITY COUNCIL

THIS PLAT OF WALNUT GROVE ESTATES REPLAT 1 WAS APPROVED BY THE BELLEVUE CITY COUNCIL

THIS _____ DAY OF _____, 20____

_____
MAYOR, CITY OF BELLEVUE

_____
BELLEVUE CITY CLERK

## SURVEYOR'S CERTIFICATE

I, SHANE BAKER, A NEBRASKA REGISTERED LAND SURVEYOR NO. 711, DULY REGISTERED UNDER THE LAND SURVEYOR'S REGULATION ACT, DO HEREBY STATE THAT I HAVE PERFORMED A SURVEY OF THE LAND DESCRIBED ON THE ACCOMPANYING PLAT, THAT SAID PLAT IS A TRUE DELINEATION OF SAID SURVEY PERFORMED PERSONALLY OR UNDER MY DIRECT SUPERVISION, THAT SAID SURVEY WAS MADE WITH REFERENCE TO KNOWN AND RECORDED MONUMENTS MARKED AS SHOWN, TO THE BEST OF MY KNOWLEDGE AND BELIEF THE BOUNDARY AND LOTS SHOWN ARE TRUE, CORRECT AND IN ACCORDANCE WITH THE LAND SURVEYOR'S REGULATION ACT IN EFFECT AT THE TIME OF THIS SURVEY, AND THAT PERMANENT MARKERS HAVE BEEN FOUND AT ALL CORNERS OF SAID BOUNDARY AS SHOWN AND THAT PERMANENT MARKERS WILL BE SET AT ALL LOT CORNERS, ANGLE POINTS AND AT THE ENDS OF ALL CURVES AS SHOWN UNLESS NOTED OTHERWISE WITHIN THIS SUBDIVISION TO BE KNOWN AS

PART OF LOT 2, WALNUT GROVE ESTATES, TOGETHER WITH THAT PART OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH P.M. DESCRIBED IN QUITCLAIM DEED FILED 3/28/2024 (INSTRUMENT 2024-05088), AND THAT PART OF OF THE SW1/4 OF THE SE1/4 OF SECTION 18, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH P.M. DESCRIBED IN QUITCLAIM DEED FILED 3/28/2024 (INSTRUMENT 2024-05094), ALL IN SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 18; THENCE, S89°34'11"W ON THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 18 A DISTANCE OF 428.00 FEET TO A POINT ON THE EAST LINE OF SAID LOT 2, WALNUT GROVE ESTATES, THENCE S00°01'01"E ON SAID EAST LINE OF LOT 2 A DISTANCE OF 2.58 FEET TO THE POINT OF BEGINNING;

THENCE S87°50'28"W A DISTANCE OF 888.83 FEET; THENCE N62°23'55"W A DISTANCE OF 1233.84 FEET TO THE POINT ON THE SOUTHERLY RIGHT-OF-WAY OF PLATTEVIEW ROAD; THENCE N89°41'55"E ON SAID SOUTHERLY RIGHT-OF-WAY A DISTANCE OF 1629.66 FEET TO A POINT ON THE WEST LINE OF THE SE1/4 OF THE SE1/4 OF SAID SECTION 18; THENCE N89°42'44"E ON SAID SOUTHERLY RIGHT-OF-WAY A DISTANCE OF 86.71 FEET; THENCE N78°18'23"E ON SAID SOUTHERLY RIGHT-OF-WAY A DISTANCE OF 101.12 FEET; THENCE N84°50'14"E ON SAID SOUTHERLY RIGHT-OF-WAY A DISTANCE OF 314.64 FEET TO A POINT ON THE EAST LINE OF SAID LOT 2, WALNUT GROVE ESTATES; THENCE S00°26'08"E ON SAID EAST LINE OF LOT 2 A DISTANCE OF 477.44 FEET TO THE SOUTHWEST CORNER OF LOT 1, WALNUT GROVE ESTATES; THENCE N89°57'19"E ON THE SOUTH LINE OF SAID LOT 1, WALNUT GROVE ESTATES A DISTANCE OF 400.28 FEET TO A POINT ON THE EAST LINE OF SAID LOT 2, WALNUT GROVE ESTATES; THENCE S00°01'01"E ON SAID EAST LINE OF LOT 2 A DISTANCE OF 918.68 FEET TO THE POINT OF BEGINNING, CONTAINING 822,351 SQUARE FEET OR 21.175 ACRES, MORE OR LESS.

_____
SHANE BAKER, NEBRASKA R.L.S. 711

DATE

STATE OF NEBRASKA
SURVEY REPOSITORY
INFORMATION

RECEIVED
JUN 17 2024
PLANNING DEPT.

PROJECT NO.
EGA211170

| NO. | DESCRIPTION | DATE | BY |
|---|---|---|---|
| | | | |

REVISIONS


EHRHART GRIFFIN & ASSOCIATES
11552 Fornam Street
Omaha, Nebraska 68154
402 / 551-0631


- ENGINEERING
- PLANNING
- LAND SURVEYING

WALNUT GROVE ESTATES REPLAT 1
A SMALL SUBDIVISION
5007 PLATTEVIEW ROAD
PAPILLION, NEBRASKA

DATE: 4/4/2024
DESIGNED BY:
DRAWN BY: SRB
CHECKED BY:
CREW:

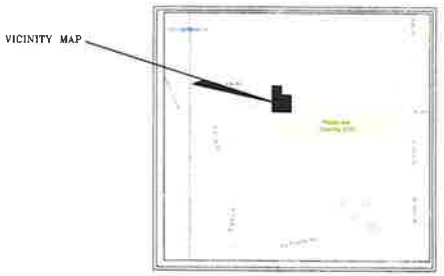
NEBRASKA REGISTERED LS 711 LAND SURVEYOR SHANE BAKER

SHEET NO.
1 OF 1










**LEGAL DESCRIPTION**

(PROPOSED)------WALNUT GROVE REPLAT 1, A SUBDIVISION CONTAINING LOTS 1 AND 2, AND BEING A REPLAT OF PART OF LOT 2, WALNUT GROVE ESTATES, SARPY COUNTY, NEBRASKA, BEING SURVEYED AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 2, WALNUT GROVE ESTATES; THENCE S87°05'28"W A DISTANCE OF 668.33 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE N02°22'32"W A DISTANCE OF 1215.14 FEET TO A POINT ON THE WEST LINE OF SAID LOT 2, SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT-OF-WAY OF PLATTEVIEW ROAD AS CONVEYED IN INSTRUMENT AT BOOK 155, PAGE 773; THENCE N87°14'18"E ON SAID SOUTHERLY RIGHT-OF-WAY A DISTANCE OF 65.41 FEET; THENCE N75°51'13"E ON SAID SOUTHERLY RIGHT-OF-WAY A DISTANCE OF 101.12 FEET; THENCE N84°23'04"E ON SAID RIGHT-OF-WAY A DISTANCE OF 312.04 FEET TO A POINT ON THE EASTERLY LINE OF SAID LOT 2; THENCE S03°00'27"E A DISTANCE OF 471.45 FEET TO A POINT ON THE EASTERLY LINE OF SAID 2; THENCE N88°58'35"E A DISTANCE OF 400.09 FEET TO A POINT ON THE EAST LINE OF SAID LOT 2; THENCE S03°01'52"E A DISTANCE OF 778.68 FEET TO THE POINT OF BEGINNING, CONTAINING 919,318 SQUARE FEET OR 21.102 ACRES, MORE OR LESS.

**LEGEND:**

P – PLAT DISTANCE
A – ACTUAL DISTANCE
R – RECORDED DISTANCE
C – CALCULATED DISTANCE
D – DEED DISTANCE
D* – CERTAIN DISTANCES IN DEED AT BOOK 155 PAGE 773 APPEAR TO BE IN ERROR AND ARE IN CONFLICT WITH SURVEYS AND PLATS OF RECORD

C.T.P. – CRIMPED TOP PIPE
O.T.P. – OPEN TOP PIPE
S.D.H. – STAR DRILL HOLE
"X" – CHISELED "X" IN CONCRETE

● – FOUND SURVEY POINT 5/8IC – REBAR & CAP
△ – SET SURVEY POINT (5/8" REBAR W/CAP U.N.O.)

THERE IS NO REQUEST FOR RIGHT-OF-WAY DEDICATION WITH THIS PLAT
THERE IS NO REQUEST FOR RIGHT-OF-WAY VACATION WITH THIS PLAT

**SURVEYOR'S CERTIFICATION:**

I HEREBY CERTIFY THAT THIS PLAT, MAP, SURVEY, OR REPORT WAS MADE BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEBRASKA.

Date 7/16/2021

Shane Baker

NEBRASKA REG. NUMBER LS-711 LAND SURVEYOR SHANE BAKER

RECEIVED
MAR 24 2023
DEPT.

PROJECT NO.
EGA211170

REVISIONS

| NO. | DESCRIPTION | DATE | BY |
|---|---|---|---|

EHRHART GRIFFIN & ASSOCIATES
3552 Farnam Street
Omaha Nebraska 68131
402 / 551-0631

- ENGINEERING
- PLANNING
- LAND SURVEYING

# 5007 PLATTEVIEW ROAD SITE CONDITIONS PLAN

PROPOSED – WALNUT GROVE ESTATES REPLAT
PAPILLION, NEBRASKA

DATE: 10/14/2021
DESIGNED BY:
DRAWN BY: SRB
CHECKED BY:
CREW:

SHEET NO.
1 OF 1

# ORDINANCE NO. _4158____

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF BELLEVUE, NEBRASKA, AS PROVIDED FOR BY ARTICLE 3 OF ORDINANCE NO. 4146 BY CHANGING THE ZONE CLASSIFICATION OF LAND LOCATED AT OR ABOUT 5007 PLATTEVIEW ROAD, MORE PARTICULARLY DESCRIBED IN SECTION 1 OF THE ORDINANCE AND TO PROVIDE AN EFFECTIVE DATE.

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

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

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

> Lots 1 and 2, Walnut Grove Estates Replat 1, being a replat of Lot 2, Walnut Grove Estates, located in the Southeast ¼ of Section 18, T13N, R13E of the 6th P.M., Sarpy County, Nebraska
>
> From AG (Agricultural Zone) to RE (Residential Estates)

(Eric Carlson)

Section 2. This ordinance shall not take effect until such time as the final plat of Walnut Grove Estates Replat 1, is filed with the Sarpy County Register of Deeds in accordance with Section 5-10 of the City of Bellevue Subdivision Regulations.

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

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

ADOPTED by the Mayor and City Council this _____ day of _____, 2024.

APPROVED AS TO FORM:

_____
City Attorney

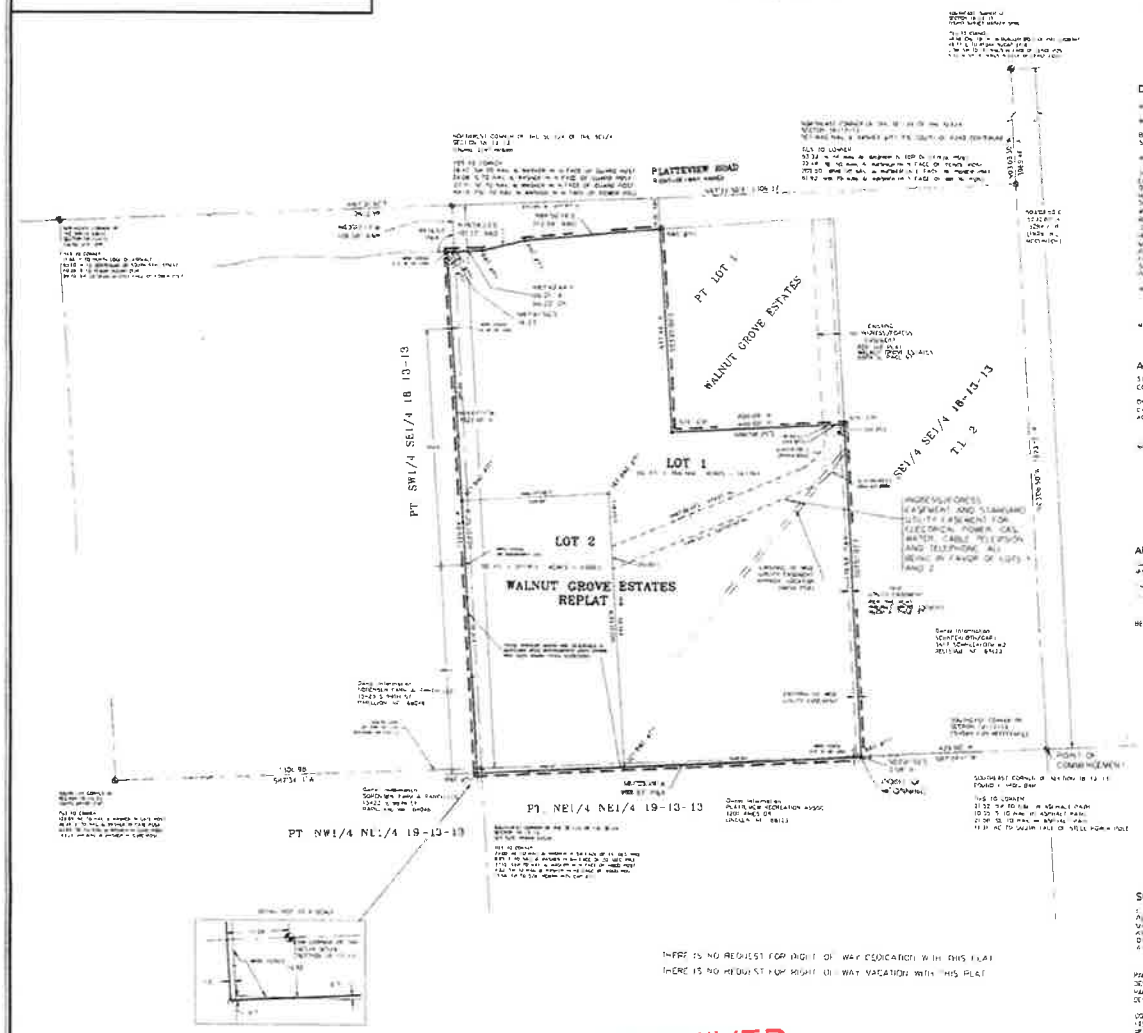
ATTEST

_____ _____
City Clerk Mayor

First Reading: _____
Second Reading: _____
Third Reading: _____

# WALNUT GROVE ESTATES REPLAT 1

LOTS 1 AND 2,
AND BEING A REPLAT OF A PART OF LOT 2, WALNUT GROVE ESTATES, IN THE SOUTHEAST QUARTER OF SECTION 18, PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 18, AND PART OF THE NORTHEAST 1/4 OF SECTION 19, ALL IN TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH P.M.
SARPY COUNTY, NEBRASKA




THERE IS NO REQUEST FOR RIGHT OF WAY DEDICATION WITH THIS PLAT
THERE IS NO REQUEST FOR RIGHT OF WAY VACATION WITH THIS PLAT

## DEDICATION

BEING SOLE OWNER AND PROPRIETOR OF THE LAND EMBRACED WITHIN THIS PLAT AND DESCRIBED IN THE SURVEYOR'S CERTIFICATE I HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS AND STREETS, SAID SUBDIVISION TO BE KNOWN AS

## ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA )
COUNTY OF DOUGLAS )

## APPROVAL OF BELLEVUE PLANNING COMMISSION

BELLEVUE PLANNING COMMISSION

## REVIEW BY SARPY COUNTY PUBLIC WORKS

## COUNTY TREASURER'S CERTIFICATE

## APPROVAL OF BELLEVUE CITY COUNCIL

## SURVEYOR'S CERTIFICATE

PART OF LOT 2 WALNUT GROVE ESTATES, TOGETHER WITH THAT PART OF THE NORTHEAST 1/4 OF SECTION 19 TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH P.M. DESCRIBED IN QUITCLAIM DEED FILED 3/28/2024 (INSTRUMENT 2024 05068) AND THAT PART OF THE SE1/4 OF THE SE1/4 OF SECTION 18, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH P.M. DESCRIBED IN QUITCLAIM DEED FILED 3/28/2024 (INSTRUMENT 2024 05069) ALL IN SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 18; THENCE N01°31'13"W (ON THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 18) A DISTANCE OF 429.00 FEET TO A POINT ON THE EAST LINE OF SAID LOT 2, WALNUT GROVE ESTATES, BEING SOUTH 01°31'13" EAST A DISTANCE OF 1,320.00 FEET FROM THE POINT OF BEGINNING;

THENCE SOUTH 01°31'13" EAST (ON THE EAST LINE OF SAID LOT 2) A DISTANCE OF 891.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 88°28'47" WEST (ON THE SOUTH LINE OF SAID LOT 2) A DISTANCE OF 1,320.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE NORTH 01°31'13" WEST (ON THE WEST LINE OF SAID LOT 2) A DISTANCE OF 891.00 FEET TO A POINT ON THE EAST LINE OF LOT 3 WALNUT GROVE ESTATES; THENCE NORTH 88°28'47" EAST (ON THE NORTH LINE OF SAID LOT 2) A DISTANCE OF 1,320.00 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 1,176,680 SQUARE FEET OR 27.02 ACRES, MORE OR LESS.

RECEIVED
JUN 17 2024
PLANNING DEPT.

PROJECT NO.
EGA211170

REVISIONS

| NO. | DESCRIPTION | DATE | BY |
|---|---|---|---|

EHRHART GRIFFIN & ASSOCIATES

- ENGINEERING
- PLANNING
- LAND SURVEYING

WALNUT GROVE ESTATES REPLAT 1
A SMALL SUBDIVISION
5007 PLATTEVIEW ROAD
PAPILLION, NEBRASKA

DATE: 6/4/2024
DESIGNED BY:
DRAWN BY: SAF
CHECKED BY:
CREW:

NEBRASKA LS 721

SHEET NO.
1 OF 1

12b.
8/6/2024

# CITY OF BELLEVUE, NEBRASKA
# AGENDA ITEM COVER SHEET

| | | | | | |
|---|---|---|---|---|---|
| COUNCIL MEETING DATE: July 16, 2024 | | | SUBMITTED BY: Tammi Palm, Planning Director | | |
| AGENDA ITEM: | | CONSENT AGENDA | | SPECIAL PRESENTATION | |
| LIQUOR LICENSE | | ORDINANCE | ✔ | PUBLIC HEARING | |
| RESOLUTION | | CURRENT BUSINESS | | OTHER | |

SUBJECT:

Request to rezone Lots 1 and 2, Waldruh Replat No. 7, from RD-60-PS and RS-84-PS to RD-60-PS and RS-84-PS for the purpose of a lot line adjustment; and small subdivision plat Lots 1 and 2, Waldruh Replat No. 7. Applicant: Lawrence T. Butler. General location: 505 Waldruh Drive.

SYNOPSIS/BACKGROUND:

Lawrence Butler is requesting approval of a rezoning and small subdivision plat for Lots 1 and 2, Waldruh Replat No. 7, for the purpose of a lot line adjustment. Mr. Butler desires to add a covered porch onto the rear of his existing residence. He is unable to accomplish this due to the lack of space required for the rear yard setback. With approval of the proposed small subdivision plat, Mr. Butler would meet the required rear yard setback. This request will not change the zoning designations already existing. Proposed Lot 1 will remain RD-60-PS and Lot 2 will remain RS-84-PS.

FISCAL IMPACT:: n/a 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: | | | | | |
| CIP PROJECT NAME: | | CIP PROJECT NAME: | | | |
| STREET DISTRICT NAME (S): | | STREET DISTRICT NUMBER (S): | | | |
| ACCOUNTING DISTRUBUTION CODE: | | ACCOUNT NUMBER: | | | |

RECOMMENDATION:

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

ATTACHMENTS:

| | | | | | |
|---|---|---|---|---|---|
| 1. | PC Recommendation | 2. | Staff Report | 3. | Ord. No. 4159 |
| 4. | | 5. | | 6. | |

SIGNATURES:

LEGAL APPROVAL AS TO FORM: Kimmer Baker/Lan

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 11/2022

# City of Bellevue

## PLANNING COMMISSION RECOMMENDATION

APPLICANT: Lawrence T. Butler

CASE #'s Z-2404-02, S-2404-05

CITY COUNCIL HEARING DATE: August 6, 2024

REQUEST: to rezone Lots 1 and 2, Waldruh Replat No. 7, from RD-60-PS and RS-84-PS to RD-60-PS and RS-84-PS for the purpose of a lot line adjustment; and small subdivision plat Lots 1 and 2, Waldruh Replat No. 7.

On June 27, 2024, the City of Bellevue Planning Commission voted six yes, zero no, three absent and zero abstained:

***APPROVAL*** based upon conformance with the Zoning Ordinance and Comprehensive Plan as well as lack of perceived negative impact upon the surrounding neighborhood.

VOTE:

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

Planning Commission Hearing (s) was held on: June 27, 2024

# CITY OF BELLEVUE
# PLANNING DEPARTMENT

## RECOMMENDATION REPORT #2

**CASE NUMBER**: Z-2404-02
S-2404-05

**FOR HEARING OF**:
**REPORT #1**: June 27, 2024
**REPORT #2**: August 6, 2024

## I. GENERAL INFORMATION

### A. APPLICANT:

Lawrence T. Butler
505 Waldruh Drive
Bellevue, NE 68005

### B. PROPERTY OWNERS:

Lawrence T. Butler
505 Waldruh Drive
Bellevue, NE 68005

Waldruh Homeowners Association
Attn: Bryan Handlos/Treasurer
504 Waldruh Drive
Bellevue, NE 68005

### C. GENERAL LOCATION:

505 Waldruh Drive

### D. LEGAL DESCRIPTION:

Lots 1 and 2, Waldruh Replat No. 7, being a replat of Lot 36, Waldruh Replat No. 4, and Lot 2, Waldruh Replat No. 6, located in the Southeast ¼ of Section 25, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

### E. REQUESTED ACTIONS:

1. Rezone Lots 1 and 2, Waldruh Replat No. 7, from RD-60-PS and RS-84-PS to RD-60-PS and RS-84-PS.

2. Small Subdivision Plat Lots 1 and 2, Waldruh Replat No. 7.

### F. EXISTING ZONING AND LAND USE:

RD-60-PS and RS-84-PS, Single Family Residential/Vacant.

### G. PURPOSE OF REQUEST:

The purpose of this request is to obtain approval of a rezoning and small subdivision plat for a lot line adjustment.

### H. SIZE OF SITE:

Lot 36, Waldruh Replat No. 4, is approximately 0.24 acres and Lot 2, Waldruh Replat No. 6 is approximately 0.60 acres.

## II. BACKGROUND INFORMATION

### A. EXISTING CONDITION OF SITE:

Lot 36 is presently developed with a single-family residence built in 1991. Lot 2 is vacant and covered with vegetation.

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

1. **North:** Single Family Residential/Vacant, RD-60-PS and RS-84-PS
2. **East:** Single Family Residential/Vacant, RS-84-PS
3. **South:** Single Family Residential, RD-60-PS
4. **West:** Single Family Residential, RD-60-PS

### C. REVELANT CASE HISTORY:

On June 27, 2024, the Planning Commission recommended approval of a request to rezone Lots 1 and 2, Waldruh Replat No. 7, being a replat of Lot 36, Waldruh Replat No. 4, and Lot 2, Waldruh Replat No. 6, located in the southeast ¼ of Section 25, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, from RD-60-PS and RS-84-PS to RD-60-PS and RS-84-PS, for the purpose of a lot line adjustment; and small subdivision plat Lots 1 and 2 Waldruh replat No. 7.

### D. APPLICABLE REGULATIONS:

1. Section 5.09, Zoning Ordinance, regarding RS-84 uses and requirements.

2. Section 5.11, Zoning Ordinance, regarding RG-60 uses and requirements.

3. Section 5.17, Zoning Ordinance, regarding -PS uses and requirements.

4. Chapter 5, Subdivision Regulations, regarding Small Subdivisions.

## III. ANALYSIS

### A. COMPREHENSIVE PLAN:

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

### B. OTHER PLANS:

None

### C. TRAFFIC AND ACCESS:

1. There is no MAPA traffic data information available for this area.

2. The property presently has access from a private driveway off Waldruh Drive.

### D. UTILITIES:

All utilities are available to this location.

### E. ANALYSIS:

1. Lawrence Butler is requesting approval of a rezoning and small subdivision plat for Lots 1 and 2, Waldruh Replat No. 7, for the purpose of a lot line adjustment.

2. Mr. Butler desires to add a covered porch onto the rear of his existing residence. He is unable to accomplish this due to lack of space for the required rear yard setback. With approval of the proposed small subdivision plat, Mr. Butler would meet the required rear yard setback.

3. This request would not change the zoning designations already existing. Proposed Lot 1 will remain RD-60-PS and Lot 2 will remain RS-84-PS.

The previously approved setbacks for Lot 1 under the -PS designation are as follows:

- 17.5' Front Yard
- 5' Side Yard
- 15' Rear Yard

4. This application was sent out to the following departments/individuals for review: Public Works, Permits and Inspections, Chief of Police, Offutt Air Force Base, Fire Inspector, Sarpy County Planning Director, Sarpy County Public Works Department, and the Bellevue Public School District. The cover letter

indicated a deadline to send comments back to the Planning Department, and also stated if the requested department did not have comments pertaining to the application, no response was needed.

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

5. The Future Land Use Map of the Comprehensive Plan shows this area as medium-density residential. The applicant's request is in conformance with the Comprehensive Plan.

6. The small subdivision plat and rezoning do not impact the existing land use or change the character of the neighborhood.

**F. TECHNICAL DEFICIENCIES:**

None

## IV. DEPARTMENT RECOMMENDATION

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

## V. PLANNING COMMISSION RECOMMENDATION

APPROVAL based upon conformance with the Zoning Ordinance and Comprehensive Plan as well as lack of perceived impact upon the surrounding neighborhood.

## VI. ATTACHMENTS TO REPORT

1. Vicinity map/Zoning Map
2. 2022 GIS aerial photo of the property
3. Small subdivision plat received May 14, 2024
4. As-built plot plan received April 19, 2024
5. Letter from the applicant received April 19, 2024

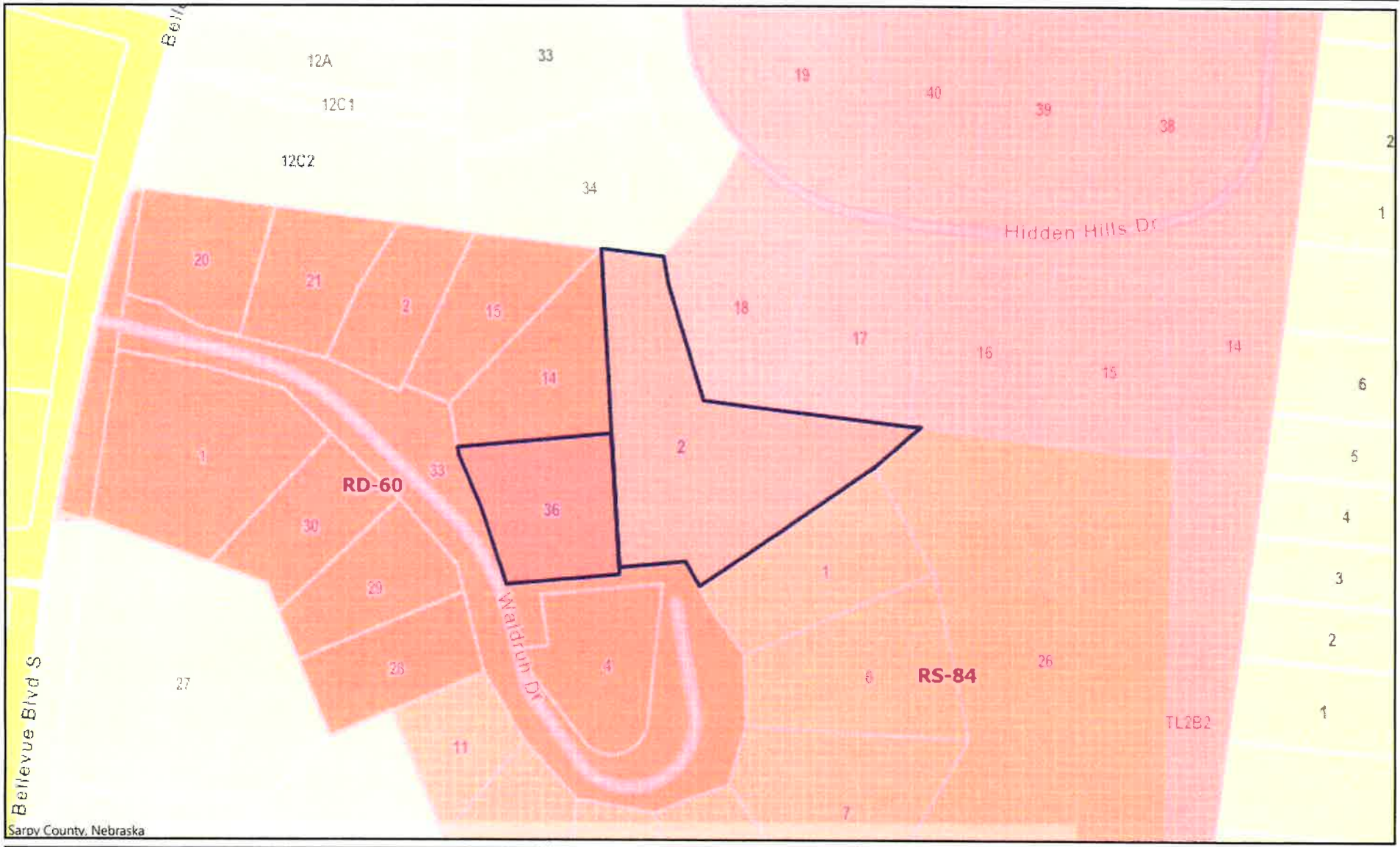
## VII. COPIES OF REPORT TO:

1. Applicant (Lawrence T. Butler)
2. Waldruh Homeowners Association
3. Fine Line Surveying, LLC (Karen Brightenburg)
4. Public Upon Request

Assistant Planning Manager

Planning Director Date of Report

SARPY COUNTY
NEBRASKA




0 100 200 ft

Map Scale 1: 1592

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




Notes

SARPY COUNTY
NEBRASKA




0 100 200 ft

Map Scale 1: 1592

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

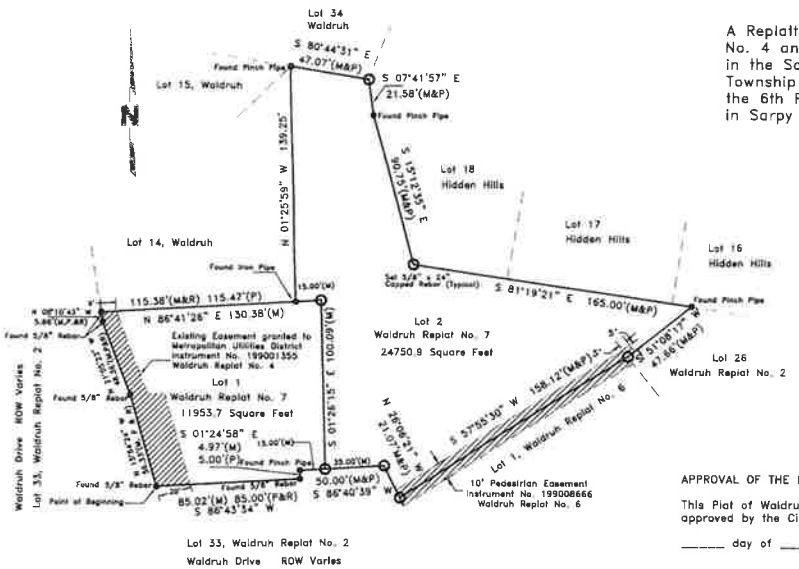


Notes

# WALDRUH REPLAT NO. 7

## Lots 1 and 2

A Replatting of Lot 36, Waldruh Replat No. 4 and Lot 2, Waldruh Replat No. 6 in the Southeast Quarter of Section 25, Township 14 North, Range 13 East of the 6th P.M. as Surveyed and Recorded in Sarpy County, Nebraska




Lot 33, Waldruh Replat No. 2
Waldruh Drive ROW Varies

LEGEND

- = Section Corner
- = Corner Found
- = Corner Set - 5/8" x 24" Rebar (unless otherwise noted)
- △ = Temporary Point
- (D) = Deeded Distance
- (M) = Measured Distance
- (P) = Platted Distance
- (R) = Recorded Distance
- N.T.S. = Not to Scale

0' 25' 50' 100'
Scale in Feet

### SURVEYORS CERTIFICATE & LEGAL DESCRIPTION

I hereby certify that I have accurately surveyed the subdivision to be known as WALDRUH REPLAT 7, a replatting of Lot 36, Waldruh Replat No. 4 and of Lot 2, Waldruh Replat No. 6 all located in the Southeast Quarter of Section 25, T14N, R13E Bellevue, Sarpy County, Nebraska, more particularly described as follows:

Beginning at the Southwest corner of Lot 36, Waldruh Replat No. 4; Thence: N 15°54'24" W, same as the bearing on the original survey, a distance of 56.33 feet; Thence: N 21°05'23" W, a distance of 48.36 feet; Thence: N 08°10'43" W, a distance of 5.86 feet; Thence: N 86°41'26" E, a distance of 115.38 feet; Thence: N 01°25'59" W, a distance of 139.25 feet; Thence: S 80°44'31" E, a distance of 47.07 feet; Thence: S 07°41'57" E, a distance of 21.58 feet; Thence: S 15°12'35" E, a distance of 90.75 feet; Thence: S 81°19'21" E, a distance of 165.00 feet; Thence: S 51°08'17" W, a distance of 47.66 feet; Thence: S 57°55'30" W, a distance of 158.12 feet; Thence: N 26°06'21" W, a distance of 21.07 feet; Thence: S 86°40'39" W, a distance of 50.00 feet; Thence: S 01°24'58" E, a distance of 4.97 feet; Thence: S 86°43'34" W, a distance of 85.02 feet to the Point of Beginning and containing 36704.6 Square Feet (0.843 Acre) of land, more or less. All corners were calculated by angle and distance of the survey of Waldruh Replat No. 6.

I, Karen D. Brightenburg, do hereby certify that I am a duly registered surveyor under the Nebraska Land Surveyors Regulation Act and that I have performed a boundary survey of the subdivision herein and that permanent monuments have been placed (copped ⅝" x 24" Rebar) or found as noted hereon at all Lot and Boundary corners in the subdivision to be known as Waldruh Replat No. 7. Said Plat is a true delineation of said survey performed by me personally; that said survey was made with reference to known and recorded monuments, and to the best of my knowledge and belief is true, correct and in accordance with the Nebraska Land Surveyors Regulation Act in effect at the time of this survey.

Dated: April 11, 2024

By: _____
Karen D. Brightenburg, Nebraska RLS 611
Fine Line Land Surveying
PO Box 53
Valparaiso, NE 68065

RECEIVED
MAY 14 2024
PLANNING DEPT.

### APPROVAL OF THE BELLEVUE CITY COUNCIL

This Plat of Waldruh Replat 7 Lots 1 and 2 was approved by the City Council of Bellevue on this

_____ day of _____, 2024.

_____
Mayor

Attest _____
City Clerk

### SARPY COUNTY TREASURER'S CERTIFICATE

This is to certify that I find no regular nor special taxes due or delinquent against the property as described in the Surveyors Certificate and embraced in this plat as shown by the records of this office.

On this _____ day of _____, 2024.

_____
Sarpy County Treasurer

### REVIEW BY SARPY COUNTY PUBLIC WORKS

This Plat of Waldruh Replat 7 Lots 1 and 2 was reviewed by the Sarpy County Surveyor's Office

On this _____ day of _____, 2024.

_____
County Surveyor/Engineer

### APPROVAL OF THE BELLEVUE CITY PLANNING COMMISSION

This Plat of Waldruh Replat 7 Lots 1 and 2 was approved by the Bellevue City Planning Commission

On this _____ day of _____, 2024.

_____
Chairman

### DEDICATION

Know all men by these presents that we, Lawrence T. and Tanya K. Butler, owners of Lot 36, Waldruh Replat No. 4 and Waldruh Homeowners Association, owners of Lot 2, Waldruh Replat No. 6, as described in the Surveyors' Certificate and embraced within the Plat, have caused said land to be subdivided into lots to be numbered as shown, said subdivision hereinafter to be known as Waldruh Replat No. 7 Lots 1 and 2, and we do hereby ratify and approve property the disposition of our property as shown on the Plat. Perpetual easements shall be granted to the Omaha Public Power District and any telecommunications entity or other corporation transmitting signals authorized to use City streets, to erect operate, maintain, repair and renew, poles, wires, cables conduits and other related facilities and to extend thereon wires or cables for the carrying and transmission of electric current for light, heat and power and for the transmission of signals and sounds of all kinds and the reception on, over, through, under and across a (5') five foot wide strip of land abutting all front and side boundary lot lines and an (8') eight foot wide strip of land abutting all rear boundary lot lines of all interior lots and a (16') sixteen foot wide strip of land abutting the rear boundary lot lines of all exterior lots. The term 'exterior lots' is herein defined as those lots forming the outer perimeter of the above described addition. Said (16') sixteen foot wide easement will be reduced to an (8') eight foot wide easement when the adjacent land is surveyed, platted and recorded. No permanent buildings or retaining walls shall be placed in said easement ways, but the same may be used for gardens, shrubs, landscaping and other purposes that do not interfere with the aforesaid uses or rights herein granted.

In Witness Hereof, we do set our hands

Lawrence T. and Tanya K. Butler

_____ _____
Lawrence T. Butler, Owner

_____
Tanya K. Butler, Owner

_____ _____
Bryan Handlos, Treasurer
Waldruh Homeowners Association

### ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA §

COUNTY OF SARPY §

On this _____ day of _____, 2024, before me, a Notary Public, duly commissioned and qualified for said County and State, personally appeared Lawrence T. Butler, who is personally known to me to be the identical person whose name is affixed to the above instrument as an individual and he acknowledged the signing of the same to be his voluntary act and deed.

_____
Notary Public

### ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA §

COUNTY OF SARPY §

On this _____ day of _____, 2024, before me, a Notary Public, duly commissioned and qualified for said County and State, personally appeared Tanya K. Butler, who is personally known to me to be the identical person whose name is affixed to the above instrument as an individual and she acknowledged the signing of the same to be her voluntary act and deed.

_____
Notary Public

### ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA §

COUNTY OF SARPY §

On this _____ day of _____, 2024, before me, a Notary Public, duly commissioned and qualified for said County and State, personally appeared Bryan Handlos, representative for Waldruh Homeowners Association, who is personally known to me to be the identical person whose name is affixed to the above instrument as an individual and he acknowledged the signing of the same to be his voluntary act and deed and the voluntary act and deed of said organization.

_____
Notary Public

# Plot Plan

Bellevue, Sarpy County, Nebraska

Job No: 241892
Sheet: 1 of 1

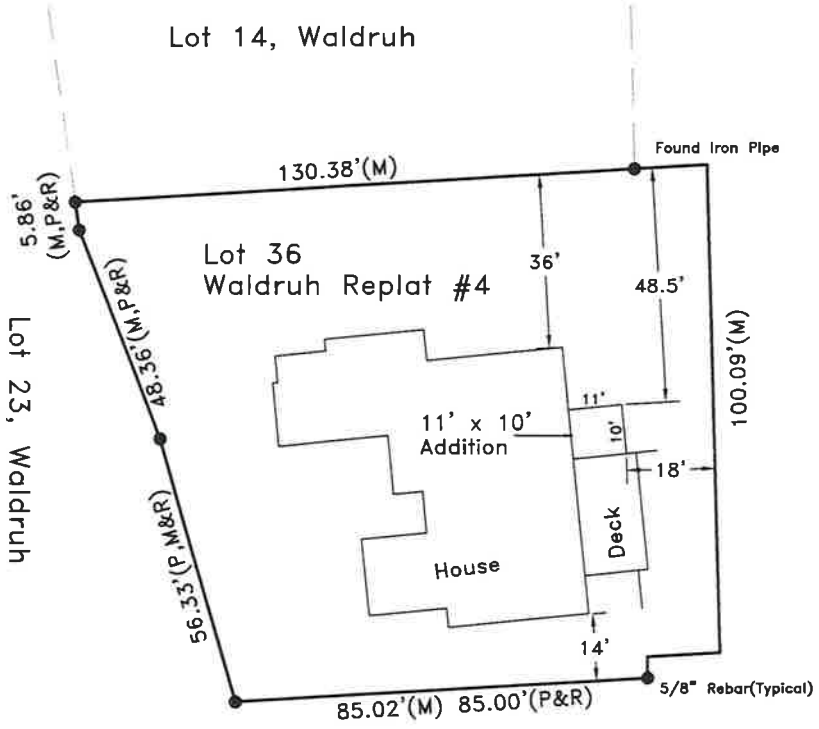
**Legal Description**

Boundary survey of Lot 36, Waldruh Replat Number 4 located in the NW ¼, Section 31, T. 5 N., R. 12 E. of the 6th PM, Lincoln, Sarpy County, Nebraska. Also known as 805 North 18th Street.

LEGEND

- ⊕ = Section Corner
- ● = Corner Found
- O = Corner Set – 5/8" x 30" Rebar (unless otherwise noted)
- △ = Temporary Point
- (D) = Deeded Distance
- (M) = Measured Distance
- (P) = Platted Distance
- (R) = Recorded Distance
- N.T.S.= Not to Scale

SCALE: 1" = 30'




RECEIVED
APR 19 2024
PLANNING DEPT.

April 20, 2024

I am rezoning my property to add additional square footage in order to construct a covered porch.

Lawrence T. Butler

Lawrence T. Butler

RECEIVED
APR 19 2024
PLANNING DEPT.

# ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF BELLEVUE, NEBRASKA, AS PROVIDED FOR BY ARTICLE 3 OF ORDINANCE NO. 4146 BY CHANGING THE ZONE CLASSIFICATION OF LAND LOCATED AT OR ABOUT 505 WALDRUH DRIVE, MORE PARTICULARLY DESCRIBED IN SECTION 1 OF THE ORDINANCE AND TO PROVIDE AN EFFECTIVE DATE.

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

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

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

Lot 1, Waldruh Replat No. 7, being a replat of Lot 36, Waldruh Replat No. 4, and Lot 2, Waldruh Replat No. 6, located in the Southeast ¼ of Section 25, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

From RD-60-PS (Duplex Residential – Planned Subdivision) and RS-84-PS (Single-Family Residential – 8,400 Square Foot Zone – Planned Subdivision) to RD-60-PS (Duplex Residential – Planned Subdivision)

Lot 2, Waldruh Replat No. 7, being a replat of Lot 36, Waldruh Replat No. 4, and Lot 2, Waldruh Replat No. 6, located in the Southeast ¼ of Section 25, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

From RD-60-PS (Duplex Residential – Planned Subdivision) and RS-84-PS (Single-Family Residential – 8,400 Square Foot Zone – Planned Subdivision) to RS-84-PS (Single-Family Residential – 8,400 Square Foot Zone – Planned Subdivision).

(Lawrence T. Butler)

Section 2. This ordinance shall not take effect until such time as the final plat of Waldruh Replat No. 7, is filed with the Sarpy County Register of Deeds in accordance with Section 5-10 of the City of Bellevue Subdivision Regulations.

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

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

ADOPTED by the Mayor and City Council this _____ day of _____, 2024.

APPROVED AS TO FORM:

_____
City Attorney

ATTEST

City Clerk

Mayor

First Reading: _____
Second Reading: _____
Third Reading: _____

**From:** David Crider
**To:** Susan Kluthe
**Subject:** [EXT] Rezoning
**Date:** Tuesday, July 30, 2024 2:30:14 PM

---

Ms. Kluthe, City Clerk

This email is in response to the letter from the planning dept. concerning the rezoning on Waldruh Dr.
I have no concerns regarding the rezoning for Lawrence Butler. I hope that the property is rezoned and that the Butlers are able to expand their property.

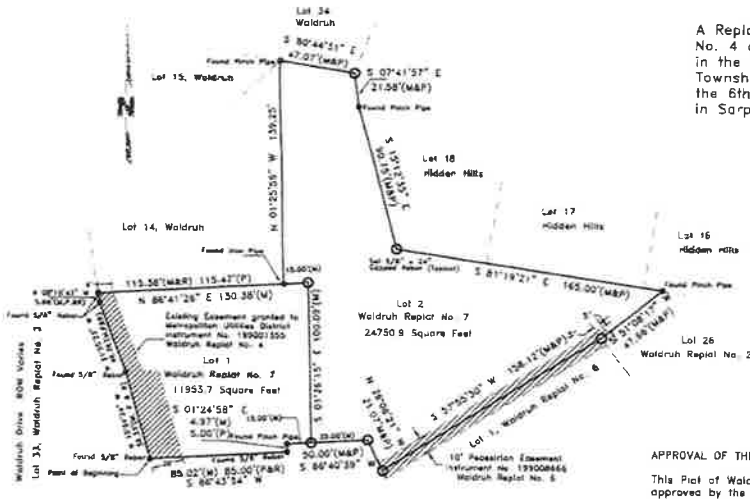
Sincerely,
Jane Crider
509 Waldruh Dr.
Bellevue, NE 68005
402-292-5485
djcrider2@gmail.com

RECEIVED
JUL 31 2024
CITY CLERK

# WALDRUH REPLAT NO. 7

## Lots 1 and 2

A Replatting of Lot 36, Waldruh Replat No. 4 and Lot 2, Waldruh Replat No. 6 in the Southeast Quarter of Section 25, Township 14 North, Range 13 East of the 6th P.M. as Surveyed and Recorded in Sarpy County, Nebraska




### LEGEND

- ● = Section Corner
- ● = Corner Found
- O = Corner Set - 5/8" x 24" Rebar (unless otherwise noted)
- △ = Temporary Point
- (D) = Deedec Distance
- (M) = Measured Distance
- (P) = Platted Distance
- (R) = Recorded Distance
- N T S = Not to Scale

0' 25' 50' 100'

Scale in Feet

### SURVEYORS CERTIFICATE & LEGAL DESCRIPTION

I hereby certify that I have accurately surveyed the subdivision to be known as WALDRUH REPLAT 7, a replatting of Lot 36, Waldruh Replat No. 4 and of Lot 2, Waldruh Replat No. 6 all located in the Southeast Quarter of Section 25, T14N, R13E Bellevue, Sarpy County, Nebraska, more particularly described as follows:

Beginning at the Southwest corner of Lot 36, Waldruh Replat No. 4; Thence: N 15°54'24" W, some as the bearing on the original survey, a distance of 56.33 feet; Thence: N 21°05'23" W, a distance of 48.36 feet; Thence: N 08°10'45" W, a distance of 5.86 feet; Thence: N 86°41'26" E, a distance of 115.38 feet; Thence: N 01°25'59" W, a distance of 139.25 feet; Thence: S 80°44'51" E, a distance of 47.07 feet; Thence: S 07°41'57" E, a distance of 21.58 feet; Thence: S 15°12'35" E, a distance of 90.75 feet; Thence: S 81°19'21" E, a distance of 165.00 feet; Thence: S 51°08'17" W, a distance of 47.86 feet; Thence: S 37°55'50" W, a distance of 158.12 feet; Thence: N 26°06'21" W, a distance of 21.07 feet; Thence: S 86°40'39" W, a distance of 50.00 feet; Thence: S 01°24'58" E, a distance of 4.97 feet; Thence: S 86°43'34" W, a distance of 85.02 feet to the Point of Beginning and containing 38704.8 Square Feet (0.843 Acre) of land, more or less. All corners were calculated by angle and distance of the survey of Waldruh Replat No. 6.

I, Karen D. Brightenburg, do hereby certify that I am a duly registered surveyor under the Nebraska Land Surveyors Regulation Act and that I have performed a boundary survey of the subdivision herein and that permanent monuments have been placed (capped ½" x 24" Rebar) or found as noted hereon at all Lot and Boundary corners in the subdivision to be known as Waldruh Replat No. 7. Said Plat is a true delineation of said survey performed by me personally; that said survey was made with reference to known and recorded monuments, and to the best of my knowledge and belief is true, correct and in accordance with the Nebraska Land Surveyors Regulation Act in effect at the time of this survey.

Dated: April 11, 2024

By: _____
Karen D. Brightenburg, Nebraska RLS 611
Fine Line Land Surveying
PO Box 53
Valparaiso, NE 68065

RECEIVED
MAY 14 2024
PLANNING DEPT.

### APPROVAL OF THE BELLEVUE CITY COUNCIL

This Plat of Waldruh Replat 7 Lots 1 and 2 was approved by the City Council of Bellevue on this

_____ day of _____, 2024.

_____
Mayor

Attest _____
City Clerk

### SARPY COUNTY TREASURER'S CERTIFICATE

This is to certify that I find no regular nor special taxes due or delinquent against the property as described in the Surveyors Certificate and embraced in this plat as shown by the records of this office.

On this _____ day of _____, 2024.

_____
Sarpy County Treasurer

### REVIEW BY SARPY COUNTY PUBLIC WORKS

This Plat of Waldruh Replat 7 Lots 1 and 2 was reviewed by the Sarpy County Surveyor's Office

On this _____ day of _____, 2024.

_____
County Surveyor/Engineer

### APPROVAL OF THE BELLEVUE CITY PLANNING COMMISSION

This Plat of Waldruh Replat 7 Lots 1 and 2 was approved by the Bellevue City Planning Commission

On this _____ day of _____, 2024.

_____
Chairman

### DEDICATION

Know all men by these presents that we, Lawrence T. and Tanya K. Butler, owners of Lot 36, Waldruh Replat No. 4 and Waldruh Homeowners Association, owners of Lot 2, Waldruh Replat No. 6, as described in the Surveyors' Certificate and embraced within the Plat, have caused said land to be subdivided into lots to be numbered as shown, said subdivision hereinafter to be known as Waldruh Replat No. 7 Lots 1 and 2, and we do hereby ratify and approve properly the disposition of our property as shown on the Plat. Perpetual easements shall be granted to the Omaha Public Power District and any telecommunications entity or other corporation transmitting signals authorized to use City streets, to erect operate, maintain, repair and renew, poles, wires, cables conduits and other related facilities and to extend thereon wires or cables for the carrying and transmission of electric current for light, heat and power and for the transmission of signals and sounds of all kinds and the reception on, over, through, under and across a (5') five foot wide strip of land abutting all front and side boundary lot lines and an (8') eight foot wide strip of land abutting all rear boundary lot lines of all interior lots and a (16') sixteen foot wide strip of land abutting the rear boundary lot lines of all exterior lots. The term "exterior lots" is herein defined as those lots forming the outer perimeter of the above described addition. Said (16') sixteen foot wide easement will be reduced to an (8') eight foot wide easement when the adjacent land is surveyed, platted and recorded. No permanent buildings or retaining walls shall be placed in said easement ways, but the same may be used for gardens, shrubs, landscaping and other purposes that do not interfere with the aforesaid uses or rights herein granted.

In Witness Hereof, we do set our hands

Lawrence T. and Tanya K. Butler

_____ _____
Lawrence T. Butler, Owner Tanya K. Butler, Owner

_____
Bryan Handlos, Treasurer
Waldruh Homeowners Association

### ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA §

COUNTY OF SARPY §

On this ____ day of _____, 2024, before me, a Notary Public, duly commissioned and qualified for said County and State, personally appeared Lawrence T. Butler, who is personally known to me to be the identical person whose name is affixed to the above instrument as an individual and he acknowledged the signing of the same to be his voluntary act and deed.

_____
Notary Public

### ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA §

COUNTY OF SARPY §

On this ____ day of _____, 2024, before me, a Notary Public, duly commissioned and qualified for said County and State, personally appeared Tanya K. Butler, who is personally known to me to be the identical person whose name is affixed to the above instrument as an individual and she acknowledged the signing of the same to be her voluntary act and deed.

_____
Notary Public

### ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA §

COUNTY OF SARPY §

On this ____ day of _____, 2024, before me, a Notary Public, duly commissioned and qualified for said County and State, personally appeared Bryan Handlos, representative for Waldruh Homeowners Association, who is personally known to me to be the identical person whose name is affixed to the above instrument as an individual and he acknowledged the signing of the same to be his voluntary act and deed and the voluntary act and deed of said organization.

_____
Notary Public

12c.
8/6/2024

# CITY OF BELLEVUE, NEBRASKA
# AGENDA ITEM COVER SHEET

| | | | | | |
|---|---|---|---|---|---|
| COUNCIL MEETING DATE: July 16, 2024 | | | SUBMITTED BY: Tammi Palm, Planning Director | | |
| AGENDA ITEM: | | CONSENT AGENDA | ☐ | SPECIAL PRESENTATION | ☐ |
| LIQUOR LICENSE | ☐ | ORDINANCE | ☑ | PUBLIC HEARING | ☐ |
| RESOLUTION | ☐ | CURRENT BUSINESS | ☐ | OTHER | ☐ |

SUBJECT:

Request to rezone Lot 11, Childs Estates Acres, from RD-60 to RG-28 for the purpose of multi-family residential development. Applicant: Bellevue Housing Authority. General location: 8301 S 9th Street.

SYNOPSIS/BACKGROUND:

Carolyn Pospisil, on behalf of the Bellevue Housing Authority, has submitted a request for a change of zone for Lot 11, Childs Estates Acres, for the purpose of multi-family residential development. The applicant is requesting a change of zone from RD-60 (Duplex Residential - 6,000 Square Foot Zone) to RG-28 (General Residential - 2,800 Square Foot Zone). The applicant proposes to construct a multi-family residential building on the property.

FISCAL IMPACT:: n/a 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: |
| CIP PROJECT NAME: | | CIP PROJECT NAME: | | | |
| STREET DISTRICT NAME (S): | | STREET DISTRICT NUMBER (S): | | | |
| ACCOUNTING DISTRUBUTION CODE: | | ACCOUNT NUMBER: | | | |

RECOMMENDATION:

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

ATTACHMENTS:

| | | | | | |
|---|---|---|---|---|---|
| 1. | PC Recommendation | 2. | Staff Report | 3. | Ord. No. 4160 |
| 4. | | 5. | | 6. | |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 11/2022

# City of Bellevue

## PLANNING COMMISSION RECOMMENDATION

APPLICANT: Bellevue Housing Authority

CASE #: Z-2404-03

CITY COUNCIL HEARING DATE: August 6, 2024

REQUEST: to rezone Lot 11, Childs Estates Acres, from RD-60 to RG-28 for the purpose of multi-family residential development.

On June 27, 2024, the City of Bellevue Planning Commission voted five yes, one no, three absent and zero abstained:

***APPROVAL*** based upon conformance with the Zoning Ordinance, Fort Crook Road 2040 Plan, as well as a lack of perceived negative impact upon the surrounding area.

VOTE:

| Yes: | Five: | No: | One: | Abstain: | Zero: | Absent: | Three: |
|---|---|---|---|---|---|---|---|
| | Hankins | | Lasenburg | | | | Sims |
| | Jacobson | | | | | | Taylor-Jones |
| | Aerni | | | | | | Perrin |
| | Ackley | | | | | | |
| | Bennett | | | | | | |

Planning Commission Hearing (s) was held on: June 27, 2024

# CITY OF BELLEVUE
# PLANNING DEPARTMENT

## RECOMMENDATION REPORT # 2

**CASE NUMBERS**: Z-2404-03

**FOR HEARING OF**:
**REPORT #1**: June 27, 2024
**REPORT #2**: August 6, 2024

## I. GENERAL INFORMATION

### A. APPLICANT:

Bellevue Housing Authority
Attn: Carolyn Pospisil
8214 Armstrong Circle
Bellevue, NE 68147

### B. PROPERTY OWNER:

Bellevue Housing Authority
Attn: Carolyn Pospisil
8214 Armstrong Circle
Bellevue, NE 68147

### C. GENERAL LOCATION:

8301 South 9th Street

### D. LEGAL DESCRIPTION:

Lot 11, Childs Estate Acres, located in the Northwest ¼ of Section 23, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

### E. REQUESTED ACTIONS:

1. Rezone Lot 11, Childs Estate Acres from RD-60 to RG-28.

### F. EXISTING ZONING AND LAND USE:

RD-60/Vacant

### G. PURPOSE OF REQUEST:

The purpose of this request is to obtain approval of a change of zone for the purpose of multi-family residential development.

### H. SIZE OF SITE:

The site is approximately .71 acres.

## II. BACKGROUND INFORMATION

### A. EXISTING CONDITION OF SITE:

The site is vacant. A portion of the hard surface parking belonging to the residences to the south is located on this property.

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

1. **North:** Forest Station Elementary School, RG-8 (across Childs Rd. W.)
2. **East:** Railroad Right-of-Way
3. **South:** Duplex residential, RD-60
4. **West:** Single-family residential, RS-84

### C. REVELANT CASE HISTORY:

On June 27, 2024, the Planning Commission recommended approval of a request to rezone Lot 11, Childs Estate Acres, located in the Northwest ¼ of Section 23, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, from RD-60 to RG-28 for the purpose of multi-family residential development.

### D. APPLICABLE REGULATIONS:

1. Section 5.13, Zoning Ordinance, regarding RG-28 uses and requirements.

## III. ANALYSIS

### A. COMPREHENSIVE PLAN:

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

### B. OTHER PLANS:

None

## C. TRAFFIC AND ACCESS:

1. There is no MAPA traffic data information available for this area.

2. This property has access from South 9th Street.

## D. UTILITIES:

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

## E. ANALYSIS:

1. Carolyn Pospisil, on behalf of the Bellevue Housing Authority, has submitted a request for a change of zone for Lot 11, Childs Estate Acres, for the purpose of multi-family residential development.

2. The applicant is requesting a change of zone from RD-60 to RG-28. Presently the lot is zoned for duplex residential.

The intent of the RG-28 district is to permit medium-density, low-rise development that will be compatible when located near and among lower-density types of housing, including single-family and two-family on small lots. Based on the existing lot area, nine units would be the maximum allowed with the proposed density.

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

No comments were received on this case.

4. The applicant desires to construct a multi-family residential building on the property. Per their attached zoning justification letter, the property's proximity to schools, express bus route, restaurants, and Bellevue University make it an attractive location for a multi-family development. The applicant also points out this land is within the Fort Crook Road corridor development area. The applicant believes rezoning the property to allow for more density aligns with the goals and vision of the Fort Crook Road 2040 Plan.

5. Staff believes the RG-28 request is appropriate based on its location and will be compatible with the surrounding neighborhood.

6. This property is designated for medium-density residential use in the Future Land Use Map of the Comprehensive Plan. The requested RG-28 zoning is in conformance with the Comprehensive Plan.

**F. TECHNICAL DEFICIENCIES:**

None

## IV. DEPARTMENT RECOMMENDATION

APPROVAL based upon conformance with the Zoning Ordinance, Fort Crook Road 2040 Plan, as well as lack of perceived negative impact upon the surrounding area.

## V. DEPARTMENT RECOMMENDATION

APPROVAL based upon conformance with the Zoning Ordinance, Fort Crook Road 2040 Plan, as well as lack of perceived negative impact upon the surrounding area.

## VI. ATTACHMENTS TO REPORT

1. Vicinity map/Zoning Map
2. 2022 GIS aerial photo of the property
3. Zoning Justification Letter dated April 19, 2024

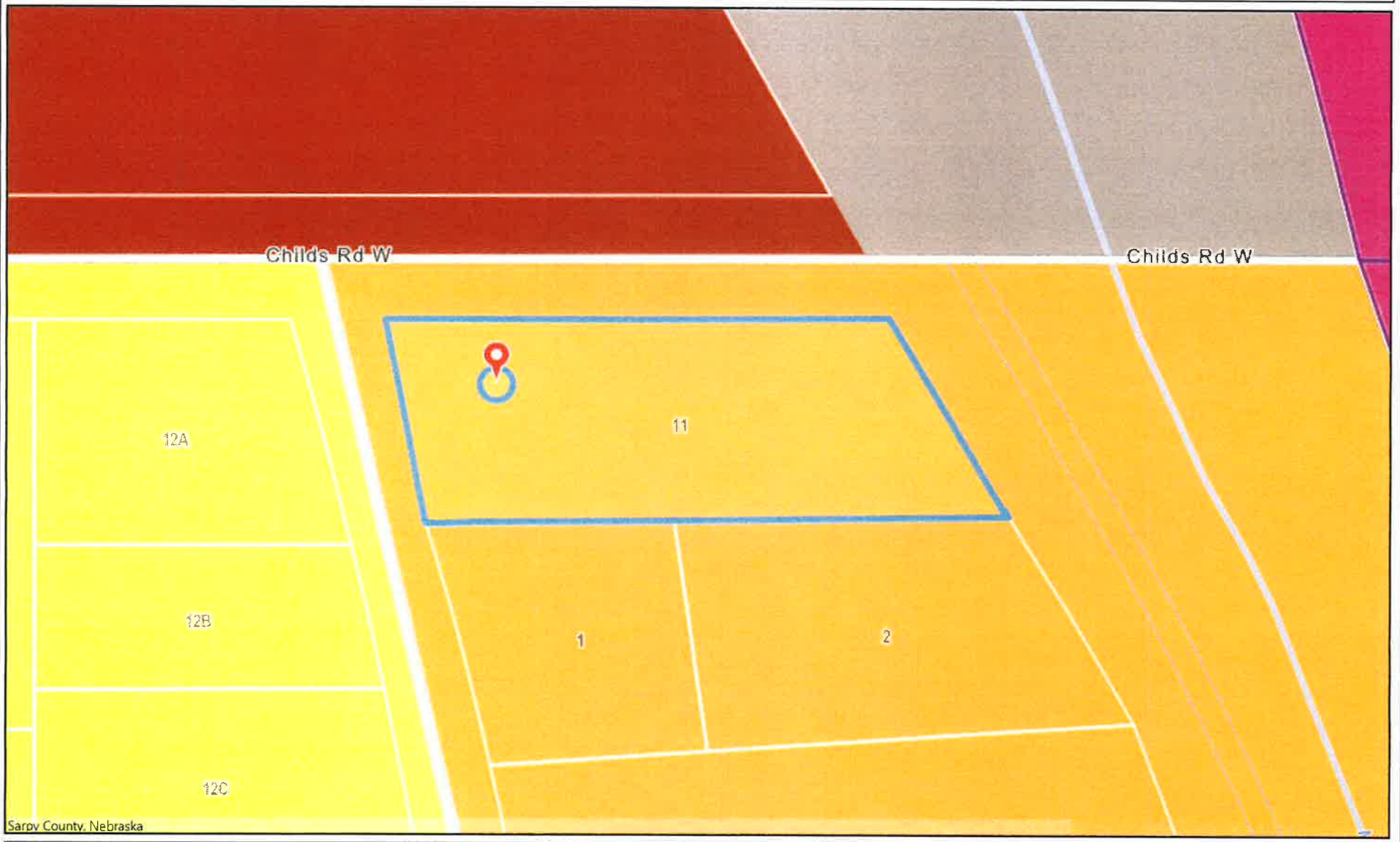
## VII. COPIES OF REPORT TO:

1. Carolyn Pospisil, Bellevue Housing Authority
2. Public Upon Request

Angela Cuvay
Assistant Planning Manager

Jammi A Palm 07/09/24
Planning Director Date of Report

SARPY COUNTY
NEBRASKA




0 100 200 ft

Map Scale 1: 1128

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




Notes

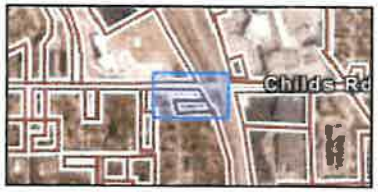
SARPY COUNTY
NEBRASKA




0 100 200 ft

Map Scale 1: 1128

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




Notes

# Rezoning Application
# Justification Statement

**8301 S 9th Street, Bellevue, NE 68147**
**LOT 11 CHILDS ESTATE ACRES**

**4/17/24**

**Request**
The Bellevue Housing Authority is requesting to rezone the subject property from RD-60 (Residential Duplex - 6,000 sq ft) to RG-28 (General Residential) to allow the development of a multi-family residential project.

**Site Characteristics & History**
The property is 0.789 acres in size, and is currently owned by the Bellevue Housing Authority. In 2013, a building permit (#SG2434B) was approved for demolition of a dwelling and garage located on the property. Currently, the property is vacant.

This project is proposing to rezone the property to RD-60 to allow for the development of a multi-family residence.

**Surrounding Uses**
North: Forest Station Elementary School
Zoned: RG-8

South: Childs Estate Acres (Duplex Residences)
Zoned: RD-60

East: Railway & Mud Creek
Zoned: RD-60

West: Childs Estate Acres (Single Family Residences)
Zoned: RS-84

RECEIVED
APR 19 2024
PLANNING DEPT.

**Justification of Request**
The Comprehensive Plan states its objectives are to encourage and promote quality development and utilize existing infrastructure and City services. We believe this project meets these objectives.

While the property is zoned Residential Duplex, we believe it would be better suited to be zoned General Residential, in order to develop a multi-family residence that can house multiple residents. This project will encourage greater housing diversity and styles within the neighborhood, giving residents more options when finding a home in Bellevue. The

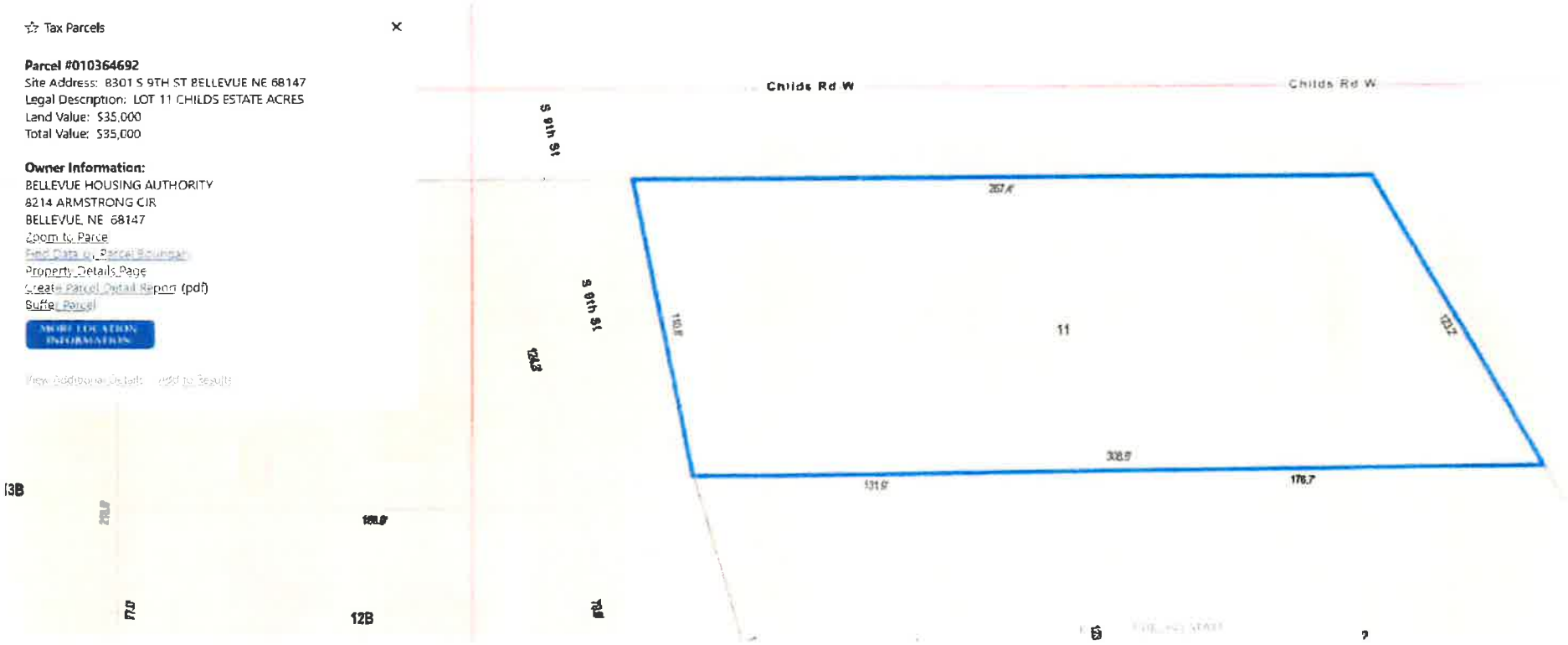
Comprehensive Plan suggests a need for medium-density residential dwellings throughout Bellevue, and this project would help fill that need along the Fort Crook corridor.

Some of the existing infrastructure and City services the project will benefit from are as follows:

- Located in Forest Station Elementary, Logan Fontenelle Middle, and Bellevue West High School districts.
- Located on Metro Route 95 Bellevue Express, which includes an existing stop located at Marathon Ventures Inc. at Southroads Mall.
- Located 1.61 miles from Bellevue University. Existing Metro bus stop location.
- Restaurants within 1.0 miles include Roma Italian Restaurant, The Special Restaurant, Romeo's Mexican Food & Pizza, Golden Bowl Chinese Restaurant, and Stella's Bar & Grill.
- The proposed use is compatible with the Fort Crook 2040 Plan, which aims to create a functional and attractive corridor punctuated by mixed-use, pedestrian oriented development.

**Based upon the above information, the Bellevue Housing Authority respectfully requests approval of this Rezoning.**

Carolyn Pospisil
Bellevue Housing Authority
(319) 270-1540
carolyn@sarpyhousing.org




RECEIVED
APR 19 2024
PLANNING DEPT.

# ORDINANCE NO. _4160____

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF BELLEVUE, NEBRASKA, AS PROVIDED FOR BY ARTICLE 3 OF ORDINANCE NO. 4146 BY CHANGING THE ZONE CLASSIFICATION OF LAND LOCATED AT OR ABOUT 8301 SOUTH 9TH STREET, MORE PARTICULARLY DESCRIBED IN SECTION 1 OF THE ORDINANCE AND TO PROVIDE AN EFFECTIVE DATE.

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

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

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

Lot 11, Childs Estates Acres, located in the Northwest ¼ of Section 23, T14N, R13E of the 6th P.M., Sarpy County, Nebraska

From RD-60 (Duplex Residential – 12,000 Square Foot Zone) to RG-28 (General Residential – 2,800 Square Foot Zone)

(Bellevue Housing Authority)

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

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

ADOPTED by the Mayor and City Council this _____ day of _____, 2024.

APPROVED AS TO FORM:

_____
City Attorney

ATTEST

_____
City Clerk

_____
Mayor

First Reading: _____
Second Reading: _____
Third Reading: _____

14a.
8/6/2024

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

| | | | | | |
|---|---|---|---|---|---|
| COUNCIL MEETING DATE: 08/06/2024 | | | SUBMITTED BY: Finance, CDBG | | |
| AGENDA ITEM: | | CONSENT AGENDA | ☐ | SPECIAL PRESENTATION | ☐ |
| LIQUOR LICENSE | ☐ | ORDINANCE | ☐ | PUBLIC HEARING | ☑ |
| RESOLUTION | ☑ | CURRENT BUSINESS | ☐ | OTHER | ☐ |

SUBJECT:

Conduct a public hearing and approve the CDBG 2024-2028 Consolidated Plan and 2024 Action Plan, by Resolution, including the funding recommendation for the FY-24 entitlement allocation

SYNOPSIS/BACKGROUND:

As a recipient of CDBG entitlement funding through the U.S. Department of Housing & Urban Development, the City has prepared the five-year Consolidated Plan which outlines the goals and priorities for grant funds over the next five years and annual Action Plan which outlines the activities that will be funded during the next fiscal year and expected outcomes of each activity. The Action Plan outlines the use of $315,504.00 in FY-24 entitlement funding for activities which were selected through an application process with eligibility review by CDBG staff and recommendation prepared by the CDBG Committee. The Notice of Availability & Public Hearing was published on June 12, 2024, and a copy is available on the City's website. All comments received during the public hearing and comment period will be included in the plans. Following the public hearing and approval by City Council, the final Plans will be submitted to HUD for review and approval.

FISCAL IMPACT:: $315,504.00 BUDGETED FUNDS?: Yes GRANT/MATCHING FUNDS?: Yes

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: *Once approved by City Council and HUD, activities will be named and coded.

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 on the CDBG 2024-2028 Consolidated Plan and 2024 Action Plan with proposed funding recommendation. Approve the plans including Resolution, SF-424 Application for Assistance, Sf-424D Assurance for Consturction, and Entitlement Certifications.

ATTACHMENTS:

| | | | | | |
|---|---|---|---|---|---|
| 1. | Notice of Availability & Plan Summary | 2. | Action Plan Funding Recommendation | 3. | Resolution 2024- |
| 4. | SF424, SF424D, and Certifications | 5. | Draft Plan | 6. | |

SIGNATURES:

LEGAL APPROVAL AS TO FORM: Daniel Willis

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 1/2024

**CITY OF BELLEVUE**
**NOTICE OF PUBLIC HEARING AND NOTICE OF AVAILABILITY OF THE**
**PROPOSED 2024-2028 CDBG CONSOLIDATED PLAN AND 2024 ACTION PLAN**

TO ALL INTERESTED AGENCIES GROUPS AND INDIVIDUALS:

The City of Bellevue, in consultation with local service providers, agencies, and individuals, has prepared and will submit the 2024-2028 Consolidated Plan and 2024 Action Plan of Activities for Community Planning and Development Programs including the Community Development Block Grant (CDBG) to the U.S. Department of Housing and Urban Development (HUD) in accordance with regulations at 24 CFR Part 91 governing consolidated submission for community planning and development programs.

A public hearing for the purpose of obtaining public comments on the draft 2024-2028 Consolidated Plan and 2024 Action Plan is scheduled for:

**Tuesday, August 6, 2024, at 6:00 PM during the Bellevue City Council meeting**
**in the City 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 August 2, 2024.

The Consolidated Plan identifies community development needs, goals, and priorities for Bellevue, and contains a housing and homeless needs assessment, a housing marketing analysis, and a strategic plan. The Action Plan addresses the intended use of an estimated $315,504.00 in entitlement grant funds under the Community Development Block Grant (CDBG) and identifies community development priority needs, objectives, and activities to be implemented during FY 2024-2025. All proposed activities are subject to approval and final adoption by the Mayor and the Bellevue City Council during the August 6, 2024, city council meeting. The following table summarizes the proposed allocations for planned activities in FY 2024-2025:

| | |
|---|---|
| **PUBLIC FACILITIES AND IMPROVEMENTS** | |
| City of Bellevue (Harvell Drive Sidewalk Improvement) | $ 73,179.00 |
| **HOUSING** | |
| Habitat for Humanity of Sarpy County (Home Repair Program) | $ 50,000.00 |
| **PUBLIC SERVICE** | |
| Bellevue Public School (Family Literacy Program) | $ 20,000.00 |
| Lift Up Sarpy County (Bellevue Emergency Community Response) | $ 13,662.50 |
| All Seasons Foundation (Assistance for Vulnerable Adults & Seniors) | $ 13,662.50 |
| **ECONOMIC DEVELOPMENT** | |
| Bellevue Economic Enhancement Foundation (Small Business Assistance Fund) | $ 50,000.00 |
| **OTHER ACTIVITIES/CAPACITY BUILDING** | |
| Housing Foundation of Sarpy County (Housing Development Director) | $ 40,000.00 |
| **ADMINISTRATION & PLANNING** | |
| Program Administration | $ 55,000.00 |
| **TOTAL** | **$ 315,504.00** |

The proposed Consolidated Plan and Action Plan are available for review 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 Public Housing Authority, 8214 Armstrong Circle, Bellevue, NE 68005.
- Bellevue Public Schools Lied Activity Center, 2700 Arboretum Dr, Bellevue, NE 68005.
- City of Bellevue website at www.bellevue.net

Questions, comments or suggestions are encouraged concerning the 2024-2028 Consolidated Plan and 2024 Action Plan and will be accepted until the time of final approval at the August 6, 2024, City Council meeting. All interested parties may submit written comments to the City of Bellevue, Attn: Abby Highland, CDBG Program Specialist, 1500 Wall Street, Bellevue, NE 68005; by email at abby.highland@outlook.com; or contact by phone at (402)293-3000. The approved Consolidated Plan and Action Plan will be submitted to the U.S. Department of Housing and Urban Development on or before August 15, 2024.

**2024-2028 Bellevue CDBG Consolidated Plan Summary of the Strategic Priorities & Goals**

**Priority Need #1: Maintain and Increase Affordable Housing Opportunities.** To maintain the availability and affordability of current housing market stock while developing opportunities to expanding affordable housing opportunities through partnerships.

a. Support efforts to ensure adequate supply of affordable housing units in a range of types and sizes for all income levels in high resource areas.
    i. Support a variety of housing programs to defray the costs of rental housing or home ownership, marrying financial tools such as historic preservation and opportunity zones.
    ii. Investigate new funding sources to bring into Bellevue for housing and neighborhood revitalization.
    iii. Review possible developer incentives to increase development of affordable housing and meet with necessary partners to develop, prepare, and adopt incentives.
    iv. Work with City officials and departments to review current criteria for determining city project need to include accessibility and housing issues.

b. Improving place-based strategies to encourage community conservation and revitalization including preservation of existing affordable housing.
    i. Fund a minor home repair and implement a preference for projects in low opportunity census tracts identified in the analysis.
    ii. Develop an owner and rental housing rehabilitation program to ensure the preservation of existing housing in the community.
    iii. Develop programs and assistance to address housing accessibility modification needs.
    iv. Work with partners to develop and fund a lead-based paint and radon testing and abatement program to ensure the safety of existing housing structures.
    v. Research the opportunity for a demolition/replacement housing program properties identified as deficient and unhabitable causing a safety concern for the community.

c. Identify opportunities to safeguard current and future zoning ordinances to encourage the development of affordable housing stock as well as utilize occupancy requirements that do not hinder fair housing choice.
    i. Increase infill development opportunities by reviewing regulations and best practices to identify possible changes to the current regulations and develop proposals.
    ii. Research and assist with the development of a land bank program for the purpose of securing land and distressed properties for future development.
    iii. Research opportunities to increase the percentage of newly constructed housing units that are affordable and accessible to people with disabilities.

d. Improve homeowner and renter knowledge through financial literacy, promoting equitable access to programs, and assistance for the disabled, elderly, and LEP community.
    i. Increase access to consumer education in culturally appropriate context, to reduce homeownership and lending disparities.

ii. Expand the City's community outreach and educational efforts regarding tenant/landlord rights by providing education materials and training opportunities.
iii. Identify partners, specifically lending agencies, to assist with reviewing current lending concerns to identify areas of opportunities for education and assistance.
iv. Develop innovative ways to highlight existing programs available in Bellevue and review programs offered in the metro area to determine the feasibility and possibility of offering the programs in Bellevue and Sarpy County.

**Priority #2: Improve the availability and accessibility to public infrastructure.** To rehabilitate, expand and improve infrastructure in established business and residential areas within city limits to promote and encourage redevelopment and reuse of available sites in the creation of a suitable living environment.

a. Improve and expand the availability and sustainability of public facilities and infrastructure in previously developed areas of the community.
    i. Support revitalization efforts for public facilities improvements that create expanded economic development opportunities and leverage outside funding.
    ii. Address public facilities that are not up to code standards to create sustainable neighborhoods and remove barriers to accessibility.

b. Identify prospects to address Bellevue's aging infrastructure and necessary updates to ensure all residents have accessibility to services.
    i. Continue to work with the City of Bellevue ADA Committee to review current status of ADA Transition plan and infrastructure needs in the community along with identifying funding sources for assistance.
    ii. Complete ADA ramp remediation, sidewalk improvements and crossing, and bikeway infrastructure improvements in address increased transportation connectivity and options.
    iii. Advocate for the development of an integrated transit system with available and reliable public transportation from affordable housing to areas of commerce and employment.

**Priority #3: Encourage economic development through business growth and job creation.** Promote business development and creation to increase job opportunities as well as aid with the development and expansion of employment opportunities and job training for residents.

a. Increase rehabilitation of existing commercial building to encourage growth and redevelopment of current commercial corridors.
    i. Aid building owners to address code violations, infrastructure requirements, and façade improvements.
    ii. Research and develop opportunities for a business loan program to support start-up and microenterprise businesses.

b. Increase employment opportunities for residents through new development and expansion of existing business and assistance with existing job opportunities.
    i. Help with the development of new business and the expansion of existing businesses.
    ii. Review available employment opportunities and work with businesses to develop and implement job training to fill existing openings.

c. Assist with the identifying the need and expanding accessibility and availability of transportation options.

i. Continue to work with community partners to identify areas of need for transportation options.

**Priority #4: Increase and Expand Public Service Availability.** To provide support and assistance for the development and expansion of public service with community partners to address underserved needs in the community.

a. Increase and expand public services that address demonstrated residential needs of low- and moderate-income residents with particular emphasis on children and you, unemployed and under-employed individuals a well as people with special needs such as the elderly and persons with a disability.
    i. Identify community partners and support efforts to create or expand public services that support identified needs in the community.

b. Increase the overall knowledge and understanding of fair housing with the community's developers, real estate professionals, financial institutions, elected officials, and residents.
    i. Identify interested partners to facilitate fair housing workshops for landlords and housing providers.
    ii. Share and distribute fair housing information for renters.
    iii. Work with local multi-family housing providers to provide information and education about fair housing to managements officials and tenants.

c. Provide opportunities to alter the perceptions of community exclusion and diffuse opposition to affordable housing through knowledge and education.
    i. Research proactive marketing strategies to enhance community image and identify community stakeholders to assist with development of community strategies to propel movement forward.
    ii. Identify possible funding sources to assist with marketing strategies specific for the community.

**Priority #5: Administration of CDBG Program.** To continue to maintain and administer a successful CDBG Program.

a. Successful administration of the CDBG programs.

**2024 ACTION PLAN FUNDING RECOMMENDATION**

| Applicant/Project | Requested Funding | Recommended Funding |
|---|---|---|
| ***Acquisition*** | | |
| **Housing Foundation of Sarpy County –** *Acquisition, Rehab and Land Purchase*<br>Request funding to purchase existing property and rehabilitate for development of affordable rental housing. | $ 100,000.00 | $ - |
| ***Public Facilities and Improvements*** | | |
| **City of Bellevue –** *Harvell Drive Sidewalk Improvement*<br>Request funding to 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. | $ 226,600.00 | $ 73,179.00 |
| ***Housing*** | | |
| **Habitat for Humanity of Sarpy County –** *Home Repair Program*<br>Request funding to provide funding for critical home repairs to low- and moderate-income owner-occupied households within Bellevue city limits to address health and safety risk. | $ 50,000.00 | $ 50,000.00 |
| ***Public Services*** | | |
| **Bellevue Public School –** *Family Literacy Bellevue*<br>Request funding to benefit LMI adults with acquiring English proficiency to support their children's educational needs and increase opportunities for employment. | $ 24,306.40 | $ 20,000.00 |
| **Lift Up Sarpy County –** *Bellevue Community Response & Outreach*<br>Request funding to support community response and services for families with elementary and middle school aged children with service, technology access, and parenting resources | $ 83,000.00 | $ 13,662.50 |
| **All Seasons Foundation –** *Assistance for Vulnerable Adults & Senior Citizens*<br>Request funding to assist with public service programs for vulnerable adults including seniors, homeless, and those with special needs in Bellevue with access to services and transportation in Bellevue. | $ 77,500.00 | $ 13,662.50 |
| ***Economic Development*** | | |
| **Bellevue Economic Enhancement Foundation –** *Bellevue Chamber Small Business Assistance*<br>Request funding to set up an assistance fund to help small businesses with resources to make improvements and expand employment opportunities. | $ 50,000.00 | $ 50,000.00 |
| **Upward DBA WeeCare, Inc. –** *BOOST/Upwards*<br>Request funding to finance portions of salaries and associated fringe benefits for key staff members to execute the BOOST program with Bellevue daycares. | $ 296,000.00 | $ - |
| ***Other Activities/Capacity Building*** | | |
| **Housing Foundation of Sarpy County –** *Development Director*<br>Request funding to support the employment of a Development coordinator whose primary duties will be to | $ 40,000.00 | $ 40,000.00 |

| | | |
|---|---|---|
| build relationships with potential partners and garner support for affordable housing all within Bellevue. | | |
| ***Administration and Planning*** | | |
| **City of Bellevue -** *Administration*<br>Request funding for general management, oversight, coordination, and staff expense for the CDBG program. | $ 55,000.00 | $ 55,000.00 |
| ***Total CDBG Funding*** | | |
| ***Amount Available*** | **$ 1,002,406.40** | **$ 315,504.00** |

*City of Bellevue's*

# 2024-2028 Consolidated Plan & 2024 Action Plan

DRAFT

**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**

EQUAL HOUSING OPPORTUNITY

# Table of Contents

**EXECUTIVE SUMMARY** ..... **4**

ES-05 Executive Summary - 24 CFR 91.200(c), 91.220(b) ..... 4

**THE PROCESS** ..... **14**

PR-05 Lead & Responsible Agencies 24 CFR 91.200(b) ..... 14
PR-10 Consultation – 91.100, 91.110, 91.200(b), 91.300(b), 91.215(l) and 91.315(l) ..... 15
PR-15 Citizen Participation – 91.105, 91.115, 91.200(c) and 91.300(c) ..... 30

**NEEDS ASSESSMENT** ..... **38**

NA-05 Overview ..... 38
NA-10 Housing Needs Assessment - 24 CFR 91.205 (a,b,c) ..... 39
NA-15 Disproportionately Greater Need: Housing Problems – 91.205 (b)(2) ..... 48
NA-20 Disproportionately Greater Need: Severe Housing Problems – 91.205 (b)(2) ..... 52
NA-25 Disproportionately Greater Need: Housing Cost Burdens – 91.205 (b)(2) ..... 56
NA-30 Disproportionately Greater Need: Discussion – 91.205(b)(2) ..... 58
NA-35 Public Housing – 91.205(b) ..... 60
NA-40 Homeless Needs Assessment – 91.205(c) ..... 66
NA-45 Non-Homeless Special Needs Assessment - 91.205 (b,d) ..... 69
NA-50 Non-Housing Community Development Needs – 91.215 (f) ..... 72

**HOUSING MARKET ANALYSIS** ..... **74**

MA-05 Overview ..... 74
MA-10 Number of Housing Units – 91.210(a)&(b)(2) ..... 75
MA-15 Housing Market Analysis: Cost of Housing - 91.210(a) ..... 78
MA-20 Housing Market Analysis: Condition of Housing – 91.210(a) ..... 81
MA-25 Public and Assisted Housing – 91.210(b) ..... 85
MA-30 Homeless Facilities and Services – 91.210(c) ..... 89
MA-35 Special Needs Facilities and Services – 91.210(d) ..... 92
MA-40 Barriers to Affordable Housing – 91.210(e) ..... 95
MA-45 Non-Housing Community Development Assets – 91.215 (f) ..... 96
MA-50 Needs and Market Analysis Discussion ..... 102
MA-60 Broadband Needs of Housing occupied by Low- and Moderate-Income Households - 91.210(a)(4), 91.310(a)(2) ..... 105
MA-65 Hazard Mitigation - 91.210(a)(5), 91.310(a)(3) ..... 107

**STRATEGIC PLAN** ..... **108**

SP-05 Overview ..... 108
SP-10 Geographic Priorities – 91.215 (a)(1) ..... 110
SP-25 Priority Needs - 91.215(a)(2) ..... 111
SP-30 Influence of Market Conditions – 91.215 (b) ..... 118
SP-50 Public Housing Accessibility and Involvement – 91.215(c) ..... 130
SP-55 Barriers to affordable housing – 91.215(h) ..... 131
SP-60 Homelessness Strategy – 91.215(d) ..... 132
SP-65 Lead based paint Hazards – 91.215(i) ..... 134

DRAFT

SP-70 Anti-Poverty Strategy – 91.215(j) ..... 135
SP-80 Monitoring – 91.230 ..... 136

**EXPECTED RESOURCES ..... 137**

AP-15 Expected Resources – 91.220(c)(1,2) ..... 137

**ANNUAL GOALS AND OBJECTIVES ..... 141**

Projects ..... 144
AP-35 Projects – 91.220(d) ..... 144
AP-38 Project Summary ..... 146
AP-50 Geographic Distribution – 91.220(f) ..... 152

**AFFORDABLE HOUSING ..... 153**

AP-55 Affordable Housing – 91.220(g) ..... 153
AP-60 Public Housing – 91.220(h) ..... 155
AP-65 Homeless and Other Special Needs Activities – 91.220(i) ..... 156
AP-75 Barriers to affordable housing – 91.220(j) ..... 159
AP-85 Other Actions – 91.220(k) ..... 160

**PROGRAM SPECIFIC REQUIREMENTS ..... 162**

**APPENDIX A - ALTERNATE/LOCAL DATA SOURCES ..... 164**

**APPENDIX B: RESOLUTION OF ADOPTION ..... 166**

**APPENDIX C: SF424, SF424D AND CERTIFICATIONS ..... 167**

**APPENDIX D: CITIZEN PARTICIPATION DOCUMENTS ..... 181**

DRAFT

# Executive Summary

## ES-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

### 1. Introduction

As an entitlement recipient of CDBG funding, the City of Bellevue has prepared the 2024-2028 Consolidated Plan as a requirement to receive federal funds through the U.S. Department of Housing & Urban Development (HUD) Community Development Block Grant (CDBG) program. The Consolidated Plan outlines the community needs, goals, and priorities for the City of Bellevue during the next five-years and includes the components of a needs assessment, strategic plan, and action plan inclusive of a description of the process of preparation, consultation, and administration. The intent of the Consolidated Plan is to meet three basic objectives: decent, affordable housing; a suitable living environment; and provide economic opportunities.

This Five-Year Consolidated Plan identifies the City's priority needs through a community needs assessment, data analysis of the community and housing market, and a citizen participation and survey process. The priority needs of the City are then addressed through goals developed in the Strategic Plan. This Consolidated Plan for the City of Bellevue covers calendar years October 2024 to September 2028. It also contains the First Annual Action Plan from October 2024 to September 2025 for the HUD-funded Community Development Block Grant (CDBG) program. The consolidated plan will be presented for approval during the August 6, 2024 meeting.

The City utilized HUD's eConPlanning Suite to prepare the Consolidated Plan, which is an online system consisting of several templates developed by HUD and includes housing market data tables that are prepopulated with data from the U.S. Census Bureau (primarily data from the 2013-2017 American Community Survey or ACS) and HUD's Comprehensive Housing Affordability Strategy (CHAS). The CHAS is a unique computation of housing and income data generated by the Census Bureau on behalf of HUD.

### 2. Summary of the objectives and outcomes identified in the Plan Needs Assessment Overview

The City of Bellevue has developed its strategic plan based on an analysis of the data presented in the Needs Assessment, the Market Analysis of the Consolidated Plan, and the community participation and stakeholder consultation process. Through these efforts, the City has identified five (5) priority needs and associated goals to address these needs. Over the 5-Year plan period, the City will work to accomplish the following outcomes, which are listed by Priority Need.

DRAFT

**Priority #1: Maintain and Increase Affordable Housing Opportunities.** To maintain the availability and affordability of current housing market stock while developing opportunities to expanding affordable housing opportunities through partnerships.

**Priority #2: Improve the availability and accessibility to public infrastructure.** To rehabilitate, expand and improve infrastructure in established business and residential areas within city limits to promote and encourage redevelopment and reuse of available sites in the creation of a suitable living environment.

**Priority #3: Encourage economic development through business growth and job creation.** Promote business development and creation to increase job opportunities as well as aid with the development and expansion of employment opportunities and job training for residents.

**Priority #4: Increase and Expand Public Service Availability.** To provide support and assistance for the development and expansion of public service with community partners to address underserved needs in the community.

**Priority #5: Administration of CDBG Program.** To continue to maintain and administer a successful CDBG Program.

| **2024-2028 Bellevue CDBG Consolidated Plan Summary of the Strategic Priorities & Goals** |
|---|
| **Priority Need #1: Maintain and Increase Affordable Housing Opportunities.** To maintain the availability and affordability of current housing market stock while developing opportunities to expanding affordable housing opportunities through partnerships. |
| a. Support efforts to ensure adequate supply of affordable housing units in a range of types and sizes for all income levels in high resource areas.<br>i. Support a variety of housing programs to defray the costs of rental housing or home ownership, marrying financial tools such as historic preservation and opportunity zones.<br>ii. Investigate new funding sources to bring into Bellevue for housing and neighborhood revitalization.<br>iii. Review possible developer incentives to increase development of affordable housing and meet with necessary partners to develop, prepare, and adopt incentives.<br>iv. Work with City officials and departments to review current criteria for determining city project need to include accessibility and housing issues.<br><br>b. Improving place-based strategies to encourage community conservation and revitalization including preservation of existing affordable housing.<br>i. Fund a minor home repair and implement a preference for projects in low opportunity census tracts identified in the analysis. |

DRAFT

ii. Develop an owner and rental housing rehabilitation program to ensure the preservation of existing housing in the community.
iii. Develop programs and assistance to address housing accessibility modification needs.
iv. Work with partners to develop and fund a lead-based paint and radon testing and abatement program to ensure the safety of existing housing structures.
v. Research the opportunity for a demolition/replacement housing program properties identified as deficient and unhabitable causing a safety concern for the community.

c. Identify opportunities to safeguard current and future zoning ordinances to encourage the development of affordable housing stock as well as utilize occupancy requirements that do not hinder fair housing choice.
    i. Increase infill development opportunities by reviewing regulations and best practices to identify possible changes to the current regulations and develop proposals.
    ii. Research and assist with the development of a land bank program for the purpose of securing land and distressed properties for future development.
    iii. Research opportunities to increase the percentage of newly constructed housing units that are affordable and accessible to people with disabilities.

d. Improve homeowner and renter knowledge through financial literacy, promoting equitable access to programs, and assistance for the disabled, elderly, and LEP community.
    i. Increase access to consumer education in culturally appropriate context, to reduce homeownership and lending disparities.
    ii. Expand the City's community outreach and educational efforts regarding tenant/landlord rights by providing education materials and training opportunities.
    iii. Identify partners, specifically lending agencies, to assist with reviewing current lending concerns to identify areas of opportunities for education and assistance.
    iv. Develop innovative ways to highlight existing programs available in Bellevue and review programs offered in the metro area to determine the feasibility and possibility of offering the programs in Bellevue and Sarpy County.

**Priority #2: Improve the availability and accessibility to public infrastructure.** To rehabilitate, expand and improve infrastructure in established business and residential areas within city limits to promote and encourage redevelopment and reuse of available sites in the creation of a suitable living environment.

1. Improve and expand the availability and sustainability of public facilities and infrastructure in previously developed areas of the community.
    a. Support revitalization efforts for public facilities improvements that create expanded economic development opportunities and leverage outside funding.
    b. Address public facilities that are not up to code standards to create sustainable

DRAFT

neighborhoods and remove barriers to accessibility.

2. Identify prospects to address Bellevue's aging infrastructure and necessary updates to ensure all residents have accessibility to services.
    a. Continue to work with the City of Bellevue ADA Committee to review current status of ADA Transition plan and infrastructure needs in the community along with identifying funding sources for assistance.
    b. Complete ADA ramp remediation, sidewalk improvements and crossing, and bikeway infrastructure improvements in address increased transportation connectivity and options.
    c. Advocate for the development of an integrated transit system with available and reliable public transportation from affordable housing to areas of commerce and employment.

**Priority #3: Encourage economic development through business growth and job creation.** Promote business development and creation to increase job opportunities as well as aid with the development and expansion of employment opportunities and job training for residents.

1. Increase rehabilitation of existing commercial building to encourage growth and redevelopment of current commercial corridors.
    a. Aid building owners to address code violations, infrastructure requirements, and façade improvements.
    b. Research and develop opportunities for a business loan program to support start-up and microenterprise businesses.

2. Increase employment opportunities for residents through new development and expansion of existing business and assistance with existing job opportunities.
    a. Help with the development of new business and the expansion of existing businesses.
    b. Review available employment opportunities and work with businesses to develop and implement job training to fill existing openings.

3. Assist with the identifying the need and expanding accessibility and availability of transportation options.
    a. Continue to work with community partners to identify areas of need for transportation options.

**Priority #4: Increase and Expand Public Service Availability.** To provide support and assistance for the development and expansion of public service with community partners to address underserved needs in the community.

a. Increase and expand public services that address demonstrated residential needs of low- and moderate-income residents with particular emphasis on children and you, unemployed and under-employed individuals a well as people with special needs such as the elderly and persons with a disability.
    i. Identify community partners and support efforts to create or expand public

DRAFT

services that support identified needs in the community.

b. Increase the overall knowledge and understanding of fair housing with the community's developers, real estate professionals, financial institutions, elected officials, and residents.
    i. Identify interested partners to facilitate fair housing workshops for landlords and housing providers.
    ii. Share and distribute fair housing information for renters.
    iii. Work with local multi-family housing providers to provide information and education about fair housing to managements officials and tenants.

c. Provide opportunities to alter the perceptions of community exclusion and diffuse opposition to affordable housing through knowledge and education.
    i. Research proactive marketing strategies to enhance community image and identify community stakeholders to assist with development of community strategies to propel movement forward.
    ii. Identify possible funding sources to assist with marketing strategies specific for the community.

**Priority #5: Administration of CDBG Program.** To continue to maintain and administer a successful CDBG Program.

a. Successful administration of the CDBG programs.

### 3. Evaluation of past performance

The City prepares the Consolidated Annual Performance Evaluation and Reporting (CAPER), which captures progress toward meeting needs and achieving strategies established in the Consolidated Plan and the Annual Action Plan. Through the monitoring of performance measures, staff is able to identify operational improvements, resource allocation issues, and policy questions to be addressed in the upcoming year. Overall, Bellevue and its partners have been successful in implementing its community services and public improvements projects and programs and meeting the objectives established in the previous Consolidated Plan and foresees continued progress through the new Plan.

The CDBG funds were used exclusively for (1) meeting the goals outlined in the current Consolidated Plan, and (2) principally benefitting the very low and low-income persons. The City carried out most of the planned actions described in the Annual Action Plan by using all available resources, as reported in the Consolidated Assessment Section of this report. All funds were pursued, and certifications of consistency for HUD programs were provided in a fair and impartial manner for all grant applications.

DRAFT

During the Annual Action Plans, the City of Bellevue used 92% of the funding to benefit low- and moderate-income persons. All projects that were funded with CDBG dollars met the goals and priorities outlined in the Consolidated Plan.

### 4. Summary of citizen participation process and consultation process

The City of Bellevue followed the adopted Citizen Participation Plan in the development of the Consolidated Plan. The City consulted with key stakeholder groups, organizations, and residents in the process of developing the 5-year Consolidated Plan and completed the following outreach:

- hosted 3 community meetings on February 15, 2024; March 21, 2024; and June 6, 2024.
- distributed a community input survey that was open from December 1, 2023, to January 28, 2024, and
- met with organizations active in the Bellevue community and city officials to discuss community needs.

In addition, several of the City of Bellevue plans that were already developed and/or adopted were also used during the planning process to ensure consistency and coordination. The following city plans were consulted: Bellevue Affordable Housing Action Plan, Bellevue Comprehensive Plan, Bellevue Blight Study, City of Bellevue Mission Statement with Organizational Core Values, Bellevue Strategic Plan, Bellevue Parks Master Plan, Bellevue Neighborhood Needs Assessment and Revitalization Strategy, and Bellevue Area Community Housing Assessment Report.

In addition to the city plans, the following area plans and agencies were consulted and used during the development of the Consolidated Plan: Nebraska Investment Finance Authority, Nebraska Housing Study; Nebraska Department of Health and Human Services, Childhood Blood Lead Poisoning Surveillance Report and NE Office of Women's and Men's Health Annual Report; Metro Area Continuum of Care for the Homeless, Metro Area HMIS Data on Homelessness, Housing Inventory Chart, One Night Count Homelessness; Nebraska Department of Economic Development, Analysis of Impediments, Consolidated Plan; and, Metro Area Planning Agency, Comprehensive Economic Development Study. Information was received for many other state and federal agencies. This information is cited throughout the Consolidated Plan.

### 5. Summary of public comments

During the City of Bellevue's community input sessions, significant community input was received and considered in the development of the consolidated plan priorities and goals. Below is a summarized list by priority category of needs discussed.

DRAFT

Economic Development was identified as a top priority with the following specific needs identified: Redevelopment for Mission Ave, Olde Towne Bellevue, and along Fort Crook Road; Assistance for small businesses entering the marketplace; training programs for current residents to improve financial position with addition expertise, offer microenterprises shared resource and space to increase development in Bellevue; Set up an incubator and innovation hub for small businesses; partnerships with banks to offer micro-lending programs; and, Incentive program for derelict buildings and property owners.

The another priority was identified as Community and Neighborhood Services which included the following specific needs: More youth activity for ages 12-17; partnerships with organizations to fill the gaps between program end dates and school start dates; offer programs that would be available and accessible to increase participation and offer educational opportunities; Recycling container and glass recycling available; Adding or improving alternative transportation access and availability; and, Childcare services.

The third priority is Housing including: Establishment of transitional housing; Security deposit assistance program; Three and four bedroom rentals; Affordable rental housing rehabilitation program; Rental Housing program to build relationships with property owners; Host landlord forums developing incentive program to offer quality affordable rental housing opportunities; Affordable housing options for the people of Bellevue; Lead based paint removal; More affordable low-income housing and subsidized housing; Housing list including duplexes/townhomes on the Section 8 list; and More housing for people of all ages and incomes.

Public Facilities and Improvements with specific needs of: Park facilities that address youth and accessibility; Aquatics facilities; Establish better street grid with connections between recreational trails, parks, neighborhood, and transportation; Connect and establish recreational trails;; Gilbert Park, add a splash pad or ADA improvements to the pool; Utilize CDBG funds to address green street priorities identified in Olde Towne; Improve Lincoln Boulevard entrance to Offutt AFB and Olde Towne; North Bellevue infrastructure improvements; Splash Pads; and, needs a park and/or splash pad for the disabled.

The last priority was Special Needs Services with needs of: Re-entry program; and, Services and programs for those afflicted with substance abuse and HIV/AIDS in our community.

Other needs identified and funding leveraging discussed included: Make leveraging a priority for project selection; Should focus more on partnerships through projects in order to obtain additional funding; Consider requiring applicants meet a 1:1 match on applications requesting funding; Applicants demonstrate funds being brought as leverage for projects; and look at how other communities accomplished redevelopment and replicate.

Additional emphasis was places on access to transportation. Bellevue has one bus line that operates through the community with routes running twice a date. A bus service running along 370 would be

DRAFT

more beneficial. The reasoning for route location is data from ridership, but ridership won't increase if the route doesn't reflect transportation needs.

During the last public hearing, the City of Bellevue reviewed input received from the public hearings, meetings with community organizations and city staff, and results from the community needs survey. All input was then reviewed and considered during the development of the 2024-2028 Consolidated Plan. Those in attendance felt the priorities and goals outlined by the City reflected the community input received.

### 6. Summary of comments or views not accepted and the reasons for not accepting them

All comments received during the development of and comment period for the 5-year Consolidated Plan were accepted and considered.

Addition comments received during the 30-day comment period and the August 6th public hearing will be provided here.

### 7. Summary

The mission of the City of Bellevue's Consolidated Plan is to identify specific needs that affect our community and citizens and to propose measurable goals and objectives for actions that will address the prioritized housing and community development needs that meet with HUD requirements for the use of the CDBG funding. These goals include projects that address the identified needs and priorities of the Consolidated Plan while meeting the City of Bellevue's mission and vision.

City of Bellevue Mission Statement: Provide exceptional customer service, uphold the public interest and advance the Community Vision.

City of Bellevue Vision Statement: Be a collaborative and innovative organization that is future focused and committed to excellence

### Action Plan Summary

As an entitlement community for the receipt of CDBG funding, the City of Bellevue has prepared the 2024-2025 Action Plan following the regulations and requirement as outlined by the U.S. Department of Housing & Urban Development (HUD) to be eligible for the acceptance of Community Development Block Grant (CDBG) program funds. The 2024 Action Plan outlines the proposed uses of CDBG entitlement funds during the fiscal year period from October 1, 2024, to September 30, 2025. The intent of the CDBG funds allocated to projects in the Plan is to meet the needs and priorities as outlined in the City's 2024-2028 Consolidated Plan, and meet the goals of the CDBG program to develop a

DRAFT

suitable living environment, provide decent and affordable housing, and expand economic opportunities, primarily for persons of low and moderate-income.

As part of the development of the 2024 Action Plan, the City allocated a total of $315,504.00 in 2024 CDBG entitlement funding to goals outlined in the 2024-2028 Consolidated Plan, which serves as the guidance for meeting the housing and community development needs of the City of Bellevue during the five-year period.

During the 2024 Action Plan, City funded public facilities and improvements, public service, housing rehabilitation, economic development and planning and administration activities. The activities include a response to the need for affordable housing support related to ownership projects. Other activities also support the increased need for community services to support households who were facing amplified financial crisis and public facilities improvements to benefit low- and moderate-income neighborhoods.

After thorough review and consideration by the CDBG Committee, eight projects were recommended for funding and included in the draft 2024 Annual Action Plan that was presented for public comment and to the City of Bellevue Mayor and City Council for consideration and approval.

**2024 ACTION PLAN FUNDING RECOMMENDATION**

| Applicant/Project | Recommended Funding |
|---|---|
| ***Public Facilities and Improvements*** | |
| **City of Bellevue –** *Harvell Drive Sidewalk Improvement*<br>Request funding to 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. | $ 73,179.00 |
| ***Housing*** | |
| **Habitat for Humanity of Sarpy County –** *Home Repair Program*<br>Request funding to provide funding for critical home repairs to low- and moderate-income owner-occupied households within Bellevue city limits to address health and safety risk. | $ 50,000.00 |
| ***Public Services*** | |
| **Bellevue Public School –** *Family Literacy Bellevue*<br>Request funding to benefit LMI adults with acquiring English proficiency to support their children's educational needs and increase opportunities for employment. | $ 20,000.00 |
| **Lift Up Sarpy County –** *Bellevue Community Response & Outreach*<br>Request funding to support community response and services for families with elementary and middle school aged children with service, technology access, and parenting resources | $ 13,662.50 |

| | |
|---|---|
| **All Seasons Foundation –** *Assistance for Vulnerable Adults & Senior Citizens*<br>Request funding to assist with public service programs for vulnerable adults including seniors, homeless, and those with special needs in Bellevue with access to services and transportation in Bellevue. | $ 13,662.50 |
| ***Economic Development*** | |
| **Bellevue Economic Enhancement Foundation –** *Bellevue Chamber Small Business Assistance*<br>Request funding to set up an assistance fund to help small businesses with resources to make improvements and expand employment opportunities. | $ 50,000.00 |
| ***Other Activities/Capacity Building*** | |
| **Housing Foundation of Sarpy County –** *Development Director*<br>Request funding 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. | $ 40,000.00 |
| ***Administration and Planning*** | |
| **City of Bellevue -** *Administration*<br>Request funding for general management, oversight, coordination, and staff expense for the CDBG program. | $ 55,000.00 |
| ***Total CDBG Funding*** | |
| | **$ 315,504.00** |

DRAFT

# The Process

## PR-05 Lead & Responsible Agencies 24 CFR 91.200(b)

### 1. Describe agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

| Agency Role | Name | Department/Agency |
|---|---|---|
| | | |
| CDBG Administrator | BELLEVUE | Finance Department |

**Table 1 – Responsible Agencies**

### Narrative

The City of Bellevue is the lead agency responsible for overseeing the development of the Consolidated Plan and administering the development and implementation of the Action Plan and annual projects. The City has a consultant that is the CDBG Program Specialist under the direction of the Finance Director and the City Administrator. The CDBG Program Specialist with the assistance of the Finance Director maintains responsibility for development of the Consolidated Plans, Annual Action Plan, and Consolidated Annual Performance & Evaluation Report (CAPER). The City has also created a CDBG Committee to assist the CDBG Program Specialist with allocation of annual funding by reviewing the applications for funding request and making a final recommendation to the Bellevue City Council. The City will continue to work with organizations that were involved in the development of the Consolidated Plan to address the identified needs and administered activities and programs.

### Consolidated Plan Public Contact Information

DRAFT

## PR-10 Consultation – 91.100, 91.110, 91.200(b), 91.300(b), 91.215(I) and 91.315(I)

### 1. Introduction

The City of Bellevue is the lead agency responsible for overseeing the development of the Consolidated Plan and administering the approved Consolidated Plan. The City's CDBG Program Specialist, under the direction of the Finance Director and the City Administrator, maintains responsibility for development of the Consolidated Plans, Annual Action Plan, and Consolidated Annual Performance & Evaluation Report. The City has also created a CDBG Committee to assist the CDBG Program Specialist with allocation of annual funding by reviewing the applications for funding request and making a final recommendation to the Bellevue City Council. The City will continue to work with partner organizations who were involved in the development of the Consolidated Plan to address the identified needs and administered activities and programs. These partners include residents, businesses, faith-based organizations, non-profit developers, lenders and other for-profit entities. In-person and telephone consultations were conducted as part of the development of this Consolidated Plan including, but not limited to City departments, housing and homeless service providers, non-profit agencies, social service agencies, the Public Housing Authority, Habitat for Humanity, low income housing tax credit (LITHC) and Section 8 rental housing providers, Schools, Chamber of Commerce, Department of Health, at-risk, disabled, mental/health service providers, and government agencies.

**Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I)).**

City of Bellevue CDBG staff coordinated the efforts of the City, residents, civic and business leaders, housing providers, private and public agencies, health, mental/health and service providers in the implementation of this Consolidated Plan and in coordinating collaborative conversations and efforts among the many agencies serving homeless, veterans, youth, families, housing and shelter providers, health, mental health and other institutions potentially discharging into homelessness, and at-risk support providers. This collaboration is accomplished through regular phone and in-person meetings, consultations, neighborhood, committee and community meetings, participation in civic meetings, and other events/activities throughout the year.

**Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness**

The City of Bellevue is in the jurisdiction of the Threshold Continuum of Care for the Homeless, which includes the cities of Omaha and Council Bluffs and the three county areas of Douglas, Sarpy and Pottawattamie. Since Bellevue is a part of this larger area Continuum of Care, the homeless population

DRAFT

count and numbers are not available for the Bellevue area alone. The City participates in and works with the Threshold to identify and then address the needs of homeless persons and persons at risk of homelessness in the Omaha Metro area. Threshold collects homeless data, analyzes the data, and establishes goals and objectives as part of the planning for homeless programs and reports the data in HMIS.

**Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards and evaluate outcomes, and develop funding, policies and procedures for the administration of HMIS**

The City of Bellevue does not receive ESG funds.

**2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdictions consultations with housing, social service agencies and other entities**

DRAFT

| | | |
|---|---|---|
| 1 | **Agency/Group/Organization** | Bellevue Chamber of Commerce |
| | **Agency/Group/Organization Type** | Business and Civic Leaders<br>Neighborhood Organization |
| | **What section of the Plan was addressed by Consultation?** | Housing Need Assessment<br>Public Housing Needs<br>Economic Development<br>Market Analysis |
| | **How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?** | The organization was invited to participate in the public hearings for the Affirmative Further Fair Housing Plan, Consolidated Plan and Action Plan and met with city staff to identify community needs and strategies for addressing priority needs and goals. |
| 2 | **Agency/Group/Organization** | Metro Area Continuum of Care for the Homeless |
| | **Agency/Group/Organization Type** | Housing<br>PHA<br>Services - Housing<br>Services-homeless<br>Regional organization |
| | **What section of the Plan was addressed by Consultation?** | Housing Need Assessment<br>Public Housing Needs<br>Homelessness Strategy<br>Homeless Needs - Chronically homeless<br>Homeless Needs - Families with children<br>Homelessness Needs - Veterans<br>Homelessness Needs - Unaccompanied youth |
| | **How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?** | The organization was invited to participate in the public hearings for the Affirmative Further Fair Housing Plan, Consolidated Plan and Action Plan and met with city staff to identify community needs and strategies for addressing priority needs and goals. |
| 3 | **Agency/Group/Organization** | Bellevue Housing Authority |
| | **Agency/Group/Organization Type** | Housing<br>PHA |

DRAFT

| | | |
|---|---|---|
| | **What section of the Plan was addressed by Consultation?** | Housing Need Assessment<br>Public Housing Needs<br>Economic Development<br>Market Analysis |
| | **How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?** | The organization was invited to participate in the public hearings for the Affirmative Further Fair Housing Plan, Consolidated Plan and Action Plan and met with city staff to identify community needs and strategies for addressing priority needs and goals. |
| 4 | **Agency/Group/Organization** | Eastern Nebraska Office on Aging |
| | **Agency/Group/Organization Type** | Services - Housing<br>Services-Elderly Persons<br>Services-Persons with Disabilities |
| | **What section of the Plan was addressed by Consultation?** | Housing Need Assessment |
| | **How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?** | The organization was invited to participate in the public hearings for the Affirmative Further Fair Housing Plan, Consolidated Plan and Action Plan and met with city staff to identify community needs and strategies for addressing priority needs and goals. |
| 5 | **Agency/Group/Organization** | Bellevue Senior Center |
| | **Agency/Group/Organization Type** | Services-Elderly Persons |
| | **What section of the Plan was addressed by Consultation?** | Housing Need Assessment<br>Non-Homeless Special Needs |
| | **How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?** | The organization was invited to participate in the public hearings for the Affirmative Further Fair Housing Plan, Consolidated Plan and Action Plan and met with city staff to identify community needs and strategies for addressing priority needs and goals. |
| 6 | **Agency/Group/Organization** | Habitat for Humanity of Sarpy County |
| | **Agency/Group/Organization Type** | Housing<br>Services - Housing |
| | **What section of the Plan was addressed by Consultation?** | Housing Need Assessment<br>Public Housing Needs |

DRAFT

| | | |
|---|---|---|
| | **How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?** | The organization was invited to participate in the public hearings for the Affirmative Further Fair Housing Plan, Consolidated Plan and Action Plan and met with city staff to identify community needs and strategies for addressing priority needs and goals. |
| 7 | **Agency/Group/Organization** | Sarpy County Government |
| | **Agency/Group/Organization Type** | Other government - County<br>Civic Leaders |
| | **What section of the Plan was addressed by Consultation?** | Housing Need Assessment<br>Public Housing Needs<br>Homelessness Strategy<br>Homeless Needs - Chronically homeless<br>Economic Development<br>Market Analysis |
| | **How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?** | The organization was invited to participate in the public hearings for the Affirmative Further Fair Housing Plan, Consolidated Plan and Action Plan and met with city staff to identify community needs and strategies for addressing priority needs and goals. |
| 8 | **Agency/Group/Organization** | City of Papillion |
| | **Agency/Group/Organization Type** | Other government - Local<br>Civic Leaders |
| | **What section of the Plan was addressed by Consultation?** | Housing Need Assessment<br>Public Housing Needs<br>Market Analysis |
| | **How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?** | The organization was invited to participate in the public hearings for the Affirmative Further Fair Housing Plan, Consolidated Plan and Action Plan and met with city staff to identify community needs and strategies for addressing priority needs and goals. |
| 9 | **Agency/Group/Organization** | City of Omaha Planning Department |
| | **Agency/Group/Organization Type** | Other government - Local<br>Civic Leaders |

DRAFT

| | | |
|---|---|---|
| | **What section of the Plan was addressed by Consultation?** | Housing Need Assessment<br>Public Housing Needs<br>Homelessness Strategy<br>Homeless Needs - Chronically homeless<br>Homeless Needs - Families with children<br>Homelessness Needs - Veterans<br>Homelessness Needs - Unaccompanied youth<br>Non-Homeless Special Needs<br>HOPWA Strategy<br>Economic Development<br>Market Analysis |
| | **How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?** | The organization was invited to participate in the public hearings for the Affirmative Further Fair Housing Plan, Consolidated Plan and Action Plan and met with city staff to identify community needs and strategies for addressing priority needs and goals. |
| 10 | **Agency/Group/Organization** | Offutt Air Force Base |
| | **Agency/Group/Organization Type** | Business and Civic Leaders<br>Military Installation<br>Major Employer |
| | **What section of the Plan was addressed by Consultation?** | Housing Need Assessment<br>Public Housing Needs<br>Non-Homeless Special Needs<br>Economic Development<br>Market Analysis |
| | **How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?** | The organization was invited to participate in the public hearings for the Affirmative Further Fair Housing Plan, Consolidated Plan and Action Plan and met with city staff to identify community needs and strategies for addressing priority needs and goals. |
| 11 | **Agency/Group/Organization** | Rising View |
| | **Agency/Group/Organization Type** | Housing<br>Services - Housing |
| | **What section of the Plan was addressed by Consultation?** | Housing Need Assessment<br>Public Housing Needs |

DRAFT

| | | |
|---|---|---|
| | **How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?** | The organization was invited to participate in the public hearings for the Affirmative Further Fair Housing Plan, Consolidated Plan and Action Plan and met with city staff to identify community needs and strategies for addressing priority needs and goals. |
| 12 | **Agency/Group/Organization** | Bellevue Public Schools |
| | **Agency/Group/Organization Type** | Local School District<br>Major Employer |
| | **What section of the Plan was addressed by Consultation?** | Housing Need Assessment<br>Non-Homeless Special Needs<br>Market Analysis |
| | **How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?** | The organization was invited to participate in the public hearings for the Affirmative Further Fair Housing Plan, Consolidated Plan and Action Plan and met with city staff to identify community needs and strategies for addressing priority needs and goals. |
| 13 | **Agency/Group/Organization** | Eastern Nebraska Community Action Partnership |
| | **Agency/Group/Organization Type** | Services - Housing<br>Services-Children<br>Services-Elderly Persons<br>Services-Persons with Disabilities<br>Services-Persons with HIV/AIDS<br>Services-Victims of Domestic Violence<br>Services-homeless<br>Services-Health<br>Services-Education<br>Services-Employment<br>Regional organization |
| | **What section of the Plan was addressed by Consultation?** | Housing Need Assessment<br>Public Housing Needs<br>Non-Homeless Special Needs |

DRAFT

| | | |
|---|---|---|
| | **How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?** | The organization was invited to participate in the public hearings for the Affirmative Further Fair Housing Plan, Consolidated Plan and Action Plan and met with city staff to identify community needs and strategies for addressing priority needs and goals. |
| 14 | **Agency/Group/Organization** | Metropolitan Area Planning Agency |
| | **Agency/Group/Organization Type** | Regional organization<br>Planning organization |
| | **What section of the Plan was addressed by Consultation?** | Housing Need Assessment<br>Economic Development<br>Market Analysis |
| | **How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?** | The organization was invited to participate in the public hearings for the Affirmative Further Fair Housing Plan, Consolidated Plan and Action Plan and met with city staff to identify community needs and strategies for addressing priority needs and goals. |
| 15 | **Agency/Group/Organization** | NE Department of Health & Human Services |
| | **Agency/Group/Organization Type** | Other government - State |
| | **What section of the Plan was addressed by Consultation?** | Housing Need Assessment<br>Public Housing Needs<br>Homelessness Strategy<br>Homeless Needs - Chronically homeless<br>Homeless Needs - Families with children<br>Homelessness Needs - Veterans<br>Homelessness Needs - Unaccompanied youth<br>Non-Homeless Special Needs |
| | **How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?** | The organization was invited to participate in the public hearings for the Affirmative Further Fair Housing Plan, Consolidated Plan and Action Plan and met with city staff to identify community needs and strategies for addressing priority needs and goals. |
| 16 | **Agency/Group/Organization** | Bellevue University |
| | **Agency/Group/Organization Type** | Services-Education<br>Institute of Higher Education |

DRAFT

| | | |
|---|---|---|
| | **What section of the Plan was addressed by Consultation?** | Non-Homeless Special Needs |
| | **How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?** | The organization was invited to participate in the public hearings for the Affirmative Further Fair Housing Plan, Consolidated Plan and Action Plan and met with city staff to identify community needs and strategies for addressing priority needs and goals. |
| 17 | **Agency/Group/Organization** | Sheltering Tree, Inc. |
| | **Agency/Group/Organization Type** | Services - Housing<br>Services-Persons with Disabilities |
| | **What section of the Plan was addressed by Consultation?** | Housing Need Assessment<br>Non-Homeless Special Needs |
| | **How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?** | The organization was invited to participate in the public hearings for the Affirmative Further Fair Housing Plan, Consolidated Plan and Action Plan and met with city staff to identify community needs and strategies for addressing priority needs and goals. |
| 18 | **Agency/Group/Organization** | Bellevue Community Foundation |
| | **Agency/Group/Organization Type** | Civic Leaders<br>Foundation |
| | **What section of the Plan was addressed by Consultation?** | Housing Need Assessment<br>Economic Development<br>Market Analysis |
| | **How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?** | The organization was invited to participate in the public hearings for the Affirmative Further Fair Housing Plan, Consolidated Plan and Action Plan and met with city staff to identify community needs and strategies for addressing priority needs and goals. |
| 19 | **Agency/Group/Organization** | Bellevue Food Pantry |
| | **Agency/Group/Organization Type** | Services-Children<br>Services-Elderly Persons<br>Services-Health<br>Civic Leaders |

DRAFT

| | | |
|---|---|---|
| | **What section of the Plan was addressed by Consultation?** | Housing Need Assessment<br>Non-Homeless Special Needs |
| | **How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?** | The organization was invited to participate in the public hearings for the Affirmative Further Fair Housing Plan, Consolidated Plan and Action Plan and met with city staff to identify community needs and strategies for addressing priority needs and goals. |
| 20 | **Agency/Group/Organization** | Rebuilding Together Omaha |
| | **Agency/Group/Organization Type** | Housing<br>Services - Housing<br>Services-Elderly Persons |
| | **What section of the Plan was addressed by Consultation?** | Housing Need Assessment<br>Market Analysis |
| | **How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?** | The organization was invited to participate in the public hearings for the Affirmative Further Fair Housing Plan, Consolidated Plan and Action Plan and met with city staff to identify community needs and strategies for addressing priority needs and goals. |
| 21 | **Agency/Group/Organization** | Sarpy County CASA |
| | **Agency/Group/Organization Type** | Services-Children |
| | **What section of the Plan was addressed by Consultation?** | Public Housing Needs<br>Non-Homeless Special Needs |
| | **How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?** | The organization was invited to participate in the public hearings for the Affirmative Further Fair Housing Plan, Consolidated Plan and Action Plan and met with city staff to identify community needs and strategies for addressing priority needs and goals. |
| 22 | **Agency/Group/Organization** | Sarpy County Museum |
| | **Agency/Group/Organization Type** | Services-Children<br>Services-Elderly Persons<br>Services-Persons with Disabilities<br>Neighborhood Organization |

DRAFT

| | | |
|---|---|---|
| | **What section of the Plan was addressed by Consultation?** | Housing Need Assessment<br>Economic Development<br>Market Analysis |
| | **How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?** | The organization was invited to participate in the public hearings for the Affirmative Further Fair Housing Plan, Consolidated Plan and Action Plan and met with city staff to identify community needs and strategies for addressing priority needs and goals. |
| 23 | **Agency/Group/Organization** | Lutheran Family Services |
| | **Agency/Group/Organization Type** | Services - Housing<br>Services-Children<br>Services-Elderly Persons<br>Services-Persons with Disabilities<br>Services-Persons with HIV/AIDS<br>Services-Victims of Domestic Violence<br>Services-homeless<br>Services-Health<br>Services-Education<br>Services-Employment<br>Service-Fair Housing<br>Services - Victims |
| | **What section of the Plan was addressed by Consultation?** | Housing Need Assessment<br>Public Housing Needs<br>Homelessness Strategy<br>Non-Homeless Special Needs<br>Economic Development<br>Market Analysis |
| | **How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?** | The organization was invited to participate in the public hearings for the Affirmative Further Fair Housing Plan, Consolidated Plan and Action Plan and met with city staff to identify community needs and strategies for addressing priority needs and goals. |
| 24 | **Agency/Group/Organization** | Sen. Sue Crawford |
| | **Agency/Group/Organization Type** | Other government - State<br>Civic Leaders |

DRAFT

| | | |
|---|---|---|
| | **What section of the Plan was addressed by Consultation?** | Housing Need Assessment<br>Economic Development<br>Market Analysis |
| | **How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?** | Senator Crawford and her office were invited to participate in the public hearings for the Affirmative Further Fair Housing Plan, Consolidated Plan and Action Plan and met with city staff to identify community needs and strategies for addressing priority needs and goals. |
| 25 | **Agency/Group/Organization** | Nebraska Hispanic Chamber of Commerce |
| | **Agency/Group/Organization Type** | Regional organization<br>Business and Civic Leaders |
| | **What section of the Plan was addressed by Consultation?** | Housing Need Assessment<br>Public Housing Needs<br>Homelessness Strategy<br>Economic Development<br>Market Analysis |
| | **How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?** | The organization was invited to participate in the public hearings for the Affirmative Further Fair Housing Plan, Consolidated Plan and Action Plan and met with city staff to identify community needs and strategies for addressing priority needs and goals. |
| 26 | **Agency/Group/Organization** | Lift Up Sarpy |
| | **Agency/Group/Organization Type** | Regional organization<br>Civic Leaders |
| | **What section of the Plan was addressed by Consultation?** | Housing Need Assessment<br>Public Housing Needs<br>Homelessness Strategy<br>Non-Homeless Special Needs<br>Economic Development<br>Market Analysis |

DRAFT

| | | |
|---|---|---|
| | **How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?** | The organization was invited to participate in the public hearings for the Affirmative Further Fair Housing Plan, Consolidated Plan and Action Plan and met with city staff to identify community needs and strategies for addressing priority needs and goals. |
| 27 | **Agency/Group/Organization** | Catholic Charities |
| | **Agency/Group/Organization Type** | Services - Housing<br>Services-Children<br>Services-Elderly Persons<br>Services-Persons with Disabilities<br>Services-Persons with HIV/AIDS<br>Services-Victims of Domestic Violence<br>Services-homeless<br>Services-Health<br>Services-Education<br>Services-Employment<br>Service-Fair Housing<br>Services - Victims |
| | **What section of the Plan was addressed by Consultation?** | Housing Need Assessment<br>Homelessness Strategy<br>Homeless Needs - Chronically homeless<br>Homeless Needs - Families with children<br>Homelessness Needs - Veterans<br>Homelessness Needs - Unaccompanied youth |
| | **How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?** | The organization was invited to participate in the public hearings for the Affirmative Further Fair Housing Plan, Consolidated Plan and Action Plan and met with city staff to identify community needs and strategies for addressing priority needs and goals. |
| 28 | **Agency/Group/Organization** | Sarpy Cass Health Department |
| | **Agency/Group/Organization Type** | Services-Health<br>Health Agency<br>Other government - State |
| | **What section of the Plan was addressed by Consultation?** | Housing Need Assessment<br>Public Housing Needs<br>Homelessness Strategy<br>Non-Homeless Special Needs |

DRAFT

| | | |
|---|---|---|
| | **How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?** | The organization was invited to participate in the public hearings for the Affirmative Further Fair Housing Plan, Consolidated Plan and Action Plan and met with city staff to identify community needs and strategies for addressing priority needs and goals. |
| 29 | **Agency/Group/Organization** | Nebraska Medicine |
| | **Agency/Group/Organization Type** | Services-Health<br>Health Agency<br>Major Employer |
| | **What section of the Plan was addressed by Consultation?** | Housing Need Assessment<br>Public Housing Needs<br>Homelessness Strategy<br>Market Analysis |
| | **How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?** | The organization was invited to participate in the public hearings for the Affirmative Further Fair Housing Plan, Consolidated Plan and Action Plan and met with city staff to identify community needs and strategies for addressing priority needs and goals. |
| 30 | **Agency/Group/Organization** | Sarpy County Economic Development Corporation |
| | **Agency/Group/Organization Type** | Regional organization<br>Business and Civic Leaders |
| | **What section of the Plan was addressed by Consultation?** | Economic Development<br>Market Analysis<br>Anti-poverty Strategy |
| | **How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?** | The organization was invited to participate in the public hearings for the Affirmative Further Fair Housing Plan, Consolidated Plan and Action Plan and met with city staff to identify community needs and strategies for addressing priority needs and goals. |
| 31 | **Agency/Group/Organization** | Sarpy County Chamber of Commerce |
| | **Agency/Group/Organization Type** | Regional organization<br>Business and Civic Leaders |

DRAFT

| | | |
|---|---|---|
| | **What section of the Plan was addressed by Consultation?** | Economic Development<br>Market Analysis<br>Anti-poverty Strategy |
| | **How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?** | The organization was invited to participate in the public hearings for the Affirmative Further Fair Housing Plan, Consolidated Plan and Action Plan and met with city staff to identify community needs and strategies for addressing priority needs and goals. |

**Table 2 – Agencies, groups, organizations who participated**

### Identify any Agency Types not consulted and provide rationale for not consulting

All agencies were either consulted with or invited to participate. There was no decision to exclude any group.

### Other local/regional/state/federal planning efforts considered when preparing the Plan

| Name of Plan | Lead Organization | How do the goals of your Strategic Plan overlap with the goals of each plan? |
|---|---|---|
| | | |

**Table 3 – Other local / regional / federal planning efforts**

### Describe cooperation and coordination with other public entities, including the State and any adjacent units of general local government, in the implementation of the Consolidated Plan (91.215(l))

During the development of the Consolidated Plan, Bellevue consulted the CDBG programs and plans for the State of Nebraska, City of Omaha, City of Lincoln, and City of Grand Island. The City of Omaha was invited to the CDBG program's public hearing and to comment on the plans. The City of Bellevue remains in contact with the State of Nebraska Department of Economic Development who administers the CDBG program for State recipients to remain up to date on happenings and activities throughout the state. By remaining current with CDBG news, the City of Bellevue is able to identify new projects or activities to assist the city and identify possible partnerships to leverage dollars.

### Narrative (optional):

DRAFT

## PR-15 Citizen Participation – 91.105, 91.115, 91.200(c) and 91.300(c)

### 1. Summary of citizen participation process/Efforts made to broaden citizen participation
**Summarize citizen participation process and how it impacted goal-setting**

In accordance with HUD regulations, the City of Bellevue adopted an amended Citizen Participation Plan in 2020 which reflected the changes provided by the CARES Act in response to the COVID-19 pandemic. An updated 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 residents, 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 and a 30-day public comment period before adoption of plans or reports, (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) requires the City to consider all citizen comments and views and publish written explanation of comments not accepted in the Consolidated Plan, encourages citizens objections to Plan approval to be directed to HUD.

Three community meetings were held during the development of the Consolidated Plan to obtain resident input and interested parties were also invited to participate in an online community needs survey to assist the city with further identifying needs and priorities. In additional to online access, a hard copy of the survey was available at the City of Bellevue offices and by contacting the CDBG Program Administrator. It is important to note that the results of the survey are intended to enhance the overall process and development of the Consolidated Plan. The survey results are not the only factors in determining the future funding levels for the City's housing and community development needs. The CDBG Program Administrator also contacted and met with various community organizations regarding the CDBG program and to receive input on organizational missions and needs.

In addition, three more public hearings were held during the development of the Annual Action Plan and a final public hearing was held once the proposed consolidated and action plans were available for public comment. This public hearing was held during a City Council meeting to allow councilmembers and citizens to make comments regarding the plan.

The priorities and goals that were developed and outlined in the plan reflect the input from not only the public hearings and survey results, but also recognize the current status of the City in regard to programs and policies. Other factors considered when developing priorities include the

DRAFT

City's immediate required compliance with federal regulations, currently adopted City plans and programs, and other funding agencies and sources available to leverage with CDBG funding.

The City of Bellevue is always looking for new, innovative ways to enhance public participation in the CDBG planning process. To ensure all interested parties receive timely information, the CDBG staff continues to develop and add contacts to the CDBG mailing and email list in order to keep up-to-date events and program updates flowing. Since the City of Bellevue has become an entitlement community for CDBG funds, an extended effort to inform the public of the new designation and meaning began. Part of the outreach included the development a section of the City's website to the CDBG program. Information posted to the website is then distributed through various forms of social media.

DRAFT

## Citizen Participation Outreach

| Sort Order | Mode of Outreach | Target of Outreach | Summary of response/attendance | Summary of comments received | Summary of comments not accepted and reasons | URL (If applicable) |
|---|---|---|---|---|---|---|
| 1 | Public Hearing | Minorities<br><br>Persons with disabilities<br><br>Non-targeted/broad community<br><br>Residents of Public and Assisted Housing | No specific response. A newspaper ad and press release were distributed inviting resident participation and comment at the CDBG public hearings regarding the development of the Affirmatively Further Fair Housing Plan. The notice was distributed prior to each of the public hearings held regarding the plan. | No comments were received. | None. | |

DRAFT

| Sort Order | Mode of Outreach | Target of Outreach | Summary of response/attendance | Summary of comments received | Summary of comments not accepted and reasons | URL (If applicable) |
|---|---|---|---|---|---|---|
| 2 | Public Meeting | Minorities<br><br>Persons with disabilities<br><br>Non-targeted/broad community<br><br>Elected Officials | No specific response. The public meetings were conducted during the development of the Affirmatively Further Fair Housing Plan. The meetings would focus specifically on the City of Bellevue requirements and included elected officials in the invitation. There were sixteen individuals in attendance. | All comments received were included in the AFFH plan. A summary of the comments received is included in the attachments to the Consolidated Plan. | None. | |

DRAFT

| Sort Order | Mode of Outreach | Target of Outreach | Summary of response/attendance | Summary of comments received | Summary of comments not accepted and reasons | URL (If applicable) |
|---|---|---|---|---|---|---|
| 3 | Internet Outreach | Minorities<br><br>Persons with disabilities<br><br>Non-targeted/broad community<br><br>Residents of Public and Assisted Housing | All information regarding the development of the Affirmatively Further Fair Housing plan, the 2024-2028 Consolidated Plan, survey and public meetings was distributed through social media outlets such as Twitter and Facebook, and posted on the City's website. | There were no comments received. The information was shared by others throughout social media. | None. | |

DRAFT

| Sort Order | Mode of Outreach | Target of Outreach | Summary of response/attendance | Summary of comments received | Summary of comments not accepted and reasons | URL (If applicable) |
|---|---|---|---|---|---|---|
| 4 | Newspaper Ad | Minorities<br><br>Persons with disabilities<br><br>Non-targeted/broad community<br><br>Residents of Public and Assisted Housing | No specific response. A newspaper ad and press release were distributed inviting residents' participation and comment at the CDBG public hearings regarding the development of the 2024-2028 Consolidated Plan. The notice was distributed prior to each of the public hearings held regarding the plan. | No comments were received. | None. | |

DRAFT

| Sort Order | Mode of Outreach | Target of Outreach | Summary of response/attendance | Summary of comments received | Summary of comments not accepted and reasons | URL (If applicable) |
|---|---|---|---|---|---|---|
| 5 | Public Hearing | Minorities<br><br>Persons with disabilities<br><br>Non-targeted/broad community<br><br>Residents of Public and Assisted Housing | No specific response. Four public meetings were conducted during the development of the 2024-2028 Consolidated Plan. The meetings encouraged resident participation and included a presentation overview of the CDBG program, the application process for funding, and of the identified needs and goals outlined in the Consolidated Plan. In total, there were twenty-five individuals in attendance. | All comments received were included in the Consolidated Plan. A summary of the comments is available in the attachments to the plan. | All comments were accepted. | |

DRAFT

| Sort Order | Mode of Outreach | Target of Outreach | Summary of response/attendance | Summary of comments received | Summary of comments not accepted and reasons | URL (If applicable) |
|---|---|---|---|---|---|---|
| 6 | Community Needs Survey | Non-targeted/broad community | The City developed and distributed a community needs survey to assist with the development and identification of needs in the Consolidated Plan and the City's Comprehensive Plan. The survey was distributed electronically with paper copies available at the City offices and upon request. | All comments received were included in the Consolidated Plan. A summary of the comments is available in the attachments to the plan. | | |

**Table 4 – Citizen Participation Outreach**

DRAFT

# Needs Assessment

## NA-05 Overview

### Needs Assessment Overview

This section estimates the needs for housing, public housing, homeless, non-homeless and community development. The estimates provided here are the result of data analysis, consultations, citizen participation needs and priority survey, and community meetings/public hearings.

DRAFT

## NA-10 Housing Needs Assessment - 24 CFR 91.205 (a,b,c)

### Summary of Housing Needs

The Housing Needs Assessment includes information on the number of households, housing needs, housing problems, households with children present and estimated housing needs. In the housing needs summary, households are broken into five categories: (1) Small families, defined as a family with two to four members, (2) Large families, defined as a family with five or more members, (3) Elderly, a household whose head, spouse, or sole member is a person who is at least 62, (4) Income Level as described below, and (5) Other, all other households.

Low- to moderate-income is categorized by HUD as a percentage of total household income compared to HUD Adjusted Median Family Income (HAMFI) and is described in four categories: Extremely Low-Income: Households earning less than 30% HAMFI; Low-Income: Households earning 30-50% HAMFI; Moderate-Income: Households earning between 50-80% HAMFI, and; Middle-Income: Households earning between 80-100% HAMFI. HUD defines the term "cost burden" as when a household is paying more than 30 percent of its income for rent or home-owner costs. Households paying more than 50 percent of income on rent or home-owner costs are considered to be "severely cost burdened".

HUD defines housing problems as:

- Lack of complete kitchen or plumbing facilities
- Cost burdened: A housing cost burden of more than 30% of household income. Cost burden is the fraction of a household's total gross income spent on housing costs. For renters, housing costs include rent paid by the tenant plus utilities. For owners, housing costs include mortgage payments, taxes, insurance, and utilities
- Severe cost burdened: A housing cost burden of more than 50% of household income, applying the same definition as described for cost burden
- Overcrowding is defined as more than one person per room, not including bathrooms, porches, foyers, halls, or half rooms
- Severe overcrowding is defined as more than 1.5 persons per room, applying the same definition as described for overcrowding

According to the American Communities Survey, Bellevue has a total of 20,600 households which is a 7% increase from the 2000 Census. Of the total households, 57% are family households, 10% are elderly, and 16% are households with one or more children 6 or younger. 43% of all households are classified as low- to moderate-income (LMI).

The Comprehensive Housing Affordability Strategy (CHAS) data provides the number and types of households by HUD Adjusted Median Family Income (HAMFI). Households in Bellevue are 11% extremely low-income, 11% low-income, 21% moderate-income and 56% middle-income. The majority of small and large family households, or 65%, have an income 100% of the HUD Adjusted Median Family

DRAFT

Income (HAMFI). Households that make between 50-80% HAMFI make up 21% of the total family households.

| Demographics | Base Year: 2009 | Most Recent Year: 2017 | % Change |
|---|---|---|---|
| Population | 54,065 | 63,970 | 18% |
| Households | 20,600 | 24,335 | 18% |
| Median Income | $57,719.00 | $70,647.00 | 22% |

**Table 5 - Housing Needs Assessment Demographics**

**Data Source:** 2000 Census (Base Year), 2013-2017 ACS (Most Recent Year)

## Number of Households Table

| | 0-30% HAMFI | >30-50% HAMFI | >50-80% HAMFI | >80-100% HAMFI | >100% HAMFI |
|---|---|---|---|---|---|
| Total Households | 2,365 | 2,950 | 4,810 | 2,800 | 11,405 |
| Small Family Households | 630 | 925 | 1,550 | 1,330 | 6,075 |
| Large Family Households | 85 | 235 | 555 | 210 | 1,365 |
| Household contains at least one person 62-74 years of age | 560 | 710 | 890 | 470 | 2,190 |
| Household contains at least one person age 75 or older | 450 | 605 | 445 | 195 | 755 |
| Households with one or more children 6 years old or younger | 465 | 685 | 1,030 | 710 | 910 |

**Table 6 - Total Households Table**

**Data Source:** 2013-2017 CHAS

DRAFT

**Housing Needs Summary Tables**

1. Housing Problems (Households with one of the listed needs)

| | Renter | | | | | Owner | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | 0-30% AMI | >30-50% AMI | >50-80% AMI | >80-100% AMI | Total | 0-30% AMI | >30-50% AMI | >50-80% AMI | >80-100% AMI | Total |
| NUMBER OF HOUSEHOLDS | | | | | | | | | | |
| Substandard Housing - Lacking complete plumbing or kitchen facilities | 15 | 60 | 35 | 10 | 120 | 4 | 0 | 0 | 0 | 4 |
| Severely Overcrowded - With >1.51 people per room (and complete kitchen and plumbing) | 25 | 45 | 0 | 0 | 70 | 0 | 0 | 90 | 10 | 100 |
| Overcrowded - With 1.01-1.5 people per room (and none of the above problems) | 60 | 50 | 110 | 55 | 275 | 0 | 0 | 35 | 10 | 45 |
| Housing cost burden greater than 50% of income (and none of the above problems) | 770 | 220 | 20 | 4 | 1,014 | 685 | 315 | 45 | 0 | 1,045 |

DRAFT

| | Renter | | | | | Owner | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | 0-30% AMI | >30-50% AMI | >50-80% AMI | >80-100% AMI | Total | 0-30% AMI | >30-50% AMI | >50-80% AMI | >80-100% AMI | Total |
| Housing cost burden greater than 30% of income (and none of the above problems) | 280 | 860 | 665 | 20 | 1,825 | 75 | 450 | 595 | 185 | 1,305 |
| Zero/negative Income (and none of the above problems) | 120 | 0 | 0 | 0 | 120 | 40 | 0 | 0 | 0 | 40 |

**Table 7 – Housing Problems Table**

**Data Source:** 2013-2017 CHAS

2. Housing Problems 2 (Households with one or more Severe Housing Problems: Lacks kitchen or complete plumbing, severe overcrowding, severe cost burden)

| | Renter | | | | | Owner | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | 0-30% AMI | >30-50% AMI | >50-80% AMI | >80-100% AMI | Total | 0-30% AMI | >30-50% AMI | >50-80% AMI | >80-100% AMI | Total |
| NUMBER OF HOUSEHOLDS | | | | | | | | | | |
| Having 1 or more of four housing problems | 870 | 370 | 165 | 70 | 1,475 | 690 | 315 | 170 | 20 | 1,195 |
| Having none of four housing problems | 570 | 1,130 | 2,265 | 1,155 | 5,120 | 235 | 1,130 | 2,210 | 1,560 | 5,135 |
| Household has negative income, but none of the other housing problems | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

**Table 8 – Housing Problems 2**

**Data Source:** 2013-2017 CHAS

DRAFT

3. Cost Burden > 30%

| | Renter | | | | Owner | | | |
|---|---|---|---|---|---|---|---|---|
| | 0-30% AMI | >30-50% AMI | >50-80% AMI | Total | 0-30% AMI | >30-50% AMI | >50-80% AMI | Total |
| NUMBER OF HOUSEHOLDS | | | | | | | | |
| Small Related | 375 | 425 | 210 | 1,010 | 160 | 170 | 225 | 555 |
| Large Related | 50 | 95 | 80 | 225 | 20 | 70 | 170 | 260 |
| Elderly | 260 | 285 | 45 | 590 | 495 | 385 | 225 | 1,105 |
| Other | 415 | 350 | 410 | 1,175 | 89 | 140 | 125 | 354 |
| Total need by income | 1,100 | 1,155 | 745 | 3,000 | 764 | 765 | 745 | 2,274 |

**Table 9 – Cost Burden > 30%**

**Data Source:** 2013-2017 CHAS

4. Cost Burden > 50%

| | Renter | | | | Owner | | | |
|---|---|---|---|---|---|---|---|---|
| | 0-30% AMI | >30-50% AMI | >50-80% AMI | Total | 0-30% AMI | >30-50% AMI | >50-80% AMI | Total |
| NUMBER OF HOUSEHOLDS | | | | | | | | |
| Small Related | 0 | 0 | 60 | 60 | 160 | 85 | 0 | 245 |
| Large Related | 0 | 0 | 30 | 30 | 20 | 0 | 20 | 40 |
| Elderly | 240 | 105 | 10 | 355 | 420 | 180 | 30 | 630 |
| Other | 0 | 325 | 60 | 385 | 85 | 0 | 0 | 85 |
| Total need by income | 240 | 430 | 160 | 830 | 685 | 265 | 50 | 1,000 |

**Table 10 – Cost Burden > 50%**

**Data Source:** 2013-2017 CHAS

5. Crowding (More than one person per room)

| | Renter | | | | | Owner | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | 0-30% AMI | >30-50% AMI | >50-80% AMI | >80-100% AMI | Total | 0-30% AMI | >30-50% AMI | >50-80% AMI | >80-100% AMI | Total |
| NUMBER OF HOUSEHOLDS | | | | | | | | | | |
| Single family households | 20 | 75 | 110 | 40 | 245 | 0 | 0 | 20 | 10 | 30 |

DRAFT

| | Renter | | | | | Owner | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | 0-30% AMI | >30-50% AMI | >50-80% AMI | >80-100% AMI | Total | 0-30% AMI | >30-50% AMI | >50-80% AMI | >80-100% AMI | Total |
| Multiple, unrelated family households | 0 | 0 | 0 | 10 | 10 | 0 | 0 | 110 | 10 | 120 |
| Other, non-family households | 65 | 20 | 0 | 0 | 85 | 0 | 0 | 0 | 0 | 0 |
| Total need by income | 85 | 95 | 110 | 50 | 340 | 0 | 0 | 130 | 20 | 150 |

**Table 11 – Crowding Information – 1/2**

**Data Source:** 2013-2017 CHAS

| | Renter | | | | Owner | | | |
|---|---|---|---|---|---|---|---|---|
| | 0-30% AMI | >30-50% AMI | >50-80% AMI | Total | 0-30% AMI | >30-50% AMI | >50-80% AMI | Total |
| Households with Children Present | | | | | | | | |

**Table 12 – Crowding Information – 2/2**

### Describe the number and type of single person households in need of housing assistance.

In the City of Bellevue, approximately 26% of households are single person, or a total of 5,347 households. Of single person households, 10% are with persons 65 years and over.

The average single-person, single income household spends a larger percentage of their income on housing. Based on this factor coupled with the high number of cost burdened households in the Bellevue area, it can be determined that many single person households are in need of more affordable housing options and assistance, as well as housing that has access to services.

### Estimate the number and type of families in need of housing assistance who are disabled or victims of domestic violence, dating violence, sexual assault and stalking.

In the Bellevue community, the total number of people living independently age 18-64 with a disability is 3,404 residents, or 11%. Of the total population living with a disability, 5% have independent living difficulties and 2% have self-care difficulties. While this could be persons with more than one disability to cause living independently to be difficult, it is estimated that 3,650 individuals have a disability and are in need of accessible housing or services to assist with daily life. While many disabled persons are able to

DRAFT

reside with families, others are in need of additional housing assistance such as assisted living facility or independent living community. According to the Nebraska Department of Health and Human Services, there are currently 44 beds in 7 facilities in Bellevue for individuals with developmental disabilities and 318 beds in four assisted living facilities. From the anticipated population compared to units available, there is a need for accessible housing in Bellevue.

It is difficult to translate into a specific count the number and types of families in need of housing assist who are victims of domestic violence, dating violence, sexual assault and stalking. In 2018, the National Domestic Violence Hotline documented 427 contacts from Nebraska with 3.7% or 15 cases coming from Bellevue.

The 2022 Domestic Abuse Report from the State of Nebraska compiles reports from law enforcement agencies across the state for an annual report indicating the total number of domestic abuse incidents. The Bellevue Police Department received 19 aggravated domestic assault and 141 simple domestic assault reports. While Bellevue does have one women's shelter based on these numbers, it can be determined there is need for housing assistance for those who are victims of domestic violence and sexual assault.

### What are the most common housing problems?

Based on the data provided in the tables above, the most common housing problem faced by both renter and owner households is housing cost burden. In Bellevue, 22% of all households face a cost burden and 8% face a severe cost burden. The greatest housing problem is a cost burden of greater than 30% followed by households facing one or more of the housing problems with both owners and renters.

### Are any populations/household types more affected than others by these problems?

In Table 9 Cost Burden >30%, it shows that 22% of households are cost burdened. The households at greater risk for cost burden are extremely low-income renter households. Owner households in all income levels face the same amount of risk for cost burden. As such in Table 10 – Cost Burden >50%, it shows that 8% of households are severely cost burdened. The households at greatest risk for severe cost burden are elderly households, both renter and owner occupied.

Housing Problems are disproportionately greater for extremely low renter households and owner households with cost burden greater than 50%; and, low-income renter and owner households with cost burden greater than 50%. Households with one or more of the four housing problems is highest in the extremely low-income renter category. Elderly households face a greater chance of facing cost burdens.

### Describe the characteristics and needs of Low-income individuals and families with children (especially extremely low-income) who are currently housed but are at imminent risk of either residing in shelters or becoming unsheltered 91.205(c)/91.305(c)). Also discuss the needs of formerly homeless families and individuals who are receiving rapid re-housing assistance and are nearing the termination of that assistance

DRAFT

The characteristics of persons at imminent risk of residing in shelters or becoming homeless include, but are not limited to: mental illness, whether diagnosed or not, and those who have lost employment due to the failing economy and have yet to recover. The needs of these people include job stability, medical assistance, rental and/or security deposit assistance, and short to medium term case management.

Single-family households because there is only one or perhaps two incomes are at greater risk of becoming unsheltered because of fewer wage earners in the household where loss of even one income could mean imminent risk of becoming homeless. These issues exist among both renters and owners. The small-related households could also share these risks because of limited income. With the current economy, another imminent risk would be loss of employment and the raising childcare cost.

The Threshold Continuum of Care for the Homeless receives funding to support homeless prevention and rapid re-housing activities. Supportive services to increase self-sufficiency for better housing stability in the long-term are provided by various agencies in the Omaha metro area. Since the City of Bellevue only receives CDBG funding from HUD and falls under the area supported by Threshold, it does not offer any city specific programs. With many services being located in Douglas County and funding limited to the specific area, the need for services and access to those services with transportation from Sarpy County and Bellevue becomes more prominent.

**If a jurisdiction provides estimates of the at-risk population(s), it should also include a description of the operational definition of the at-risk group and the methodology used to generate the estimates:**

The Continuum of Care participates in the annual Point in Time County each January. The organization not only obtains a count of the sheltered homeless, but also obtains an accurate accounting of those on the street and in places not meant for human habitation.

**Specify particular housing characteristics that have been linked with instability and an increased risk of homelessness**

The characteristics most commonly linked with housing instability and an increased risk of homelessness include high housing cost burden, a higher unemployment rate, job stability, limited household income, and personal circumstances.

**Discussion**

DRAFT

Of the total households in Bellevue, 11% face a housing problem as defined above. Housing problems are disproportionately greater for extremely-low income owner households with substandard housing, and extremely-low and very-low income owner households with cost burden greater than 50%, and low-income renter households with cost burden greater than 30%. Households with one or more of the four housing problems is highest in the extremely low-income renter category.

This data demonstrates Bellevue's biggest housing need, housing affordability. In Bellevue, 22% of households are cost burdened while 8% are severely cost burdened. The households at greater risk for cost burden are extremely low-income, small related, elderly and other households and moderate-income owner households.

DRAFT

## NA-15 Disproportionately Greater Need: Housing Problems – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

### Introduction

### 0%-30% of Area Median Income

| Housing Problems | Has one or more of four housing problems | Has none of the four housing problems | Household has no/negative income, but none of the other housing problems |
|---|---|---|---|
| Jurisdiction as a whole | 1,745 | 170 | 210 |
| White | 1,260 | 130 | 110 |
| Black / African American | 155 | 15 | 40 |
| Asian | 35 | 10 | 20 |
| American Indian, Alaska Native | 10 | 0 | 0 |
| Pacific Islander | 0 | 0 | 0 |
| Hispanic | 140 | 15 | 45 |

**Table 13 - Disproportionally Greater Need 0 - 30% AMI**

**Data Source:** 2013-2017 CHAS

*The four housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4.Cost Burden greater than 30%

### 30%-50% of Area Median Income

| Housing Problems | Has one or more of four housing problems | Has none of the four housing problems | Household has no/negative income, but none of the other housing problems |
|---|---|---|---|
| Jurisdiction as a whole | 1,635 | 785 | 0 |
| White | 1,100 | 600 | 0 |
| Black / African American | 115 | 50 | 0 |
| Asian | 35 | 25 | 0 |
| American Indian, Alaska Native | 15 | 4 | 0 |
| Pacific Islander | 0 | 0 | 0 |
| Hispanic | 365 | 50 | 0 |

**Table 14 - Disproportionally Greater Need 30 - 50% AMI**

DRAFT

**Data Source:** 2013-2017 CHAS

*The four housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4.Cost Burden greater than 30%

### 50%-80% of Area Median Income

| Housing Problems | Has one or more of four housing problems | Has none of the four housing problems | Household has no/negative income, but none of the other housing problems |
|---|---|---|---|
| Jurisdiction as a whole | 1,210 | 2,900 | 0 |
| White | 935 | 2,165 | 0 |
| Black / African American | 25 | 190 | 0 |
| Asian | 20 | 95 | 0 |
| American Indian, Alaska Native | 0 | 4 | 0 |
| Pacific Islander | 0 | 25 | 0 |
| Hispanic | 180 | 350 | 0 |

**Table 15 - Disproportionally Greater Need 50 - 80% AMI**

**Data Source:** 2013-2017 CHAS

*The four housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4.Cost Burden greater than 30%

### 80%-100% of Area Median Income

| Housing Problems | Has one or more of four housing problems | Has none of the four housing problems | Household has no/negative income, but none of the other housing problems |
|---|---|---|---|
| Jurisdiction as a whole | 530 | 2,310 | 0 |
| White | 250 | 1,880 | 0 |
| Black / African American | 0 | 165 | 0 |
| Asian | 0 | 49 | 0 |
| American Indian, Alaska Native | 4 | 0 | 0 |
| Pacific Islander | 0 | 0 | 0 |
| Hispanic | 275 | 155 | 0 |

**Table 16 - Disproportionally Greater Need 80 - 100% AMI**

**Data Source:** 2013-2017 CHAS

DRAFT

*The four housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4.Cost Burden greater than 30%

**Discussion**

Table 13 - Disproportionally Greater Need 0-30% AMI, indicates that 82% of households that make 0-30% of the area median income experience one or more housing problems. White households also face a disproportionately greater need with 72% having one or more of the four housing problems. Hispanic households who experience problems 8%; and Black/African American would face housing problems 9% of the time.

Table 14- Disproportionally Greater Need 30-50% AMI, shows that while income increases Hispanic households now experience a disproportionately greater need. In Table 14, 68% of households making 30-50% of the AMI experience one or more housing problems, while the need is disproportionally greater for White households who experience problems 67% of the time; Hispanic households who experience problems 22%; and Black/African American would face housing problems 7% of the time.

Table 15 – Disproportionally Greater Need 50-80% AMI, demonstrates that households continue to experience less housing problems as income continue to increase. White and Hispanic households are experiencing housing problems disproportionally greater. Overall, 30% of households in this income category experience one or more housing problems, while 15% of households experiencing one or more housing problems are Hispanic households.

Table 16 – Disproportionally Greater Need 80-100% AMI, indicates that 19% of the overall households experiences one or more housing problems. The problems are disproportionally greater with Hispanic households, 10% experience housing problems.

Overall, 45% of households in Bellevue face one or more of the four housing problems. Hispanic households at all income levels experience significantly higher rates of housing problems compare to other race and ethnicities. In addition extremely-low and low income, Black households face disproportionate greater need of housing problems.

The following needs were identified as part of the AFFH:

*Availability of affordable units in a range of sizes*: Future affordable housing development in the Community of Bellevue will need to be directed at meeting the housing needs and wants of all household and income sectors, including families, the elderly or retiree, the local workforce, veterans, homeless and near-homeless, minority groups and populations with special needs, from the very-low to the upper income family. Such an effort will require housing programs to be planned and implemented for new construction, housing rehabilitation and the preservation and/or replacement of housing for families residing in substandard/ dilapidated housing.

DRAFT

According to the 2017 5-year ACS, the majority of housing units in Bellevue have 3 bedrooms or less and make up 78% of the housing units available. Only 22% of housing units in Bellevue have 4 bedrooms or more. The number of housing units with more than four bedrooms is limited and affects larger families' ability to find affordable housing units.

*Lending Discrimination*: Data does show that Black households below the federal poverty line have less access to school and lower indices regarding labor market engagement. As identified above, Black Households are more likely to live in high poverty neighborhood. In addition, the City should support bilingual and impoverished families in their search for affordable housing. This could include housing counseling, homeownership classes and information on fair lending practices**.**

DRAFT

## NA-20 Disproportionately Greater Need: Severe Housing Problems – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

### Introduction

Severe housing problems include:

- Lacks complete kitchen facilities
- Lacks complete plumbing facilities
- Overcrowded households with 1.5 persons per room
- Households with cost burdens of more than 50 percent of income

A disproportionately greater need exists when the members of racial or ethnic group at a given income level experience housing problems at a greater rate (10 percentage points or more) than the income level as a whole.

### 0%-30% of Area Median Income

| Severe Housing Problems* | Has one or more of four housing problems | Has none of the four housing problems | Household has no/negative income, but none of the other housing problems |
|---|---|---|---|
| Jurisdiction as a whole | 1,380 | 535 | 210 |
| White | 1,020 | 370 | 110 |
| Black / African American | 120 | 50 | 40 |
| Asian | 25 | 14 | 20 |
| American Indian, Alaska Native | 10 | 0 | 0 |
| Pacific Islander | 0 | 0 | 0 |
| Hispanic | 100 | 55 | 45 |

**Table 17 – Severe Housing Problems 0 - 30% AMI**

**Data Source:** 2013-2017 CHAS

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4.Cost Burden over 50%

DRAFT

### 30%-50% of Area Median Income

| Severe Housing Problems* | Has one or more of four housing problems | Has none of the four housing problems | Household has no/negative income, but none of the other housing problems |
|---|---|---|---|
| Jurisdiction as a whole | 745 | 1,675 | 0 |
| White | 465 | 1,235 | 0 |
| Black / African American | 35 | 130 | 0 |
| Asian | 30 | 30 | 0 |
| American Indian, Alaska Native | 0 | 19 | 0 |
| Pacific Islander | 0 | 0 | 0 |
| Hispanic | 210 | 205 | 0 |

**Table 18 – Severe Housing Problems 30 - 50% AMI**

**Data Source:** 2013-2017 CHAS

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4.Cost Burden over 50%

### 50%-80% of Area Median Income

| Severe Housing Problems* | Has one or more of four housing problems | Has none of the four housing problems | Household has no/negative income, but none of the other housing problems |
|---|---|---|---|
| Jurisdiction as a whole | 170 | 3,940 | 0 |
| White | 135 | 2,965 | 0 |
| Black / African American | 25 | 190 | 0 |
| Asian | 10 | 105 | 0 |
| American Indian, Alaska Native | 0 | 4 | 0 |
| Pacific Islander | 0 | 25 | 0 |
| Hispanic | 8 | 530 | 0 |

**Table 19 – Severe Housing Problems 50 - 80% AMI**

**Data Source:** 2013-2017 CHAS

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4.Cost Burden over 50%

DRAFT

### 80%-100% of Area Median Income

| Severe Housing Problems* | Has one or more of four housing problems | Has none of the four housing problems | Household has no/negative income, but none of the other housing problems |
|---|---|---|---|
| Jurisdiction as a whole | 325 | 2,520 | 0 |
| White | 145 | 1,990 | 0 |
| Black / African American | 0 | 165 | 0 |
| Asian | 0 | 49 | 0 |
| American Indian, Alaska Native | 0 | 4 | 0 |
| Pacific Islander | 0 | 0 | 0 |
| Hispanic | 185 | 245 | 0 |

**Table 20 – Severe Housing Problems 80 - 100% AMI**

**Data Source:** 2013-2017 CHAS

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4.Cost Burden over 50%

### Discussion

According to Table 17 – Severe Housing Problems 0 – 30% AMI, several racial categories experience severe housing problem at a disproportionally higher rate than the city as a whole. The experience of severe housing problems by extremely low-income households overall is 65%. Of the 1,380 households experiencing housing problems, White households make up 74% of the households.

Table 18 – Severe Housing Problems 30 – 50% AMI, indicates that two racial category experiences one or more severe housing problem at a disproportionally higher rate than the city as a whole. Households with incomes 30 – 50% AMI experience one or more housing problem 31% of the time, with White households and Hispanic households at a disproportionately greater rate.

Table 19 – Severe Housing Problems 50-80% AMI, demonstrates that again two racial category experiences one or more severe housing problems at a disproportionally higher rate than the jurisdiction as a whole. Overall, households with incomes 50-80% of the AMI experience one or more housing problems 4% of the time, but this percentage is disproportionally greater for White and Black/African American households at 79% and 15% of the time.

Table 20 - Severe Housing Problems 80 – 100% AMI, shows that two racial categories experience one or more severe housing problem at a disproportionally higher rate than the jurisdiction as a whole. Households with income 80% - 100% AMI experience have one or more severe housing problem 12% of

DRAFT

the time, compared to Hispanic households at 57% of the time and White households at 45% of the time.

Overall in Bellevue, 23% of households face *severe* housing problems. As with housing problems, very-low and low income Hispanic households face a disproportionately greater need along with moderate income Black/African American households. Other households that face a disproportionately greater need when discussing severe housing problems include: extremely-low, very-low, low- and moderate-income White households.

DRAFT

## NA-25 Disproportionately Greater Need: Housing Cost Burdens – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

### Introduction:

Housing cost burden is defined by HUD as

- No cost burden is present when housing cost is less than 30%
- Cost burden when housing cost is 30% to 50%
- Severe cost burden when housing cost if greater than 50%.

A disproportionately greater need exists when the members of racial or ethnic groups at a given income level experience housing problems at a greater rate (10 percentage points or more) than the income level as a whole.

### Housing Cost Burden

| Housing Cost Burden | <=30% | 30-50% | >50% | No / negative income (not computed) |
|---|---|---|---|---|
| Jurisdiction as a whole | 15,170 | 2,960 | 1,895 | 230 |
| White | 12,135 | 2,005 | 1,405 | 110 |
| Black / African American | 1,050 | 145 | 155 | 40 |
| Asian | 355 | 29 | 40 | 35 |
| American Indian, Alaska Native | 25 | 19 | 10 | 0 |
| Pacific Islander | 25 | 0 | 0 | 0 |
| Hispanic | 1,270 | 670 | 180 | 45 |

**Table 21 – Greater Need: Housing Cost Burdens AMI**

**Data Source:** 2013-2017 CHAS

### Discussion:

In Bellevue as a whole, 75% of households face no cost burden, 13% of households have a cost burden, and 9% of households face a severe cost burden.

Table 21 – Greater Need: Housing Cost Burdens AMI indicates that no racial category experiences a disproportionately greater need in regard to cost burden. Overall, White and Hispanic households face higher percentages of cost burdened. 23% of households face a cost burden with Hispanic households the most cost burdened and disproportionately affected with 23% of households. Severe cost burdened

DRAFT

is faced 17% of households. American Indians/Alaska Native households are disproportionately affected with 58% of households with severe cost burden.

DRAFT

## NA-30 Disproportionately Greater Need: Discussion – 91.205(b)(2)

### Are there any Income categories in which a racial or ethnic group has disproportionately greater need than the needs of that income category as a whole?

In the jurisdiction, there are racial and ethnic groups that faced disproportionately greater need than the needs of the income category as a whole. In the income category 0-30% HAMFI, all races face a disproportionately greater need when faced with housing problems and severe housing problems. A disproportionately greater need regarding housing problems and severe housing problems is faced by Hispanics making 30-50% of HAMFI, White and African American households making 50-80% HAMFI, and Hispanics making 80-100% of HAMFI. When considering housing cost burden, American Hispanic households face a disproportionately greater need when compared with other racial and ethnic categories.

### If they have needs not identified above, what are those needs?

During the Affirmatively Further Fair Housing plan, the City also reviewed types of households facing housing problems and cost burden.

Although Native American households make up the smallest percentage of Bellevue households, they experience significantly higher rates of housing problems compare to other race and ethnicities. Seventy-nine (79) percent of Native American households and 40 percent of Hispanic households face housing problems while only 25 percent of White households have housing problems.

The majority of households in Bellevue have less than five people and face the least housing problems. Non-family households have the most housing problems at 42 percent followed closely by family households with more than five people with 35 percent.

Native American households also face the highest percentage of severe housing problems. Severe housing problems are the same as the housing problems, but with cost burden greater than 50%.

### Are any of those racial or ethnic groups located in specific areas or neighborhoods in your community?

During the review of disproportionately greater need, the distribution of the population of Bellevue was reviewed to determine if there is a minority population concentration by census tract. If a census tract holds a minority population that is three times the city's average for that particular race, there is a minority concentration present in that census tract. Upon review of the census tract minority percentages, there are none with a high minority concentration. An analysis of the census tract minority

DRAFT

population reveals there are eight census tracts that have elevated percentages of minority population concentration, or double what the specific minority percentage is for the city as a whole. Census Tract 101.04 has an elevated population of two or more race; Census Tract 101.05 has elevated percentages of some other race alone; Census Tract 101.08 has elevated population of Native Hawaiian and Other Pacific Islander; Census Tract 102.04 has elevated population of American Indian and Alaska Native and Native Hawaiian and other Pacific Islander; Census Tract 102.05 has elevated population of two or more races; Census Tract 102.07 has elevated population of Asian; Census Tract 105.01 reports elevated population of American Indian and Alaska Native; and Census Tract 105.05 reports elevated population of some other race alone. These areas will be monitored for any increases in minority concentration, which could indicate discriminatory practices or disproportionate need by the low- and moderate-income households in that area.

DRAFT

## NA-35 Public Housing – 91.205(b)

### Introduction

Bellevue is part of the Omaha metropolitan area; the majority of public housing is located in the Omaha city limits. Bellevue is served by the Bellevue Housing Authority which provides 45 housing units and 226 tenant-based housing choice vouchers in the community. The following tables provide more detail on public housing units and the characteristics of the tenants as well as information on housing choice vouchers administered by the public housing authorities (PHAs).

### Totals in Use

| | Program Type | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | Certificate | Mod-Rehab | Public Housing | Vouchers | | | | | |
| | | | | Total | Project - based | Tenant - based | Special Purpose Voucher | | |
| | | | | | | | Veterans Affairs Supportive Housing | Family Unification Program | Disabled * |
| # of units vouchers in use | 0 | 0 | 45 | 226 | 0 | 226 | 0 | 0 | 0 |

**Table 22 - Public Housing by Program Type**

***includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition**

**Data Source:** PIC (PIH Information Center)

DRAFT

## Characteristics of Residents

| | Program Type | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | Certificate | Mod-Rehab | Public Housing | Vouchers | | | | |
| | | | | Total | Project - based | Tenant - based | Special Purpose Voucher | |
| | | | | | | | Veterans Affairs Supportive Housing | Family Unification Program |
| Average Annual Income | 0 | 0 | 11,448 | 12,305 | 0 | 12,305 | 0 | 0 |
| Average length of stay | 0 | 0 | 4 | 5 | 0 | 5 | 0 | 0 |
| Average Household size | 0 | 0 | 2 | 2 | 0 | 2 | 0 | 0 |
| # Homeless at admission | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 |
| # of Elderly Program Participants (>62) | 0 | 0 | 2 | 43 | 0 | 43 | 0 | 0 |
| # of Disabled Families | 0 | 0 | 1 | 75 | 0 | 75 | 0 | 0 |
| # of Families requesting accessibility features | 0 | 0 | 45 | 226 | 0 | 226 | 0 | 0 |
| # of HIV/AIDS program participants | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| # of DV victims | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

**Table 23 – Characteristics of Public Housing Residents by Program Type**

**Data Source:** PIC (PIH Information Center)

DRAFT

## Race of Residents

| Program Type | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Race | Certificate | Mod-Rehab | Public Housing | Vouchers | | | | | |
| | | | | Total | Project - based | Tenant - based | Special Purpose Voucher | | |
| | | | | | | | Veterans Affairs Supportive Housing | Family Unification Program | Disabled * |
| White | 0 | 0 | 27 | 153 | 0 | 153 | 0 | 0 | 0 |
| Black/African American | 0 | 0 | 16 | 61 | 0 | 61 | 0 | 0 | 0 |
| Asian | 0 | 0 | 1 | 5 | 0 | 5 | 0 | 0 | 0 |
| American Indian/Alaska Native | 0 | 0 | 1 | 3 | 0 | 3 | 0 | 0 | 0 |
| Pacific Islander | 0 | 0 | 0 | 4 | 0 | 4 | 0 | 0 | 0 |
| Other | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

***includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition**

**Table 24 – Race of Public Housing Residents by Program Type**

**Data Source:** PIC (PIH Information Center)

## Ethnicity of Residents

| Program Type | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Ethnicity | Certificate | Mod-Rehab | Public Housing | Vouchers | | | | | |
| | | | | Total | Project - based | Tenant - based | Special Purpose Voucher | | |
| | | | | | | | Veterans Affairs Supportive Housing | Family Unification Program | Disabled * |
| Hispanic | 0 | 0 | 4 | 16 | 0 | 16 | 0 | 0 | 0 |
| Not Hispanic | 0 | 0 | 41 | 210 | 0 | 210 | 0 | 0 | 0 |

***includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition**

**Table 25 – Ethnicity of Public Housing Residents by Program Type**

DRAFT

**Data Source:** PIC (PIH Information Center)

DRAFT

### Section 504 Needs Assessment: Describe the needs of public housing tenants and applicants on the waiting list for accessible units:

Bellevue Housing Authority (BHA) maintains a public housing waiting list for prospective tenants including those looking for accessible units. There are currently over 400 persons on the list for public housing. Unfortunately, the waiting list is not broken-down by number of bedrooms requested.

### Most immediate needs of residents of Public Housing and Housing Choice voucher holders

The Bellevue Housing Authority has identified the following immediate needs for public housing residents and housing choice voucher holders:

- Affordably priced 3- and 4-bedroom housing.
- Developing access to publicly supported housing for all residents
- Improving the knowledge and access to services, programs, and assistance for the disability community and LEP community.
- Better access to public transportation.

### How do these needs compare to the housing needs of the population at large

The needs of public housing residents and housing choice vouchers holders are fairly consistent with the needs of the population at large. All tenants are concerned about affordability and employment needs. As housing cost increase, the need for affordable housing, workforce housing and living wages increases substantially.

### Discussion

The Bellevue Housing Authority provides a vast amount of housing assistance through the management of Housing Choice vouchers. In addition, the BHA owns and operates housing facilities that are an extremely important resources for the community. BHA partners with the city to identify housing needs and provides the necessary knowledge and experience to develop needs. During the consultation process for this plan, BHA is eager to partner with the City and others to develop the resources needed to implement the housing goals of the plan.

In the AFFH it was identified that overall, Bellevue lacks available public housing. Bellevue has a total household of 24,335 households in the jurisdiction with 4,545 households, or 18.7%, with of income 50% below the area median income. There are only 50 publicly supported housing units in Bellevue, which is substantial lower than the households that would qualify for assistance. According to Bellevue Housing Authority, the placement of larger families is difficult due to limited available units with four bedrooms or more.

DRAFT

DRAFT

## NA-40 Homeless Needs Assessment – 91.205(c)

### Introduction:

The City of Bellevue is part of the Threshold Area Continuum of Care for the Homeless (Threshold). Threshold's main objective is to unite the efforts of shelter, housing, supportive services, and faith-based organizations that serve homeless and near-homeless individuals and families in Douglas, Pottawattamie, and Sarpy counties. The information and numbers provided by Threshold are for the entire service area, not the specific service area of Bellevue. Threshold gathers information from local reports that are a resource for stakeholders in each community to view the data and charts based primarily on the Homeless Management Information System (HMIS) data about homeless persons who used emergency shelter, transitional housing, or permanent supportive housing programs.

**If data is not available for the categories "number of persons becoming and exiting homelessness each year," and "number of days that persons experience homelessness," describe these categories for each homeless population type (including chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth):**

The City of Bellevue is part of the Threshold CoC jurisdiction and therefore is working with the organization to determine data specifically for Bellevue. Currently, estimates of the number becoming and exiting homelessness each year is collected in the Continuum of Care quarterly performance reports, but only includes discharges that are entering permanent housing. Those who are discharged into an unstable housing situation may return and skew the overall data.

The number of days that persons experience homelessness has not been determined and collected separately from sources in the past. By definition, chronically homeless is "either (1) an unaccompanied homeless individual with a disabling condition who has been continuously homeless for a year or more, OR (2) an unaccompanied individual with a disabling condition who has had at least four episodes of homelessness in the past three years." Using this definition it can be assumed that these individuals and families face a higher number of days with instances of homelessness.

DRAFT

**Nature and Extent of Homelessness: (Optional)**

| Race: | Sheltered: | Unsheltered (optional) |
|---|---|---|
| White | 778 | 52 |
| Black or African American | 338 | 22 |
| Asian | 15 | 1 |
| American Indian or Alaska Native | 61 | 4 |
| Pacific Islander | 4 | 0 |
| **Ethnicity:** | **Sheltered:** | **Unsheltered (optional)** |
| Hispanic | 0 | 0 |
| Not Hispanic | 0 | 0 |

| Race: | Sheltered: | Unsheltered (optional) |
|---|---|---|
| **Ethnicity:** | **Sheltered:** | **Unsheltered (optional)** |

**Estimate the number and type of families in need of housing assistance for families with children and the families of veterans.**

During the 2023 Point in Time Count, there were 174 households with at least one adult and one child provided shelter in the Threshold service area. The Point in Time count also reported there were a total of 90 veteran households who were sheltered. Of the total, 62 veterans were in emergency shelters and 24 veterans are in transitional housing while 4 veterans were unsheltered.

Other point in time counts in 2023 included subpopulations experiencing homelessness. These numbers include: 574 adults with a serious mental illness, 514 adults with a substance use disorder, 19 adults with HIV/AIDS, and 109 adult survivors of domestic violence. Of the total 1, 216 persons experience homelessness, 88% are sheltered and 12% are unsheltered. Adults with serious mental illness, substance use disorder or HIV/AIDS experience similar unsheltered rates from 12-16%.

**Describe the Nature and Extent of Homelessness by Racial and Ethnic Group.**

Based on the 2023 Point in Time count of the 1,475 sheltered persons, 59% were white, 27% were Black or African American, 2% was Asian, 5% were American Indian or Alaska native, and 7% multiple races.

DRAFT

The homelessness percentages are significantly different from the population of Bellevue which is 83% White, 6.5% African American, 2.9% Asian, 0.4% American Indian or Alaska Native, and 3.9% multiple races. African Americans and American Indian experience significantly more homelessness when compared to the population of Bellevue.

**Describe the Nature and Extent of Unsheltered and Sheltered Homelessness.**

According to MACCH Annual Homeless Assessment Report during 2016, a total of 6,947 homeless persons were assisted in Omaha through emergency shelters, transitional housing, and permanent supportive housing. Emergency shelter was utilized the most by an estimated total of 667 individuals and 117 families. Of the total, 389 or 13% were persons in families. This is a substantial difference between persons in families and individuals. 12% of the Omaha metro homeless population are chronically homeless and 6% of the Omaha metro homeless population are veterans.

**Discussion:**

DRAFT

## NA-45 Non-Homeless Special Needs Assessment - 91.205 (b,d)

### Introduction:

This section includes descriptions of housing needs of persons who are not homeless but require supportive housing. This includes, but is not limited to:

- Elderly, 62 and older
- Frail elderly, defined as an elderly person who requires assistance with three or more activities of daily living such as bathing, walking, and performing light housework)
- Persons with mental, physical, and /or developmental disabilities
- Persons with alcohol or other drug addictions
- Persons with HIV/AIDS and their families
- Victims of domestic violence, dating violence, sexual assault, and stalking

### Describe the characteristics of special needs populations in your community:

According to the 2022 American Community Survey 5-year estimates in Bellevue, 8,895 residents, or 14%, are over the age of sixty-five (65). Of these total elderly residents, the following are the residents with a specific disability: 1,890 (21%) ambulatory disability; 1,324 (14%) hearing disability; 837 (11.7%) independent living difficulties; 568 (6%) cognitive disability; 356 (4%) vision disability; and 451 (5%) self-care disability. Bellevue has nursing homes and assisted living villages for the elderly and frail elderly. The Community Resource List provided by the University of Nebraska Medical Center list two long term care units in Bellevue with 271 beds. Services provided by these facilities include Alzheimer's support, physical, speech, and occupational therapy.

Mental, physical, and/or developmental disabilities are likely to cause serious problems in language, learning, mobility and capacity for independent living. These individuals frequently need assistance with living conditions, transportation, and life skills training. According to the 2022 American Community Survey 5-year estimates, Bellevue has approximately 2,376 persons with mental disabilities up to age 64 years old. The Department of Health and Human Services of Nebraska Roster of Centers for the Developmentally Disabled shows that there are 44 beds available in Bellevue provided by DUET, which stands for "Develop, Unite, Empower, Together", which was previously known as Eastern Nebraska Center of Medical Disabilities (ENCOR). There are numerous services provided in Bellevue by agencies for the developmentally disabled by agencies such as Eastern Nebraska Community Action Partnership, Heartland Family Services, loving Homes Services, Hands of Heartland, Community Supports Network and Black Hills Works. Sheltering Tree is also a residential community to service, protect, and inspire adults with developmental disabilities in Bellevue.

Specific population numbers from those suffering from alcohol and drug addiction in our community are not available. There are various organizations that provided supportive outpatient services to this

DRAFT

population, but unfortunately there are not inpatient beds available in Bellevue. With Bellevue's close proximity to the Omaha metropolitan area, organizations in Omaha are depended on to provide inpatient services needed for these special needs populations.

Bellevue does have several outpatient services available including pre-treatment assessment, adults and juvenile substance abuse evaluations and outpatient therapy.

**What are the housing and supportive service needs of these populations and how are these needs determined?**

As a micropolitan of the rest of the population, the non-homeless special needs population faces similar housing and supportive service needs as the rest of the population. The greatest need uncovered during discussions was a lack of resources to address the needs of persons with substance abuse and mental and physical disabilities in Bellevue. While some supportive services for these populations are provided by some local organizations in Bellevue, most services are provided by agencies in Omaha. This then brings the need and focus to public transportation services between all communities in Sarpy and Douglas Counties.

Non-homeless special needs were determined through consultations with service providers, citizen survey, and interactive public meetings. Partnerships with experienced professionals and organizations serving special needs populations is critical to the Bellevue understanding needs this population may face and developing innovative was to address those needs.

**Discuss the size and characteristics of the population with HIV/AIDS and their families within the Eligible Metropolitan Statistical Area:**

In a December 2020 report by the State of Nebraska Department of Health and Human Services, there were an estimated 1,926 were living with HIV/AIDS in urban areas of Nebraska.

Like other special needs populations, a decent quality of life is difficult to achieve because of such things as low-income, lack of transportation services, and housing related issues. Currently, no housing needs have been identified, but if one arises, it may be addressed through funding categories used to meet multiple needs. With limited dollars and unavailability of HOPWA funds, the City of Bellevue depends on CDBG funding to provide services to individuals and families with HIV/AIDS.

**If the PJ will establish a preference for a HOME TBRA activity for persons with a specific category of disabilities (e.g., persons with HIV/AIDS or chronic mental illness), describe their**

DRAFT

**unmet need for housing and services needed to narrow the gap in benefits and services received by such persons. (See 24 CFR 92.209(c)(2) (ii))**

The City of Bellevue does not participated in HOME funds.

**Discussion:**

DRAFT

## NA-50 Non-Housing Community Development Needs – 91.215 (f)

### Describe the jurisdiction's need for Public Facilities:

Improving public facilities where they are substandard is important to creating a desirable residential environment and attracts investment by homeowners, housing developers, and small businesses. Improving and Expanding Infrastructure and Improving Public Facilities and Buildings were cited as a highest priority. Demographic trends show that the number of persons over the age of 65 in Bellevue will increase in the time period covered by this Consolidated Plan. This increase in the number of older households will put pressure on facilities and programs as well as housing serving this segment of the population.

### How were these needs determined?

To determine these needs, information that was obtained from the census along with input from the community survey, public meetings, service providers and city staff were all reviewed and analyzed to identify and develop the public facility needs in Bellevue.

### Describe the jurisdiction's need for Public Improvements:

Bellevue is known as the oldest community in Nebraska. With that designation, comes older, well-established neighborhoods with antiquated infrastructure and needed rehabilitation to maintain systems to the level needed for a growing community. Public facilities that benefit the entire community and need monitoring and repairs to maintain service, such as sidewalks, lighting, drainage and water/sewer facilities, particularly in low- and moderate-income areas, ranked highest in need and will be a priority with a goal of improving the livability and aesthetic appearance of the areas. This is an important initial step in upgrading the image an area projects and convincing people that a neighborhood is a safe and sanitary place to live. Wherever possible, CDBG funds will be leveraged with other sources of private and public funds. The health and well-being of residents is an important focus of Bellevue to maintain wellness and entice future residents. By improvement or adding to public facilities and recreation opportunities outdoors, the city would experience an increase involvement of citizens and personal investment in the well-being of our city.

### How were these needs determined?

Input from the community survey, public meetings, and staff participation were all used to develop the public improvements needs in Bellevue.

### Describe the jurisdiction's need for Public Services:

Another focus for creating desirable neighborhoods is on services provided. There is a need to link access to supportive services to affordable and appropriate housing for individuals throughout Bellevue. This need is demonstrated by the focus of community input and needs survey on supportive services for

DRAFT

community members. The highest needs identified for public services included transportation, mental health, senior services, and crime awareness and preservation. All of these priority needs are targeted for low- and moderate-income community members. Again, wherever possible, CDBG funds will be leveraged with other sources of private and public funds. In addition, the capacity of community development staff will be leveraged where appropriate with the capacity of other public and private agencies, and non-profit organizations to develop and manage public service projects.

Programs and activities aimed at maintaining or improving social and economic conditions are vital to the long-term future of the community. Particular emphasis will be placed on activities that assist local businesses with building improvements and job creation and retention activities. Wherever possible, CDBG funds will be leveraged with other sources of private and public funds.

**How were these needs determined?**

To determine public service needs, data gathered from the census and input from the community survey, public meetings, and staff participation were all used to identify and develop the needs in Bellevue.

DRAFT

# Housing Market Analysis

## MA-05 Overview

### Housing Market Analysis Overview:

An overview of the housing market analysis reveals the following data. The population in Bellevue grew by 28% between 2010 and 2020 to a population of 64,176. During this same period of time, the number of housing units within the city increased by 1,582 units, or 6%. The housing growth was significantly less than the population growth and a vacant rate of 6% has heightened the housing crisis.

Bellevue is an older community with aging housing. Only 21% of housing units were built since 2000. The majority of housing units were built from 1950-1980. During this time, 44% of the available housing units were built.

The median home value has grown by 12% since 2010 to a median price of $211,500 in 2020. Median contract rents have increased by 35% since 2010 with the median rent increasing from $841 to $1,141 in 2020. When compared to the Fair Market Rent, the Area Median Contract rent is similar rent for a 1-bedroom unit, and higher than a 2-bedroom rent and 3+ bedroom rentals.

The City of Bellevue is in the jurisdiction of the Threshold Continuum of Care for the Homeless (Threshold). Through Threshold, there is an inventory of housing by homeless sub-population. This inventory is conduction annual in conjunction with the MACCH application for Support Housing Program and Shelter Plus Care NOFA by HUD.

Median age of residents is 35.5 with the age range of 25-34 capturing the greatest percent of the population with 14.5%. The major employment sections in Bellevue are Education and Health Care Services, Arts/Entertainment/Accommodation, and Retail Trade. These areas make up 48% of the jobs available in Bellevue.

The largest group of Bellevue residents in the workforce have some college or an Associate's degree (36%), Bachelor or higher degrees (32%), followed by high school graduates (22%), and those without a high school or equivalent diploma (6%). This represents a positive shift since 2000 when only 25% held Bachelor or higher degrees compared to the national average of 24%.

With low unemployment levels, Bellevue has limited workers available to fill available employment opportunities. The unemployment rate is 4.47 for the total population but is substantially higher for ages 16-24 where the unemployment rate is 16.01. This age group covers a range of high school and college ages, which indicates a need for part-time and entry level positions.

DRAFT

## MA-10 Number of Housing Units – 91.210(a)&(b)(2)

### Introduction

The City of Bellevue is a well-established community with the majority of land inside city limits filled and limited opportunities for in-fill. Bellevue along with other Nebraska communities faces an interesting development market. The changes in conditions inside Bellevue's city limits appear to be small due to most development occurring outside city limits in the extra-territorial zoning jurisdiction (ETJ). Development in this area is done through sanitary and improvement district (SID), which is a municipal corporation formed in accordance with the Nebraska statues to aid in the development of land parcels outside cities. SIDs are governing bodies for new subdivisions to install and maintain public streets, sewers, utilities and recreation areas. Once the SID has paid off its debt, it is then annexed into the city limits. Currently, Bellevue has about 20 SIDs.

In Bellevue, there are a total of 25,585 housing units available. Table 26 – Residential Properties by Unit Number shows that detached structures make up the largest portion of units with 18,260, or 71% of the total number. Multi-unit facilities with more than 2 units total 5,410 units, or 21% of the total number of units.

Of the 20,600 occupied units in Bellevue, 67% are owner occupied and 32% are renter occupied. Table 27 – Unit Size by Tenure shows the number of units available to owners and renters by the number of bedrooms. Owners have a larger number of units with 3 bedrooms or more available to them compared to renter; there are 13,350 owner units, but only 2,980 renter units with 3 or more bedrooms. This is opposite of the availability of smaller unit size which are available in greater quantity for renters than for owners. There are 2,190 units with 1 bedroom or less available for renters while that number dwindles to 165 units for owners.

### All residential properties by number of units

| Property Type | Number | % |
|---|---|---|
| 1-unit detached structure | 18,260 | 71% |
| 1-unit, attached structure | 920 | 4% |
| 2-4 units | 520 | 2% |
| 5-19 units | 3,480 | 14% |
| 20 or more units | 1,930 | 8% |
| Mobile Home, boat, RV, van, etc | 475 | 2% |
| ***Total*** | ***25,585*** | ***100%*** |

**Table 26 – Residential Properties by Unit Number**

**Data Source:** 2013-2017 ACS

DRAFT

### Unit Size by Tenure

| | Owners | | Renters | |
|---|---|---|---|---|
| | Number | % | Number | % |
| No bedroom | 15 | 0% | 285 | 3% |
| 1 bedroom | 165 | 1% | 2,190 | 25% |
| 2 bedrooms | 1,905 | 12% | 3,445 | 39% |
| 3 or more bedrooms | 13,350 | 86% | 2,980 | 33% |
| ***Total*** | ***15,435*** | ***99%*** | ***8,900*** | ***100%*** |

**Table 27 – Unit Size by Tenure**

**Data Source:** 2013-2017 ACS

### Describe the number and targeting (income level/type of family served) of units assisted with federal, state, and local programs.

Under the Consolidated Plan and program regulations, CDBG funds can be used to develop affordable housing units and rehabilitate existing housing units. As discussed in the Needs Assessment (NA-10), the City of Bellevue's ability to respond to increasingly difficult housing issues is currently resource constrained by the limited amount of CDBG entitlement funding along with reductions to other funding sources. The City of Bellevue has previously utilized CDBG funds to assist low- and moderate-income homeowners through an owner-occupied and elderly housing rehabilitation programs. The programs assisted with rehabilitation of housing units to address safety issues and code violations.

### Provide an assessment of units expected to be lost from the affordable housing inventory for any reason, such as expiration of Section 8 contracts.

The anticipated loss of affordable housing comes from the expiration of one Section 8 contract for a housing complex with 10, I-bedroom units. There are no additional affordable home losses anticipated as a result of Section 8 or Low-Income Housing Tax Credit (LIHTC), however continued levels of state and federal funding for affordable housing are always a concern. Bellevue also experienced the unanticipated loss of affordable housing due to the 21019 flooding along the Missouri River that damaged over 300 housing units, many of which were affordable housing. While works continues to address the need for affordable housing, these housing units have yet to be replacement

### Does the availability of housing units meet the needs of the population?

Population growth for the five-year period between 2018 and 2022 was 5% from 24,442 to 25,601 households. This number is slightly less than the number of available housing units of 25,601, which remained the same over the same five-year period. Overall, there housing growth was stagnant when compared to the population growth which increased the need for addition housing unit to accommodation of households moving into Bellevue. With the low housing vacancy rate of 6%, as the

DRAFT

population growth expands beyond historical levels, the City will need to continue to review opportunities for housing growth and possibly review a housing study.

Table 27 – Unit Size by Tenure shows that 60% of the units in Bellevue are owner occupied while 35% are renter occupied. The housing units available to renters are evenly distributed between 1-, 2- and 3 or more-bedroom units while the majority of owner units have 3 or more bedrooms. Of the owner housing units, 86% are 3 or more bedroom compared to 33% for renter units. This leaves the majority of rental units, or 63%, with 1 or 2 bedrooms, which is significantly more when compared to owner units of which 13% have 1 or 2 bedrooms.

According to the 2017 American Community Survey in the jurisdiction, the average household size is 2.6. Of the total, households that have 4 person or larger make up 25% of the total number of households in Bellevue. Units available in Bellevue with 3 or more bedrooms make up 65% of the available units.

### Describe the need for specific types of housing:

During consolidated planning community input sessions, the following needs regarding housing were discussed:

- the need for additional rental housing with 3 or more bedrooms,
- the availability of assistance to create affordable rentals through a rehabilitation assistance,
- the workforce housing need for households moving into the community for employment opportunities, and
- the possibility of a land bank to assist with the purchase and development of scattered sites within city limits.

If the city estimates a growth rate following the growth rate from the previous 10-years, it is anticipated that additional housing units would be needed since the current housing vacant rate is 6%. As discussed previously, the distribution of units across the available unit size is comparable to the population by household size, but when reviewing available units by renter and owner, the availability of larger units is limited for renters.

With the presence of Offutt Air Force Base and programs for veterans, the city anticipates a growth in the population of 65 and older in need of housing such as retirement and assisted. To date, investors have built the needed units to house this population. Continued investment is encouraged to avoid any possible future housing crisis.

### Discussion

DRAFT

## MA-15 Housing Market Analysis: Cost of Housing - 91.210(a)

### Introduction

Table 28 – Cost of Housing indicates that the cost of housing has significantly increased in Bellevue. The median home value has continually rose since the COVID crisis and inflation as indicated by the increase in home values by 22%. Median contract rents have also increased by 21% since 2009, which shows a cost increase similar to cost-of-living increases during that period.

According to Table 29 – Rent Paid, the majority of rental units, or 82%, in Bellevue are below a rent of $999. Rental units that are less than $500 make up 15.3% and units that are between $500 and $999 Rental units that are less than $500 make up 16% and units that are between $500 and $999 make up 55% of available rental units. Rents that fall over $1,000 make up 29.3% of the units available which is a significant increase since the 2011-2015 ACS data which was 17.6%.

When considering cost of housing, affordability is a significant consideration for low- and moderate-income households as demonstrated in Table 30 – Housing Affordability. Of the 8,125 rental units available, only 490, or 6%, are available for households making 30% of the HUD Adjusted Median Family Income (HAMFI). The remaining units divided between 50% HAMFI and 80% HAMFI. Rental units available for households making 50% HAMFI compose 26% and 80% HAMFI compose 68% of the affordable rental market. It is important to note that availability of units is not taken into consideration nor is the current occupancy income when looking at the cost of housing. Although a unit is affordable for a family earning 30% HAMFI, the family occupying the unit may or may not meet or exceed those income limits or face housing overcrowding.

Table 31 – Monthly Rent indicates that the fair market rents in Omaha and Council Bluffs Metro Area, which includes Bellevue, exceed the affordability by extremely low households.

### Cost of Housing

| | Base Year: 2009 | Most Recent Year: 2017 | % Change |
|---|---|---|---|
| Median Home Value | 135,600 | 165,900 | 22% |
| Median Contract Rent | 705 | 850 | 21% |

**Table 28 – Cost of Housing**

**Data Source:** 2000 Census (Base Year), 2013-2017 ACS (Most Recent Year)

| Rent Paid | Number | % |
|---|---|---|
| Less than $500 | 1,365 | 15.3% |
| $500-999 | 4,920 | 55.3% |
| $1,000-1,499 | 2,100 | 23.6% |

DRAFT

| Rent Paid | Number | % |
|---|---|---|
| $1,500-1,999 | 330 | 3.7% |
| $2,000 or more | 184 | 2.1% |
| ***Total*** | ***8,899*** | ***100.0%*** |

**Table 29 - Rent Paid**

**Data Source:** 2013-2017 ACS

## Housing Affordability

| Number of Units affordable to Households earning | Renter | Owner |
|---|---|---|
| 30% HAMFI | 490 | No Data |
| 50% HAMFI | 2,145 | 1,450 |
| 80% HAMFI | 5,490 | 4,260 |
| 100% HAMFI | No Data | 6,119 |
| ***Total*** | ***8,125*** | ***11,829*** |

**Table 30 – Housing Affordability**

**Data Source:** 2013-2017 CHAS

## Monthly Rent

| Monthly Rent ($) | Efficiency (no bedroom) | 1 Bedroom | 2 Bedroom | 3 Bedroom | 4 Bedroom |
|---|---|---|---|---|---|
| Fair Market Rent | $895 | $971 | $1,170 | $1,562 | $1,733 |
| High HOME Rent | $895 | $971 | $1,170 | $1,423 | $1,588 |
| Low HOME Rent | $895 | $971 | $1,170 | $1,562 | $1,733 |

**Table 31 – Monthly Rent**

**Data Source:** HUD FMR and HOME Rents

## Is there sufficient housing for households at all income levels?

Housing units that are available for lower-income individuals and families may be occupied by higher income individuals and families thereby making these units even scarcer for households in need. Additionally, statistics show that those with lower income, and not just those receiving disability or other subsidies, are in need of lower cost of housing. However, in Bellevue, lowered housing costs is not the pattern as rent continues to increase at a higher rate than home values as more people move into the community. To meet monthly fair market rent, Bellevue needs additional units available for those households earning less than 30% and 50% of HAMFI.

## How is affordability of housing likely to change considering changes to home values and/or rents?

DRAFT

The Median Home Value have increased by 22% between 2009 and 2017 while the Median Contract Rent increased by 18%. When considering the average increase in housing cost, it can be determined the cost of contract rent will continue to increase at a greater rate than home values in the area. As demand for housing increases with the population, it is expected that the cost will increase and as the supply decreases and the cost to acquire housing requires a higher percentage of annual income.

### How do HOME rents / Fair Market Rent compare to Area Median Rent? How might this impact your strategy to produce or preserve affordable housing?

The Area Median Contract rent is $1,141. When compared to the Fair Market Rent, the Area Median Contract rent is lower than rent for a 1-bedroom unit, similar to a 2-bedroom rent, but higher that 3+ bedroom rentals.

According to the 2022 ACS 5-year estimates in units paying rent, the majority of rental units, 30%, are paying 35.0 percent or more of their household income towards rent cost.

### Discussion

Many low- and moderate-income persons and households, especially the extremely low-income households, those exiting homelessness, foster care, incarceration, and substance-abuse treatment, and other persons with special needs, have problems accessing and obtaining affordable housing. The City's strategy to affordable housing is to support Consolidated Plan partners that expand affordable rental housing opportunities, particularly for low-income persons, through new construction and the redevelopment of vacant units and lots. The City will provide support for housing rehabilitation for owner and renter units to provide additional housing as opportunities come available and meet eligibility requirements. In addition, the City will continue to encourage housing development and response in accordance with the Affordable Housing Action Plan that was developed and approved by the City in December 2022.

DRAFT

## MA-20 Housing Market Analysis: Condition of Housing – 91.210(a)

### Introduction

The condition of housing includes review of the significant characteristics of the existing housing supply including age and condition, the number of vacant and abandoned units, and the risk posed by lead based paint.

Table 32 – Condition of Units outlines the number of select conditions that affect owner-occupied and renter-occupied units. Housing conditions are similar to housing problems in the Needs Assessments and are (1) lacks complete plumbing facilities, (2) lacks complete kitchen facilities, (3) more than one person per room, and (4) cost burden greater than 30%. The majority of units in Bellevue are not affect by any housing conditions. Specifically, 82% of owner occupied and 62% of renter-occupied units have none of the selected conditions. Units affect with one selected condition are the second highest with 17% of owner-occupied and 36% of renter-occupied units.

Bellevue is an older community with aging housing. Only 18% of owner-occupied and 21% of renter-occupied units were built since 2000. The majority of housing units were built from 1950-1970. During this time, 75% of owner-occupied and 71% of renter-occupied units were built.

Due to the majority of housing units being built before 1980, there is a greater risk for lead-based paint hazards. Table 34 – Risk of Lead-Based Paint indicates that 56% of the units occupied by owners and 48% of renter units were built before 1980 when the use of lead-based paint was prevalent. Of those units, about 23% have children present in the home increasing their risk for lead-based paint poisoning.

### Definitions

Housing is considered to be in standard condition when it meets all state and local codes. Housing is considered substandard but suitable for rehabilitation if the unit is in poor condition but is structurally and financially feasible to rehabilitate. Housing with significant structural damage is considered substandard and not suitable for rehabilitation.

### Condition of Units

| Condition of Units | Owner-Occupied | | Renter-Occupied | |
|---|---|---|---|---|
| | Number | % | Number | % |
| With one selected Condition | 2,610 | 17% | 3,230 | 36% |
| With two selected Conditions | 135 | 1% | 155 | 2% |
| With three selected Conditions | 0 | 0% | 30 | 0% |
| With four selected Conditions | 0 | 0% | 0 | 0% |
| No selected Conditions | 12,695 | 82% | 5,480 | 62% |
| ***Total*** | ***15,440*** | ***100%*** | ***8,895*** | ***100%*** |

**Table 32 - Condition of Units**

**Data Source:** 2013-2017 ACS

DRAFT

### Year Unit Built

| Year Unit Built | Owner-Occupied | | Renter-Occupied | |
|---|---|---|---|---|
| | Number | % | Number | % |
| 2000 or later | 2,740 | 18% | 1,900 | 21% |
| 1980-1999 | 4,115 | 27% | 2,770 | 31% |
| 1950-1979 | 7,465 | 48% | 3,600 | 40% |
| Before 1950 | 1,120 | 7% | 630 | 7% |
| ***Total*** | ***15,440*** | ***100%*** | ***8,900*** | ***99%*** |

**Table 33 – Year Unit Built**

**Data Source:** 2013-2017 CHAS

### Risk of Lead-Based Paint Hazard

| Risk of Lead-Based Paint Hazard | Owner-Occupied | | Renter-Occupied | |
|---|---|---|---|---|
| | Number | % | Number | % |
| Total Number of Units Built Before 1980 | 8,585 | 56% | 4,230 | 48% |
| Housing Units build before 1980 with children present | 1,745 | 11% | 1,035 | 12% |

**Table 34 – Risk of Lead-Based Paint**

**Data Source:** 2013-2017 ACS (Total Units) 2013-2017 CHAS (Units with Children present)

### Vacant Units

| | Suitable for Rehabilitation | Not Suitable for Rehabilitation | Total |
|---|---|---|---|
| Vacant Units | | | |
| Abandoned Vacant Units | | | |
| REO Properties | | | |
| Abandoned REO Properties | | | |

**Table 35 - Vacant Units**

### Need for Owner and Rental Rehabilitation

As the City of Bellevue's ownership and rental housing stock ages, there is and will be a growing need to rehabilitate these homes. As demonstrated by the data above, Bellevue has not seen much new housing construction for a number of years and a large majority of homes were built before 1980. With each passing decade, the issue of the aging housing stock that has not received periodic maintenance and upgrades will become more apparent particularly in the segments serving extremely-low income; low-income; and moderate-income families. It is important that Bellevue maintain programs that offer housing rehabilitation assistance to ensure those who are able will remain in their homes.

DRAFT

## Estimated Number of Housing Units Occupied by Low or Moderate Income Families with LBP Hazards

The number of units at risk of lead-based paint hazard is shown above in Table 34; an estimated 8,585 of owner-occupied and 4,230 of renter-occupied units were built before 1980 and therefore at risk of lead-based paint hazards.

If these units contain a proportionate share of persons as the city proportion, overall 16% of low- and moderate-income families face LBP hazards, or 1,373 owner-occupied households and 676 of renter-occupied units.

## Discussion

Broadband Access

According to the national broadband map created by the National Telecommunication and Information Administration, Bellevue is well-served by broadband internet service providers. There are three providers that provide 100% of households in the Bellevue area with fixed broadband service.

In older housing units, the need for broadband wiring would be higher than in newer housing. According to broadbandnow.com, there are 5 internet provides in Bellevue offering residential services with approximately 95% of Bellevue residents serviced by multiple wired providers. According to the 2022 ACS 5-year estimates, 92% of households in Bellevue have an internet subscription. For households with incomes less than $20,000, 32% are without an internet subscription.

In 2019, the Nebraska Information Technology Commission complete a study of Broadband in Nebraska and Rural Broadband Access. The study found that fiber broadband availability in Nebraska has increased significantly with 56.2% of households having fiber broadband available. Nebraska ranks 3rd out of the 50 states in fiber broadband availability and first among our neighboring states.

The study found that 99.5% of all Nebraska residents have broadband service of 10 Mbps down available. About 65% of Nebraska households have access to a place locally that provides fiber optic connections to the internet access with 97% providing public Wi-Fi access. In Sarpy County, one percent of underserved are rural. The goals and recommendations in the plan include:

Goals

The following goals and targets help focus attention on key aspects of the plan and provide a way to assess the state's progress in addressing broadband development:

- Increase household adoption of broadband

DRAFT

    - Over 90% of households statewide will subscribe to broadband by 2020.
    - 85% of households in rural Nebraska will subscribe to broadband by 2020.
- Increase broadband availability
    - Broadband service of 25 Mbps down will be available to 90% of households by 2020.
    - Broadband service of 1 gbps down will be available to 25% of households by 2020.
- Support broadband-related development by increasing the number and diversity of IT workers
    - At least 1,400 degrees in computer and information science, management information systems, computer engineering, and bioinformatics will be awarded annually by Nebraska colleges and universities by 2020.
    - Women receive at least 25% of the degrees in computer and information science, management information systems, computer engineering, and bioinformatics will be awarded by Nebraska colleges and universities by 2020.

Recommendations

The following recommendations emerged from discussions with stakeholders during the 2014 state broadband planning process and the 2019 Rural Broadband Task Force report:

- Improve broadband data collection and mapping.
- Encourage investment in Nebraska's telecommunications infrastructure:
    - By providing support through the Nebraska Universal Service Fund;
    - By investigating a state-run reverse auction of Nebraska Universal Service Fund support;
    - By encouraging public-private partnerships;
    - By aggregating demand for telecommunications services and acting as an anchor tenant.
- Enhance the capacity of local communities to address broadband development.
- Encourage the development of a skilled IT workforce.
- Support innovation and entrepreneurship.
- Support the use of broadband technologies in businesses and agriculture.
- Support the development of libraries as community anchor institutions.
- Support the use of broadband in education and health care.
- Support the use of broadband by government and public safety entities.
- Support efforts to attract new residents and retain youth.
- Increase digital literacy and broadband access to the Internet.

The City of Bellevue will assist with identifying partnerships to develop tolls to provide access to needed services and broadband access. The City is not aware of any local organizations engaged in narrowing the digital divide, but will continue to monitor and assist organizations at the regional and state level as needed.

DRAFT

## MA-25 Public and Assisted Housing – 91.210(b)

### Introduction

This section provides a summary of the public and assisted housing available throughout the City. While the HUD required portion of this section focuses on Public Housing and Housing Choice Vouchers, other types of subsidized/assisted housing, particularly Low-Income Housing Tax Credit developments, are an important component of affordable housing stock.

Generally, in public housing and subsidized housing (such as HUD Section 202 developments) tenants pay only 30% of their income towards rent and the housing development receives an operating subsidy to cover the balance of the operating costs. In these developments, there is generally no fixed rent because people pay a percentage of their income. In tax credit developments, the developer receives a capital subsidy to assist with construction costs but no operating subsidy. The capital subsidy allows the developer to charge a rent that is below market rate, but that rent cost is a fixed amount and not a percentage of the household's income.

The Bellevue Housing Authority oversees public housing in the City of Bellevue maintaining a total of 50 units. The supply of public housing units is significantly short of the needs. This is demonstrated by the consistent number on the waiting list for public housing and inquiries from other areas. The current waiting list is full. When openings on the waiting list are available, the list is open to 75-100 at a time which takes about an hour to fill and the list is closed again.

### Totals Number of Units

| | Program Type | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | Certificate | Mod-Rehab | Public Housing | Vouchers | | | | | |
| | | | | Total | Project -based | Tenant -based | Special Purpose Voucher | | |
| | | | | | | | Veterans Affairs Supportive Housing | Family Unification Program | Disabled * |
| # of units vouchers available | | | 50 | 220 | | | 0 | 0 | 0 |
| # of accessible units | | | | | | | | | |

DRAFT

| *includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition |
|---|

**Table 36 – Total Number of Units by Program Type**

**Data Source:** PIC (PIH Information Center)

**Describe the supply of public housing developments:**

**Describe the number and physical condition of public housing units in the jurisdiction, including those that are participating in an approved Public Housing Agency Plan:**

Bellevue Housing Authority owns 50 housing units in the City of Bellevue. They are in average physical condition, and continuously updated to remain competitive with current market units and maintain high occupancy rates.

DRAFT

DRAFT

### Public Housing Condition

| Public Housing Development | Average Inspection Score |
|---|---|
| Bellevue Housing Authority | 61 |

**Table 37 - Public Housing Condition**

### Describe the restoration and revitalization needs of public housing units in the jurisdiction:

The housing stock is aging and is in need of capital improvements. The capital needs are significantly underfunded. The Housing Authority is looking into alternative funding models to improve the condition and long-term viability of the housing units.

Currently, the Bellevue Housing Authority is working to incorporate energy efficiency updates into each year's capital improvement plan. HVAC systems, water heaters, and appliances are always upgraded to the most efficient system that is affordable.

### Describe the public housing agency's strategy for improving the living environment of low- and moderate-income families residing in public housing:

The Bellevue Housing Authority is committed to providing quality, affordable housing, which is decent and safe to eligible families in the community. They strive to make the best use of all available resources so that residents may live in an environment that is well maintained and attractive.

The Housing Authority has recently added community gardens at its two largest complexes. Extension information is provided. A children's program was also offered to increase participation.

The Rentwise curriculum is available and is encouraged to be attended by all residents. Included in this class is education on communication with your landlord, how to be a good neighbor, and budgeting information.

### Discussion:

DRAFT

## MA-30 Homeless Facilities and Services – 91.210(c)

### Introduction

The City of Bellevue is in the jurisdiction of the Threshold Continuum of Care for the Homeless (Threshold). Through Threshold, there is an inventory of housing by homeless sub-population. This inventory is conduction annual in conjunction with the application for Support Housing Program and Shelter Plus Care NOFA by HUD. The numbers provided for the area covered by the continuum as whole.

### Facilities and Housing Targeted to Homeless Households

| | Emergency Shelter Beds | | Transitional Housing Beds | Permanent Supportive Housing Beds | |
|---|---|---|---|---|---|
| | Year Round Beds (Current & New) | Voucher / Seasonal / Overflow Beds | Current & New | Current & New | Under Development |
| Households with Adult(s) and Child(ren) | 0 | 0 | 0 | 0 | 0 |
| Households with Only Adults | 0 | 0 | 0 | 0 | 0 |
| Chronically Homeless Households | 0 | 0 | 0 | 0 | 0 |
| Veterans | 0 | 0 | 0 | 0 | 0 |
| Unaccompanied Youth | 0 | 0 | 0 | 0 | 0 |

**Table 38 - Facilities and Housing Targeted to Homeless Households**

DRAFT

**Describe mainstream services, such as health, mental health, and employment services to the extent those services are use to complement services targeted to homeless persons**

In Bellevue, there are organizations that provide complement services targeted to homeless persons or those at risk of becoming homeless. Local organizations provided emergency financial assistance to cover rent, bills, or utilities to assist families to remain in their homes. Also provided by the City of Bellevue is a bus services for elderly to assist with transportation to and from locations within the service area.

Most services targeted at homeless persons are located within Omaha. Health services are provided by the Veterans Medical Center, One World, Charles Drew: Campus for Hope, and Baright Shelter clinics. The Nebraska Commission for the Blind and Visually Impaired assist with vision care. Eastern Nebraska Office on Aging and Care Consultants for the Aging offer assistance with benefits applications and community resources. Also, the Nebraska AIDS Project provides health care funding through Ryan White program and health care coordination.

Mental Health Services are provided by the Community Alliance through the mental health outreach services, Lutheran Family's Urgent Mental Health Care, Lasting Hope Recovery Center, the VA Mental Health Clinic, and Eastern Nebraska Community Action Partnership. For children and families with children, mental health services are also provided at the Nebraska Children's Home Society, Boys Town, Boys and Girls Club, Girls Inc., Kids Can, and Completely Kids.

For employment assistance, Metro Community College, Heartland Workforce Solutions, and Women's Center for Advancement provide job readiness assistance and employment linkage.

Legal Services are provided by Legal Aid of Nebraska. There are numerous free meal sites throughout Omaha including: Open Door Mission, Siena Francis House Shelter, Heart Ministry Center, Park Avenue Community Meal, inCommon Community meal, and Holy Family.

**List and describe services and facilities that meet the needs of homeless persons, particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth. If the services and facilities are listed on screen SP-40 Institutional Delivery Structure or screen MA-35 Special Needs Facilities and Services, describe how these facilities and services specifically address the needs of these populations.**

As members of the Threshold jurisdiction, many efforts and organizations are coordinated through the continuum of care.

For chronically homeless individuals and families identified through various outreach efforts, they are assessed when entering a shelter by the agencies whom they have contacted and are referred to appropriate services to meet their needs. Shelter services are provided by the Siena Francis House, the

DRAFT

Stephen Center, and Open Door Mission and Lydia House. These organizations provided shelter as well as case management.

Families with Children are also provided services by the area shelters and Heartland Family Service. If the family with children is fleeing domestic violence, Catholic Charities is able to provide assistance. Heartland Family Services also provides rapid re-housing services with both housing relocation and stabilization services.

With Offutt Air Force Base as part of the community, there is a large population of veterans. For those that experience homelessness, Family Housing Advisory Service provides an Outreach to Veterans program. The Nebraska Veterans' Aid Fund also provides temporary emergency assistant for unforeseen emergencies where resources are not immediately available. There is a Veterans Hospital located in Omaha and the veteran's home in Bellevue.

Those youth that are unaccompanied receive outreach from the Youth Emergency Services program and transitional housing. Project Everlast works with youth in foster care to ensure they leave the system and avoid homelessness.

DRAFT

## MA-35 Special Needs Facilities and Services – 91.210(d)

### Introduction

**Including the elderly, frail elderly, persons with disabilities (mental, physical, developmental), persons with alcohol or other drug addictions, persons with HIV/AIDS and their families, public housing residents and any other categories the jurisdiction may specify, and describe their supportive housing needs**

With its close proximity to Omaha, Bellevue does not have as many services located within city limits as are available north in Omaha and Douglas County.

The City of Bellevue much like other communities in the area has a growing senior citizen population. As the population grows older, elderly are in need of access to facilities, programs that are affordable because many are on a fixed income which will impact their ability to afford decent housing. In some cases, the need is for in-home care or residential facilities that are not affordable. Currently, there are 584 units in assisted living and long-term care facilities. With close proximity to Offutt Air Force Base, Bellevue has a large, retired military population and is home to the Eastern Nebraska Veterans Home. Service providers in Bellevue include specialized transportation by the City of Bellevue, senior services at the Bellevue Senior Center, adult day services at Hillcrest Center, health and fitness programs at the Lied Activity Center, and numerous medical/rehabilitation/pharmacy facilities.

The community provides various services to those living with a disability. An individual with a disability is any person who has a physical or mental impairment that substantially limits one or more major life activities. Bellevue has six service providers for those persons with disabilities: Community Supports, Inc, Developmental Services of NE, Inc., Hands of Heartland, Black Hills Work, Inc, and ENCOR Cass/Sarpy County. These organizations help with residential living, in-home based services, teaching services, respite, and adult day services. The Nebraska Department of Health and Human Services also offers a variety of programs to assist those living with disabilities and their families. Some of the assistance offered is with housing, transportation, modifications, personal care, and specialized equipment.

For those facing addiction, the focus is on recovery while other needs such as housing, employment, and insurance all face risk. Bellevue has various outlets for those with alcohol or other drug addictions. There are three substance abuse disorder assessment providers in Bellevue with CHI Health, Lutheran Family Services, and OneWorld. The organizations provide assistance for civilians and military personnel such as: Individual, Couples and Family Counseling Services, trauma treatment & therapeutic support for active military, veterans and their loved ones, psychiatric medication evaluation and medication monitoring, Outpatient Substance Abuse Treatment, chemical dependency evaluations, and counseling for victims of domestic violence.

Another special needs group is persons with HIV/AIDS and their families. There is currently not a testing site located in Bellevue. The Nebraska AIDS Project (NAP) provides case management and services to

DRAFT

the population with HIV/AIDS. NAP provides a variety of services such as prevention/education, testing and support network for those infected and their families. Hospice care is also provided through NAP or organizations associated with NAP.

The City of Bellevue city limits is served by the Bellevue Housing Authority for public housing.

### Describe programs for ensuring that persons returning from mental and physical health institutions receive appropriate supportive housing

Housing supporting services provide for those returning from mental and physical health institutions is an important part of continued recovery. Eastern Nebraska Community Action Partnership and Lutheran Family Services provide case management and outpatient treatment for persons returning from mental and physical health institutions. The Nebraska Department of Health and Human Services, Behavior Health Service provides assistance with housing vouchers and housing searches as part of pre-discharge transitional services. There are also many organizations that provide services in Omaha such as Open Door Mission and Community Alliance.

### Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. 91.315(e)

To address housing and supportive services, the City of Bellevue will continue supporting non-profit affordable housing plan partners, such as the Bellevue Housing Authority and Habitat for Humanity of Sarpy County as well as Rebuilding Together, in their efforts to provide affordable housing for the elderly, frail elderly and disabled by providing supportive services, funding opportunity partnerships, and addressing all avenues of assistance such as municipal infrastructure and permitting fees. The City will also continue outreach coordination with special-needs service providers to increase ho neighborhood-integration for special-needs individuals and their families through the housing rehabilitation assistance program and rental financial support programs.

The City will work with its Consolidated Plan partners to further examine the supportive housing and services gap with the non-medically controlled and/or substance-abuse dually diagnosed mentally-ill, and explore ways to ameliorate the conditions that create chronic homelessness.

In addition, businesses receiving infrastructure improvement funding for economic development and job growth purposes will be encouraged to include outreach to physically disabled, developmentally-disabled, elderly, single head of household, and other special needs individuals in their recruitment strategy.

DRAFT

**For entitlement/consortia grantees: Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. (91.220(2))**

The City of Bellevue will continue to research and work with community partners to provide housing assistance and rehabilitation services to assist elderly, frail elderly, and persons with disabilities to remove barriers to housing. The City will continually look for new opportunities to assist with addressing housing and supportive service needs with CDBG funding and by forming new and expanded partnerships with those agencies providing support. The City will also focus on public facility improvements to remove accessibility barriers in parks and sidewalks around the community.

DRAFT

## MA-40 Barriers to Affordable Housing – 91.210(e)

### Negative Effects of Public Policies on Affordable Housing and Residential Investment

The City's location, variety of housing prices and types, relatively low unemployment and crime rates, good schools and amenities, and close proximity to Offutt Air Force Base have contributed to strong housing market. With of a few small exceptions, the City contains limited large tracts of vacant land for residential development. The overwhelming majority of new single family and multifamily construction occurs outside the city limits in Extra Territorial Jurisdiction, as explained previously in the Housing Market Analysis.

The City of Bellevue completed a Comprehensive Plan that identified the housing goals as to contribute to the metropolitan job-housing balance and create more choice for all types of housing (single family, multi family, apartments, new construction, rehabilitation) to better serve the increasingly diverse citizens of Bellevue. As the City updates its Comprehensive Plan on a regular basis, it will continue to look at creative planning and design for neighborhoods to encourage meeting these goals.

Public regulatory policies such as zoning ordinances and subdivision regulations can directly or indirectly affect affordability by controlling supplies of residential land, the intensity and character of its use, and many of the costs in developing, owning, and renting housing. The City of Bellevue does not consider public development policies and regulations to be major barriers to the provision of affordable housing. During the creation of land development policies, the City takes into account their impacts on all its citizens.

Barriers also include those not associated with public policy. This includes the limited Section 8 vouchers and publicly assisted housing, limited public transportation to business centers, and the limited funding available for the development of additional affordable housing units as the community's population and need grows.

DRAFT

## MA-45 Non-Housing Community Development Assets – 91.215 (f)

### Introduction

### Economic Development Market Analysis

### Business Activity

| Business by Sector | Number of Workers | Number of Jobs | Share of Workers % | Share of Jobs % | Jobs less workers % |
|---|---|---|---|---|---|
| Agriculture, Mining, Oil & Gas Extraction | 78 | 4 | 0 | 0 | 0 |
| Arts, Entertainment, Accommodations | 3,304 | 2,657 | 14 | 21 | 7 |
| Construction | 1,732 | 571 | 7 | 4 | -3 |
| Education and Health Care Services | 4,310 | 3,368 | 18 | 26 | 8 |
| Finance, Insurance, and Real Estate | 2,113 | 505 | 9 | 4 | -5 |
| Information | 582 | 270 | 2 | 2 | 0 |
| Manufacturing | 1,961 | 631 | 8 | 5 | -3 |
| Other Services | 679 | 474 | 3 | 4 | 1 |
| Professional, Scientific, Management Services | 2,431 | 1,123 | 10 | 9 | -2 |
| Public Administration | 0 | 0 | 0 | 0 | 0 |
| Retail Trade | 3,068 | 2,417 | 13 | 19 | 6 |
| Transportation and Warehousing | 970 | 243 | 4 | 2 | -2 |
| Wholesale Trade | 877 | 165 | 4 | 1 | -2 |
| Total | 22,105 | 12,428 | -- | -- | -- |

**Table 39 - Business Activity**

**Data Source:** 2013-2017 ACS (Workers), 2017 Longitudinal Employer-Household Dynamics (Jobs)

DRAFT

## Labor Force

| | |
|---|---|
| Total Population in the Civilian Labor Force | 33,020 |
| Civilian Employed Population 16 years and over | 31,535 |
| Unemployment Rate | 4.47 |
| Unemployment Rate for Ages 16-24 | 16.01 |
| Unemployment Rate for Ages 25-65 | 2.84 |

**Table 40 - Labor Force**

**Data Source:** 2013-2017 ACS

| Occupations by Sector | Number of People |
|---|---|
| Management, business and financial | 8,255 |
| Farming, fisheries and forestry occupations | 1,355 |
| Service | 3,125 |
| Sales and office | 6,710 |
| Construction, extraction, maintenance and repair | 3,045 |
| Production, transportation and material moving | 2,110 |

**Table 41 – Occupations by Sector**

**Data Source:** 2013-2017 ACS

## Travel Time

| Travel Time | Number | Percentage |
|---|---|---|
| < 30 Minutes | 24,607 | 79% |
| 30-59 Minutes | 5,606 | 18% |
| 60 or More Minutes | 838 | 3% |
| ***Total*** | ***31,051*** | ***100%*** |

**Table 42 - Travel Time**

**Data Source:** 2013-2017 ACS

## Education:

Educational Attainment by Employment Status (Population 16 and Older)

| Educational Attainment | In Labor Force | | |
|---|---|---|---|
| | Civilian Employed | Unemployed | Not in Labor Force |
| Less than high school graduate | 1,140 | 50 | 745 |

DRAFT

| Educational Attainment | In Labor Force | | |
|---|---|---|---|
| | Civilian Employed | Unemployed | Not in Labor Force |
| High school graduate (includes equivalency) | 5,445 | 185 | 1,625 |
| Some college or Associate's degree | 9,230 | 570 | 1,925 |
| Bachelor's degree or higher | 9,210 | 130 | 1,365 |

**Table 43 - Educational Attainment by Employment Status**

**Data Source:** 2013-2017 ACS

Educational Attainment by Age

| | Age | | | | |
|---|---|---|---|---|---|
| | 18–24 yrs | 25–34 yrs | 35–44 yrs | 45–65 yrs | 65+ yrs |
| Less than 9th grade | 65 | 185 | 235 | 470 | 225 |
| 9th to 12th grade, no diploma | 440 | 225 | 260 | 560 | 650 |
| High school graduate, GED, or alternative | 2,765 | 2,130 | 1,385 | 3,870 | 2,685 |
| Some college, no degree | 2,465 | 2,525 | 2,360 | 4,030 | 1,885 |
| Associate's degree | 515 | 995 | 855 | 1,375 | 570 |
| Bachelor's degree | 590 | 2,680 | 2,110 | 2,715 | 1,635 |
| Graduate or professional degree | 4 | 760 | 1,015 | 1,965 | 1,060 |

**Table 44 - Educational Attainment by Age**

**Data Source:** 2013-2017 ACS

Educational Attainment – Median Earnings in the Past 12 Months

| Educational Attainment | Median Earnings in the Past 12 Months |
|---|---|
| Less than high school graduate | 30,146 |
| High school graduate (includes equivalency) | 35,367 |
| Some college or Associate's degree | 40,817 |
| Bachelor's degree | 47,237 |
| Graduate or professional degree | 70,119 |

**Table 45 – Median Earnings in the Past 12 Months**

**Data Source:** 2013-2017 ACS

**Based on the Business Activity table above, what are the major employment sectors within your jurisdiction?**

The major employment sections in Bellevue are Education and Health Care Services, Arts/Entertainment/Accommodation, and Retail Trade. These areas make up 48% of the jobs available in

DRAFT

Bellevue. While these areas make up the largest number of employment opportunities, they also have an undersupply of labor. In Table 40, a negative number in the Jobs Less Workers column indicated an oversupply of labor for the sector, or more workers than jobs. A positive number reflects an undersupply of labor. Business sectors that are faced with an undersupply of labor are the Finance, Insurance, and Real Estate; Construction; and Manufacturing.

These numbers are reflective of the major employers in Bellevue including Offutt Air Force Base, Bellevue Public Schools, Bellevue University, Hillcrest Health Systems, and Wal-Mart.

**Describe the workforce and infrastructure needs of the business community:**

Major commercial corridors in Bellevue including Fort Crook Road have aged, and contain many underutilized, empty, and blighted commercial buildings most of which are in suitable condition to be rehabilitated. The community survey revealed that encouragement for economic development and small business assistance for redevelop and infill in Olde Towne Bellevue and along Fort Crook Road are highly desired priorities. While not identified as a priority, CDBG funding to assist with aesthetic improvements, accessible sidewalks, and traffic flow improvements to revitalize these corridors and attract small and medium sized business investments to rehabilitate historic buildings and commercial spaces is greatly needed.

The review of targeted economic development needs was based on workforce, industrial sites, and conversations with the region's business leaders to better understand potential opportunities and challenges not necessarily identifiable through data sources alone. Based on analysis the following infrastructure needs for business growth were identified: restoration and ongoing maintenance of structures including accessibility upgrades, small and microenterprise business assistance through a revolving loan program, and identification of additional incentives to leverage with CDBG assistance for business to increase jobs opportunities available to low- and moderate-income households.

**Describe any major changes that may have an economic impact, such as planned local or regional public or private sector investments or initiatives that have affected or may affect job and business growth opportunities during the planning period. Describe any needs for workforce development, business support or infrastructure these changes may create.**

The City of Bellevue will be faced with various economic opportunities throughout the next five years. These opportunities begin with the State relinquishing control of Highway 370 between the Missouri River and Highway 75. Highway 370, also known as Mission Ave, runs through the heart of Olde Towne Bellevue which is the one the oldest portion of town and the heart of the community. With the opening of Highway 34 bridge across the Missouri River located south of Bellevue and Olde Towne, this area will be faced with development. The City is working with various partners to identify the focus of this development and the possibilities it holds for the community. Olde Towne will have expanded opportunity to work with the City and develop this portion of the community into an economic and travel destination.

DRAFT

In addition to added opportunities in the western part of the community, the City will also experience economic development in the southeast portion of the Bellevue with the development of an entertainment district with the development of an indoor waterpark and hotels. Also proposed for this area is a commercial develop, NC3, that will be an innovation hub focused on cybersecurity with support from Offutt Air Force Base. The area will include housing, shops and walking trails. It is anticipated this development with spark expanded opportunities for growth for business, restaurant, and industrial sectors.

### How do the skills and education of the current workforce correspond to employment opportunities in the jurisdiction?

The largest group of Bellevue residents in the workforce have some college or an Associate's degree (36%), Bachelor or higher degrees (32%), followed by high school graduates (22%), and those without a high school or equivalent diploma (6%).

With low unemployment levels, Bellevue has limited workers available to fill available employment opportunities. The unemployment rate is 4.47 for the total population but is substantially higher for ages 16-24 where the unemployment rate is 16.01. This age group covers a range of high school and college ages, which indicates a need for part-time and entry level positions.

### Describe any current workforce training initiatives, including those supported by Workforce Investment Boards, community colleges and other organizations. Describe how these efforts will support the jurisdiction's Consolidated Plan.

Workforce training initiatives are provided by the State of Nebraska through the Department of Labor's Workforce Development division. The division has a wide range of employment services available to small and large businesses. Workforce development in Bellevue is limited to opportunities provided at the state level. Consideration has been given to a collaborative region approach with assistance from local universities and possible public-private partnerships being enhanced by existing networks in our community including Metropolitan Community College and Bellevue Unversity. To ensure workforce training needed is addressed, the City of Bellevue works with the Bellevue Chamber of Commerce.

### Does your jurisdiction participate in a Comprehensive Economic Development Strategy (CEDS)?

Yes

DRAFT

**If so, what economic development initiatives are you undertaking that may be coordinated with the Consolidated Plan? If not, describe other local/regional plans or initiatives that impact economic growth.**

The City of Bellevue participates in the Metropolitan Area Planning Agency's (MAPA) Comprehensive Economic Development Strategy. The CEDS was completed in January 2014 and updated in 2020.

The City of Bellevue is reviewing opportunities to address the goal of expansion of manufacturing base and diversity into other economic sectors in the CEDs. By educating staff on the available and eligibility requirements for CDBG funding to assist business development, opportunities to increase economic development in the City can be identified and assistance provided. Local capacity is a priority to assist new and existing business seeking funding and incentives to establish and expand that will increase job opportunities in Bellevue. CDBG funding is being considered for a revolving loan fund to assist start-up and microenterprise businesses. In eligible opportunities, CDBG funding could also be used to address items such as infrastructure improvements, working capital financing, and job training.

Most major employers and employment centers are located outside city limits in west Sarpy County and north in Douglas County. There have not been any major permanent employment increases in Bellevue in previous years. The Highway 34 corridor is the only substantial economic development opportunity on the horizon. Recently, the City of Bellevue has made commitments in the areas with the development of the Inland Port Authority and the entertainment district which is feature an indoor waterpark and commitments from two hotels.

Economic development and job centers is anticipated to continue in western Sarpy County which has open land ready for development and is closer to transportation corridor of Interstate 80. Another area of industrial development is directly across the Missouri River in western Iowa

The City of Bellevue does have influence on the development within city limits and the extra territorial jurisdiction. The City does have tools provided by the Legislative Bill 840, Local Option Municipal Economic Development Act, which provides power to use local sources of revenue for economic or industrial projects and programs. This program is being used to promote new development by providing assistance for eligible economic activities such as land purchase, execute options, construction, and loan funding.

**Discussion**

DRAFT

## MA-50 Needs and Market Analysis Discussion

### Are there areas where households with multiple housing problems are concentrated? (include a definition of "concentration")

To determine concentrated housing problems, the City of Bellevue utilized the CPD mapping tool to identify specific areas of need in census tracts. The City defines a concentrated area of need as a census tract that holds a percentage that is 20 percentage points higher than the city's average for the need as a whole.

Although Native American households make up the smallest percentage of Bellevue households, they experience significantly higher rates of housing problems compare to other race and ethnicities. Seventy-nine (79) percent of Native American households and 40 percent of Hispanic households face housing problems while only 25 percent of White households have housing problems. The majority of households in Bellevue have less than five people and face the least housing problems. Non-family households have the most housing problems at 42 percent followed closely by family households with more than five people with 35 percent. Native American households also face the highest percentage of severe housing problems. Severe housing problems are the same as the housing problems, but with cost burden greater than 50%.

In Bellevue, 29% of households face 1 or more of the severe housing problems defined in earlier sections. In addition, 10% of households face one of the four housing unit problems. Upon review of the census tract percentages, there is not a census tract that has a concentration of households with facing housing problems or severe housing problems.

### Are there any areas in the jurisdiction where racial or ethnic minorities or low-income families are concentrated? (include a definition of "concentration")

The City defines concentrated need as a census tract that holds three times the city's average for the need as a whole then a concentrated need present in that census tract. An elevated level is defined as a census tract that has twice the city's average. While there is not a concentrated level in a specific census tract, there are four census tracts with elevated levels of racial or ethnic minorities. Those areas include: Census Tract 105.05 has an elevated population of two or more race; Census Tract 101.07 has elevated percentages of some other race alone; Census Tract 101.08 has elevated population of Native Hawaiian and Other Pacific Islander; and Census Tract 103.02 has elevated population of two or more races. These areas will be monitored for any increases in minority concentration, which could indicate discriminatory practices or disproportionate need by the low- and moderate-income households in that area.

When determining concentrated areas of low-income families, there are two census tracts with a concentration of households less than 80% of HAMFI. Those Census Tracts are 103.05 and 103.02,

DRAFT

which are located within Offutt Air Force Base and Military Family Housing Areas. There is one census tract with a concentration of households that are 50% of HAMFI, Census Tract 101.06, which is located in Olde Towne Bellevue.

### What are the characteristics of the market in these areas/neighborhoods?

In general, the census tract areas outlined above are located in older, well-established sections of Bellevue that may lack adequate infrastructure such as sidewalks, curbs and gutters, and accessibility, such as in Census Tract 101.06. Being located along Highway 75 and Fort Crook Road, Census Tracts 101.07 and 101.08 contain higher percentage of mixed—use commercial structures that may be vacant, underutilized and/or deteriorating. Census Tract 103.05 and 103.06 is designated as military property and contains base housing for military members stationed at Offutt Air Force Base.

### Are there any community assets in these areas/neighborhoods?

There are many community assets in each of the areas/neighborhoods identified.

Olde Towne Bellevue is one of the oldest sections of town with the first commercial development along with residential neighborhoods. Highway 370, also known as Mission Avenue, runs east-west through Olde Towne leading from the Bellevue Bridge over Missouri River from Iowa into the rest of Bellevue and beyond. Olde Towne was Bellevue's original central business district and still provides a variety of niche and "mom-and-pop" retail and commercial shops. There are four parks located in this area and two city pools along with campgrounds, trails, and ball fields along the Missouri River.

Census Tract 101.07 and 101.08 is an area with extensive mixed-use development with commercial and residential areas. This area is facing the difficulty of being located along commercial corridors of Highway 75 and Fort Crook Road and has various infill opportunities available.

Housing for Offutt Air Force Base is also located in these areas as mentioned above. Offutt Air Force Base has a major impact the surrounding community annually. Currently, construction continues on the new Stratcom Headquarters, renovations to the medical clinic, and repairs to the main runway. When considering the base's mission which includes but is not limited to military and civilian payrolls, services, real estate, and civic contributions, the annual economic impact is estimated at $1 billion annually.

### Are there other strategic opportunities in any of these areas?

DRAFT

Each of these areas offers strategic opportunity to increase job growth and the availability of neighborhood-accessible goods and services through economic development activities and improved infrastructure to create suitable neighborhoods. In addition to these neighborhoods, the City of Bellevue is focusing additional development along the Highway 34 corridor in southern Bellevue. The Highway 34 corridor is the only substantial economic development opportunity on the horizon, but there has not been a commitment from any major industry to begin construction in the area.

Most major employers and employment centers are located outside city limits in west Sarpy County and north in Douglas County. There have not been any major permanent employment increases in Bellevue in previous years. Economic development and job centers will continue in western Sarpy County which has open land ready for development and is closer to transportation corridor of Interstate 80.

The Consolidated Plan includes combined efforts of economic development and residential infrastructure improvements to revitalize these neighborhoods while preserving unique and historic characteristics that make Bellevue a vibrant community. Through these actions to improve infrastructure, private and public investment in these areas will be stimulated.

DRAFT

## MA-60 Broadband Needs of Housing occupied by Low- and Moderate-Income Households - 91.210(a)(4), 91.310(a)(2)

### Describe the need for broadband wiring and connections for households, including low- and moderate-income households and neighborhoods.

In older housing units, the need for broadband wiring would be higher than in newer housing. According to broadbandnow.com, there are 5 internet provides in Bellevue offering residential services with approximately 95% of Bellevue residents serviced by multiple wired providers. According to the 2022 ACS 5-year estimates, 92% of households in Bellevue have an internet subscription. For households with incomes less than $20,000, 32% are without an internet subscription.

### Describe the need for increased competition by having more than one broadband Internet service provider serve the jurisdiction.

According to the national broadband map created by the National Telecommunication and Information Administration, Bellevue is well-served by broadband internet service providers. There are three providers that provide 100% of households in the Bellevue area with fixed broadband service.

In 2014, the Nebraska Information Technology Commission complete a study of Broadband in Nebraska. The study found that 99.5% of all Nebraska residents have broadband service of 10 Mbps down available. About 75% of Nebraska households have access to a place locally that provides free Internet access with 76% in the Omaha metropolitan area. In the metropolitan area, 82% of households have a subscription to broadband service with 75% having at least 25 Mpbs down available. The Action Plan Priorities for the Omaha region which includes Sarpy County and Bellevue are:

**Priority 1:** Digital Literacy and Adoption — *Establish partnerships with key stakeholder groups to accomplish goals outlined in the regional plan and develop a series of workshops with the partners to provide effective education for their clientele.*

**Priority 2:** Health Care — *Develop tools as needed to provide access to needed services (such as health care enrollment).*

**Priority 3:** Economic Development — *Utilize AIM's Career Link for low-resource families to find employment opportunities.*

**Priority 4:** Non Profits and Education — *Work with community partners to provide effective education and build awareness of how non-profits can increase their influence and effectively deliver services using technology.*

DRAFT

The City of Bellevue will assist with identifying partnerships to develop tolls to provide access to needed services and broadband access. The City is not aware of any local organizations engaged in narrowing the digital divide, but will continue to monitor and assist organizations at the regional and state level as needed.

DRAFT

## MA-65 Hazard Mitigation - 91.210(a)(5), 91.310(a)(3)

### Describe the jurisdiction's increased natural hazard risks associated with climate change.

The most common natural disasters likely to cause housing damage in Bellevue are flooding and severe weather including tornadoes and hail storms. Low- and moderate- income households may have more difficulty recovering from such housing damage and may require additional resources and support.

The City of Bellevue has partnered with the Sarpy County Emergency Management Agency which leads efforts on a county wide basis "protect communities by coordinating and integrating all activities necessary to build, sustain, and improve the capacity to mitigate against, prepare for, respond to, and recover from threatened or actual natural disasters, acts of terrorism, or other man-made disasters."

### Describe the vulnerability to these risks of housing occupied by low- and moderate-income households based on an analysis of data, findings, and methods.

There are limited geographic areas of the city known to have a disproportionately high risk of natural disasters. These areas are located along the floodplain of the Missouri River and Platte River as demonstrated during the 2019 flooding and following Presidential Declaration of Natural Disaster.

Several task forces have been organized in response to the flooding in 2019, including the Sarpy County Housing Affordability Task Force. Through participation in these task force, the City will work to identify goals and priorities to further develop affordable housing in locations not susceptible to natural disasters.

DRAFT

# Strategic Plan

## SP-05 Overview

### Strategic Plan Overview

The City of Bellevue prepared the 2024-2028 Consolidated Plan as a requirement to receive federal Housing & Urban Development (HUD) Community Development Block Grant (CDBG) program funds. It is a strategic plan for addressing low- and moderate-income housing, community and economic development needs. The Consolidated Plan's Strategic Plan provided below identifies priority needs and geographic focus areas for Federal funding for housing, community and economic development activities during the next five years.

The City of Bellevue has identified the following priorities for the 2024-2028 Consolidated Plan as outlined by the CDBG program goals.

**Expanded Economic Opportunities**

The City of Bellevue will place high priority and focus on promoting economic development opportunities in order to increase revenues without increasing taxes by increase the job opportunities and growth of the community. To increase economic development, the City of Bellevue will address issues such as continued deterioration of vacant, underutilized, commercial structures in core, high traffic commercial corridors, which directly involve low- to moderate-income block groups. By providing assistance directly to business, the City will present on opportunity to support the expansion of economic opportunities and the addition of job opportunities to the community. The City will also focus on addressing aging infrastructure in areas of commercial concentration in order to entice business to redevelopment focused areas.

**Creating a suitable living environment**

The City of Bellevue will promote the development of suitable living environments through directing support to revitalize and reinvest in areas that address public infrastructure such as sidewalks, parks, and streets. By putting forth financial assistance and priority to improve neighborhoods where current populations reside and affordable housing stock remains available, the City can increase business development by improving the public infrastructure to reinvigorate the area and promote the area to future residents and employees.

**Promote decent, safe, and affordable housing**

Bellevue is the oldest community in Nebraska, and as shown in the Housing Market Analysis, a large percentage of Bellevue's housing stock is older homes in mature neighborhoods. An effort will include

DRAFT

decreasing blight through neighborhood improvements and promoting the development of additional affordable rental housing through new construction and rehabilitation of existing structures through public and private investment with City support.

DRAFT

## SP-10 Geographic Priorities – 91.215 (a)(1)

### Geographic Area

| | | |
|---|---|---|
| 1 | **Area Name:** | City of Bellevue |
| | **Area Type:** | Local Target area |
| | **Other Target Area Description:** | |
| | **HUD Approval Date:** | |
| | **% of Low/ Mod:** | |
| | **Revital Type:** | Comprehensive |
| | **Other Revital Description:** | |
| | **Identify the neighborhood boundaries for this target area.** | |
| | **Include specific housing and commercial characteristics of this target area.** | |
| | **How did your consultation and citizen participation process help you to identify this neighborhood as a target area?** | |
| | **Identify the needs in this target area.** | |
| | **What are the opportunities for improvement in this target area?** | |
| | **Are there barriers to improvement in this target area?** | |

**Table 46 - Geographic Priority Areas**

### General Allocation Priorities

Describe the basis for allocating investments geographically within the jurisdiction (or within the EMSA for HOPWA)

The City of Bellevue will target CDBG resources to address high priority needs city-wide and in low- and moderate-income areas as defined by the census data and HUD. The City will discuss the geographic priorities on an annual basis during allocation process. Activities that provided an area benefit per HUD regulations often succeed in addressing barriers in the low-moderate income (LMI) neighborhoods of Bellevue by providing affordable housing, public facilities improvements, and increased availability of public services for the area's residents.

At this time, the City is not targeting specific neighborhoods, but may develop target areas over the period of this plan as several local initiatives develop more specific revitalization plans. These initiatives include Olde Towne Improvement plans, revitalization of Fort Crook Road, and development of the Highway 34 Bridge corridor. As new information and data become available, the City will amend the plan to clearly identify proposed targeted areas.

DRAFT

## SP-25 Priority Needs - 91.215(a)(2)

### Priority Needs

**Table 47 – Priority Needs Summary**

| | | |
|---|---|---|
| 1 | **Priority Need Name** | Increase Affordable Housing Opportunities |
| | **Priority Level** | High |
| | **Population** | Extremely Low<br>Low<br>Moderate<br>Middle<br>Large Families<br>Families with Children<br>Elderly<br>Public Housing Residents<br>Individuals<br>Families with Children<br>Elderly<br>Frail Elderly<br>Persons with Mental Disabilities<br>Persons with Physical Disabilities<br>Persons with Developmental Disabilities<br>Persons with Alcohol or Other Addictions<br>Persons with HIV/AIDS and their Families<br>Victims of Domestic Violence |
| | **Geographic Areas Affected** | City of Bellevue |
| | **Associated Goals** | Sustain Current Affordable Housing<br>Increase Affordable Housing Opportunities<br>Increase Financial Literacy |

DRAFT

| | | |
|---|---|---|
| | **Description** | As Bellevue's housing stock continues to age, the need to sustain the current available housing stock will increase. The housing market analysis showed that a substantial percentage of Bellevue's housing stock is older homes built prior to 1980. By providing assistance to low- and moderate-income homeowners, the available housing stock would be preserved and remain affordable. The cost of rental and owner housing continues to increase which creates cost burdens on LMI households; cost burden is the greatest need affecting Bellevue households with 14% of households facing cost burden and 10% of households facing severe cost burden. The need for additional affordable housing units were identified as larger homes with 3-bedrooms for large families and smaller accessible units for the elderly, physically disabled, and individuals exiting homelessness. With limited funding available through CDBG, efforts to identify and support business partnerships and non-profit agencies will be needed to increase the development of needed rental housing units. CDBG funds will be allocated to support efforts to increase affordable housing units through acquisition and rehabilitation. The City will encourage projects that demonstrate community partnerships and provided leveraged dollars to increase the effectiveness of the project. In addition, the City will look for projects that assist with addressing the needs of the elderly, disabled, small families, and at-risk low- and moderate-income individuals and families, infill housing that utilizes vacant lots and/or reduces vacant building blight, particularly in targeted areas. |
| | **Basis for Relative Priority** | While community stakeholders placed a high priority on housing needs, the Community Needs Survey indicated that residents felt housing improvement and availability was a need but ranked behind public facility improvements and economic development. To assist with housing improvements and rehabilitation, residents placed emphasis on financial assistance for rehabilitation, education and counseling for renters and homeowners, and housing accessibility. |
| **2** | **Priority Need Name** | **Improve and Expand Available and Accessible Public Infrastructure.** |
| | **Priority Level** | High |
| | **Population** | Extremely Low<br>Low<br>Moderate<br>Middle<br>Large Families<br>Families with Children<br>Elderly<br>Public Housing Residents<br>Non-housing Community Development |

DRAFT

| | | |
|---|---|---|
| | **Geographic Areas Affected** | City of Bellevue |
| | **Associated Goals** | Public Facilities and Infrastructure Improvements<br>Removal of Barriers to Accessibility |
| | **Description** | Improve and expand the availability and accessibility of public infrastructure and building to rehabilitate, expand, and improve infrastructure in established business and residential areas within city limits to promote and encourage redevelopment and reuse of available sites. This priority reflects the City's need to replace and upgrade deteriorating infrastructure in low income areas, especially in older neighborhoods which fall within eligible low- and moderate-income (LMI) areas including but not limited to infrastructure improvements, accessibility concerns, and hazard mitigation. The public facilities improvements will support revitalization and create economic development opportunities which will increase employment and housing sustainability for LMI area residents. By putting forth efforts to reverse deterioration in older, existing neighborhoods where affordable housing remains available, and the safety and livability can be improved for LMI and special needs residents, the City can increase development to reinvigorate and reinvest areas of our community while supporting economic development and housing rehabilitation efforts. City resources will be leveraged along with public and private efforts in order minimize the CDBG funds needed to plan, assess, estimate, manage, implement, and maintain projects. |
| | **Basis for Relative Priority** | Public facilities and improvements needs were emphasized during consultation with City departments and leadership. By providing a suitable living environment through public infrastructure improvements such as parks and recreation opportunities, it will encourage family and households to consider relocation to an area which will increase the labor market for potential business development. Bellevue residents placed more emphasis on the specific public infrastructure improvements of accessibility and improvements to sidewalk, parks, and streets for livability and sustainability of residential neighborhoods. |
| 3 | **Priority Need Name** | **Encourage economic development through business growth and job creation.** |
| | **Priority Level** | High |

DRAFT

| | | |
|---|---|---|
| | **Population** | Extremely Low<br>Low<br>Moderate<br>Middle<br>Large Families<br>Families with Children<br>Public Housing Residents |
| | **Geographic Areas Affected** | City of Bellevue |
| | **Associated Goals** | Rehabilitation of Commercial Buildings<br>Increase Employment Opportunities<br>Accessibility of Transportation Opportunities |
| | **Description** | As with many communities, Bellevue is facing a need to increase revenues in order to continue to offer a high level of services to residents. To assist with this effort, the City has placed a high priority on CDBG support for economic development. Many of the commercial corridors, such as Olde Towne Bellevue and Fort Crook Road corridor, have aged and contain many underutilized, empty, and blighted commercial building. As these building site sat empty, some have deteriorated to an unsuitable condition for rehabilitation and other buildings are faced with increased rehabilitation cost due to updated building codes and infrastructure requirements. By focusing CDBG funds on assistance to business owners, microenterprises and new business will have additional resources to encourage expansion and development of new business in the city limits. With low unemployment, existing business face additional efforts to recruiting and train talented employees. In addition to business support, CDBG funds will be used to support employment opportunities through job training opportunities and expansion of accessibility and available public transportation options. |
| | **Basis for Relative Priority** | Focus for economic development was on infrastructure improvements, financial resources and micro-loans. Consultation with city officials, stakeholders, and community meetings reinforced this finding. |
| **4** | **Priority Need Name** | Increase and Expand Public Service Availability |
| | **Priority Level** | Low |

DRAFT

| | | |
|---|---|---|
| | **Population** | Extremely Low<br>Low<br>Moderate<br>Middle<br>Large Families<br>Families with Children<br>Elderly<br>Public Housing Residents<br>Individuals<br>Families with Children<br>Mentally Ill<br>veterans<br>Persons with HIV/AIDS<br>Victims of Domestic Violence<br>Elderly<br>Frail Elderly<br>Persons with Mental Disabilities<br>Persons with Physical Disabilities<br>Persons with Developmental Disabilities<br>Persons with Alcohol or Other Addictions<br>Persons with HIV/AIDS and their Families |
| | **Geographic Areas Affected** | City of Bellevue |
| | **Associated Goals** | Provide Community/Neighborhood Services<br>Fair Housing Outreach |

DRAFT

| | | |
|---|---|---|
| | **Description** | Increase and expand public service opportunities to provide support and assistance for the development and expansion of public service with community partners to address underserved needs in the community. Public services contribute to the well-being of individuals, families and neighborhoods and are needed to help individuals and families with special needs obtain help with basic needs, food, housing, employment, health, and other important services. The City of Bellevue has identified needs in the community as, but not limited to, transportation, mental health services, senior services, and crime awareness services as well as fair housing education. Services for the elderly, mentally ill and persons with disability is also an important aspect of public service available in the community. Should a housing or supportive housing needs crisis emerge, the City of Bellevue would partner with the appropriate agency to provide assistance. With limited funding available, the City will work to develop partnerships to identify and address the needs in our community.<br>*AFFH Priority: Private industry in Bellevue does not report fair housing outreach efforts. Without the knowledge of fair housing, reports of issues go unreported and then enforcement cannot take place. There is a need for additional awareness and information regarding fair housing for residents, landlords, property managers, realtors, and other housing professionals. Bellevue lacks a site or office for the agencies and organizations supporting fair housing in our community. Bellevue faces what many communities face regarding alleged community opposition to minorities and development of additional public housing units. With limited citable instances and lack of supporting data, this community opposition appears to be perceived by surrounding communities and could be addressed with education and outreach.* |
| | **Basis for Relative Priority** | The priority is based on consultations, community need survey results, community meetings, and the needs and market analysis of this Consolidated Plan. During the community meetings and needs survey, many residents discussed the lack of services directly in the city limits of Bellevue with most services being offered in Douglas County. |
| **5** | **Priority Need Name** | Planning and Administration |
| | **Priority Level** | Low |
| | **Population** | Non-housing Community Development |

DRAFT

| | | |
|---|---|---|
| | **Geographic Areas Affected** | City of Bellevue |
| | **Associated Goals** | Planning and Administration |
| | **Description** | Administration of the CDBG Program to continue to maintain and administer a successful CDBG program. Administration and planning of CDBG programs includes the implementation of this consolidated plan which requires certain administrative and planning activities including, but not limited to, the development of plans, environmental review of projects, subrecipient monitoring, development of fair housing information and other activities required by HUD regulations. |
| | **Basis for Relative Priority** | The City of Bellevue staff will place emphasis on the successful implementation of the CDBG program to ensure continued receipt of the funding. |

## Narrative (Optional)

The City of Bellevue's Strategic Plan outlines the housing and community development goals and strategies to meet the priority needs with available resources. The City uses these priorities and goals to form the basis for determining what types of programs and activities will be funded over the next five years. The priorities are based on the previous needs assessment, market analysis, community input and program eligibility requirements. As with previous years, the level of need in the community will always be greater than the limited resources available to assist with addressing those needs.

The following have been identified as general priorities for use of CDBG funding. The priorities outlined in this portion of the Plan will be reviewed annually and adjusted as necessary.

DRAFT

## SP-30 Influence of Market Conditions – 91.215 (b)

### Influence of Market Conditions

| Affordable Housing Type | Market Characteristics that will influence the use of funds available for housing type |
|---|---|
| Tenant Based Rental Assistance (TBRA) | The Consolidated Plan does not include funding recommendations for Tenant Based Rental Assistance. |
| TBRA for Non-Homeless Special Needs | The Consolidated Plan does not include funding recommendations for non-homeless special needs Tenant Based Rental Assistance. There is a limit of units with supportive services in the community. Consultation with disabled and LIHTC provides, and the Bellevue Public Housing Authority anticipated no change in housing voucher availability if the federal and state funding remains unchanged. Based on rental cost burdens compared to the availability of owner-occupations in low- and moderate-income neighborhoods, the City has chosen to focus on housing rehabilitation and expansion of affordable rental rather than subsidize rentals. The Community Needs Survey, resident comments, and consultation did not note TBRA as a high priority need given limited funds and resources currently available through the CDBG program. |
| New Unit Production | Currently, the City does not receive HOME funds to assist with new construction. The Consolidated Plan emphasizes non-financial support such as the identification and coordinated acquisition of publically held lots for development purposes, reduced permitting fees for non-profit affordable homebuilders, support for a housing study for the area, identification of other incentive for developers in conjunction with the study, and CDBG applications for land acquisition, infrastructure, and demolition cost with leveraging funds. |
| Rehabilitation | With the current age of housing stock in Bellevue, a priority need is for rehabilitation of existing low- and moderate-income owner and rental housing units. Another need is to ease cost burden for extremely low and low-income renters, and low- and moderate-income homeowners. Rehabilitation programs have previously been used to help ease home improvement cost for low- and moderate-income homeowners. |
| Acquisition, including preservation | There are opportunities to improve the conditions and affordability of housing by the acquisition of vacant, deteriorating structures. The cost and complexity of acquisition and rehabilitation of these structures usually requires implementations and assistance by an experienced housing development entity and financial assistance with leveraged funding. When structures are of historic or architectural value, the cost can be increase. The Consolidated Plan does provide the resources for this type of development rather than new construction. |

**Table 48 – Influence of Market Conditions**

DRAFT

## SP-35 Anticipated Resources - 91.215(a)(4), 91.220(c)(1,2)

### Introduction

The 2024 Action Plan will be the first year of 2024-2028 Consolidated Plan. The Action Plan addresses the proposed programs, projects, and activities that will be undertaken with the resources anticipated to be available in the proposed budget. The City of Bellevue anticipates receiving about $310,000 in CDBG funds per year from FY 2024-2028. These funds will be used to fund eligible community development projects in low- and moderate-income areas or to benefit low- and moderate-income families and households. Based on the priorities and needs identified, funds are anticipated to be allocated as follows:

- maximum of 20% will be allocated to planning, administration, and governmental compliance, such as fair housing studies, ect.
- 30% for improvements to public facilities or building improvements to encourage development
- 30% or more for improving or expanding affordable housing
- 20% to encourage business and job growth through economic development projects

DRAFT

## Anticipated Resources

| Program | Source of Funds | Uses of Funds | Expected Amount Available Year 1 | | | | Expected Amount Available Remainder of ConPlan $ | Narrative Description |
|---|---|---|---|---|---|---|---|---|
| | | | Annual Allocation: $ | Program Income: $ | Prior Year Resources: $ | Total: $ | | |
| CDBG | public - federal | Acquisition<br>Admin and Planning<br>Economic Development<br>Housing<br>Public Improvements<br>Public Services | 315,504 | 0 | 0 | 315,504 | 1,262,120 | CDBG funding will be used throughout the city limits for priorities outlined in the Consolidated Plan and will be leveraged with other federal, local or private funding sources. |

**Table 49 - Anticipated Resources**

DRAFT

### Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

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 a match to a funding request, 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 in the application form.

The City does encourage and support community organizations to seek other grants to 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.

### If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City of Bellevue owns land throughout the community, much of which is utilized for various parks, ball fields, trails and other recreation facilities. As needs are identified, the City of Bellevue considers all possible projects and activities to assist with addressing the needs to the benefit of all citizens and the utilization of publicly owned land for projects as leverage.

**Discussion**

DRAFT

## SP-40 Institutional Delivery Structure – 91.215(k)

Explain the institutional structure through which the jurisdiction will carry out its consolidated plan including private industry, non-profit organizations, and public institutions.

| Responsible Entity | Responsible Entity Type | Role | Geographic Area Served |
|---|---|---|---|
| BELLEVUE | Government | Non-homeless special needs<br>Planning | Jurisdiction |
| Bellevue Chamber of Commerce | Other | Economic Development<br>Planning | Jurisdiction |
| Bellevue Housing Authority | PHA | Planning<br>Public Housing | Region |
| Threshold Continuum of Care for The Homeless | Continuum of care | Homelessness<br>Non-homeless special needs<br>public services | Region |
| Metropolitan Area Planning Agency | Regional organization | Economic Development<br>Planning<br>neighborhood improvements<br>public facilities | Region |

**Table 50 - Institutional Delivery Structure**

### Assess of Strengths and Gaps in the Institutional Delivery System

The greatest need identified to improve institutional structure is an increased awareness of and access to information regarding services and shelters available to at-risk, special-needs, and the homeless. Since Bellevue does not have extensive services available within city limits, information about the services and organizations in Omaha need to be identified and information available when the need arises.

The City strategy is to coordinate partnerships amongst its Consolidated Plan partners and identify and add new partners, including health, mental health, homelessness, veteran, elderly, community-based, housing, continuum of care members and state and local government agencies to further examine the causes and demographics of homelessness and risk, identify and report trends impacting multiple agencies in a more timely fashion, coordinate the expertise of experienced providers to act as educators and mentors for other organizations to ensure all needs are addressed timely and in unison, provide outreach, and work with Consolidated Plan partners to examine ways to improve conditions that create risk, homelessness, and chronic homelessness among the mentally-ill and other special-needs residents.

DRAFT

**Availability of services targeted to homeless persons and persons with HIV and mainstream services**

| Homelessness Prevention Services | Available in the Community | Targeted to Homeless | Targeted to People with HIV |
|---|---|---|---|
| **Homelessness Prevention Services** | | | |
| Counseling/Advocacy | X | X | |
| Legal Assistance | X | | |
| Mortgage Assistance | X | | |
| Rental Assistance | X | | |
| Utilities Assistance | X | | |
| **Street Outreach Services** | | | |
| Law Enforcement | X | | |
| Mobile Clinics | | | |
| Other Street Outreach Services | | | |
| **Supportive Services** | | | |
| Alcohol & Drug Abuse | X | | |
| Child Care | X | | |
| Education | X | | |
| Employment and Employment Training | X | | |
| Healthcare | X | | |
| HIV/AIDS | X | | |
| Life Skills | X | | |
| Mental Health Counseling | X | | |
| Transportation | | | |
| **Other** | | | |
| Other | | | |

**Table 51 - Homeless Prevention Services Summary**

**Describe how the service delivery system including, but not limited to, the services listed above meet the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth)**

As a member of the Omaha metro area, the Threshold Continuum of Care for the Homeless (Threshold) coordinates the activities for the jurisdiction's continuum of care. The community-wide partnership formed through the agencies that comprise Threshold that services are coordinated and extended to homeless persons. When an individual enters a shelter, they work with a case manager to assess their situation, stabilize their housing, and connect them services to address their needs.

Threshold provides services through the service delivery system outlined above with housing provided by numerous shelter such as Open Door Mission, Siena House, Stephen Center, and the Francis Center and Heartland Family Service, and VA Housing Programs; mental health services provided by Community Alliance, Lutheran Family Services, Lasting Hope Recovery Center and the VA Mental Health Clinic; emergency services provided by WCA (Women Against Violence), Heartland Family Services, Youth

DRAFT

Emergency Services, Alcoholic Anonymous, Veterans Outreach Program, Together Inc, and Salvation Army; legal services provided by Legal Aid of Nebraska; medical services provided by Baright Shelter Clinic, Charles Drew: Campus for Hope, Nebraska Health and Human Services, Renaissance Clinic, Nebraska AIDS Project, and One World Health Center; employment assistance provided by Heartland Workforce Solutions and Metro Community College; and youth services provided by Child Saving Institute Crisis Center, Yes Drop-in Center, Youth Emergency Services Center, and Heartland Family Services. This list is not all inclusive and as new services and services providers are identified they will be added to the list.

**Describe the strengths and gaps of the service delivery system for special needs population and persons experiencing homelessness, including, but not limited to, the services listed above**

The Threshold provides a coordinated effort to address needs through their extensive list of providers and collaborators which strengthens the delivery system. Bellevue depends on this organization to assist when needs arise in the community for which services are not available or the City needs assist identifying the proper outlet to request assistance. The homeless shelters have case managers with accesses to a wide variety of services to assist those with special needs.

The reporting of data and statistics for Bellevue specifically is a gap which hinders the City's ability to identify needs and then apply for funding to address the need. Unfortunately, transportation is a major gap in the service delivery system for the Bellevue area. As identified during community input sessions for the Consolidated Plan, services for special needs are limited in Bellevue and most have to travel into Omaha for services. There is one public transportation bus line that runs in Bellevue providing transportation into Omaha.

Public housing is limited in Bellevue due to the number of units, and for those with special needs it is even more limited. The City needs to assist with identifying and developing additional affordable housing units specifically for transitional housing needs, cost burdened households, and lessoning the time and need for waiting list for affordable units.

**Provide a summary of the strategy for overcoming gaps in the institutional structure and service delivery system for carrying out a strategy to address priority needs**

The City of Bellevue is working with are providers to gather information and coordinates efforts to reach those who have special needs and other persons who may be experiencing homelessness. Bellevue hopes to develop a data driven effort to address specific needs in the community. Increased emphasis is being placed on data and statistics with the decrease in available funding to address needs. Bellevue is

DRAFT

also working to create a stronger relationship with Threshold and become better educated on the services and implementation of a work plan to identify where the City can assist with addressing needs with limited funding.

To address housing needs, the City is working with the Bellevue Housing Authority to develop new and innovative was to address the needs with limited funding. Discussions to address the housing needs are ongoing and will move forward as sources of funding are identified.

The City is also working with MAPA to address the transportation concerns in Bellevue. As part of the Heartland 2050 plan, Bellevue has voiced its concern regarding lack of transportation services between Omaha and surrounding communities. It is anticipated this plan will assist with identifying a quality approach to addressing this issue and allowing the City to identify a best practice for addressing the need.

DRAFT

## SP-45 Goals Summary – 91.215(a)(4)

### Goals Summary Information

DRAFT

| Sort Order | Goal Name | Start Year | End Year | Category | Geographic Area | Needs Addressed | Funding | Goal Outcome Indicator |
|---|---|---|---|---|---|---|---|---|
| 1 | Increase Affordable Housing Opportunities | 2019 | 2023 | Affordable Housing | City of Bellevue | Increase Affordable Housing Opportunities | CDBG: $65,000 | Homeowner Housing Added: 2 Household Housing Unit |
| 2 | Sustain Current Affordable Housing | 2019 | 2023 | Affordable Housing | City of Bellevue | Increase Affordable Housing Opportunities | CDBG: $100,000 | Homeowner Housing Rehabilitated: 10 Household Housing Unit |
| 3 | Public Facilities and Infrastructure Improvements | 2019 | 2023 | Non-Housing Community Development | City of Bellevue | Improve Public Infrastructure and Facilities | CDBG: $550,000 | Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 1165 Persons Assisted |
| 4 | Removal of Barriers to Accessibility | 2019 | 2023 | Non-Housing Community Development | City of Bellevue | Improve Public Infrastructure and Facilities | CDBG: $200,000 | Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 1400 Persons Assisted |
| 5 | Rehabilitation of Commercial Buildings | 2019 | 2023 | Non-Housing Community Development | City of Bellevue | Encourage Economic Development | CDBG: $100,000 | Facade treatment/business building rehabilitation: 2 Business |
| 6 | Increase Employment Opportunities | 2019 | 2023 | Non-Housing Community Development | City of Bellevue | Encourage Economic Development | CDBG: $125,000 | Jobs created/retained: 10 Jobs |
| 7 | Provide Community/Neighborhood Services | 2019 | 2023 | Non-Homeless Special Needs | City of Bellevue | Increase and Expand Public Service Availability | CDBG: $110,000 | Public service activities other than Low/Moderate Income Housing Benefit: 100 Persons Assisted |

DRAFT

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| **8** | Fair Housing Outreach | 2019 | 2023 | Non-Housing Community Development | City of Bellevue | Increase and Expand Public Service Availability | CDBG: $30,000 | Other: 1 Other |
| **9** | Planning and Administration | 2019 | 2023 | Administration | City of Bellevue | Planning and Administration | CDBG: $250,000 | Other: 5 Other |

**Table 52 – Goals Summary**

## Goal Descriptions

| | | |
|---|---|---|
| **1** | **Goal Name** | Increase Affordable Housing Opportunities |
| | **Goal Description** | Increase rehabilitation of existing commercial building to encourage growth and redevelopment of current commercial corridors. |
| **2** | **Goal Name** | Sustain Current Affordable Housing |
| | **Goal Description** | Increase employment opportunities for residents through new development and expansion of existing business and assistance with existing job opportunities. |
| **3** | **Goal Name** | Public Facilities and Infrastructure Improvements |
| | **Goal Description** | Assist with the identifying the need and expanding accessibility and availability of transportation options. |
| **4** | **Goal Name** | Removal of Barriers to Accessibility |
| | **Goal Description** | Improve and expand the availability and sustainability of public facilities and infrastructure in previously developed areas of the community. |
| **5** | **Goal Name** | Rehabilitation of Commercial Buildings |
| | **Goal Description** | *AFFH GOAL - Identify prospects to address Bellevue's aging infrastructure and necessary updates to ensure all residents have accessibility to services.* |

DRAFT

| | | |
|---|---|---|
| **6** | **Goal Name** | Increase Employment Opportunities |
| | **Goal Description** | Sustain the current available housing unit by providing assistance to low- and moderate-income houseowners to maintain and improve homes. |
| **7** | **Goal Name** | Provide Community/Neighborhood Services |
| | **Goal Description** | Increase the development of affordable housing units through ownership and rental opportunities. *AFFH Goal: Increase affordable housing opportunities to expand housing choice by increasing quality and quantity of affordable housing units and the number of participating landlords in the jurisdiction* |
| **8** | **Goal Name** | Fair Housing Outreach |
| | **Goal Description** | *Increase homeownership opportunities through financial literacy and promoting equitable access to credit and home lending* |
| **9** | **Goal Name** | Planning and Administration |
| | **Goal Description** | Provide funding to administer and plan CDBG funded activities and program successfully. |

**Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.315(b)(2)**

The City of Bellevue does not receive HOME federal grant funds but intends to research options and opportunities to apply for additional funds under programs such as the HOME program. The City will continue to work to promote and expanded affordable housing to all extremely low-, low-, and moderate-income households during the next five-year Consolidated Plan.

DRAFT

## SP-50 Public Housing Accessibility and Involvement – 91.215(c)

### Need to Increase the Number of Accessible Units (if Required by a Section 504 Voluntary Compliance Agreement)

As provided by the Bellevue Housing Authority, there is no agreement or requirement to increase the number of accessible units by Section 504 Voluntary Compliance.

### Activities to Increase Resident Involvements

The City of Bellevue will continue working closely with the Bellevue Housing Authority to address the importance of resident involvement and promote fair housing information among the residents. Programs funded by the City of Bellevue will be promoted among the residents to increase involvement in city events and activities. Businesses receiving CDBG funding assistance for economic development and job growth purposes are encouraged to include Public Housing resident outreach in their recruitment strategy.

### Is the public housing agency designated as troubled under 24 CFR part 902?

No

### Plan to remove the 'troubled' designation

No

DRAFT

## SP-55 Barriers to affordable housing – 91.215(h)

### Barriers to Affordable Housing

The City's location, variety of housing prices and types, relatively low unemployment and crime rates, good schools and amenities, and close proximity to Offutt Air Force Base have contributed to strong housing market. With of a few small exceptions, the City contains limited large tracts of vacant land for residential development. The overwhelming majority of new single family and multifamily construction occurs outside the city limits in Extra Territorial Jurisdiction, as explained previously in the Housing Market Analysis.

The City of Bellevue completed a Comprehensive Plan that identified the housing goals as to contribute to the metropolitan job-housing balance and create more choice for all types of housing (single family, multi family, apartments, new construction, rehabilitation) to better serve the increasingly diverse citizens of Bellevue. As the City updates its Comprehensive Plan on a regular basis, it will continue to look at creative planning and design for neighborhoods to encourage meeting these goals.

Public regulatory policies such as zoning ordinances and subdivision regulations can directly or indirectly affect affordability by controlling supplies of residential land, the intensity and character of its use, and many of the costs in developing, owning, and renting housing. The City of Bellevue does not consider public development policies and regulations to be major barriers to the provision of affordable housing. During the creation of land development policies, the City takes into account their impacts on all its citizens.

Barriers also include those not associated with public policy. This includes the limited Section 8 vouchers and publicly assisted housing, limited public transportation to business centers, and the limited funding available for the development of additional affordable housing units as the community's population and need grows.

### Strategy to Remove or Ameliorate the Barriers to Affordable Housing

To address the barriers to affordable housing, the City of Bellevue will continue to work with partners to educate the public regarding affordable housing and fair housing information to ensure that all barriers have been identified. The City will place high focus and priority on economic development as part of the Consolidated Plan to assist will increasing income levels to fill the gap between available resources and housing costs. Included in this plan includes a priority to addressing affordable housing by increasing and improving the available housing stock and expanding rental housing opportunities. The City will also work with partner organizations to increase the housing development efforts through vacant land purchases, infill development and supportive infrastructure needs.

DRAFT

## SP-60 Homelessness Strategy – 91.215(d)

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

The City of Bellevue has identified a need to recognize and provide data for the homeless population and needs specifically in the Bellevue community. The City of Bellevue will work with Threshold and other homeless assistance providers to develop a reporting system to obtain these numbers and assess needs for specific communities. With the increase in data, reports and finding derived from data will be more meaningful and present a more accurate picture of the homeless population which will assist with the application to and obtaining of funds to address the needs.

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

Addressing emergency and transitional housing needs of homeless persons transitioning to permanent housing is a goal of Threshold. Through coordination and organization partnerships and can be achieved by increasing access to permanent housing options and equipping participants with the economic resources and tools necessary for long-term housing stability. While in programs, participants receive structured services to mitigate barriers to housing such as education/training, substance abuse counseling, health care, and mental health services.

### 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 will work with Threshold to assist homeless persons make the transition to permanent housing and independent living. Given the consultative input from the community and other providers that additional shelters and services were a low priority while transitional housing was greater need. With the only receipt of funds being from CDBG, the City will work with the continuum of care to increase planning and grant writing to address the needs in Bellevue. It is the anticipated outcome from coordinating collaborative efforts and conversation among service provides serving homeless, veterans, youth, families, housing and shelter providers, institutions potentially discharging into homelessness, and at-risk support providers, that an integrated and coordinated case management system can be developed that addresses the individual and complex needs of Bellevue residents experiencing homelessness. One of the priority goals of the Consolidated Plan is the expansion and rehabilitation of affordable rental housing which would assist with providing additional housing for those in need of permanent housing.

DRAFT

**Help low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families who are likely to become homeless after being discharged from a publicly funded institution or system of care, or who are receiving assistance from public and private agencies that address housing, health, social services, employment, education or youth needs**

The City of Bellevue's strategy focuses on coordinating collaborative conversations and efforts amongst the many separate agencies serving homeless, veterans, youth, families, housing and shelter providers, institutions potentially discharging into homelessness, and at-risk support providers, to develop a coordinated case management system that addresses the individual and needs of residents experiencing homelessness.

DRAFT

## SP-65 Lead based paint Hazards – 91.215(i)

With the age of the housing unit available in Bellevue, the need for lead base paint hazard testing and remediation has been identified as part of the Consolidated Plan. To assist with addressing LBP hazards, the City of Bellevue will work to incorporate lead paint hazard inspection, testing, preparation of abatement specifications, and financial assistance for abatement in all housing development programs. With limited funding levels, the City will work to identify community partners and additional funding sources to expand LBP efforts.

### How are the actions listed above related to the extent of lead poisoning and hazards?

Due to the age of the housing in Bellevue, there is a need to address Lead Based Paint (LBP) hazards much in excess of available resources. Currently testing levels show elevated levels of lead-based paint in children in census tracts in Omaha which has provided them with data needed to apply for grants through HUD to remediate lead-based paint in those census tracts. While the City of Bellevue does have older housing stock, lead based paint assistance is provided on a case-by-case basis.

### How are the actions listed above integrated into housing policies and procedures?

These actions were a key part of the City's Owner-Occupied Housing Rehabilitation program and procedures and are integrated into housing rehabilitation programs funded through CDBG. The Program required assessment and abatement of LBP hazards in all rehabilitation projects. With the exhaustion of funding, the program was closed, but the City continues to explore other funding sources that may be used to address the problems associated with lead-based paint and lead poisoning in children.

DRAFT

## SP-70 Anti-Poverty Strategy – 91.215(j)

### Jurisdiction Goals, Programs and Policies for reducing the number of Poverty-Level Families

As in the above sections in this Consolidated Plan, there are various social service programs, some of which are funded in part with CDBG funds, to address the needs of people living in poverty. Also, as described, the primary reason that people are living in poverty is the lack of income needed to afford life's necessities. As identified in the Needs Analysis, the primary need in Bellevue for households is cost burden, with people paying over 30% and often over 50% of income for housing.

This Consolidated Plan includes goals and programs to improve the financial independence of individuals and families experiencing poverty by focusing on the economic development, business development and the housing market needs to supplement services provided by various organizations in the community and metro area. The identified priorities to address this need include: focusing on economic development efforts to increase job opportunities and business growth to increase incomes of those low- and moderate-income families; coordinate with organizations providing services to poverty-level families to identified and address unmet needs in the Bellevue community; and, provide assistance to alleviate housing needs and hazards for low- and moderate-income families.

### How are the Jurisdiction poverty reducing goals, programs, and policies coordinated with this affordable housing plan

As the lead agency, the City of Bellevue coordinates CDBG plans, goals, and programs with Consolidated Plan partners, residents, continuum of care, public and private agencies, governmental organizations, non-profit organizations, civic and business leaders, elected officials and other community members to utilize dollars in the most efficient way to address the needs for low- to moderate-income people using the limited resources and funding available.

DRAFT

## SP-80 Monitoring – 91.230

**Describe the standards and procedures that the jurisdiction will use to monitor activities carried out in furtherance of the plan and will use 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 the CDBG projects and subrecipients, carries out the day-to-day operations, and implementation of funded activities. Project oversight and monitoring is accomplished using a system of internal controls that separate duties. In addition, the CDBG Program Specialist is developing a CDBG Procedural Manual to ensure consistency in the administration of the program. All purchasing, including purchases under the CDBG Program, are subject to the City's Purchasing Policy. Small purchases in the aggregate follow documented price and rate quote processes. Purchases of goods and service in excess of the purchase ceiling follow formal RFQ, RFP or closed sealed bid processes and are subject to Council approval.

The monitoring process will 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 in order to assess strengths, weaknesses, performance capabilities and accomplishments. Information gained from the review will give 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 will be utilized.

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 contract is executed and several forms of subrecipient monitoring are undertaken.

On-going monitoring will be conducted for all subrecipients receiving CDBG funds via phone and e-mail conversations, pre-award review, invoice submissions, quarterly beneficiary reports, and on-site monitoring. Quarterly Reports will be required and act as progress reports addressing outputs, demographic data, and program funding specifics, as well as HUD-defined Performance Measures & Indicators. Prior to the execution of contracts with subrecipients, the CDBG 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.

DRAFT

# Expected Resources

## AP-15 Expected Resources – 91.220(c)(1,2)

### Introduction

The 2024 Action Plan will be the first year of 2024-2028 Consolidated Plan. The Action Plan addresses the proposed programs, projects, and activities that will be undertaken with the resources anticipated to be available in the proposed budget. The City of Bellevue anticipates receiving $315,504 in CDBG funds in FY 2024-2025. These funds will be used to fund eligible community development projects in low- and moderate-income areas or to benefit low- and moderate-income families and households. Based on the priorities and needs identified, funds

DRAFT

are anticipated to be allocated as follows:

- maximum of 20% will be allocated to planning, administration, and governmental compliance, such as fair housing studies, ect.
- 30% to encourage business and job growth through economic development projects
- 30% for improvements to public facilities or building improvements to encourage development
- 20% or more for improving or expanding affordable housing

## Anticipated Resources

| Program | Source of Funds | Uses of Funds | Expected Amount Available Year 1 | | | | Expected Amount Available Remainder of ConPlan $ | Narrative Description |
|---|---|---|---|---|---|---|---|---|
| | | | Annual Allocation: $ | Program Income: $ | Prior Year Resources: $ | Total: $ | | |
| CDBG | public - federal | Admin and Planning<br>Economic Development<br>Housing<br>Public Improvements<br>Public Services | 315,504 | 0 | 0 | 315,504 | 0 | CDBG funding will be used throughout the city limits for priorities outlined in the Consolidated Plan and will be leveraged with other federal, local or private funding sources. |
| Other | public - federal | Other | 0 | 0 | 0 | 0 | 0 | |

**Table 53 - Expected Resources – Priority Table**

**Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied**

DRAFT

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 a match to a funding request but does emphasize providing leveraged funding from projects seeking CDBG funds and take into consideration any leverage funding presented as part of a proposed activity budget. Agencies are requested to identify their efforts to obtain additional resources to assist with their projects during the application process.

The City does encourage and support community organizations to seek other grants to through private, public, state and federal grants to supplement CDBG improvement projects. In the 2024 Action Plan, the projects have proposed leveraging funds in the amount of $122,200.00. 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.

DRAFT

**If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan**

The City of Bellevue owns land throughout the community, much of which is utilized for various parks, ball fields, trails and other recreation facilities. As needs are identified, the City of Bellevue considers all possible projects and activities to assist with addressing the needs to the benefit of all citizens and the utilization of publicly owned land for projects as leverage.

During the 2024 program year, the City anticipates completing activities on publicly owned right of ways for the sidewalk improvement project and on privately-owned land to assist projects for housing rehabilitation assistance.

**Discussion**

DRAFT

# Annual Goals and Objectives

## AP-20 Annual Goals and Objectives

DRAFT

## Goals Summary Information

| Sort Order | Goal Name | Start Year | End Year | Category | Geographic Area | Needs Addressed | Funding | Goal Outcome Indicator |
|---|---|---|---|---|---|---|---|---|
| **1** | Public Facilities and Infrastructure Improvements | 2024 | 2028 | Non-Housing Community Development | City of Bellevue | Improve Public Infrastructure and Facilities | CDBG: $73,179 | Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 2050 Persons Assisted |
| **2** | Provide Community/Neighborhood Services | 2024 | 2028 | Non-Homeless Special Needs | City of Bellevue | Increase and Expand Public Service Availability | CDBG: $47,325 | Public service activities other than Low/Moderate Income Housing Benefit: 90 Persons Assisted |
| **3** | Increase Affordable Housing Opportunities | 2024 | 2028 | Affordable Housing | City of Bellevue | Increase Affordable Housing Opportunities | CDBG: $50,000 | Homeowner Housing Rehabilitated: 4 Household Housing Unit |
| **4** | Increase Affordable Housing Opportunities | 2024 | 2028 | Affordable Housing | City of Bellevue | Increase Affordable Housing Opportunities | CDBG: $40,000 | Other: 1 Other |
| **5** | Expanded Economic Opportunities | 2024 | 2028 | Non-Housing Community Development | City of Bellevue | Encourage Economic Development | CDBG: $50,000 | Facade treatment/business building rehabilitation: 4 Business |
| **6** | Planning and Administration | 2024 | 2028 | Administration | City of Bellevue | Planning and Administration | CDBG: $55,000 | Other: 1 Other |

**Table 54 – Goals Summary**

## Goal Descriptions

DRAFT

| | | |
|---|---|---|
| 1 | **Goal Name** | Public Facilities and Infrastructure Improvements |
| | **Goal Description** | In the 2024 Action Plan, funding has been allocated to address public infrastructure improvements in central Bellevue. The activity includes the implementation of planning and construction of new and improved sidewalks and curb ramps to improve and expand the availability and sustainability of infrastructure in previously developed areas of the community. This activity will also address public facilities that are not up to existing standards to create sustainable neighborhoods. |
| 2 | **Goal Name** | Provide Community/Neighborhood Services |
| | **Goal Description** | Included in the 2024 Action Plan are activities to address community and neighborhood service needs. Three activities were funded to provide public services to the community specifically for low- and moderate-income families. |
| 3 | **Goal Name** | Increase Affordable Housing Opportunities |
| | **Goal Description** | In the 2024 Action Plan, one activity was funded to assist with address the need for affordable housing in Bellevue. The activity includes funding for capacity building to increase community partnerships with organizations and developers to identify housing needs through the development of new affordable housing. |
| 4 | **Goal Name** | Rehabilitation of Commercial Buildings |
| | **Goal Description** | In the 2024 Action Plan, funding was allocated to set up a business assistance fund for expansion of business and rehabilitation of commercial buildings through facade improvements and code corrections. The funds will be available by application on a first-come, first-serve basis. |
| 5 | **Goal Name** | Increase Affordable Housing Opportunities |
| | **Goal Description** | In the 2024 Action Plan, one activity was funded to assist with address the need for affordable housing in Bellevue. The activity includes funding for capacity building to increase community partnerships with organizations and developers to identify housing needs through the development of new affordable housing. |
| 6 | **Goal Name** | Planning and Administration |
| | **Goal Description** | Funding in the Action Plan was provided for planning and administration for the funded activities to ensure the successful administration of the CDBG program. |

DRAFT

# Projects

## AP-35 Projects – 91.220(d)

### Introduction

During the 2024 Action Plan, the City of Bellevue will administer seven projects that received CDBG entitlement funding. Focus and resources will be on the following priority areas:

- Improvement of existing public facilities,
- Provide community public services,
- Encourage new housing development and rehabilitation,
- Promote economic development, and
- Administration of the CDBG program.

The allocation of funds for the following projects are closely aligned with the needs identified in the needs assessment and housing market analysis, and through input contributed by stakeholders and citizens who participated in the development of the Consolidated Plan. The objectives and outcomes for each proposed activity in 2024 may be found in section AP-38 Project Summary.

**Projects**

| # | Project Name |
|---|---|
| 1 | Harvell Drive Sidewalk Improvements |
| 2 | Habitat for Humanity Home Repair Program |
| 3 | BPS Family Literacy Program |
| 4 | Lift Up Family Assistance Program |
| 5 | All Seasons Assistance for Vulnerable Adults |
| 6 | Bellevue Economic Enhancement Small Business Assistance Program |
| 7 | Housing Development Capacity Building Assistance |
| 8 | Program Administration |

**Table 55 – Project Information**

### Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The City of Bellevue selected priority goals during the Consolidated Plan process. During the allocation of funding for the 2024 Action Plan, the City utilized a competitive application process. To address the identified priority needs, the City of Bellevue has chosen to make available CDBG funds annually through an application process. The City accepts application from eligible organizations, which are then reviewed by staff and a CDBG Committee who determine a funding recommendation. CDBG staff determine eligibility and feasibility of each application and then distribute the application to the CDBG Committee for review based on the committee funding philosophy which includes consideration of: comparability with outlined priorities, defined objects, realistic scope, benefit to the community and LMI residents,

DRAFT

levering of dollars, duplication of services and effectiveness of partnerships, process of evaluations, organization capacity, and readiness for implementation. A recommendation was then made to the Bellevue City Council for consideration. The Bellevue City Council made final approval of projects and Annual Action Plans.

DRAFT

## AP-38 Project Summary

### Project Summary Information

| | | |
|---|---|---|
| **1** | **Project Name** | Harvell Drive Sidewalk Improvements |
| | **Target Area** | City of Bellevue |
| | **Goals Supported** | Public Facilities and Infrastructure Improvements |
| | **Needs Addressed** | Improve Public Infrastructure and Facilities |
| | **Funding** | CDBG: $73,179 |
| | **Description** | The proposed project includes the implementation of construction of new and improved 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. |
| | **Target Date** | 12/31/2025 |
| | **Estimate the number and type of families that will benefit from the proposed activities** | The proposed project will benefit a total population of the project area which is 2,050. Of the total population 54% are low- and moderate-income households. |
| | **Location Description** | The project will be located in north central Bellevue with the target area of Census Tract 101.05, Block Group 3. |
| | **Planned Activities** | The CDBG funding will be utilized to assist with the installation of sidewalk and curb ramps in a low- and moderate-income neighborhood. |
| **2** | **Project Name** | Habitat for Humanity Home Repair Program |
| | **Target Area** | City of Bellevue |
| | **Goals Supported** | Increase Affordable Housing Opportunities |
| | **Needs Addressed** | Increase Affordable Housing Opportunities |

DRAFT

| | | |
|---|---|---|
| | **Funding** | CDBG: $50,000 |
| | **Description** | The proposed project will assist with emergency housing rehabilitation on four structures for owner occupied housing units that meet income requirements. |
| | **Target Date** | 12/31/2025 |
| | **Estimate the number and type of families that will benefit from the proposed activities** | The project will assist four low- and moderate-income owner-occupied households with rehabilitation projects. |
| | **Location Description** | The proposed project is located city wide. |
| | **Planned Activities** | The proposed project will assist with housing rehabilitation for four households. |
| **3** | **Project Name** | BPS Family Literacy Program |
| | **Target Area** | City of Bellevue |
| | **Goals Supported** | Provide Community/Neighborhood Services |
| | **Needs Addressed** | Increase and Expand Public Service Availability |
| | **Funding** | CDBG: $20,000 |
| | **Description** | The program will provide funding to benefit low- and moderate-income adults with acquiring English proficiency to support their children's educational needs and increase opportunities for employment. |
| | **Target Date** | 12/31/2025 |
| | **Estimate the number and type of families that will benefit from the proposed activities** | The proposed project will provide 70 low- and moderate-income households with education assistance. |

DRAFT

| | | |
|---|---|---|
| | **Location Description** | The program will be available to eligible households within the city limits of Bellevue. |
| | **Planned Activities** | The proposed program will provide for financial assistance to low- and moderate-income households to participate in English as a second language classes. |
| **4** | **Project Name** | Lift Up Family Assistance Program |
| | **Target Area** | City of Bellevue |
| | **Goals Supported** | Provide Community/Neighborhood Services |
| | **Needs Addressed** | Increase and Expand Public Service Availability |
| | **Funding** | CDBG: $13,662.50 |
| | **Description** | The proposed project will support public service programs for vulnerable adults including seniors, homeless, and those with special needs in Bellevue with access to services and transportation needs. |
| | **Target Date** | 12/31/2025 |
| | **Estimate the number and type of families that will benefit from the proposed activities** | The proposed project will assist approximately 10 low- and moderate-income households with assistance for needs. |
| | **Location Description** | The proposed project will be available to households within the city limits of Bellevue. The program will operate out of the foundation offices in Olde Towne Bellevue at 119 West Mission Ave Suite F, Bellevue, NE 68005. |
| | **Planned Activities** | The proposed project will provide assistance to vulnerable adults who are low- and moderate-income with needs such as social services and transportation. |
| **5** | **Project Name** | All Seasons Assistance for Vulnerable Adults |
| | **Target Area** | City of Bellevue |
| | **Goals Supported** | Provide Community/Neighborhood Services |
| | **Needs Addressed** | Increase and Expand Public Service Availability |

DRAFT

| | | |
|---|---|---|
| | **Funding** | CDBG: $13,662.50 |
| | **Description** | The proposed project will support public service programs for vulnerable adults including seniors, homeless, and those with special needs in Bellevue with access to services and transportation needs. |
| | **Target Date** | 12/31/2025 |
| | **Estimate the number and type of families that will benefit from the proposed activities** | The proposed project will assist approximately 10 low- and moderate-income households with assistance for needs. |
| | **Location Description** | The proposed project will be available to households within the city limits of Bellevue. The program will operate out of the foundation offices in Olde Towne Bellevue at 119 West Mission Ave Suite F, Bellevue, NE 68005. |
| | **Planned Activities** | The proposed project will provide assistance to vulnerable adults who are low- and moderate-income with needs such as social services and transportation. |
| **6** | **Project Name** | Bellevue Economic Enhancement Small Business Assistance Program |
| | **Target Area** | City of Bellevue |
| | **Goals Supported** | Provide Community/Neighborhood Services |
| | **Needs Addressed** | Expanded Economic Opportunities |
| | **Funding** | CDBG: $50,000 |
| | **Description** | The proposed project will provide assist to help small businesses with resources to make improvements to locations and expand employment opportunities. |
| | **Target Date** | 12/31/2025 |
| | **Estimate the number and type of families that will benefit from the proposed activities** | The proposed project will assist approximately 4 businesses with assistance for improvement and expansion projects. |

DRAFT

| | | |
|---|---|---|
| | **Location Description** | The proposed project will be available to businesses within the city limits of Bellevue. The project in located at Bellevue Chamber of Commerce office at 1036 Bruin Boulevard #119, Bellevue, NE 68005 |
| | **Planned Activities** | The proposed project will provided financial assistance to businesses for improvement and expansions to provided expanded economic opportunities. |
| 7 | **Project Name** | Housing Development Capacity Building Assistance |
| | **Target Area** | City of Bellevue |
| | **Goals Supported** | Increase Affordable Housing Opportunities |
| | **Needs Addressed** | Increase Affordable Housing Opportunities |
| | **Funding** | CDBG: $40,000 |
| | **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. |
| | **Target Date** | 12/31/2025 |
| | **Estimate the number and type of families that will benefit from the proposed activities** | The proposed project will assist one organization with capacity building assistance. |
| | **Location Description** | The project will be directed city wide within Bellevue. The project office is within the Housing Foundation for Sarpy County offices located at 8214 Armstrong Circle, Bellevue, NE 68147. |
| | **Planned Activities** | The proposed project assist with the employment of a development coordinator. |
| 8 | **Project Name** | Program Administration |
| | **Target Area** | City of Bellevue |
| | **Goals Supported** | Planning and Administration |
| | **Needs Addressed** | COVID-19 Preparation, Prevention, and Response |

DRAFT

| | | |
|---|---|---|
| | **Funding** | CDBG: $50,000 |
| | **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. |
| | **Target Date** | 12/31/2024 |
| | **Estimate the number and type of families that will benefit from the proposed activities** | NA |
| | **Location Description** | The City of Bellevue CDBG Program Administration Office is located at 1500 Wall Street, Bellevue, NE 68005. |
| | **Planned Activities** | The planned activities include administration of the CDBG program. |

DRAFT

## AP-50 Geographic Distribution – 91.220(f)

### Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Allocations for CDBG funding are typically based geographically only when an application is eligible for a project primarily benefitting low-and-moderate income area that meets the priorities of the Consolidated Plan. Of the eight projects funded during the 2024 fiscal year, one project, the public infrastructure and improvements activity, is located in central Bellevue along Harvell Drive in a low- and moderate-income census tract. Two public service projects will be available to income qualified households within Bellevue city limits.

### Geographic Distribution

| Target Area | Percentage of Funds |
|---|---|
| City of Bellevue | 100 |

**Table 56 - Geographic Distribution**

### Rationale for the priorities for allocating investments geographically

As outlined in the Consolidated Plan, the City is not targeting specific neighborhoods, but may develop target areas over the period of this plan as several local initiatives develop more specific revitalization plans. The City of Bellevue distributes funding through a competitive application process. Emphasis is placed on projects that address high priority 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 which one's best meets identified needs.

### Discussion

The City of Bellevue distributes funding through a competitive application process. Emphasis is placed on projects that 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 which one best meet identified needs. The City accepts applications from eligible organizations which are then reviewed by staff and a CDBG Committee who determines a funding recommendation. CDBG staff determines eligibility and feasibility of each application and then distributes those applications to the committee for review based on the committee's funding philosophy which includes consideration of: comparability with outlines priorities, defined objectives, realistic scope, benefit to the community and LMI residents and leveraging of dollars. The recommendation is then provided to the Bellevue City Council for final approval of the proposed projects for the Action Plan.

DRAFT

# Affordable Housing

## AP-55 Affordable Housing – 91.220(g)

### Introduction

In the Consolidated Plan, the City of Bellevue outlined the priority to maintain and increase affordable housing stock for low- and moderate-income individuals and families. The City identified the goal to address this need of affordable housing with partners to educate the public regarding affordable housing and fair housing information.

During the 2024 Action Plan, funds have been allocated to one project which will focus on increasing the capacity of an organization to address the housing needs in Bellevue. The Housing Foundation for Sarpy County will utilize CDBG funding to assist with obtaining the assistance of a development coordinator to focus on building community relationships that will enhance discussions on affordable housing and identify potential project and locations.

funds have also been allocated to one project which will focus on maintaining and/or increasing the number of affordable housing units available to households within Bellevue. Habitat for Humanity of Sarpy County will address critical housing needs through the rehabilitation of owner-occupied housing units within the city limits of Bellevue. Through the partnership with Habitat for Humanity, the City of Bellevue hopes to continue to reduce the number of substandard housing units, maintain the existing affordable housing stock and contribute to increase independence and quality of life for very low-income households.

| One Year Goals for the Number of Households to be Supported | |
|---|---|
| Homeless | 0 |
| Non-Homeless | 0 |
| Special-Needs | 0 |
| Total | 0 |

**Table 57 - One Year Goals for Affordable Housing by Support Requirement**

| One Year Goals for the Number of Households Supported Through | |
|---|---|
| Rental Assistance | 0 |
| The Production of New Units | 0 |
| Rehab of Existing Units | 4 |
| Acquisition of Existing Units | 0 |
| Total | 4 |

**Table 58 - One Year Goals for Affordable Housing by Support Type**

DRAFT

## Discussion

Affordable housing continues to be a priority for Bellevue. In addition to the funding allocated in the 2024 Action Plan to activities the maintain, develop, and support affordable housing, the City of Bellevue completed a local housing study as required by LB 866 which was approved by the State of Nebraska in August 2020. The CDBG staff worked closely with the Planning Department to ensure all areas of housing are addressed and the need is properly reflected in the study and a final plan was approved in December 2022.

The City of Bellevue, as with many communities across the country, are facing the increasing cost of new construction which hinders efforts for new housing development. The City will continue to work with developers and community partners to develop new avenues to enhance advantages for developers and create additional financial support.

DRAFT

## AP-60 Public Housing – 91.220(h)

### Introduction

The Bellevue Housing Authority is the primary provider of housing to very low-income households in the City. The BHA receives funding on an annual basis from HUD to support the provision of housing, to make repairs on existing properties and to provide programs and supportive services to public housing residents.

### Actions planned during the next year to address the needs to public housing

No CDBG funding is directly allocated to meet public housing needs in fiscal year 2024. The City of Bellevue will support non-profit efforts to construct affordable housing, including the Public Housing Authority, by assisting in the identification of vacant or abandoned properties and lots for home building purposes and other areas as needed. During the 2024 fiscal year, the City will continue to support Habitat for Humanity of Sarpy County and the Housing Foundation for Sarpy County and their efforts to increase and sustain affordable housing within Bellevue.

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

The City of Bellevue will continue working closely with the Bellevue Housing Authority to address the importance of resident involvement and promote fair housing information among the residents. With limited funding available, the City of Bellevue has not funded a project to encourage public housing residents to become more involved in management and to participate in homeownership.

All programs funded by the City of Bellevue will be promoted among the residents to increase involvement in city events and activities, specifically economic development and job growth activities will be encouraged to include Public Housing resident outreach in their recruitment strategy.

### If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

The Bellevue Housing Authority is not identified as troubled by HUD.

### Discussion

DRAFT

## AP-65 Homeless and Other Special Needs Activities – 91.220(i)

### Introduction

The City of Bellevue relies on the Threshold Continuum of Care for the Homeless (Threshold) to assist with providing activities and projects directly to the homeless and other special needs population. Threshold most recently updated the 10-year plan to end homelessness in 2015. This updated ensured compliance with the federal strategic plan to prevent and end homelessness. The City of Bellevue actively participated to ensure all needs are identified and addressed within the jurisdiction. In the updated 10 Year Plan, the following four overarching goals were identified:

- End Chronic Homelessness
- End Veteran Homelessness
- End child, family, and youth homelessness
- Set a path to reducing overall homelessness

One needs according to service providers and shelters is increased awareness of existing resources available to meet the needs of the homeless throughout the metropolitan area. The City of Bellevue plans to continue efforts working with the Continuum of Care and area agencies to improve data regarding Bellevue and Sarpy County in order to better understand the need and coordinate efforts to address these needs. With the increased data availability, the information will be more useful and present a more accurate picture of the homeless population in order to match needs with projects and identify funding sources for projects.

In addition to the 10-year plan, Threshold was selected to participate in the national Zero 2016 Campaign to end chronic and veteran homelessness by creating a national tipping point to prove that success is possible, ultimately motivating all communities to end veteran homelessness and end chronic homelessness one year later.

### Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

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

The City of Bellevue will continue to work with Threshold to identify areas where assistance can be provided beyond that of funding.

During the 2024 fiscal year, the City has provided assistance to Habitat for Humanity of Sarpy County to restore affordable housing units through the rehabilitation of a single-family housing units. Through the production and redevelopment of housing units, the City will provide additional affordable housing for

DRAFT

families facing homelessness or that are already homeless.

The City also relies on its network of providers who are members of the Threshold. As these are the agencies and organizations who workday to day with the homeless, they are most capable of reaching out to the homeless population and assessing their individual needs.

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

The City of Bellevue does not receive Emergency Shelter Grant funds and has not committed CDBG funding to add shelters and housing in this annual action plan. Instead, the City will work with Threshold to increase their participation in available area non-profit organization planning, operational cost estimating, grant writing and other skills classes that will help the City understand the needs and provide greater assistance to shelters to increase funding, effectively and efficiently plan costs, and make the most of limited funding while preserving or increasing services. In addition to working with Threshold, the City will continue to work with all partners in the Affirmatively Further Fair Housing Plan to develop activities and provide support to addressing the needs of homeless in Bellevue.

### 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 Bellevue Housing Authority administers the housing voucher program for the Bellevue community. The City will work with Threshold to identify gaps in service for Bellevue as a part of the 10-year plan to end homelessness. As gaps are identified, Bellevue will work with area agencies to develop programs and projects to help address the need and end homelessness.

### Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: 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); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

With CDBG Coronavirus funding, the City of Bellevue partnered with subrecipients to offer housing assistance programs that covered rental and mortgage payments in an effort to assist low- and moderate-income persons and households to remain in their homes and not become homeless. This activity prevented a household from facing homelessness and allow the use of limited funding for other needs such as food and utilities. The funding has been exhausted and the City has continued to look for

DRAFT

avenues to assist households facing homelessness.

In the 2024 Action Plan, the City provided funding for the Lift Up Family Assistance Program and All Seasons Assistance for Vulnerable Adults to assist low- and moderate-income households with family needs such as transportation assistance, childcare/education assistance, financial education and program coordination to address financial needs through not only the program, but through community partners in order to leverage the funding.

The City will continue to work to identify proposed projects for CDBG funding and how those projects can meet Threshold identified objectives.

**Discussion**

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 has allocated funding in the 2024 Action Plan to the Housing Foundation for Sarpy County to address the need to support the development of affordable housing in Bellevue. The funding will assist with the employment of a Development Coordinator to focus on efforts and build relationships with potential partners. Also funded was Lift Up Sarpy County's Bellevue Community Assistance Program for Vulnerable Adults and Elderly. This program assist with housing, utilities, and transportation needs for low- and moderate-income households to prevent homelessness and provide for basic needs. Another public service program is the All Seasons Assistance for Vulnerable Adults program which will help vulnerable adults including seniors, homeless, and those with special needs with access to social service and transportation services.

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

DRAFT

## AP-75 Barriers to affordable housing – 91.220(j)

### Introduction:

The City of Bellevue is working towards elimination of barriers to all affordable housing. The City recently updated their fair housing ordinance and is working to expand expanded Fair Housing outreach by providing fair housing information brochures at city and public facilities and events, and sponsored public service announcements with media organizations that provide such services to local government. The City monitors local, county, state and federal regulations, policies and ordinances that may directly or inadvertently affect fair housing choice and takes appropriate remedial action as possible.

### Actions it planned 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

The City of Bellevue will continue to provide assistance and funding to private sector and non-profit organizations that support the goal of increasing the supply and availability of affordable housing units and number of available jobs specifically in areas where affordable housing is easily accessible. By increase the economic impact and job opportunities within the city close to affordable housing options, the City hopes to minimize the impact of the public transportation barrier. The City will continue to review it policies to identify any building or zoning codes that present barriers to the development of affordable housing. The City remains committed to removing the negative effects of public policies that serve as barriers to affordable housing.

### Discussion:

DRAFT

## AP-85 Other Actions – 91.220(k)

### Introduction:

Every year, the City of Bellevue looks for innovative, fresh ideas to use CDBG funds to address community needs and provide the biggest benefit for low- and moderate-income persons and community as a whole with the relatively small amount of CDBG funds received. In determine the most advantageous use for the funding, the City of Bellevue takes into consideration different actions to foster and maintain affordable housing, evaluate and reduce lead-based paint hazards, reduce the number of poverty-level families, develop institutional structure, and enhance coordination within the community.

### Actions planned to address obstacles to meeting underserved needs

The City of Bellevue will continue to identify community partners to assist with address the needs of the underserved in the community. By working with these partners and development projects for funding, the City hopes to develop public services offered by organizations within our community to specially address resident's needs.

During this Action Plan, the City awarded three public service project with funding to provided services to underserved needs including those of vulnerable adults, seniors, disabled, families with school aged children, and English as a second language households.

### Actions planned to foster and maintain affordable housing

The City of Bellevue will continue to identify community partners to assist with address the needs of the underserved in the community. The City will continue to work with Rebuilding Together Omaha to identify opportunities to improve affordable housing for elderly homeowners through the rehabilitation programs. In the 2024 Action Plan, funding was provided to Habitat for Humanity of Sarpy County for to assist with the rehabilitation of a single-family housing unit for owner occupied households. Through the assistance to rehabilitate, Habitat will be able to provide an affordable housing unit and Bellevue will benefit from the future property taxes from a habitable housing unit. The City also supported the Housing Foundation for Sarpy County with their efforts to develop new affordable rental housing through community outreach and education by a Development Director.

Working with these partners and development projects for funding, the City hopes to develop public services offered by organizations within our community to specifically address resident's needs.

### Actions planned to reduce lead-based paint hazards

As part of the ongoing program, the City will address lead-based paint hazards in homes receiving rehabilitation assistance when funding is available. The City staff will pursue educational opportunities for lead-based paint to assist with educating contractors of the requirements, identify available trainings

DRAFT

in the area, and work to identify additional funds sources to address this issue. Lead based paint will be addressed in homes receiving rehabilitation assistance through the Habitat for Humanity Home Repair Program.

### Actions planned to reduce the number of poverty-level families

By providing investment in economic development to encourage new or expanding businesses to locate in Bellevue, the long-term jobs for low- and moderate-income residents will be increased which will provide stable employment opportunities and increase financial independent for poverty-level families. As part of the 2024 Action Plan, CDBG funds will be allocated to public service activities to support households as they work to support their families and effort towards self-sufficiency. The City will also provide assistance to a Business Assistance program to help small business with resources to make improvements and expand economic opportunities,

The City will continue to work with the Bellevue Chamber of Commerce and other civic and business leaders to identify opportunity to expand the job opportunities for LMI households and provide necessary assistance such as job training to prepare individuals for those opportunities.

### Actions planned to develop institutional structure

The City strategy is to enhance coordinate partnerships among its Consolidated Plan partners, including health, mental health, homelessness, veteran, elderly, community-based, housing, and state and local government agencies to further examine the causes and demographics of homelessness and risk, assist in developing additional data sources, identify and report trends impacting multiple agencies in a more timely fashion, and provide outreach and education regarding conditions that create risk, homelessness, and chronic homelessness amongst the mentally-ill and other special-needs residents.

### Actions planned to enhance coordination between public and private housing and social service agencies

The City will support the efforts of the Metropolitan Area Continuum of Care for the Homeless and participate in the updates to the 10-year plan to end homelessness and more regularly in their multi agency meetings. More active participation in the Continuum will improve the coordination of the City's Consolidated Plan goals and the Continuum's 10 Year Plan to End Homelessness. During the 2019 flooding crisis, the social services agencies worked together to address the needs of households facing homelessness. Through that crisis, the agencies developed a strong working bond and steps to address the ongoing needs of low-income households as the City moved from addressing a flood crisis to a pandemic response.

### Discussion:

DRAFT

# Program Specific Requirements

## AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

### Introduction:

The 2024 Action Plan includes funding for one administration project and seven additional projects: Harvell Drive Sidewalk Improvements, Habitat for Humanity Housing Rehabilitation Project, Lift Up Sarpy Bellevue Community Assistance Program, All Seasons Assistance for Vulnerable Adults, BPS Family Literacy Program, Bellevue Economic Enhance Business Assistance Program, and Housing Foundation Development Director Assistance.

Of the seven projects, four projects will directly benefit low- and moderate-income persons and households: Habitat for Humanity Housing Rehabilitation Project, BPS Family Literacy Program, All Seasons Assistance for Vulnerable Adults and Lift Up Sarpy Bellevue Community Assistance Program. One project will provide enhanced and expanded public infrastructure to a low- and moderate-income census tract.

**Community Development Block Grant Program (CDBG)**
**Reference 24 CFR 91.220(l)(1)**

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

| | |
|---|---|
| 1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed | 0 |
| 2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan. | 0 |
| 3. The amount of surplus funds from urban renewal settlements | 0 |
| 4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan | 0 |
| 5. The amount of income from float-funded activities | 0 |
| **Total Program Income:** | **0** |

**Other CDBG Requirements**

| | |
|---|---|
| 1. The amount of urgent need activities | 0 |

DRAFT

2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income.Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan. 90.00%

DRAFT

**Appendix A - Alternate/Local Data Sources**

| | |
|---|---|
| 1 | **Data Source Name**<br>HUD FMR and HOME Rents |
| | **List the name of the organization or individual who originated the data set.**<br>HUD |
| | **Provide a brief summary of the data set.**<br>The monthly rent rates are for the Omaha-Council Bluffs, NE-IA HUD Metro FMR which includes Sarpy County and Bellevue, NE. |
| | **What was the purpose for developing this data set?** |
| | **How comprehensive is the coverage of this administrative data? Is data collection concentrated in one geographic area or among a certain population?**<br>This data is for the Omaha-Council Bluffs MSA. |
| | **What time period (provide the year, and optionally month, or month and day) is covered by this data set?**<br>FY 2014 |
| | **What is the status of the data set (complete, in progress, or planned)?**<br>Complete |
| 2 | **Data Source Name**<br>Bellevue Housing Authority |
| | **List the name of the organization or individual who originated the data set.**<br>Bellevue Housing Authority |
| | **Provide a brief summary of the data set.**<br>The Bellevue Housing Authority provided the City of Bellevue with a more accurate account of public housing information. |
| | **What was the purpose for developing this data set?**<br>The data set provides the most accurate, up-to-date data available to the City of Bellevue. |
| | **How comprehensive is the coverage of this administrative data? Is data collection concentrated in one geographic area or among a certain population?**<br>The data is specifically for the City of Bellevue provided by the Bellevue Housing Authority. |
| | **What time period (provide the year, and optionally month, or month and day) is covered by this data set?**<br>The data provided is for the year 2018-2019. |

DRAFT

| | |
|---|---|
| | **What is the status of the data set (complete, in progress, or planned)?**<br>Complete. |
| **3** | **Data Source Name**<br>2018 Point in Time Summary |
| | **List the name of the organization or individual who originated the data set.**<br>Metropolitan Area Continuum of Care for the Homeless (MACCH) |
| | **Provide a brief summary of the data set.**<br>HUD Point in Time count for 2018. All information was gathered and verified in the HMIS except for unsheltered count, domestic violence and youth providers, and Open Door Mission. |
| | **What was the purpose for developing this data set?**<br>The Point-in-Time (PIT) count is a count of sheltered and unsheltered homeless persons on a single night in January. HUD requires that Continuums of Care conduct an annual count of homeless persons who are sheltered in emergency shelter, transitional housing, and Safe Havens on a single night. |
| | **How comprehensive is the coverage of this administrative data? Is data collection concentrated in one geographic area or among a certain population?**<br>The data is collected by MACCH for the identified service area. |
| | **What time period (provide the year, and optionally month, or month and day) is covered by this data set?**<br>The data is collected on a single night in January. |
| | **What is the status of the data set (complete, in progress, or planned)?**<br>Complete. |

DRAFT

## Appendix B: Resolution of Adoption

**A RESOLUTION ADOPTING THE 2024-2028 CONSOLIDATED PLAN FOR COMMUNITY DEVELOPMENT PROGRAMS, INCLUDING THE 2024 ACTION PLAN AND COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM BUDGET FOR THE OCTOBER 2024 – SEPTEMBER 2025 PROGRAM YEAR, AND AUTHORIZING THE MAYOR TO SUBMIT THE PLAN TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.**

**WHEREAS**, the 2024-2028 Consolidated Plan replaces all current planning and application requirements of the Community Planning and Development Programs funded by the U.S. Department of Housing and Urban Development; and

**WHEREAS,** the consolidated programs include Community Development Block Grant; Home Investment Partnership program, Emergency Shelter Grants and Housing Opportunities for Persons with AIDS; and

**WHEREAS,** the City of Bellevue has conducted public hearings and has received public input concerning the development of the Five-Year Consolidated Plan and informed residents of the proposed plan of activities and budget levels included in the Action Plan for Fiscal Year 2024-2025; and

**WHEREAS,** the Five-Year Consolidated Plan contains the HUD Form 424, 424-D; a Housing Market Analysis; a Housing and Homeless Needs Assessment; a Non-Housing Community Needs Assessment; a Strategic Plan and an Annual Action Plan for the current funding year and the required certifications of eligibility for federal assistance.

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

(a) The Council has reviewed the 2024-2028 Consolidated Plan which includes the plan for expenditures of Community Development Block Grant program funds and activities scheduled for October 2019 – September 2024 and find it to be consistent with the overall objectives of the Housing and Community Development Act and local neighborhood redevelopment strategies.

(b) The Council, after evaluation of all the pertinent information presented, authorize the Mayor to submit on behalf of the City of Bellevue, the 2024-2028 Consolidated Plan and 2024 Action Plan for Community Planning and Development Programs for the October 2024 – September 2025 Program Year.

**PASSED, APPROVED AND ADOPTED** by the Mayor and City Council of the City of Bellevue, State of Nebraska, on this 6th day of August 2024.

_____

Rusty Hike, Mayor, Bellevue, NE

(SEAL)
ATTEST:

_____

Susan Kluthe, City Clerk

DRAFT

**Appendix C: SF424, SF424D and Certifications**

DRAFT

OMB Number: 4040-0004
Expiration Date: 11/30/2025

## Application for Federal Assistance SF-424

* 1. Type of Submission:
- [ ] Preapplication
- [x] Application
- [ ] Changed/Corrected Application

* 2. Type of Application:
- [x] New
- [ ] Continuation
- [ ] Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

4. Applicant Identifier: 47-6006099

5a. Federal Entity Identifier: 47-6006099

5b. Federal Award Identifier:

**State Use Only:**

6. Date Received by State:

7. State Application Identifier:

**8. APPLICANT INFORMATION:**

* a. Legal Name: CITY OF BELLEVUE

* b. Employer/Taxpayer Identification Number (EIN/TIN): 47-6006099

* c. UEI: MGFGXEFM3353

**d. Address:**

* Street1: 1500 WALL STREET
Street2:
* City: BELLEVUE
County/Parish:
* State: NE: Nebraska
Province:
* Country: USA: UNITED STATES
* Zip / Postal Code: 68005-3675

**e. Organizational Unit:**

Department Name: FINANCE DEPARTMENT

Division Name:

**f. Name and contact information of person to be contacted on matters involving this application:**

Prefix: MS.
* First Name: ABBY
Middle Name:
* Last Name: HIGHLAND
Suffix:

Title: CDBG PROGRAM SPECIALIST

Organizational Affiliation: CDBG CONSULTANT, CITY OF BELLEVUE, FINANCE DEPARTMENT

* Telephone Number: 402-293-3000
Fax Number: 402-293-3058

* Email: abby.highland@outlook.com

## Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

**Type of Applicant 2: Select Applicant Type:**

**Type of Applicant 3: Select Applicant Type:**

*** Other (specify):**

*** 10. Name of Federal Agency:**

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

**11. Catalog of Federal Domestic Assistance Number:**

14.218

**CFDA Title:**

COMMUNITY DEVELOPMENT BLOCK GRANT/ENTITLEMENT GRANTS

*** 12. Funding Opportunity Number:**

*** Title:**

**13. Competition Identification Number:**

**Title:**

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

PROJECTS TO BE FUNDED WITH B-24 ENTITLEMENT FUNDING INCLUDE PUBLIC FACILITIES AND IMPROVEMENTS, HOUSING, PUBLIC SERVICES, OTHER ACTIVITIES, AND PROGRAM ADMINISTRATION

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

## Application for Federal Assistance SF-424

**16. Congressional Districts Of:**

* a. Applicant: 1 * b. Program/Project: 1

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

**17. Proposed Project:**

* a. Start Date: 10/01/2024 * b. End Date: 09/30/2025

**18. Estimated Funding ($):**

| | |
|---|---|
| * a. Federal | 315,504.00 |
| * b. Applicant | |
| * c. State | |
| * d. Local | |
| * e. Other | |
| * f. Program Income | |
| * g. TOTAL | 315,504.00 |

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

**21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)**

☐ **** I AGREE**

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix: MR * First Name: RUSTY

Middle Name:

* Last Name: HIKE

Suffix:

* Title: MAYOR, CITY OF BELLEVUE

* Telephone Number: 402-293-3000 Fax Number: 402-293-3058

* Email: rusty.hike@bellevue.net

* Signature of Authorized Representative: * Date Signed:

**CERTIFICATIONS**

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

**Affirmatively Further Fair Housing** --The jurisdiction will affirmatively further fair housing.

**Uniform Relocation Act and Anti-displacement and Relocation Plan** -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

**Anti-Lobbying** --To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

**Authority of Jurisdiction** --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

**Consistency with plan** --The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction’s consolidated plan.

**Section 3** -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 75.

_____ _____

Signature of Authorized Official Date

_____

Title

**Specific Community Development Block Grant Certifications**

The Entitlement Community certifies that:

**Citizen Participation** -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

**Community Development Plan** -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

**Following a Plan** -- It is following a current consolidated plan that has been approved by HUD.

**Use of Funds** -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

2. Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) _____[a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

**Excessive Force** -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

**Compliance with Anti-discrimination laws** -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

**Lead-Based Paint** -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

**Compliance with Laws** -- It will comply with applicable laws.

_____ _____

Signature of Authorized Official Date

_____

Title

**OPTIONAL Community Development Block Grant Certification**

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities which are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

_____ _____

Signature of Authorized Official Date

_____

Title

**APPENDIX TO CERTIFICATIONS**

INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:

**Lobbying Certification**

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

## Appendix D: Citizen Participation Documents

DRAFT

**CITY OF BELLEVUE**
**NOTICE OF PUBLIC HEARING REGARDING DEVELOPMENT OF THE 2024-2028 CONSOLIDATED PLAN FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ACTIVITIES**

TO ALL INTERESTED AGENCIES, GROUPS AND INDIVIDUALS:

The City of Bellevue invites and encourages all interested citizens, agencies, nonprofit organizations and other interested parties to attend a Community Development Block Grant (CDBG) public hearing scheduled for:

**Thursday, February 15, 2024, at 6:00 p.m. City Council Chambers, located at 1500 Wall Street, Bellevue, NE 68005.**

The purpose of the public hearing is to seek resident input to assist with identifying community needs and priorities for the CDBG program during the next five years. The hearing will review eligible projects and programs, solicit input on community priorities, and provide information on anticipated available funding. The City of Bellevue encourages all citizens to become involved in the development of the Five-Year Consolidated Plan through attendance at this public hearing to help ensure that the needs of the City of Bellevue's citizens are understood and that the allocations of federal resources are well utilized.

The City of Bellevue also encourages all citizens to complete the community survey. The survey is available on the City of Bellevue's website: https://www.bellevuecompplan.com/, or by contacting the CDBG Program Administrator.

The City of Bellevue as a recipient of CDBG funding is required by the U.S. Department of Housing and Urban Development (HUD) to prepare and adopt a Consolidated Plan and Annual Action Plan which will be submitted to HUD before August 15, 2024. The City of Bellevue's CDBG program uses a program year running from October 1 to September 30. At least 70% of CDBG funds must benefit low- and moderate-income residents or neighborhoods.

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 February 12, 2024. If you are unable to attend the hearing, please feel free to submit questions, make written comments, or contact Abby Highland, CDBG Program Specialist for the City of Bellevue, by mail at 1500 Wall Street, Bellevue, NE 68005; by telephone at (402) 293-3000; or by email at abby.highland@outlook.com.



**The City of Bellevue will be hosting the**

# CDBG Community Meeting for the 5-Year Consolidated Plan

## 6:00 p.m. on Thursday, February 15, 2024

**in Bellevue City Council Chambers**
**1500 Wall Street, Bellevue, NE 68005**

The City of Bellevue needs your help in identifying unmet housing and community development needs in our community! The purpose of this public hearing is to identify needs that citizens, neighborhood groups, community organizations, and public service providers feel are not currently being met. The needs will then be included in goals in the five-year comprehensive plan for Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development.

The City also request your help by taking a community needs survey available at: https://www.bellevuecompplan.com/ A link to the survey is also available on the City of Bellevue website.

For special accommodations during this hearing, please notify the Bellevue City Clerk at 1500 Wall Street, Bellevue, NE 68005, (402) 293-3000, by February 12, 2024. For further information, contact Abby Highland, CDBG Program Specialist, City of Bellevue, at (402) 293-3000, or by email at abby.highland@outlook.com.

Bellevue NEBRASKA
We Influence The World!

EQUAL HOUSING OPPORTUNITY

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

SARPY COUNTY TIMES

**AFFIDAVIT OF PUBLICATION**

State of Pennsylvania, County of Lancaster, ss:

Megan Villanueva, being first duly sworn, deposes and says: That (s)he is a duly authorized signatory of Column Software, PBC, duly authorized agent of Sarpy County Times, a legal newspaper of general circulation in County of Sarpy, Nebraska, and published therein; that said newspaper has been established for more than one year last past; that it has a bona-fide paid subscription list of more than three hundred; that to this personal knowledge, the advertisement, a copy of which is hereto attached, was printed in the said newspaper once each week, the first insertion having been on;

Jan. 24, 2024

**And that said newspaper is a legal newspaper under the statutes of the State of Nebraska. The above facts are within my personal knowledge.**

Megan Villanueva
(Signed)

**VERIFICATION**

State of Pennsylvania
County of Lancaster

Commonwealth of Pennsylvania - Notary Seal
Nicole Burkholder, Notary Public
Lancaster County
My commission expires March 30, 2027
Commission Number 1342120

Subscribed in my presence and sworn to before me on this: 01/24/2024

Nicole Burkholder
Notary Public

This notarial act involved the use of communication technology

Printers Fee: **$52.81**
Customer Number:
Order Number: COL-NE-900146

**CITY OF BELLEVUE**
**NOTICE OF PUBLIC HEARING REGARDING DEVELOPMENT OF THE 2024-2028 CONSOLIDATED PLAN FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ACTIVITIES**

TO ALL INTERESTED AGENCIES, GROUPS AND INDIVIDUALS:

The City of Bellevue invites and encourages all interested citizens, agencies, nonprofit organizations and other interested parties to attend a Community Development Block Grant (CDBG) public hearing scheduled for:

**Thursday, February 15, 2024, at 6:00 p.m. City Council Chambers, located at 1500 Wall Street, Bellevue, NE 68005.**

The purpose of the public hearing is to seek resident input to assist with identifying community needs and priorities for the CDBG program during the next five years. The hearing will review eligible projects and programs, solicit input on community priorities, and provide information on anticipated available funding. The City of Bellevue encourages all citizens to become involved in the development of the Five-Year Consolidated Plan through attendance at this public hearing to help ensure that the needs of the City of Bellevue's citizens are understood and that the allocations of federal resources are well utilized.

The City of Bellevue also encourages all citizens to complete the community survey. The survey is available on the City of Bellevue's website : https://www.bellevuecompplan.com/ , or by contacting the CDBG Program Administrator.

The City of Bellevue as a recipient of CDBG funding is required by the U.S. Department of Housing and Urban Development (HUD) to prepare and adopt a Consolidated Plan and Annual Action Plan which will be submitted to HUD before August 15, 2024. The City of Bellevue's CDBG program uses a program year running from October 1 to September 30. At least 70% of CDBG funds must benefit low- and moderate- income residents or neighborhoods.

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 February 12, 2024. If you are unable to attend the hearing, please feel free to submit questions, make written comments, or contact Abby Highland, CDBG Program Specialist for the City of Bellevue, by mail at 1500 Wall Street, Bellevue, NE 68005; by telephone at (402) 293-3000; or by email at abby.highland@outlook.com .
COL-NE-900146 1/24 ZNEZ

Bellevue NEBRASKA
We Influence The World!

**CITY OF BELLEVUE**
**2024-2028 Consolidated Planning Meeting**

**February 15, 2024, at 6:00 p.m.**
**City Council Chambers, 1500 Wall Street, Bellevue, NE 68005**

| Name | Organization | Address/Phone/Email | Add to mailing list? (Yes/No) | Contact Preference? Mail or Email? |
|---|---|---|---|---|
| Sharon Chaudhuri | Asha's House | 8680 S. 25th St. Bellevue, NE 68054 Carpenter St | Yes | |
| Eli Wendel | Eiffel Supply | [illegible] | | |
| | | | | |
| | | | | |

**Minutes from the CDBG Public Hearing**
**for development of the 2014-2018 Consolidated Plan**
**held on February 15, 2024 at 6:00 p.m.**

Present: Two members of the public

City Staff: Abby Highland

The hearing began at 6:00 p.m.

Highland opened the public hearing at 6:05 pm with an introduction and welcome all the participants present and thanking them for their interest in the City of Bellevue's CDBG program.

Highland opened the public hearing with a presentation giving those in attendance an overview of the Consolidated Plan development process for the CDBG program, including:

- Overview of the CDBG Program,
- HUD Program Goals and Eligible Activity regulations,
- Consolidated Plan requirements,
- Information used to develop the priorities and goals, including:
    - Census data
    - Survey responses
- Timeline for Consolidated Plan and Action Plan.

The hearing then moved to a round table discussion regarding community needs. Community needs that were cited and discussed by the group included the following:

- Households living in poverty. Additional data was requested regarding people ages 45-65. Recent request for assistance has increased in the population. With this age population, many face a hardship that cause them to be unable to work and secure an income. There is a gap between this age group and qualification as elderly and for social security benefit. Another group facing a rise in poverty are families of military and service (fire, police). It would be interested to see data regarding these groups
- Access to Transportation. The one bus line that operates through Bellevue comes twice a day at 6:00 am and 6:00pm running north-south. If someone would need to get to Papillion, it would take two days. A bus service running along 370 would be more beneficial. Metro has used ridership as the reason for limited transportation service, but ridership won't increase if the route doesn't reflect transportation needs.
- Rental Housing needs. Rehabilitation was cited in the affordable housing action plan, but how do you address that with rental housing when most rehabilitation programs currently operating require home ownership to qualify. Could there be a rental housing liaison to build relationships with landlords possibly hosting landlord forums and developing incentives to offer quality, affordable rental housing opportunities.
- Financial Literacy. Households living in poverty go from financial crisis to financial crisis never able to, create a budget, save money or know what financial stability would feel like. The schools are starting to offer financial education as part of the curriculum, but some adults where never provided an opportunity. A program could partner with banks, credit unions, foundations to leverage funds and offer classes in financial literacy.
- Teen Programs. There is not a lot of opportunities for youth ages 12-17 in Bellevue. MCC summer programs end after June and there is gap before school starts. Omaha Step Up offers summer

community jobs. The police department has a youth program, does fire or the base have one? Offering program that is available and accessible would help increase participation and offer educational opportunities.

- Zoning Issues. Looking for opportunities to develop shelters and transitional housing face issues with zoning. Existing buildings that would be available for redevelopment as a shelter are usually not properly zoned, but changing the zoning is limited by purchase agreements or other covenants.
- Business Development. Offering individuals who are starting a business office space with shared resource would increase economic development in Bellevue, an incubator and innovation hub for small business. Could also work with banks to offer micro-lending programs.
- Non-profit center. The business hub idea could also be applied to a non-profit center. A one-stop shop for all social services to have an office and be available to assist clients.

With no other comments or questions presented, Highland encouraged all attendees to continue thinking and email any additional ideas to her. The next meeting will be in March where we will review the priorities and goals outlined to address the needs identified.

The public hearing was closed at 7:15 p.m.

**CITY OF BELLEVUE**
**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) COMMITTEE**

Notice is hereby given to citizens of Bellevue there the CDBG Committee Meeting will meet in regular session on Tuesday, February 13, 2024, at 6:00 p.m. in the 1st Floor Conference Room in the Bellevue City Offices located at 1500 Wall Street , Bellevue, NE 68005. The agenda for the meeting is as follows:

## Meeting Agenda

I. Call to order.

II. Open Meetings Act – posted in the entry to City Council Chambers.

III. CDBG Program Overview.

   a. CDBG allocation for 2024.

IV. Update of CDBG program and projects.

   a. Project Status Review

   b. Application Updates

V. Review draft 2024-2028 Consolidated Plan and proposed goals/priorities.

VI. 2024-2025 CDBG funding cycle and calendar.

VII. Announcements/Next Meeting.

VIII. Adjournment.

**Minutes from the CDBG Committee Meeting**
**held February 13, 2024, at 6:00 p.m.**
**in the City Council Conference Room, City of Bellevue**

The CDBG Committee held a regular meeting on Tuesday February 13, 2024, at 6:00 p.m. in the City Council Chambers of the City of Bellevue office located at 1500 Wall Street, Bellevue, NE 68005. Present were committee members: Hester, Jenkins, Severn, Wees, and White. Staff present was Abby Highland, CDBG Program Specialist.

1. **Call to order.**

   **Discussion:** The meeting was called to order at 6:00 p.m. by Highland.

2. **Open Meetings Act – posted in the entry to City Council Chambers.**

   **Discussion:** This meeting is open to the public for attendance and held in accordance with the Open Meetings Act. A copy of the Open Meetings Act is posted in the entry to the City Council Chambers.

3. **CDBG Program Overview.**

   a. **CDBG allocation for 2024**

   **Discussion:** Highland presented project update information in the Committee's packet of information. The handout included the updated available funding for allocation and timeliness requirement information.

   The 2024 CDBG allocation will be unknown until the federal budget is passed. Once the budget is approved, HUD will run the formula to determine allocations. Until that time, we will proceed with the application process to meet the timeline requirements and deadlines for submitting the Action Plan HUD. This year we will only have $1,759.16 in previous allocated funds available for reallocation.

   Also in the committee packet was information regarding the timeliness requirements for expending CDBG funds. HUD allows communities to maintain 1.5 times the HUD allocation in the line of credit, our bank account with HUD. HUD looks at the line of credit annually on August 1st. In August 2023, Bellevue is violation of the timeliness requirements and HUD notified us that we need to spend money by August of this year or face possible loss of funds.

Highland has been working with all subrecipients to expend their grant funds. From the handout, there are three subrecipient holding a substantial amount of the grant funds: the Housing Foundation for Sarpy County, Eastern Nebraska Community Action Partnership, and the City's Public Works Department. Housing Foundation submitted invoices for payment today. ENCAP is working with staff to expended funds for the rehabilitation of the old library building as soon as the city vacates the building.

Unfortunately, Omaha HUD Office has not released 2023 funding to the City for expenditure. The City has been asking for the funding agreement and release of funds since November, but still waiting on HUD. This is holding up the 2023 projects including the Public Works sidewalk project.

Staff will continue to encourage all the subrecipients to spend grants in a timely manner and work with HUD to release the 2023 grant funds.

**4. Update of CDBG program and projects.**

**a. Project Status Review.**

**Discussion:** Included in the packet was a spreadsheet of all projects since 2018. Staff reviewed all projects with committee members and the status.

**b. Application Updates.**

**Discussion:** Highland discussed possible updates to the application process. Currently, the committee receives paper copies of all the applications. Highland asked if the committee would like to receive digital copies or continue to receive paper copies, and if there were any additional suggestions to improve the application process or that would be helpful for committee members as they review applications. Following discussion, it was determined that at this time the application process will remain as is with paper copies.

**5. Review draft 2024-2028 Consolidated Plan and proposed goals/priorities.**

**Discussion:** Highland explained that every five-years HUD requires the City to review its Consolidated Plan priorities and goals for the CDBG program and make necessary changes and updates to reflect the current needs of the community.

Staff is in the process of gathering data and conducting the community survey. Thursday's public hearing will review the information gathered and ask the community for input on the needs they see in the community and how to best address those needs. Highland gave the committee a copy of the previous goals and review the economic development, housing, and infrastructure priorities. The committee discussed some options for future goals such as a business retention/assistance fund, public services, and radon testing. Also provided in the committee packet was the handout that will be used at the public hearing to gather input from the committee.

There is a committee meeting scheduled for March 18th to discuss proposed goals and priorities for the 2014-2018 Consolidated Plan. This is an optional meeting. Highland will distribute the information to the committee members and determine a need for a meeting.

**6. 2024-2025 CDBG funding cycle and calendar.**

**Discussion:** Highland presented the funding cycle and calendar. No updates have been made since the calendar was distributed to the committee for review. Highland asked if there were any conflicts or changes requested. Following discussion, the committee meeting on June 13th will be changed to 6:00 p.m. to remain consistent will all meeting times.

**7. Announcements/Next Meeting**

**Discussion:** Highland did not have any additional announcements. The proposed next meeting is March 18th but will be determined following the review of the draft consolidated plan priorities and goals.

**8. Adjourn.**

**Discussion:** The meeting adjourned at 6:50 p.m.

**CITY OF BELLEVUE**
**NOTICE OF PUBLIC HEARING REGARDING DEVELOPMENT OF THE 2024-2028 CONSOLIDATED PLAN AND 2024 ACTION PLAN FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ACTIVITIES**

TO ALL INTERESTED AGENCIES, GROUPS AND INDIVIDUALS:

The City of Bellevue invites and encourages all interested residents, agencies, nonprofit organizations and other interested parties to attend a Community Development Block Grant (CDBG) public hearing scheduled for:

**Thursday, March 21, 2024, at 6:00 p.m. in City Council Chambers located at 1500 Wall Street, Bellevue, NE 68005.**

The purpose of the public hearing is to review the proposed 2024-2028 Consolidated Plan including the proposed priorities and goals and begin the planning and development of the 2024 Action Plan by discussing CDBG eligibility requirements, anticipated funding amounts, and application forms for the 2024 funding cycle. At this meeting, the City of Bellevue will distribute the 2024 CDBG application packets for funding. The City uses applications to solicit activity proposals from eligible organization to be funded through CDBG. The application packets must be submitted to the City of Bellevue on or before the deadline on May 13, 2024.

The City of Bellevue as a recipient of CDBG funding is required by the U.S. Department of Housing and Urban Development (HUD) to prepare and adopt a Consolidated Plan and Annual Action Plan which will be submitted to HUD before August 15, 2024. The City of Bellevue's CDBG program uses a program year running from October 1 to September 30. At least 70% of CDBG funds must benefit low- and moderate- income residents or neighborhoods.

The City of Bellevue encourages all residents and interested parties to become involved in the development of the Consolidated Plan and Annual Action Plan through participation in the planning or submitting an application for funding.

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 March 18, 2024. If you are unable to attend the hearing, please feel free to submit questions, make written comments, or send request for copies of the application packet to the City of Bellevue, CDBG Program, 1500 Wall Street, Bellevue, NE 68005; by email to Abby.Highland@outlook.com; or contact by phone at (402)293-3000.

SARPY COUNTY TIMES

**AFFIDAVIT OF PUBLICATION**

State of Florida, County of Orange, ss:

Yuade Moore, being first duly sworn, deposes and says: That (s)he is a duly authorized signatory of Column Software, PBC, duly authorized agent of Sarpy County Times, a legal newspaper of general circulation in County of Sarpy, Nebraska, and published therein; that said newspaper has been established for more than one year last past; that it has a bona-fide paid subscription list of more than three hundred; that to this personal knowledge, the advertisement, a copy of which is hereto attached, was printed in the said newspaper once each week, the first insertion having been on;

Mar. 6, 2024

**And that said newspaper is a legal newspaper under the statutes of the State of Nebraska. The above facts are within my personal knowledge.**

(Signed) Yuade Moore

**VERIFICATION**

State of Florida
County of Orange

PAMELA BAEZ
Notary Public - State of Florida
Commission # HH 186700
Expires on October 14, 2025

Subscribed in my presence and sworn to before me on this: 03/06/2024

Notary Public

Notarized remotely online using communication technology via Proof.

Printers Fee: **$54.06**
Customer Number:
Order Number: COL-NE-900356

**CITY OF BELLEVUE**
**NOTICE OF PUBLIC HEARING REGARDING DEVELOPMENT OF THE 2024-2028 CONSOLIDATED PLAN AND 2024 ACTION PLAN FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ACTIVITIES**

TO ALL INTERESTED AGENCIES, GROUPS AND INDIVIDUALS:

The City of Bellevue invites and encourages all interested residents, agencies, nonprofit organizations and other interested parties to attend a Community Development Block Grant (CDBG) public hearing scheduled for:

**Thursday, March 21, 2024, at 6:00 p.m. in City Council Chambers located at 1500 Wall Street, Bellevue, NE 68005.**

The purpose of the public hearing is to review the proposed 2024-2028 Consolidated Plan including the proposed priorities and goals and begin the planning and development of the 2024 Action Plan by discussing CDBG eligibility requirements, anticipated funding amounts, and application forms for the 2024 funding cycle. At this meeting, the City of Bellevue will distribute the 2024 CDBG application packets for funding. The City uses applications to solicit activity proposals from eligible organization to be funded through CDBG. The application packets must be submitted to the City of Bellevue on or before the deadline on May 13, 2024.

The City of Bellevue as a recipient of CDBG funding is required by the U.S. Department of Housing and Urban Development (HUD) to prepare and adopt a Consolidated Plan and Annual Action Plan which will be submitted to HUD before August 15, 2024. The City of Bellevue's CDBG program uses a program year running from October 1 to September 30. At least 70% of CDBG funds must benefit low- and moderate- income residents or neighborhoods.

The City of Bellevue encourages all residents and interested parties to become involved in the development of the Consolidated Plan and Annual Action Plan through participation in the planning or submitting an application for funding.

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 March 18, 2024. If you are unable to attend the hearing, please feel free to submit questions, make written comments, or send request for copies of the application packet to the City of Bellevue, CDBG Program, 1500 Wall Street, Bellevue, NE 68005; by email to Abby.Highland@outlook.com ; or contact by phone at (402)293-3000.
COL-NE-900356 3/6 ZNEZ

CITY OF BELLEVUE, CDBG PROGRAM
1500 Wall Street, Bellevue, NE 68005
(402) 293-3000



# CDBG COMMUNITY MEETING





**Thursday, March 21st at 6:00 p.m.,**
**City Council Chambers,**
**1500 Wall Street, Bellevue, NE 68005**

Bellevue NEBRASKA
We Influence The World!

At this meeting, we will discuss the priorities and goals outlined in the 2024-2028 Consolidated Plan then the development of the 2024 Action Plan. The discussion will include CDBG program and activity eligibility requirements and anticipated funding amounts.

During this meeting, CDBG application packets for the solicitation of proposals for the 2024 CDBG funding cycle with be available.

*If special accommodations are needed, please contact the City Clerk at (402)293-3007 no later than March 18, 2024.*



*For further information, contact Abby Highland, CDBG Program Specialist, at (443) 655-2123 or abby.highland@outlook.com*

Bellevue NEBRASKA
We Influence The World!

**CITY OF BELLEVUE**
**2024-2028 Consolidated Planning Meeting and 2024 Action Plan**

**March 21, 2024, at 6:00 p.m.**
**City Council Chambers, 1500 Wall Street, Bellevue, NE 68005**

| Name | Organization | Address/Phone/Email | Add to mailing list? (Yes/No) | Contact Preference? Mail or Email? |
|---|---|---|---|---|
| Tanya Gifford | LUSC | 119 W Mission Ave 68005<br>402 293 3842<br>tgifford@liftupsarpy county.org | yes | email |
| Daniil Botsford | N/A | 215 W Mission Ave<br>Bellevue, NE<br>402-293-3827 | yes | Phone |
| Sue Fjelstad | BPS | 2600 Arboretum Dr<br>Bellevue, NE 68005<br>402-293-4854<br>susan.fjelstad@bpsne.net | yes | email |
| Clare Severn | CBDG | 3401 Leawood Dr<br>Bellevue 68123<br>402-619-0786 | N/A | email |

| Name | Organization | Address/Phone/Email | Add to mailing list? (Yes/No) | Contact Preference? Mail or Email? |
|---|---|---|---|---|
| Bàiana Kouma | HFHO | Millwork Commons bkouma@habitatomaha.org | yes | email |
| Carolyn Pospisil | HFSC | | ye | email |
| Mitch Strong | HFHO | 1229 Millwork AVE MStrong@habitat~~omaha~~ omaha.org | yes | email |
| | | | | |
| | | | | |
| | | | | |

*City of Bellevue's*

# Community Development Block Grant Program

Community Meeting

Abby Highland, CDBG Specialist



1

## Agenda

- 5-Year Consolidated Plan
- Priority & Goals
- Eligibility Requirements
- Annual Action Plan
- Application Process

2

## Introduction To CDBG

- Community Development Block Grant Program
- U.S. Department of Housing and Urban Development (HUD)
  - Funds are distributed several ways:
    - States
    - Indian Tribes
    - Entitlements
- Eligibility based on population data provided by U.S. Census Bureau



3

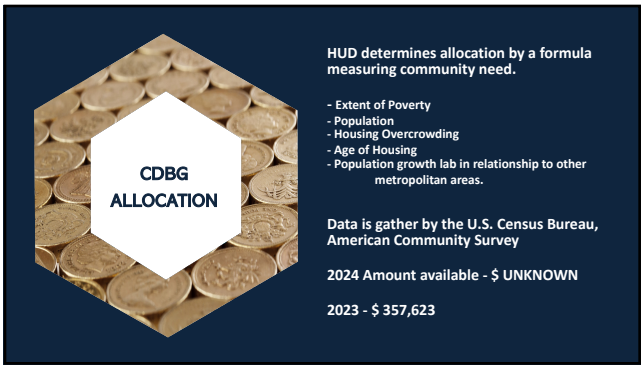
3

## CDBG Primary Objectives

- Decent, Safe, Sanitary Housing
- A Suitable Living Environment
- Expanded Economic Opportunities

- Principally benefiting low- and moderate-income persons

4




**HUD determines allocation by a formula measuring community need.**

- Extent of Poverty
- Population
- Housing Overcrowding
- Age of Housing
- Population growth lab in relationship to other metropolitan areas.

**Data is gather by the U.S. Census Bureau, American Community Survey**

**2024 Amount available - $ UNKNOWN**

**2023 - $ 357,623**

5

Key Programs of the
**U.S. Department of Housing and Urban Development Budget**

| PROGRAM (Millions of dollars) | FY 2023 ENACTED | PRESIDENT FY2024 REQUEST | FY2024 HOUSE | FY2024 SENATE | 1ST MINIBUS FY2024 BILL | % CHANGE MINIBUS - FY23 ENACTED |
|---|---|---|---|---|---|---|
| Housing Choice Vouchers* | $30,253 | $32,703 | $31,132 | $31,737 | $32,386 | 7.1% |
| Project Based Section 8** | $14,907 | $15,904 | $15,820 | $15,791 | $16,010 | 7.4% |
| Public Housing Fund Total | $8,514 | $8,893 | $8,363 | $8,875 | $8,811 | 3.5% |
| Capital Subsidies | $3,200 | $3,225 | $3,180 | $3,200 | $3,200 | 0.0% |
| Operating Subsidies | $5,109 | $5,133 | $5,103 | $5,530 | $5,476 | 7.2% |
| Section 202 | $1,075 | $1,023 | $913 | $1,075 | $913 | -15.1% |
| Section 811 | $360 | $356 | $208 | $360 | $208 | -42.2% |
| HOPWA | $499 | $505 | $505 | $505 | $505 | 1.2% |
| CDBG | $3,300 | $3,300 | $3,300 | $3,300 | $3,300 | 0.0% |
| HOME | $1,500 | $1,800 | $500 | $1,500 | $1,250 | -16.7% |
| Homeless Assistance | $3,633 | $3,749 | $3,729 | $3,908 | $4,051 | 11.5% |
| Choice Neighborhoods Initiative | $350 | $185 | $0 | $150 | $75 | -78.6% |
| **HUD Gross Appropriations*** ** | **$70,534** | **$73,301** | **$71,509** | **$73,295** | **$81,416** | **15.4%** |

6

## CDBG Entitlement Program

**5-Year Consolidated Plan**
- Identified and prioritizes community needs and goals
- Data gathering
- Community Meetings
- Survey
- Research Resources

**Annual Action Plan**
- Identifies proposed activities, funding, and accomplishments

**Consolidated Annual Performance and Evaluation Report**
- End of the year report
- Outlines activities, expenditures and accomplishments

7

## 5-Year Consolidated Plan

- Started work on the draft in Fall 2023
- Review previous five-year plan
- Completed a review and updated of the plan to Affirmatively Further Fair Housing
- Gathered data, stakeholder input, community meetings
- Identified proposed goals and priorities for the next five-years
- Plan will cover 2024-2028

8

## 2024-2028 Proposed Priorities

**Priority #1: Maintain and Increase Affordable Housing Opportunities**

- To maintain the availability and affordability of current housing market stock while development opportunities to expand affordable housing options through partnerships

**Priority #2:Improve the Availability and Accessibility to Public Infrastructure**

- To rehabilitate, expand and improve infrastructure in established business and residential areas within city limits to promote and encourage redevelopment and infill of available sites in the creation of a suitable living environment

9

**Priority #3: Encourage Economic Development through Business Growth and Job Creation**

- Promote business development and creation to increase job opportunities as well as aid with the development and expansion of employment opportunities and job training for residents

**Priority #4: Increase and Expand Public Service Availability.**

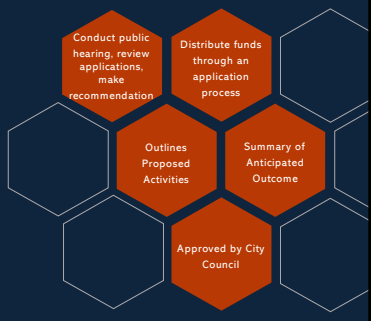
- To provide support and assistance for the development and expansion of public service with community partners to address underserved needs in the community.

**Priority #5: Administration of CDBG Program**

- To continue to maintain and administer a successful CDBG program.

10

## Next Step: 2024 Action Plan




11

## CDBG Project Eligibility Requirements




12

## CDBG Eligible Activities

| Housing | Public Service (15%) | Public Facilities & Improv | Economic Development | Planning/ Admin (20%) |
|---|---|---|---|---|
| Homeowner Repair, Rehabilitation, Reconstruction, Rental Rehab, Homeowner Counseling programs | Employment Services, Child Care, Crime Prevention, Health Services, Fair Housing Counseling, Services for Senior Citizens & Homeless Persons, Welfare and Recreation services | Infrastructure Improvements, Parks, Sidewalks, Streets, Lighting, Handicapped Accessibility Improvements | Assistance to private, nonprofit and for-profit business in grants, loans or loan guarantees, Microenterprise development, job training, façade improvement | Program Administration, |

13

## Ineligible Activity

Regulation expressly prohibits:

- Buildings for conduct of government
- General Government Expenses
- Religious Services
- Political Activity
- New Construction
- Operating and Maintenance Expenses

14

## CDBG National Objectives

- Low/Mod Income
  - Area Benefit
  - Limited Clientele
  - Housing/Jobs
- Slum/Blight
  - Area or Spot Basis
  - Urban Renewal
- Urgent Need
  - Presidentially Declared Natural Disaster

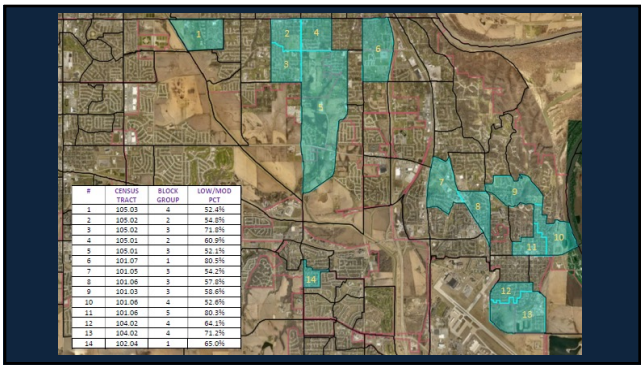
15

## HUD Income Limits

Omaha-Council Bluffs NE-IA HUD Metro FMR Area

| FY 2023 Income Limit Area | Income Limit Category | 1 Person | 2 Person | 3 Person | 4 Person | 5 Person | 6 Person | 7 Person | 8 Person |
|---|---|---|---|---|---|---|---|---|---|
| Omaha-Council Bluffs, NE-IA HUD Metro FMR Area | Extremely Low (30%) | $21,150 | $24,200 | $27,200 | $30,200 | $32,650 | $35,050 | $37,450 | $39,900 |
| | Very Low (50%) | $35,250 | $40,300 | $45,350 | $50,350 | $54,400 | $58,450 | $62,450 | $66,500 |
| | Low (80%) | $56,400 | $64,450 | $72,500 | $80,550 | $87,000 | $93,450 | $99,900 | $106,350 |

16



| # | CENSUS TRACT | BLOCK GROUP | LOW/MOD PCT |
|---|---|---|---|
| 1 | 105.03 | 4 | 52.4% |
| 2 | 105.02 | 2 | 54.8% |
| 3 | 105.02 | 3 | 71.8% |
| 4 | 105.01 | 2 | 60.9% |
| 5 | 105.01 | 3 | 52.1% |
| 6 | 101.07 | 1 | 80.5% |
| 7 | 101.05 | 3 | 54.2% |
| 8 | 101.06 | 3 | 57.8% |
| 9 | 101.03 | 3 | 58.6% |
| 10 | 101.06 | 4 | 52.6% |
| 11 | 101.06 | 5 | 80.3% |
| 12 | 104.02 | 4 | 64.1% |
| 13 | 104.02 | 4 | 71.2% |
| 14 | 102.04 | 1 | 65.0% |

17



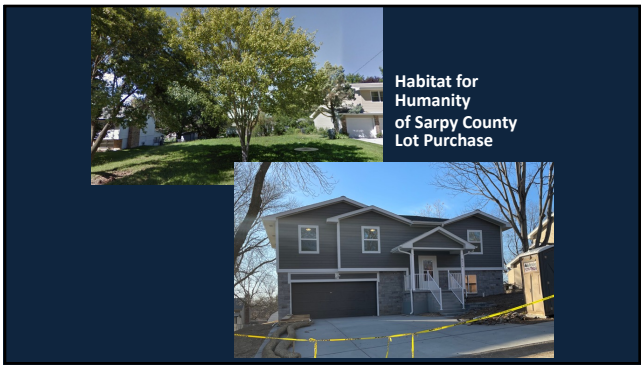

18




19



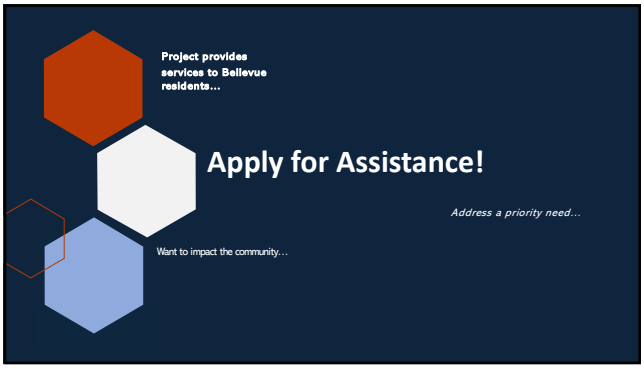

20


Habitat for
Humanity
of Sarpy County
Lot Purchase

21


Washington Park
Improvements

22


Project provides services to Bellevue residents…
Apply for Assistance!
Address a priority need…
Want to impact the community…

23


CDBG Application Process
To be considered, submit an application for funding
CDBG Guidelines & Application available on City of Bellevue Website under CDBG Department.
Applications are due Monday, May 13th
Technical Assistance Workshop on Friday, April 12th
Reviewed by CDBG staff and CDBG Committee
Committee assist the Staff with reviewing applications and preparing a funding recommendation for selecting projects
Final approval by Bellevue City Council before submission to HUD by August 15th
Grant funds are usually released to projects in December or January

24

## Eligibility Requirements

- Eligibility Applicant
  - 501(c)(3) nonprofit
  - Government Agencies
  - School District
  - For-profit businesses, limited circumstances
- 2024 Application
  - Narrative
    - Need, Project Effectiveness, Cost Effectiveness, Resolution
  - Attachments
    - Board of Directors, Org Chart, Articles of Incorporation, Bylaws

25

## Application Requirements

Must complete application electronically

No Minimum or Maximum amount

Match/Leveraging funds ***highly*** encouraged

Project Timeline (funding released Dec/Jan)

Attendance required at 2nd Public Hearing

Limits on expenditures of funding:

- Maximum of 20% for Planning/Administration.
- Maximum of 15% for Public Service Activities.
- Minimum of 70% must benefit low- and moderate-income persons

Presentation Title

26

## Other Federal Requirements

Environmental Review Record

Federal Labor Standards

- Davis Bacon Prevailing Age
- Section 3

Lead-Based Paint and Radon

Fair Housing and Equal Opportunity

Handicapped Accessibility

27

## Working with Federal Funds

- Subject to federal regulations including financial management, audits, labor requirements, HUD Funds = HUD Rules
- Application requires some careful thinking and research of data demonstrating need your program addresses.
- Funds are available on a reimbursement basis.
- Funding ONLY to serve Bellevue residents.
- Quarterly reporting requires documentation and can be burdensome
- Demonstrate organizational capacity to administer program
- CDBG is not meant to be a one stop shop for funding a project
- Timely expenditure of funding

28

## Timeline

| | |
|---|---|
| 1st Public Hearing / Application available | March 21, 2024 |
| Technical Assistance Workshop | April 12, 2024 |
| APPLICATIONS DUE | May 13, 2024 |
| 2nd Public Hearing / Applicant Presentations | June 6, 2024 |
| CDBG Committee meets to determine recommendation | June 13, 2024 |
| Consolidated & Annual Action Plan available and open comment period | July 3, 2024 *(or earlier)* |
| CDBG Committee presents recommendations to City Council and Council will hold public hearing before making final decision | August 6, 2024 |

29

29

## Thank you

Abby Highland
CDBG Program Specialist
(402) 293-3000
(443) 655-2123
abby.highland@outlook.com



*Remember – Applications are due May 13th!*

30

**CITY OF BELLEVUE**
**NOTICE OF PUBLIC HEARING FOR DEVELOPMENT OF THE**
**2024 ANNUAL ACTION PLAN**
**FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ACTIVITIES**

TO ALL INTERESTED AGENCIES, GROUPS AND INDIVIDUALS:

The City of Bellevue in anticipation of receiving approximately $350,000.00 in Community Development Block Grant (CDBG) entitlement funding from the U.S. Department of Housing and Urban Development, invites and encourages all interested citizens, agencies, nonprofit organizations and other interested parties to attend a public hearing:

**Thursday, June 6, 2024, at 6:00 p.m. in the City Council Chambers,**
**City of Bellevue, 1500 Wall Street, Bellevue, NE, 68005.**

The purpose of this public hearing is to allow the CDBG Committee to hear presentations from organizations who have submitted an application for 2024-2025 CDBG funding. The public is invited to attend and hear the presentations regarding the CDBG funding cycle and Annual Action Plan.

The City of Bellevue as a recipient of CDBG funding is required by the U.S. Department of Housing and Urban Development (HUD) to prepare and adopt an Annual Action Plan which must be submitted to HUD prior to August 15, 2024. The City of Bellevue's CDBG program uses a program year running from October 1 to September 30.

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 June 3, 2024. If you are unable to attend the hearing, please feel free to submit questions or written comments the City of Bellevue, CDBG Program, 1500 Wall Street, Bellevue, NE 68005; by email at abby.highland@outlook.com; or by phone at (402)293-3000.

CITY OF BELLEVUE, CDBG PROGRAM
1500 Wall Street, Bellevue, NE 68005
(402) 293-3000

Bellevue NEBRASKA
We Influence The World!

# 2024 COMMUNITY DEVELOPMENT BLOCK GRANT TECHNICAL ASSISTANCE WORKSHOP

**When: Friday, April 12, 2024, at 1:00 p.m.**

**Where: Bellevue City Council Chambers**
**1500 Wall Street, Bellevue, NE 68005**

The City of Bellevue would like to invite all organizations and groups interested in applying for CDBG assistance to attend the technical assistance workshop for the 2024 funding cycle.

The technical assistance workshop will provide valuable insight into developing a successful project and a competitive grant application. During the workshop, we will discuss projects and activities eligible for CDBG funding, explain how the application process works, and go step-by-step through the application form and requirements.

The 2024 CDBG Application Guidelines and Form is available on the City's website for download or by contacting the CDBG Program Specialist.

*If special accommodations are needed, please contact the City Clerk at (402) 293-3007 or CDBG Program Administrator no later than April 5, 2024.*

For further information, contact Abby Highland, CDBG Program Administrator, at (402) 293-3000, or abby.highland@outlook.com

Bellevue NEBRASKA
We Influence The World!

# CITY OF BELLEVUE
## 2024-2025 Action Plan Community Meeting

**June 6, 2024, at 6:00 p.m.**
**City Council Chambers, 1500 Wall Street, Bellevue, NE 68005**

| Name | Organization | Address/Phone/Email | Add to mailing list? (Yes/No) | Contact Preference? Mail or Email? |
|---|---|---|---|---|
| John Krager | Bellevue Public Works | 1510 Wall St<br>Bellevue, NE<br>402 293 3144<br>john.krager@bellevue.net | | |
| Bojana Kovma | Habitat for Humanity Omaha | 1229 Millwork Ave.<br>Omaha, NE, 68102<br>bkovma@habitatomaha.org | | |
| Diane Bruce | ~~City of~~ Bellevue chamber | 1036 Bruin Blvd<br>Bellevue 68005 | | |
| Sue Fjelstad | Bellevue Public Schools | 2600 Arboretum Dr<br>Bellevue, NE 68005<br>Susan.fjelstad@bpsne.net | | |

| Name | Organization | Address/Phone/Email | Add to mailing list? (Yes/No) | Contact Preference? Mail or Email? |
|---|---|---|---|---|
| Tanya Gifford | LVSC | 119 W Mission Ave 68005<br>tgifford@liftupsarpycounty.org | yes | email |
| Dave Gifford | All Seasons Foundation | 119 W Mission Ave Ste G<br>Dave@allseasonsfoundation.org | Yes | email |
| Carolyn Pospisil | HFSC | 8214 Armstrong Cir<br>Bellevue 68147<br>Carolyn@Sarpyhousing.org | — | email |
| Elci Warnell | LVSC | 119 W Mission<br>1018 Park Way Dr | | |
| | | | | |
| | | | | |

**CITY OF BELLEVUE**
**NOTICE OF PUBLIC HEARING FOR DEVELOPMENT OF THE**
**2024 ANNUAL ACTION PLAN**
**FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ACTIVITIES**

TO ALL INTERESTED AGENCIES, GROUPS AND INDIVIDUALS:

The City of Bellevue in anticipation of receiving approximately $350,000.00 in Community Development Block Grant (CDBG) entitlement funding from the U.S. Department of Housing and Urban Development, invites and encourages all interested citizens, agencies, nonprofit organizations and other interested parties to attend a public hearing:

**Thursday, June 6, 2024, at 6:00 p.m. in the City Council Chambers,**
**City of Bellevue, 1500 Wall Street, Bellevue, NE, 68005.**

The purpose of this public hearing is to allow the CDBG Committee to hear presentations from organizations who have submitted an application for 2024-2025 CDBG funding. The public is invited to attend and hear the presentations regarding the CDBG funding cycle and Annual Action Plan.

The City of Bellevue as a recipient of CDBG funding is required by the U.S. Department of Housing and Urban Development (HUD) to prepare and adopt an Annual Action Plan which must be submitted to HUD prior to August 15, 2024. The City of Bellevue's CDBG program uses a program year running from October 1 to September 30.

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 June 3, 2024. If you are unable to attend the hearing, please feel free to submit questions or written comments the City of Bellevue, CDBG Program, 1500 Wall Street, Bellevue, NE 68005; by email at abby.highland@outlook.com; or by phone at (402)293-3000.

SARPY COUNTY TIMES

**AFFIDAVIT OF PUBLICATION**

State of Florida, County of Orange, ss:

Hadley Christman, being first duly sworn, deposes and says: That (s)he is a duly authorized signatory of Column Software, PBC, duly authorized agent of Sarpy County Times, a legal newspaper of general circulation in County of Sarpy, Nebraska, and published therein; that said newspaper has been established for more than one year last past; that it has a bona-fide paid subscription list of more than three hundred; that to this personal knowledge, the advertisement, a copy of which is hereto attached, was printed in the said newspaper once each week, the first insertion having been on;

May. 22, 2024

**And that said newspaper is a legal newspaper under the statutes of the State of Nebraska. The above facts are within my personal knowledge.**

Hadley Christman

(Signed)_____

**VERIFICATION**

State of Florida
County of Orange

PAMELA BAEZ
Notary Public - State of Florida
Commission # HH 186700
Expires on October 14, 2025

Subscribed in my presence and sworn to before me on this: 05/22/2024

_____
Notary Public

Notarized remotely online using communication technology via Proof.

Printers Fee: **$41.51**
Customer Number:
Order Number: COL-NE-900689

**CITY OF BELLEVUE**
**NOTICE OF PUBLIC HEARING FOR DEVELOPMENT OF THE 2024 ANNUAL ACTION PLAN FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ACTIVITIES**

TO ALL INTERESTED AGENCIES, GROUPS AND INDIVIDUALS:

The City of Bellevue in anticipation of receiving approximately $350,000.00 in Community Development Block Grant (CDBG) entitlement funding from the U.S. Department of Housing and Urban Development, invites and encourages all interested citizens, agencies, nonprofit organizations and other interested parties to attend a public hearing:

**Thursday, June 6, 2024, at 6:00 p.m. in the City Council Chambers, City of Bellevue, 1500 Wall Street, Bellevue, NE, 68005.**

The purpose of this public hearing is to allow the CDBG Committee to hear presentations from organizations who have submitted an application for 2024-2025 CDBG funding. The public is invited to attend and hear the presentations regarding the CDBG funding cycle and Annual Action Plan.

The City of Bellevue as a recipient of CDBG funding is required by the U.S. Department of Housing and Urban Development (HUD) to prepare and adopt an Annual Action Plan which must be submitted to HUD prior to August 15, 2024. The City of Bellevue's CDBG program uses a program year running from October 1 to September 30.

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 June 3, 2024. If you are unable to attend the hearing, please feel free to submit questions or written comments the City of Bellevue, CDBG Program, 1500 Wall Street, Bellevue, NE 68005; by email at abby.highland@outlook.com; or by phone at (402)293-3000.
COL-NE-900689 5/22 ZNEZ

Bellevue NEBRASKA
We Influence The World!

# CITY OF BELLEVUE
## 2024-2025 Action Plan Community Meeting

**June 6, 2024, at 6:00 p.m.**
**City Council Chambers, 1500 Wall Street, Bellevue, NE 68005**

| Name | Organization | Address/Phone/Email | Add to mailing list? (Yes/No) | Contact Preference? Mail or Email? |
|---|---|---|---|---|
| John Krager | Bellevue Public Works | 1510 Wall St<br>Bellevue, NE<br>402 293 3144<br>john.krager@bellevue.net | | |
| Bojana Kovma | Habitat for Humanity Omaha | 1229 Millwork Ave.<br>Omaha, NE, 68102<br>bkovma@habitatomaha.org | | |
| Diane Bruce | ~~City of~~ Bellevue chamber | 1036 Bruin Blvd<br>Bellevue 68005 | | |
| Sue Fjelstad | Bellevue Public Schools | 2600 Arboretum Dr<br>Bellevue, NE 68005<br>Susan.fjelstad@bpsne.net | | |

| Name | Organization | Address/Phone/Email | Add to mailing list? (Yes/No) | Contact Preference? Mail or Email? |
|---|---|---|---|---|
| Tanya Gifford | LVSC | 119 W Mission Ave 68005<br>tgifford@liftupsarpycounty.org | yes | email |
| Dave Gifford | All Seasons Foundation | 119 W Mission Ave Ste G<br>Dave@allseasonsfoundation.org | Yes | email |
| Carolyn Pospisil | HFSC | 8214 Armstrong Cir<br>Bellevue 68147<br>Carolyn@Sarpyhousing.org | — | email |
| Elci Warnell | LVSC | 119 W Mission<br>1018 Park Way Dr | | |
| | | | | |
| | | | | |

**Notes from the CDBG Public Hearing for the Annual Action Plan**
**held on June 6, 2024, at 6:00 p.m.**
**in City Council Chambers, 1500 Wall Street, Bellevue NE 68005**

Attendees: John Krager, Briana Kouma, Diane Bruce, Sue Fjelstad, Tanya Gifford, Dave Gifford, Carolyn Pospisil, Elci Warnell and two others on a Microsoft Teams Call.

Funding Committee Members Participating: Rose White, Kelly McCaw, Clare Severn, Susan Hester, and Dave Weese.

City Staff: Abby Highland

The hearing began at 6:05 p.m.

Highland opened the virtual public hearing at 6:05 pm with an introduction and welcomed all the applicants present, thanking them for their interest in the City of Bellevue's CDBG program. Highland explained that the City of Bellevue has anticipates an entitlement funding amount for Bellevue of $315,000, which is about $30,000 less than the previous year's funding. This year Bellevue received 11 project applications requesting over $1 million in funds.

For the hearing, applicants will be called up by the order of the sign in sheet. They will be given about five minutes to present their application to the committee members, who will then ask questions regarding the projects.

**City of Bellevue Public Works Department, CDBG North Central Bellevue Sidewalks – John Krager**

John Krager, Engineering Director for the City of Bellevue, presented the application for the Harvell Drive Sidewalk Improvement project. This area has significant development and this project will add sidewalks to fill any gaps so there are continuous sidewalks leading through the area. The area includes the new library, bowling alley, and Bellevue University who is currently constructing the new fieldhouse. Bellevue University will be completing sidewalk highlights in purple on the map.

Committee Questions:

- Will the project be a phased project?
  - Ideally, we would like to complete it all at once. The first run we would focus on is along Galvin Road up to Harvell and Cascio.
- Would this project include the crosswalks?
  - No, crosswalks cost about $100,000 each to install and there are three crosswalks in the project area.
- Is there any overhead for the project?
  - No there is not.
- What if the project is only partially funded?
  - We will complete as much as funding allows.
- Do you know when Bellevue University will have their portion of the sidewalk complete?
  - No not yet. They are working on the fieldhouse right now.
- For each Phase expenses in the application, the ADA sidewalks have to be included, correct?
  - Yes, we have to do the ADA ramps so that would need to be included with the Phase construction cost,
- What is the mobilization?
  - Mobilization is the cost contractors have to bring their equipment and supplies out to the site.
  - If you were looking at funding one phase only, then we should probably consider half of that mobilization cost.
- Have you taken a look at the sidewalk I always like mention? 40$^{th}$ street straight between Giles and Margo?
  - I wasn't aware of it but I will look at it.

**Habitat for Humanity Omaha, Home Repair Program - Briana Kouma**

Briana Kouma presented the Habitat for Humanity applicant and open with thanking the committee for this opportunity and continued partnership with the last few years. Habitat is applying for 50,000 dollars to complete for owner occupied home repair projects for Homes at 80% or below AMI. These projects will include critical repairs and replacements of HVAC systems roofs siding, windows along with essential plumbing and electrical repairs and work. Since the merger Habitat for Humanity has completed 20 home repairs most of which were completed here in Bellevue. And since the program has grown. Habitat has a goal of getting 20 more repairs done within 2024. So that's where this grant kind of comes into play.

Committee Questions:

- Will all the homes be in Bellevue?
    - Yes.
- Is this program a repayment program or is the money that you give to the residents a grant?
    - We anticipate each project will run between $20,000 and $20,5000. Homeowners will not be responsible to repay any of it.
- Is there a requirement that they can't turn around and sell these houses?
    - Yes, we do have a 50-year affordability on all of our contracts so they cannot turn around and sell. If they do sell within the first five years, Habitat has the option of first buy back so that we can make sure the home stays affordable for future buyers and families.
- What is your criteria for selecting the families?
    - We do have certain information we request, income information, title of home or proof of home ownership, a clear title, and there is other information we request but can't remember the name of it all.
- Does someone from Habitat do a visual inspect of the home before the project?
    - Yes, they go through the home for the initial inspection and speak with the Homeowner. Projects can include windows, lead based paint, HVAC, roof. The repairs must be critical repairs for the safety of the homeowners, it can't be just because they want something new.
- How do you reach contractors in Bellevue and select contractors that are from Bellevue?
    - We love to keep it local and work with women and minority owner contractors along with local. WE have a log of eligible contractors and reach out to three for each project. It depends on timelines and how busy the contractors are if they submit a bid.
- You mentioned the specifics, while I haven't done a lot of home repairs, I do know it's always more than they quote. So what do you do at that point if the project is going to go over?
    - If we get into the project and find out it is going to have issues like when it's asbestos siding that does eat up your budget, that's when we can look for a partner agency to assist with the overages. But if the project is proposed to go significantly over the budget, then we won't be able to do it.
- How many projects do you have on the backlog in Bellevue right now?
    - In Bellevue, I know of five projects right now, but I know that they are doing different marketing pushes to get the word out about the program. Projects usually get through in anywhere from two to three months.
- On page 26, you say that after a project is done it is inspected. Who inspects it?
    - Usually Habitat's Project Manager, the Contractor and the Homeowner will complete a walk through. Our project managers have 10 plus years of experience and they are very knowledgeable so they keep the contractors and homeowners I mind to make sure everything checks out as it should.

**Bellevue Economic Enhancement Foundation, Bellevue Chamber Small Business Assistance – Diane Bruce**

Diane Bruce, President of the Bellevue Chamber of Commerce, present the Small Business Assistance Application. Since starting at the chamber, she is approached but business and a lot of the discussion is about improvements they would like to make but they don't have the funds available to do the projects. When she mentions CDBG, they can't wait one year for the funds. So it was suggested that maybe the chamber could be somewhat of a middleman helping find the right people, follow the same procedures and qualifications that you guys are asking for work with Abby to help get business the

assistance to improve their business. For example, a business could need a hood vent for their restaurant where they could expand the menu and add more employment positions. Those kinds of things that we could help do that in an almost immediate fashion versus having to wait for the money to come from HUD.

Committee Questions:

- So these would be like little micro loans?
    - Yes, so what my goal would be is to provide funds. I always believed that somebody should have skin in the game so I would hope that the business would have at least 50% of the money that they need. They would have to prove their financials, prove their income just like we do and everyone else does to prove that they can manage their funds properly. It'd be more established business, or if it's a newer business, then they have to have a business model that is approved.
- I know the chamber does wonderful job and it's very organized. So let's say for example like a business needs a hood for my restaurant. It's 5,000 dollars.
    - Well, that's more into a $10-20,000 purchase. They would have to come up with a 10,000 dollars. My goal would be of the 50,000 we asked for us to get five businesses that we could help in a 10,000 dollar range and then they would have to come up with 10,000 if I was lucky enough to find some way say someone just wanted to beautify it in a blighted area the outside of their building and it could be less money. Then we could help more businesses.
- Would a business have to be a chamber member to receive assistant?
    - I would like that but that'd be up to you guys. I think for me it would be an added attraction to the chamber, but I would hate to not have businesses come to Bellevue or improve their business. Hopefully they would see the value of joining the chamber. I hope they would think maybe I should join the chamber at the same time, but I don't think that should be a requirement. My ultimate goal for the chamber is to help build and grow. I would love everyone to join the chamber, but I'm never going to say no to help a business that's in Bellevue
- Within this is a very interesting process here that you've given us.
- My question is to Abby, question is with something like could it be consider as duplication of services.
    - Abby - I don't believe so. It would be like those businesses that have come to us as a committee in the past and applied for funds. You've awarded them funds but they have had to wait until January or February to get the money. Whereas, what Diane's proposing is we give her this money, she sets up a grant fund, and they apply to her. As soon as their grant and environmental reviews are approved, they can have a money. So, it would be a quicker process.
    - Diane - I think it'd be very important for us and for you guys to make sure that they're documenting how many people they hired, what kind of changes happen since they've been improved their property, or improve their business. So we try to meet the same type of requirements.
- If they don't complete the project in a year, the money has to be given back correct, correct?
    - I think there is an opportunity for an extension, but they would have to provide the reasoning and the update timeline.
- Would it be the chamber that would have to pay the money back?
    - Yes, but the funds wouldn't leave our account unless somebody applies for that grant and gets approved. If for some reason we don't get people to buy into the concept and we just return that money.
- And then how do you plan on advertising?
    - Well, of course to our members first, but then we can place an article in the Bellevue Times. Right now, I already know businesses who have some projects coming up that they would like to talk about but I just can't put it out there because they haven't committed to anything yet.

**Bellevue Public Schools, Family Literacy Bellevue – Sue Fjelstad**

Sue Fjelstad is the English language coordinator for Bellevue Public Schools presenting information about the family literacy project in Bellevue. Bellevue Public Schools continues to see a rise in English learners in the community. In 2017, we had just over 200 and now we are up to 442. Bellevue also enrolls newcomer student that are brand new to the United States

that do not speak any English and most are from Cuba, Nicaragua, and Venezuela. We want to expand the program. In July 2022, the Census Bureau reported 13.8% of Bellevue residents put down that they speak another language other than English, but the school know that is much higher. Most immigrant families completing forms but down what they think you want to hear, not what language they really speak. BPS wants to expand the program to the whole family and focusing on adults that aren't apart of the school system. Metro Community College will come to our community as long as we have the need and they provide and pay for the teacher and so on through a grant that they receive from the Nebraska Department of Ed. Many of the parents don't have cars and we don't have city transportation; how do they get to South Omaha for classes? We need to help remove barriers for families for their success. There are 50 different languages spoken in Bellevue Public Schools. Among our English or multi-lingual Learners, we have 29. There is a definite need and a definite shift.

Committee Questions:

- I saw information in here about a GED program. How many have go on to that?
    - Once they test proficient in English, they will then move on to get their GED. I have two parents that got their GED and also two women got the US citizenship and then a man. We love to see that success because that will then just help their families a very a very good friend of mine.
- What is your success rate, do a lot of people drop out of the program?
    - We've had 20 people that finished this year through our family literacy working with the city. It's Bellevue city residents. So we've if you have a construction worker and they have to go out of town. They'll do online services for them and they can do it remotely. Or the car breaks down, how do we get them there? Trying to make the program accessible.
- What are the options? Is there in-home online training for those who don't have the transportation or have children to care for and so forth.
    - There's other online and various options as well. Staff takes on a lot of these responsibilities on top of our jobs too. We're going to continue trying to sustain it within our staffing but we do need a little extra help just because we offer classes in the evening and that's what before parents had selected but then we would also if that's one of the things I could hire a liaison to help distribute information where these families going on a regular basis in order to recruit and you have to give them support.
- When are you hoping to start this?
    - I would like it to be year-round. I do have some additional help because I would start one group in August to December, but then we would do another group in January. Millard Public Schools, they do it all year. More and more districts are offering more support.
- The applicant fund you have a budget already at $32,000. Is that correct?
    - Well, there was actually it's a little bit more than that of where we're paying for supplies and things so if I get lucky and I get federally you can get immigrant funds but you have to grow by 5%. There ways to access different funds, I'm never going to let the program go. I am trying to grow so it's not just Bellevue parents. It's our residents of the community because I definitely see a need.
- The Leverage funds for the program from the national Center for Family literacy has that been secured and then is that an annual or a one-time basis?
    - Is it decreasing. So we started with $90,000. Then it went to $75,000. This last year was $55,000, next year goes to $15,000. It's up to me to find ways to fund and sustain and continue our programming. But again, I'm looking for expansion. There's a lot of great organizations like Lift Up Sarpy, Bellevue Food Pantry - everybody that's trying to help the families within our community. I would love to see us have a one-stop shop that families can get all this information and their needs met.

**Lift Up Sarpy, Community Response and Outreach – Tanya Gifford**

Tanya Gifford, Executive Director of Lift Up Sarpy County, present the Community Response and Outreach application. Gifford explained the Lift Up has now partnered with DHHS on some other grant opportunities that were noted in this grant with the $224,000. The goal for that grant specifically by the time that we get to 2025 is to actually double that because we'll be adding tenant funds which is temporary assistance to needy families funding from the state of Nebraska. So initially

when this grant was written for CDBG, we were hoping that was going to up the percentage of Public Service dollars, but now that we see the amount of grants funds, Gifford would like to amend the grant request to 16,000.

The reason for that is because with our additional funding the major part of that funding needs to go back into community response programs. DHHS and state funding cannot support an executive director, but they can support a coordinator of community response because that's somebody that's directly working with community response and families. We need somebody to lead us as executive director in these efforts and do this work at different levels whether that's in Lincoln talking to offenders, but also wear the hat of coordinator of community response. Our request is that one person that can be dedicated to work on this full-time. So that's what we are modifying or amended. Ask for is just that 16,000 with benefits and everything not health benefits, but just taxes and everything. This position to be right at 75 to 80,000 in the year that these funds would be awarded and so it's basically taking that amount and dividing it out between the four communities which gets you about $16,000 because we do get some funding from the state to put in their small amount.

Facing disasters like the flood and COVID was a good thing brought a lot of data about families in need here in Sarpy County. In 2019 when the flood happened, we had a budget per year of $327,000 were now with this year at $1.4 million - this is what we're giving back to the county.

Committee Questions:

- So that is position is split between four communities?
    - Yes. So this is huge strides, which is kind of just intersecting with why we work with Partners, like All Seasons Foundation, the schools, district, the Housing Foundation. We do our best and we really put those dollars together as non-profits and Community Partners to work the best we can with the dollars.

**All Seasons Foundation, Community Response and Outreach/Individuals and Vulnerable Adults – Dave Gifford**

Dave Gifford, the Founder and Executive Director of All Seasons Foundation, presented their application and explained a little more about what they do. We look to address the risk and provide assistance to the vulnerable population and bringing them access to resources available. Dave got started shortly after wife started with Lift Up Sarpy, and also started volunteering whether helping families move furniture and households, or driving assistance. Noticed there were resources for our single adults and families or households without children. There was a lot of resources out there for them and they are suffering just as much or at the same issues that we're seeing with the families everything from the flooding, COVID, food insecurity and other items. Dave started All Seasons Foundation to kind of filled that Gap in the community if you will, working directly with senior citizens, veterans, and people with disabilities in the community that are looking for help in accessing assistance. Bellevue population has 55% are under the age of 65, but over the 65 and older make up 14% of our households. Veterans make about 10%. Then 9% of homes in Bellevue do not have Wi-Fi or Internet access. 8% are living in poverty, and 25% of our households are consisted of only one person which 10% of them were seniors.

The first thing we notice was due to food insecurity in the community. We started a bread pantry two times a week that's serving about 120 to 150 different individuals making connections with them and finding out other needs. I am a chaplain with Sarpy County Sheriff's office working with other chaplains identifying people with mental health needs trying to find those resources. It becomes a case management. We also help with Medicaid Medicare and support services in the home specialty Transportation, which is seems to be issues.

For a kind of an idea of what we've been doing. I'll give you a case history for one of our clients recently. I'll just say initials JB senior citizen. We met her through our pantry come down to give Bread nearby our offices. She was had severe health issues and due to that she was not able to afford all of her new medications. We met with her, and we also noticed that her vehicle the tires were bold, and there were no rear brakes on the vehicle. Working with human services and Lift Up, we were able to get her vehicle repair and then I have also started working with the state on the emergency rental assistance program. Being a Housing Navigator with them, we helped her with rent and utilities which was behind. She's currently on old medications that she's been prescribed her physical health has improved and we're going to coaching and she'll be going through Bridges of Poverty to help with sustaining a budget and understanding how to be sustainable in the future.

I would also like to amend our request for our asked to $24,000. None of that will go to salary all that will go back to individuals in need in the building community.

Committee Questions:

- How are you different than the Bellevue food pantry?
    - We do mostly bread. We do protein and other items on Wednesday. The Bellevue Food Pantry is one time a month, but we do work with them and they have sent people to us, we try to collaborate as much as we can with each other to the person that wants assistance have to show their live in Bellevue.
- Does that person have to live in Bellevue?
    - Yes
- With the veterans, are you tapping into all the veteran services?
    - Yes, one of the things that we do special those that mental health. We partner more with University of Bellevue where offer free counseling and support. When they do have a mental health crisis, the VA recently approved funding where a veteran regards to their status can go to the ER with a mental crisis they will cover the expense.
- How much Transportation do you have to deal with?
- So one of the things we noticed a lot of times these seniors don't have transportation. So one thing I've been doing to help alleviate that is actually go to their residents, help them upload paperwork and get them signed up for services. The senior organizations are willing help, but they're expecting the seniors to come to them.
- So your group doesn't necessarily provide transportation? You just help them figure out how to get it. Is that correct how to get it?
    - We do have a grant where we're hoping to get a vehicle down the road. But until we hear from that grant that is a long-term goal for us. We try to help with transportation for things such as vehicle repairs, Uber, gas coupons, and things that nature as well.
- Business location?
    - We are with Lift up Sarpy a lot of the time or outside my office at house. All calls for service go to my cell phone which is always with me. We get calls at all times of the day since we kind of changed you know how this
- How do you advertise get your name out there?
    - So we are on Facebook, the bread pantry's been helping and then we're on a conference call every Monday with Lift Up Sarpy and different non-profits in the area. So other agencies know about us and they're able to refer individuals to us because a lot of times when people do have those names they'll go to say lift up looking for housing assistance while the single or just a couple they then will refer us to All Seasons.

**Housing Foundation for Sarpy County, Housing Navigator, Development Coordinator – Carolyn Pospisil**

Carolyn Pospisil, Executive Director for the Housing Foundation, present the applications for assistance. Carolyn explained that the Housing Navigator application was going to be pulled from consideration. After meeting with Lift Up Sarpy to discuss the position, they determined it could be funded from another source of funding.

For the Housing Development Coordinator, this program was previously funded with CDBG funding in 2022 and was to assist with hiring a housing development person. We hired a contract position, Brian Thomas, who's been working for us and working for the city of Bellevue to make new connections with and build connections where we already had them. Since we had the last conversation, the city of Bellevue pass a new affordable housing plan and that housing plan asked for ask for position to be dedicated to housing development but the city doesn't have anybody that's hired for that position at this time, and it probably won't be happening during the next budget cycle. What Mr. Thomas has been able to do is to work with other providers. We've been able to talk to new developers that haven't had a connection with Bellevue before. We have been able to have a workforce housing conversation and really reframe to people what workforce housing is.

Workforce housing is everyone that's at 80% to and less in housing. So this is 90% of people who are going to run into today whether in service industry or with law enforcement and medical health providers.

Committee Questions:

- So you do have a development coordinator at this time?
    - Yes, we do. We're currently contracted with Brian Thomas and he's been it. We have had a conversation with him to continue to that in 2025.
- So does this position work only n Bellevue or does it also go outside of Bellevue?
    - We have been reporting back out metrics and what we are doing. We filed a report back to what part of this was in Bellevue and what part is in other areas of the community. Papillion has provided in-kind by staff members. They just put out their new affordable housing plan last year.
- The position was funded in 2022, correct?
    - Yes, but we didn't find the right person to hire until 2023.
- Since it was hired, what accomplishments have been made so far?
    - Since then we've been providing quarterly reports as far as what we've done we have new developers that came in to talk about and actually put an application for Community Development block grant Disaster Recovery dollars, and all three of those developers were in the city of Bellevue. So we were able to identify that these developers were looking at market rate housing but by talking to us or by talking to Brian and I, they were able to look at an affordable housing project instead. So those projects hopefully get funded with State CDBG-DR funds.
    - The biggest thing for this year is that it's expanded to a community conversation and that has been making sure that people are aware that affordable housing affordability and values which are just as high as everywhere.

**Housing Foundation for Sarpy County, Acquisition, Rehab and Land Purchase – Carolyn Pospisil**

Carolyn Pospisil also presented the applications for Acquisition, Rehab and Land Purchase

The part the second application that we have in is for acquisition rehab and land purchase. We already identified three different locations in the city of Bellevue. All of them currently have a home. One is land but it has two small rental units that I don't know if they'd be maintained or not. The second other is a house that sits on a larger property and then the third is a land only purchase. Of the three, none of them are on the market at the moment, but it's been conversations to secure this land for additional affordable housing development.

It will be a matter of rehabbing that existing property if there is one on the property. My focus on is rental housing. We do some homeownership and homebuyer opportunities things, but that's really more in that's not our normal area. This would be for rental property, and then because it's with us and we can assure that it would maintain as affordable housing.

Committee Questions:

- Without giving me an address. Can you tell me the General locations?
    - They all fall within the city limits you have everything is everything is east of 36th Street.
- All in City limits?
    - Yes
- Just for the purchase?
    - Yes. CDBG is for acquisition. We do have rehab in there two of the properties that do have existing units. We'd be buying the unit and possibly rehabbing them so that they were available. The 200,000 is listed here is not going to finish a project, but we do have depending on which project is selected. Of the three the other two would be higher than that, but we have other funding that's available for those.
    - The bottom line is I can't go borrow everything. I need to buy a property because we don't have the existing equity.

- So the one property already has rentals so that's already zoned before multi-family. What about the other two piece of land. Are those zones for what you guys want to do?
    - One would be the other two are not, but they're adjacent to areas that would still fit. When we look at a lot for purchase, we're looking at what else is around. We want to make sure that we're fitting with the neighborhood.
    - For the most part, we looking at single family homes or multi-family homes one property would be multifamily. It's more of the missing middle, so development would be duplexes, townhomes, things like that. It won't be a traditional standalone single-family home.
- And then the funds you guys received in 2021 for property, is that project already done?
    - We completed that in the first quarter of this year. We received the funds in 2021, we were granted an extension in 2022. It was a big hassle to get it rezoned before we could use CDBG funds for the purchase.
- Does that cost you a lot more?
    - It does cost money, but it depends on what we had to do. The reason this one last took so long was because this kind of mixed-use development had not been done before and we had to establish to requirements and what that would look like for not only our development but for any future developments in the area.
- With limited funding available, do you have a priority for application 1 or 2?
    - My first priorities is to continue that that position because that's going to continue to do affordable housing.

**Upward DBA WeeCare, Inc., Boost/Upwards – Katherine Fuentes**

Katherine Fuentes presented Upward's application for assistance by way of Microsoft Teams. Upwards is the nation's largest childcare network supporting over 450,000 partners with public and private organizations in an effort to create more accessible, affordable childcare.

We are working with various city and counties across the country to administer CDBG funding to run programs so we are very experienced recipients in the administration of billions of dollars in program funding. It is a full service tehcnology0-driven operational solution for child care providers with a wide range of administrative functions in a facilities daily operations. This program will give your local child care providers in Bellevue the power of a 21st century tools and stabilize their jobs in the child care industry to help them grow their operational capacity to earn more than 30% more revenue by the end of the first 12 months.

The Boost program will support local microenterprise child care providers running more sustainable operations and expanding child care capacity for families in Bellevue. On day one of the program, participants will receive an entire marketing campaign created for them they eliminate hours of administrative works through our robust matching algorithm that's important family matching curriculum development and planning services and support higher quality Care in the city you're a digital attendance and enrollment Automation and even scheduling management that supports great stabilization and more affordable child care options for building families this is a proven studies in other showing transformational Revenue improvements for these businesses and their families most participants doubling their income by the end of the program year and there is a huge need for these services in Bellevue despite their importance to the economic development of our communities the average annual earning of a child care worker in Nebraska is about $15 dollars an hour for a total of around $31,284 dollars a year qualifying many of these businesses as low to moderate income, some of them even extremely low living under the federal poverty line.

So we want to help the city support increased access to quality affordable care. Based off Census Data, there are a total of over 4,000 children in the community today just between the ages of zero and five and we focus on this age group this between 0 and 5 because the most children are not yet in public school care so most working families are really struggling to find care for their children under the age group. Then if you look at the available child care resources in the community, there are around 1,988 child care slots available in the community with no visibility related to how many the slots are for particularly zero to five so definitely the floor when it comes to the need in the community. As many of these facilities watch children 12 and 15, they provide before and after school care and so this is just to give you an idea of what the

baseline needs are within the city. If you subtract the total number of licensed care options in the city, 1,908, that means there is a capacity shortage of over 2,000 licensed child care slots in the city that is thousands of families potentially struggling to maintain stable employment, dual-income households, stable housing, and other quality of life needs.

The Boost program really helps reduced these inequities in our community as they include increased revenue for child care providers and expansion through the hiring of those teaching assistants. Only 45% of your current local license providers in the city are operating at a sustainable level with the greater percentage operating under capacity and making federal poverty wages. Families are also suffering from the sector dysfunction which is compounding access in the portability challenges for young families looking to put down roots in Bellevue so the Boost program would support 20 microenterprise child care providers with daily business and technical support help run their operations marketing support to help build their business retainment and support for a job creation perspective. Boost will recreate seven jobs within those Child Care Facilities help expand their operations and it will also support 308 new children in receiving licensed Child Care within the city.

The program is a proven model actively administering CDBG funding in various cities and counties across the country and we're excited to explore how we can carve out support for women in the child care sector and leverage federal funds to support more mothers and families with greater access to a quality care in Bellevue.

Committee Questions:

- Is this a franchising opportunity for daycares in our community?
    - Child Care Facilities within the city of Bellevue are your most important microenterprise businesses in the city. They're already active in licensed and operating in the city unfortunately most of them don't really utilize technology or any kind of operational tooling to help support their business operations and so the purpose of this program is sort of the model to teach them by providing them the tools about how to run a sustainable operation. The way we would use public funding is improve the majority of these providers to they no longer need support. They're running at maximum capacity making over $100 to $150,000 a year, and they're running very successful microenterprise businesses within your city
- Are you going to target existing daycares that that are working right now in Bellevue? Or are you looking to open a new day care with your Concepts daycare providers in the city?
    - This is not a supply building program, and the reason that we applied for the Boost program is because it's really important to make sure that you stabilize your existing childcare business system before building on top of those resources. When you see emergencies happening, you see a lot of organizations that possibly put millions of dollars of ARPA funding into building a new child care center downtown and then several years later we saw that that actually made in home daycare closed down. These daycares are out of business and then two years later some of these centers were really suffering and struggling to keep their own doors open and so the purpose of the Boost program is to really create a stable foundation with your current supply of child care providers and then looking at ways in future years if that's something that the city is interested in building new supply to a growing number of families within your community.
- Do you currently have an operation in the Omaha Metro area of boost program
    - We actually applied with the city of Omaha last year we were a finalist in the program unfortunately there were a lot of it was a very competitive process and so we are interested in realigning this year. As a matter of fact, we just submitted our application not too long ago and we just recently started looking at Nebraska Partnerships over the last couple of months so we this would be the first partnership in the state of Nebraska at the first of its kind but being that CDC is a federal funding source we have plenty of Partnerships as I showed on the screen with other cities and counties all across the country - New York, Florida, Washington, California - not much of the federal reporting changes from state to state and so our experience holds true no matter you know what state you're located in because we are very familiar with the federal funding source is a direct service again.
- Do you know how many daycares are in Bellevue?
    - A total of 40 licensed in home daycare providers and we're already working with two of them. Again, we are a nationwide company. We work with local child care providers and families in Nebraska already. The

purpose of this partnership is to essentially provide access to your highest growth services absolutely free so we do have some Partnerships but there are total of 40 licensed in-home daycare providers in the city that could benefit from the program.

- If I'm reading the slides corruptly, the way you are increasing revenue for the daycare providers is going to an 18-1 ratio?
    - So the way that we helped expand our increase of revenue is actually a majority of the providers currently operating in the city today are operating under capacity. Unfortunately, the majority of them probably don't have the level of sophistication needed to get up to maximum capacity they may be choosing to just be working with the minimum number of children. Obviously each of these have their own independent reasons for why they are operating at this level, but nationwide, we find that majority of providers do want to expand. Unfortunately, it's just that the profit margins on these facilities are very lean.
    - In order to get up to the larger facility license facility structure they need to hire on a teaching assistant and when you have lean profit margins it's a risky business to hire somebody full-time and take food off your own table. The power of our partnership is that the Operational Support that we provide - first we do all of the recruitment training. We also have a centralized robust matching algorithm and technology that we utilize that helps families match with these providers to get to maximum capacity.
    - Keep in mind, majority of these providers rely heavily on Word of Mouth and so prior to working with a partner like Upwards they don't have a very extensive network it's very difficult for them to find a lot of families for their childcare. We support them and expanding their capacity to the large facility which enables them to earn a tremendous amount of more revenue and then we help them stay there so we don't just get them up to maximum capacity we are constantly utilizing our technology to support them let's say you have a pregnant mom who needs to carry six months we'll have six months this facility is going to have an opening for an infant and so we're able to put her on an electronic wait list of that that month can get access to that child care.
- So the part of the application talking about salaries is that for the 22 child care provider job that you're envisioning benefits or is it to pay for the technical staff that support the program so those dollars go to our upwards?
    - The technology, financial, and marketing operational teams which are pretty big teams that support these providers 24/7 and essentially running their operation.
    - Our team is a nationwide team so we have people all over. I don't have exactly which of our teams live if there's any that live in Nebraska or Bellevue but these salary dollars are not the job creation. That is not Upwards team members; those seven jobs that will be created will be Bellevue residents getting jobs within those 22 microenterprise businesses that are Bellevue businesses.
- Upwards and then Boost is more like the software and onboard training for these daycare providers if they do get the software and helping them figure out how to use it
    - We have finances marketing support specialists, we have almost anything you can think of that goes into running into these businesses. They allow a team to support them curriculum and nutritionist specialist all these folks that will help them potentially improve the quality access and services.
- Then do you partner with care.com since that's how a lot of people find daycare providers?
- We do not partner with care.com as our our network is essentially a competitor of care.com. It's actually larger than care.com at this point. Care.com is an older name and it's been around a long time. Our upwards network is a much larger national network
- Do the daycare providers have to pay a fee to belong to upwards?
    - They are provide the service for 12 months and then after 12 months if they still need assistance we do provide it with a fee. If they have not graduated out of that step and they continue on the program free of charge. If they graduate out of that program and they're making you know upwards of 150,000 dollars a year for example then it's up to them if they choose to stay with the program and continue the services as to date of all the programs we run. Nationwide we have a 92% retention rate that means that providers see tremendous amount of value in the services
- Bellevue has a population of about 65,000, how many communities in that population range have you either received a grant from or that you're working with directly or that you've received grant funds from
    - We are working with the city of San Jose California. Many communities ranges from small to pretty large urban areas within the country and our teams are able to scale that program effort on the needs of the area.

No additional questions or public comments were heard.

Public hearing concluded at 8:10 p.m.

Total of 10 individuals, 5 committee members, and 1 staff present were present.

# Notice of Meeting

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) COMMITTEE**

Notice is hereby given to residents of Bellevue there the CDBG Committee Meeting will meet in regular session on Thursday, June 13, 2024, at 6:00 p.m. in the City Council Chambers, located on the first floor of the Bellevue City Offices, located at 1500 Wall Street, Bellevue, NE 68005. The agenda for the meeting is as follows:

- MEETING AGENDA -

1. Call to order.
2. Open Meetings Act – posted in the entry to City Council Chambers.
3. Review of 2024 Allocation, Reallocation of Funds and Application/Project Updates.
4. Review and discussion of 2024 CDBG applications scores and take necessary action.
5. Adjourn.

**Minutes from the CDBG Committee Meeting**
**held June 13, 2024, at 6:00 p.m.**
**in the City Council Conference Room, City of Bellevue**

The CDBG Committee held a regular meeting on Thursday, June 13, 2024, at 6:00 p.m. in the City Council Conference Room of the City of Bellevue office located at 1500 Wall Street, Bellevue, NE 68005. Present were committee members: Hester, Jenkins, McCaw, Severin, White, and Wees. Staff present was Abby Highland, CDBG Program Specialist.

1. **Call to order.**

   **Discussion:** The meeting was called to order at 6:00 p.m. by Highland.

2. **Open Meetings Act – posted in the entry to City Council Chambers.**

   **Discussion:** This meeting is open to the public for attendance and held in accordance with the Open Meetings Act. A copy of the Open Meetings Act is posted in the entry to the City Council Chambers.

3. **Review of 2024 Allocation, Reallocation of Funds and Application/Project Updates.**

   **Discussion:** Highland presented information on the 2024 CDBG allocation amount of $315,504.00, which is a decrease from previous funding years. Highland has submitted a request to HUD for information regarding the reduction. While awaiting a response, Highland research data from the American Community Survey that is used to determine the funding amounts for entitlements. According to the ACS while Bellevue's population has continued to grow, the percentage of those in poverty and housing overcrowding has decreased. This could have affected our allocation amount, but we will still work with HUD to determine the specific reason for the decrease.

   There are no funds available for reallocation this funding cycle. There is one activity, Olde Towne Tavern Roof Replacement project, which has not executed a subrecipient agreement and availability of the funds for the project will expire on July 31st. Due to timeliness concerns, we may want to reallocate the funds at a later date, but could propose a use for the funds at this meeting if they are available.

   Highland explained that there were not new application updates. During the public hearing, Housing Foundation withdrew the application for the Housing Navigator and All Communities and Lift Up Sarpy amended their project budgets. An email was also received from Upward explain the budget could also be amend to meet proposed accomplishments.

**4. Review and discussion of the 2024 CDBG applications scores and take necessary action.**

**Discussion:** The committee was presented with a spreadsheet that reflect each member's scoring, the overall ranking and requested funding for the applications received.

Public services funding is limited to 15% of the CDBG annual allocation; the Committee can allocate up to $47,325 to the public service applications which included Bellevue Public School, Lift Up Sarpy County, and All Seasons Foundation. The Committee discussed each project, the proposed budget and requested funding amounts. The Committee recommended funding for each activity that would not exceed the amount available for public services including: $20,000.00 for BPS, and $13,662.50 for both Lift Up Sarpy and All Seasons Foundation.

The Committee then discussed both applications that address housing needs: the Habitat for Humanity of Omaha Home Repair Program application and Housing Foundation for Sarpy County Development Coordinator and Acquisition applications. Following a discussion of proposed accomplishments and duplication of services, the Committee recommended fully funding both the Habitat and Housing Foundation Development Coordinator activities with the request for a more detailed accomplishment report specific for the Bellevue community.

Next discussed was the economic development application from the Bellevue Economic Enhancement Foundation for the Small Business Assistance fund. The Committee was supportive of the efforts to assist microenterprises in the community and the idea of a 50/50 match with a maximum of $10,000.00 per business.

The Committee finished with discussion regarding the City of Bellevue Harvell Drive Sidewalk Improvement project. With the growth of Bellevue University and the relocation of the Bellevue Public Library along Harvell Drive, sidewalks along this road are important for pedestrian safety. Limited funding prevents the activity from being fully funded, but the Committee allocated the remaining funds to the activity.

The Committee recognized the seriousness of the community needs the remaining applications would address and are supportive of the efforts of applicant to assist address a priority, but with limit grant funds were unable to fully fund all projects. The Committee wished to encourage the applicant to return for next year's funding cycle.

The Committee approved the proposed funding recommendation as outlined below:

| Applicant/Project | Requested Funding | Recommended Funding |
|---|---|---|
| ***Acquisition*** | | |
| **Housing Foundation of Sarpy County –** *Acquisition, Rehab and Land Purchase*<br>Request funding to purchase existing property and rehabilitate for development of affordable rental housing. | $ 100,000.00 | $ - |
| ***Public Facilities and Improvements*** | | |
| **City of Bellevue –** *Harvell Drive Sidewalk Improvement*<br>Request funding to 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. | $ 226,600.00 | $ 73,179.00 |
| ***Housing*** | | |
| **Habitat for Humanity of Sarpy County –** *Home Repair Program*<br>Request funding to provide funding for critical home repairs to low- and moderate-income owner-occupied households within Bellevue city limits to address health and safety risk. | $ 50,000.00 | $ 50,000.00 |
| ***Public Services*** | | |
| **Bellevue Public School –** *Family Literacy Bellevue*<br>Request funding to benefit LMI persons with acquitting English proficiency to support their children's educational needs and increase opportunities for employment. | $ 24,306.40 | $ 20,000.00 |
| **Lift Up Sarpy County –** *Bellevue Community Response & Outreach*<br>Request funding to support community response and services for families with elementary and middle school aged children with service, technology access, and parenting resources | $ 83,000.00 | $ 13,662.50 |
| **All Seasons Foundation –** *Assistance for Vulnerable Adults & Senior Citizens*<br>Request funding to assist with public service programs for vulnerable adults including seniors, homeless, and those with special needs in Bellevue with access to services and transportation in Bellevue. | $ 77,500.00 | $ 13,662.50 |
| ***Economic Development*** | | |
| **Bellevue Economic Enhancement Foundation –** *Bellevue Chamber Small Business Assistance*<br>Request funding to set up an assistance fund to help small businesses with resources to make improvements and expand employment opportunities. | $ 50,000.00 | $ 50,000.00 |
| **Upward DBA WeeCare, Inc. –** *BOOST/Upwards* | $ 296,000.00 | $ - |

| | | |
|---|---|---|
| Request funding to finance portions of salaries and associated fringe benefits for key staff members to execute the BOOST program with Bellevue daycares. | | |
| ***Other Activities/Capacity Building*** | | |
| **Housing Foundation of Sarpy County –** *Development Director*<br>Request funding 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. | $ 40,000.00 | $ 40,000.00 |
| ***Administration and Planning*** | | |
| **City of Bellevue -** *Administration*<br>Request funding for general management, oversight, coordination, and staff expense for the CDBG program. | $ 55,000.00 | $ 55,000.00 |
| ***Total CDBG Funding*** | | |
| ***Amount Available*** | **$ 1,002,406.40** | **$ 315,504.00** |

The Committee requested the following be requirements by included for the award of funds:

- City of Bellevue, Harvell Drive Sidewalk Improvements – With partial funding award, the Committee would like to see the proposed Run I be completed first.

- Bellevue Economic Enhancement Foundation, Bellevue Chamber Small Business Assistance – As stated in the 2nd public hearing, the Committee would like to see funds offered as a 50/50 match with a maximum award of $10,000.

- Housing Foundation for Sarpy County, Development Coordinator – The Committee would like to see a detailed time sheet and accomplishment report from the Coordinator for work specifically in Bellevue.

Also proposed

**Yes:** White, Hester, McCaw, Jenkins and Wees

**No:** None.

**5. Adjourn.**

**Discussion:** The meeting adjourned at 7:00 p.m.

**CITY OF BELLEVUE**
**NOTICE OF PUBLIC HEARING AND NOTICE OF AVAILABILITY OF THE**
**PROPOSED 2024-2028 CDBG CONSOLIDATED PLAN AND 2024 ACTION PLAN**

TO ALL INTERESTED AGENCIES GROUPS AND INDIVIDUALS:

The City of Bellevue, in consultation with local service providers, agencies, and individuals, has prepared and will submit the 2024-2028 Consolidated Plan and 2024 Action Plan of Activities for Community Planning and Development Programs including the Community Development Block Grant (CDBG) to the U.S. Department of Housing and Urban Development (HUD) in accordance with regulations at 24 CFR Part 91 governing consolidated submission for community planning and development programs.

A public hearing for the purpose of obtaining public comments on the draft 2024-2028 Consolidated Plan and 2024 Action Plan is scheduled for:

**Tuesday, August 6, 2024, at 6:00 PM during the Bellevue City Council meeting**
**in the City 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 August 2, 2024.

The Consolidated Plan identifies community development needs, goals, and priorities for Bellevue, and contains a housing and homeless needs assessment, a housing marketing analysis, and a strategic plan. The Action Plan addresses the intended use of an estimated $315,504.00 in entitlement grant funds under the Community Development Block Grant (CDBG) and identifies community development priority needs, objectives, and activities to be implemented during FY 2024-2025. All proposed activities are subject to approval and final adoption by the Mayor and the Bellevue City Council during the August 6, 2024, city council meeting. The following table summarizes the proposed allocations for planned activities in FY 2024-2025:

| | |
|---|---|
| **PUBLIC FACILITIES AND IMPROVEMENTS** | |
| City of Bellevue (Harvell Drive Sidewalk Improvement) | $ 73,179.00 |
| **HOUSING** | |
| Habitat for Humanity of Sarpy County (Home Repair Program) | $ 50,000.00 |
| **PUBLIC SERVICE** | |
| Bellevue Public School (Family Literacy Program) | $ 20,000.00 |
| Lift Up Sarpy County (Bellevue Emergency Community Response) | $ 13,662.50 |
| All Seasons Foundation (Assistance for Vulnerable Adults & Seniors) | $ 13,662.50 |
| **ECONOMIC DEVELOPMENT** | |
| Bellevue Economic Enhancement Foundation (Small Business Assistance Fund) | $ 50,000.00 |
| **OTHER ACTIVITIES/CAPACITY BUILDING** | |
| Housing Foundation of Sarpy County (Housing Development Director) | $ 40,000.00 |
| **ADMINISTRATION & PLANNING** | |
| Program Administration | $ 55,000.00 |
| **TOTAL** | **$ 315,504.00** |

The proposed Consolidated Plan and Action Plan are available for review 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 Public Housing Authority, 8214 Armstrong Circle, Bellevue, NE 68005.
- Bellevue Public Schools Lied Activity Center, 2700 Arboretum Dr, Bellevue, NE 68005.
- City of Bellevue website at www.bellevue.net

Questions, comments or suggestions are encouraged concerning the 2024-2028 Consolidated Plan and 2024 Action Plan and will be accepted until the time of final approval at the August 6, 2024, City Council meeting. All interested parties may submit written comments to the City of Bellevue, Attn: Abby Highland, CDBG Program Specialist, 1500 Wall Street, Bellevue, NE 68005; by email at abby.highland@outlook.com; or contact by phone at (402)293-3000. The approved Consolidated Plan and Action Plan will be submitted to the U.S. Department of Housing and Urban Development on or before August 15, 2024.

OMB Number: 4040-0004
Expiration Date: 11/30/2025

## Application for Federal Assistance SF-424

* 1. Type of Submission:
- [ ] Preapplication
- [x] Application
- [ ] Changed/Corrected Application

* 2. Type of Application:
- [x] New
- [ ] Continuation
- [ ] Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

4. Applicant Identifier: 47-6006099

5a. Federal Entity Identifier: 47-6006099

5b. Federal Award Identifier:

**State Use Only:**

6. Date Received by State:

7. State Application Identifier:

**8. APPLICANT INFORMATION:**

* a. Legal Name: CITY OF BELLEVUE

* b. Employer/Taxpayer Identification Number (EIN/TIN): 47-6006099

* c. UEI: MGFGXEFM3353

**d. Address:**

* Street1: 1500 WALL STREET
Street2:
* City: BELLEVUE
County/Parish:
* State: NE: Nebraska
Province:
* Country: USA: UNITED STATES
* Zip / Postal Code: 68005-3675

**e. Organizational Unit:**

Department Name: FINANCE DEPARTMENT

Division Name:

**f. Name and contact information of person to be contacted on matters involving this application:**

Prefix: MS.
* First Name: ABBY
Middle Name:
* Last Name: HIGHLAND
Suffix:

Title: CDBG PROGRAM SPECIALIST

Organizational Affiliation: CDBG CONSULTANT, CITY OF BELLEVUE, FINANCE DEPARTMENT

* Telephone Number: 402-293-3000
Fax Number: 402-293-3058

* Email: abby.highland@outlook.com

## Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

**Type of Applicant 2: Select Applicant Type:**

**Type of Applicant 3: Select Applicant Type:**

*** Other (specify):**

*** 10. Name of Federal Agency:**

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

**11. Catalog of Federal Domestic Assistance Number:**

14.218

**CFDA Title:**

COMMUNITY DEVELOPMENT BLOCK GRANT/ENTITLEMENT GRANTS

*** 12. Funding Opportunity Number:**

*** Title:**

**13. Competition Identification Number:**

**Title:**

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

PROJECTS TO BE FUNDED WITH B-24 ENTITLEMENT FUNDING INCLUDE PUBLIC FACILITIES AND IMPROVEMENTS, HOUSING, PUBLIC SERVICES, OTHER ACTIVITIES, AND PROGRAM ADMINISTRATION

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

## Application for Federal Assistance SF-424

**16. Congressional Districts Of:**

* a. Applicant: 1 * b. Program/Project: 1

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

**17. Proposed Project:**

* a. Start Date: 10/01/2024 * b. End Date: 09/30/2025

**18. Estimated Funding ($):**

| | |
|---|---|
| * a. Federal | 315,504.00 |
| * b. Applicant | |
| * c. State | |
| * d. Local | |
| * e. Other | |
| * f. Program Income | |
| * g. TOTAL | 315,504.00 |

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

**21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)**

☐ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

| | |
|---|---|
| Prefix: | MR |
| * First Name: | RUSTY |
| Middle Name: | |
| * Last Name: | HIKE |
| Suffix: | |
| * Title: | MAYOR, CITY OF BELLEVUE |
| * Telephone Number: | 402-293-3000 |
| Fax Number: | 402-293-3058 |
| * Email: | rusty.hike@bellevue.net |
| * Signature of Authorized Representative: | |
| * Date Signed: | |

# ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 02/28/2022

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant:, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29) U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statue(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statue(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.

14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

| SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL | TITLE |
|---|---|
| | MAYOR |
| APPLICANT ORGANIZATION | DATE SUBMITTED |
| CITY OF BELLEVUE, NE | |

## CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

**Affirmatively Further Fair Housing** --The jurisdiction will affirmatively further fair housing.

**Uniform Relocation Act and Anti-displacement and Relocation Plan** -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

**Anti-Lobbying** --To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

**Authority of Jurisdiction** --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

**Consistency with plan** --The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

**Section 3** -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 75.

_____ _____

Signature of Authorized Official Date

_____

Title

**Specific Community Development Block Grant Certifications**

The Entitlement Community certifies that:

**Citizen Participation** -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

**Community Development Plan** -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

**Following a Plan** -- It is following a current consolidated plan that has been approved by HUD.

**Use of Funds** -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

2. Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) _____[a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

**Excessive Force** -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

**Compliance with Anti-discrimination laws** -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

**Lead-Based Paint** -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

**Compliance with Laws** -- It will comply with applicable laws.

_____ _____

Signature of Authorized Official Date

_____

Title

**OPTIONAL Community Development Block Grant Certification**

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities which are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

_____ _____

Signature of Authorized Official Date

_____

Title

## APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:

**Lobbying Certification**

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

**RESOLUTION NO. 2024-19**

**A RESOLUTION ADOPTING THE 2024-2028 CONSOLIDATED PLAN FOR COMMUNITY DEVELOPMENT PROGRAMS, INCLUDING THE 2024 ACTION PLAN AND COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM BUDGET FOR THE OCTOBER 2024 – SEPTEMBER 2025 PROGRAM YEAR, AND AUTHORIZING THE MAYOR TO SUBMIT THE PLAN TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.**

**WHEREAS**, the 2024-2028 Consolidated Plan replaces all current planning and application requirements of the Community Planning and Development Programs funded by the U.S. Department of Housing and Urban Development; and

**WHEREAS,** the consolidated programs include Community Development Block Grant; Home Investment Partnership program, Emergency Shelter Grants and Housing Opportunities for Persons with AIDS; and

**WHEREAS,** the City of Bellevue has conducted public hearings and has received public input concerning the development of the Five-Year Consolidated Plan and informed residents of the proposed plan of activities and budget levels included in the Action Plan for Fiscal Year 2024-2025; and

**WHEREAS,** the Five-Year Consolidated Plan contains the HUD Form 424, 424-D; a Housing Market Analysis; a Housing and Homeless Needs Assessment; a Non-Housing Community Needs Assessment; a Strategic Plan and an Annual Action Plan for the current funding year and the required certifications of eligibility for federal assistance.

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

(a) The Council has reviewed the 2024-2028 Consolidated Plan which includes the plan for expenditures of Community Development Block Grant program funds and activities scheduled for October 2019 – September 2024 and find it to be consistent with the overall objectives of the Housing and Community Development Act and local neighborhood redevelopment strategies.

(b) The Council, after evaluation of all the pertinent information presented, authorize the Mayor to submit on behalf of the City of Bellevue, the 2024-2028 Consolidated Plan and 2024 Action Plan for Community Planning and Development Programs for the October 2024 – September 2025 Program Year.

**PASSED, APPROVED AND ADOPTED** by the Mayor and City Council of the City of Bellevue, State of Nebraska, on this 6th day of August 2024.

_____
Rusty Hike, Mayor, Bellevue, NE

(SEAL)

ATTEST:

_____
Susan Kluthe, City Clerk

15a.
8/6/2024

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

| | | | | | |
|---|---|---|---|---|---|
| COUNCIL MEETING DATE: 8/6/2024 | | | SUBMITTED BY: Finance | | |
| AGENDA ITEM: | | CONSENT AGENDA | ☐ | SPECIAL PRESENTATION | ☐ |
| LIQUOR LICENSE | ☐ | ORDINANCE | ☐ | PUBLIC HEARING | ☐ |
| RESOLUTION | ✔ | CURRENT BUSINESS | ☐ | OTHER | ☐ |

SUBJECT:

Resolution of approval for an amendment to the Management Services Agreement with American Resort Management ("ARM").

SYNOPSIS/BACKGROUND:

This resolution grants approval for the signature of the Mayor on the Amended Management Services Agreement with ARM. The original agreement was approved on February 2, 2024. This amendment changes certain provisions regarding compensation of the operator (ARM) regarding compensation of the operator (ARM) to more clearly allow for tax-exempt financing of the WaterPark. Any changes to the compensation of ARM are expected to be offset by savings in the financing of the WaterPark. With this amended agreement, the City of Bellevue can continue to pursue the bond issuance for the WaterPark. The fiscal impact will be significant if tax exempt bonds are issued versus taxable bonds.

FISCAL IMPACT:: +$10 million BUDGETED FUNDS?: Yes GRANT/MATCHING FUNDS?: No

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: 8/6/2024 CONTRACT TERM: 5 years CONTRACT END DATE: 2031

PROJECT NAME: Bellevue Bay Indoor Waterpark

START DATE: 2/27/2024 END DATE: PAYMENT DATE: TBD INSURANCE REQUIRED: Yes

CIP PROJECT NAME: Bellevue Bay Indoor Waterpark Construction CIP PROJECT NUMBER: BB25(1)

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

ACCOUNTING DISTRIBUTION CODE: WaterPark-DS ACCOUNT NUMBER: 7040

RECOMMENDATION:

Approve the Mayor to sign the Amended Management Services Agreement with ARM.

ATTACHMENTS:

| | | | | | |
|---|---|---|---|---|---|
| 1. | Resolution | 2. | Management Services Agreement | 3. | |
| 4. | | 5. | | 6. | |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 1/2024

**CITY OF BELLEVUE**

**RESOLUTION NO. 2024-18**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BELLEVUE, NEBRASKA APPROVING AMENDED AGREEMENT WITH AMERICAN RESORT MANAGEMENT LLC FOR MANAGEMENT OF THE WATER PARK

WHEREAS, the City of Bellevue desires to develop and own an indoor water park project (the "Water Park Project") located in Bellevue Nebraska, and to retain a facilities manager to operate the water park;

WHEREAS, American Resort Management LLC ("ARM") has expertise in the area of water park resort project development and facilities management;

WHEREAS, pursuant to Resolution No. 2024-02, the City engaged ARM to assist in the planning of the Water Park Project as described above and in the management of the water park, in the event that City is successful in securing a suitable location, financing, needed infrastructure, and other governmental formalities for the Water Park Project, as more fully set forth in the Design and Construction Consulting Agreement with ARM and the Management Services Agreement ("MSA") with ARM;

WHEREAS, the City and ARM seek to change certain provisions of the MSA regarding compensation of ARM as the operator of the water park to more clearly allow for tax-exempt financing of the water park, as set forth in the Amended MSA, attached as Exhibit A-1;

WHEREAS, said changes are expected to be offset by savings in the financing of the water park and to allow the City to continue to pursue the approved bond issuance for the water park with significant fiscal impact if tax exempt bonds, rather than taxable bonds, are issued.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Bellevue, Nebraska, that the City shall enter into the Amended Management Services Agreement with American Resort Management LLC, and the Mayor and City Clerk be and they are hereby authorized to execute on behalf of the City said Agreement in substantially the form presented but with any changes as such officers shall deem appropriate for and on behalf of the City.

This resolution shall be in full force and take effect from and after adoption as provided by law.

PASSED AND APPROVED THIS ___ DAY OF _____, 2024.

CITY OF BELLEVUE, NEBRASKA

_____
Mayor Rusty Hike

ATTEST:

_____
City Clerk

**MANAGEMENT SERVICES AGREEMENT**
**FOR**
**CITY OF BELLEVUE NEBRASKA**

This Amended Management Services Management Agreement is entered into by and between the CITY OF BELLEVUE NEBRASKA ("City") and American Resort Management, a Pennsylvania Limited Liability Company ("ARM" or "Manager").

**Recitals**

WHEREAS, City desires to construct and own an indoor/outdoor water park located in Bellevue, Nebraska (the "Facility"); and

WHEREAS, Manager is in the business of providing management services for water parks, hotels, resorts and facilities which are ancillary thereto, including (but not limited to) restaurants, gift shops and so forth; and

WHEREAS, City desires to retain Manager to operate and manage the Facility; and

WHEREAS, City and Manager desire to set forth their agreement with respect to the operation and management of the Facility.

NOW THEREFORE, and intending to be legally bound hereby, the Parties agree as follows:

## I. Definitions and Related Matters

1. Definitions and Related Matters.

1.1. Definitions. Unless the context already otherwise requires, for purposes of this Agreement, the terms set forth in Section 1.1.1 through 1.1.14, below, shall have the meanings indicated therein.

1.1.1. Agreement. The term "Agreement" means this Management Services Agreement and any exhibits or schedules thereto. The term "Agreement" also includes any amendments to this Agreement which may be entered into by the parties.

1.1.2. Annual Budget. The term "Annual Budget" means the budget which is approved by City and Manager with respect to each Fiscal Year pursuant to the process outlined in Section VI. Financial Matters in this Agreement.

1.1.3. Commencement Date. The term "Commencement Date" means the date on which Manager takes over the management and operation of the Facility, as set forth in Section 2.3, below.

1.1.4. Commercial Activities. The term "Commercial Activities" means the operational duties encompassed in this Agreement.

1.1.5. Corporate Employee or CE. The terms "Corporate Employee or "CE" mean a person who is employed or otherwise retained by Manager and who does not render services exclusively with respect to the Property. CEs include but are not limited to: 1) accounting personnel employed by Manager to provide accounting and other financial services to clients of Manager generally; and 2) human resources and relations managers employed by Manager to provide personnel services with respect to facilities managed by Manager for clients of the Manager generally; 3) marketing department employed by Manager to provide marketing and branding development services; and 4) Risk management and legal affairs personnel employed by Manager to provide risk management and legal work for Manager generally.

1.1.6. Effective Date. The term "Effective Date" means the date on which this Agreement is fully executed.

1.1.7. Facility. The term "Facility" refers specifically to the indoor/outdoor waterpark to be constructed in Bellevue, Nebraska and the subject of this Agreement and may be used interchangeably with the term "Property."

1.1.8. Fiscal Year. The term "Fiscal Year" means commencing October 1 and ending September 30. The term "Fiscal Year" also includes a "Short Fiscal Year", as defined in Section 1.1.17, below.

1.1.9. Manager. The term "Manager" means American Resort Management, LLC, limited liability company (ARM), and a party to this Agreement.

1.1.10. Operating Account. The term "Operating Account" means the account established pursuant to Section 4.2, below, into which all revenues generated by the Facility shall be deposited and from which all expenses associated with the operation of the Facility shall be paid.

1.1.11. City. The term "City" means the City Of Bellevue Nebraska and a party to this Agreement.

1.1.12. City Employee or OE. The terms "City Employee" and "OE" mean a person who is an employee of the City.

1.1.13. Parties. The term "parties" means the City Of Bellevue Nebraska and ARM, LLC.

1.1.14. Property. The term "Property" means the indoor/outdoor waterpark to be constructed in Bellevue, Nebraska and may be used interchangeably with the term "Facility". The term "Property" does not include any facility or activity of the City, which is not described in this Section 1.1.7 or the subject of this Agreement.

1.1.15. Property Specific Employee or PSE. The terms "Property Specific Employee" or "PSE" mean a person who is employed by Manager and whose duties relate exclusively to providing services with respect to the Property. PSEs would normally include, but are not limited to, maintenance personnel, aquatics personnel, housekeeping personnel, admissions personnel, restaurant personnel (if applicable), and so forth.

1.1.16. Reimbursable Expenses. The term "Reimbursable Expenses" means budgeted expenses incurred by Manager in performing its duties under this Agreement with respect to the Facility and which are reimbursable to Manager pursuant to the terms of this Agreement, or which are otherwise identified as Reimbursable Expenses in this Agreement. "Reimbursable Expenses" are more specifically described in Article V, below.

1.1.17. Short Fiscal Year. The term "Short Fiscal Year" means those periods of time (1) from the Commencement Date to the beginning of the next Fiscal Year and (2) from the end of the prior Fiscal Year to the termination of this Agreement, and which does not encompass a full Fiscal Year, *i.e.*, a full twelve months.

1.1.18. Term. The term "Term" means the time period that this Agreement is in effect. The term "Term" includes the initial term and any renewal term, as more specifically described in Section 7.1, below.

1.2. Recitals and Schedules. The recitals and schedules to this Agreement shall be considered a part of this Agreement, as if fully set forth herein.

1.3. Number. For purposes of this Agreement, the singular shall include the plural and the plural the singular, as the context may require.

1.4. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, and agreements of the parties with respect thereto. For the sake of clarity and the avoidance of doubt, this Agreement does not relate to any pre-opening or similar services with respect to the Facility, including but not limited to the Design and Construction Consulting Agreement between City and ARM.

1.5. Amendment. This Agreement may only be amended by a writing which has been executed by and authorized representatives of each party, as defined in Section 1.1.13.

## II. Retention of Manager

2. Retention of Manager.

2.1 Generally. City hereby engages Manager on an exclusive basis to operate and manage the Property on behalf of the City during the term of this Agreement. Manager hereby accepts such engagement.

2.2 Retention and Appointment of Manager. Subject to the limitations and terms and conditions of this Agreement, the City, hereby appoints Manager to act as the sole

and exclusive manager of the Property and as the exclusive agent for the City for all non-governmental matters related to the management of the operations of the Property during the term of this Agreement until the expiration or termination of this Agreement.

2.3 Commencement Date. The date on which the Manager shall commence to operate and manage the Property as Manager (the "Commencement Date") shall be the first day on which the Property opens for business.

2.4 Expenses Incurred Prior to Commencement Date. It is understood that, following the Effective Date of this Agreement, the Manager shall incur expenses prior to the Commencement Date which relate to the operation and management of the Property on and after the Commencement Date, and which are necessary to enable the Manager to operate and manage the Property on and after the Commencement Date effectively and efficiently. Such expenses include, but are not limited to, the hiring of PSEs, pre-Commencement Date wages of PSEs, and so forth. Such expenses shall be Reimbursable Expenses. The reimbursement of such expenses shall be in addition to, but shall not be duplicative of, any amounts paid by City to Manager pursuant to a pre-opening services agreement, including but not limited to the Design and Construction Consultation Agreement between City and ARM, between City and Manager.

2.5 No Representation or Warranty of Financial Performance. City acknowledges and understands that the financial performance of the Property will be affected by many factors which are beyond the reasonable control of the Manager, and which are unpredictable. Accordingly, City understands and agrees that: (1) Manager has not made, and Manager cannot make, any representations or warranties as to the financial performance of the Property during the term of this Agreement; and (2) the Agreement of the City and Manager as to the Annual Budget, as contemplated by Section 4.1, below, does not and will not constitute a representation or warranty by the Manager as to the financial performance of the Property during the Fiscal Year to which such Annual Budget relates.

## III. Management Obligations and Authority of Manager

3. Management Obligations and Authority of Manager.

3.1 Generally. Subject to the terms and conditions of this Agreement, Manager shall have the exclusive right, authority, and discretion to direct, supervise, manage and operate the Property on a day-to-day basis during the term of this Agreement. Such authority shall include, but not be limited to, the authority to contract to purchase such goods and services from third party vendors as may, in the judgment and discretion of the Manager, be reasonable and appropriate to operate the Property in an effective and efficient manner. However, Manager shall not expend or cause to be expended amounts in excess of the City-approved budget without City Council approval.

3.2 Specific Obligations and Authority.

3.2.1 Operations. Manager shall have the authority to make all determinations relating to the day-to-day operations of the Property. Such operational decisions include, but are not limited to: (1) establishing admission rates and policies; (2) establishing rental rates and charges for goods and services provided to guests and other third parties at the Property; and (3) establishing the hours of operation for each facility within the Property. However, Manager shall not expend or cause to be expended amounts in excess of the City-approved budget without City Council approval.

3.2.2 Collection of Revenues.

3.2.2.1 Generally. Manager shall use commercially reasonable efforts to collect all revenues due with respect to the Property. Expenses incurred by Manager with respect to such collection efforts shall be a Reimbursable Expense to the extent that such expenses are not paid directly from the Operating Account.

3.2.2.2 Certain Tax Obligations. Manager shall have the obligation to collect, account for and remit to the appropriate taxing authorities, on behalf of the City, any taxes levied upon the operation of the Property, including, without limitation, sales and use taxes, amusement taxes, franchise tax and so forth. For the sake of clarity and the avoidance of doubt, Manager shall not be responsible for collecting and remitting any income taxes or similar tax obligations of the City arising out of or relating to income generated by the Property.

3.2.3 Utilities. Manager shall have the authority to contract with electrical, water, gas, sewer, cable/satellite television and other utility providers to provide utilities to the Property.

3.2.4 Cleaning and Related Services. To the extent not provided by the Manager directly through PSEs, Manager shall have the authority to contract with third party vendors to provide cleaning, waste management, and related services to the Property.

3.2.5 Maintenance. To the extent not provided by the Manager directly through PSEs, Manager shall have the authority to contract with third party vendors to provide maintenance services to the Property.

3.2.6 Supplies. Manager shall have the authority to contract with third party vendors to acquire all necessary supplies and related services necessary for the operation of the Property. Such supplies and related services include, but are not limited to, aquatic supplies, linen services, cleaning materials, restroom supplies, and articles normally and customarily furnished to guests as part of the aquatic, food and beverages, tableware, furnishings, restaurant supplies and guest shop inventory.

3.2.7 FFE Replacement. Manager shall have the authority to contract with third party vendors to acquire (by purchase and/or lease) furnishings, fixtures, and equipment for use in the operation of the Property in the ordinary course of business and the cost of which does not exceed $25,000 per item. Such items include but are not limited to: (1) cash registers; (2) kitchen equipment; (3) cleaning equipment; (4) vehicles for guest transportation; (5) furniture and furnishings; and (6) office equipment.

3.2.8 Public Relations, Advertising and Promotion. Manager shall have the authority to contract for the provision of advertising and promotional materials and services with respect to the Property. Such advertising and promotional materials and services include, but are not limited to: (1) television, radio and other media forms of advertising; (2) participation in reservation services; (3) entering into arrangements with third parties to create promotional packages in which the Property participates; and (4) engaging in or otherwise supporting community and/or charitable activities which promote the image and presence of the Property among potential customers and referral sources. The Manager shall develop, implement and periodically update an on-going marketing program for the Property.

3.2.9 Licenses and Permits. Manager shall obtain and keep in full force and effect on behalf of City or in City's name, as may be required by applicable law, any and all licenses and permits necessary for the operation of the Property, as and to the extent that such licenses and permits are within the control of the Manager. City shall fully cooperate with the Manager in applying for, and maintaining in effect, all such licenses and permits.

3.2.10 Certain Costs and Expenses. The Manager shall have the obligation and authority to oversee and manage the payment of all mortgage and interest payments related directly to the Property, lease payments, insurance premiums, real estate and personal property tax assessments and similar costs and expenses associated with the operation and maintenance of the Property. Such expenses shall be paid from the Operating Account.

3.2.11 Other Duties and Authority. The enumeration of certain specific obligations and authority of the Manager in Sections 3.2.1 through 3.2.10, above, is not intended to limit the generality of Section 3.1, above, but rather is provided for clarity and the avoidance of doubt. Subject to the terms, conditions and limitations of this Agreement, it is intended that the Manger shall have full authority to operate and manage the Property, and to do all things, in the name of and/or on behalf of the City, which are reasonably necessary to operate and manage the Property.

3.3 Contracting Authority.

3.3.1 Generally.

3.3.1.1 In the Name of Manager. Upon receiving consent of the City, the Manager may enter into contracts relating to the operation and/or management of the Property in the name of the Manager. In this regard, the City and the Manager acknowledge that it may be advantageous to have the Manager contract, in the Manager's name, for goods or services to be provided to the Property. All expenses and financial obligations relating to or arising under such contracts shall be Reimbursable Expenses. To the extent that such contracts may relate to multiple facilities managed by Manager, such expenses and financial obligations will be allocated to the Property on an equitable basis.

3.3.2 Limitations on Contracting Authority.

3.3.2.1 Monetary Limitation. Notwithstanding any other provision of this Agreement, the Manager shall not enter into any contract relating to the operation and/or management of the Property which reasonably can be expected to exceed, in any Fiscal Year, $250,000.00 in value, without the prior written consent of the City.

3.3.2.2 Term. Notwithstanding any other provision of this Agreement, the Manager shall not enter into any contract relating to the operation and/or management of Property, the term of which extends beyond the initial term of this Agreement or any renewal term then in effect, or for a term of more than one year, whichever is shortest, without the prior written consent of the City. In determining the term of any such contract, the term will be deemed to expire on the earliest date as of which the contract may be terminated by the City or Manager (as the case may be), without penalty or other early termination charges.

3.3.2.3 Consent Through Approval of Annual Budget. For purposes of this Section 3.3.2, any required consent of the City shall be deemed to have been given if the contract in question has been accounted for and reasonably disclosed in the Annual Budget for the Fiscal Year in question and such Annual Budget has been approved by the City. And, as stated in sections 3.1 and 3.2.1, Manager shall not expend or cause to be expended amounts in excess of the City-approved budget without City Council approval.

3.4 Employees.

3.4.1 Generally. Except as otherwise set forth on Schedule 3.4.1 to this Agreement, the City and the Manager acknowledge that the Property shall be operated and managed solely by Corporate Employees (CEs) and Property Specific Employees (PSEs), and City Employees (OEs) may participate in the operation of the Property, with approval from Manager and without compensation from the Manager. Any City Employee involved in the operation of the Property must be subject to City's worker's compensation coverage.

3.4.2 Hiring. The Manager shall have the sole authority, in the Manager's sole discretion, to hire, train, promote, supervise, direct the work of and discharge all CEs and PSEs providing services with respect to the Property.

3.4.3 Compensation and Benefits. Consistent with the applicable Annual Budget, Manager shall have the right to fix the terms of compensation, to pay incentive

compensation, and to provide employee benefits to all CEs and PSEs providing services with respect to the Property. Such employee benefits may include, but are not limited to, pension plans, health insurance, life insurance, disability insurance and similar employee benefit plans. For the sake of clarity and the avoidance of doubt, the City and the Manager expressly acknowledge and agree that it is their intent that such compensation and benefits be reasonably sufficient to attract and retain employees in, and to otherwise remain competitive within, the employee workforce market in which the Property is located.

3.4.4 Certain Tax Matters Related to Employees. It is expressly understood and agreed that all CEs and PSEs providing services to the Property will be the employees of the Manager for all purposes, including, without limitation, federal, state and local tax and reporting purposes. City acknowledges and agrees that Manager, as the employer of all of the CEs and PSEs providing services to the Property, shall be entitled to all federal, state and/or local tax credits or benefits allowed to employers relating to the CEs and PSEs, including, without limitation, the Work Opportunity Tax Credit, The Targeted Jobs Tax Credit, and similar tax credits: *Provided, however*, that Manager shall pay all incremental fees, if applicable, to qualify for such tax credits.

3.4.5 Reimbursement of Expenses Related to PSEs and CEs.

3.4.5.1 Generally. Except as set forth in Section 3.4.5.2, below, with respect to CEs, all expenses incurred by the Manager with respect to CEs and PSEs shall be Reimbursable Expenses. Such expenses include, but are not limited to: (1) wages; (2) benefits of any type, including, without limitation, workers compensation insurance and benefits, pension benefits, health insurance, disability insurance, life insurance, sick benefits, severance pay and vacation pay; (3) the Manager's share of employee trust fund taxes, including (without limitation) FICA, FUTA and similar federal, state and local taxes or impositions paid by the Manager with respect to the CE or PSE; (4) employee expense reimbursement owed by the Manager to CEs and PSEs; and (5) professional expenses, including (without limitation) legal, accounting and actuarial services required by the Manager with respect to any employee matters including (without limitation) workers compensation claims, unemployment compensation claims, other employment based claims and pension administration.

3.4.5.2 CEs. The parties acknowledge that CEs shall normally provide services with respect to multiple facilities managed by the Manager. An allocable portion of all expenses incurred by the Manager with respect to CEs shall be Reimbursable Expenses. Such allocation shall be equitably based upon the amount of time spent by the CE in question providing services to the Property as compared to time spent by such CE with respect to matters unrelated to the Property.

3.4.5.3 Certain Employee Expenses Related to Termination of this Agreement. The City and Manager acknowledge and agree that: (1) the Manager will be required to terminate all PSEs and, potentially, certain CEs, upon termination of this Agreement; and (2) the Manager will incur certain expenses related to the termination of the employment of such PSEs and CEs. The City and the Manager agree that such termination-related expenses shall be Reimbursable Expenses. Termination related expenses include, but are not limited to:

(1) compensation in lieu of vacation pay and sick leave; (2) reasonable severance pay; (3) unemployment benefit obligations; (4) COBRA liability; (5) WARN Act liability; and (6) such other termination benefits as are due the terminated employee pursuant to law and/or which arise under benefit plans established by the Manager pursuant to Section 3.4.3, above. The provisions of this Section 3.4.5.3 shall be applicable regardless of the basis upon which this Agreement is terminated, or the reason(s) therefor.

## IV. Financial Matters

## 4. Financial Matters

### 4.1 Annual Budget

4.1.1 Adoption Generally. Not less than 90 days prior to the beginning of each Fiscal Year, Manager shall prepare and submit to City for City's approval a written budget for such Fiscal Year (the "Annual Budget"). The Annual Budget shall set forth in reasonable detail all revenues projected to be generated and all expenses projected to be incurred in the operation and management of the Facility. The Annual Budget shall also include a capital budget identifying any capital improvements or replacements (such as, but not limited to, fixtures, furnishings, and equipment) to be paid for from operating revenues during the Fiscal Year in question. The City shall approve or disapprove the proposed Annual Budget as soon as practicable following its receipt, but in no event later than 45 days following its receipt from the Manager, provided, however, that City shall not withhold its approval with respect to costs that are reasonably necessary to comply with Applicable Law. If the City fails to approve or disapprove the proposed Annual Budget in writing within 60 days after its receipt, the City shall be conclusively deemed to have approved the proposed Annual Budget. If the City disapproves of the proposed Annual Budget, the City and the Manager will consult for the purpose of reaching agreement on the Annual Budget. City and Manager shall use commercially reasonable efforts to resolve any such objections. If the Annual Budget is not approved by the City after consulting with Manager, then the previous year's budget will apply, subject to reasonable increases in operating costs adjusted per the applicable year's CPI Index as published by the Bureau of Labor Statistics (BLS), unless the City adopts a new budget.

4.1.1. Fiscal Year. The Fiscal Year is set from October 1 to September 30 for each year of the Term of this Agreement.

4.1.2. Short Fiscal Year. Not less than 90 days prior to the Commencement Date, Manager shall prepare and submit to City for City's approval a written Annual Budget for the Short Fiscal Year, which shall begin on the Commencement Date and end on September 30.

4.1.3. Amendment of Annual Budget. An Annual Budget may be amended at any time upon approval by the City.

4.1.4. Adherence to Annual Budget. The Manager will exercise commercially reasonable efforts to adhere to the Annual Budget in the operation and management of the Property. In particular, the Manager will exercise commercially reasonable efforts to hold or reduce costs in the event that revenues do not attain the budgeted levels, so as to maintain the profitability of the Facility to the extent reasonably possible. Notwithstanding the foregoing, City acknowledges, understands and agrees that: (1) certain components of the Annual Budget, including, without limitation, overall revenues, utility costs, costs associated with events of *force majeure*, and so forth, are not within the control of Manager; (2) certain expenses are either fixed or are not otherwise subject to the control of the Manager, including, without limitation, Facility related expenses such as loans; and (3) Manager cannot guarantee that, and Manager makes no representation or warranty with respect to, (a) the gross revenues of the Facility, (b) the overall expenses to be incurred in the operation and management of the Facility, and (c) the profitability of the Facility.

4.2. Operating Account.

4.2.1. Establishment. A bank account at a bank agreed upon by the City and the Manager which shall be identified as the "Operating Account" for the Facility shall be established. The Operating Account shall be subject to the terms, conditions and limitations set forth in this Agreement. The Operating Account shall be a single account, but may have such sub-accounts (including, but not limited to, reserve accounts for capital repairs and improvements) as may be agreed upon by the Manager and the City. The Manager shall have the authority to withdraw funds to fund approved expenditures and contractual obligations from the Operating Account during the term of this Agreement.

4.2.2. Operation of Operating Account.

4.2.2.1. Revenues. The Manager shall cause all revenues derived from the operation of the Facility to be deposited into the Operating Account: *Provided, however,* that the Manager shall be entitled to keep such petty cash on hand at the Facility as is reasonable and necessary to operate the facilities located at the Facility on a day-to-day basis, including, but not limited to, guest shops, restaurants and so forth.

4.2.2.2. Expenses. The Manager shall cause all expenses incurred in the operation and management of the Facility to be paid from the Operating Account. Such expenses include, but are not limited to: (1) all Reimbursable Expenses; (2) all expenses and payment obligations incurred with respect to contracts for goods and/or services entered into by the Manager in the name of the City pursuant to the terms of this Agreement; (3) any expenses which are identified in this Agreement as being payable from the Operating Account; and (4) any expenses which are agreed upon by the Manager and City as being payable from the Operating Account. To the extent that any sub-accounts may have been

established by agreement of the Manager and the City, funds from such sub-accounts shall only be used by Manager for the purposes for which the sub-account in question was established, or as may otherwise be agreed to in writing by the Manager and the City.

4.2.2.3. Minimum Balance. The City and the Manager agree that the operation of the Facility requires a minimum amount of working capital. Accordingly, unless otherwise agreed upon by the Manager and City, there shall at all times be maintained in the Operating Account (exclusive of funds placed in sub-accounts for dedicated purposes) an amount equal to 6 weeks, unless at the City's discretion, the account could be lowered to 4 weeks of operating expenses. If the balance in the Operating Account (exclusive of funds placed in sub-accounts for dedicated purposes) falls below 4 weeks, the Manager shall so advise the City and the City shall, within three (3) business days, deposit an amount in the Operating Account sufficient to cause the balance of the Operating Account to be equal to or greater than such minimum required balance.

4.2.2.4. Disbursement of Excess Funds to City. The Manager shall disburse to the City funds in the Operating Account which are in excess of the minimum balance requirement set forth in Section 4.2.2.3, above. Such disbursements shall be made on a quarterly basis, or at such other times as may be agreed upon by the City, or as may be set forth in the Annual Budget.

4.2.2.5. Initial Funding. On such later date as may be agreed upon by the City and the Manager, the City shall initially fund the Operating Account by depositing an amount as agreed upon by the City and the Manager. The Initial Funding shall be comprised of amounts required to fully fund pre-opening operational costs to include, but not be limited to, marketing, training, inventory establishment, and other required pre-opening expenditures.

4.3. Obligation of City to Fund Operations. Under no circumstances shall the Manager be obligated to fund the operations and expenses of the Facility, and Manager shall have no obligation to advance funds for such purposes. The Manager may suspend providing management services under this MSA should funding for the operations and expenses of the waterpark be unavailable.

## V. Reimbursement of Expenses of Manager

5. Reimbursement of Expenses of Manager.

5.1. Generally. It is the understanding and agreement of the City and Manager that the City shall reimburse to Manager all direct and actual, out-of-pocket expenses incurred by the Manager in the performance of the Manager's obligations under this Agreement.

5.2. Specific Items Reimbursable.

5.2.1. Generally. The provisions of 5.2 are not intended to limit the application or generality of Section 5.1, above, but rather are set forth herein for the purposes of clarity and the avoidance of doubt.

5.2.2. Property Specific Employer Expenses.

5.2.2.1. Wages, Benefits and Related Items. All expenses incurred by the Manager with respect to PSEs shall be Reimbursable Expenses, as more specifically set forth in Section 3.4.5.1, above.

5.2.2.2. Termination Expenses. All expenses incurred by the Manager in connection with the termination of PSEs, as more specifically described in Section 3.4.5.3, above, shall be Reimbursable Expenses.

5.2.3. Corporate Employee Expenses.

5.2.3.1. Wages, Benefits and Related Items. Subject to the limitations set forth in Section 3.4.5.2, above, all expenses incurred by the Manager with respect to work performed by CEs with respect to the Property shall be Reimbursable Expenses, as more specifically set forth in Section 3.4.5.1, above.

5.2.3.2. Termination Expenses. All expenses incurred by the Manager with respect to the termination of CEs, as more specifically described in Section 3.4.5.3, above, shall be Reimbursable Expenses.

5.2.4. Professional Expenses. The City and the Manager acknowledge that the Manager is authorized to retain professional advisors (including, without limitation, legal, accounting, engineering, and environmental advisors) with respect to matters arising out of or relating to the operation and management of the Property. It is contemplated that such advisors will be compensated by direct disbursement from the Operating Account. However, to the extent that any such expenses may be paid by the Manager, such expenses shall be Reimbursable Expenses.

5.2.5. Travel. Manager shall be entitled to reimbursement of all reasonable, ordinary, and necessary expenses incurred in the performance of its duties hereunder; including, but not limited to, travel expenses. In the event that the Manager is required to travel on behalf of the City, City shall reimburse Manager for; (I) mileage at the IRS approved standard rate or airfare; and (II) accommodations and meals at the State per diem rate. The Manager shall provide City with an itemized expense report for all reimbursable expenses incurred on behalf of the City. City may request to examine receipts for any reimbursable expenses.

5.3. Mechanism for Reimbursement.

5.3.1. Generally. The Manager shall be entitled to receive reimbursement for Reimbursable Expenses by making draws directly from the Operating Account. The Manager

may make such draws in advance of the actual expenditure in question to the extent that such expenses are reasonably ascertainable and such advance is no more than five (5) business days prior to the date on which such expense shall be paid by the Manager. Such advance draws include, but are not limited to, transfers from the Operating Account to the Manager's payroll account to cover weekly wages for PSEs and Reimbursable Expenses (including, without limitation, the Manager's portion of applicable payroll taxes) associated therewith.

5.3.2. Refund of Excess Reimbursements. In the event that reimbursements for Reimbursable Expenses should exceed the amount of such Reimbursable Expenses, or the Manager makes a recovery (through insurance or otherwise) with respect to Reimbursable Expenses previously reimbursed to the Manager, the Manager shall promptly refund to the City any such excess amounts and/or recoveries. Such refunds may be made by the Manager through a deposit thereof in the Operating Account or as may otherwise be agreed upon by the City and the Manager.

## VI. Compensation to Manager

6.1 Compensation. In consideration for the services rendered by the Manager pursuant to this Agreement, the City agrees to pay to the Manager in accordance with the provisions of this Article 6.1, Attachment A, to this Agreement, Management Services Fee Schedule. The Manager shall have the right to withdraw such compensation from the Operating Account.

6.2 Nature of Compensation. The compensation described in this Article VI is in consideration for the obligations undertaken and performed by the Manager under this Agreement. Such compensation is in addition to, and not in lieu of, any Reimbursable Expenses and any other monetary obligations of the City to the Manager under this Agreement.

## VII. Term and Termination

7.1. Term.

7.1.1. Initial Term. The initial term of this Agreement shall begin on the Commencement Date and shall continue for a term of 5 (five) years ending on the last calendar day of the 5-year initial term, unless earlier terminated pursuant to Section 7.2, below.

7.1.2. Renewal Term. This Agreement shall automatically renew for 5 (five) years following the initial term, unless: (1) a notice of non-renewal shall have been timely given by either party as set forth in Section 7.2.2, below; or (2) this Agreement is otherwise terminated prior to the completion of the initial term or the renewal term then in effect, as the case may be, pursuant to the provisions of Section 7.2, below.

7.2. Termination.

7.2.1. Mutual Written Agreement. This Agreement may be terminated at any time by mutual written agreement of the parties.

7.2.2. Expiration of Initial Term or Renewal Term Following the Giving of Notice of Non-Renewal. This Agreement shall automatically terminate upon the expiration of the initial term or the renewal term then in effect if either party shall have given to the other party a written notice of non-renewal in accordance with this Section 7.2.2. Such notice of non-renewal shall be identified as a notice of non-renewal which is being given pursuant to this Section 7.2.2 and must be given no later than one hundred and twenty (120) days prior to the expiration of the initial term or renewal term in question, as the case may be. Such notice of non-renewal may not be revoked unless agreed to by the Parties. No other action on the part of either party shall be necessary following the giving of a notice of non-renewal to cause the termination of this Agreement to be effective upon the expiration of the initial term or the renewal term in question, as the case may be.

7.2.3. Destruction or Loss of the Facility. Either party may terminate this Agreement upon sixty (60) days written notice to the other party if the Facility is substantially destroyed or the Facility is taken by any governmental or other entity pursuant to the power of eminent domain.

7.2.4. By City for Cause.

7.2.4.1. Generally. The City may terminate this Agreement for cause at any time upon the commission of an event of default by the Manager. For purposes of this Section 7.2.4, an "event of default by the Manager" shall consist of one or more of the following events: (1) an act of fraud by the Manager with respect to the City; (2) embezzlement or misappropriation by Manager of funds or Facility of the City; and (3) any breach of this Agreement by Manager which remains uncured for a period of sixty (60) days following receipt by Manager of a written notice from the City describing such breach in reasonable detail and demanding the cure thereof. Termination pursuant to this Section 7.2.4 shall be effectuated by the City giving the Manager written notice thereof. Such written notice of termination must be separate from any notice given pursuant to clause (3) of the preceding sentence.

7.2.4.2. Theft by Employees of Manager. For the purposes of this Section 7.2.4.2, acts of fraud, embezzlement and/or misappropriation by employees of Manager which are for the personal benefit of the employee in question and are undertaken without the knowledge or consent of the senior management of the Manager, shall not be attributed to the Manager and shall not serve as a basis for terminating this Agreement pursuant to this Section 7.2.4.2 as long as (i) upon learning of such acts of fraud,

embezzlement and/or misappropriation, Manager promptly (but no later than ten (10) days) cures such acts, including reimbursing City, and (ii) Manager properly terminates such employee and seeks to file criminal charges against the employee. Without limiting the generality of the preceding sentence, the parties acknowledge that the purpose of this Section 7.2.4.2 is to exclude petty theft on the part of employees as a basis for terminating the Manager for cause. The provisions of this Section 7.2.4.2 shall not, however, be construed as limiting the obligation of the Manager to take reasonable and appropriate measures to reduce and discourage employee theft.

7.2.5. By Manager for Cause. The Manager may terminate this Agreement for cause at any time upon the commission of an event of default by the City. For purposes of this Section 7.2.5, an "event of default by the City" shall consist of one or more of the following events: (1) the City fails to comply with its obligation under Section 4.2.2.3, above, relating to the maintenance of a minimum balance in the Operating Account; (2) the City fails to comply with Section 4.2.2.5, above, relating to the initial funding of the Operating Account; (3) the failure of the City to timely pay the Manager pursuant to the payment schedule outlined in Attachment A - Management Services Fee Schedule; and (4) any breach of this Agreement by City which remains uncured for a period of sixty (60) days following receipt by the City of a written notice from the Manager describing such breach in reasonable detail and demanding the cure thereof. Termination pursuant to this Section 7.2.5 shall be effectuated by the Manager giving the City written notice thereof. Such written notice of termination must be separate from any notice given pursuant to clause (4) of the preceding sentence.

7.2.6. By the City without Cause. The City shall have the right to terminate this Agreement without cause at the City's discretion at any time, without any reason, upon thirty (30) days prior written notice to the Manager.

7.2.7. By the Manager without Cause. The Manager shall not have the right to terminate this Agreement without cause at the Manager's discretion, upon ninety (90) days prior written notice to the City.

7.3. Effect of Termination.

7.3.1 Generally. Except as otherwise provided in this Agreement, upon termination of this Agreement all obligations of the parties under this Agreement shall terminate in their entirety. Notwithstanding the foregoing, those obligations and rights of the parties accruing prior to termination or as a result of the termination, shall survive termination of this Agreement. Those provisions of this Agreement which, by their express terms or by their operation, are intended to survive termination, shall survive termination of this Agreement. Such provisions include, but are not limited to, Article VI, above, this Article VII, and Article X, below.

7.3.2 Obligation of City to Pay Compensation and Reimburse Reimbursable Expenses. The obligation of the City to pay base and incentive compensation pursuant to Article VI of this Agreement, and to reimburse Reimbursable Expenses, as set forth in Article V Section 3.4.5, above, and any other provisions of this Agreement relating to the reimbursement of Reimbursable Expenses, shall survive termination.

7.3.3 Termination Payment. Within the first 12 months of opening, if the City terminates this Agreement without cause pursuant to Section 7.2.6 above, the City shall pay to the Manager a termination payment in the amount of $250,000. Such termination payment shall be paid to the Manager not more than 60 days following the date on which the City gave the Manager notice of the termination of this Agreement without cause. The Manager shall have the right to withdraw such termination payment from the Operating Account.

## VIII. Insurance

8.1 Insurance Requirements and Limits. See Schedule 8

8.1.1. Insurance Placed by City. The City shall keep in effect during the term of this Agreement, at City's sole expense, those insurance policies and coverages which are described in Schedule 8 to this Agreement. Unless otherwise agreed upon by the City and the Manager in writing, the Manager shall not have the responsibility for procuring the insurance policies and coverages described in Schedule 8.1. Such insurance policies and coverages shall provide the following:

(1) The Manager shall be named as an additional insured and, if permitted by state law and/or city ordinance, any right of subrogation against the Manager and the Manager's employees shall be waived by the insurer.

(2) The policies shall not be cancelled except upon thirty (30) days prior written notice to the Manager.

(3) The loss payees (to the extent applicable) shall be the City and the Manager, as their interests may appear.

(4) The City shall, from time to time upon request, provide the Manager certificates of insurance evidencing the insurance policies and coverages required by this Section 8.1.

8.1.2. Insurance Placed by Manager. The Manager shall keep in effect during the term of this Agreement those insurance policies and coverages which are described in Schedule 10 to this Agreement. Unless otherwise agreed upon by the City and the Manager in writing, the City shall not have the responsibility for

procuring the insurance policies and coverages described in Schedule 8. Such insurance policies shall provide the following:

(1) The City shall be named as an additional insured and any right of subrogation against the City and the City's employees shall be waived by the insurer.

(2) The policies shall not be cancelled except upon thirty (30) days prior written notice to the City.

(3) The loss payees (to the extent applicable) shall be the City and the Manager, as their interests may appear.

(4) The Manager shall, from time to time upon request, provide to the City certificates of insurance evidencing the insurance policies and coverages required by this Section 8.1.2. Unless otherwise noted on Schedule 8, the insurance premiums paid by the Manager for such insurance policies and coverages shall be Reimbursable Expenses.

## IX. Accounting and Reporting

9.1. Maintenance of Records. The Manager shall maintain accurate, complete, and separate records showing income and expenditures relating to the operation of the Facility, and from which accounts payable and accounts receivable, available cash, and other assets and liabilities pertaining to the Facility can be readily identified, and the amounts determined at any time. The City shall have the right at any reasonable time personally or through the City's representative(s), to inspect the records kept by the Manager pertaining to the Facility, including, but not limited to, all checks, bills, invoices, contracts, statements, vouchers, cash receipts, correspondence, and all other records dealing with the management and operation of the Facility. The City shall have the further right to audit and/or have an audit made at City's expense of all account books, financials, and records pertaining to the management and operation of the Facility, including but not limited to all forms of related financial and accounting activity.

9.2. Reports.

9.2.1. Annual Financial Report. With respect to each Fiscal Year, the Manager will cause an annual financial report to be prepared showing all revenues, costs and expenses in detail. The report will be certified by the Manager as complete and accurate and will be submitted to the City no later than ninety (90) days following the Fiscal Year in question.

9.2.2. Annual Physical Condition Report. The Manager will furnish an annual report with respect to the physical and operational condition of the Facility and its equipment on or about January 30th of each year.

9.2.3. Financial Reports. The Manager will furnish monthly to the City a cash basis balance sheet and a profit/loss statement detailing all receipts and disbursements, for each month, such statement to be furnished to City within six (6) days of each month-end or other such date as agreed upon between the parties. Such statement shall show the status of income and expenses and shall be supported by bank statements, canceled checks, vouchers, duplicate invoices, and similar documentation covering all items of income and expense, the originals of which shall be kept in the Manager's office and be available for inspection by the City or City's representative(s) at all reasonable times. The Manager also will furnish to City accrual-based financials on or before the eighteenth (18th) day of each month for the preceding month, or other such date as agreed upon between the parties.

9.2.4. Operating Statements. The Manager shall provide quarterly operating statements showing income and expense for the Fiscal Year quarter and Fiscal Year to date and for the same period of the preceding year.

9.3. Record Retention. The Manager shall retain all records required to be created and/or maintained by the terms of this Agreement for a period of four (4) years.

9.4. Survival. Except as set forth in this Section 9.4, the provisions of this Article IX shall survive the termination of this Agreement. Sections 9.2.1, 9.2.3 and 9.2.4 shall survive with respect to the last Fiscal Year during the Term of this Agreement, it being the intent of the parties that the Manager shall provide such reports for the periods of time running through the end of the Term of this Agreement. Section 9.2.2 shall not survive termination of this Agreement.

## X. Other Provisions

10.1. Sale of Alcoholic Beverages. Reserved

10.2. Representations and Warranties of Manager. Manager represents, warrants and covenants with City as of the Effective Date as follows:

10.2.1. Due Organization. Manager is duly organized, validly existing, and in good standing, is duly qualified to do business in the State in which the Management Services are to be performed and has full power, authority, and legal right to execute, perform, and timely observe all of the provisions of this Agreement. Manager's execution, delivery and performance of this Agreement have been duly authorized.

10.2.2. Valid and Binding Obligations. This Agreement constitutes a valid and binding obligation of Manager and does not and will not constitute a breach of or default under the corporate documents or bylaws of Manager or the terms, conditions or provisions of any law, order, rule, regulation, judgment, decree, agreement or instrument to which Manager is a party or by which it or any of its assets is bound or affected.

10.2.3. No Third Party Approval Required. No approval of any third party is required for Manager's execution and performance of this Agreement that has not been obtained prior to the execution of this Agreement.

10.2.4. Maintaining Legal Existence. Manager shall, at its own expense, keep in full force and effect throughout the Term of this Agreement its legal existence and the rights required for it timely to observe all of the terms and conditions of this Agreement.

10.2.5. No Litigation. There is no litigation or proceeding pending or, to the knowledge of the Manager, threatened against Manager that could adversely affect the validity of this Agreement or the ability of Manager to comply with its obligations under this Agreement.

10.3. Representations and Warranties of City. City represents, warrants and covenants to Manager as of the Effective Date and the Commencement Date, as follows:

10.3.1. Due Organization. City is duly organized, validly existing, and in good standing and is duly qualified to do business in the state in which the Facility is located, and has full power, authority and legal right to execute, perform and timely observe all of the provisions of this Agreement. City's execution, delivery and performance of this Agreement have been duly authorized.

10.3.2. Valid and Binding Obligation. This Agreement constitutes valid and binding obligations of City and do not constitute a breach of or default under the corporate documents or bylaws of City or the terms, conditions or provisions of any law, order, rule, regulation, judgment, decree, agreement or instrument to which City is a party or by which it or any of its assets is bound or affected.

10.3.3. No Third-Party Approval Required. No approval of any third party (including any holder of any Mortgage) is required for City's execution and performance of this Agreement that has not been obtained prior to the execution of this Agreement.

10.3.4. Continued Legal Existence. City shall, at its own expense, keep in full force and effect throughout the Term of this Agreement its legal existence and the rights required for it timely to observe all the terms and conditions of this Agreement.

10.3.5. Required Approvals. City shall maintain throughout the term of this Agreement all approvals that are required to be in its name and that are necessary to own and

operate the Facility, but the foregoing shall not relieve Manager from obtaining permits, licenses, authorizations and other approvals required hereunder.

10.3.6. No Adverse Litigation/Condemnation. There is no litigation or proceeding pending or threatened against City, or to the knowledge of City, against the Facility, that could adversely affect the validity of this Agreement or the ability of City to comply with its obligations under this Agreement. City is not aware of any condemnation proceeding pending or threatened against the Facility or any portion thereof.

10.3.7. Environmental. Except as disclosed by City, in writing and added as an attachment to this Agreement, City has no actual knowledge that the Facility violates any environmental legal requirement or any law or regulation relating to environmental conditions or safety.

10.3.8. Rights to Purchase. City has not granted any other person the right to purchase the Facility.

10.3.9. No Hazardous Materials. City shall not knowingly use or occupy, or knowingly permit the Facility or any part thereof to be used or occupied, for any unlawful, or ultra hazardous use (including the prohibited or unlawful use or storage of hazardous materials, or any disposal of hazardous materials), or operate or conduct the business of the Facility in any manner known to constitute or give rise to a nuisance of any kind.

10.4. Disputes; Governing Law

10.4.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws and jurisdiction of Nebraska.

10.4.2 Disputes. All disputes in any manner relating to or arising out of this Agreement which the parties cannot resolve themselves will be resolved first through mediation and second through the and under the jurisdiction of the court system of the county of Sarpy County, State of Nebraska, or the United States District Court for the District of Nebraska. Any final order or award by either court, if not appealed, shall be binding and enforceable by the Parties. All Parties shall be responsible for their own cost and attorney's fees unless otherwise provided by law, regardless of the determination of the prevailing Party to be.

10.5. Waivers, Modifications, Remedies. No failure or delay by a party to insist on the strict performance of any term of this Agreement, or to exercise any right or remedy consequent on a breach thereof, shall constitute a waiver of any breach or any subsequent breach of such term. Neither this Agreement nor any of its terms may be changed or modified, waived or terminated (unless otherwise provided hereunder) except by an

instrument in writing signed by the party against whom the enforcement of the change, waiver or termination is sought.

10.6. Severability of Provisions. If any term of this Agreement is invalid or unenforceable to any extent under applicable law, the remainder of this Agreement (and the application of this Agreement to other circumstances) shall not be affected thereby, and each remaining term shall be valid and enforceable to the fullest extent permitted by law.

10.7. Notices. Notices, consents, determinations, requests, approvals, demands, reports, objections, directions and all other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given and to be effective on the date on which such communications are delivered by personal delivery, by facsimile transmission (with telephonic confirmation of receipt), DHL, Federal Express or other similar courier service or by the United State Postal Service or its successor after being deposited with the United States Postal Service as Express Mail or as registered or certified matter, postage prepaid, return receipt requested, addressed to the parties at the addresses specified below, or at such other address as the party to whom the notice is sent has designated in accordance with this Section 12.7. All such communications shall be deemed to have been received by the intended recipient (i) in the case of air courier services, on the next Business Day after deposit with such air courier service with a request for next day service; (ii) in the case of a facsimile transmission, on the Business Day such transmission was sent, or if not a Business Day or if transmitted after 4:00 p.m. local time, then on the next Business Day; and (iii) in the case of first-class mail, three Business Days after the deposit with the United States Postal Service. Until a party provides a change in address in accordance with this Section 10.8, notices will be sent to the following addresses:

To Manager:

Richard Coleman, CHA
Chief Executive Officer/Co-Founder
3165 S. Carrier Parkway
Grand Prairie, Texas
rcoleman@armpallc.com

To City: City Administrator
City of Bellevue
1500 Wall Street
Bellevue, NE 68005
jristow@bellevue.net

City Attorney
City of Bellevue
1500 Wall Street
Bellevue, NE 68005
abataillon@bellevue.net

10.8. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party, which consent may be withheld in the other party's sole discretion.

10.9. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

10.10. Relationship of the Parties. Manager and City acknowledge and agree that they are not joint venturers, partners, or joint owners with respect to the Facility, and nothing contained in this Agreement shall be construed as creating a partnership, joint venture, or similar relationship between Manager and City with respect to the Facility or the operation thereof. In operating the Facility, entering into contracts, accepting reservations, and conducting financial transactions for the Facility, Manager acts on behalf of City (but subject to the limitations on Manager's authority as set out in this Agreement and subject to the provisions of Section 10.17, below) and assumes no independent contractual liability, nor shall Manager be obligated to extend its own credit with respect to any obligations incurred in operating the Facility or performing its obligations under this Agreement. This Agreement shall not be construed at any time to be an interest in real estate or a lien or security interest of any nature against the Facility or any other land used in connection with the Facility, or any equipment, fixtures, inventory, motor vehicles, contracts, documents, accounts, notes, drafts, acceptances, instruments, chattel paper, general intangibles or other personal Facility now existing or that may hereafter be acquired or entered into with respect to the Facility or the operation thereof. Notwithstanding anything to the contrary in this Agreement or otherwise, in no event shall the Manager have any right to bind the City except as expressly set forth in this Agreement.

10.11. Confidentiality.

10.11.1. Generally. Subject to Section 12.11.2, below, each party agrees to keep confidential all information of a proprietary or confidential nature about or belonging to the other party to which the other party gains or has access by virtue of the relationship between the parties. Except as disclosure may be required to obtain the advice of professionals or consultants, financing for the Facility from a lender or potential lender, or investors or potential investors in the Facility or the City, or in furtherance of a permitted assignment of this Agreement, or as may be required by law or by the order of any government, governmental or quasi-governmental unit, tribunal or otherwise to comply with legal requirements (including reporting requirements applicable to public companies), each party shall make every effort to ensure that such information is not disclosed to any other third party or entity without the prior consent of the other party. The obligations set forth in this Section shall survive any termination of this Agreement. In addition (subject to the exceptions set forth above), Manager shall not disclose any specific information regarding financial performance of the Facility (i.e., occupancy, average daily rate, gross operating profit, etc.) to any

third party, except Smith Travel Research (STAR Report) or a comparable hospitality industry reporting service, unless approved in writing by City.

10.11.2. Certain Permitted Disclosures. Notwithstanding anything to the contrary in this Agreement, and any and all of the terms and conditions herein and therein, may be disclosed to investors and potential investors in connection with any financing or sale of the Facility and their legal counsel and other representatives reviewing this Agreement on their behalf, and in connection with any due diligence review conducted by a financial institution as a part of a financial restructuring, reorganization, merger, consolidation, purchase or sale of assets involving the City or the Manager.

10.12. Limitation on Pledging City's Credit. Except as is necessary or advisable for the purchase of goods and services or the extension of credit to customers in the ordinary course of business in the operation and management of the Facility within the scope of this Agreement, Manager shall not borrow any money or execute any credit obligation in the name and on behalf of the City, or pledge the credit of the City, without the City's prior written consent.

10.13. Interest. Except as otherwise specifically provided herein to the contrary, any and all amounts that may become due from one party to the other under this Agreement (including the obligation of City to pay any unpaid compensation to the Manager) shall bear interest from and after the respective due dates thereof (but in no event earlier than date upon which the party making the claim for payment notifies the other party thereof) until the date on which the amount is paid, **at an annual rate of interest equal to eight percent (8%):** *Provided, however*, that no interest shall be payable on amounts owed by the City to the Manager which the Manager is authorized to pay directly to itself under the terms of this Agreement (unless there are insufficient funds in the applicable account(s) therefor and the City has failed to provide adequate funds following request by the Manager in accordance with this Agreement).

10.14. Further Assurances. The parties shall do and procure to be done all such acts, matters and things and shall execute and deliver all such documents and instruments as shall be required to enable the parties to perform their respective obligations under, and to give effect to the transactions contemplated by, this Agreement.

10.15. No Third-Party Beneficiaries. None of the obligations hereunder of either party shall run to or be enforceable by any party other than the party to this Agreement or by a party deriving rights hereunder as a result of an assignment permitted pursuant to the terms hereof. There are no third-party beneficiaries with respect to this Agreement.

10.16. Dispute Resolution. Any dispute, controversy, claim or other matter arising out of or relating to the negotiation, execution, delivery or performance of this Agreement, or the breach thereof, shall be settled as provided in Section 10.5 above.

10.17. City Approval. Notwithstanding the other provisions of this Agreement, the parties agree that the City has the right to approve the annual budget of the Facility, capital expenditures with respect to the Facility, any disposition of property that is part of the Facility, rates charged for the use of the Facility, and the general nature and type of use of the Facility. To satisfy this requirement, (i) the City will have the right to approve the annual budget of the Facility, including annual capital expenditures, and any revisions thereto, (ii) the City shall have the right to approve an annual permitted allowance of property dispositions and from time to time any dispositions exceeding such allowance, and (iii) the City will have the right to approve rates for the Facility by annually approving a range of permitted rates, maximum permitted rates, or a formula or methodology for setting rates. It is understood by the parties that the Facility will be operated as a recreational water park.

10.18. Manager as Service Provider. The Manager agrees that it is not entitled to and will not take any tax position that is inconsistent with being a service provider with respect to the Facility. For example, the Manager agrees not to claim any depreciation or amortization deduction, investment tax credit, or deduction for any payment as rent with respect to the Facility.

IN WITNESS WHEREOF, the duly authorized representatives of the City and Manager have executed this Agreement effective as of the Effective Date.

**AMERICAN RESORT MANAGEMENT LLC.**

Date: _____ By:_____
Richard P. Coleman, CEO/Co-Founder

**CITY OF BELLEVUE NEBRASKA**

Date: _____ By:_____
Mayor Rusty Hike

Attest:

_____
City Clerk

Approved as to Form:

_____
City Attorney

# Attachment A – Management Services Fee Schedule.

## Compensation of Manager
## GROSS REVENUE INCENTIVE

In consideration for the services to be rendered to the City by the Manager under this Agreement, the City agrees to pay the Manager a Base Management Fee within 30 days of the receipt of an invoice each month following the month service is rendered and an Inventive Management Fee payable annually within 60 days of the receipt of an invoice following the end of each Fiscal Year.

- Base Management Fee
    - 4% Gross Revenues (not to exceed 4% of budgeted revenues as set forth in the Annual Budget)

- Incentive Management Fee
    - Tiered Option As Follows:
        - 10.0% of the percentage (%) that Gross Revenues exceed the City-approved budget. Gross Revenues is the "amount earned" by ARM. Tiered option shall be capped at 4.0% and the total Incentive Management Fee shall not exceed the Base Management Fee.

Example:

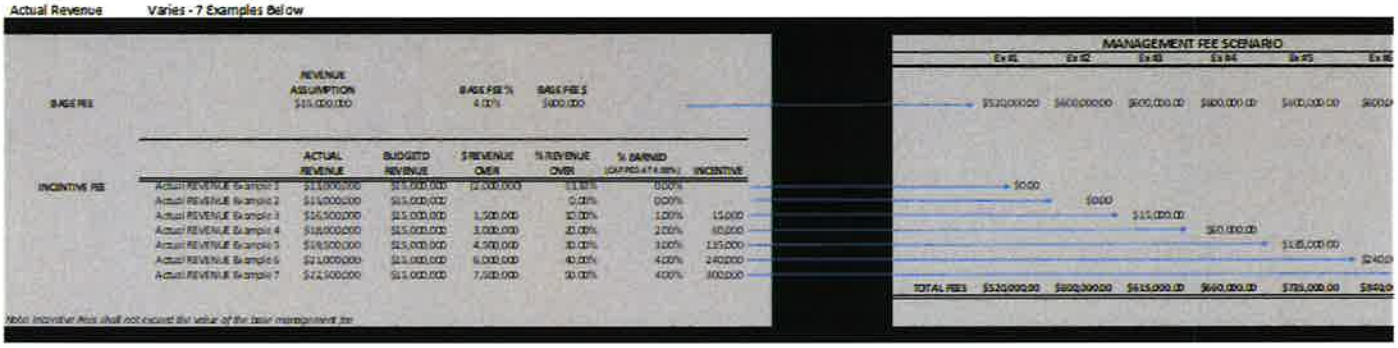
1.) If Gross Revenues exceed budget by 20%, then ARM will earn 2.0% of the Gross Revenues that exceed the budgeted Gros Revenues.

2.) If Gross Revenues exceed budget by 50%, then ARM will earn 4.0% of the Gross Revenues that exceed the budgeted Gross Revenues.

Example table:

ASSUMPTIONS

| | |
|---|---|
| Budgeted Revenue | 15,000,000 |
| Budgeted GOP | 1,500,000 |
| Actual Revenue | Varies - 7 Examples Below |



| | | REVENUE ASSUMPTION | BASE FEE % | BASE FEE $ |
|---|---|---|---|---|
| BASE FEE | | $15,000,000 | 4.00% | $600,000 |

| | | ACTUAL REVENUE | BUDGETED REVENUE | $ REVENUE OVER | % REVENUE OVER | % EARNED | INCENTIVE |
|---|---|---|---|---|---|---|---|
| INCENTIVE FEE | Actual REVENUE Example 1 | $13,000,000 | $15,000,000 | (2,000,000) | -13.33% | 0.00% | |
| | Actual REVENUE Example 2 | $15,000,000 | $15,000,000 | | 0.00% | 0.00% | |
| | Actual REVENUE Example 3 | $16,500,000 | $15,000,000 | 1,500,000 | 10.00% | 1.00% | 15,000 |
| | Actual REVENUE Example 4 | $18,000,000 | $15,000,000 | 3,000,000 | 20.00% | 2.00% | 60,000 |
| | Actual REVENUE Example 5 | $19,500,000 | $15,000,000 | 4,500,000 | 30.00% | 3.00% | 135,000 |
| | Actual REVENUE Example 6 | $21,000,000 | $15,000,000 | 6,000,000 | 40.00% | 4.00% | 240,000 |
| | Actual REVENUE Example 7 | $22,500,000 | $15,000,000 | 7,500,000 | 50.00% | 4.00% | 300,000 |

*Note: Incentive Fee shall not exceed the value of the base management fee*

MANAGEMENT FEE SCENARIO

| | Ex #1 | Ex #2 | Ex #3 | Ex #4 | Ex #5 | Ex #6 |
|---|---|---|---|---|---|---|
| | $520,000.00 | $600,000.00 | $600,000.00 | $600,000.00 | $600,000.00 | $600,0 |
| | $0.00 | | | | | |
| | | $0.00 | | | | |
| | | | $15,000.00 | | | |
| | | | | $60,000.00 | | |
| | | | | | $135,000.00 | |
| | | | | | | $240,0 |
| TOTAL FEES | $520,000.00 | $600,000.00 | $615,000.00 | $660,000.00 | $735,000.00 | $840,0 |

# Attachment A - Management Services Fee Schedule (Continued).

"Gross Revenues" shall mean all revenues, fees, rentals and receipts of every kind derived from operating the Waterpark and all departments and parts thereof, including, but not limited to, income (from both cash and credit transactions) revenues, fees, rentals and receipts from: admissions, rentals of facility, ancillary revenue center(s) income, telephone charges, stores, offices, exhibit or sales space of every kind; license, and rentals (not including gross receipts of licensees, lessees and concessionaires); income from vending machines; income from parking; admission fees; wholesale and retail sales of merchandise; service charges; and proceeds, if any, from business interruption or other loss of income insurance; provided, however, that Gross Revenues shall not include the following: gratuities paid to employees of the Waterpark; federal, state or municipal excise, sales or use taxes or any other taxes collected directly from customers, patrons or guests or included as part of the sales price of any rentals, goods or services; interest received or accrued with respect to funds in Advertising Accounts, the Reserve Accounts or the Operating Accounts of the Waterpark; any refunds, rebates, discounts and credits of a similar nature, given, paid or returned in the course of obtaining Gross Revenues or components thereof; or insurance proceeds (other than proceeds from business interruption or other loss of income insurance); condemnation proceeds (other than for a temporary taking), or revenues derived through sales of real estate.

The performance incentive shall be based on Gross Revenue for each year, the first year running from the Commencement Date through and including the Fiscal Year End date will be pro-rata based on the number of months open. Thereafter the annual performance incentive will be based on a full twelve (12) months and will continue for each twelve (12) month period thereafter during the term of this Agreement. The performance incentive will be based upon an approved budget as set forth in 1.1.1.1

Items that are in the control of the City and not remedied shall not be held against Manager for purposes of the Performance Incentive Compensation calculation.

# Schedule 8

## Insurance to be Placed by City

## FACILITY
## BUSINESS INTERRUPTION

# Schedule 8.1

## Insurance to be Placed by Manager

**GENERAL LIABILITY INSURANCE**
**WORKER'S COMPENSATION**
**EXCESS LIABILITY**
**PROFESSIONAL LIABILITY**
**BUSINESS AUTO**
**CRIME INSURANCE**

# Schedule

## Provisions Relating to Sale of Alcoholic Beverages
## RESERVED

## CLOSING CERTFICATE

This Closing Certificate serves as the diligence record to support the following requirements of safe harbor:

- The compensation under this Agreement is reasonable,.

and

- No officers/board members/owners of Manager also serve as officers or otherwise have positions of authority at the City.

IN WITNESS WHEREOF, the duly authorized representatives of the City and Manager have executed this Closing Certificate effective as of the Effective Date.

**AMERICAN RESORT MANAGEMENT LLC.**

Date: _____ By:_____
Richard P. Coleman, CEO/Co-Founder

**CITY OF BELLEVUE NEBRASKA**

Date: _____ By:_____
Mayor Rusty Hike

Attest:

_____
City Clerk

Approved as to Form:

_____
City Attorney

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

| | | | | | |
|---|---|---|---|---|---|
| COUNCIL MEETING DATE: August 6, 2024 | | | SUBMITTED BY: Dave Goedeken - Public Works | | |
| AGENDA ITEM: | | CONSENT AGENDA | | SPECIAL PRESENTATION | |
| LIQUOR LICENSE | | ORDINANCE | | PUBLIC HEARING | |
| RESOLUTION | ✓ | CURRENT BUSINESS | | OTHER | |

SUBJECT:

LPA Resolution-Fort Crook Road Bridge Premilinary Engineering Services Agreement

SYNOPSIS/BACKGROUND:

Approve the Resolution and LPA Preliminary Engineering Services Agreement - Federal-Aid Funds between the City of Bellevue and Nebraska Department of Transportation (NDOT) for the Fort Crook Road Bridge Linkage Analysis. Project No.: DPS-77(71)

FISCAL IMPACT:: $110,000.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

| | | | | | |
|---|---|---|---|---|---|
| IS THIS A CONTRACT?: | | COUNTER-PARTY: | | INTERLOCAL AGREEMENT: | |
| CONTRACT DESCRIPTION: | | | | | |
| CONTRACT EFFECTIVE DATE: | | CONTRACT TERM: | | CONTRACT END DATE: | |
| PROJECT NAME: | Project No. DPS-77(71) Control No. 22937 (Fort Crook Road Bridge, Preliminary Engineering Agreement - BK2447 | | | | |
| START DATE: | | END DATE: | | PAYMENT DATE: | INSURANCE REQUIRED: |
| CIP PROJECT NAME: | | CIP PROJECT NAME: | | | |
| STREET DISTRICT NAME (S): | | STREET DISTRICT NUMBER (S): | | | |
| ACCOUNTING DISTRUBUTION CODE: | | ACCOUNT NUMBER: | | | |

RECOMMENDATION:

Authorize the Mayor to approve the Resolution and sign the LPA Preliminary Engineering Agreement - Federal-Aid Funds between the City of Bellevue and NDOT.

ATTACHMENTS:

| | | |
|---|---|---|
| 1. LPA Program Agreement -Feder | 2. Resolution | 3. |
| 4. | 5. | 6. |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 11/2022

## RESOLUTION

## SIGNING OF PRELIMINARY ENGINEERING AGREEMENT – BK2447

City of Bellevue

Resolution No. 2024-20

**Whereas:** City of Bellevue is developing a transportation project for which it intends to obtain Federal funds; and

**Whereas:** City of Bellevue as a sub-recipient of Federal-Aid funding is charged with the responsibility of expending said funds in accordance with Federal, State, and local laws, rules, regulations, policies, and guidelines applicable to the funding of the Federal-aid project; and

**Whereas:** City of Bellevue and JEO Consulting Group, Inc. wish to enter into a Professional Services Agreement to provide Preliminary Engineering Services for the Federal-aid project.

**Be It Resolved:** by the City Council of Bellevue that:

Rusty Hike, Mayor of Bellevue, is hereby authorized to sign the attached Preliminary Engineering Services agreement between City of Bellevue, Nebraska and JEO Consulting Group, Inc.

NDOT Project Number: DPS-77(71)

NDOT Control Number: 22937

NDOT Project Description: Fort Crook Road Bridge Linkage Analysis

Adopted this 6th day of August (Month), 2024 at Bellevue Nebraska.

The City Council of Bellevue, Nebraska

_____ _____

_____ _____

_____ _____

_____

Board/Council Member_____
Moved the adoption of said resolution
Member _____ Seconded the Motion
Roll Call: _____Yes _____No _____ Abstained _____ Absent
Resolution adopted, signed and billed as adopted

Attest:

_____
Signature City Clerk

Exhibit "F"

# PRELIMINARY ENGINEERING SERVICES AGREEMENT

**BETWEEN**

**CITY OF BELLEVUE, NEBRASKA**

**AND**

**JEO CONSULTING GROUP, INC.**

Project No. DPS-77(71)
Control No. 22937
FORT CROOK ROAD
BRIDGE LINKAGE ANALYSIS
BK2447

| | | |
|---|---|---|
| Agreement No. | | BK2447 |
| NTP Date | | 6/28/2024 |
| Agreement Amount | CPFF | $540,594.25 |

# PROFESSIONAL SERVICES AGREEMENT

## LPA PROJECTS

PRELIMINARY ENGINEERING SERVICES

CITY OF BELLEVUE
JEO CONSULTING GROUP, INC.
PROJECT NO. DPS-77(71)
CONTROL NO. 22937
FORT CROOK ROAD BRIDGE LINKAGE ANALYSIS

**THIS AGREEMENT** is between the City of Bellevue ("LPA") and JEO Consulting Group, Inc. ("Consultant"), collectively referred to as the "Parties".

**WITNESSETH**

**WHEREAS**, "State" means the Nebraska Department of Transportation in Lincoln, Nebraska, its Director, or authorized representative. The State will act as an agent of LPA and will represent the interests of the United States Department of Transportation in the development and construction of such LPA's project when State is managing the project on behalf of the LPA, and

**WHEREAS**, "LPA" for this Agreement means City of Bellevue who has jurisdictional responsibility over the transportation facility that will be the subject of this Agreement with Consultant. In this Agreement, LPA may also be used to refer to all Local Public Agencies, collectively. Local Public Agencies include, but are not necessarily limited to; Nebraska Cities, Villages, Counties, Political Subdivisions, Native American Tribes, and other entities or organizations found to be eligible sub recipients of federal funds for transportation projects, and

**WHEREAS**, State is authorized by state law to assist Nebraska Local Public Agencies, hereinafter referred to as LPA or LPAs, with obtaining and expending federal funds for local transportation projects, and

**WHEREAS**, State is presently assisting LPAs in the development of Federal-aid LPA transportation projects for local streets, roads and facilities, and

**WHEREAS,** LPA desires that this project be developed and constructed under the designation of Project No. DPS-77(71) and formally authorizes the signing of this Agreement by the Mayor, as evidenced by the Resolution of LPA dated _____ day of _____, 20___, attached as Exhibit "F" and incorporated herein by this reference, and

**WHEREAS**, LPA used a qualification-based selection process to select Consultant to provide Preliminary Engineering services, hereinafter referred to as "Services", and

**WHEREAS**, Consultant is qualified to do business in Nebraska and has met all requirements of the Nebraska Board of Engineers and Architects to provide consultant engineering services in the State of Nebraska, and

**WHEREAS**, LPA and Consultant wish to enter into this Agreement to specify the duties and obligations of the Parties for the Services described herein, and

**WHEREAS**, Consultant is willing to perform Services in accordance with the terms hereinafter provided, agrees to comply with all federal, state, and local laws and ordinances applicable to this Agreement, and agrees to comply with all applicable federal-aid transportation project

related program requirements, so that Consultant's costs under this Agreement will be eligible for federal reimbursement, and

**WHEREAS**, LPA and Consultant intend that these Services be completed in accordance with the terms and conditions of the Nebraska LPA Guidelines Manual for Federal-Aid Projects; hereinafter referred to as "LPA Manual". The LPA Manual is a document approved by the Federal Highway Administration (FHWA) that sets out the requirements for local federal-aid projects to be eligible for federal reimbursement; the LPA Manual can be found in its entirety at the following web address: http://dot.nebraska.gov/media/6319/lpa-guidelines.pdf, and

**WHEREAS,** Consultant should request from LPA or State the contact information for Consultant's primary point of contact for this project, and

**WHEREAS,** the Parties understand that this Agreement will be posted to a publicly accessible database of State agreements pursuant to the requirements Neb. Rev. Stat. § 84-602.04.

**NOW THEREFORE**, in consideration of these facts and mutual promises, the Parties hereto agree as follows:

**SECTION 1. CONTACT INFORMATION**

Contact information, for the convenience of the Parties, is as follows:

1.1 Consultant Project Manager

| | |
|---|---|
| Firm Name | JEO Consulting Group, Inc. |
| Contractor/Vendor Number | 6084 |
| Address | 1937 N. Chestnut St., Wahoo, NE 68066 |
| Project Manager's Name | Jay Fallick |
| Project Manager's Phone | 402-392-9912 |

1.2 Subconsultant Project Manager

| | |
|---|---|
| Firm Name | HG Consultants, Inc. |
| Contractor/Vendor Number | 6A27 |
| Address | 7733 N Wallace Ave., Kansas City, MO 64158 |
| Project Manager's Name | Stephen Wells |
| Project Manager's Phone | 816-218-2776 |

1.3 Subconsultant Project Manager

| | |
|---|---|
| Firm Name | Historic Resources Group, Inc. |
| Contractor/Vendor Number | 9C45 |
| Address | 2840 Calvert St., Lincoln, NE 68502 |
| Project Manager's Name | John R. Bozell |
| Project Manager's Phone | 402-770-5877 |

1.4 State Project Coordinator

| | |
|---|---|
| Name | Karen Majerus |
| Phone Number | 402-479-3600 |

1.5 LPA RC

| | |
|---|---|
| Name | Dave Goedeken |
| Phone Number | 402-293-3030 |

1.6 State Agreements Specialist

| | |
|---|---|
| Name | Nicole Taylor |
| Phone Number | 402-479-3859 |

**SECTION 2.** *This section has intentionally been left blank.*

**SECTION 3.** *This section has intentionally been left blank.*

**SECTION 4. NOTICE TO PROCEED AND COMPLETION SCHEDULE**

4.1 Consultant was issued a Notice to Proceed effective June 28, 2024.

4.2 In the event that prior to the Effective Date of this Agreement, Consultant is issued a Notice to Proceed and Consultant began work, Consultant will be paid for such work in accordance with this Agreement and the Parties are bound by this Agreement as if the work had been completed after the Effective Date of the Agreement.

4.3 Consultant shall complete the Services according to the schedule in attached Exhibit "A" and shall complete all Services required under this Agreement in a satisfactory manner by July 31, 2026. Costs incurred by Consultant after the completion date, are not eligible for reimbursement unless Consultant has received a written extension of time from LPA or State, on LPA's behalf. Extensions of the time to complete the Services must not be construed as an extension to the duration of the agreement.

4.4 The completion date will not be extended because of any avoidable delay attributed to Consultant, but delays not attributable to Consultant, such as delays attributable to LPA or State, may, upon request, constitute a basis for an extension of time.

**SECTION 5. DURATION OF THE AGREEMENT (Matches Project Lifespan)**

5.1 *Effective Date* – This Agreement is effective when executed by the Parties.

5.2 *Expiration Date* -- This Agreement expires when State has (a) completed the project final audit and cost settlement or (b) waived the requirement of a financial audit.

5.3 *Duration of the Agreement* – The Agreement duration is from the Effective Date to the Expiration Date. The Agreement duration is "specified" under Neb. Rev. Stat. § 73-506 to the period of time necessary for a Consultant to complete the applicable phase or phases of the development of this particular federal, state or locally funded construction project, including when applicable, the time during construction of the project.

5.4 *Identifying Date* – This Agreement may be identified by the date LPA signed the agreement.

5.5 *Termination or Suspension* – LPA, or State on LPA's behalf, reserves the right to terminate or suspend this Agreement at any time for any of the reasons provided herein.

**SECTION 6. SCOPE OF SERVICES**

6.1 LPA and Consultant understand that the Services provided by Consultant must be completed in accordance with all federal-aid reimbursement requirements and conditions. Consultant shall provide Preliminary Engineering services for project DPS-77(71), Fort Crook Road Bridge Linkage Analysis, in Sarpy County, Nebraska. The Scope of Services ("Services") is outlined in Exhibit "A", attached and incorporated herein by this reference.

6.2 Exhibit "A" is the result of the following process:

6.2.1 Consultant was provided with a document describing the detailed proposed Scope of Services for this project

6.2.2 Consultant made necessary and appropriate proposed additions, deletions, and revisions to the detailed Scope of Services document

6.2.3 Consultant participated in a review of the proposed Scope of Services, and the proposed revisions, and negotiated the final detailed Scope of Services and Fee Proposal document, as shown in Exhibit "A" and Exhibits "B and B1", attached and incorporated herein by this reference.

6.3 LPA, or State on LPA's behalf, reserves the unconditional right to add to, subtract from, or alter the Scope of Services at any time and such action on its part will in no event be deemed a breach of this Agreement. The addition, subtraction, or alteration will become effective seven (7) days after mailing written notice of such addition, subtraction, or alteration.

6.4 Any change in the Services will follow the process specified in the *Out-of-Scope Services* section in Exhibit "C", attached and incorporated herein by this reference.

**SECTION 7. STAFFING PLAN (PE)**

7.1 Consultant has provided LPA and State with a Staffing Plan or Staffing Plans, described in Exhibit "C". The Staffing Plan identifies the employees of Consultant, and when applicable subconsultants, who are anticipated to provide Services under this Agreement. Consultant understands that LPA and State are relying on key personnel from the Staffing Plan to be primarily responsible for completing the Services under this Agreement. LPA and State consider the Principals, senior level staff, Project Managers, Team Leaders or other similar classifications, to be the key personnel for the Services provided. Consultant and, when applicable subconsultants, may make occasional temporary changes to the key personnel. However, any permanent change to Consultant's or subconsultant's key personnel will require prior written approval from LPA, or State on LPA's behalf.

7.2 Personnel who are added to the Staffing Plan as replacements must be persons of comparable training and experience. Personnel added to the Staffing Plan as new personnel and not replacements must be qualified to perform the intended services. Failure on the part of Consultant or subconsultant to provide acceptable replacement personnel or qualified new personnel to keep the Services on schedule will be cause for termination of this Agreement, with settlement to be made as set out on Exhibit "C".

**SECTION 8.** *This section has intentionally been left blank.*

**SECTION 9. NEW EMPLOYEE WORK ELIGIBILITY STATUS**

9.1 Consultant agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. Consultant agrees to contractually require any subconsultants to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

9.2 The undersigned duly authorized representative of Consultant, by signing this Agreement, hereby attests to the truth of the following certifications, and agrees as follows:

Neb. Rev. Stat. § 4-114. I certify compliance with the provisions of Section 4-114 and, hereby certify that this Consultant shall register with and use a federal immigration verification system to determine the work eligibility status of new

employees physically performing services within the State of Nebraska. I agree to require all subconsultants, by contractual agreement, to require the same registration and verification process.

9.3 If Consultant is an individual or sole proprietorship, the following applies:

a. Consultant must complete the United States Citizenship Attestation form and attach it to this Agreement. This form is available on the Department of Transportation's website at http://dot.nebraska.gov/media/2802/ndot289.pdf.

b. If Consultant indicates on such Attestation form that he or she is a qualified alien, Consultant agrees to provide the US Citizenship and Immigration Services documentation required to verify Consultant lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

c. Consultant understands and agrees that lawful presence in the United States is required and Consultant may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

## SECTION 10. FEES AND PAYMENTS

10.1 Consultant's fee proposal is attached as Exhibits "A, B, and B1" and incorporated herein by this reference.

10.2 The general provisions concerning payment under this Agreement are attached as Exhibit "C".

## SECTION 11. CONSULTANT'S PERFORMANCE (LPA PE)

11.1 Standard of Performance

Consultant shall complete the Services under this Agreement exercising the degree of skill, care, and diligence consistent with the applicable professional standards recognized by such profession and observed by national firms performing services of the type provided for in this Agreement. Consultant shall complete the Services exercising good and sound professional judgment and practices. Consultant's Services shall conform to applicable licensing requirements, industry standards, statutes, laws, acts, ordinances, and rules and regulations.

11.2 Quality of Service

Consultant agrees to perform all Services hereunder using qualified personnel consistent with good professional practice in the state of the art involved, and that performance of its personnel will reflect their best professional knowledge, skill, and judgment. Consultant agrees to permit LPA, or State on LPA's behalf, access at all times to the work product for purposes of reviewing same and determining that the Services are being performed in accordance with the terms of this Agreement.

11.3 Performance Evaluation

11.3.1 LPA, or State on LPA's behalf, retains the discretion to conduct an evaluation of Consultant's performance at any time. Consultant's performance may be subject to an evaluation in the following performance categories: (1) Communication, Cooperation, and Project Management; (2) Schedule; (3) Scope and Budget; and (4) Quality and Technical Performance. Consultant understands that if LPA, or State on LPA's behalf, determines that Consultant's performance is not meeting, has not met, or is at risk of not meeting the Standard of Performance set out herein, LPA, or State on LPA's behalf, may conduct a Consultant Performance

Evaluation based on the applicable foregoing performance categories. If LPA, or State on LPA's behalf, chooses to conduct a Consultant Performance Evaluation, LPA, or State on LPA's behalf, will notify Consultant of the evaluation including necessary instructions and procedures for complying with the evaluation.

11.3.2 Consultant shall, to the fullest extent reasonable, implement and make modifications and changes in response to the evaluation, correct deficiencies, implement improvements, and improve performance to comply with the terms of this Agreement in response to the Performance Evaluation. LPA's or State's remedies for substandard performance will apply even in the absence of a Consultant Performance Evaluation.

11.4 LPA's or State's Remedies for Substandard Performance

Upon notice of substandard performance of Services revealed during or after the construction of the project, Consultant shall re-perform the Services at no cost to LPA or State. Further, Consultant shall reimburse LPA or State for any costs incurred by LPA or State for necessary remedial work. Consultant shall respond to LPA's or State's notice of any errors, omissions, or negligence within twenty-four (24) hours and give immediate attention to necessary corrections to minimize any delays to the project. This may involve visits by Consultant to the project site, if directed by LPA or State. If Consultant discovers errors, omissions, or negligence in its Services, Consultant shall notify LPA and State of the errors within three (3) business days. Failure of Consultant to notify LPA and State constitutes a breach of this Agreement.

If Consultant fails to re-perform the Services, or if LPA or State determines that Consultant will be unable to correct substandard Services before the time specified for completion in this Agreement, LPA or State may correct such unsatisfactory Services (or by the use of third parties) and charge Consultant for the costs incurred.

If LPA or State requires Consultant to remedy any deficiencies in the Services, Consultant shall make such corrections at no additional cost to LPA or State. Any increase or decrease in the scope of the Services or any modification of the specifications will be made only by written agreement signed by the Parties. Consultant shall bear legal liability for all damages incurred by LPA or State caused by Consultant's errors, omissions, or negligent acts without liability or expense to LPA or State. The rights and remedies of LPA or State provided herein are in addition to any other remedies provided by law.

## SECTION 12. CONSULTANT'S ACCOUNTABILITY FOR ITS SERVICES (LPA)

12.1 Consultant agrees that LPA and State will rely on the professional training, experience, performance and ability of Consultant. Consultant agrees that examination by LPA, State, or Federal Highway Administration of the United States Department of Transportation (FHWA), approval, acceptance, use of, or acquiescence in Consultant's Services, will not be considered a full and comprehensive examination and will not be considered approval of Consultant's Services that would relieve Consultant from liability or expense connected with Consultant's sole responsibility for the propriety and integrity of Consultant's Services pursuant to this Agreement. Consultant agrees that LPA's or State's declining to approve Consultant's services will not be deemed an acceptance of

defective services or relieve Consultant of its obligations and liabilities with respect to such services.

12.2 Consultant agrees that acceptance or approval of any of the services of Consultant by LPA or State or of payment, partial or final, will not constitute a waiver of any rights of LPA or State to recover from Consultant damages caused by Consultant due to error, omission, or negligence of Consultant in its services.

**SECTION 13. DISPUTES**

Any dispute concerning a question of fact in connection with the work will be addressed in accordance with LPA Manual Section 4.4.3.5 DISPUTE RESOLUTION.

**SECTION 14. SUSPENSION OR TERMINATION** (PE 2-25-16)

14.1 Suspension or Termination

LPA or State, on LPA's behalf, has the absolute right to suspend the work or terminate this Agreement at any time and for any reason and such action on its part will in no event be deemed a breach of this Agreement. Without limiting the rights set out in this section, the following is a non-exclusive list of the examples of the circumstances under which LPA or State may suspend or terminate this Agreement:

a. A loss, elimination, decrease, or re-allocation of funds that make it difficult, unlikely or impossible to have sufficient funding for the Services or the project
b. The Services or the project are abandoned for any reason
c. Funding priorities have changed
d. LPA's or State's interests are best protected by suspension or termination of this Agreement
e. Consultant fails to meet the schedule, milestones, or deadlines established in this Agreement or agreed to in writing by the Parties
f. Consultant fails to provide acceptable replacement personnel or qualified new personnel
g. Consultant has not made sufficient progress to assure that the Services are completed in a timely manner
h. Consultant fails to meet the standard of care applicable to the Services
i. Consultant fails to meet the performance requirements of this Agreement
j. Consultant's breach of a provision of this Agreement or failure to meet a condition of this Agreement
k. Consultant's unlawful, dishonest, or fraudulent conduct in Consultant's professional capacity
l. Consultant fails to complete the project design in a form that is ready for letting a contract for construction according to the approved contract documents, including, but not limited to, project plans and specifications

14.2 *This section has intentionally been left blank.*

14.3 Suspension

a. Suspension for Convenience. If LPA or State, on LPA's behalf, suspends the work for convenience, Consultant will be given notice of the date of suspension, which date will be no fewer than three (3) business days after notice is given. Such notice will provide the reason(s) for such suspension. Consultant will not be compensated for any Services completed or costs incurred after the date of

suspension. Consultant shall provide LPA and State a detailed summary of the current status of the Services completed and an invoice of all costs incurred up to and including the date of suspension.

b. Suspension for Cause. If LPA or State, on LPA's behalf, suspends the work for cause or for issues related to performance, responsiveness or quality that must be corrected by Consultant, Consultant will be given notice of the date of suspension, which date will be no fewer than three (3) business days after notice is given. The notice of suspension will provide Consultant with the reason(s) for the suspension, a timeframe for Consultant to correct the deficiencies, and when applicable, and a description of the actions that must be taken for LPA or State to rescind the suspension. Consultant's right to incur any additional costs will be suspended at the end of the day of suspension and will continue until all remedial action is completed to the satisfaction of LPA and State. Failure to correct the deficiencies identified in a suspension will be grounds for termination of this Agreement.

14.4 Termination

If LPA or State, on LPA's behalf, terminates this Agreement, Consultant will be given notice of the date of termination, which will be no fewer than three (3) business days after notice is given. The notice of termination will provide Consultant with a description of the reason(s) for the termination. The notice must specify when the Agreement will be terminated along with the requirements for completion of the work under the Agreement. Consultant's right to incur any additional costs will cease at the end of the day of termination or as otherwise provided.

14.5 Compensation upon suspension or termination

If LPA or State, on LPA's behalf, suspends the work or terminates the Agreement, Consultant must be compensated in accordance with the provisions set out in Exhibit "C", provided however, that in the case of suspension or termination for cause or for Consultant's breach of this Agreement, LPA or State, on LPA's behalf, will have the power to suspend payments, pending Consultant's compliance with the provisions of this Agreement. In the event of termination of this Agreement for cause, LPA or State, on LPA's behalf, may make the compensation adjustments set out in Exhibit "C".

## SECTION 15. OWNERSHIP OF DOCUMENTS

15.1 All surveys, maps, studies, reports, computations, charts, plans, specifications, electronic data, shop drawings, diaries, field books, and other project documents prepared or obtained under the terms of this Agreement are the property of LPA. Consultant shall deliver these documents to LPA at the conclusion of the project for inclusion in LPA's federal-aid file without restriction or limitation as to further use.

15.2 LPA acknowledges that such data may not be appropriate for use on an extension of the Services covered by this Agreement or on other projects. Any use of the data for any purpose other than that for which it was intended without the opportunity for Consultant to review the data and modify it if necessary for the intended purpose will be at LPA's sole risk and without legal exposure or liability to Consultant.

15.3 Further, Consultant shall keep time sheets and payroll documents in Consultant's files for at least three years from the completion of final cost settlement by FHWA and project closeout by State.

## SECTION 16. CONFLICT OF INTEREST LAWS

Consultant shall review the Conflict of Interest provisions of 23 CFR 1.33 and 49 CFR 18.36(b)(3) and agrees to comply with all the Conflict of Interest provisions in order for LPA's project to remain fully eligible for federal funding. By signing this Agreement, Consultant certifies that Consultant is not aware of any financial or other interest Consultant has that would violate the terms of these federal provisions.

## SECTION 17. USE AND/OR RELEASE OF PRIVILEGED OR CONFIDENTIAL INFORMATION

17.1 Certain information provided by LPA or State to Consultant is confidential information contained within privileged documents protected by 23 U.S.C. §407. "Confidential information" means any information that is protected from disclosure pursuant to state and federal law and includes, but is not limited to, accident summary information, certain accident reports, diagnostic evaluations, bridge inspection reports, and any other documentation or information that corresponds with said evaluations or reports, and any other information protected by 23 U.S.C. §407. "Privileged document" means any document pertaining to any file or project maintained by LPA or State that is privileged and protected from disclosure, pursuant to appropriate state and federal law, including any document containing attorney-client communications between an LPA or State employee and Legal Counsel. This confidential and privileged information is vital and essential to Consultant in order that Consultant adequately design the project at hand on behalf of LPA or State.

17.2 Consultant agrees it will only use any information or documentation that is considered to be privileged or confidential for the purposes of executing the services by which it has agreed to render for LPA or State for the project at hand only. Consultant agrees not to reveal, disseminate, or provide copies of any document that is confidential and privileged to any individual or entity. LPA or State agrees that any information or documentation that is considered to be privileged or confidential that is provided to Consultant will be marked with the following information (Approved 11/4/11):

> ***"CONFIDENTIAL INFORMATION:*** *Federal Law, 23 U.S.C §407, prohibits the production of this document or its contents in discovery or its use in evidence in a State or Federal Court. The State of Nebraska* [or LPA] *has not waived any privilege it may assert as provided by that law through the dissemination of this document and has not authorized further distribution of this document or its contents to anyone other than the original recipient."*

17.3 Consultant agrees to obtain the written approval of LPA and State prior to the dissemination of any privileged or confidential information or documentation if it is unclear to Consultant whether such information or documentation is in fact privileged or confidential.

17.4 Consultant and LPA or State agree that any unauthorized dissemination of any privileged or confidential information or documentation on the part of Consultant will create liability on the part of Consultant to LPA or State for any damages that may occur as a result of the unauthorized dissemination. Consultant agrees to hold harmless, indemnify, and release LPA or State from any liability that may ensue on the part of LPA or State for any unauthorized dissemination of any privileged or confidential information or documentation on the part of Consultant.

**SECTION 18. FORBIDDING USE OF OUTSIDE AGENTS** (Standard provision)

Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, LPA or State has the right to annul this Agreement without liability or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

**SECTION 19. GENERAL COMPLIANCE WITH LAWS**

Consultant agrees to comply with all federal, state, and local laws and ordinances applicable to the work in effect at the time of the work. If Consultant is found to have been in violation of any applicable federal, state, or local laws and ordinances, such violation may be the basis for the suspension or termination under this Agreement.

**SECTION 20. RESPONSIBILITY FOR CLAIMS AND LIABILITY INSURANCE** (3-2-21)

20.1 Consultant agrees to hold harmless LPA and State from all claims and liability due to the error, omission, or negligence of Consultant or those of Consultant's agents or employees in the performance of work under this Agreement. It is expected that in carrying out the work under this Agreement, Consultant will make various decisions and judgments and Consultant will determine what actions are required by Consultant and by others to properly complete the work. Nothing in this Agreement shall be interpreted to relieve Consultant from any liability it would otherwise have to LPA or State in carrying out the work under this Agreement.

20.2 For the duration of this Agreement, Consultant shall carry insurance as outlined in Exhibit "D", attached and incorporated herein by this reference. For any work to be performed by a subconsultant/subcontractor or other person/entity, at any tier, for Consultant, Consultant shall require that such subconsultant/subcontractor or other person/entity meet the insurance requirements outlined in Exhibit "D".

**SECTION 21. COORDINATING PROFESSIONAL AND PROFESSIONAL REGISTRATION** (2-1-18)

21.1 Coordinating Professional:

To the extent of any design work applicable to the Services under this Agreement, the following Coordinating Professional language applies:

If LPA's project involves more than one licensed professional engineer, LPA shall designate a Coordinating Professional (defined in Neb. Rev. Stat. § 81-3408) for this project as required by Neb. Rev. Stat. § 81-3437.02 of the Nebraska Engineers and Architects Regulation Act (Neb. Rev. Stat § 81-3104 et seq.). The Coordinating Professional will apply his or her seal and signature and the date to the cover sheet of all documents and denote the seal as that of the Coordinating Professional. The Coordinating Professional will verify that all design disciplines involved in the project are working in coordination with one another, and that any changes made to the design are approved by the corresponding discipline. Consultant agrees to cooperate with the designated Coordinating Professional to meet the requirements of state law. Consultant

further agrees to contractually require its subconsultants to cooperate with the designated Coordinating Professional.

If Consultant's engineer has been identified as the Coordinating Professional for this project, and, for whatever reason, the designated Coordinating Professional is no longer assigned to the project, Consultant shall provide LPA written notice of the name of the replacement within 10 business days.

21.2 Professional Registration:

To the extent the work requires engineering services, Consultant will affix and sign the seal of a registered professional engineer or architect licensed to practice in the State of Nebraska, on all applicable documents, plans, specifications, and reports prepared under this Agreement as required by the Nebraska Engineers and Architects Regulations Act.

**SECTION 22. SUCCESSORS AND ASSIGNS**

This Agreement is binding on successors and assigns of either party.

**SECTION 23. DRUG-FREE WORKPLACE POLICY**

Consultant shall have, and comply with, an acceptable and current drug-free workplace policy on file with State. Consultant's employees shall not use illegal drugs or consume alcohol during work hours and while performing Services for State under this Agreement.

**SECTION 24. FAIR EMPLOYMENT PRACTICES ACT**

Consultant agrees to abide by the Nebraska Fair Employment Practices Act, as provided by Neb. Rev. Stat. §§ 48-1101 through 48-1126.

**SECTION 25. DISABILITIES ACT**

Consultant agrees to comply with the Americans with Disabilities Act of 1990 (P.L. 101-366), as implemented by 28 CFR 35.

**SECTION 26. DISADVANTAGED BUSINESS ENTERPRISES**

26.1 Consultant shall ensure that disadvantaged business enterprises, as defined in 49 CFR 26, have the maximum opportunity to compete for and participate in the performance of subagreements financed in whole or in part with federal funds under this Agreement.

26.2 Consultant shall not discriminate on the basis of race, color, sex, age, disability, or national origin in the award and performance of FHWA-assisted contracts. Failure of Consultant to carry out the requirements set forth above will constitute a breach of this Agreement and, after the notification of the FHWA, may result in termination of this Agreement by LPA or State or such remedy as LPA or State deem appropriate.

**SECTION 27. TITLE VI NONDISCRIMINATION CLAUSES** *(2023 NDOT Title VI Implementation Plan)*

27.1 Appendix A - During the performance of this contract, the Contractor, Consultant, or when applicable LPA, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

27.1.1 Compliance with Regulations

The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as

they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

27.1.2 Nondiscrimination

The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR 21.

27.1.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment

In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

27.1.4 Information and Reports

The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contactor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

27.1.5 Sanctions for Noncompliance

In the event of contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

27.1.5.1 withholding payments to the contractor under the contract until the contractor complies; and/or

27.1.5.2 cancelling, terminating, or suspending a contract, in whole or in part.

27.1.6 Incorporation of Provisions

The contractor will include the provisions of paragraphs 27.1.1 through 27.1.6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the

Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

27.2 Appendix E – During the performance of this contract, the Contractor, Consultant, or when applicable LPA, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

27.2.1 Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

27.2.2 The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

27.2.3 Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);

27.2.4 Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

27.2.5 The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

27.2.6 Airport and Airway Improvement Act of 1982, (49 U.S.C. § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

27.2.7 The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);

27.2.8 Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

27.2.9 The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

27.2.10 Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

27.2.11 Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin

discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

27.2.12 Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

## SECTION 28. SUBLETTING, ASSIGNMENT, OR TRANSFER

28.1 The Subconsultant will conduct an evaluation following the Planning and Environmental Linkages process (PEL).

28.2 Any other subletting, assignment, or transfer of any professional services to be performed by Consultant is hereby prohibited unless prior written consent of State, on LPA's behalf, is obtained.

28.3 At LPA's or State's discretion, Consultant may enter into an agreement with any subconsultants/subcontractors (including allowing subconsultants/subcontractors at lower tiers) for work covered under this Agreement. All subconsultant/subcontractor agreements, at any tier, for work covered under this Agreement must contain identical or substantially similar provisions to those in this agreement. No right-of-action against LPA or State will accrue to any subconsultant/subcontractor by reason of this Agreement.

28.4 As outlined in SECTION 26. DISADVANTAGED BUSINESS ENTERPRISES, Consultant shall take all necessary and reasonable steps to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform subagreements. Any written request to sublet any other services must include documentation of efforts to employ a disadvantaged business enterprise.

## SECTION 29. CONSULTANT CERTIFICATIONS

The undersigned duly authorized representative of Consultant, by signing this Agreement, hereby swears, under the penalty of law, to the best of my knowledge and belief, the truth of the following certifications, and agrees as follows:

29.1 Neb. Rev. Stat. § 81-1715(1). I certify compliance with the provisions of Section 81-1715 and, to the extent that this Agreement is a lump sum, actual cost-plus-fixed-fee, or specific rates of compensation type professional services agreement, I hereby certify that wage rates and other factual unit costs supporting the fees in this Agreement are accurate, complete, and current as of the date of this Agreement. I agree that the original contract price and any additions thereto shall be adjusted to exclude any significant sums by which State determines the contract price had been increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

29.2 Neb. Rev. Stat. §§ 81-1717 and 1718. I hereby certify compliance with the provisions of Sections 81-1717 and 1718 and, except as noted below, neither I nor any person associated with the firm in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position involving the administration of federal funds:

a. Has employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Consultant) to solicit or secure this Agreement, or

b. Has agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out this Agreement, or

c. Has paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above Consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with procuring or carrying out this Agreement, except as here expressly stated (if any).

29.3 Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions. Section 29.3a below contains 10 instructions that consultant agrees to follow in making the certifications contained in 29.3b.

a. Instructions for Certification

1. By signing this Agreement, Consultant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this project. Consultant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with State's determination whether to enter into this Agreement. However, failure of Consultant to furnish a certification or an explanation will disqualify Consultant from participation in this Agreement.
3. The certification in this clause is a material representation of fact upon which reliance was placed when State determined to enter into this Agreement. If it is later determined that Consultant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, State may terminate this Agreement for cause or default.
4. Consultant shall provide immediate written notice to State if at any time Consultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549 – Debarment and suspension. Exec. Order No. 12,549, 51 Fed. Reg. 6370 (1986).
6. Consultant agrees that should the proposed covered transaction be entered into, it will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by State before entering into this Agreement.
7. Consultant further agrees to include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by State without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. Consultant in a covered transaction may rely upon a certification of a prospective Subconsultant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Consultant may decide the method and frequency by which it determines the eligibility of its principals.
9. Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph a.6. of these instructions, if Consultant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, State may terminate this Agreement for cause or default.

b. Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

1. By signing this Agreement, Consultant certifies to the best of its knowledge and belief, that it and its principals:
   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
   b) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
   c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph 1.b) above; and
   d) Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
2. Where Consultant is unable to certify to any of the statements in this certification, such Consultant shall attach an explanation to this Agreement. I acknowledge that this certification is to be furnished to State and the FHWA in connection with this Agreement involving participation of federal-aid highway funds and is subject to applicable, state and federal laws, both criminal and civil.

## SECTION 30. LPA CERTIFICATION

30.1 By signing this Agreement, I do hereby certify that, to the best of my knowledge, Consultant or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement to:

a. employ or retain, or agree to employ or retain, any firm or person, or

b. pay or agree to pay to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind.

30.2 I acknowledge that this certification is to be furnished to the FHWA, upon their request, in connection with this Agreement involving participation of Federal-Aid highway funds and is subject to applicable state and federal laws, both criminal and civil.

## SECTION 31. SEVERABILITY

The invalidity or unenforceability of any such clause, provision, section, or part shall not affect the validity or enforceability of the balance of the Agreement, which shall be construed and enforced as if the Agreement did not contain such invalid or unenforceable clause, provision, section or part.

## SECTION 32. COMPLETENESS

This Agreement is the complete and exclusive statement of the arrangement between the parties, and supersedes all proposals, oral or written, and all other communications between the parties relating to the subject matter thereof. It may be amended from time to time in writing by the mutual consent of the Parties hereto.

## SECTION 33. FEDERAL AID REQUIRED CLAUSES

The contract clauses set out on Exhibit "E", to the extent applicable, are attached and incorporated herein by this reference. Consultant shall attach and incorporate Exhibit "E" in any subconsultant agreements for work under this agreement.

**IN WITNESS WHEREOF**, the Parties hereby execute this Agreement pursuant to lawful authority as of the date signed by each party. Further, the Parties, by signing this Agreement, attest and affirm the truth of each and every certification and representation set out herein.

**EXECUTED** by Consultant this 22nd day of July, 2024.

JEO CONSULTING GROUP, INC.
Jeffrey Henson

President

STATE OF NEBRASKA)
)ss.
SAUNDERS COUNTY )

**SUBSCRIBED AND SWORN** to before me this 22nd day of July, 2024.

GENERAL NOTARY - State of Nebraska
JARRED MEYER
My Comm. Exp. September 30, 2026

Notary Public

**EXECUTED** by the LPA this _____ day of _____, 20____.

CITY OF BELLEVUE
Rusty Hike

Mayor

Subscribed and sworn to before me this _____ day of _____, 20____.

Clerk

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION
Form of Agreement Approved for
Federal Funding Eligibility
Jodi Gibson

Local Assistance Division Manager Date

Exhibit "A"

# Consultant Work Order

***(Local Projects)***

| Project No.: | | Control No.: |
|---|---|---|
| DPs-77(71) | | 22937 |
| Consultant: *(Name and Representative)* | Agreement No.: | Work Order No.: |
| JEO Consulting Group, Jay Fallick | | |
| LPA: *(Name and Representative)* | | Constr. Change Order No.: *(If applicable)* |
| City of Bellevue, Dave Goedeken | | |

All parties agree the following described work needs to be performed by the consultant as part of the referenced project. All parties concur and hereby give notice to proceed based on the following: justification to modify contract, scope of services, deliverables, schedule, and estimated total fee. All other terms of existing agreements between the parties are still in effect. It is understood by all parties that the work described herein will become part of a future supplement to the agreement indicated above.

Justification to modify agreement: *(Include scope of services, deliverables, and schedule)*

Refer to scope of services.

| **Work Title** | | **Summary of Fee** | | |
|---|---|---|---|---|
| Bellevue Fort Crook Road Planning and Environmental Linkages (PEL) Study | | A. Total Direct Labor Cost | = | 96,298.91 |
| | | B. Overhead (Factor * x A) | = | 196,912.02 |
| | | C. A + B | = | 293,210.93 |
| | | D. Profit/Fee (Factor ** x C) | = | 36,358.16 |
| *Overhead Factor: | 204.48% | E. FCCM (Factor*** x A) | = | 1,675.60 |
| **Profit/Fee Factor: | 12.40% | F. Direct Non-Labor Cost | = | **0.00** |
| ***Facility Capital Cost of Money (FCCM): | 1.74% | G. Subconsultant Services | = | 209,349.56 |
| Total Fee Notes: | | **TOTAL FEE: C + D + E + F + G** | = | **$540,594.25** |
| | | ☐ ESTIMATED TOTAL FEE: | | |
| | | ☐ FINAL TOTAL FEE: | | |

## Work Order Authorization – May be granted by email and attached to this document.

**Consultant:**

Jay B. Fallick — *Name* | J. B. Fallick — *Signature* | 6/17/2024 — *Date*

**LPA:**

DAVID GOEDEKEN — *Name* | David Goedeken — *Signature* | 6/28/24 — *Date*

**LPS PC *(for Preliminary Engineering)* and State Rep. *(for Construction Engineering)*:**

*Name* | *Signature* | *Date*

**LPS Unit Head Review *(for PE Phase)*:**

NICOLE TAYLOR — *Name* | Nicole Taylor — *Signature* | 6/28/24 — *Date*

**LPS Manager or Construction Engineer *(Construction Phase)*:**

*Name* | *Signature* | *Date*

**FHWA: *(FHWA Approval on Full Oversight Projects Only)*:**

*Name* | *Signature* | *Date*

Notice to Proceed will be granted by email by: LPS PC for Preliminary Engineering & CD PC for Construction Engineering.

FMIS Approval Date: 6/12/24

Notice to Proceed Date: 6/28/24

**Distribution:** Consultant, LPA – RC, State Rep., FHWA, LPS PC, NDOT Agreements Engineer, Highway Funds Manager, CD PC

**NDOT Form 250, November 18**

# EXHIBIT "A"
# Scope of Services

## Control No. 22937
## Project No. DPs-77(71)
## Fort Crook Road Bridge
## Planning & Environmental Linkages Study

March 2024

Bellevue Nebraska

# TABLE OF CONTENTS

Page No.

**INTRODUCTION AND STUDY OBJECTIVES ..... 1**

**1.0 PROJECT MANAGEMENT AND COORDINATION ..... 1-1**
1.1 Project Schedule ..... 1-1
1.2 Project Controls, Administration and Contract Administration ..... 1-1
1.2.1 Invoicing and Progress Reporting ..... 1-1
1.2.2 Budget Tracking ..... 1-2
1.3 Data Sharing Systems Management ..... 1-2
1.4 Project Team Meetings ..... 1-2

**2.0 STUDY AREA INFRASTRUCTURE CONDITION ASSESSMENT ..... 2-3**
2.1 Planning Context ..... 2-3
2.2 Resource Agency Scoping and Coordination ..... 2-3
2.3 Transportation System Condition Assessment ..... 2-3
2.4 Environmental and Land Use Condition ..... 2-4
2.5 Study Area Condition Assessment Report ..... 2-4
2.5.1 Draft Study Area Condition Assessment Report ..... 2-4
2.5.2 Final Study Area Condition Assessment Report ..... 2-5

**3.0 OUTREACH AND PUBLIC ENGAGEMENT ..... 3-1**
3.1 Project Launch ..... 3-1
3.2 Community Survey ..... 3-1
3.3 Social Media ..... 3-1
3.4 Press Releases ..... 3-1
3.5 Stakeholder Outreach ..... 3-1
3.6 Public Open House 1 – Study Introduction & Purpose and Need ..... 3-2
- Develop invitation list. ..... 3-2
- Identify and secure location. ..... 3-2
- Develop invitation (printed and electronic). ..... 3-2
- Invite attendees (mail and electronic). ..... 3-2
- Promote event using media and publicity channels. ..... 3-2
- Develop meeting materials. ..... 3-2
- Write meeting summary document based on information presented and feedback. ..... 3-2

3.7 Public Open House 2 – Alternatives Development and Evaluation ..... 3-2
3.8 Public Outreach Documentation ..... 3-2
3.8.1 Draft Public Outreach Report ..... 3-2
3.8.2 Final Public Outreach Report ..... 3-3

**4.0 TRAFFIC AND TRANSPORTATION MODELING AND ANALYSIS ..... 4-1**
4.1 Data Gathering ..... 4-1
4.2 Traffic Volume Data Collection ..... 4-1
4.3 Develop Traffic Forecasts (2 horizon years) ..... 4-1
4.4 Operational Analysis ..... 4-1
4.5 Documentation ..... 4-2

**5.0 DATA COLLECTION AND ANALYSIS ..... 5-1**
5.1 Study Area Base Mapping ..... 5-1
5.2 Topographic Survey ..... 5-1
5.3 Existing Bridge Condition Inspection ..... 5-1
5.4 Utilities ..... 5-1
5.5 Roadway Plans and Condition Ratings ..... 5-1
5.6 Transit Operations Review ..... 5-2

5.7 Traffic Data Inventory ..... 5-2
5.8 Crash and Safety Data ..... 5-2
5.9 Existing Traffic Operations Models ..... 5-2
5.10 Non-Motorized Facilities ..... 5-2
5.11 Freight Traffic and Intermodal Access ..... 5-2
5.12 Land Use and Zoning Data ..... 5-2
5.13 Social, Economic, and Demographic Data ..... 5-2
5.14 Environmental Data ..... 5-3
5.14.1 Wetlands ..... 5-3
5.14.2 Floodplains ..... 5-3
5.14.3 Threatened and Endangered Species ..... 5-3
5.14.4 Public Lands ..... 5-3
5.14.5 Hazardous Materials Sites ..... 5-3
5.14.6 Cultural Resources ..... 5-3

**6.0 STATEMENT OF PURPOSE AND NEED ..... 6-1**
6.1 Develop Statement of Purpose and Need ..... 6-1
6.2 Document the Purpose and Need ..... 6-1
6.2.1 Draft Statement of Purpose and Need ..... 6-1
6.2.2 Final Statement of Purpose and Need ..... 6-1

**7.0 EVALUATION AND SCREENING CRITERIA ..... 7-1**
7.1 Basic Performance Criteria ..... 7-1
7.2 Evaluation Criteria and Screening Methodology Memorandum ..... 7-1
7.2.1 Draft Evaluation Criteria and Screening Methodology Memorandum ..... 7-1
7.2.2 Final Evaluation Criteria and Screening Methodology Memorandum ..... 7-1

**8.0 IDENTIFICATION OF INITIAL STRATEGY ALTERNATIVES ..... 8-1**

**9.0 IMPACT EVALUATION, SCREENING AND REFINEMENT OF REASONABLE ALTERNATIVES ..... 9-1**
9.1 Impact Assessment of Initial Alternatives ..... 9-1
9.2 Level 1 Evaluation and Screening ..... 9-2
9.3 Refinement of Alternatives ..... 9-2
9.4 Level 2 Evaluation and Screening ..... 9-2
9.5 Alternative Strategies Development, Screening and Evaluation Memorandum ..... 9-2
9.5.1 Draft Alternative Strategies Development, Screening and Evaluation Memorandum ..... 9-2
9.5.2 Final Alternative Strategies Development, Screening and Evaluation Memorandum ..... 9-3

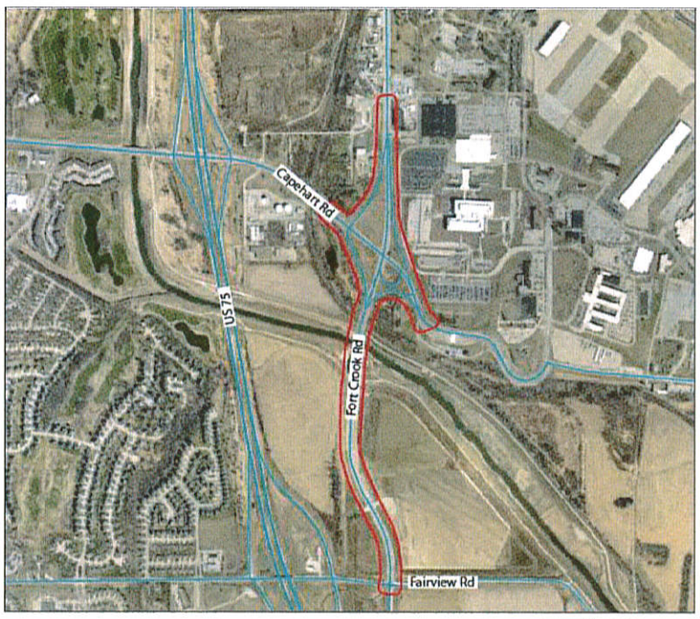
**10.0 PEL STUDY DOCUMENTATION ..... 10-1**
10.1 Draft PEL Report ..... 10-1
10.2 Final PEL Report ..... 10-1

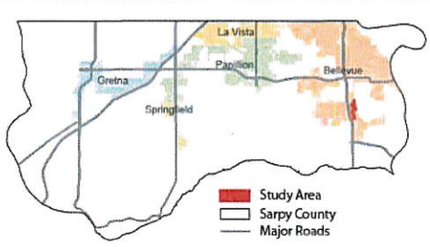
## INTRODUCTION AND STUDY OBJECTIVES

This scope of services represents tasks to be performed in completion of the Bellevue, Nebraska Fort Crook Road Planning and Environmental Linkages (PEL) study to position the Nebraska Department of Transportation, the City of Bellevue, NE, and their partners for future work to finalize National Environmental Policy Act (NEPA) documentation within the defined study area. The area of influence referred to as the study area is generally defined by the southbound Fort Crook Road ramp to westbound Capehart Road to the north, the Fort Crook Road and Fairview Road intersection the south, the Capehart Road and Fort Crook Road ramp terminal to the west, and Fort Crook Road eastbound ramp merge with Butler Boulevard to the east.

### PEL Study Area

The PEL Study will focus on the development of a purpose and need statement and the evaluation of reasonable alternatives for improvements in the Fort Crook Road corridor from the Capehart Road interchange south to Fairview Road. Additional issues to be considered will include rehabilitation or replacement of the Fort Crook Road bridge over Papillion Creek, transit, bicycle and pedestrian accommodations on Fort Crook Road, impacts to ramp, overpass, and railroad clearances, and planned development access. Improvement alternatives will address future access needs, mobility, safety, system preservation, and redevelopment.



The PEL Study framework will incorporate the best practices and draw upon the following guidance documents:

PEL Guidance Document: Nebraska Department of Transportation, November 2022FHWA PEL Questionnaire

The primary tasks of services to be provided to complete the PEL study are broken down as follows:

- Task 1: Project Management and Coordination
- Task 2: Study Area Infrastructure Condition Assessment
- Task 3: Outreach and Public Engagement
- Task 4: Traffic and Transportation Modeling and Analysis
- Task 5: Data Collection and Analysis
- Task 6: Statement of Purpose and Need
- Task 7: Evaluation and Screening Criteria
- Task 8: Development of Initial Strategy Alternatives
- Task 9: Impact Evaluation, Screening and Refinement of Reasonable Alternatives
- Task 10: PEL Study Documentation

The order in which the tasks are completed may or may not correspond to the sequence of the task numbers in the scope of services. Many tasks listed within the scope of services will be prepared concurrently by the Consultant in order to expedite the preparation of the PEL document and associated deliverables. Items of work may be listed in more than one task in the scope of services, solely for the purposes of clarification. It should not be assumed that this is an indication that the items of work must be performed multiple times. However, the results from any item of work may be incorporated into multiple tasks within the scope of services.

The inherent nature and characteristics of this Planning and Environmental Linkages Study may require adjustments and refinements in task efforts and deliverables as the study proceeds. Such revisions that can be incorporated into the work or performed as a tradeoff with other efforts that might be deleted or reduced in scope will be identified and negotiated between the Consultant and NDOT and documented as no-cost modifications to the scope. Preparation and execution of a supplemental agreement will be required prior to performance of any requested work that is considered to be an additional service not included in the original scope of services or fee budget. The Consultant will not be compensated for additional services performed prior to execution of a supplemental agreement. Written confirmation from NDOT of requested additional services and associated costs prior to formal execution of the supplement will formulate a basis for additional compensation under the supplement, if necessary to accommodate the Consultant's progress towards meeting the schedule. Only additional services that are required due to changed or unforeseen conditions or due to a change in the specified end product will be considered for inclusion in a supplemental agreement. Additional man-hours required to complete specified tasks are not considered additional services and will not be compensated for in a supplemental agreement.

# 1.0 PROJECT MANAGEMENT AND COORDINATION

The Consultant will assume responsibility of comprehensive coordination among the major work groups, including environmental, engineering, public involvement and others. Key aspects of the project will include progress reporting and a general outline of communications and data sharing among the study parties. Other project management responsibilities and efforts will include:

- Project Management Team Coordination
- Communication Protocol
- Technical and Policy Advisory Group Coordination
- Agency Coordination
- Data Sharing Framework
- Key Contact List, Including Secondary Contacts
- Progress Meeting Schedules
- Quality Review
- Budget and Cost Control
- Study Schedule and Progress Reporting

The PEL Study will be led and contractually managed through NDOT as the contracting agency, but implemented through close coordination with and oversight by the Project Management Team (PMT) consisting of designated staff from the City of Bellevue, Metropolitan Area Planning Agency (MAPA), and the Nebraska Department of Transportation (NDOT). A stakeholder group will be convened consisting of designated staff from the PMT, supplemented with staff from the Federal Highways Administration, Offutt Air Force Base, Union Pacific Railroad, Papio-Missouri NRD, State and Federal Resource Agencies, and others as suggested by the PMT. The stakeholder group will be called upon and convened at key decision points and milestones to review and provide input and comment on deliverables as directed by the PMT throughout the duration of the study.

## 1.1 Project Schedule

Consultant will prepare a project schedule documenting the work plan and general management coordination of the study activities. The project schedule will assign task responsibilities. The schedule will list individual tasks described in the project scope of work and identify key milestone dates. The project schedule will be maintained and updated as the study proceeds. The schedule will include anticipated review times by the client and other appropriate reviewing agencies.

## 1.2 Project Controls, Administration and Contract Administration

### 1.2.1 Invoicing and Progress Reporting

Consultant will prepare an invoice and submit it to NDOT following each month where there is activity on the project. The Consultant shall certify that subconsultants are paid in a timely manner. The Consultant will prepare and submit with the invoice a monthly progress report and a subcontractor prompt payment certification including the following:

- The past month's activities and accomplishments
- Subcontractor Prompt Payment Form

- Pending issues and decisions
- Budget status summary including percent of hours and dollars spent to date by WBS.
- Schedule status summary
- The next month's planned activities

### 1.2.2 Budget Tracking

Consultant will track the detailed project budget by task and report monthly related expenditures to date, total budget, and completion of deliverable tasks to date.

## 1.3 Data Sharing Systems Management

Consultant will develop and manage a web-based information sharing and management system such as Microsoft Teams or SharePoint, including administration of a hierarchy of access rights to members of the study team as reviewed and agreed upon between NDOT and the Consultant. System folders and structure will be updated and managed for the duration of the study and archived at completion of the study.

## 1.4 Project Team Meetings

The Consultant team will meet regularly throughout the project. This scope covers a project duration of 12 months, with coordination meetings with the PMT held either monthly or biweekly, depending on need, for up to 24 meetings. The coordination meetings will typically be attended by the Consultant Team's project manager and deputy project manager. Other project team members will attend based on the anticipated discussion at each meeting. The meetings will focus on the following topics:

- Activities completed since the last meeting.
- Problems encountered or anticipated.
- Late activities/activities slipping behind schedule.
- Solutions for unresolved or newly identified problems.
- Schedule of upcoming activities.
- Information on items required from other agencies.
- Action items.

This task also includes 24 bi-weekly internal team meetings to coordinate staffing, work tasks, schedule, and others. In addition, Consultant will schedule and conduct weekly conference telephone calls with project management staff from NDOT to provide general production status updates.

Deliverables:

- Meeting Agendas and Minutes/Notes from Stakeholder and PMT Meetings
- Project Budget
- Project Schedule
- Monthly Progress Reports

# 2.0 STUDY AREA INFRASTRUCTURE CONDITION ASSESSMENT

Using existing available data and supplemental data collected under **Task 5: Data Collection and Analysis**, Consultant will assess current conditions and characteristics in the Study Area, focused on the Area of Influence, as they relate to the transportation network, traffic, safety, built and natural environmental conditions, and land use and development characteristics and trends. The assessment will include any future and programmed improvements and resulting conditions that would formulate the planning context and the basis for the No-Build Alternative. One technical report will be prepared for environmental resources and other characteristics within the Study Area that will be affected by the proposed alternatives. Resources for which a separate technical report will not be prepared will be discussed directly in the PEL Study report.

## 2.1 Planning Context

Consultant will identify and collect available past and active agency planning studies and initiatives relevant to this study. A summary of the planning efforts will be developed to present an integrated overview of the future planning context for consideration and incorporation by this study. Consultant will identify, collect, and summarize relevant urban development/redevelopment project information to document current and proposed economic development activity that may influence project planning efforts. Focus of the summary will be on areas or issues in physical proximity with the improvement strategies for coordination and joint development considerations.

## 2.2 Resource Agency Scoping and Coordination

A resource agency scoping meeting will be conducted to identify key issues and concerns to be evaluated by the study. One (1) formal scoping meeting will be conducted with a short-list of key and critical agencies and stakeholders. It is envisioned that NDOT's quarterly inter-agency meeting can be used to leverage the logistics and reduce costs rather than arranging a separate meeting for this purpose. If this is not possible, Consultant assumes that NDOT will provide logistics and coordination including invitations, meeting location, agenda and meeting materials. Meetings will be documented by the Consultant. The purpose of the meetings will be to review the broad goals for the study, provide a framework of the purpose and need, review the study schedule and an open solicitation for areas of concerns and opportunities for coordination and collaboration.

## 2.3 Transportation System Condition Assessment

An evaluation of the existing transportation system will be performed by the Consultant involving the identification, characterization and mapping of existing and planned components of the system within the Study Area (Area of Influence), using data collected in Task 5. Related system elements, such as freight/passenger rail, transit, and pedestrian/bicycle networks and mapped. Major utilities in close proximity to the transportation system will be identified, mapped and characterized. This task will identify the make-up of all transportation markets served in the study area including major generators, commuter through traffic, freight, origin/destination characteristics, and transit.

System condition inventory and assessments will include:

- Fort Crook Road, Capehart Road, Fairview Road – number of lanes, shoulder and median, guardrail/barrier, fencing, lighting, pavement condition, bridge condition and access locations.

Substandard features will be noted including geometrics, safety clear zone and service condition. Major drainage features will be identified and characterized.

- Pedestrian/Bike Facilities –type of facility, width, connectivity, and general ADA compliance.
- Transit Facilities – bus stops, bus routes and stops/stations and park-and-ride lots.

Consultant will assess the safety and security data collected in Task 5 to identify existing safety problems and issues.

## 2.4 Environmental and Land Use Condition

Consultant will conduct an environmental scan of the Study Area (Area of Influence) based on data collected in Task 5. The scan will examine and document existing environmental resource conditions including summary of findings and critical issues, with supporting maps, figures and tables as necessary. Issues requiring further investigation and processing will be identified. The list of critical environmental issues includes:

- Floodplains and floodways
- Wetlands
- Known archaeological sites
- Hazardous materials
- Mines, caves and tunnels
- Historic buildings, sites and districts
- Wildlife Refuges or Management Areas
- Threatened and endangered species (locations or possible presence)
- Public parks and recreational resources
- Current and planned land uses including community profiles, population, trends, social diversity and socio-economic characteristics
- Sensitive noise receptors (not including measurements)
- Air quality (not including measurements)
- Environmental justice or protected population areas
- Landfills and open dumps.
- Airports, including military and public use airports
- Water supply and wastewater treatment facilities, including public wells
- Power stations or electrical substations

## 2.5 Study Area Condition Assessment Report

### 2.5.1 Draft Study Area Condition Assessment Report

The findings of Task 2 will be documented in a Draft Condition Assessment Report, including:

- Summary of the planning context and identification of opportunities for coordination and joint development
- Description and assessment of transportation system including identification of areas of substandard features and safety operations

The draft report will be distributed to the PMT and the stakeholders for review and comment.

### 2.5.2 Final Study Area Condition Assessment Report

Consultant will review comments with the PMT and will address and incorporate comments and submit the Final Condition Assessment Report.

Deliverables:

- Draft Corridor Assessment Report
- Final Corridor Assessment Report

# 3.0 OUTREACH AND PUBLIC ENGAGEMENT

This task will focus on identifying and engaging the potentially affected public, stakeholders, and resource agencies so they can provide meaningful input for the PEL process. The Consultant will track issues raised by the public and incorporate questions, concerns, issues, and responses into ongoing communications as appropriate, and will provide support to NDOT Public Involvement staff. Two public open house meetings are anticipated, the first to introduce the PEL Study and describe an initial purpose and need, and the second to describe the finalized purpose and need, alternatives development and evaluation, and next steps in the project development process.

## 3.1 Project Launch

Consultant will work with NDOT staff and client team to prepare a package of materials for use during the project. Consultant will provide (written/oral) translation needs for general materials if requested, not to exceed two languages in addition to English.

## 3.2 Community Survey

The Consultant will draft questions for and provide an online survey to gather community feedback, and will coordinate online comment gathering to correspond with public meetings. Consultant will deploy the questions using Survey Monkey. The Consultant will provide the final surveys as a URL (for digital needs) and PDF (for printing) and will coordinate with the PMT to formulate responses if needed. Consultant will summarize the survey results and integrate them into planning recommendations. If appropriate, the Consultant will incorporate digital tools, such as Mentimeter, for crowdsourcing/real-time commenting and/or voting into public meetings.

## 3.3 Social Media

The Consultant will provide the Core Team with up to five (5) sample social media posts that they can share with their existing networks (Facebook, X, Instagram). The posts will focus on public meetings and commenting opportunities.

## 3.4 Press Releases

To keep local news outlets up to speed on the project, the Consultant will draft up to three (3) press releases and provide them to the PMT for review and comment. The City of Bellevue and NDOT will distribute the final releases to media contacts. Where possible, the Consultant will link the releases to electronic publications and high-quality imagery that the local news media can easily download and use for news coverage. The releases will focus on the public meetings and commenting opportunities

## 3.5 Stakeholder Outreach

With assistance and input from the PMT, Consultant will maintain a current contact list of jurisdictions and individuals who will serve and represent the stakeholder group. Anticipated key stakeholders include the following organizations:

- Offutt AFB
- City of Bellevue Economic Development & Public Works
- Union Pacific Railroad (UPRR). The outreach to the UPRR is a critical path task which will be necessary to determine if repair of the existing bridges is a possible alternative. The NDOT will

lead the coordination effort with the UPRR. The Consultant will coordinate with the NDOT regarding this meeting and will attend the meeting.
- Papio-Missouri NRD

In addition to review and input on key study deliverables, stakeholders will be convened for up to four (4) meetings throughout the duration of the study. Roles, responsibilities, and key milestone points requiring stakeholder input will be established in coordination with the PMT.

## 3.6 Public Open House 1 – Study Introduction & Purpose and Need

Consultant will schedule and facilitate a public open house meeting to introduce the study and describe the preliminary project purpose and need and to seek input and feedback. This session will be attended by and focused on a wide audience including the partner organizations. Visualizations of the study area, potential issues and needs, and known environmental constraints will be presented for feedback. Specific efforts and activities to be provided by Consultant, with input from PMT, will include:

- Develop invitation list.
- Identify and secure location.
- Develop invitation (printed and electronic).
- Invite attendees (mail and electronic).
- Promote event using media and publicity channels.
- Develop meeting materials.
- Write meeting summary document based on information presented and feedback.

## 3.7 Public Open House 2 – Alternatives Development and Evaluation

Consultant will schedule and facilitate a second public open house meeting to review the reasonable alternatives developed and to view the results of the evaluation process. This session will be attended by and focused on a wide audience including the partner organizations. Specific effort and activities to be provided by Consultant, with input from PMT, will include:

- Develop invitation list.
- Identify and secure location.
- Develop invitation (printed and electronic).
- Invite attendees (mail and electronic).
- Promote event using media and publicity channels.
- Develop meeting materials.
- Write meeting summary document based on information presented and feedback

## 3.8 Public Outreach Documentation

### 3.8.1 Draft Public Outreach Report

The public outreach program as conducted and deployed will be documented in a draft Public Outreach Report. The report will summarize how the public input was solicited, reviewed and considered in developing the recommended alternatives. The draft report will be distributed to PMT and stakeholders for initial review and comment. Upon incorporation of comments, the report will be made available for public review and comment.

# 4.0 TRAFFIC AND TRANSPORTATION MODELING AND ANALYSIS

This task will include efforts relating to the evaluation of travel demand projections and capacity analysis by Highway Capacity Manual methodologies. This task will support **Task 6: Statement of Purpose and Need** and will include an assessment of existing conditions and future no-actions conditions. The traffic modeling activities under this task will also include the detailed analysis of the reasonable alternatives developed and carried through the PEL process identified in **Task 9: Impact Evaluation and Screening of Reasonable Alternatives**.

## 4.1 Data Gathering

The Consultant will coordinate with the Metropolitan Area Planning Agency (MAPA) to obtain forecast traffic volumes for the horizon year 2050. Volumes will be obtained for mainline Ft. Crook Road, between Farview Road and Harlan Drive, and the ramps associated with the Capehart Road interchange.

## 4.2 Traffic Volume Data Collection

The Consultant will collect 24-hour volumes at the following locations:

- Ft. Crook Road, Fairview Road to Capehart Road interchange (south of northbound off ramp and southbound on-ramp)
- Ft. Crook Road, within Capehart Road interchange (2 locations)
- Ft. Crook Road, north of Capehart Road interchange
- Southbound on-ramp
- Turning movement count at Northbound off-ramp & Capehart Road intersection
- Northbound on-ramp (loop)
- Northbound on-ramp
- Turning movement count at Southbound off-ramp & Capehart Road intersection

## 4.3 Develop Traffic Forecasts (2 horizon years)

In coordination with MAPA and through the use of forecast volumes gathered in task 4.1, the Consultant will develop traffic forecasts for the Ft. Crook Road corridor and the Capehart Road interchange for two horizon years (2050 and 2060).

## 4.4 Operational Analysis

In accordance with Highway Capacity Manual procedures, the Consultant will conduct existing, future year no-build, and future year alternatives operational analysis for the study corridor and the ramps and intersections associated with the Capehart Road interchange. Synchro will be used for signalized intersection operations analysis whereas Highway Capacity Software (HCS) will be used for all other analyses.

The analysis will be aimed at determining the number of mainline lanes needed along Ft. Crook Road and the operational need for modifications to the ramps associated with the Capehart Road interchange. As

such, it is estimated that the reasonable alternatives to be evaluated in determining the number of mainline lanes in Ft. Crook Road include:

- Three mainline lanes per each of the northbound and southbound directions
- Two mainline lanes per each of the northbound and southbound directions
- One mainline lane per each of the northbound and southbound directions

## 4.5 Documentation

The Consultant will prepare a draft report of findings of the traffic operations analysis documenting the No-Build condition, and potential operational conditions under the reasonable alternative scenarios. The analysis will focus on operational characteristics relating to speed, density, travel time, level of service, and potential impacts on safety. The findings will be reported in the context of comparison with the No-Build Condition and will be referenced in the **Task 6: Statement of Purpose and Need**, and **Task 9: Impact Evaluation and Screening of Reasonable Alternatives**. After review comments are received, the Consultant will address and incorporate comments and submit the Final Traffic Operations Report of Findings.

Deliverables:

- HCS and Synchro Models
- Draft Traffic Operations Report of Findings
- Final Traffic Operations Report of Findings

# 5.0 DATA COLLECTION AND ANALYSIS

This task includes the identification of sources and data collection needs to support all aspects of the PEL Study. This includes traffic data to support models developed in **Task 4: Traffic and Transporation Modeling and Analysis** and to support the overall assessment of the Study Area in **Task 2: Study Area Infrastructure Condition Assessment**, **Task 6: Statement of Purpose and Need**, and **Task 9: Impact Evaluation, Screening, and Refinement of Reasonable Alternatives**. Data needs include but are not limited to:

- Traffic and Safety.
- Base Mapping (GIS or other platform).
- Previous Studies and Plans.
- Programmed Improvements.
- Stakeholders List by Individual or Group.
- Environmental and other pertinent regional data to be addressed in the PEL.

## 5.1 Study Area Base Mapping

Consultant will collect base mapping information in the Study Area from available sources including aerial photography, USGS, and GIS data from the PMT and other sources. Aerial-based project mapping will be prepared at scales suitable to depict alternatives by location and of sufficient detail to ascertain potential impacts the adjacent and surrounding environment. GIS data will be inventoried by layer for reference and use by the Consultant study team.

## 5.2 Topographic Survey

Consultant will perform a topographic survey to collect data to establish the vertical and horizontal clearance of the railroad, sections through the channel and levee, and the vertical clearance between Fort Crook Road and the Capehart Road overhead bridge. Utility information will be collected as available.

## 5.3 Existing Bridge Condition Inspection

Consultant will perform an inspection of both bridges in order to confirm the findings of the "Feasibility Study – Bridge 235" report performed for Sarpy County by Burns and McDonnel in 2021. This will follow the general guidelines of the National Bridge Inspection Standards (NBIS) bi-annual inspections, but is not an official NBIS inspection that will be documented with NDOT.

## 5.4 Utilities

Consultant will collect and inventory information about major utilities within the Study Area potentially affecting the existing and alternative strategy scenarios for the transportation system.

## 5.5 Roadway Plans and Condition Ratings

Consultant will collect and inventory from NDOT and the City of Bellevue available as-built plans, bridge service ratings and pavement condition ratings for freeways and principal arterials in the Study Area. Plans for roads directly connecting the freeway system along the project route will also be collected and inventoried.

## 5.6 Transit Operations Review

Transit ridership data and routes operating in the Study Area will be obtained by Consultant from Metro Area Transit and MAPA, as necessary. Transit-related studies that could be relevant to the development and analysis of alternatives as they relate to access and connectivity within the Study Area will be inventoried and referenced.

## 5.7 Traffic Data Inventory

Consultant will collect and inventory existing traffic data including but not limited to origin/destination data, crash history, average daily and peak hour traffic for the principal roadways in the Study Area from available sources including MAPA, NDOT, and City of Bellevue.

## 5.8 Crash and Safety Data

Consultant will collect, inventory and summarize crash data provided by NDOT by numbers of crashes, and crash rates by highway segment on the project route.

## 5.9 Existing Traffic Operations Models

Consultant will collect and review available previously developed traffic operational HCM and Synchro models from NDOT, MAPA, and Bellevue. These previous models will formulate the basis for constructing new models to support this PEL study.

## 5.10 Non-Motorized Facilities

Consultant will collect data related to facilities and routes within the Study Area designated specifically for non-motorized transportation modes (e.g., bicycle and pedestrian).

## 5.11 Freight Traffic and Intermodal Access

Consultant will collect, analyze, and review the vehicle classification count data to be provided by NDOT, MAPA, Bellevue and others. The primary purpose of this task is to document truck traffic and its effects on transportation operations along the project route in the Study Area. Planned Intermodal and other freight facilities within the Study Area will be identified.

## 5.12 Land Use and Zoning Data

Consultant will identify existing and adopted land use and zoning classifications within the Study Area, including incorporated boundaries, and review land use forecasts by MAPA and Bellevue. Data to be collected will include commercial level platting information in critical areas and known planned developments within the Study Area. Consultant will assemble readily available planning information within the Study Area related to proposed land use. Such information will include publicly adopted studies and private land use planning as available through and shared by the identified stakeholders.

## 5.13 Social, Economic, and Demographic Data

Consultant will collect readily available data regarding social, economic and demographic characteristics within the Study Area. Data will include most recently published demographic reports and census data by MAPA. Data will also include future projections related to social, economic and demographic characteristics to the extent the data are readily available from public jurisdictions in the Study Area including MAPA and city and county sources.

## 5.14 Environmental Data

Consultant will collect, inventory and review available environmental databases within the Study Area to identify known constraints and potential impacts.

### 5.14.1 Wetlands

Consultant will obtain stream wetland and hydric soil information from Natural Resources Conservation Service (NRCS) offices, USGS and National Wetland Inventory (NWI) mapping for initial screening.

### 5.14.2 Floodplains

Consultant will collect available floodplain information including approximate 100-year floodplain limits, using National Floodplain Insurance Program (NFIP) maps and other available sources and identify regulatory floodways. Show floodway, floodway fringe and floodplain from NFIP maps on project mapping.

### 5.14.3 Threatened and Endangered Species

Consultant will contact the Nebraska Game and Parks Commission and the US Fish and Wildlife Service to obtain information on threatened/endangered species locations and natural features.

### 5.14.4 Public Lands

Consultant will identify potential (Public Recreation) Section 4(f) and Section 6(f) properties, and coordinate documentation with NDOT Section 6(f) county listings.

### 5.14.5 Hazardous Materials Sites

Consultant will collect and review relevant information available in public and private files (CERCLIS, RCRA, LUST, and NDEQ hazardous materials list) on properties known or suspected of waste disposal and/or waste sources.

### 5.14.6 Cultural Resources

Consultant will review Nebraska SHPO, National Register of Historic Places (NRHP), US Army Corps of Engineers, county records, and any other appropriate agency for recorded archeological and architectural resources. Consultant will locate historic districts, structures and sites from the relevant lists on the composite environmental constraints mapping.

# 6.0 STATEMENT OF PURPOSE AND NEED

Consultant will coordinate and engage with the PMT and resource agencies through scoping meetings, public and stakeholder engagement to develop the PEL Study's statement of Purpose and Need. The Purpose and Need will be the basis for identifying the needs for transportation improvements, defining goals and objectives of the PEL Study, and support development of a framework and methodology for screening and evaluating alternatives.

## 6.1 Develop Statement of Purpose and Need

Consultant will develop a statement of the purpose and need for the transportation system improvements. Specifically, the Statement of Purpose and Need will contain and address the following:

- Identify the visions and goals of the PMT and stakeholders for the near and long-term future of the study area, and document points of disagreement and congruence.
- Refer to data identified in **Task 2: Study Area Infrastructure Condition Assessment** and **Task 4: Traffic and Transportation Modeling and Analysis** regarding existing and expected deficiencies in the transportation system serving the study area to support compilation of system deficiencies.
- Reference the list of issues that resulted from contacts with stakeholders and general knowledge of the area to identify a list of key needs in the corridor.
- Prepare a preliminary list of existing and anticipated deficiencies in the transportation system and the growth or changing needs in the study area.

## 6.2 Document the Purpose and Need

Consultant will prepare a written document containing the statement of purpose and need for review and comment. The statement of Purpose and Need will formulate an "umbrella" statement for the study area, based on identification of needs and efficiencies. The statement will reflect the context sensitivity of the transportation needs within the study area to support the attainment of stated transportation goals by encouraging the consideration of land use, transportation, environmental and infrastructure needs in an integrated manner.

### 6.2.1 Draft Statement of Purpose and Need

Consultant will prepare a draft Statement of Purpose and Need for distribution to the PMT and the stakeholders for review and comment.

### 6.2.2 Final Statement of Purpose and Need

Consultant will review comments with the PMT and will address and incorporate comments and submit the Statement of Purpose and Need.

Deliverable:

- Draft Statement of Purpose and Need
- Final Statement of Purpose and Need.

# 7.0 EVALUATION AND SCREENING CRITERIA

Consultant will develop an evaluation and screening process based on the Purpose and Need for the study. This effort will include development of a framework and procedures for identifying the range of reasonable alternatives to be carried into subsequent NEPA studies and documents. Screening will be accomplished in two steps that uses increasing levels of analysis to reduce the broad range of alternatives to a set of reasonable alternatives to be further evaluated. Evaluation criteria will be based on the Purpose and Need, and other PEL Study goals identified in **Task 6: Statement of Purpose and Need**. The criteria developed will consider environmental resources, performance metrics, and other resources identified in and other regional planning documents.

## 7.1 Basic Performance Criteria

Consultant will develop and apply basic measures to evaluate alternatives strategy scenarios. This list of measures is preliminary and is subject to potential revision determined from input from the PMT and the study stakeholders.

- Safety and Traffic Operational Effectiveness
- Land Use Consequences, Impacts and Opportunities
- Financial Analysis and Economical Feasibility
- Natural Environment Impacts & Sustainability
- Socio-Economic Impacts
- Conformity with Current Planning Goals and Policies

## 7.2 Evaluation Criteria and Screening Methodology Memorandum

### 7.2.1 Draft Evaluation Criteria and Screening Methodology Memorandum

Consultant will prepare a brief draft Evaluation Criteria and Screening Methodology Memorandum to document the performance metrics to be applied in the study. Consultant will distribute the memorandum to the PMT and the stakeholders for review and comment.

### 7.2.2 Final Evaluation Criteria and Screening Methodology Memorandum

Consultant will review comments with the PMT and will address and incorporate comments and submit the final Evaluation Criteria and Screening Methodology Memorandum.

Deliverables:

- Draft Evaluation Criteria and Screening Methodology Memorandum
- Final Evaluation Criteria and Screening Methodology Memorandum

# 8.0 IDENTIFICATION OF INITIAL STRATEGY ALTERNATIVES

The Consultant will identify a broad range of alternatives and strategies that will be evaluated to determine how well they meet the identified purpose and need. This broad range of alternatives will include options within the Study Area that are anticipated to include:

- No-Build Alternative
- Transportation System Management (TSM) alternatives.
- Rehabilitation or Replacement of the Fort Crook Road Bridge over Papillion Creek.
- Fort Crook Road and Capehart Road Local Interchange Ramp Improvements.
- Minor Access Modifications to Offutt AFB.
- Incorporating Bicycle, Pedestrian, and Transit Modes.
- Other strategies identified with engagement of public and stakeholders.

Non-motorized transportation, transit elements, land use and economic development opportunities will be considered in the development and evaluation of the conceptual range of alternatives. The reasonable alternatives that meet Purpose and Need will be developed further for additional evaluation during level two screening in **Task 9: Impact Evaluation, Screening and Refinement of Reasonable Alternatives**. Different scenarios and options may be developed for each of the defined concept packages. The No Build alternative will be evaluated for comparison purposes. This stage of identification will be conceptual and will include the initial travel demand modeling efforts in **Task 4: Traffic and Transportation Modeling and Analysis**, but will not include any traffic operations or design advancement.

The Consultant will prepare a narrative describing the Initial Alternatives and Strategies for inclusion in the draft and final Alternative Development, Screening, and Evaluation technical memorandum.

# 9.0 IMPACT EVALUATION, SCREENING AND REFINEMENT OF REASONABLE ALTERNATIVES

In coordination with the PMT, the initial range of strategies and alternatives will be evaluated and screened by the criteria established in **Task 7: Evaluation and Screening Criteria**. The screening process will use a two-step process with increasing levels of analysis to reduce the broad range of alternatives to a set of reasonable alternatives to be further evaluated at a higher level of detail. The purpose of the initial (or Level 1) screening is to eliminate the apparently unfeasible alternatives as agreed upon by the PMT, unsuitable alternatives, and alternatives that do not meet the Purpose and Need. The data used in the Level 1 screening will include information already obtained or easily obtainable. It is anticipated that advanced traffic modeling and conceptual design of these alternatives will not be required at this level prior to any screening.

The comparative level of screening (Level 2) will evaluate and screen those strategies and alternatives that carry forward from the Level 1 screening. The evaluation for each alternative will include development of conceptual alignments, typical sections, and order of magnitude opinions of costs. Results of the travel demand and traffic operational analysis for each alternative will be completed under **Task 4: Traffic and Transportation Modeling and Analysis.** The alternatives will be evaluated and screened by application of the methodology and criteria established in **Task 7: Evaluation and Screening Criteria**. Alternatives and strategies will be compared relative to each other, and in relation to the No Action Alternative.

The final outcome of this task will be a set of reasonable alternatives and strategies with planning-level details and cost estimates, and with sufficient detail to be carried forward into future NEPA analysis. The logical termini for the reasonable alternatives will be defined to establish independent utility by segment where feasible to support independent NEPA classifications and actions.

## 9.1 Impact Assessment of Initial Alternatives

Consultant will determine and assess the potential impacts of the initial set of alternatives (Task 8) based on the approved evaluation criteria and process (Task 7). Using the data collected and analyzed for the Study Area (Task 2 and 5), potential impacts for the evaluation factors will be estimated using quantitative and qualitative assessments, and compiled in a comprehensive manner for comparative purposes. Impact assessment methodologies are anticipated as follows:

- Floodplains and floodways – number of crossings directly impacted.
- Navigation – qualitative assessment of compliance.
- Wetlands – number of areas directly impacted.
- Known archaeological sites – number of resources directly impacted.
- Hazardous waste sites – number of resources directly impacted by category.
- Mines, Caves and Tunnels – number of sites directly impacted.
- Historic buildings, sites and districts – number of sites directly impacted by category.
- Wildlife habitat areas – number of areas directly impacted.
- Threatened and endangered species (locations or possible presence) – number of sites directly impacted and means of mitigation.

- Public parks – number of sites directly impacted and qualitative assessment of enhancement opportunities and mitigation.
- Current and planned land uses including community profiles, population, trends, social diversity and socio-economic characteristics – qualitative assessment of potential changes, trends and opportunities for enhancement.
- Noise – qualitative assessment of typical impacts and mitigation opportunities.
- Air quality – qualitative assessment based on typical transportation measures as key indicators.

## 9.2 Level 1 Evaluation and Screening

A NEPA-appropriate screening process will be used and applied to the universe of initial alternatives (anticipated to include up to twelve concepts) to identify the feasible and significantly different alternatives. The purpose of this screening is to eliminate the obviously infeasible alternatives or alternatives that do not meet the Purpose and Need. The Consultant will perform a decision alternative analysis for each improvement alternative. The decision alternative analysis will used a decision matrix of compiled information – environmental impacts, transportation impacts, and implementation factors.

## 9.3 Refinement of Alternatives

Based on the findings and conclusions of the Level 1 evaluation and screening, a short-list of alternatives (anticipated to include up to four concepts) will be identified and defined. These alternatives will be refined in detail and precision, identifying key areas of refined detail, such as physical tight spots. Design or configuration options will be identified as necessary to identify opportunities for improved operations, increased opportunities for economic development opportunities, and/or reduced impacts to the environment. Based on the refinements and design options, the set of alternatives will be reconstituted as appropriate to define a final set of reasonable and feasible alternatives for the Level 2 evaluation.

## 9.4 Level 2 Evaluation and Screening

Based on the final set of refined alternatives, the Consultant will perform a comprehensive test of each of the short-listed alternatives. This test will use a decision process matrix with a comprehensive overview of all key evaluation criteria in a manner and format similar to the Level 1 screening, but with a higher degree of certainty and a greater emphasis on the ability to provide future refinements to optimize operational benefits, enhance opportunities for adjacent economic development activity, and reduce negative impacts to the environment. The Level 2 evaluation will include assessments of the ease or ability for the sponsoring agencies to implement the alternatives through considerations of phasing, staging and interagency coordination.

## 9.5 Alternative Strategies Development, Screening and Evaluation Memorandum

### 9.5.1 Draft Alternative Strategies Development, Screening and Evaluation Memorandum

Consultant will prepare a draft memorandum that documents the development, screening, and evaluation of evaluation and screening criteria, the initial and reasonable alternatives, and the

evaluation process of those alternatives. The memorandum will be distributed to the PMT and the stakeholders for review and comment.

### 9.5.2 Final Alternative Strategies Development, Screening and Evaluation Memorandum

Consultant will review comments with the PMT and will address and incorporate comments and submit the final Report of Reasonable Alternative Strategies and Impacts Memorandum.

Deliverables:

- Level 1 and Level 2 Evaluation Matrices.
- Draft Alternative Development, Screening, and Evaluation Memorandum
- Final Alternative Development, Screening, and Evaluation Memorandum

# 10.0 PEL STUDY DOCUMENTATION

The Consultant will prepare a draft PEL Report that will describe the findings, alternatives, and visions developed within this study. One set of consolidated comments will be received from the PMT for incorporation into the final document. Included in the report will be responses to the FHWA PEL Questionnaire. The objective of the study will be to receive an acceptance letter from FHWA.

The PEL Study report will include the following chapters which may be subject to revision as directed and approved by the PMT:

- Executive Summary.
- Introduction and Purpose and Need Statement.
- Alternatives Development and Evaluation.
- Transportation Impacts.
- Environmental Impacts.
- Land Use.
- Economic Development Impacts.
- Agency Coordination and Public Involvement.
- Implementation Plan.
- Strategic NEPA Transition Plan

## 10.1 Draft PEL Report

A draft PEL Report will be prepared by the Consultant for review and comment. The PEL Report will be a technical summary of the engineering and environmental considerations, assumptions, analysis methodologies and illustrations of the final recommended alternatives and implementation considerations. The Consultant will complete the FHWA PEL Questionnaire for documentation of the PEL Study and for use with the future NEPA actions. A draft questionnaire will be submitted with the draft PEL report for review and comment.

## 10.2 Final PEL Report

Based on comments, a final PEL Report will be prepared by the Consultant for agency distribution. The Consultant will assist the project sponsors with the presentation of the final PEL Report to agency leadership, project partners and key stakeholders, as requested.

Deliverables:

- Draft PEL Report
- Final PEL Report
- FHWA PEL Questionnaire

HRG
HISTORIC
RESOURCES
GROUP, INC.

***Bellevue Fort Crook Road Bridge PEL Study***
***CN 22937***
***Prepared for Jay Fallick, JEO Consulting Group***
***May 2024***

***HRG Proposed Scope of Services***
HRG proposes to conduct an evaluation following the Planning and Environmental Linkages process (PEL) for the Fort Crook Road Bridge in Bellevue, Nebraska. HRG staff meet the Secretary of the Interior's Professional Standards in the area of architecture and architectural history. HRG will participate in preparing documents to support PEL documentation through an environmental records search for cultural resources. There will be no to minimal survey efforts. Any survey effort will document areas of concern or areas where more in-depth study is required.

**Principal Investigator**

| *EFFORT* | *HOURS* | *RATE* |
|---|---|---|
| **BACKGROUND RESEARCH** | 10 | 105 |
| **FIELD SURVEY** | 6 | 105 |
| **REPORT OF FINDINGS** | 24 | 105 |
| **EDITS/COMMENTS/CONSULTATION** | 8 | 105 |
| **EXPENSES: MILEAGE 110 MILES AT $0.67** | | 73.70 |
| **PROJECT TOTAL** | 48 | $5113.70 |

Assumptions:
HRG assumes that this project will be conducted as a records search and desk top effort. Minimal to no field survey will take place as part of the project. PEL documentation will provide information about the known cultural resources within the study area and recognize any areas that will require additional future study.

**Archeological Desktop Review**
**For Crook Road Bridge**
**Bellevue, Nebraska**

**Scope of Services**

**John R. Bozell**
**Archeological Consultant**

**May 17, 2024**

The consultant will complete comprehensive background research regarding previous archeological efforts in the project area and determine if there are any known archeological properties in the Area of Potential Effects (APE). This will be accomplished through consultation of the Nebraska Cultural Resources Geographic Information System (NCRGIS) housed at the History Nebraska State Historic Preservation Office (NeSHPO) and the State Archeology Office. A variety of historic maps (General Land Office Survey, County Atlases, United States Geological Survey topographic maps) will also be reviewed to determine the potential for archeological expressions of early townsites, trails, farmsteads or other resource types.

The background study will also incorporate data from the on-going Nebraska Buried Sites GIS Project (also housed at History Nebraska) that identifies landforms with an increased likelihood of containing deeply buried archeological deposits.

The above information will be synthesized in a brief report discussing known prior investigations and recorded archeological properties. The report will also provide discussion of the potential for archeological deposits which might be in the APE.

The cost for the service will not exceed $1200 (see below).

| TASK | Hours/Miles | Rate | Cost |
|---|---|---|---|
| Background and Historic Map Research | 8 hrs | 50/hr | $ 400 |
| Report | 16 hrs | 50/hr | $ 800 |
| **TOTAL** | | | **$ 1200** |

## Staffing Plan (CPFF) — PEL Study

**Project Name:** Bellevue Fort Crook Road PEL Study
**Project Number:** DPs-77(71)
**Consultant:** JEO Consulting Group
**Control Number:** 22937
**Consultant PM:** Jay Fallick, 402-392-9912, jfallick@jeo.com
**LPA RC:** Dave Goedeken, 402-293-3030, david.goedeken@bellevue.net
**NDOT PC:** Karen Majerus, 402-479-3600, karen.majerus@nebraska.gov
**Date:** May 24, 2024

NEBRASKA
Good Life. Great Journey.
DEPARTMENT OF TRANSPORTATION

| # | Code | Classification | # | Code | Classification |
|---|---|---|---|---|---|
| 1 | PM | Project Manager | 6 | SES | Senior Environmental Scientist |
| 2 | SENG | Senior Engineer | 7 | ES | Environmental Scientist |
| 3 | ENG2 | Engineer II | 8 | CES | Community Engagement Specialist |
| 4 | ENG1 | Engineer I | 9 | SCP | Survey Crew Personnel |
| 5 | DES | Designer/Tech | 10 | SDT | Survey Design Technician |

| Overhead Rate [1] |
|---|
| 204.48% |
| **Fee for Profit Rate [2]** |
| 12.40% |
| **FCCM (if applicable)** |
| 1.74% |

**BLENDED RATES TABLE**

*Template: T-WB-X1.2 RD Design Phase (rev 06-22-2021) CPFF*

| Employee Name | Job Title & Certifications [3] | Current Actual Salary Rate/Hr [4] | % Assigned |
|---|---|---|---|
| **Project Manager** | | | |
| Jay Fallick | Project Manager, PE | $83.46 | 100% |
| | **Blended Rate:** | **$83.46** | |
| **Senior Engineer** | | | |
| Jay Fallick | Roadway Engineer, PE | $83.46 | 70% |
| Mark Lutjeharms | Traffic Engineer, PE | $83.29 | 10% |
| Steve Arens | Bridge Engineer, PE | $81.97 | 15% |
| Matt Selinger | Railroad Liason, PE | $105.77 | 3% |
| Dan Fricke | Levee, PE | $72.69 | 1% |
| Brad Wilken | Visual Specialist | $73.56 | 1% |
| | **Blended Rate:** | **$83.68** | |
| **Engineer II** | | | |
| Anthony Cameli | Roadway Engineer, PE | $58.17 | 65% |
| Jesse Sire | Bridge Engineer, PE | $67.86 | 34% |
| John Callen | Floodplain Management, PE | $62.26 | 1% |
| | **Blended Rate:** | **$61.51** | |
| **Engineer I** | | | |
| Jordan Vietz | Roadway Design | $45.36 | 35% |
| Mark Friend, II | Traffic Engineer | $46.35 | 35% |
| Andrew Eisenbraun | Bridge Engineer | $41.59 | 25% |
| Layne Kettlehake | Water Resources Engineer | $43.41 | 3% |
| Mike Frates | Geographical Information Systems/Mapping | $45.19 | 1% |
| Robert Bartja | Visual Specialist | $36.30 | 1% |
| | **Blended Rate:** | **$44.61** | |
| **Designer/Tech** | | | |
| Nick Moresette | Roadway Engineer, EI | $32.69 | 15% |
| Justin Humphrey | Roadway Engineer, EI | $32.81 | 10% |
| Ryan Weyers | Roadway Engineer, EI | $32.81 | 10% |
| Mark Templeman | Senior Designer | $78.25 | 10% |
| Braeden Beck | Traffic Engineer | $30.45 | 55% |
| | **Blended Rate:** | **$36.04** | |
| **Senior Environmental Scientist** | | | |
| Zach Cunningham | Biologist/Environmental Scientist | $57.21 | 100% |
| | **Blended Rate:** | **$57.21** | |
| **Environmental Scientist** | | | |
| Eric Marrow | Biologist/Environmental Scientist | $31.00 | 50% |
| Ryan Joe | Biologist/Environmental Scientist | $42.79 | 50% |
| | **Blended Rate:** | **$36.90** | |

## Consultant's Estimate of Hours — PEL Study

**Project Name:** Bellevue Fort Crook Road PEL Study
**Project Number:** DPs-77(71)
**Consultant:** JEO Consulting Group
**Control Number:** 22937
**Consultant PM:** Jay Fallick, 402-392-9912, jfallick@jeo.com
**NDOT PC:** Karen Majerus, 402-479-3600, karen.majerus@nebraska.gov
**Date:** May 24, 2024

| TASKS | PERSONNEL CLASSIFICATIONS | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | PM | SENG | ENG2 | ENG1 | DES | SES | ES | CES | SCP | SDT | Total |
| **1.0 Project Management and Coordination** | **178** | **44** | **24** | | **10** | | | | | | **256** |
| 1.1. Project Schedule | 8 | | | | | | | | | | 8 |
| 1.2. Project Controls, Administration and Contract Admin | 112 | | | | | | | | | | 112 |
| 1.3. Data Sharing Systems Management | 2 | | | | 10 | | | | | | 12 |
| 1.4. Project Team Meetings | 56 | 44 | 24 | | | | | | | | 124 |
| | | | | | | | | | | | |
| **2.0 Study Area Infrastructure Condition** | | **38** | **40** | **28** | **20** | | | | | | **126** |
| 2.1. Planning Context | | | | | | | | | | | |
| 2.2. Resource Agency Scoping and Coordination | | | | | | | | | | | |
| 2.3. Transportation System Condition Assessment | | 18 | 22 | 24 | 20 | | | | | | 84 |
| 2.4. Environmental and Land Use Condition | | | | | | | | | | | |
| 2.5. Study Area Condition Assessment Report | | | | | | | | | | | |
| .1 Draft | | 14 | 10 | 4 | | | | | | | 28 |
| .2 Final | | 6 | 8 | | | | | | | | 14 |
| | | | | | | | | | | | |
| **3.0 Outreach and Public Engagement** | | **84** | **30** | | | | | **472** | | | **586** |
| 3.1. Project Launch | | | | | | | | 30 | | | 30 |
| 3.2. Community Survey | | | | | | | | 50 | | | 50 |
| 3.3. Social Media | | | | | | | | 28 | | | 28 |
| 3.4. Press Releases | | | | | | | | 20 | | | 20 |
| 3.5. Stakeholder Outreach | | 52 | 12 | | | | | 168 | | | 232 |
| 3.6. Public Open House 1 | | 14 | 12 | | | | | 75 | | | 101 |
| 3.7. Public Open House 2 | | 12 | 6 | | | | | 75 | | | 93 |
| 3.8. Public Outreach Documentation | | | | | | | | | | | |
| .1 Draft Public Outreach Report | | 4 | | | | | | 13 | | | 17 |
| .2 Final Public Outreach Report | | 2 | | | | | | 13 | | | 15 |
| | | | | | | | | | | | |
| **4.0 Traffic and Transportation Modeling** | | **7** | | **70** | **116** | | | | | | **193** |
| 4.1. Data Gathering | | 1 | | 4 | | | | | | | 5 |
| 4.2. Traffic Volume Data Collection | | | | 2 | 40 | | | | | | 42 |
| 4.3. Develop Traffic Forecasts | | 2 | | 4 | 16 | | | | | | 22 |
| 4.4. Operational Analysis | | 2 | | 20 | 40 | | | | | | 62 |
| 4.5. Documentation | | 2 | | 40 | 20 | | | | | | 62 |
| | | | | | | | | | | | |

| TASKS | PERSONNEL CLASSIFICATIONS | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | PM | SENG | ENG2 | ENG1 | DES | SES | ES | CES | SCP | SDT | Total |
| **5.0 Data Collection and Analysis** | | **20** | **24** | **47** | **25** | **2** | **4** | | **15** | **2** | **139** |
| 5.1. Study Area Base Mapping | | | | | | | | | | | |
| 5.2. Topographic Survey | | 1 | | | | | | | 15 | 2 | 18 |
| 5.3. Existing Bridge Condition Inspection | | 4 | 16 | 30 | | | | | | | 50 |
| 5.4. Utilities | | 1 | 1 | 2 | 2 | | | | | | 6 |
| 5.5. Roadway Plans and Condition Ratings | | 1 | 2 | 2 | 2 | | | | | | 7 |
| 5.6. Transit Operations Review | | 2 | 1 | 2 | 1 | | | | | | 6 |
| 5.7. Traffic Data Inventory | | 3 | 1 | 2 | 4 | | | | | | 10 |
| 5.8. Crash and Safety Data | | 2 | | 2 | 6 | | | | | | 10 |
| 5.9. Existing Traffic Operations Models | | 2 | | 2 | 4 | | | | | | 8 |
| 5.10. Non-Motorized Facilities | | 1 | 2 | 1 | 2 | | | | | | 6 |
| 5.11. Freight Traffic and Intermodal Access | | 2 | 1 | 4 | 4 | | | | | | 11 |
| 5.12 Land Use and Zoning Data | | | | | | | | | | | |
| 5.13 Social, Economic, and Demographic Data | | | | | | | | | | | |
| 5.14 Environmental Data | | | | | | | | | | | |
| .1 Wetlands | | 1 | | | | 2 | 4 | | | | 7 |
| .2 Floodplains | | | | | | | | | | | |
| .3 Threatened and Endangered Species | | | | | | | | | | | |
| .4 Public Lands | | | | | | | | | | | |
| .5 Hazardous Materials Sites | | | | | | | | | | | |
| .6 Cultural Resources (HRG) | | | | | | | | | | | |
| | | | | | | | | | | | |
| **6.0 Statement of Purpose and Need** | | **16** | | | | | | | | | **16** |
| 6.1. Develop Statement of Purpose and Need | | | | | | | | | | | |
| 6.2. Document the Purpose and Need | | | | | | | | | | | |
| .1 Draft | | 12 | | | | | | | | | 12 |
| .2 Final | | 4 | | | | | | | | | 4 |
| | | | | | | | | | | | |
| **7.0 Evaluation and Screening Criteria** | | **28** | **26** | **20** | **20** | | | | | | **94** |
| 7.1. Basic Performance Criteria | | 10 | 20 | 20 | 20 | | | | | | 70 |
| 7.2. Evaluation Criteria and Screening Methodology Memo | | | | | | | | | | | |
| .1 Draft | | 12 | 4 | | | | | | | | 16 |
| .2 Final | | 6 | 2 | | | | | | | | 8 |
| | | | | | | | | | | | |
| **8.0 Identification of Initial Strategy Alts** | | **16** | **8** | **8** | **8** | | | | | | **40** |
| 8.0. Identification of Initial Strategy Alternatives | | 16 | 8 | 8 | 8 | | | | | | 40 |
| | | | | | | | | | | | |
| **9. Impact Evaluation, Screening, and Refine** | | **48** | **54** | **38** | **74** | | | | | | **214** |
| 9.1. Impact Assessment of Initial Alternatives | | | | | | | | | | | |
| 9.2. Level 1 Evaluation and Screening | | | | | | | | | | | |
| 9.3. Refinement of Alternatives | | 32 | 36 | 24 | 62 | | | | | | 154 |
| 9.4. Level 2 Evaluation and Screening | | 4 | 8 | 10 | 12 | | | | | | 34 |
| 9.5. Alt Strategies Development, Screening, and Eval Memo | | | | | | | | | | | |
| .1 Draft | | 8 | 8 | 4 | | | | | | | 20 |
| .2 Final | | 4 | 2 | | | | | | | | 6 |
| | | | | | | | | | | | |
| **10. PEL Study Documentation** | | **18** | **6** | **20** | **16** | | | | | | **60** |
| 10.1. Draft PEL Report | | 10 | 4 | 12 | 16 | | | | | | 42 |
| 10.2. Final PEL Report | | 8 | 2 | 8 | | | | | | | 18 |
| | | | | | | | | | | | |
| *Total Days* | *22.3* | *39.9* | *26.5* | *28.9* | *36.1* | *0.25* | *0.5* | *59* | *1.9* | *0.3* | *216* |
| **Total Hours** | **178** | **319** | **212** | **231** | **289** | **2** | **4** | **472** | **15** | **2** | **1,724.0** |

# Direct Expenses — PEL Study

**Project Name:** Bellevue Fort Crook Road PEL Study
**Project Number:** DPs-77(71)
**Consultant:** JEO Consulting Group
**Control Number:** 22937
**Date:** May 24, 2024

| Subconsultants: | | | Amount |
|---|---|---|---|
| Hg Consultants (Exh B1) | | | $204,235.86 |
| Historic Resources Group, Inc. (Exh A) | | | $5,113.70 |
| | | | |
| | | Subtotal | $209,349.56 |
| **Printing and Reproduction:** | **Qty** | **Unit Cost** | **Amount** |
| | | | |
| | | | |
| | | | |
| | | | |
| | | Subtotal | |
| **Mileage/Travel:** | **Qty** | **Unit Cost** | **Amount** |
| | | $0.625 | |
| | | | |
| | | | |
| | | | |
| | | Subtotal | |
| **Lodging/Meals:** | **Qty** | **Unit Cost** | **Amount** |
| Motel - Standard Rate $96+tax | | $113.00 | |
| Motel - Omaha/Douglas Co. $110+tax | | $126.00 | |
| Meals & Incidentals (70% GSA Standard Rate, full days) | | $41.30 | |
| Meals & Incidentals (70% GSA Standard Rate, 1st & last days) | | $30.98 | |
| Meals & Incidentals (70% GSA Rate, full days, Omaha/Douglas Co.) | | $44.80 | |
| Meals & Incidentals (70% GSA Rate, 1st & last days, Omaha/Douglas Co.) | | $33.60 | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | Subtotal | |
| **Other Miscellaneous Costs:** | **Qty** | **Unit Cost** | **Amount** |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | Subtotal | |
| **TOTAL DIRECT EXPENSES** | | | **$209,349.56** |

# Notes & Assumptions — PEL Study

**Project Name:** Bellevue Fort Crook Road PEL Study
**Project Number:** DPs-77(71)
**Consultant:** JEO Consulting Group
**Control Number:** 22937
**Date:** May 24, 2024

| Notes & Assumptions |
| --- |
| |

| Project Cost & Breakdown | PEL Study |
|---|---|

**Project Name:** Bellevue Fort Crook Road PEL Study
**Project Number:** DPs-77(71)
**Consultant:** JEO Consulting Group
**Control Number:** 22937
**Consultant PM:** Jay Fallick, 402-392-9912, jfallick@jeo.com
**NDOT PC:** Karen Majerus, 402-479-3600, karen.majerus@nebraska.gov
**Date:** May 24, 2024

| DIRECT LABOR COSTS | | | |
|---|---|---|---|
| **Classification** | **Hours** | **Rate** | **Amount** |
| Project Manager | 178 | $83.46 | $14,855.88 |
| Senior Engineer | 319 | $83.68 | $26,693.92 |
| Engineer II | 212 | $61.51 | $13,040.12 |
| Engineer I | 231 | $44.61 | $10,304.91 |
| Designer/Tech | 289 | $36.04 | $10,415.56 |
| Senior Environmental Scientist | 2 | $57.21 | $114.42 |
| Environmental Scientist | 4 | $36.90 | $147.60 |
| Community Engagement Specialist | 472 | $37.65 | $17,770.80 |
| Survey Crew Personnel | 15 | $36.13 | $541.95 |
| Survey Design Technician | 2 | $32.50 | $65.00 |
| | | | |
| | 1724 | **Subtotal** | **$93,950.16** |

| DIRECT EXPENSES | Amount |
|---|---|
| Subconsultants: | $209,349.56 |
| Printing And Reproduction: | |
| Mileage/Travel: | |
| Lodging/Meals: | |
| Other Miscellaneous Costs: | |
| | |
| **Subtotal** | **$209,349.56** |

| TOTAL PROJECT COSTS | | | Amount |
|---|---|---|---|
| Direct Labor Costs | | | $93,950.16 |
| Labor Cost Escalation Factor for Multi-year Projects (if allowed): | Y 2.0 years @ 5.0% / year = 2.50% | | $2,348.75 |
| Overhead @ 204.48% | | | $196,912.02 |
| Facility Capital Cost of Money (FCCM) @ 1.740% | (labor costs x FCCM%) | | $1,675.60 |
| Direct Expenses | | | $209,349.56 |
| Fee for Profit Rate @ 12.40% | | | $36,358.16 |
| | | **TOTAL COST** | **$540,594.25** |

## Staffing Plan (CPFF) — PEL Study

SUBCONSULTANT - SUBCONSULTANT - SUBCONSULTANT - SUBCONSULTANT - SUBCONSULTANT

**Project Name:** Bellevue Fort Crook Road PEL Study
**Project Number:** DPs-77(71)
**SubConsultant:**
**Control Number:** 22937
**Sub PM:** Stephen Wells, 816-218-2776 swells@hgcons.com
**LPA RC:** Dave Goedeken, 402-293-3030, david.goedeken@bellevue.net
**NDOT PC:** Karen Majerus, 402-479-3600, karen.majerus@nebraska.gov
**Date:** May 13, 2024

| # | Code | Classification | # | Code | Classification |
|---|---|---|---|---|---|
| 1 | PM | Project Manager | 6 | SES | Senior Environmental Scientist |
| 2 | SENG | Senior Engineer | 7 | ES | Environmental Scientist |
| 3 | ENG | Engineer | 8 | CES | Community Engagement Specialist |
| 4 | SDES | Sr. Designer/Technician | 9 | SCP | Survey Crew Personnel |
| 5 | DES | Designer/Tech | 10 | SDT | Survey Design Technician |

| Overhead Rate [1] |
|---|
| 146.78% |
| **Fee for Profit Rate [2]** |
| 12.40% |
| **FCCM (if applicable)** |
| % |

**BLENDED RATES TABLE**

*Template: T-WB-X1.2 RD Design Phase (rev 06-22-2021) CPFF*

| Employee Name | Job Title & Certifications [3] | Current Actual Salary Rate/Hr [4] | % Assigned |
|---|---|---|---|
| **Project Manager** | | | |
| Stephen Wells | Project Manager | $96.83 | 100% |
| | **Blended Rate:** | **$96.83** | |
| **Senior Engineer** | | | |
| Justin Davis | Senior Bridge Engineer | $74.52 | 50% |
| Nathan Hladky | Senior Roadway Engineer | $66.00 | 50% |
| | **Blended Rate:** | **$70.26** | |
| **Engineer** | | | |
| Andrya Haase | Roadway Engineer | $44.71 | 40% |
| Luis Hernandez-Sidas | Roadway Engineer | $52.88 | 60% |
| | **Blended Rate:** | **$49.61** | |
| **Senior Environmental Scientist** | | | |
| Kyle Kroner | Senior PEL Specialist | $74.52 | 60% |
| Chris Thomas | Senior Environmental Scientist | $67.99 | 20% |
| Justin Bailey | Senior Environmental Scientist | $68.00 | 20% |
| | **Blended Rate:** | **$71.91** | |
| **Environmental Scientist** | | | |
| Raegan Waetzig | Enviornmental Planner | $31.25 | 50% |
| Brett Pierson | Environmental Scientist | $33.13 | 50% |
| | **Blended Rate:** | **$32.19** | |

## SubConsultant Hours — PEL Study

SUBCONSULTANT - SUBCONSULTANT - SUBCONSULTANT - SUBCONSULTANT - SUBCONSULTANT

**Project Name:** Bellevue Fort Crook Road PEL Study
**Project Number:** DPs-77(71)
**SubConsultant:**
**Control Number:** 22937
**Sub PM:** Stephen Wells, 816-218-2776 swells@hgcons.com
**NDOT PC:** Karen Majerus, 402-479-3600, karen.majerus@nebraska.gov
**Date:** May 13, 2024

| TASKS | PERSONNEL CLASSIFICATIONS | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | PM | SENG | ENG | SDES | DES | SES | ES | CES | SCP | SDT | Total |
| **1.0 Project Management and Coordination** | **54** | **24** | | | | **36** | **24** | | | | **138** |
| 1.1. Project Schedule | 2 | | | | | | | | | | 2 |
| 1.2. Project Controls, Administration and Contract Admin | 12 | | | | | 12 | | | | | 24 |
| 1.3. Data Sharing Systems Management | | | | | | | | | | | |
| 1.4. Project Team Meetings | 40 | 24 | | | | 24 | 24 | | | | 112 |
| | | | | | | | | | | | |
| **2.0 Study Area Infrastructure Condition** | **16** | | **44** | | | **48** | **182** | | | | **290** |
| 2.1. Planning Context | | | | | | | 10 | | | | 10 |
| 2.2. Resource Agency Scoping and Coordination | 8 | | | | | 8 | | | | | 16 |
| 2.3. Transportation System Condition Assessment | | | 8 | | | | 8 | | | | 16 |
| 2.4. Environmental and Land Use Condition | | | | | | | 80 | | | | 80 |
| 2.5. Study Area Condition Assessment Report | | | | | | | | | | | |
| .1 Draft | 4 | | 24 | | | 24 | 60 | | | | 112 |
| .2 Final | 4 | | 12 | | | 16 | 24 | | | | 56 |
| | | | | | | | | | | | |
| **3.0 Outreach and Public Engagement** | **32** | **16** | | | | **40** | **16** | | | | **104** |
| 3.1. Project Launch | | | | | | | | | | | |
| 3.2. Community Survey | | | | | | | | | | | |
| 3.3. Social Media | | | | | | | | | | | |
| 3.4. Press Releases | | | | | | | | | | | |
| 3.5. Stakeholder Outreach | 8 | | | | | 8 | | | | | 16 |
| 3.6. Public Open House 1 | 8 | 8 | | | | 12 | 8 | | | | 36 |
| 3.7. Public Open House 2 | 8 | 8 | | | | 12 | 8 | | | | 36 |
| 3.8. Public Outreach Documentation | | | | | | | | | | | |
| .1 Draft Public Outreach Report | 4 | | | | | 4 | | | | | 8 |
| .2 Final Public Outreach Report | 4 | | | | | 4 | | | | | 8 |
| | | | | | | | | | | | |
| **4.0 Traffic and Transportation Modeling** | | | | | | | | | | | |
| 4.1. Data Gathering | | | | | | | | | | | |
| 4.2. Traffic Volume Data Collection | | | | | | | | | | | |
| 4.3. Develop Traffic Forecasts | | | | | | | | | | | |
| 4.4. Operational Analysis | | | | | | | | | | | |
| 4.5. Documentation | | | | | | | | | | | |
| | | | | | | | | | | | |

| TASKS | PERSONNEL CLASSIFICATIONS | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | PM | SENG | ENG | SDES | DES | SES | ES | CES | SCP | SDT | Total |
| **5.0 Data Collection and Analysis** | | | | | | **12** | **88** | | | | **100** |
| 5.1. Study Area Base Mapping | | | | | | | 24 | | | | 24 |
| 5.2. Topographic Survey | | | | | | | | | | | |
| 5.3. Existing Bridge Condition Inspection | | | | | | | | | | | |
| 5.4. Utilities | | | | | | | | | | | |
| 5.5. Roadway Plans and Condition Ratings | | | | | | | | | | | |
| 5.6. Transit Operations Review | | | | | | | | | | | |
| 5.7. Traffic Data Inventory | | | | | | | | | | | |
| 5.8. Crash and Safety Data | | | | | | | | | | | |
| 5.9. Existing Traffic Operations Models | | | | | | | | | | | |
| 5.10. Non-Motorized Facilities | | | | | | | | | | | |
| 5.11. Freight Traffic and Intermodal Access | | | | | | | | | | | |
| 5.12 Land Use and Zoning Data | | | | | | | 8 | | | | 8 |
| 5.13 Social, Economic, and Demographic Data | | | | | | 8 | 24 | | | | 32 |
| 5.14 Environmental Data | | | | | | | | | | | |
| .1 Wetlands | | | | | | | 4 | | | | 4 |
| .2 Floodplains | | | | | | | 4 | | | | 4 |
| .3 Threatened and Endangered Species | | | | | | | 4 | | | | 4 |
| .4 Public Lands | | | | | | | 8 | | | | 8 |
| .5 Hazardous Materials Sites | | | | | | 4 | 12 | | | | 16 |
| .6 Cultural Resources | | | | | | | | | | | |
| | | | | | | | | | | | |
| **6.0 Statement of Purpose and Need** | **14** | | | | | **28** | **52** | | | | **94** |
| 6.1. Develop Statement of Purpose and Need | 8 | | | | | 8 | 12 | | | | 28 |
| 6.2. Document the Purpose and Need | | | | | | | | | | | |
| .1 Draft | 4 | | | | | 16 | 32 | | | | 52 |
| .2 Final | 2 | | | | | 4 | 8 | | | | 14 |
| | | | | | | | | | | | |
| **7.0 Evaluation and Screening Criteria** | **12** | **8** | | | | **32** | **32** | | | | **84** |
| 7.1. Basic Performance Criteria | | | | | | | | | | | |
| 7.2. Evaluation Criteria and Screening Methodology Memo | | | | | | | | | | | |
| .1 Draft | 8 | 8 | | | | 24 | 24 | | | | 64 |
| .2 Final | 4 | | | | | 8 | 8 | | | | 20 |
| | | | | | | | | | | | |
| **8.0 Identification of Initial Strategy Alts** | **4** | **16** | | | | **16** | | | | | **36** |
| 8.0. Identification of Initial Strategy Alternatives | 4 | 16 | | | | 16 | | | | | 36 |
| | | | | | | | | | | | |
| **9. Impact Evaluation, Screening, and Refine** | **20** | **8** | | | | **72** | **100** | | | | **200** |
| 9.1. Impact Assessment of Initial Alternatives | 2 | | | | | 8 | 32 | | | | 42 |
| 9.2. Level 1 Evaluation and Screening | 4 | | | | | 32 | | | | | 36 |
| 9.3. Refinement of Alternatives | | | | | | | | | | | |
| 9.4. Level 2 Evaluation and Screening | 2 | | | | | 4 | 16 | | | | 22 |
| 9.5. Alt Strategies Development, Screening, and Eval Memo | | | | | | | | | | | |
| .1 Draft | 8 | 8 | | | | 24 | 40 | | | | 80 |
| .2 Final | 4 | | | | | 4 | 12 | | | | 20 |
| | | | | | | | | | | | |
| **10. PEL Study Documentation** | **24** | **28** | **28** | | | **56** | **88** | | | | **224** |
| 10.1. Draft PEL Report | 16 | 24 | 24 | | | 40 | 64 | | | | 168 |
| 10.2. Final PEL Report | 8 | 4 | 4 | | | 16 | 24 | | | | 56 |
| | | | | | | | | | | | |
| *Total Days* | *22* | *12.5* | *9* | | | *42.5* | *72.8* | | | | *159* |
| **Total Hours** | **176** | **100** | **72** | | | **340** | **582** | | | | **1,270.0** |

# Direct Expenses — PEL Study

SUBCONSULTANT - SUBCONSULTANT - SUBCONSULTANT - SUBCONSULTANT - SUBCONSULTANT

**Project Name:** Bellevue Fort Crook Road PEL Study
**Project Number:** DPs-77(71)
**SubConsultant:**
**Control Number:** 22937
**Date:** May 13, 2024

| Subconsultants: | | | Amount |
|---|---|---|---|
| Hg Consultants | | | |
| | | | |
| | | | |
| | | Subtotal | |

| Printing and Reproduction: | Qty | Unit Cost | Amount |
|---|---|---|---|
| Printing, 8.5x11 | 150 | $0.10 | $15.00 |
| Printing 11x17 | 50 | $0.25 | $12.50 |
| | | | |
| | | | |
| | | Subtotal | $27.50 |

| Mileage/Travel: | Qty | Unit Cost | Amount |
|---|---|---|---|
| 10 Roundtrips from Kansas City, MO to Bellevue, NE (350 Miles roundtrip) | 3500 | $0.670 | $2,345.00 |
| | | | |
| | | | |
| | | | |
| | | Subtotal | $2,345.00 |

| Lodging/Meals: | Qty | Unit Cost | Amount |
|---|---|---|---|
| Motel - Standard Rate $96+tax | | $113.00 | |
| Motel - Omaha/Douglas Co. $110+tax | | $126.00 | |
| Meals & Incidentals (70% GSA Standard Rate, full days) | | $41.30 | |
| Meals & Incidentals (70% GSA Standard Rate, 1st & last days) | | $30.98 | |
| Meals & Incidentals (70% GSA Rate, full days, Omaha/Douglas Co.) | | $44.80 | |
| Meals & Incidentals (70% GSA Rate, 1st & last days, Omaha/Douglas Co.) | | $33.60 | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | Subtotal | |

| Other Miscellaneous Costs: | Qty | Unit Cost | Amount |
|---|---|---|---|
| EDR hazardous Materials Report | 1 | $500.00 | $500.00 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | Subtotal | $500.00 |
| **TOTAL DIRECT EXPENSES** | | | **$2,872.50** |

# Notes & Assumptions

**PEL Study**

SUBCONSULTANT - SUBCONSULTANT - SUBCONSULTANT - SUBCONSULTANT - SUBCONSULTANT

**Project Name:** Bellevue Fort Crook Road PEL Study
**Project Number:** DPs-77(71)
**SubConsultant:**
**Control Number:** 22937
**Date:** May 13, 2024

## Notes & Assumptions

| Project Cost & Breakdown | PEL Study |
|---|---|

SUBCONSULTANT - SUBCONSULTANT - SUBCONSULTANT - SUBCONSULTANT - SUBCONSULTANT

**Project Name:** Bellevue Fort Crook Road PEL Study **Project Number:** DPs-77(71)

**SubConsultant:** **Control Number:** 22937

**Sub PM:** Stephen Wells, 816-218-2776 swells@hgcons.com

**NDOT PC:** Karen Majerus, 402-479-3600, karen.majerus@nebraska.gov

**Date:** May 13, 2024

| DIRECT LABOR COSTS | | | |
|---|---|---|---|
| **Classification** | **Hours** | **Rate** | **Amount** |
| Project Manager | 176 | $96.83 | $17,042.08 |
| Senior Engineer | 100 | $70.26 | $7,026.00 |
| Engineer | 72 | $49.61 | $3,571.92 |
| Sr. Designer/Technician | | | |
| Designer/Tech | | | |
| Senior Environmental Scientist | 340 | $71.91 | $24,449.40 |
| Environmental Scientist | 582 | $32.19 | $18,734.58 |
| Community Engagement Specialist | | | |
| Survey Crew Personnel | | | |
| Survey Design Technician | | | |
| | | | |
| | 1270 | **Subtotal** | **$70,823.98** |

| DIRECT EXPENSES | Amount |
|---|---|
| Subconsultants: | |
| Printing And Reproduction: | $27.50 |
| Mileage/Travel: | $2,345.00 |
| Lodging/Meals: | |
| Other Miscellaneous Costs: | $500.00 |
| | |
| **Subtotal** | **$2,872.50** |

| TOTAL PROJECT COSTS | | Amount |
|---|---|---|
| Direct Labor Costs | | $70,823.98 |
| Labor Cost Escalation Factor for Multi-year Projects (if allowed): | **Y 2.0 years @ 5.0% / year = 2.50%** | $1,770.60 |
| Overhead @ **146.78%** | | $106,554.32 |
| Facility Capital Cost of Money (FCCM) @ | (labor costs x FCCM%) | |
| Direct Expenses | | $2,872.50 |
| Fee for Profit Rate @ **12.40%** | | $22,214.46 |
| | **SUBCONSULTANT TOTAL COST** | **$204,235.86** |

## 1. PAYMENT METHOD

Payments under this Agreement will be made based on a Cost-Plus-Fixed-Fee for Profit (CPFF) payment method. Consultant will be paid for acceptable actual services performed in accordance with Section 4. ALLOWABLE COSTS, plus a fixed fee for profit in accordance with Section 6. FIXED FEE FOR PROFIT.

## 2. MAXIMUM AGREEMENT AMOUNTS

The following are the maximum payment amounts established under this Agreement for each category of cost. Consultant shall not be paid for any cost that exceeds these amounts without prior written approval from LPA, or State on LPA's behalf. The "indirect costs and direct expenses" category may be adjusted to exceed the amount listed below; however, any adjustment will not increase the total agreement amount.

| AMOUNT | CATEGORY |
|---|---|
| $ 96,298.91 | for actual direct labor costs |
| $407,937.18 | for indirect costs and direct expenses |
| $ 36,358.16 | for a fixed fee for profit |
| $540,594.25 | total agreement amo |

## 3. SUBCONSULTANT OVER-RUNS AND U

Over-run: Consultant shall require all sub been determined that a subconsultant's costs w ant must provide an acceptable justification fo A's behalf, prior written approval before incur by LPA, or State on LPA's behalf, a supplem t funds from Consultant to its subconsultant(s) or eases will be considered when additional scope

Pg 1-10
Not in document
Mary sent

Under-run: If the amount of any subconsu run), Consultant understands that the amount of the u l compensation to be paid to Consultant under this Agreement, unless LPA, or State on LPA's behalf, gives prior written approval and, if necessary, approval from Federal Highway Administration (FHWA). If Consultant wishes to shift the balance of subconsultant's fee to Consultant, justification must be provided to LPA and State. Shifting of funds may be approved by LPA, or State on LPA's behalf, with no increase to the fixed fee for profit unless additional scope of services is required by Consultant, and additional fee is necessary to complete the work under this Agreement.

## 4. ALLOWABLE COSTS

Allowable costs are direct labor costs, indirect costs, and direct non-labor costs as defined below which Consultant has incurred within 180 days before State has received Consultant's invoice. Costs that Consultant incurred to correct mistakes or errors attributable to Consultant's or Subconsultant's own actions are not allowable costs, even if those costs would not exceed the amounts listed in Section 2. MAXIMUM AGREEMENT AMOUNTS.

A. Direct Labor Costs are the costs Consultant pays its employees for the time they are working directly on the project and are calculated by multiplying the hourly rate of pay by the hours worked (in increments not less than one quarter hour).

1) Hourly Rates: For hourly employees, the hourly earnings rate shall be the employee's regular hourly pay rate during regular (40) hours of work per pay week. If

overtime hours are worked on this project, State will only pay for employee's regular hourly pay rate. State will not pay the premium pay portion of the overtime hours. For salaried employees, the hourly earnings rate shall be the employee's actual hourly rate as recorded in the Consultant's accounting books of record, multiplied by the hours worked.

The Staffing Plan must identify by name all employees of the Consultant who are reasonably expected to provide Services under this Agreement. Reference Staffing Plan Section of this Agreement regarding changes in personnel.

2) Time Reports: All hours charged to the project must be documented on time distribution records. The records must clearly indicate the daily number of hours each employee worked on any project or activities for the entire pay period. **Time reports must provide the employee's name and position, dates of service, and a clear, identifying link to the projects, such as project description, project number, control number, and pertinent work phase.** Consultant must establish an adequate system of internal controls to ensure that time charged to projects are accurate and have appropriate supervisory approval.

B. Indirect Costs (Overhead and FCCM) are the indirect labor costs, indirect non-labor costs, and direct labor additives that are allowable in accordance with Federal Acquisition Regulations 48 CFR 31 (*Contract Cost Principles and Procedures*). Indirect costs are to be allocated to the project as a percentage of direct labor costs. The Consultant will be allowed to charge the project using its actual allowable Indirect Cost Rates (ICR); or if the ICR is unknown or unavailable, Consultant will be allowed to use the most recent provisional ICR approved by State. Changes in the ICR that occur during the project period will not be cause for a change in the total agreement amount established in Section 2. MAXIMUM AGREEMENT AMOUNTS.

C. Direct Non-Labor Costs (Direct Expenses) are all necessary, properly documented, and allowable costs related to the Consultant completing the Services. All costs must be supported by detailed receipts or invoices, unless otherwise specified below. Direct non-labor costs include, but are not limited to, the following:

*Transportation, mileage, lodging, and meals, subject to limitations specified below; Communication costs; Reproduction and printing costs; Special equipment and materials required for the project and approved by LPA, or State on LPA's behalf ; Special insurance premiums if required solely for this Agreement; Subconsultant costs; Such other allowable items as approved by LPA, or State on LPA's behalf.*

1) A non-labor cost charged as a direct cost cannot be included in Consultant's overhead rate. If, for reasons of practicality, Consultant does treat a direct non-labor cost category in its entirety as an overhead cost, then such costs are not eligible to be additionally billed as a direct expense to this project.

2) Costs for subconsultants may not exceed the amounts shown on the attached Consultant's Fee Proposal for each subconsultant unless agreed upon in writing by the Consultant and LPA, or State on LPA's behalf. Consultant shall require subconsultant costs to have the same level of documentation as required of Consultant. Consultant must review subconsultants' invoices and progress reports to ensure they are accurate, include only allowable costs, and have proper documentation before sending to State.

3) The following direct non-labor costs (direct expenses) will be reimbursed at actual costs, not to exceed the rates as shown below.
   (a) TRANSPORTATION – Automobile rentals, air fares, and taxi/shuttle transportation will be reimbursed at the actual, reasonable cost and, if discounts are applicable, the Consultant shall give LPA and State the benefit of all discounts. Itemized receipts must be submitted with invoices. A bank card receipt that displays only the total cost of the transportation expense is not sufficient documentation. Tips must be included in the total fare amount claimed on the travel log form. Tips for complimentary transportation are considered an incidental expense and cannot be claimed as a transportation-related expense.
   (b) MILEAGE – The reimbursement for mileage associated with the use of company owned vehicles will be the prevailing standard rate as established by the Internal Revenue Service (IRS) through its Revenue Procedures. Reimbursement for mileage associated with the use of a privately-owned vehicle (POV), is limited to the lesser of:
      (i) The mileage rate that the Consultant reimbursed to the person who submitted the claim for POV use; or
      (ii) The prevailing standard rate as established by the IRS.

      NOTE: When Consultant is seeking only reimbursement for mileage, Consultant must itemize travel on State's Travel Log, itemize on invoice, or include a separate mileage log which includes the following information: employee name, vehicle identification, date of travel and miles driven, reimbursement rate and total expenses. The total expenses are to be shown on the invoice as a direct expense. State's Travel log form is available on the State's website at http://dot.nebraska.gov/business-center/consultant/.
   (c) LODGING – The reimbursement for lodging rates will be limited to the prevailing standard rate as indicated on the U.S. General Services Administration's (GSA) website at http://www.gsa.gov/portal/category/100120. Consultant shall give LPA and State the benefit of all lodging discounts. Lodging receipts must be submitted with invoices.

4) Meal and incidental (M&I) expenses will be reimbursed on a per diem basis, not to exceed the rates as shown below. The incidental expenses portion of the per diem rate includes, but is not limited to, courtesy transportation related tips, such as hotel, park and ride, or airport shuttles; and fees and tips to porters, hotel employees, baggage carriers, and flight attendants. No receipts are required for M&I expenses.
   (a) The State per diem rate for the destination of travel is 70% of the applicable Federal GSA per diem rate. The State per diem breakdown amounts for breakfast, lunch, dinner, and incidental expenses are 70% of the Federal GSA per diem breakdown amounts.
   (b) The State per diem rate shall be reduced by the State meal breakdown amount(s) for any meal provided by others. Examples include:

(i) Meals included in a conference or event fee

(ii) Meals provided by lodging facility

(iii) Meals purchased by 3rd Party

(iv) Meals charged directly to and paid for by the State

(c) MULTI-DAY TRAVEL – Travel that includes at least one overnight stay.

(i) M&I reimbursement on the first and last day of travel will be reduced to 75% of the State per diem rate.

(ii) Except for a meal provided by others (see paragraph 4)(b) above), all meals may be claimed on the first and last day of travel irrespective of the start and stop times for those days.

(d) SAME DAY TRAVEL – Travel that does not include an overnight stay.

(i) Employee shall not claim reimbursement for a meal that was purchased within 20 miles of the city or town of the employee's residence or primary work location.

(ii) M&I reimbursement for same day travel will be reduced to 75% of the State per diem breakdown amounts.

(iii) The following criteria must be met for Consultant and its employees to be eligible for the M&I reimbursement on same day travel.

(1) Breakfast - Employee leaves for same day travel at or before 6:30 a.m. or 1-1/2 hours before the employee's shift begins, whichever is earlier, the breakfast rate may be claimed.

(2) Lunch – No reimbursement is allowed.

(3) Dinner/Supper – Employee returns from same day travel or work location at or after 7:00 p.m., or 2 hours after the employee's shift ends, whichever is later, the evening meal rate may be claimed.

(4) Incidental Expenses – No reimbursement is allowed unless the employee is also approved for breakfast or dinner meal expenses.

(5) The time limitations set forth above do not include the time taken for the meal.

(iv) EXCEPTION to same-day travel meal reimbursement for Construction Engineering (CE) Services Agreements – For CE Services Agreements, Consultant will not be eligible for reimbursement for meals related to same-day travel.

5) EXTENDED STAY/LONG TERM TRAVEL

No extended stay arrangements, such as apartments or weekly/monthly meal reimbursement rates, have been approved.

**5. INELIGIBLE COSTS**

State will not pay for costs incurred prior to the Notice to Proceed date or after the completion deadline date set out in the NOTICE TO PROCEED AND COMPLETION SCHEDULE Section of this Agreement, unless approved in writing by LPA, or State on LPA's behalf. **Per Section 4. ALLOWABLE COSTS, State will not pay for costs incurred, but not submitted to State within 180 days of the date incurred. Travel costs are deemed to have been incurred on the day the travel occurs. Subconsultant costs are deemed to have been incurred on the day the Subconsultant actually incurs the cost, not the day the subconsultant invoices the cost to the Consultant.**

## 6. FIXED FEE FOR PROFIT

A. The fixed fee for profit amount payable to Consultant is identified in Section 2. MAXIMUM AGREEMENT AMOUNTS. For each invoicing period, the Consultant may invoice State a portion of the fixed fee for profit equal to the sum of the actual direct labor costs and overhead (Indirect Costs, excluding FCCM if applicable) for the period, multiplied by the profit rate of 12.40%. Upon completion of the services outlined in this Agreement, the Consultant may invoice State any remaining fixed fee for profit not previously invoiced. If all of the services under this Agreement are not completed for any reason, LPA, or State on LPA's behalf may decrease the amount of fixed fee for profit based on LPA's and State's determination of the actual percentage of services completed.

B. Subconsultants fixed fee for profit (if applicable): Consultant must apply the above provisions regarding fixed fee for profit to all Subconsultant contracts that utilize the cost-plus-fixed-fee (CPFF) payment method. If all of the services allocated to Subconsultant(s) under this agreement are not completed for any reason, the fixed fee for profit paid to Subconsultant(s) must be reduced based on the LPA's and State's determination, or Consultant's determination with LPA's and State's concurrence, of the actual percentage of services completed by the Subconsultant.

## 7. INVOICES AND PROGRESS REPORTS

A. Consultant shall promptly submit invoices to State based on Consultant's billing period but shall not submit more than one invoice per month. Invoices must include all allowable costs, and when applicable, the associated Fee for Profit, for services provided during the billing period. Invoices may also include a request for services provided or costs incurred during a prior billing period, including subconsultant costs, with an explanation for why those costs were not previously included in an invoice, so long as those costs were incurred no more than 180 days prior to State's receipt of the invoice. Accordingly, State retains the sole discretion to not pay for costs incurred that have not been invoiced as provided above.

B. In the event Consultant has incurred otherwise allowable costs, and such costs would exceed the maximum direct labor costs or total agreement amount listed in Section 2. MAXIMUM AGREEMENT AMOUNTS, Consultant shall list such costs on the invoice, but they must be subtracted from the total invoice amount submitted to State for payment.

C. Content of Invoice Package (Presented in this order)

1) Consultant's Invoice:

(a) The first page of an invoice must identify the company's name and address, invoice number, invoice date, invoicing period (beginning and ending dates of services), and agreement or task order number.

(b) The invoice and, when applicable, accompanying supporting documentation must identify each employee by name and classification, the hours worked, and the actual labor cost for each employee.

(c) Direct non-labor expenses:

(i) Direct non-labor expenses, other than travel-related expenses, must be itemized and provide a complete description of each item billed along with supporting receipts or invoices.

(ii) Travel-related expenses must be summarized and submitted on NDOT Form 163 (see paragraph 7.C.4) below). Supporting receipts (excluding meal receipts) must be submitted with NDOT Form 163 when invoicing for these expenses.

(iii) All supporting receipts must be kept as required in Section 18. CONSULTANT COST RECORD RETENTION.

(d) Time Records, as outlined in paragraph 4.A.2).

(e) Subconsultant Services: Consultant shall require subconsultants to provide the same supporting documentation, invoices, and receipts as Consultant is required to submit and retain.

2) Progress Report: A Progress Report must accompany the invoice package documenting Consultant's work during the service period. If an invoice is not submitted monthly, then a Progress Report must be submitted at least quarterly via email to LPA and State's Project Coordinator. All Progress Reports must include, but are not limited to, the following:

(a) A description of the Services completed for the service period to substantiate the invoiced amount.

(b) A description of the Services anticipated for the next service period

(c) A list of information Consultant needs from LPA, or State on LPA's behalf

(d) Percent of Services completed to date

NOTE: LPA or State's Project Coordinator may request more specific information or detail be included in Progress Reports.

3) Cost Breakdown Form: Each invoice package must include a current and completed "Cost Breakdown Form" (NDOT Form 162). This form is available on the State's website at http://dot.nebraska.gov/business-center/consultant/. Utilizing the Cost Breakdown Form helps reduce errors in calculating previously billed amounts and limitations on eligible costs billed.

4) Travel Log: If an invoice contains any travel-related expenses, then a current and completed "Invoice Travel Log" (NDOT Form 163) must be included with the invoice package. This form is available on the State's website at http://dot.nebraska.gov/business-center/consultant/. Upon pre-approval by State, Consultant may use a substitute Invoice Travel Log provided it documents substantially the same information as the current NDOT Form 163. The Travel Log must document the employee's name, vehicle identification (if applicable), date/time of departure to the project, date/time of return to the headquarters town, locations traveled, and expenses for transportation, meals, and lodging.

5) Mileage Log (when applicable): When Consultant is seeking reimbursement for mileage only, Consultant must itemize travel on State's Travel Log, itemize on invoice, or include a separate mileage log which includes the following: employee name, vehicle identification, date of travel and miles driven, reimbursement rate and total expenses. The total expenses are to be shown on the invoice as a direct expense.

D. All invoice packages (invoice, progress report, required NDOT Forms, supporting material) must be submitted electronically through State's OnBase Invoice Workflow System for review, approval, and payment. The user guide for the OnBase Invoice Workflow system, along with training videos can be found at http://dot.nebraska.gov/business-center/consultant/onbase-help/.

E. Notice of Public Record: Documents submitted to State and LPA, including invoices, supporting documentation, and other information are subject to disclosure by State and LPA pursuant to the Nebraska Public Records Act found at Neb. Rev. Stat. § 84-712 et.seq. ACCORDINGLY, CONSULTANT SHALL REDACT OR NOT SUBMIT TO STATE AND LPA INFORMATION THAT IS CONFIDENTIAL, INCLUDING, BUT NOT LIMITED TO, FINANCIAL INFORMATION SUCH AS SOCIAL SECURITY NUMBERS, TAX ID NUMBERS, OR BANK ACCOUNT NUMBERS. Consultant understands that State and LPA do not have sufficient resources to review and redact confidential information submitted by Consultant. If such confidential information is submitted, Consultant shall have no right of action of any kind against State or LPA for the disclosure of such information.

**8. PAYMENTS**

State, on LPA's behalf, will pay Consultant after receipt of Consultant's invoice and determination by LPA, or State on LPA's behalf, that the invoice and progress report adequately substantiate the Services provided, and the Services were completed in accordance with this Agreement. Payments will not be made if the progress report does not provide adequate substantiation for the Services, or LPA or State determines that the Services have not been properly completed. State, on LPA's behalf, will make a reasonable effort to pay Consultant within 30 days of receipt of Consultant's invoices.

**9. PROMPT PAYMENT CLAUSE**

Consultant shall include a "Prompt Payment Clause" as a part of every subcontract for work, including all lower tier subcontracts. The "Prompt Payment Clause" will require progress payments to all subconsultants for all work completed, within twenty (20) calendar days after receipt of progress payments from the State for said work. If Consultant fails to carry out the requirements of the "Prompt Payment Clause" without just cause, it will be considered a material breach of this Agreement. In such situation, State may withhold any payment due to Consultant until all delinquent payments have been made (no interest will be paid for the period that payment was withheld), terminate this Agreement, or any other such remedy as State deems appropriate. Consultant may withhold payment to a subcontractor only for just cause and must notify the State in writing of its intent to withhold payment before actually withholding payment. Consultant shall not withhold, delay, or postpone payment without first receiving written approval from the State.

**10. SUSPENSION OF PAYMENTS**

When work is suspended on this project, payments shall be suspended until the work resumes or this Agreement is terminated. Consultant shall not be compensated for any work completed or costs incurred on the project after the date of suspension. When work is suspended for convenience, Consultant shall be compensated for work completed, or costs incurred prior to the date of suspension. When work is suspended for cause, payments shall be withheld until

all remedial action is completed by Consultant to the satisfaction of State, at Consultant's sole cost.

**11. ANNUAL OVERHEAD ADJUSTMENT (TRUE-UP) INVOICES**

A. After State receives Consultant's latest Indirect Cost Rate (ICR) submittal and State establishes an approved ICR for Consultant, it is State's preference that Consultant submit a separate Overhead Adjustment Invoice that reconciles the indirect costs billed during the past fiscal year covered by the latest ICR submittal. If reconciling the indirect costs requires the Consultant to reimburse State for overpayment of indirect costs, Consultant may request reimbursement of additional allowable costs that have not been already reimbursed, provided that the costs were documented and subtracted out on previous invoices. In no circumstance may Consultant request reimbursement of any costs incurred that are not in accordance with Section 4. ALLOWABLE COSTS.

B. When uploading this invoice to OnBase, append "(OH ADJ)" to the invoice number when populating the invoice number keyword in OnBase. More information regarding Overhead Adjustment Invoices is available on the State's website at http://dot.nebraska.gov/business-center/consultant/.

C. Consultant shall require Subconsultant(s) to submit Overhead Adjustment Invoices to Consultant consistent with this Section. Consultant must include such subconsultant overhead adjustment invoices when Consultant submits their own invoices to State.

**12. FINAL INVOICE, FINAL OVERHEAD (TRUE-UP) INVOICE, AND PAYMENT**

A. Upon completion of the Services under this Agreement, Consultant shall submit their final invoice to include all labor, expenses, and, if applicable, may include the balance of Fee for Profit.

B. Consultant, and, if applicable, its subconsultant(s), shall review the indirect costs billed to-date to determine if the indirect cost rates (overhead and FCCM) used on prior invoices match the actual indirect cost rates applicable to the time period that the labor was incurred. If cost adjustments are necessary, they should be reflected on an Overhead Adjustment Invoice **(separate from final costs incurred invoice).** Refer to Section 11. OVERHEAD ADJUSTMENT INVOICE. If a particular year's actual overhead has not yet been computed or approved by State, the most recently approved yearly rate should be applied. Consultant shall submit any final Overhead Adjustment Invoice within 180 days of completion of the work under this Agreement, and if such invoice is not timely submitted, State may audit and close the Agreement without accepting any further invoices from Consultant. More information regarding Overhead Adjustment Invoices is available on the State's website at http://dot.nebraska.gov/business-center/consultant/.

C. After receipt of final invoice and Overhead Adjustment Invoice and determination by LPA, or State on LPA's behalf, that the final invoice and Progress Report adequately substantiate the Services provided and that the Services were completed in accordance with this Agreement, State, on LPA's behalf, will pay Consultant. Acceptance of the final payment by Consultant will constitute and operate as a release to LPA and State for all claims and liability to Consultant, its representatives, and assigns, for any and all things done, furnished, or relating to the Services rendered by or in connection with this Agreement or any part thereof.

## 13. AGREEMENT CLOSE-OUT

Upon submitting its final invoice and, if required, a final Overhead Adjustment invoice, the Consultant must complete and submit to LPA, or State on LPA's behalf, a Notification of Completion Form (NDOT Form 39). The form is generated and submitted electronically through State's OnBase Invoice Workflow System. Instructions for generating and submitting the NDOT Form 39 are available on the State's website at http://dot.nebraska.gov/business-center/consultant/. Consultant shall submit NDOT 39 Form within 180 days of completion of the work under this Agreement, and if such Form is not timely submitted, State may audit and close the Agreement without accepting any further invoices from Consultant.

## 14. FEDERAL COST PRINCIPLES

LPA will not make payments directly to Consultant for services performed under this agreement. Instead, the State will serve as a paying agent for LPA and will pay Consultant directly for properly submitted and approved invoices using both LPA and Federal funds based on the applicable project federal cost participation percentage. The following process shall apply whenever the LPA, the State or the FHWA determines that certain costs, previously paid to Consultant, should not have been paid with federal funds by the State to Consultant. Consultant shall immediately repay the State the federal share of the previously paid amount and may invoice LPA for the costs repaid to the State. LPA shall promptly pay the full amount of the invoice from its own funds unless LPA, in good faith, disputes whether the Consultant is entitled to the payment under the agreement or the amount of the invoice. In the event of a dispute between LPA and Consultant, the dispute resolution process, outlined Section 4.4.3.5 DISPUTE RESOLUTION of the LPA Manual, shall be used by the parties. For performance of Services as specified in this Agreement, State will pay Consultant subject to the terms of this Agreement and all requirements and limitations of the federal cost principles contained in the Federal Acquisition Regulations 48 CFR 31 (*Contract Cost Principles and Procedures*).

## 15. OUT-OF-SCOPE SERVICES AND CONSULTANT WORK ORDERS

A. LPA, or State on LPA's behalf, may request that Consultant provide services that, in the opinion of Consultant, are in addition to or different from those set out in the Scope of Services. When LPA, or State on LPA's behalf, decides that these out-of-scope services may require an adjustment in costs, Consultant shall provide in writing:
   1) A description of the out-of-scope services,
   2) An explanation of why Consultant believes that the out-of-scope services are not within the original Scope of Services and additional work effort is required,
   3) An estimate of the cost to complete the out-of-scope services. Consultant must receive written approval from LPA, or State on LPA's behalf, before proceeding with the out-of-scope services. Before written approval will be given by LPA, or State on LPA's behalf, LPA or State must determine that the situation meets the following criteria:
      (a) The out-of-scope services are not within the original Scope of Services and additional work effort is required; and
      (b) The out-of-scope services are within the basic scope of services under which Consultant was selected and Agreement entered; and
      (c) It is in the best interest of LPA that the out-of-scope services be performed under this Agreement.

B. Once the need for a modification to the Agreement has been established, the State, on LPA's behalf, will prepare a supplemental agreement. If the additional work requires the Consultant to incur costs prior to execution of a supplemental agreement, the State, on LPA's behalf, may issue a written notice to proceed prior to completing the supplemental agreement (for non-Federal aid projects) or shall use the process set out below (for Federal aid PE projects):

1) The Consultant Work Order (CWO) – NDOT Form 250 shall be used to describe and provide necessary justification for the additional scope of services, effort, the deliverables, modification of schedule, and to document the cost of additional services. The CWO form is available on the State's website at http://dot.nebraska.gov/business-center/consultant/. The CWO must be executed to provide authorization for the additional work and to specify when that work may begin. The agreement will be supplemented after one or more CWOs have been authorized and approved for funding.

**16. TERMINATION COST ADJUSTMENT**

If the Agreement is terminated prior to project completion, State and LPA will compare the percentage of work actually completed by Consultant to the total amount of work contemplated by this Agreement. This comparison will result in a payment by the State, on LPA's behalf, for any underpayment, no adjustment, or a billing to Consultant for overpayment. The State's final audit may result in an additional cost adjustment.

**17. AUDIT AND FINAL COST ADJUSTMENT**

Upon LPA's and State's determination that Consultant has completed Services under this Agreement, State, or its authorized representative, may complete an audit review of the payments made under this Agreement. The Parties understand that the audit may require an adjustment of the payments made under this Agreement. Consultant agrees to reimburse State for any overpayments identified in the audit review, and State agrees to pay Consultant for any identified underpayments.

**18. CONSULTANT COST RECORD RETENTION**

Consultant, and all its subconsultants or subcontractors, shall maintain originals or copies of any document required to be completed in this Agreement, that substantiate any expense incurred, or changes any legal obligations for three (3) years from the date of final cost settlement by FHWA and project closeout by the State.

Documents include, but are not limited to: written approvals; time reports; detailed receipts; invoices; transportation costs; mileage; lodging costs; all NDOT forms including NDOT cost breakdown form and NDOT travel form; books; papers; electronic mail; letters; accounting records; supplemental agreements; work change orders; or other evidence pertaining to any cost incurred.

Such materials will be available for inspection by the LPA, State, FHWA, or any authorized representative of the federal government, and copies of any document(s) will be furnished when requested.

**A. Consultant agrees to:**

(1) Make a detailed review of its existing insurance coverage,

(2) Compare that coverage to the expected scope of the work under this Agreement,

(3) Obtain the insurance coverage that it deems necessary to fully protect Consultant from loss associated with the work. Also, Consultant shall have at a minimum the insurance described below:

**B. General Liability –**

(1) Limits of at least:

a. $ 1,000,000 Per Occurrence

b. $ 2,000,000 General Aggregate

c. $ 2,000,000 Completed Operations Aggregate (if applicable)

d. $ 1,000,000 Personal/Advertising Injury

(2) Consultant shall be responsible for the payment of any deductibles.

(3) Coverage shall be provided by a standard form Commercial General Liability Policy covering bodily injury, property damage including loss of use, and personal injury.

(4) General Aggregate to apply on a Per Project Basis.

(5) LPA and the State of Nebraska, Department of Transportation ("State") shall be named as Additional Insureds on a primary and non-contributory basis.

(6) Consultant agrees to waive its rights of recovery against LPA and State. Waiver of subrogation in favor of LPA and State shall be added to, or included in, the policy.

(7) Contractual liability coverage must be on a broad form basis and not be amended by any limiting endorsements.

(8) If work is being done near a railroad track, the 50' railroad right of way exclusion must be deleted.

(9) In the event that this contract provides for consultant to construct, reconstruct or produce a completed structure, building, or facility, products and completed operations coverage in the amount provided above shall be maintained for the duration of the work, and shall be further maintained for a minimum period of five (5) years after final acceptance and payment.

(10) Policy shall not contain a total or absolute pollution exclusion. Coverage shall be provided for pollution exposures arising from products and completed operations (as per standard CG0001 Pollution Exclusion or equivalent). (If the standard pollution exclusion as provided by CG0001 has been amended, please refer to the following section entitled "Pollution Coverage.")

**C. Pollution Coverage –**

(1) In the event that the standard pollution exclusion as provided by CG0001 has been amended, coverage may be substituted with a separate Pollution Liability policy or a Professional Liability policy that includes pollution coverage in the amount of $1,000,000 per occurrence or claim, and $1,000,000 aggregate.

(2) If coverage is provided by a "claims made" form, coverage will be maintained for three years after project completion. Any applicable deductible is the responsibility of Consultant.

**D. Automobile Liability –**

(1) Limits of at least:

a. $ 1,000,000 CSL Per Accident

(2) Coverage shall apply to all Owned, Hired, and Non-Owned Autos.

(3) Consultant agrees to waive its rights of recovery against LPA and State. Waiver of Subrogation in favor of LPA and State, shall be added to the policy.

**E. Workers' Compensation –**

(1) Limits: Statutory coverage for the state where the project is located.

(2) Employer's Liability limits:

a. $100,000 Each Accident

b. $100,000 Disease – Per Person

c. $500,000 Disease – Policy Limit

(3) Consultant agrees to waive its rights of recovery against LPA and State. Waiver of subrogation in favor of LPA and State shall be added to, or included in, the policy

**F. Professional Liability –**

(1) Limits of at least:

a. $ 1,000,000 Per Claim

b. $ 1,000,000 Annual Aggregate

(2) Coverage shall be provided for three years after work/project completion.

**G. Electronic Data and Valuable Papers –**

(1) Limits of at least:

a. $100,000 Electronic Data Processing Data and Media

b. $25,000 Valuable Papers

**H. Umbrella/Excess –**

(1) Limits of at least:

a. $ 1,000,000 Per Occurrence

b. $ 1,000,000 Annual Aggregate

(2) Policy shall provide liability coverage in excess of the specified Employers Liability, Commercial General Liability and Auto Liability.

(3) LPA and State shall be "Additional Insureds".

(4) Consultant agrees to waive its rights of recovery against LPA and State. Waiver of subrogation in favor of LPA and State shall be added to, or included in, the policy.

**I. Additional Requirements –**

(1) If any of the work is sublet, equivalent insurance shall be provided by or on behalf of the subconsultant or subconsultants (at any tier).

(2) Any insurance policy shall be written by a reputable insurance company acceptable to State or with a current Best's Insurance Guide Rating of A – and Class VII or better and authorized to do business in Nebraska.

(3) Prior to consultant beginning work on a project under this agreement, Consultant shall provide LPA and State evidence of such insurance coverage in effect in the form of an ACORD (or equivalent) certificate of insurance executed by a licensed representative of the participating insurer(s). Certificates of insurance must show the LPA and State as the certificate holders.

(4) For so long as insurance coverage is required under this agreement, Consultant shall notify LPA and State when Consultant knows, or has reason to believe, that any insurance coverage required under this agreement will lapse or may be canceled or

terminated. Consultant shall forward any pertinent notice of cancelation or termination to State at the address listed below by mail (return receipt requested), hand-delivery or facsimile transmission within two (2) business days of receipt by Consultant of any such notice from an insurance carrier.

Copies of notices received by Consultant shall be sent to LPA, in care of LPA's Responsible Charge, and to State at the following address:

Nebraska Department of Transportation
Consultant Services– Insurance
1500 Nebraska Parkway, P. O. Box 94759
Lincoln, NE 68509-4759
NDOT.ConsultantInsurance@nebraska.gov

(5) Failure of the owner or any other party to review, approve, and/or reject a certificate of insurance in whole or in part does not waive the requirements of this Agreement.

(6) The Limits of Coverage's set forth in this document are minimum limits of coverage. The limits of coverage shall not be construed to be a limitation of the liability on the part of Consultant or any of its subconsultants/tier subconsultants. The carrying of insurance described shall in no way be interpreted as relieving Consultant, subconsultant, or tier subconsultant of any responsibility of liability under the Agreement.

(7) If there is a discrepancy of coverage between this document and any other insurance specification for this project, the greater limit or coverage requirement will prevail.

This Exhibit contains multiple clauses required by Title 2 of the Code of Federal Regulations, Part 200 (2 C.F.R. Part 200) for services or goods contracts that include any federal-aid direct or pass-through funding. Contractors should review each provision to determine if a dollar amount threshold is met or if a particular section is applicable to this Agreement. The Parties to this Agreement intend that each of the below clauses be read to not conflict with the provisions of the Agreement to which this Exhibit is attached, even if that means Contractor must meet two similar sets of agreement requirements. However, in the event of direct conflict between the language of a provision set out below and the other language of this Agreement, the language of this Exhibit will prevail.

Contractor shall keep appropriate documentation to evidence compliance with these provisions in Contractor's files for at least three years from the completion of final cost settlement by FHWA and project closeout by State.

The use of the word "Contractor" is intended herein to apply to both those providing services and those providing goods or materials. If this Exhibit is attached to an agreement for a Local Federal-aid project, all references to "State" mean Local Public Agency (LPA), State, or State of behalf of the LPA, unless the context otherwise requires. Likewise, if this Exhibit is attached to a Planning Agreement for a Metropolitan Planning Organization (MPO), all references to "State" means the MPO, unless the context otherwise requires.

**I. Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms**

If the Contractor has been approved to subcontract any part of the work, Contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms as defined under federal law are used when possible, including the following affirmative steps. These requirements do not impose an obligation on Contractor to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation on the Contractor to carry out and document the six affirmative steps identified below. These requirements do not preclude the Contractor from undertaking additional steps to involve small and minority businesses and women's business enterprises.

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises. This does not authorize breaking down a single project into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting");

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) If lower-tier subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this subparagraph.

**II. Domestic Preference**

In the performance of this Agreement, Contractor shall, as appropriate and to the greatest extent practicable, purchase, acquire, and/or use goods, products, and materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts.

For purposes of this section: "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer- based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**III. Recovered Materials**

***[This section is applicable for any Agreement where the purchase price of an item exceeds $10,000 or where the value of the quantity acquired during the preceding fiscal year exceeded $10,000]***

Pursuant to 2 C.F.R. § 200.323, the Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, procuring solid waste management services in a manner that maximizes energy and resource

recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

## IV. Contract Violations

***[This section is applicable only if the Agreement exceeds the State Simplified Acquisition Threshold, which is $49,999]***

Unless there is no provision in the Agreement for contract violations, if Contractor breaches the Agreement or anticipates breaching the Agreement, the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, a proposed cure, and may include a request for a waiver of the breach if so desired. The State may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the Agreement. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

State may terminate the Agreement, in whole or in part, if the Contractor breaches its duty to perform its obligations under the Agreement a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time.

In case of breach by the Contractor, the State may, without unreasonable delay, make a good faith effort to make a reasonable purchase or contract to purchase goods in substitution of those due from the Contractor. The State may recover from the Contractor as damages the difference between the costs of covering the breach. Notwithstanding any clause to the contrary, the State may also recover the contract price together with any incidental or consequential damages defined in U.C.C. Section 2-715, but less expenses saved in consequence of Contractor's breach, or, in case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

## V. Termination for Cause or Convenience

In the event that there is no termination for cause or convenience provision in the Agreement, the Agreement may be terminated as follows:

(1) The State and the Contractor, by mutual written agreement, may terminate the Agreement at any time.

(2) The State, at its sole discretion, may terminate the Agreement for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the Agreement. In the event of termination, the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.

(3) The State may terminate the Agreement immediately for the following reasons:

a. if directed to do so by statute;

b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;

c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;

d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the Agreement by its Contractor, its employees, officers, directors, or shareholders;

e. an involuntary proceeding has been commenced by any party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;

f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;

g. Contractor intentionally discloses confidential information;

h. Contractor has or announces it will discontinue support of the deliverable; and,

i. In the event funding priorities have changed.

## VI. Davis-Bacon Act

***[This section is applicable only for Agreements in excess of $2,000]***

For any contract that involves the work of laborers and mechanics, as defined in 29 C.F.R. § 5.2, the Contractor must pay wages at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor must pay wages not less than once a week. The Contractor must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must

be conditioned upon the acceptance of the wage determination. The Contractor must report all suspected or reported violations to the Federal awarding agency. The Contractor and its subcontractors are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. All suspected or reported violations must be reported to the Federal awarding agency.

### VII. Contract Work Hours and Safety Standards Act

***[This section is applicable only for Agreements in excess of $100,000 and involving mechanics or laborers]***

For any contract that involves the work of laborers and mechanics, as defined in 29 C.F.R. § 5.2, the Contractor must compute wages on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. No laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

### VIII. Rights to Inventions

The following clause applies to each Agreement involving experimental, developmental, or research work, and is governed by 37 C.F.R. Part 401. If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the Agreement to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Parties agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until the applicable Federal Agency is ultimately notified.

Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Parties agree to take the necessary actions to provide, through the applicable Federal Agency, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by the applicable Federal Agency.

**IX. Clean Air Act.**

***[This section is applicable only for Agreements in excess of $150,000]***

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act 42 U.S.C. 7401 et seq. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the State, and Contractor understands and agrees that the State will, in turn, report each violation as required to assure notification to the applicable Federal Agency and the appropriate EPA Regional Office.

**X. Debarment, Suspension or Exclusion**

In the event that there is no debarment, suspension or exclusion provision in the Agreement, Contractor certifies that it, and any of its subcontractors, are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. The State reserves the right to terminate this Agreement if a Contractor or its subcontractor is being considered for, presently being, or becoming debarred, suspended, ineligible or excluded from contracting with any state or federal entity.

**XI. Anti-Lobbying**

***[This section is applicable only for Agreements in excess of $100,000]***

Contractor certifies, to the best of its belief, that it did not utilize the services of lobbyists, attorneys, political activists, or consultants to influence or subvert the bidding process. The Contractor certifies that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as

amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)] Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

**XII. Equal Opportunity Employment**

The Contractor hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this Agreement, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about,

discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with

respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Agreement. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

## DISCLAIMER APPLICABLE TO

## THE SIGNING OF THE PRELIMINARY ENGINEERING SERVICES AGREEMENT

The following is a resolution drafted by the Nebraska Department of Transportation (NDOT) that may be used by a Local Public Agency (LPA) when executing an Engineering Services Agreement for a Federal-aid transportation project. It is offered ONLY as an example resolution that could be used by the LPA with appropriate modifications, for participation in the LPA Federal-aid program, and is subject to change. The LPA is responsible for the language in its actual resolution. Any changes to any substantive commitments of this sample resolution shall be approved in advance in writing by NDOT, or such changes will be considered null and void. The LPA is ultimately responsible for all language used in its actual resolution and in making sure that the resolution is accurate and complete and meets all requirements of Federal, State and local laws, rules, regulations, policies and guidelines, and the NDOT LPA Guidelines Manual for Federal-aid Projects.

## RESOLUTION

## SIGNING OF PRELIMINARY ENGINEERING AGREEMENT – BK2447

City of Bellevue

Resolution No. 2024-20

**Whereas:** City of Bellevue is developing a transportation project for which it intends to obtain Federal funds; and

**Whereas:** City of Bellevue as a sub-recipient of Federal-Aid funding is charged with the responsibility of expending said funds in accordance with Federal, State, and local laws, rules, regulations, policies, and guidelines applicable to the funding of the Federal-aid project; and

**Whereas:** City of Bellevue and JEO Consulting Group, Inc. wish to enter into a Professional Services Agreement to provide Preliminary Engineering Services for the Federal-aid project.

**Be It Resolved:** by the City Council of Bellevue that:

Rusty Hike, Mayor of Bellevue, is hereby authorized to sign the attached Preliminary Engineering Services agreement between City of Bellevue, Nebraska and JEO Consulting Group, Inc.

NDOT Project Number: DPS-77(71)

NDOT Control Number: 22937

NDOT Project Description: Fort Crook Road Bridge Linkage Analysis

Adopted this _____ day of _____, 20____ at _____Nebraska.
(Month)

The City Council of Bellevue, Nebraska

_____ _____

_____ _____

_____ _____

_____

Board/Council Member_____
Moved the adoption of said resolution
Member _____ Seconded the Motion
Roll Call: _____Yes _____No _____ Abstained _____ Absent
Resolution adopted, signed and billed as adopted

Attest:

_____
Signature City Clerk

Exhibit "F"

16a.
8/6/2024

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

| | | | | | |
|---|---|---|---|---|---|
| COUNCIL MEETING DATE: 08/06/24 | | | SUBMITTED BY: Finance/CDBG | | |
| AGENDA ITEM: | | CONSENT AGENDA | ☐ | SPECIAL PRESENTATION | ☐ |
| LIQUOR LICENSE | ☐ | ORDINANCE | ☐ | PUBLIC HEARING | ☐ |
| RESOLUTION | ☐ | CURRENT BUSINESS | ☑ | OTHER | ☐ |

SUBJECT:

Amendment extending the 2022 CDBG Subrecipient Agreement with the Bellevue Volunteer Fire Department LLC (BVFD) for the Facility Upgrade Project II

SYNOPSIS/BACKGROUND:

The City of Bellevue executed a CDBG subrecipient agreement with BVFD for the Facility Upgrade Project II on August 15, 2023, as outlined in the 2022 Action Plan with the Time of Performance expiring one-year form the date of execution. The project received $40,069.00, and has the full balance remaining. BVFD has requested an extension of the agreement to retain use of the funds for the approved activities. The subrecipient agreements allows for a one-year extension upon request and with proper documentation. Staff will assist BVFD to complete the project in accordance with HUD regulations.

FISCAL IMPACT:: $40,069.00 BUDGETED FUNDS?: Yes GRANT/MATCHING FUNDS?: Yes, From HUD

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: Amendment to the 2022 CDBG Subrecipient Agreement

CONTRACT EFFECTIVE DATE: 08/15/2024 CONTRACT TERM: 12 months CONTRACT END DATE: 08/14/2025

PROJECT NAME: BVFD Facility Upgrade Project II

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: CDBG-192302 ACCOUNT NUMBER: 60/1903/192302/450/60HUD

RECOMMENDATION:

Approve and authorize the Mayor to sign the amendment extending the CDBG subrecipient agreement with the Bellevue Volunteer Fire Department, LLC.

ATTACHMENTS:

1. Extension Request - BVFD
2. B-22 Subrecipient Agreement
3. B-22 Agreement Amendment
4.
5.
6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM: Daniel G. Willis

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 1/2024

**Bellevue Volunteer Fire Department, Inc.**
2108 Franklin Street • Bellevue, NE 68005 • (402)763.9127 • FAX 402-763-1830

July 26, 2024

Abby Highland
CDBG Program Administrator
City of Bellevue, NE
RE: Expiring FY-22 CDBG Subrecipient Agreement – Extension Request

TO: **City of Bellevue,**

Bellevue Volunteer Fire Dept. INC made application to and received monies from the CDBG program as administered by the City of Bellevue Nebraska. We are grateful for those funds.

Once learning of the Grant funds becoming available, BVFD INC began the process of reviewing the contractor proposals and setting up meetings for dates of work, contractual CDBG obligations agreements, etc. Unfortunately, everyone ran into an issue with the Federal Government changing how an entity may do work on a government contract.

Routinely a DUN's number was required to be registered with the government. Everyone had such a number. We then learned that the government was no longer using the Dun's system and changed to a Unique Entity Identifier (UEI) number. This was to have been a simple process by submitting your Dun's and the UEI would auto fill and all is good.

Since, it has been a pain-staking long process to get a UEI registered with the them. After numerous attempts at having BVFD INC become registered, (over 6 months), Abby Highland learned we were registered. Hurdle 1 accomplished.

Once again, BVFD INC reached out to the contractors and asked for their UEI numbers. They are all having the same issues and to date, only one has acquired the proper registration at SAM.gov.

With the August 14, 2024 expiration quickly approaching, BVFD INC is requesting an extension to the original agreement. The work timelines can still be met, barring any product shortage/shipping issues. We have not heard of any currently.

The registered contractor is for our parking lot resurface. This is a timely project as asphalt cannot be done when the weather becomes cold. We still have time this year if we can get on the schedule.

Sincerely,

Glenn Kohlscheen
President, BVFD INC

**SUBRECIPIENT AGREEMENT**
**BETWEEN THE CITY OF BELLEVUE AND**
**BELLEVUE VOLUNTEER FIRE DEPARTMENT, INC.**
**FOR EXPENDITURE OF**
**COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS**
**B-22-MC-31-0003**

THIS SUBRECIPIENT AGREEMENT FOR CDBG FUNDING entered into this 15th day of Aug., 2023 by and between the subrecipient BELLEVUE VOLUNTEER FIRE DEPARTMENT INC. hereinafter referred to as the SUBRECIPIENT and the CITY OF BELLEVUE, COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, a Grantee of the CDBG entitlement program, hereinafter referred to as the GRANTEE.

WHEREAS, the GRANTEE has applied for and received funds, Catalog of Federal Domestic Assistance Number 14-218 (CDBG), from the United States Government under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383; and

WHEREAS, the GRANTEE wishes to engage the SUBRECIPIENT to assist in the utilization of Community Development Block Grant (CDBG) funds from the B-22-MC-31-0003 HUD contract in the amount of $40,069.00 for facility improvements for a building located at 2108 Franklin Street, Bellevue, NE 68005; and

NOW, THEREFORE, it is agreed between the parties hereto that:

A. SCOPE OF SERVICE.

1. Activities. The GRANTEE will provide funding in the actual amount of expenditure, not to exceed $40,069.00 from the B-22-MC-31-0003 funding allocation to the SUBRECIPIENT for the purpose of facility improvements including electrical/security lighting, parking lot refurbishment, and HVAC system improvements to address safety concerns, ADA requirements, and code violations for the building at 2108 Franklin Street, Bellevue, NE 68005 as eligible under 24 CFR 570.202(a)(4), rehabilitation and preservation activities for nonprofit-owned nonresidential buildings. The SUBRECIPIENT will be responsible for administering a Community Development Block Grant (CDBG) program in a manner satisfactory to the GRANTEE and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the CDBG program:

   a. Program Delivery. To provide improvements including electrical/security lighting, parking lot refurbishment, and HVAC system improvements to the building in a low- and moderate-income area at 2108 Franklin Street as outlined in the 2022 CDBG application for assistance. The major tasks the SUBRECIPIENT will perform include, but are not necessarily limited to the following:
      i. Complete all approved work including electrical/security lighting, parking lot refurbishment, and HVAC system improvements as outlined in the CDBG 2022 application and budget.
      ii. Provide matching funds needed to complete the improvement project and provide documentation to the GRANTEE.
      iii. All construction work completed is subject to Federal Labor Standards Provisions as described in form HUD-4010 and in the agreement Section D. Other Program Requirements.

   b. Income Benefit Goals. It is anticipated that one property owner of buildings in a low- and moderate-income area will benefit from building improvements.

c. National Objective. All activities funded with CDBG funds must meet one of the CDBG program's National Objectives as defined in 24 CFR 570.208. The SUBRECIPIENT certifies that the activity carried out under this agreement will meet the National Objective Area Benefit as a business serving an area with census blocks with a percentage of low- and moderate-income persons in excess of 51 percent per 24 CFR 570.208(a)(1)(i) and that is primarily residential in character.

2. Performance Monitoring. The SUBRECIPIENT at such times and in such forms as the GRANTEE may require, shall furnish performance reports pertaining to the activities undertaken pursuant to this Agreement to meet the CDBG National Objective. Such reports shall include, but not be limited to:
   a. Statistical information including the number of persons provided with new or improved access to services and/or facilities or businesses benefiting from improved location availability.
   b. Building utilization documentation including, but not limited to, hours of availability to the publics, reservation dates, usage fees charged, and attendance.
   c. Update on the expenditure of funding as well as a timeline for expenditure.
   d. Total amount and documentation of leveraged funding.
   e. Procurement and contracting records for construction work for compliance with federal requirements and reports of the costs and obligations incurred in connection therewith,
   f. Records documenting contractor compliance with all federal labor standard requirements, including but not limited to, Section 3 and Davis Bacon Prevailing Wage;
   g. Other reports as required by Section 570.507 or Title 24, OMB Circular A-110, and as otherwise required by HUD and the GRANTEE.

3. Site Visit. The GRANTEE CDBG staff will perform periodic site visits to ascertain that approved and contracted work is proceeding properly and satisfactorily, authorize (with the SUBRECIPIENT's written approval, including signature and date) any change orders, and mediate in the event of the owner dissatisfaction with the work completed by the contractor. The work will be in compliance with all applicable Federal, state and local rules and regulations governing these funds and, in a manner, satisfactory to the GRANTEE. Before the commencement of the project, the SUBRECIPIENT must have approval of expenditures by the GRANTEE CDBG staff.

4. Environmental Clearance. The SUBRECIPIENT shall carry out each activity in compliance with Federal laws and regulations described in 24 CFR 570 Subpart K, except that the SUBRECIPIENT does not assume the GRANTEE's environmental review responsibilities described in 24 CFR Part 570.604; and for initiating the review process under provisions of 24 CFR Part 52. All activities must have prior review to ensure environmental conformance through a site-specific review, i.e.: floodplain clearance, airport hazards Asbestos, Americans with Disabilities Act, etc. No grant funds may be disbursed for the project until environmental clearance has been received.
   a. The SUBRECIPIENT must meet all mitigation requirements outlined in the environmental review record.

5. Time of Performance. This agreement will remain in effect for twelve (12) months from the date of this agreement, or for as long as funds are made available.

6. Ineligible Expenses. General maintenance costs are ineligible CDBG expenses, i.e., mowing, replacement of expended light bulbs, and similar expenses which are necessary for the operation of the facility.

7. Deed of Trust. The CDBG grant funds will be guaranteed and secured by a Promissory Note and Deed of Trust between GRANTEE and the SUBRECIPIENT, to be executed at the initial execution of the

Agreement. A final Deed of trust will be executed following the completion of the CDBG activity or expiration of the Agreement.

a. The Deed of Trust is forgivable in five (5) years following completion of the activity upon the meeting of certain conditions by the SUBRECIPIENT with respect to CDBG conditions as set forth in this Agreement. If the requisite conditions are not met, the CDBG grant funding is repayable in full by the SUBRECIPIENT (with interest to begin to accrue thereafter at the lesser of the highest legal rate or twelve percent (12%) per annum) upon appropriate notice from the GRANTEE, and under factual circumstances supporting such conclusion by the GRANTEE.

**B. RECORDS, REPORTING AND PAYMENT SCHEDULES.**

1. The amount available to the SUBRECIPIENT for eligible activities under this agreement shall not exceed $40,069.00. Payments may be contingent upon certification of the SUBRECIPIENT's financial management system in accordance with acceptable standards specified in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

_____ 2. Records and Reporting. The SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR 570 that are pertinent to the activities to be funded under this AGREEMENT. Such records shall include but are not limited to:

a. Records providing a full description of each activity undertaken, including compliance with standards for public services in 24 CFR 570.201(e);
b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program per 24 CFR 570.208;
c. Records required to determine the eligibility of activities per 24 CFR 570 Subpart C;
d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
f. Records documenting compliance with all federal labor standard requirements, including but not limited to, Section 3 and Davis Bacon Prevailing Wage;
g. Financial records as required by 24 CFR 570.502 and 24 CFR 570.84.21-58; and
h. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

_____ 3. UEI Number. The SUBRECIPIENT must maintain a Subrecipient Unique Entity Identifier (UEI), formerly known as the DUNS number, registered in the System for Award Management (SAM) through the completion of the agreement. The GRANTEE must be able to verify the SUBRECIPIENT's registered UEI number with SAM.gov prior to any grant funding being disbursed.

_____ 4. Quarterly Reporting. The SUBRECIPIENT shall provide the GRANTEE with quarterly activity reports through the completion of the funded activity. All activity reports are due to the CDBG Office of the GRANTEE on or before the 15th day of the month following the end of a quarter. The CDBG Fiscal Year will be October 1st to September 30th. In the event quarterly activity reports are not provided, the GRANTEE may withhold disbursement of grants funds until all delinquent reports are provided. Quarters will be:

a. 1st Quarter: October – December,
b. 2nd Quarter: January – March,
c. 3rd Quarter: April – June, and
d. 4th Quarter: July – September.

5. Record Retention. The SUBRECIPIENT shall retain all books, documents, papers, records and other materials involving all activities and transactions related to this agreement for at least five (5) years from the date of submission of the final activity report or until all audit findings have been resolved, whichever is later. The SUBRECIPIENT shall, as often as deemed necessary by the GRANTEE, permit authorized representatives of the GRANTEE and HUD to have full access to and the right to fully examine all such material.

6. Beneficiary Data. The SUBRECIPIENT shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to GRANTEE monitors or their designee for review upon request.

7. Disclosure. The SUBRECIPIENT understands that client information collected under this agreement is private and the use or disclosure of such information, when not directly connected with the administration of the activity with respect to services provided under this agreement, is prohibited unless written consent is obtained from such person receiving the service and, in the case of a minor, that of a responsible parent/guardian.

_____ 8. Purchasing Procedures.

a. For the purchase of supplies or contractual services, the SUBRECIPIENT will adhere to the following procedures:
   i. $0.00 to $1,000.00 – Best Effort Pricing: Employee shall endeavor to obtain the best price for the item(s) through research or consultation with the Purchasing Agent.
   ii. $1,000.00-$9,999.99 - Telephone Quotes: All purchases of supplies, equipment or contractual services in an amount of $1,000 but under $10,000.
   iii. $10,000.00-$29,999.99 - Informal Bidding: Not published but competitive and documented for all purchases of supplies, equipment or contractual services in an amount $10,000 but under $30,000.
   iv. $30,000.00 or more - Formal Bidding (sealed bids): Published for all purchases of supplies, equipment or contractual services in an amount of $30,000 or more.

b. The SUBRECIPIENT will submit the bids/quotes to the GRANTEE CDBG Office. Upon approval by the GRANTEE CDBG Office, a Notice to Proceed will be issued.

9. Contracting.

a. The SUBRECIPIENT shall not assign or transfer any interest in this agreement without the prior written consent of the GRANTEE; provided, however, that claims for money due or to become due to the SUBRECIPIENT from the GRANTEE under this agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the GRANTEE. All terms and conditions of this agreement shall apply to any approved subcontract or assignment related to the agreement.

_____ b. Subcontracts.
   i. Approvals. The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the GRANTEE prior to the execution of such agreement.

ii. Monitoring. The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written quarterly reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

iii. Content. The SUBRECIPIENT shall include all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

iv. Selection Process. The SUBRECIPIENT shall ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. All subcontractors must have a UEI number indicating eligibility to work on federal projects and be registered in the System for Award Management (www.sam.gov) and maintain a City of Bellevue contractor's license as required. Executed copies of all subcontracts shall be forwarded to the GRANTEE along with documentation concerning the selection process.

10. Request for Payment.

a. Request for funds may be made by the SUBRECIPIENT upon satisfactory completion of project requirements as specified in the agreement. The SUBRECIPIENT must submit a cover sheet or invoice requesting reimbursement for allowable expenses signed by the Authorized Representative, a copy of the original invoice, and any additional requested documentation. The GRANTEE will reimburse the SUBRECIPIENT directly. The request will be reviewed for payment by the GRANTEE and submitted for approval by the City Council during regularly scheduled meetings on the 1st and 3rd Tuesday of each month. The GRANTEE will not be responsible for any late fees incurred and will not reimburse the agency for any late fees paid. There is no guarantee that funds will be reimbursed within a month's time. The payments are made only from monies available to the GRANTEE through the CDBG program and are subject to the availability of such funds.

b. The SUBRECIPIENT's right to incur expenses under this Agreement shall cease upon expiration of Agreement. All requests for reimbursement on expenditures made prior to expiration of Agreement must be submitted to the GRANTEE within thirty (30) days after expiration of the Agreement. Unless expressly authorized by the GRANTEE in writing, expenditures not requested within the thirty (30) day period after expiration of Agreement shall be disallowed and all funds shall be reclaimed by the GRANTEE.

11. Program Income. In accordance with 24 CFR 570.504(c), any program income as defined in 24 CFR 570.500, generated by activities carried out with CDBG funds made available under this agreement shall be reported quarterly to the GRANTEE by the SUBRECIPIENT. The use of program income by the SUBRECIPIENT shall comply with the requirements set forth at 24 CFR 570.504 and 2 CFR 200.307.

12. Timeliness. Funding allocated as part of this agreement must be expended within 12 months from the date of the agreement. The agreement may be eligible for one extension for one additional year.

a. Agreement Extension Request. To be eligible for an agreement extension, the SUBRECIPIENT must provide a written request with narrative explaining the reason for the delay in project completion, an updated timeline for project completion, and any additional information as requested by the GRANTEE. The GRANTEE CDBG staff will review the request and prepare the request for City Council consideration. The GRANTEE CDBG staff reserves the right to reallocate any unexpended funds upon expiration of the agreement.

13. Close-outs.

a. The SUBRECIPIENT's obligation to the GRANTEE shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advance, program income balances, an accounts receivable to the GRANTEE), and determining the custodianship of records. Notwithstanding the foregoing, the terms of the Agreement shall remain in effect during any period that the SUBRECIPIENT has control over CDBG funds, including program income.

b. Upon expiration or termination of the Agreement, the SUBRECIPIENT will provide final versions of all financial performance, and other reports that were a condition of the funding agreement, including, but not limited to:
   i. A final performance report,
   ii. A final request for payment, and
   iii. A final inventory of property in the SUBRECIPIENT's possession that was acquired or improved with CDBG funds.

**C. GENERAL COMPLIANCE.**

1. The SUBRECIPIENT agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except the (1) the SUBRECIPEINT does not assume the GRANTEE's environmental responsibilities described in 2 CFR 570.604 and (2) the SUBRECIPIENT does not assume the GRANTEE's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The SUBRECIPIENT also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this agreement. The SUBRECIPIENT further agrees to utilize funds available under this Agreement to supplement rather than replace funds otherwise available.

2. Independent Contractor. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The SUBRECIPIENT shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The GRANTEE shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the SUBRECIPIENT is an independent contractor.

3. Hold Harmless. The SUBRECIPIENT, to the extent permitted by law, shall hold harmless, defend and indemnify, the GRANTEE from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the SUBRECIPIENT's performance or nonperformance of the services or subject matter called for in this Agreement.

4. Workers' Compensation. The SUBRECIPIENT shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this agreement.

5. Insurance. The SUBRECIPIENT shall carry sufficient insurance coverage to protect agreement assets from loss due to theft, fraud and/or undue physical damage and comply with insurance requirement of 2 CFR 200.310. The SUBRECIPIENT is required to list the GRANTEE as additional insured with waiver of

subrogation. The GRANTEE requires contracting insurance of $1,000,000.00 limit for General Liability with a $2,000,000.00 aggregate. The GRANTEE also requires the SUBRECIPIENT to carry workers compensation with a waiver of subrogation and a $5,000,000.00 umbrella policy. The GRANTEE will review insurance requirements on a case-by-case basis if this a burden or not applicable under specific agreements.

6. Grantor Recognition. The SUBRECIPIENT shall ensure recognition of the role of the GRANTEE in providing services through this agreement. All activities, facilities and items utilized pursuant to this agreement shall be prominently labeled as funded with CDBG funds from the GRANTEE. In addition, the SUBRECIPIENT will include reference to the support provided herein in all publications made possible with funds available under this agreement.

7. Amendments. The GRANTEE or SUBRECIPIENT may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve the GRANTEE or SUBRECIPIENT from its obligations under this Agreement.

   The GRANTEE may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in funding, the scope of services, or schedule of activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendments signed by both the GRANTEE and SUBRECIPIENT.

8. Suspension or Termination. Either party may terminate this agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial termination of the Scope of Service in Section A above may only be undertaken with the prior approval of the GRANTEE. In the event of any termination for convenience and at any time, at the GRANTEE's option, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the SUBRECIPIENT under this Agreement shall, at the option of the GRANTEE, become the property of the GRANTEE, and the SUBRECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to termination.

   The GRANTEE may also suspend or terminate this Agreement, in whole or in part without notice, if the SUBRECIPIENT materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein and all payments shall cease; and the GRANTEE may declare the SUBRECIPIENT ineligible for any further participation in the GRANTEE's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the SUBRECIPIENT is in noncompliance with any applicable rules or regulations, the GRANTEE may withhold up to fifteen (15) percent of said agreement funds due to be paid for past work until such time as the SUBRECIPIENT is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

9. Eligibility Restrictions for Certain Resident Aliens. The SUBRECIPIENT agrees to abide by the provisions of 24 CFR 570.613 with respect to the eligibility restrictions for certain resident aliens. Certain newly legalized aliens, as described in 24 CFR Part 49, are not eligible to apply for benefits under covered activities funded by the programs listed in this part of the regulation. The Grantee shall provide the City with any guidelines necessary for compliance with that portion of the regulation.

10. Architectural Barriers Act and Americans with Disabilities Act. The SUBRECIPIENT agrees to comply with any federal regulations issued pursuant to compliance with the Architectural Barriers Act of 1968 which

requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with the standards that ensure accessibility to, and use by, physically handicapped people. The SUBRECIPIENT also agrees to comply with federal regulations issued pursuant to compliance with the Americans with Disabilities Act which provide comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

**D. OTHER PROGRAM REQUIREMENTS.**

1. Civil Rights.

   a. Compliance. The SUBRECIPIENT agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Order 11375 and 12086.

   b. Nondiscrimination. The SUBRECIPIENT will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The SUBRECIPIENT will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

   c. Land Covenants. This agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 and 24 CFR 570.601 and 602. In regard to sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this agreement, the SUBRECIPIENT shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, and providing that the GRANTEE and the United States are beneficiaries of the deed or lease entitled to enforce such covenants. The SUBRECIPIENT, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

   d. Section 504. The SUBRECIPIENT agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1974, which prohibits discrimination against the handicapped in any federally assisted program. The GRANTEE shall provide the SUBRECIPIENT with any guidelines necessary for compliance with that portion of the regulations in force during the term of this agreement.

2. Affirmative Action.

a. Plan. The SUBRECIPIENT agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.

b. Women and Minority Owned Business Enterprises (W/MBE). The SUBRECIPIENT will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this agreement. As used in this agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish- speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The SUBRECIPIENT may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

c. Access to Records. The SUBRECIPIENT shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the GRANTEE, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

d. Notifications. The SUBRECIPIENT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understandings, a notice, provided by the agency contracting officer, advising the labor union or worker's representative of the SUBRECIPIENT's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e. EEO/AA Statement. The SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

f. Subcontracting Provisions. The SUBRECIPIENT will include the provisions of Section D Paragraph 1, Civil Rights, and 2, Affirmative Action, in every subcontract or purchase orders, specifically or by reference, so that such provisions will be binding upon each of its subrecipients or subcontracts.

3. Employment Restrictions.

a. Prohibited Activity. The SUBRECIPIENT is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities; lobbying, political patronage, and nepotism activities.

b. Labor Standards. The SUBRECIPIENT agrees to comply with the requirements of the Secretary of Labor in accordance with Davis-Bacon Act as amended, the provisions of Contract: Work Hours and Safety Standards Act, the Copeland "Anti- Kickback" Act and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this agreement. The SUBRECIPIENT shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the GRANTEE for review upon request.

The SUBRECIPIENT agrees that all contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this agreement, shall comply with Federal requirements adopted by the GRANTEE pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journeyworkers; provide, that if wage rates higher than those required under the regulations are imposed by state or local laws, nothing hereunder is intended to relieve the SUBRECIPIENT of its obligation, if any, to require payment of the higher wage. The SUBRECIPIENT will cause or require to be inserted in full, in all contracts subject to such regulations, provisions meeting the requirements of this paragraph.

i. Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

ii. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

c. "Section 3" Clause.

i. This is a Section 3 covered project. Section 3 projects mean housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds a threshold of $200,000. The threshold is $100,000 where the assistance is from the Lead Hazard Control and Healthy Homes programs, as detailed in 24 CFR 75(a)(2)(i). The project is the site or sites together with any building(s) and improvements located on the site(s) that are under common ownership, management, and financing.

ii. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by the U.S. Department of Housing and Urban Development (HUD) assistance or HUD assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

iii. The parties to this contract will comply with HUD's regulations as set forth in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.

iv. The Section 3 requirements apply to all contractors and subcontractors performing work in connection with a Section 3 covered project. Contractor means any entity entering into a contract with (a) a recipient to perform work in connection with work in connection with a Section 3 project; or (b) a subrecipient for work in connection with a Section 3 project. Subcontractor means any entity that has a contract with a Contractor to undertake a portion of the contractor's obligation to perform work in connection with a Section 3 project.

v. The contractor agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 Clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of regulations under 24 CFR Part 75.

vi. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected, but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, where not filled to circumvent the contractor's obligations under 24 CFR Part 75.

vii. Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

viii. Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the Section3 requirements of 24 CFR Part 75.

4. Conduct.

a. Assignability. The SUBRECIPIENT shall not assign or transfer any interest in this contract without the prior written consent of the GRANTEE. Notice of any such assignments or transfer shall be furnished promptly to the GRANTEE.

b. Subcontracts. The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this agreement without the written consent of the GRANTEE prior to the execution of such agreement.
   i. Monitoring. The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions to correct areas of noncompliance.
   ii. Content. The SUBRECIPIENT shall cause all the provisions of this agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
   iii. Selection Process. The SUBRECIPIENT shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

c. Hatch Act. The SUBRECIPIENT agrees that no funds provided, nor personnel employed under this agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of the Title V United States Code.

d. Conflict of Interest. The SUBRECIPIENT agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The SUBRECIPIENT further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the SUBRECIPIENT hereunder. These conflict-of-interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or any designated public agencies or Subrecipients which are receiving funds under the CDBG Entitlement program.

e. Lobbying. The SUBRECIPIENT hereby certifies that:

   i. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
   ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

iii. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and

iv. Lobby Certification.
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

f. Copyright. If this agreement results in any copyrightable materials or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

g. Religious Organization. The SUBRECIPIENT agrees that funds provided under this agreement will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

5. Relocation and One-For-One Housing Replacement. The displacement of any person as a direct result of rehabilitation for a CDBG-assisted project must comply with 24 CFR 570.606 and 49 CFR Part 24. The SUBRECIPIENT will conduct the CDBG activities so as to minimize displacement, and if displacement occurs, the displaced persons or entities must be provided assistance consistent with the Uniform Relocation Act.

## E. UNIFORM ADMINISTRATIVE REQUIREMENTS.

1. The SUBRECIPIENT shall comply with the administrative regulations, including, but not limited to, 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" Final Guidance applicable to HUD Federal Award Recipients. Requirements and standards under 2 CFR 200 which supersedes, consolidates, and streamlines requirements from eight OMB Circulars, including: (1) A-21, Cost Principles for Educational Institutions, (2) A-87, Cost Principles for State, Local, and Indian Tribal Governments, (3) A-89, Catalog of Federal Domestic Assistance, (4)A-102, Grants and Cooperative Agreements with State and Local Governments,(5) A-110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, (6) A-122, Cost Principles for Non-Profit Organizations, (7) A-133, Audits of States, Local Governments, and Non-Profit Organizations, and (8) The guidance in OMB Circular A-50, Audit Follow Up, on Single Audit Act follow-up.

2. Cost Principles. The SUBRECIPIENTS shall comply with the requirements under 2 CFR 200, Subpart E, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

3. Audits. The SUBRECIPIENT is required to comply with 2 CFR 200, Subpart F, as applicable, which supersedes OMB Circular A-133 "Audits of Institutions of State, Local Government, and Nonprofit Institutions". If the SUBRECIPIENT spends $750,000 or more a fiscal year in Federal awards, the SUBRECIPIENT hereby agrees to have an annual agency audit conducted in accordance with the OMB Super Circular.

F. **INSURANCE REQUIREMENTS.**

1. Worker's Compensation. The GRANTEE also requires the SUBRECIPIENT to carry workers compensation with a waiver of subrogation and a $500,000.00 limit.

2. Insurance and Bonding. The SUBRECIPIENT shall carry sufficient insurance coverage to protect agreement assets from loss due to theft, fraud and/or undue physical damage and comply with insurance requirement of 2 CFR 200.310. The SUBRECIPIENT is required to list the GRANTEE as additional insured with waiver of subrogation. The GRANTEE requires contracting insurance of $1,000,000.00 limit for General Liability with a $2,000,000.00 aggregate. The GRANTEE will review insurance requirements on a case-by-case basis if this a burden or not applicable under specific agreements.

G. **AGREEMENT MODIFICATIONS.**

1. In the event the parties fail to agree on changes or interpretations of this agreement, the decision of the GRANTEE shall prevail. In the event of any disagreement between the SUBRECIPIENT and the GRANTEE relating to the funded activity and materials purchased and its conformity to the requirements of this agreement, the decision of the GRANTEE shall prevail.

2. This agreement is subject to such modification as may be required by federal law or regulations. Any such modification may be done unilaterally by the GRANTEE.

3. Except as otherwise provided in this agreement, the rehabilitation activities to be completed and the total grant award may be modified only by written agreement of the authorized representatives of the parties to this agreement.

H. **REVERSION OF ASSETS.**

1. Any CDBG funds on hand at the time the agreement expires, including accounts receivable, shall be returned. The SUBRECIPIENT assures that any real property acquired or improved with CDBG funds in excess of $25,000 meets the requirements specified in 24 CFR 570.503(b)(7). The SUBRECIPIENT will not have control of CDBG funds, nor will any property be purchased in excess of $25,000.

I. **SUSPENSION OR TERMINATION OF AGREEMENT.**

1. In accordance with 24 CFR 85.43, the GRANTEE may suspend or terminate this agreement should the SUBRECIPIENT violate any terms or conditions thereof.

2. This agreement may be terminated or suspended in whole or in part at any time by the GRANTEE for cause. The GRANTEE may refuse to disburse additional funds or require return of all or part of funds already disbursed. The decision of the GRANTEE shall prevail. Grounds constituting cause include but are not limited to:
    a. Failure by the SUBRECIPIENT to comply with the provisions of this agreement or with any applicable laws, regulations, guidelines or procedures, or is unduly dilatory in executing its commitments under this agreement.

b. Purposes for the funds have not been or will not be fulfilled, or would be illegal to carry out.
c. The SUBRECIPIENT has submitted incorrect or incomplete documentation pertaining to this agreement.

3. In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

4. In the event of termination or suspension, all materials/equipment purchased through the agreement shall, at the option of the GRANTEE, become the property of the GRANTEE, and the SUBRECIPIENT shall be entitled to payment for otherwise valid and allowable obligations incurred in good faith prior to notice of such action. The option of the GRANTEE constitutes a security interest in any materials/equipment purchased or property improved by expenditure of the funds for as long as such materials/equipment or improvements have any value unless the GRANTEE declines its option or releases its security interest. Recording of this agreement shall be effective as a financing statement noticing the security interest of the GRANTEE as created herein. In addition, the GRANTEE shall have a lien against the improved real estate to the extent of expenditures of these funds and to secure repayment of such funds in the event of cessation of operations, sale, transfer of the property in any manner whatsoever, voluntary or involuntary receivership, or application for bankruptcy by the SUBRECIPIENT.

J. **NOTICES.**

1. All notices required or permitted to be given under this agreement may be personally delivered or mailed to the following addresses.

a. To GRANTEE: City Administrator
City of Bellevue
1500 Wall Street
Bellevue, NE 68005

b. To SUBRECIPIENT: President
Bellevue Volunteer Fire and Rescue Department, LLC
2108 Franklin Street
Bellevue, NE 68005

c. Copy to: Finance Director
City of Bellevue
1500 Wall Street
Bellevue, NE 68005

Rusty Hike, Mayor
City of Bellevue, Nebraska

Glenn Kohlscheen, President
Bellevue Volunteer Fire Department, Inc.

Rich Severson, Finance Director
City of Bellevue, Nebraska

ATTEST:

Susan Kluthe, City Clerk
City of Bellevue, NE

STATE OF NEBRASKA )
): SS.
COUNTY OF SARPY )

The undersigned, a notary public qualified in and for said county, does hereby certify that Rusty Hike and Susan Kluthe, whose names as Mayor and City Clerk respectively, of the City of Bellevue, Nebraska, a municipality of the first class and political subdivision of the State of Nebraska, are signed to the foregoing instrument and who are each known to me and known to be such officers, acknowledged before me on this day and they, in their respective capacities as City Council President and City Clerk, executed and delivered said instrument as their voluntary act and deed and voluntary act and deed of such corporation.

WITNESS my hand and officia seal.

Signature: Shirley R. Harbin

(Affix Notarial Seal)

GENERAL NOTARY - State of Nebraska
SHIRLEY R. HARBIN
My Comm. Exp. August 23, 2023

My Commission Expires: August 23, 2023

STATE OF NEBRASKA )
): SS.
COUNTY OF SARPY )

The above and foregoing instrument was acknowledged before me this 26th day of July, 2023, by Glenn Kohlscheen, President, on behalf of the organization.

My Commission Expires:

August 23, 2023

Shirley R. Harbin
NOTARY PUBLIC



GENERAL NOTARY - State of Nebraska
SHIRLEY R. HARBIN
My Comm. Exp. August 23, 2023

**FIRST AMENDMENT TO THE SUBRECIPIENT AGREEMENT**
**BETWEEN THE CITY OF BELLEVUE AND**
**BELLEVUE VOLUNTEER FIRE AND RESCUE DEPARTMENT, INC.**
**FOR EXPENDITURE OF**
**COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS**
**B-22-MC-31-0003**

THIS FIRST AMENDMENT SUBRECIPIENT AGREEMENT FOR CDBG FUNDING entered into this _____ day of _____, 2024 by and between the subrecipient BELLEVUE VOLUNTEER FIRE DEPARTMENT INC. hereinafter referred to as the SUBRECIPIENT and the CITY OF BELLEVUE, COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, a Grantee of the CDBG entitlement program, hereinafter referred to as the GRANTEE.

WHEREAS, the GRANTEE has applied for and received funds, Catalog of Federal Domestic Assistance Number 14-218 (CDBG), from the United States Government under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383; and

WHEREAS, the GRANTEE wishes to engage the SUBRECIPIENT to assist in the utilization of Community Development Block Grant (CDBG) funds from the B-22-MC-31-0003 HUD contract in the amount of $40,069.00 for facility improvements for a building located at 2108 Franklin Street, Bellevue, NE 68005; and

WHEREAS, the Parties desire to amend the Agreement to extend the term thereof, update the Timeliness and Time of Performance by the SUBRECIPIENT to the GRANTEE, and to otherwise modify the Agreement as provided for herein; and

WHEREAS, the Parties therefore intend that the terms of the Agreement shall be so modified; and

WHEREAS, that all other terms and conditions of the Agreement, except to the extent expressly amended herein, shall remain in full force and effect.

NOW, THEREFORE, it is agreed between the Parties hereto that:

**AGREEMENT AMENDMENT**

NOW, THEREFORE, in consideration of the premises and obligations as set forth in this Amendment, the receipt and adequacy of which is hereby agreed and acknowledged, the Parties agree that the Agreement shall be amended as follows:

**A. SCOPE OF SERVICE.**

1. Time of Performance. The time of performance of this Agreement is hereby extended and will remain in effect through August 13, 2025.

**B. RECORDS, REPORTING AND PAYMENT SCHEDULES.**

1. Timeliness. Funding allocated as part of this agreement must be expended by August 13, 2025. Any remaining balance following the expiration of this agreement shall be eligible for reallocation by the GRANTEE.

Rusty Hike, Mayor
City of Bellevue, Nebraska

Glen Kohlscheen, President
Bellevue Fire and Rescue Department, LLC
Bellevue Vol. Fire Dept LLC.

Rich Severson, Finance Director
City of Bellevue, Nebraska

ATTEST:

Susan Kluthe, City Clerk
City of Bellevue, NE

STATE OF NEBRASKA )
): SS.
COUNTY OF SARPY )

The undersigned, a notary public qualified in and for said county, does hereby certify that Rusty Hike and Susan Kluthe, whose names as Mayor and City Clerk respectively, of the City of Bellevue, Nebraska, a municipality of the first class and political subdivision of the State of Nebraska, are signed to the foregoing instrument and who are each known to me and known to be such officers, acknowledged before me on this day and they, in their respective capacities as City Council President and City Clerk, executed and delivered said instrument as their voluntary act and deed and voluntary act and deed of such corporation.

WITNESS my hand and official seal.

Signature: _____

(Affix Notarial Seal)

My Commission Expires:_____

STATE OF NEBRASKA )
): SS.
COUNTY OF SARPY )

The above and foregoing instrument was acknowledged before me this 2nd day of July, 2024, by Glenn Kohlscheen, President, on behalf of the organization.

My Commission Expires:
10/10/27

LISA M. RYBAR
GENERAL NOTARIAL
SEAL
STATE OF NEBRASKA
Commission Expires
October 10, 2027

Lisa M Rybar
NOTARY PUBLIC

16b.
8/6/2024

# CITY OF BELLEVUE, NEBRASKA
# AGENDA ITEM COVER SHEET

| | | | | | |
|---|---|---|---|---|---|
| COUNCIL MEETING DATE: August 6, 2024 | | | SUBMITTED BY: City Administrator | | |
| AGENDA ITEM: | | CONSENT AGENDA | | SPECIAL PRESENTATION | |
| LIQUOR LICENSE | | ORDINANCE | | PUBLIC HEARING | |
| RESOLUTION | | CURRENT BUSINESS | ✓ | OTHER | |

SUBJECT:

Third Addendum to the DMV Lease Agreement for the property located at 14402 Harlan Lewis Road

SYNOPSIS/BACKGROUND:

The City and the DMV entered into a Lease Agreement for the property located at 14402 Harlan Lewis Road. This Third Addendum to the Lease Agreement extends the terms for two years with an expiration date of April 30, 2026

FISCAL IMPACT:: +$10,800 BUDGETED FUNDS?: N/A GRANT/MATCHING FUNDS?: N/A

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: Third Lease Addendum

CONTRACT EFFECTIVE DATE: 05/01/2024 CONTRACT TERM: 2 years CONTRACT END DATE: 04/30/2026

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NAME:

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

ACCOUNTING DISTRUBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve and authorize the Mayor to sign the Third Addendum to the DMV Lease Agreement

ATTACHMENTS:

| | | |
|---|---|---|
| 1. DMV Lease Agreement | 2. Third Addendum to Lease Agreement | 3. |
| 4. | 5. | 6. |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 11/2022

**COMMERCIAL**
**LEASE PROPOSAL**

**for**

**The City of Bellevue, NE**
**at**
**14402 Harlan Lewis Rd, Bellevue, NE 68005**

**March 1, 2019**

The following Lease Proposal that is being offered on behalf of State of Nebraska DMV to the City of Bellevue, NE. This Lease Proposal contains the basic terms and conditions upon which Nebraska DMV ("Tenant") is interested in pursuing a lease arrangement with the City of Bellevue, NE ("Landlord") for space located at 14402 Harlan Lewis Rd, Bellevue, NE 68005 in Omaha, Nebraska.

| | |
|---|---|
| **LOCATION:** | 14402 Harlan Lewis Rd,<br>Bellevue, NE 68005 |
| **TENANT:** | Nebraska DMV |
| **LEASED PREMISES:** | The proposed Leased Premises will consist of approximately 75,000 square feet of concrete parking, as depicted in Exhibit A. |
| **INITIAL LEASE TERM:** | The Initial Lease Term will be for a period of two (2) years. Tenant shall have the option to terminate the Lease with one hundred and twenty (120) days written notice to Landlord implying their intent to terminate the Lease. At the end of the Initial Lease Term, Tenant agrees to notify Landlord of their intention to Terminate or Renew the Lease. |
| **COMMENCEMENT DATE:** | The Commencement Date for the Lease Term is projected to be March 18, 2019. The exact commencement date will be mutually agreed upon between the Tenant and Landlord. |
| **RENTAL RATE:** | The Rental Rate for the Leased Premises during the Initial Lease Term will be as follows<br><br>Years 1 - 2: $900.00 per month<br><br>The lease document will be defined as a full-service lease. Landlord shall remove snow and keep Leased Premises clean and clear of debris. |
| **SECURITY DEPOSIT:** | Equal to the first month's rent to be paid at lease execution. |
| **RENEWAL OPTIONS:** | There will be five (5), one (1) year renewal options following The Initial Lease Term. The renewal options must be exercised in writing 60 days prior to the end of the current term. The renewal rate for the renewal terms shall be the same as the Initial Lease Term. Landlord shall have to right to terminate this Lease Hold with one hundred and twenty (120) day notice to Tenant. |

**ADDITIONAL PROVISIONS:** Tenant shall have the right to modify paint markings to suit needs.

**REPRESENTATION:** Tenant is represented in this lease transaction by Brayden Mussman & Colm Breathnach of Colliers International. In the event a lease is executed by and between Landlord and Tenant, Tenant's agent will receive, from the landlord, a real estate commission equal to three percent (3%) of the gross value of the lease.

Although this letter is intended to summarize the principal terms and conditions of the proposed transaction and contemplates a later execution of the lease document, neither this letter nor any action of the parties to date shall be deemed to indicate a binding agreement between parties. This letter reflects the Tenant's present intent regarding the terms and conditions of the proposed transaction and shall not be construed to create any legal rights or obligations between the Landlord and the Tenant. It is intended that all such legal rights and obligations will come into existence only when appropriate documentation has been executed.

Yours very truly,
**Colliers International**

Colm Breathnach
Broker Associate

Brayden Mussman
Associate

**AGREED & ACCEPTED this __ day of _____, 2019.**

By: _____
Title _____

S:\EC2\e:
LEASE PROPOSAL/Bellevue Champions Baseball Village- 14402 Harlan Lewis LOI

NEBRASKA

Good Life. Great Service.

DEPT. OF ADMINISTRATIVE SERVICES

**LEASE AGREEMENT - ADDENDUM # 3**

This Lease Agreement - Addendum #3, hereinafter this "Addendum," by and between **City Of Bellevue**, as "Lessor," and **Department of Administrative Services, State Building Division**, as "Lessee," acting on behalf of **Department of Motor Vehicles**, as "Tenant Agency," for land located at:

**14402 HARLAN LEWIS ROAD**
**BELLEVUE NE 68005**

WHEREAS, Lessor and Lessee entered into that certain Lease Agreement, commencing April 1, 20219 and ending March 31, 2021; and modified by the Commencement Date Agreement to change the comencement to May 1, 2019 and the expiration to April 30, 2021; and modified by Addendum #1 to renew the term commencing May 1, 2021 and ending April 30, 2022; and modified by Addendum #2 to renew the term commencing May 1, 2022 and ending April 30, 2024; and

WHEREAS, Lessor and Lessee desire to renew the Term of this Lease; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties amend this Lease, as follows:

**AGREEMENT**

1. As to Section **2 Term.** the Term of this Lease shall be renewed for a two (**2**) year renewal period commencing May 1, 2024 and ending on April 30, 2026.

2. NO OTHER CHANGES. Unless expressly amended hereby, all other terms and conditions contained in this Lease shall remain unchanged and in full force and effect, and are hereby ratified and confirmed. To the extent of any conflict between the provisions hereof and this Lease, the provisions of this Addendum shall govern and control and shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

3. EFFECTIVE DATE. This Addendum shall be effective as of May 1, 2024.

4. ENTIRE AGREEMENT. This Addendum constitutes the entire and integrated agreement between Lessor and Lessee relating to the subject matter of this Addendum and supersedes all prior understandings, agreements, or representations, between the parties, written or oral, to the extent they relate in any way to the subjects of this Lease.

5. COUNTERPARTS. This Addendum shall be executed in duplicate original, each of which shall be deemed to the an original, but both of which, together, shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties have executed this Addendum as of the day and year last below written.

**LESSEE:**

_____ _____

Brent Flachsbart, Administrator
Administrative Services, State Building Division

Date

**LESSOR:**

_____ _____

Rusty Hike, Mayor
City of Bellevue

Date

ACKNOWLEDGMENT

STATE OF NEBRASKA, COUNTY OF _____

The foregoing instrument was acknowledged before me this _____day of _____ 2024 by Rusty Hike, Mayor, on behalf of City of Bellevue.

Affix seal here.

_____

Notary Public Signature

16c.
8/6/2024

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

| | | | | | |
|---|---|---|---|---|---|
| COUNCIL MEETING DATE: August 6, 2024 | | | SUBMITTED BY: David Goedeken-Public Works Director | | |
| AGENDA ITEM: | | CONSENT AGENDA | | SPECIAL PRESENTATION | |
| LIQUOR LICENSE | | ORDINANCE | | PUBLIC HEARING | |
| RESOLUTION | | CURRENT BUSINESS | ✓ | OTHER | |

SUBJECT:

Closing of Project: 2021 New South Lift Station, Brown River Lift Station Improvement & Force Main (BPW#201109)

SYNOPSIS/BACKGROUND:

On November 16, 2021 The Honorable Mayor and City Council approved the 2021 New South Lift Station, Brown River Lift Station Improvement & Force Main with the original estimated cost of $4,775,000.00.The final cost of the project is $4,704,316.13 at closing, which is an under-run of $70,683.87.

FISCAL IMPACT:: $4,704,316.13 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: N/A

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

| | | | | | |
|---|---|---|---|---|---|
| IS THIS A CONTRACT?: | YES | COUNTER-PARTY: | Judds Bros. Construction Co. | INTERLOCAL AGREEMENT: | N/A |
| CONTRACT DESCRIPTION: | BPW#201109-New South Lift Station, Brown River Lift Station Improvement, & Force Main | | | | |
| CONTRACT EFFECTIVE DATE: | | CONTRACT TERM: | | CONTRACT END DATE: | |
| PROJECT NAME: | New South Lift Station, Brown River Lift Station Improvement, & Force Main | | | | |
| START DATE: | 11/16/2020 | END DATE: | | PAYMENT DATE: | |
| INSURANCE REQUIRED: | YES | | | | |
| CIP PROJECT NAME: | South Lift Station (Flood-FEMA) | CIP PROJECT NUMBER: | WW22(03) | | |
| STREET DISTRICT NAME (S): | | STREET DISTRICT NUMBER (S): | | | |
| ACCOUNTING DISTRIBUTION CODE: | CIPWW22(03) | ACCOUNT NUMBER: | 7000 | | |

RECOMMENDATION:

Approve final payment applicaton in the amount of $412,374.34. Approve Final Change Order in the amount of $183,482.68. Approve project as substantially complete, and accept final project quantities.

ATTACHMENTS:

| | | | | | |
|---|---|---|---|---|---|
| 1. | Certificate of Acceptance | 2. | Final Pay Application | 3. | Final Change Order |
| 4. | Certificate of Substantial Completion | 5. | Final View Waiver | 6. | Engineers Acceptance |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 1/2024

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

We Influence The World!

| | |
|---|---|
| Project Name: | New South Lift station, Brown River Lift Station Improvement, and Force Main |
| Project Location: | 31st and Wallace Ave to 37th Plc and Madison Cr |
| BPW Project No. | 201109 |
| Contractor: | Judds Bros. Construction Co. |
| Final Completion Date: | 7/25/2024 |
| Bid Amount: | $4,775,000.00 |
| Total Completion Cost: | $4,704,316.13 |

**CERTIFICATE OF ACCEPTANCE**

To: Mayor Rusty Hike
Chairperson and Members of City Council
City of Bellevue

We hereby certify that to the best of our knowledge, information and belief, the construction of the project generally known as New South Lift station, Brown River Lift Station Improvement, and Force Main has been completed so that it may be used for the purpose for which it was intended. This certification is based on our professional judgment made during periodic observation of the progress of construction. We recommend that the work be officially approved and accepted.

David Goedeken, PE
Public Works Director/City Engineer

BPW # 20109

# AIA® Document G702™ – 1992

## Application and Certificate for Payment

**TO OWNER:**
CITY OF BELLEVUE
1500 WALL ST
BELLEVUE, NE 68005

**PROJECT:**
BELLEVUE NEW SOUTH LIFT STATIO
3230 MADISON/3510 HANCOCK

**APPLICATION NO:** 17
**PERIOD TO:** 7/25/2024
**CONTRACT FOR:**
**CONTRACT DATE:** 1/1/2022
**PROJECT NOS:** 81621

Received
JUL 2024
Public Works

**Distribution to:**
OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

**FROM CONTRACTOR:**
Judds Bros. Construction Co.
P.O. Box 29229
Lincoln, NE 68529

**VIA ARCHITECT:**

OK TO PAY
JUL 29 2024

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
AIA Document G703™, Continuation Sheet, is attached.

| | | |
|---|---|---|
| 1. ORIGINAL CONTRACT SUM | $ | 4,775,000.00 |
| 2. NET CHANGE BY CHANGE ORDERS | $ | -70,683.87 |
| 3. CONTRACT SUM TO DATE *(Line 1 ± 2)* | $ | 4,704,316.13 |
| 4. TOTAL COMPLETED & STORED TO DATE *(Column G on G703)* | $ | 4,704,316.13 |
| 5. RETAINAGE: | | |
| a. ____% of Completed Work *(Columns D + E on G703)* | $ | |
| b. ____% of Stored Material *(Column F on G703)* | $ | |
| Total Retainage *(Lines 5a + 5b, or Total in Column I of G703)* | $ | 0.00 |
| 6. TOTAL EARNED LESS RETAINAGE *(Line 4 minus Line 5 Total)* | $ | 4,704,316.13 |
| 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT *(Line 6 from prior Certificate)* | $ | 4,291,941.79 |
| 8. CURRENT PAYMENT DUE | $ | 412,374.34 |
| 9. BALANCE TO FINISH, INCLUDING RETAINAGE *(Line 3 minus Line 6)* | $ | 0.00 |

| CHANGE ORDER SUMMARY | ADDITIONS | DEDUCTIONS |
|---|---|---|
| Total changes approved in previous months by Owner | $ 97,173.45 | $ -351,340.00 |
| Total approved this month | $ 183,482.68 | $ |
| TOTAL | $ 280,656.13 | $ -351,340.00 |
| NET CHANGES by Change Order | $ | -70,683.87 |

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**CONTRACTOR:** Judds Bros. Construction Co.
By: _____ Date: 7/25/2024
State of: NEBRASKA
County of: LANCASTER
Subscribed and sworn to before me this 25th day of July 2024
Notary Public: _____
My commission expires: December 3 2024

GENERAL NOTARY - State of Nebraska
SANDRA K PRENOSIL
My Comm. Exp. December 3, 2024

## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

**AMOUNT CERTIFIED** $ 412,374.79
*(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)*

**ARCHITECT:**
By: Peterson, Brent A

Digitally signed by Peterson, Brent A
DN: E=Brent.Peterson@hdrinc.com, CN="Peterson, Brent A", OU=Users, OU=Lincoln-1248 O Street, OU=Nebraska, OU=United States, OU=Offices, DC=intranet, DC=hdr
Date: 2024.07.26 [illegible]-05'00'

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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.

**AIA Document G702™ – 1992. Copyright** © 1953, 1963, 1965, 1971, 1978, 1983 and 1992 by The American Institute of Architects. **All rights reserved.** WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

# AIA Document G703™ – 1992

## Continuation Sheet

AIA Document G702™–1992, Application and Certificate for Payment, or G732™–2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
In tabulations below, amounts are in US dollars.
Use Column I on Contracts where variable retainage for line items may apply.

**APPLICATION NO:** 17
**APPLICATION DATE:** 7/25/2024
**PERIOD TO:** 7/25/2024
**ARCHITECT'S PROJECT NO:** 21621

| A | B | C | D | E | F | G | | H | I |
|---|---|---|---|---|---|---|---|---|---|
| ITEM NO. | DESCRIPTION OF WORK | SCHEDULED VALUE | WORK COMPLETED | | MATERIALS PRESENTLY STORED (Not in D or E) | TOTAL COMPLETED AND STORED TO DATE (D+E+F) | % (G ÷ C) | BALANCE TO FINISH (C – G) | RETAINAGE (If variable rate) |
| | | | FROM PREVIOUS APPLICATION (D + E) | THIS PERIOD | | | | | |
| 01 | NSLS MOBILIZAITON,PERMIT: | 50,000.00 | 50,000.00 | | | 50,000.00 | 100.00 | | |
| 02 | SWPPP MAINTENANCE ALLO' | 3,000.00 | 1,500.00 | 1,500.00 | | 3,000.00 | 100.00 | | |
| 03 | PROVIDE TEMPORARY TRAFI | 2,000.00 | 1,000.00 | 1,000.00 | | 2,000.00 | 100.00 | | |
| 04A | EXCAVATION/BACKFILL | 50,000.00 | 50,000.00 | | | 50,000.00 | 100.00 | | |
| 04B | SHORING | 55,000.00 | 55,000.00 | | | 55,000.00 | 100.00 | | |
| 04C | 120" MANHOLE FOOLING | 25,000.00 | 25,000.00 | | | 25,000.00 | 100.00 | | |
| 04D | 120" MANHOLE | 50,000.00 | 50,000.00 | | | 50,000.00 | 100.00 | | |
| 04E | 120" MANHOLE FILLET | 15,000.00 | 15,000.00 | | | 15,000.00 | 100.00 | | |
| 04F | 120" MANHOLE LID | 40,000.00 | 40,000.00 | | | 40,000.00 | 100.00 | | |
| 04G | CONTROL BUILDING FOOTIN( | 75,000.00 | 75,000.00 | | | 75,000.00 | 100.00 | | |
| 04H | CONTROL BUILDING | 1,170,000.00 | 1,170,000.00 | | | 1,170,000.00 | 100.00 | | |
| 04I | PIPING & VALVES | 120,000.00 | 120,000.00 | | | 120,000.00 | 100.00 | | |
| 05A | CLEARING AND GRUBBING-G | 4,500.00 | 4,500.00 | | | 4,500.00 | 100.00 | | |
| 06A | INSTALL SILT FENCE | 8,652.00 | 8,652.00 | | | 8,652.00 | 100.00 | | |
| 07A | REMOVE TOPSOIL | 3,336.00 | 3,336.00 | | | 3,336.00 | 100.00 | | |
| 08A | PLACE TOPSOIL | 3,336.00 | 3,336.00 | | | 3,336.00 | 100.00 | | |
| 09A | SITE GRADING | 4,000.00 | 4,000.00 | | | 4,000.00 | 100.00 | | |
| 10A | INSTALL SEEDING TYPE B | 5,600.00 | 5,600.00 | | | 5,600.00 | 100.00 | | |
| 11A | ABANDON MANHOLE | 15,000.00 | 15,000.00 | | | 15,000.00 | 100.00 | | |
| 12A | REMOVE MANHOLE | 2,500.00 | 2,500.00 | | | 2,500.00 | 100.00 | | |
| 13A | 4" PVC CONDUIT | 3,500.00 | 3,500.00 | | | 3,500.00 | 100.00 | | |
| 14A | CONSTRUCT 8" PIPE PLUG | 300.00 | 300.00 | | | 300.00 | 100.00 | | |
| 15A | CONSTRUCT 8" CONCRETE C | 1,000.00 | 1,000.00 | | | 1,000.00 | 100.00 | | |
| 16A | CONSTRUCT AGGREGATE BE | 700.00 | 700.00 | | | 700.00 | 100.00 | | |
| 17A | CONSTRUCT 8" PVC SANITAF | 2,000.00 | 2,000.00 | | | 2,000.00 | 100.00 | | |
| | GRAND TOTAL | | | | | | | | |

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.

**AIA Document G703™ – 1992. Copyright** © 1963, 1965, 1966, 1967, 1970, 1978, 1983 and 1992 by The American Institute of Architects. **All rights reserved.** WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

101210ACD44

# AIA Document G703™ – 1992

## Continuation Sheet

AIA Document G702™–1992, Application and Certificate for Payment, or G732™–2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
In tabulations below, amounts are in US dollars.
Use Column I on Contracts where variable retainage for line items may apply.

**APPLICATION NO:** 17
**APPLICATION DATE:** 7/25/2024
**PERIOD TO:** 7/25/2024
**ARCHITECT'S PROJECT NO:** 81621

| A | B | C | D | E | F | G | | H | I |
|---|---|---|---|---|---|---|---|---|---|
| ITEM NO. | DESCRIPTION OF WORK | SCHEDULED VALUE | WORK COMPLETED | | MATERIALS PRESENTLY STORED (Not in D or E) | TOTAL COMPLETED AND STORED TO DATE (D+E+F) | % (G ÷ C) | BALANCE TO FINISH (C – G) | RETAINAGE (If variable rate) |
| | | | FROM PREVIOUS APPLICATION (D + E) | THIS PERIOD | | | | | |
| 18A | CONSTRUCT 12" PVC SANITA | 2,800.00 | 2,800.00 | | | 2,800.00 | 100.00 | | |
| 19A | CONSTRUCT 12: CONCRETE | 500.00 | | 500.00 | | 500.00 | 100.00 | | |
| 20A | CONSTRUCT 10" HDPE SAN S | 191,284.00 | 191,284.00 | | | 191,284.00 | 100.00 | | |
| 23A | DEWATERING | 300,000.00 | 300,000.00 | | | 300,000.00 | 100.00 | | |
| 24A | BACKUP GENERATOR | 935,000.00 | 935,000.00 | | | 935,000.00 | 100.00 | | |
| 25A | SUGRADE PREPARATION | 9,031.00 | 9,031.00 | | | 9,031.00 | 100.00 | | |
| 26A | INSTALL GEOTEXTILE FABRIC | 5,364.00 | 5,364.00 | | | 5,364.00 | 100.00 | | |
| 27A | CONSTRUCT AGGREGATE SU | 14,300.00 | 14,300.00 | | | 14,300.00 | 100.00 | | |
| 28A | CONNECTION TO EXISTING F | 7,000.00 | 7,000.00 | | | 7,000.00 | 100.00 | | |
| 29A | CONSTRUCT 72" CHAIN FENC | 28,840.00 | 28,840.00 | | | 28,840.00 | 100.00 | | |
| 30A | CONSTRUCT 72" CHAIN FENC | 3,000.00 | 3,000.00 | | | 3,000.00 | 100.00 | | |
| 31A | BRLS MOBILIZATION,PERMITS | 32,000.00 | 32,000.00 | | | 32,000.00 | 100.00 | | |
| 32A | SWPPP MAINTENANCE ALLO' | 3,000.00 | 3,000.00 | | | 3,000.00 | 100.00 | | |
| 33A | DEMOLITION | 60,000.00 | 60,000.00 | | | 60,000.00 | 100.00 | | |
| 34A | BY-PASS PUMPING OPERATIC | 64,000.00 | 64,000.00 | | | 64,000.00 | 100.00 | | |
| 35A | PROVIDE TEMPORARY TRAFI | 2,000.00 | 2,000.00 | | | 2,000.00 | 100.00 | | |
| 36A | CLEANING & GRUBBING GEN | 4,000.00 | 4,000.00 | | | 4,000.00 | 100.00 | | |
| 37A | INSTALL SILT FENCE | 1,540.00 | 1,540.00 | | | 1,540.00 | 100.00 | | |
| 38A | CONSTRUCT AGGREGATE SU | 23,000.00 | 23,000.00 | | | 23,000.00 | 100.00 | | |
| 39A | 72" ID SAMPLING MANHOLE | 64,000.00 | 64,000.00 | | | 64,000.00 | 100.00 | | |
| 40A | SAW CUT FULL DEPTH | 330.00 | 330.00 | | | 330.00 | 100.00 | | |
| 41A | REMOVE 10" PAVEMENT | 3,500.00 | 3,500.00 | | | 3,500.00 | 100.00 | | |
| 42A | CONSTRUCT 10" PAVEMENT | 5,250.00 | 5,250.00 | | | 5,250.00 | 100.00 | | |
| 43A | CONSTRUCT 6" COMBINATIO | 4,000.00 | 4,000.00 | | | 4,000.00 | 100.00 | | |
| 44A | 6fT CHAIN LINK FENCE BARB | 55,000.00 | 55,000.00 | | | 55,000.00 | 100.00 | | |
| | GRAND TOTAL | | | | | | | | |

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.

**AIA Document G703™ – 1992. Copyright** © 1963, 1965, 1966, 1967, 1970, 1978, 1983 and 1992 by The American Institute of Architects. **All rights reserved.** WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

101210ACD44

# AIA® Document G703™ – 1992

## Continuation Sheet

AIA Document G702™–1992, Application and Certificate for Payment, or G732™–2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
In tabulations below, amounts are in US dollars.
Use Column I on Contracts where variable retainage for line items may apply.

**APPLICATION NO:** 17
**APPLICATION DATE:** 7/25/2024
**PERIOD TO:** 7/25/2024
**ARCHITECT'S PROJECT NO:** 81621

| A | B | C | D | E | F | G | | H | I |
|---|---|---|---|---|---|---|---|---|---|
| ITEM NO. | DESCRIPTION OF WORK | SCHEDULED VALUE | WORK COMPLETED: FROM PREVIOUS APPLICATION (D + E) | WORK COMPLETED: THIS PERIOD | MATERIALS PRESENTLY STORED (Not in D or E) | TOTAL COMPLETED AND STORED TO DATE (D+E+F) | % (G ÷ C) | BALANCE TO FINISH (C – G) | RETAINAGE (If variable rate) |
| 45A | CHAIN LINK FENCE DOUBLE ( | 2,500.00 | 2,500.00 | | | 2,500.00 | 100.00 | | |
| 46A | CONSTRUCT LIFT STATION C | 100,000.00 | 100,000.00 | | | 100,000.00 | 100.00 | | |
| 47A | CONSTRUCT 10" HDPE SAN S | 92,125.00 | 92,125.00 | | | 92,125.00 | 100.00 | | |
| 48A | PAINTING | 23,500.00 | 23,500.00 | | | 23,500.00 | 100.00 | | |
| 49A | LIFT STATION EQUIPMENT | 12,000.00 | 12,000.00 | | | 12,000.00 | 100.00 | | |
| 50A | SUBMERSIBLE PUMP | 232,000.00 | 232,000.00 | | | 232,000.00 | 100.00 | | |
| 51A | LIFT STATION PIPING | 60,000.00 | 60,000.00 | | | 60,000.00 | 100.00 | | |
| 52A | 6" CHECK VALVE | 3,500.00 | 3,500.00 | | | 3,500.00 | 100.00 | | |
| 53A | 6" PLUG VALVE | 3,400.00 | 3,400.00 | | | 3,400.00 | 100.00 | | |
| 54A | CONCRETE PROTECTIVE LIN | 68,000.00 | 68,000.00 | | | 68,000.00 | 100.00 | | |
| 55A | CONSRUCT FIBER OPTIC COI | 114,840.00 | 114,840.00 | | | 114,840.00 | 100.00 | | |
| 56A | LIFT STATION INSTRUMENTA | 220,000.00 | 220,000.00 | | | 220,000.00 | 100.00 | | |
| 57A | LIFT STATION ELECTRICAL W | 180,000.00 | 180,000.00 | | | 180,000.00 | 100.00 | | |
| 58A | 4" GAS POWERED PUMP | 40,000.00 | 40,000.00 | | | 40,000.00 | 100.00 | | |
| 59A | BY-PASS PUMPING MOBILIZA | 84,000.00 | 84,000.00 | | | 84,000.00 | 100.00 | | |
| 60A | BY-PASS PUMPING DEMOBIL | 10,972.00 | 10,972.00 | | | 10,972.00 | 100.00 | | |
| 61A | CHANGE ORDER 1 | | | | | | | | |
| | Backup Generator | -200,000.00 | -200,000.00 | | | -200,000.00 | 100.00 | | |
| | Construct Lift Station Concrete | -40,000.00 | -40,000.00 | | | -40,000.00 | 100.00 | | |
| | Construct Fiber Optic Conduit | -71,340.00 | -71,340.00 | | | -73,340.00 | 100.00 | | |
| | 4" Gas Powered Pump | -40,000.00 | -40,000.00 | | | -40,000.00 | 100.00 | | |
| 62A | Change Order 2 | 97,173.45 | 97,173.45 | | | 97,173.45 | 100.00 | | |
| 63A | Change Order 3 | 183,482.68 | 183,482.68 | | | 183,482.68 | 100.00 | | |
| | Totals | 4,704,316.13 | 4,517,833.45 | 186,482.68 | | 4,704,316.13 | 100.00 | | |
| | GRAND TOTAL | | | | | | | | |

**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.**

**AIA Document G703™ – 1992. Copyright © 1963, 1965, 1966, 1967, 1970, 1978, 1983 and 1992 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.**

101210ACD44

# CHANGE ORDER NO.: 3

Owner: City of Bellevue, NE
Engineer: HDR Engineering, Inc.
Contractor: Judds Bros. Construction
Project: New South Lift Station, Brown River Lift Station Improvements and Force Mains
Contract Name: New South Lift Station
Date Issued: 7/25/2024

Owner's Project No.: NA
Engineer's Project No.: 10264759
Contractor's Project No.: NA

Effective Date of Change Order: 7/25/2024

The Contract is modified as follows upon execution of this Change Order:

Description:

| Change Proposal Request (CPR) No. | Description | Cost |
|---|---|---|
| 3 | relocate the bypass piping discharge connection | $894.22 |
| 4 | Add fiberglass grating to the wet well at Brown River | $1,390.64 |
| 5 | Install concrete driveway at New South | $10,098.53 |
| 6 | Relocate the metering manholes at Brown River | $111,916.93 |
| 7 | Additional surfacing area at New South and revised force main connection and additional valves at Brown River | $30,183.85 |
| 8 | New lid for existing metering manhole and New South to comply with OPW requirements. | $5,458.22 |
| 9 | Telephone Conduit/J Box & OPW metering electrical at New South | $0.00 |
| 10 | SST Electical termination box at Brown River | $17,816.28 |
| 11 | Field Order 6, Replace Meltric DS200 generator connection cabinet with Berthold Electric mechanical set screw connection cabinet | $5,724.01 |
| | | |
| | Total | $183,482.68 |

The West-e-con invoice for this was included in the revised number for CPR 6

Attachments:

CPR 3, 4, 5, 6, 7, 8, 10, and 11 cost breakdowns from Judds.


Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

| Change in Contract Price | Change in Contract Times |
|---|---|
| Original Contract Price:<br>$ $4,775,000.00 | Original Contract Times:<br>Substantial Completion: November 30, 2022<br>Ready for final payment: January 30, 2023 |
| Decrease from previously approved Change Orders:<br>$ 254,166.55 | Increase from previously approved Change Orders:<br>Substantial Completion: 0<br>Ready for final payment: 0 |
| Contract Price prior to this Change Order:<br>$ $4,520,833.45 | Contract Times prior to this Change Order:<br>Substantial Completion: November 30, 2022<br>Ready for final payment: January 30, 2023 |
| Increase this Change Order:<br>$ 183,482.68 | Increase this Change Order:<br>Substantial Completion: 547<br>Ready for final payment: 547 |
| Contract Price incorporating this Change Order:<br>$ $4,704,316.13 | Contract Times with all approved Change Orders:<br>Substantial Completion: May 30, 2024<br>Ready for final payment: July 30, 2024 |

| Recommended by Engineer (if required) | Accepted for Contractor by: |
|---|---|
| By: | KEVIN S. STEELE |
| Title: Project Engineer | PRESIDENT |
| Date: 7/25/2024 | 7/25/2024 |
| Authorized by Owner | Approved by Funding Agency (if applicable) |
| By: | |
| Title: | |
| Date: | |

EJCDC® C-941, Change Order.
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

# CERTIFICATE OF SUBSTANTIAL COMPLETION

| | | | |
|---|---|---|---|
| Owner: | City of Bellevue, NE | Owner's Project No.: | |
| Engineer: | HDR Engineering, Inc. | Engineer's Project No.: | 10264759 |
| Contractor: | Judds Bros. Construction Co. | Contractor's Project No.: | |
| Project: | New South Lift Station, Brown River Lift Station Improvements and Force Mains | | |
| Contract Name: | New South Lift Station, Brown River Lift Station Improvements and Force Mains | | |

This ☐ Preliminary ☒ Final Certificate of Substantial Completion applies to:

☒ All Work ☐ The following specified portions of the Work:

Date of Substantial Completion: 6/3/2024

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work must be as provided in the Contract, except as amended as follows:

Amendments to Owner's Responsibilities: ☒ None ☐ As follows:

Amendments to Contractor's Responsibilities: ☒ None ☐ As follows:

The following documents are attached to and made a part of this Certificate:

Punch list

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Engineer

By *(signature)*: 

Name *(printed)*: Brent Peterson

Title: Project Engineer

**EJCDC® C-625, Certificate of Substantial Completion.**
**Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.**

# Punch List

Project: City of Bellevue, New South Lift Station, Brown River Lift Station Improvements and Force Mains

Date: Wednesday, June 05, 2024

City Project #:

HDR Project #: 10264759

New South

- Provide gate in the south fence per change by City.
- Provide the correct connection fittings on the bypass discharge piping south of the control building.
- Complete painting of the exterior piping.
- Complete painting of the interior piping.
- Touch up paint on the valve flanges where chipped.
- Anchor bolts on the building anchors need trimmed, spec states a minimum of 1/2" to maximum of 3/4" protrusion of threaded anchor above the fully engaged nut.
- Door lock, the key does not work and the keypad operation is intermittent.
- The UPS in the control building is not rated correctly for both line power and generator power.
- Provide strain relief and cord grip for the pump cables in the wet well.
- Verify 12 strand MM fiber has been provided between New South and Brown River.

Brown River

- Verify generator connection cabinet complies with field order 6.
- Paint exterior piping.
- VFD loses parameters when there are power failures or surges in the system.
- Per Section 26 29 23 Paragraph 2.8.A. verify bypass starter has been provided, if no bypass starter exists then provide the required bypass starter.
- Cut off and grind flush the mounting bolts for the old valve actuators on the wall in the lower area of the valve room.
- Turn the bypass suction pipe 90 degrees to the east.
- Complete installation of the City of Bellevue Flume Control Panel if the Omaha meter located north of the BRLS site is not hard wired back to the station.

FINAL LIEN WAIVER

TO: Judds Bros. Construction Co.
3835 N 68th Street
P.O. Box 29229
Lincoln NE 68529

OWNER: City of Bellevue, Nebraska
PROJECT: New South Lift Station, Brown River Lift Station Improvements, and Force Mains

Work Through 07/25/2024

STATE OF NEBRASKA
)
) SS.
)
LANCASTER COUNTY

WHERE AS, the undersigned, Judds Bros. Construction Co., has entered into a contract with The City of Bellevue, Bellevue, Nebraska to furnish labor, services, equipment, or materials, including rentals, furnished in relation to the New South Lift Station, Brown River Lift Station Improvements and Force Mains. The signer therefore waivers and releases any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any common law rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signers position.

Given under (our) (my) hand (s) and seal as of the above date.

BY: Judds Bros. Construction Co.

BY: John R. Judds
John R Judds
Title: CEO
Date: 7/26/2024

STATE of Nebraska )
(CITY) (COUNTY) Lincoln, Lancaster County )

On this 26th day of July, 2024, Appeared before me John R Judds and he/she made oath in due form of law that the facts, information and representations set forth in the foregoing Waiver of Lien and Affidavit, are true and accurate to the best of his/her knowledge, information and belief

GENERAL NOTARY - State of Nebraska
SANDRA K PRENOSIL
My Comm. Exp. December 3, 2024

Sandra K Prenosil
*(Notary Public)*

My Commission expires: December 3, 2024

July 29, 2024

Dear Epiphany,

The Work at the New South Lift Station, Brown River Lift Station Improvements and Force Mains project is acceptable subject to the provisions of the General Conditions and Supplementary Conditions.

Sincerely,
HDR Engineering, Inc.

Brent Peterson
*Project Engineer*

hdrinc.com

1248 O Street, Suite 716, Lincoln, NE 68508-1424
(402) 742-2900

16d.
8/6/2024

# CITY OF BELLEVUE, NEBRASKA
# AGENDA ITEM COVER SHEET

| | | | | | |
|---|---|---|---|---|---|
| COUNCIL MEETING DATE: August 6, 2024 | | | SUBMITTED BY: Public Works | | |
| AGENDA ITEM: | | CONSENT AGENDA | ☐ | SPECIAL PRESENTATION | ☐ |
| LIQUOR LICENSE | ☐ | ORDINANCE | ☐ | PUBLIC HEARING | ☐ |
| RESOLUTION | ☐ | CURRENT BUSINESS | ☑ | OTHER | ☐ |

SUBJECT:

Lease Agreement between the City of Bellevue and Chuck Headley

SYNOPSIS/BACKGROUND:

There presently exists a hard surfaced parking area on City ROW adjacent to 1313 Harlan Drive. The property owner of said property wishes to lease the parking area from the City for a term of 5 calender years for a fee of $10.00 per year. Under the terms of the Lease, the property owner will be responsible for all maintenance and upkeep of the parking area during the term of the lease.

FISCAL IMPACT:: N/A BUDGETED FUNDS?: N/A GRANT/MATCHING FUNDS?: N/A

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: 8/6/2024 CONTRACT TERM: 5 years CONTRACT END DATE: 12/31/2029

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NAME:

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

ACCOUNTING DISTRUBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve Lease Agreement of parking area on City ROW adjacent to 1313 Harlan Drive.

ATTACHMENTS:

| | | | | | |
|---|---|---|---|---|---|
| 1. | Lease Agreement with Exhibit A | 2. | | 3. | |
| 4. | | 5. | | 6. | |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 11/2022

# LEASE

THIS LEASE AGREEMENT ("Lease") is made this _____ day of August, 2024 ("Effective Date"), between the City of Bellevue, Nebraska, a political subdivision ("Lessor"), and Chuck Headley ("Lessee").

WHEREAS, Lessor is the owner of real property more particularly described as:

That portion of the right of way located on the South side of Ludwig Drive, made up of a paved, parking lot area with two (2) points of entry ("Leased Property"), a photograph of the Leased Property, outlined in red, is attached hereto and incorporated herein as Exhibit "A."

and,

WHEREAS, Lessee desires to lease the Leased Property from the Lessor; and

WHEREAS, Lessor desires to lease the Leased Property to the Lessee, subject to the covenants, terms and conditions of the Lease.

**NOW THEREFORE IT IS AGREED BY AND BETWEEN LESSOR AND LESSEE:**

1. **Term.** Subject to each and all of the covenants, terms and conditions of this Lease, Lessor hereby leases the Leased Property to Lessee to have and to hold the Leased Property from the Effective Date through December 31, 2029. This lease shall automatically renew for one additional five-year term after the original term on the same terms and conditions unless written notice is given by either party at least one (1) year preceding the end of the term of this lease or any automatic renewal term. Reference herein to "Term" shall mean the original term and shall include any renewals thereof.

2. **Rental.** The Lessee agrees to pay Lessor as rent the sum of Ten Dollars ($10.00) per year, payable in advance of possession.

3. **No Hold Over Tenancy.** Immediately upon the termination or expiration of the Term, peaceable possession of the Leased Premises shall be given to the Lessor and Lessee shall return the Leased Premises to Lessor in as substantially the same condition as existing as of the commencement of the Term.

4. **Use.** Lessee shall use Leased Property for the sole and exclusive purpose of parking of staff and visitor parking for Lessee's adjacent business located at 1313 Harlan Drive, Bellevue, NE 68005. Nothing herein shall give Lessee the right to use the Lease Property for any other purpose without prior written consent of the Lessor. Lessee shall not commence construction on the Leased Property for the aforementioned purposes without first obtaining Lessor's approval in writing of the plans and specifications for same. Lessee accepts the Leased

Property "AS-IS" without reservation or qualification. Lessor makes no representation as to the suitability of the Leased Property for any purpose whatsoever. Notwithstanding any other provision of this Lease, Lessee shall not use, nor permit the Leased Property to be used, in any manner that (a) is contrary to any federal, state or local law, rule ore regulation manner or (b) may interfere with Lessor's access to the Leased Property for the purpose contemplated by paragraph 8 of this Lease. Without limitation to the foregoing, unless first consented to in writing by Lessor, Lessee shall not (a) alter or modify any existing contour or grading of the Leased Property (b) redirect any drainage on or to the Leased Property, (c) remove or disturb any trees, shrubs, brush or similar vegetation on the Leased Property, or on any adjacent property owned by Lessor or (d) erect, install, construct, place or locate any additional building, structure or other improvement (including by way of example only, any additional fencing or retaining wall) on the Leased Property.

5. **Maintenance and Repair.** The Lessee shall keep the Leased Property free and clear of all trash, rubbish, debris and other materials the presence or accumulation of which may constitute a nuisance under the laws of the City of Bellevue. Lessee shall not commit nor allow the waste of any of the Leased Property nor the occurrence of any unlawful act thereupon. Lessee, at Lessee's sole cost and expense, shall (a) maintain the Leased Property for the purpose stated in paragraph 4 of this Lease, and (b) subject to the provisions of paragraph 4 of this Lease, make any repairs and replacements as may be necessary for such purposes.

The Lessee shall be responsible for any and all removal of snow, ice, mud, and slush from the Lease Property. All obstructions and accumulations of snow, ice, mud and slush shall be cleared from the Leased Property as soon as is reasonably possible, and in any event accumulations shall be removed within twenty-four (24) hours after cessation of any storm or snowfall.

The Lessee shall be responsible for removal of any noxious weeds, grass or worthless vegetation which has reached a height of twelve (12) inches or more located on the Leased Property.

6. **Indemnity.** Lessee agrees that during the Term, Lessor shall not be obligated to repair, replace or otherwise maintain the Leased Property for any purpose or to any standard or in any way. To the maximum extent permitted by law, Lessee, on behalf of Lessee and all of Lessee's heirs, executors and assigns, Lessee hereby waives any right, remedy or recourse that Lessee may have now, or in the future, against Lessor its employees and agents, as a result of any act, error or omission of Lessor, including those of its agents and employees, including any claim for any loss or damage to Lessee's property placed or located on the Leased Property as a result of any such act, error or omission made in furtherance of any right or authority reserved by Lessor in this paragraph 6 or elsewhere in this Lease. Without limitation to the foregoing, and to the maximum extent permitted by law, Lessee shall hold Lessor harmless from and against any claim, liability, loss or damage of any nature whatsoever, whether related to an existing condition of the Leased Property or otherwise, (a) of Lessee or any other person (including any employee, contractor or agent of Lessor) that may arise or result from, out of or in connection with any Lessee's use or occupancy of the Leased Property, including, any such claim, damages

or liability that may arise or result from any lawful or unlawful entry upon Leased Property, and (b) to Lessor that may arise or result from, out of or in connection with any default under, or breach of, any covenant, term or condition of this Lease. The provisions of the paragraph 6 shall survive the expiration or termination of this Lease.

7. **Insurance.** Throughout the Term, Lessee shall procure and maintain comprehensive commercial general liability insurance coverage (bodily injury and property damage) for the Leased Property in an amount not less than the greater of (a) any such coverage Lessee currently being maintained by Lessee in respect to the Property or (b) $300,000.00. The policy of insurance shall provide that it cannot be canceled without twenty (20) days' prior written notice to Lessor. Lessee shall provide Lessor with a certificate of such insurance and a copy of the insurance declaration pages evidencing such coverage upon the execution of this Lease and as may be reasonably requested by Lessor from time to time. All insurance shall include blanket contractual liability coverage and shall be on the "occurrence" rather than "claims made" basis and shall name Lessor as an additional insured. The provisions of this paragraph 7 shall survive the expiration or termination of this Lease.

8. **Access by Lessor.** Lessor hereby reserves unto itself, including its employee's, agents and contractors, the right and authority to enter upon the Leased Property at any time throughout the Term to the extent necessary or appropriate to repair, replace, service or otherwise maintain the Leased Property for its intended purpose.

9. **Termination.** Lessor or Lessee may terminate this Lease for any reason. Termination shall be effective as of the date specified in a Notice of Termination from the terminating Party, which date shall not be less than ninety (90) days from the date of such Notice and shall be in writing and delivered by the methods outlined in paragraph 12 of this Agreement. Payment of rent in advance does not preclude termination by Lessor or Lessee under this paragraph.

10. **No Assignment.** Lessee may not assign this Lease nor sublet the Premises without prior approval of Lessor. Any attempt by Lessee to assign this Lease or to sublet the Leased Property in violation of this paragraph shall be an event of default of this Lease.

11. **No Waiver of Breach.** No act or acts, omission or omissions, or series of acts or omissions, or waiver, acquiescence, or forgiveness by Lessor as to any default in or failure of performance, either in whole or in part, by Lessee, of any of the covenants, terms and conditions of this Lease, shall be deemed or construed to be a waiver by Lessor of the right at all times thereafter to insist upon the prompt, full and complete performance by Lessee of each and all the covenants, terms and conditions hereof thereafter to be performed in the same manner and to the same extent as the same are herein covenanted to be performed by Lessee.

12. **Notice.** Whenever notice is required to be given by Lessor under this Lease, it will be deemed sufficient if (i) sent by certified U.S. mail or hand-delivered to Lessee at the address of 1313 Harlan Drive, Bellevue, NE 68005. Notice required to be given by Lessee under

this Lease shall be deemed sufficient if mailed by certified U.S. mail or hand-delivered to Lessor in care of the City Clerk at the Bellevue City Hall, 1500 Wall Street, Bellevue, NE 68005.

[remainder of page intentionally left blank]

The covenants herein shall extend to and be binding upon the heirs, assigns, executors, and administrators of the parties to this Lease.

IN WITNESS WHEREOF, the parties have duly authorized and executed this Agreement to be effective as of the day and year first written above.

CITY OF BELLEVUE, a municipal corporation,
LESSOR

Attest: _____
City Clerk

By: _____
Mayor

_____
Chuck Headley, LESSEE

STATE OF NEBRASKA )
) ss.
COUNTY OF SARPY )

The foregoing instrument was acknowledged before me this ____ day of August, 2024, by Rusty Hike, Mayor of the City of Bellevue, Nebraska, a Nebraska municipal corporation, on behalf of the municipal corporation.

_____
Notary Public

STATE OF NEBRASKA )
) ss.
COUNTY OF SARPY )

The foregoing instrument was acknowledged before me this 26 day of ~~August~~ July, 2024, by Chuck Headley.

GENERAL NOTARY - State of Nebraska
NANCY L. GREGORY
My Comm. Exp. March 29, 2028

_____
Notary Public


370
13.3'
14A2
106.0'
51.4'
14A1
52.0'
14.9'
160.4'
112.7'
Ludwig Dr
Ludwig D
600.4'
DRAINWAY
105.5'
128.0'
107.4'
57.5'

**Exhibit "A"**

16e.
8/6/2024

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

| | | | | | |
|---|---|---|---|---|---|
| COUNCIL MEETING DATE: August 6, 2024 | | | SUBMITTED BY: David Goedeken-Public Works Director | | |
| AGENDA ITEM: | | CONSENT AGENDA | | SPECIAL PRESENTATION | |
| LIQUOR LICENSE | | ORDINANCE | | PUBLIC HEARING | |
| RESOLUTION | | CURRENT BUSINESS | ✓ | OTHER | |

SUBJECT:

Purchase of a New eXMark Lazer 60" mower

SYNOPSIS/BACKGROUND:

Purchase of a New eXMark Lazer 60" mower for the cost of $13,351.00. We will trade in a 2011 60" mower for the amount of $2,351.00, so the final cost will be $11,000.00. The mower we are trading in has had many costly repairs and a considerable amount of down time.

FISCAL IMPACT:: $11,000 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: NO COUNTER-PARTY: J & J Small Engines 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: 10-11 ACCOUNT NUMBER: 6433

RECOMMENDATION:

Approve the purchase of a new eXMark Lazer 60" mower not to exceed $11,000.00.

ATTACHMENTS:

| | | | | | |
|---|---|---|---|---|---|
| 1. | Memo | 2. | Memorandum | 3. | |
| 4. | | 5. | | 6. | |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 1/2024

City of Bellevue
Parks Department
8201 South 42nd St. • Bellevue, Nebraska • 68147 • 402-293-3122

We Influence The World!

# MEMO

**TO:** Mr. Dave Goedeken
Public Works Director

**FROM:** Jim Shada

**SUBJECT:** New eXMark Lazer, 60" mower

**DATE:** July 29, 2024

Dear Dave,

I would like your permission to purchase a New eXMark Lazer 60" mower. We would purchase it from J & J Small Engines. The cost would be $11,000.00.

We will trade in a 2011 60" mower with 1,780 hours for the amount of $2,351.00. We will take this out of Expense Code #6433.

This trade in will deduct from the purchase price.

Thank you for this consideration!

City of Bellevue
Fleet Maintenance Department
2012 Betz Road • Bellevue, Nebraska • 68005 • 402-293-3129

We Influence The World!

# MEMORANDUM

**To:** **Jim Shada**

**From:** **Todd Jarosz**

**Subject:** **PA666 Mower Replacement**

**Date:** **7-30-2024**

PA666 has had a number of costly repairs and a considerable amount of down time. PA666 is a 2011 ExMark LZX29KA606 mower with 1780 hours on it. PA666 falls into the replacement criteria for a mower. The criteria outline stated for this mower to be eligible for replacement at 5-8 years of age or with high maintenance cost, this falls into both and has high unit hours.

As previously stated PA666 meets the replacement criteria and has high maintenance costs and is facing many more costly repairs in the short future. It is my recommendation to replace PA666 with a like mower when funds allow. The current PA666 will be traded in to help lower purchasing cost.

Thank you,

Todd Jarosz

Todd Jarosz
Fleet Superintendent
City of Bellevue

16f.
8/6/2024

# CITY OF BELLEVUE, NEBRASKA
# AGENDA ITEM COVER SHEET

| | | | | | |
|---|---|---|---|---|---|
| COUNCIL MEETING DATE: August 6th, 2024 | | | SUBMITTED BY: Harrison Johnson | | |
| AGENDA ITEM: | | CONSENT AGENDA | | SPECIAL PRESENTATION | |
| LIQUOR LICENSE | | ORDINANCE | | PUBLIC HEARING | |
| RESOLUTION | | CURRENT BUSINESS | ✔ | OTHER | |

SUBJECT:

Approval of Construction Manager at Risk for the Bellevue Bay Indoor Water Park

SYNOPSIS/BACKGROUND:

In accordance with the City of Belleuve's Construction Manager at Risk(CMAR) Policy, a selection committee has reviewed prosposals for potential CMARs and have forwared the attached proposal for your review and approval. If approved, the CMAR will complete the necessary partners in order to commence construction.

FISCAL IMPACT:: $4,501,238 BUDGETED FUNDS?: Yes GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: Standard Construction Manager at Risk (CMAR) & General Conditions of Contract for Construction

CONTRACT EFFECTIVE DATE: CONTRACT TERM: Until Completed CONTRACT END DATE: Until Completed

PROJECT NAME: Bellevue Bay Indoor Water Park

START DATE: 08/6/2024 END DATE: PAYMENT DATE: INSURANCE REQUIRED: Yes

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRUBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Staff Recommends Approval of this Item

ATTACHMENTS:

1. MCL Propossal
2. AIA Document A201TM – 2017
3. AIA Document A133TM – 2019
4.
5.
6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 9/2023

# Bellevue Bay Indoor Water Park



MCL construction

## Request for Proposal

*June 21, 2024*

MCL construction

MCL Construction
14558 Portal Cir
La Vista, NE 68138
402.339.2221
mclconstruction.com

Harrison Johnson
City of Bellevue
1500 W. Wall Street
Bellevue City, Nebraska 68005

RE: Construction Manager at Risk for The Bellevue City Water Park

Mr. Johnson,

The addition of Bellevue Bay Indoor Water Park is an anticipated attraction that will attract visitors from all over the Midwest to the City of Bellevue. The city has a responsibility to uphold the expectations set by similar water parks and deliver a project your community is proud to have their name on.

At MCL Construction we are a local construction manager who understands the significance of community and maintaining relationships. The City of Bellevue and American Resort Management will find comfort in working side by side with a local partner who not only understands your vision but brings specific water park experience to the team.

We know that when it comes to construction, surprises are your worst enemy. At MCL, we simplify the process by listening and developing a custom approach catered to your project needs. This approach is detailed in the following pages of our complete RFP where you will see the commitment our experienced team already has to Bellevue Bay.

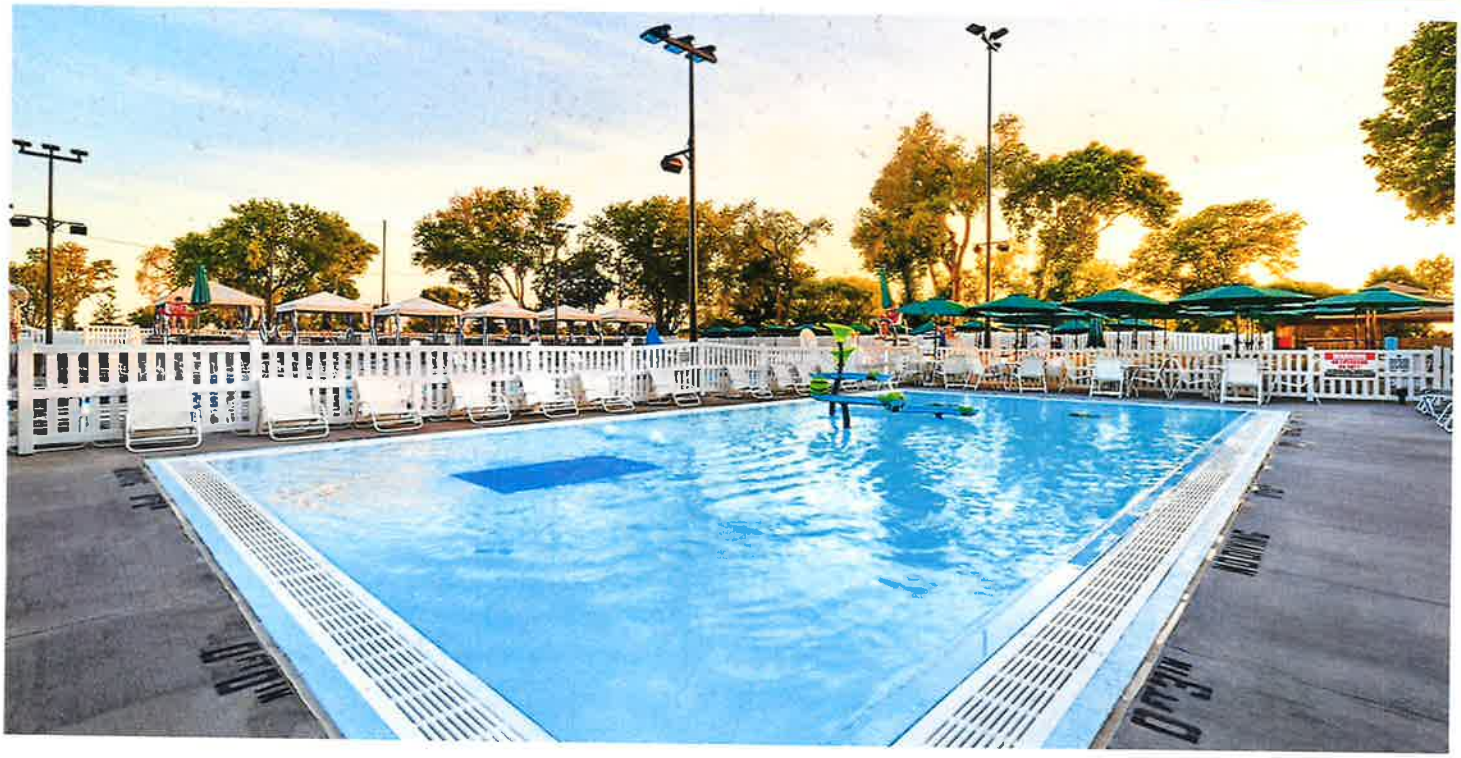
After your review of our proposal, I ask that you select the local experienced partner committed to changing lives through construction. Please do not hesitate to reach out with any questions.

Sincerely,

Robert J Carlisle

Bob Carlisle
Founder and Chairman

# TABLE OF CONTENTS



## Contents of Proposal


1. Firm Description ____ 1
2. Project Timeline ____ 2
3. Resumes ____ 3
4. Proposed Fee ____ 11
5. References ____ 13


## Attachment B


1. Financial Resources ____ 14
2. Proposed Personnel ____ 15
3. Character, Integrity, and Reputation ____ 16
4. Performance Quality ____ 17
5. Schedule ____ 27
6. Compliance ____ 46
7. Other Information ____ 47


## Appendix


Attachment C and D ____ 52



# 1 FIRM DESCRIPTION

*1. General description of firm including years in business, location, list of relevant CMR projects, and most recent financial statements that demonstrates financial strength.*

### Trusted Locally Since 1987

For many businesses, navigating the entire construction process and knowing who to trust can be overwhelming. Our people simplify the process by listening, planning, executing, and continuing our relationship to build your vision even once the keys are handed over.

**Headquarters**
14558 Portal Circle
Omaha, NE 68138

**Kearney Office**
4111 4th Ave Suite #32
Kearney, NE 68845

**Founded in 1987**

**220 Employees**

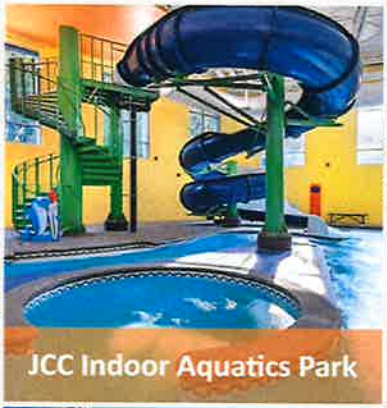
MCL Construction uses our local presence to create and maintain quality relationships with local subcontractors and building partners. We are trusted construction managers that local partners are eager to work with. These relationships bring qualified experience and local ties to Bellevue Bay to create a true community project.

### Company Experience

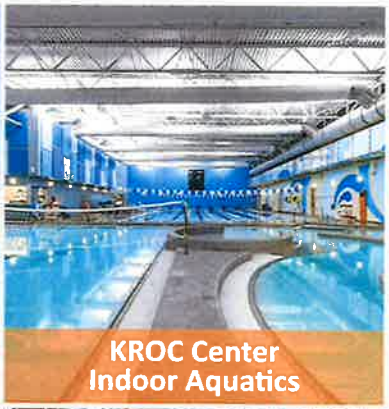
MCL Construction has been and continues to be a trusted building partner in the pool and aquatics sector. We build for new clients, maintain working partnerships with existing partners, and push our employees to use past aquatics experience to build better each and every day.

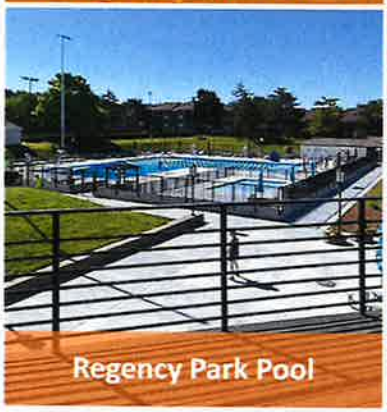
## A Glimpse Into Our Pool and Aquatics Park Experience

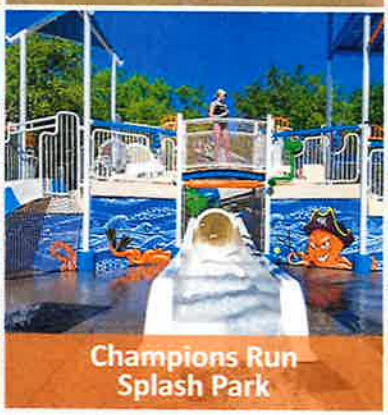

Gretna YMCA Community Center and Aquatics Park


JCC Indoor Aquatics Park

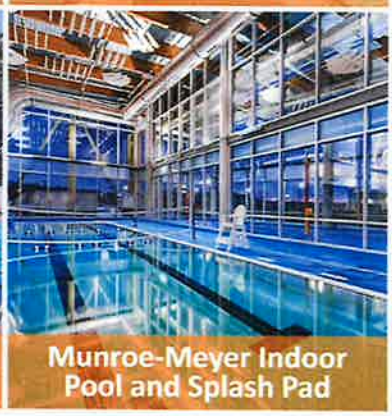

Field Club Pool


KROC Center Indoor Aquatics


Regency Park Pool


Champions Run Splash Park


Omaha Country Club Pool


Munroe-Meyer Indoor Pool and Splash Pad



# 2 PROJECT TIMELINE

***2. Prospective Project Timeline with Substantial Completion prior to the Summer of 2026.***

See section 5.a. for our Prospective Project Timeline.



# 3 RESUMES

# WHY THIS TEAM?

**Every team member selected for the Bellevue Bay Indoor Water Park project has CMR delivery experience in their selective roles. As a company, we have been successfully completing projects under the CMR delivery method for 37 years.**



### Tyler Adams - *Project Executive*

Tyler is a dynamic and results-driven Project Executive with extensive experience in overseeing the development and construction of large-scale facilities. He has a proven track record of successfully managing a comprehensive project team from conception to completion. His skills in strategic planning, budget management, team leadership, and stakeholder coordination will be essential in maintaining a strict construction schedule. Additionally, Tyler has a passion for creating innovative spaces that enhance community and is committed to creating a space that puts Bellevue on the map for top tier aquatic attractions.



### Brian Dembowski - *Senior Project Manager*

Brian recently completed the Gretna Crossing YMCA and Outdoor Aquatic Center that features indoor and outdoor attractions. His recent experience coordinating this first-of-its-kind park for the City of Gretna will add immense value to the City of Bellevue. As a Senior Project Manager, Brian is a responsive leader who completely commits himself to the project. You will feel confident in his communication plans and transparent ability to meet your project specific schedule and budget needs.



### Ted Horacek - *Superintendent*

Ted is the experienced pool and aquatic park superintendent you want and need for this project. He has spent the last six years dedicated to aquatics construction, completing projects including Gretna YMCA and Aquatics Center, JCC Indoor Aquatics Park, Regency Pool, and provided feedback to the team at Omaha Country Club Master Planning. His knowledge of pools and supporting water features prepares him to approach your project based on relevant and innovative experience. Under his leadership, our team has the ability to anticipate any potential challenges and devise a proactive approach to construction that adds value to your overall project budget and schedule.



### Jay Potter - *Director of Preconstruction*

Jay brings more then 20 years of estimating experience to the project team. As the Director of our preconstruction team, he oversees a collaborative team of skilled estimators. Jay has provided estimating services on Gretna Crossing YMCA and Outdoor Aquatic Center, the Jewish Community Center Indoor Aquatics Park, the Munroe Meyer Pool, Field Club Pool, and is actively estimating construction on Omaha Country Club Pool. His experience is vast and his innovative approach to estimating adds value through every phase of your project.



### Trever Roberts - *Senior Preconstruction Lead*

Trever brings specific aquatics estimating to the project team. His vast understanding of the materials needed and qualified subcontractors capable of completing the project on budget and schedule will enhance your overall experience. He brings 24 years of experience to the project team and proven strategies to maximize budget on any project.



### Rich Woodson, PE - *Engineering Integration/Sustainability Manager*

Rich brings over 25 years of experience as a consulting engineer. As an in house local expert on mechanical and electrical systems, Rich brings value through every phase of your project starting in design through project closeout. His review and knowledge of appropriate systems in an aquatics facility will improve longevity of your facility while ensuring efficient airflow and pool maintenance. He is available to work directly with facilities management to offer valuable solutions and innovate ideas.



### Winsley Durand - *Senior Director of Community and Economic Inclusion*

Winsley is committed to bringing communities together through construction. His deep rooted relationships created with the Omaha Chamber and MCL Construction make him a connected member to the local small, emerging, and diverse construction community. He will be an asset in making Bellevue Bay a project built for your community members by your community members.



MCL construction | the people you build with

# Tyler Adams

Project Executive

22 Years of Experience

Tyler is a goal-oriented Project Executive who takes pride in leading a project team. He is analytical in his approach and matter of fact when communicating information and expectations. A competitive, creative, and critical thinker, Tyler likes to be challenged and is driven to get things done efficiently without sacrificing quality. He will be responsible for managing the overall project budget and schedule.

## Projects

** Indicates Work Completed With a Different Firm*

- Woodhouse Hyundai of Omaha - Omaha, NE
- Woodhouse Porsche of Omaha - Omaha, NE
- Woodhouse Porsche of West Des Moines - West Des Moines, IA
- IWCC Reiver Suites Storm Damage Repair - Council Bluffs, IA *
- Heart Ministry Center - Phases 1 & 2 – Omaha, NE
- Salvation Army Western Divisional HQ - Omaha, NE *
- Women's Center for Advancement - Omaha, NE *
- Boys Town Education Center –Boys Town, NE
- Boys Town Great Hall – Boys Town, NE
- Woodhouse Mazda - Bellevue, NE
- Alta Middle School Addition - Alta, Iowa *
- OPS Morton Middle School Addition & Renovation – Omaha, NE
- Westside Middle School Addition/Remodel – Omaha, Nebraska *
- Winterset Middle School – Winterset, Iowa *
- Winterset High School – Winterset, Iowa *
- Grinnell High School – Grinnell, Iowa *
- Charles E. Lakin YMCA – Council Bluffs, IA*
- Riverside New 7-12 School – Oakland, Iowa *

## EDUCATION

**B.S., Construction Management**
University of Nebraska - Lincoln
Lincoln, NE

## CERTIFICATIONS

Revela Effective Leadership Training

## COMMUNITY INVOLVEMENT

REACH Program - Mentor
TeamMates - Mentor

## References

**Vanessa Schutte, Principal**
DLR Group
6457 Frances St
Omaha, NE 68106
402-393-4100
vschutte@dlrgroup.com

**Matt Wegener, Associate Principal**
BVH Architecture
901 Jones Street
Omaha, NE 68102
402-345-3060
mwegener@bvh.com

**Heather Whitaker, Sr. Technical Project Manager**
Boys Town
14100 Crawford Street
Boys Town, NE 68010
531-355-1063
heather.whitaker@boystown.org



MCL construction | the people you build with

# Brian Dembowski

Senior Project Manager

18 Years of Experience

As Senior Project Manager, Brian will provide strategic vision, guidance, and project direction during construction and through closeout. He will assist in project development and coordination. He will support the team in ensuring project timelines and budgets are met. Brian will guarantee quality is never compromised and will be 100% dedicated to managing your project.

## Projects

** Indicates Work Completed With a Different Firm*

- Gretna Crossing YMCA and Outdoor Aquatic Center - Gretna, NE
- Wahoo Public Schools - Wahoo Middle-High School Addition and Improvements - Wahoo, NE
- Community Bible Church Renovations - Omaha, NE
- Kountze Memorial Lutheran Church – Office and Medical Clinic - Omaha, NE *
- Omaha Nation – Career Academy - Omaha, NE *
- Wausa Public Schools – High School Addition - Wausa, NE *
- Kids Can Community Center - Omaha, NE *
- DC West Elementary School - Valley, NE *
- Lindsay Corporation TI - Omaha, NE *
- Omaha Henry Doorly Zoo – Gateway to the Wild, Infield at the Zoo, and Garden of the Senses - Omaha, NE *
- Creighton University – Brandeis Hall - Omaha, NE *
- Lund Company/CIT Bank – Office Renovation and Parking Garage - Omaha, NE*

### EDUCATION

**B.S., Construction Management**
University of Nebraska - Lincoln

### CERTIFICATIONS

CPR
OSHA 10 Hour

### AFFILIATIONS

Associated General Contractors

### COMMUNITY INVOLVEMENT

Westgate Athletic Association
Goodbuddies
Fishing is Fun Kids Clinics
Mary Our Queen

## References

**Paula Dennison, City Administrator**
City of Gretna
204 N McKenna Avenue
Gretna, NE 68028
402-332-3336
paula@cityofgretna.com

**Andrew Meyer, Project Architect**
BVH Architecture
901 Jones Street
Omaha, NE 68102
402-905-9740

**Sam Garden, Senior Project Management Director**
CBRE
11213 Davenport Street
Omaha, NE, 68154
sgarden@cbre-mega.com
402-557-6002



MCL construction | the people you build with

# Ted Horacek

Superintendent

30 Years of Experience

Ted Horacek is a self-motivated worker. His drive to make sure work is done accurately and efficiently makes him the ideal Superintendent. He is not afraid to take the risks needed to complete a project and strives to exceed expectations. Ted will office on site and will be responsible for the day-to-day activities of the project including safety, schedule, quality, and job site personnel. He will keep daily contact with all team members and coordinate all construction-related communication.

## Projects

- Gretna Crossing YMCA and Outdoor Aquatic Center - Gretna, NE
- Regency Clubhouse and Pool Renovation - Omaha, NE
- Jewish Community Center-Addition and Renovation - Omaha, NE
- Marian High School-Haddix Academic Center - Omaha, NE
- The Cloisters on The Platte - Grenta, NE
- Methodist Hospital addition - Omaha, NE
- Bank of The West Branch Remodel - Omaha, NE
- First National Bank Branch Remodel - Omaha, NE
- Aflac Call Center - Omaha, NE
- Burke High School - Omaha, NE *
- Montessori Academy West Omaha - Omaha, NE *

## EDUCATION

**Construction Management**
University of Nebraska at Omaha
– 3 years

## CERTIFICATIONS

OSHA 20 Hour
First Aid and CPR/AED
Dale Carnage Leadership Training Certified

## References

**Kurt Halvorson, Project Manager**
Cloisters on the Platte
22222 Fishery Rd
Gretna, NE 68028
kurt.halvorson@outlook.com
402-203-2331

**Paula J. Dennison, AICP, City Administrator**
City of Gretna
204 N. McKenna Ave; PO Box 69
Gretna, NE 68028
402-681-3017
Paula@cityofgretna.com

**Joe O'Connor, Board of Directors CFO**
Regency Housing Association
606 Regency Pkwy
Omaha, NE 68114
402-203-5400
joeoconnor1979@gmail.com

**Kate Schenk, Board of Directors**
Regency Housing Association
606 Regency Pkwy
Omaha, NE 68114
402-301-3071
kate.m.schenk@gmail.com



MCL construction | the people you build with

# Jay Potter

Dir. of Preconstruction

20 Years of Experience

From conceptual estimating all the way through final construction documents, Jay is a detailed professional providing the most value and quality to the estimating process. He leads a collaborative preconstruction team that delivers budgets, cost management, and estimating services that focus on each component of a project. He has worked on projects of all sizes and scope is innovative in his approach to finding cost saving solutions. Jay will office out of MCL Construction headquarters for the duration of this project.

## Projects

- Jewish Community Center Omaha Pool Remodel and Splash Pad - Omaha, NE
- Gretna Crossing YMCA and Outdoor Aquatic Center - Gretna, NE
- Regency HOA Pool Renovation - Omaha, NE
- Omaha Country Club Pool Remodel - Omaha, NE
- Field Club Omaha Pool Remodel - Omaha, NE
- Creighton University School of Dentistry - Omaha, NE
- Creighton Werner Health Science Building - Omaha, NE
- University of Nebraska at Omaha Biomechanics Lab - Omaha, NE
- University of Nebraska at Omaha Biomechanics Lab Addition - Omaha, NE
- UNMC Ice Rink - Omaha, NE
- Nebraska Medicine - Integrated Service Center - Omaha, NE
- UNMC Munroe-Meyer Institute for Genetics and Rehabilitation - Omaha, NE

## EDUCATION

**B.S. - Construction Engineering Technology**
University of Nebraska-Omaha
Omaha, NE

## CERTIFICATIONS

LEED AP BD+C

## AFFILIATIONS

**NSHE** - Nebraska Society of Healthcare Engineering - *Member*
**USGBC** - Flatwater Chapter
WASTECAP Accredited Professional in Debris Recycling

## References

**Andrew Balus, Director of Project Management**
University of Nebraska Medical Center
987100 Nebraska Medical Center
Omaha, NE 68198
402-559-9541
andrew.balus@unmc.edu

**Mark A. Latta DMD, MS, Professor**
Creighton University School of Dentistry
2109 Cuming St
Omaha, NE 68102
402-280-5061
mlatta@creighton.edu

**Nate Gieselman, AIA, Partner**
RDG Planning and Design
1302 Howard St, Omaha, NE 68102
402-449-0857
ngieselman@rdgusa.com



MCL construction | the people you build with

# Trever Roberts

Senior Preconstruction Lead

25 Years of Experience

Trever's ability to think creatively and plan for the unexpected helps him establish accurate cost estimates free of surprises. He will be responsible for leading preconstruction activities for the project including establishing the budget creation and updating the estimate throughout the preconstruction process, ultimately establishing the GMP.

## Projects

** Indicates Work Completed With a Different Firm*

- Gretna Crossing YMCA and Outdoor Aquatic Center - Gretna, NE
- Nebraska City Water Park - Nebraska City, NE *
- Champions Run Pool and Splash Park Remodel - Omaha, NE
- Munroe-Meyer Institute for Generics Rehabilitation Pool - Omaha, NE
- Gretna High School - Gretna, NE
- Boys Town School - Omaha, NE
- Creighton Werner Health Sciences - Omaha, NE
- Children's Physicians La Vista - La Vista, NE
- Gretna Middle School - Gretna, NE
- Boys Town Great Hall - Omaha, NE
- Children's Physicians Sioux City - Sioux City, IA
- Gretna Crossing Ball Fields - Gretna, NE
- Methodist Jennie Edmundson Cath Lab and Bronch Remodel - Omaha, NE
- Union Pacific Innovation Campus - Omaha, NE
- UNMC Dentistry Clinic - Omaha, NE
- UNK/UNMC Health Sciences Education Center 2 - Kearney, NE
- Fusion Medical Staffing - Omaha, NE
- NE Med Pharmacy - Omaha, NE
- UNK Library Remodel - Kearney, NE
- Wahoo Public School - Wahoo, NE
- Papillion La Vista South High School – Papillion, NE

## EDUCATION

**B.S., Construction Management**
**Associate, Computer Aided Drafting and Design**
ITT Technical Institute
Omaha, NE

## CERTIFICATIONS

10 HR OSHA Training
MSHA
Certified Welder
Certified Boom Style Man Lift Operator
Certified Forklift Operator

## COMMUNITY INVOLVEMENT

Volunteer firefighter in Manhattan Kansas
Habitat for Humanity

## References

**Travis Lightle, Superintendent**
Gretna Public Schools
11717 S. 216 St.
Gretna, NE 68028
402-332-3265
tlightle@gpsne.org

**Chad Beeson, President**
Rainwood Development Partners
10340 N 84th St.
Omaha, NE 68122
402-980-9862
cbeeson@rdpne.com

**Heather Whitaker, Sr. Technical Project Manager**
Boys Town
14100 Crawford Street
Boys Town, NE 68010
531-355-1063
heather.whitaker@boystown.org



MCL construction | the people you build with

# Rich Woodson, PE

Engineering Integration/ Sustainability Manager

25 Years of Experience

Rich brings over 25 years of experience as a consulting engineer. Rich and his team will be responsible for MEPT quality control through every phase of the project. They will be a tool in proactive planning for a successful construction process and the longevity of your project. He will also lead the team in implementing sustainable practices into the project such as waste diversion and carbon reduction. Rich will office at MCL Construction headquarters while conducting regular site visits through construction.

## Projects

** Indicates Work Completed With a Different Firm*

- Gretna Crossing YMCA and Outdoor Aquatic Center - Gretna, NE
- Kearney Indoor Sports Complex - Kearney, NE
- UNMC Ice Rink Replacement - Omaha, NE
- Coastal Orthopedics (East) - Bradenton, FL *
- Oak Orthopedics – Bourbonnais, IL *
- Pediatric Specialty Center – Cedar Park, TX *
- Methodist Jennie Edmundson - Cath Lab Renovation - Omaha, NE
- MGI Clinic Remodel - Omaha, NE
- Fusion Medical Staffing - Omaha, NE
- Union Pacific Headquarters - Data Center - Omaha, NE *
- Gretna East High School - Gretna, NE
- Gretna Middle School - Gretna, NE
- Creighton University Werner Health Science Education Center - Omaha, NE
- Boys Town Education Center - Omaha, NE
- Skutt Performing Arts Center - Omaha, NE
- Metropolitan Utilities District - Operations Center Renovation - Omaha, NE
- Metropolitan Utilities District - CC1 and CC2 - Omaha, NE

## EDUCATION

**B.S. - Architectural Engineering**
Kansas State University
Manhattan, Kansas

**Associates Degree - Architectural Engineering**
Southeast Community College
Sioux Falls, South Dakota

## CERTIFICATIONS

Licensed Professional Engineer

## AFFILIATIONS

**ASHE** - American Society for Healthcare Engineering - *Member*
**NSHE** - Nebraska Society of Healthcare Engineering - *Member*
**ASHRAE** - Nebraska Chapter President - *2008-2009*
**Nebraska Recycling Council** - *Board Member*

## References

**Jeramie Cobb, Director**
**Real Estate Facilities**
Union Pacific Railroad
1400 Douglads St.
Omaha, NE 68179
402-544-8638
jeramie.cobb@up.com

**Jim Church, Senior Vice President**
BBL Construction Services
302 Washington Ave.
Albany, NY 12203
518-452-8200
jchurch@bblinc.com

**Shaun Nienhueser, PE – Mechanical Section Manager**
HDR
1917 S 67th St.
Omaha, NE 68106
402-885-1821
shaun.nienhueser@hdrinc.com



MCL construction | the people you build with

# Winsley Durand

*Senior Director of Community and Economic Inclusion*

28 Years of Experience

Winsley is a dynamic and results-oriented Economic Inclusion Coordinator with a proven track record of promoting diversity, equity, and inclusion within construction projects. Leveraging 13 years of experience in community engagement, he has proven methods to developing and implementing strategies to increase opportunities for underrepresented groups in the construction industry. He is proficient in fostering partnerships with local communities, contractors, and government agencies to ensure economic empowerment and sustainable growth.

## Projects

- The Highlander project by Seventy-Five North – Omaha, NE
- MCC Fort Omaha Campus CATE Building – Omaha, NE
- MCC Fort Omaha Campus Construction Trades Building – Omaha, NE
- MCC South Campus Automotive Trades Building – Omaha, NE
- Creighton School of Dentistry – Omaha, NE

## Awards

- City of Omaha - Aspire to Inspire MLK Jr. Award (2022)
- Gold Award for Equity & Inclusion Programs Communities over 500,000 - IEDC 2020
- African-American Leadership Award in Business - Urban League of Nebraska
- Men of Courage Award - Black Men United (2019)
- Omaha's 40 Under 40 (2008)
- Great Plains Minority Supplier Development Council - Advocate of the Year (2007)

## EDUCATION

**B.S. Marketing**
Southern University and A&M College
Baton Rouge, LA

## CERTIFICATIONS

International Economic Development Coursework (IEDC) - *Instructor, 13 years*
Advanced Economic Development Leadership Program
EDMP (Economic Development Master Practitioner)
University of Nebraska at Omaha/NBDC

## COMMUNITY INVOLVEMENT

**Special Education** - *Council Bluffs Community School District* - *Volunteer*
**ACE Mentoring** - *Founding Member*
**International Council of Shopping Centers** - *Operations Chair*
**Urban League of Nebraska** - *Executive Committee Member*
**Habitat for Humanity** - *Board Member*

## References

**Jim Reiff, *Executive Director***
Nebraska Enterprise Fund
2112 North 30th Street, Suite 103
Omaha, NE 68111
402-575-8208
jimr@nebbiz.org

**Stan Horrell**
***Director, Campus Planning and Sustainability***
Metropolitan Community College
9110 Giles Rd, La Vista, NE 68128
531-622-2532
shorrell@mccneb.edu

**Christian Espinosa**
***Deputy Director – Human Rights and Relations***
City of Omaha
1819 Farnam Street, Suite 502
Omaha, NE 68183
402-444-5052
Christian.espinoza@cityofOmaha.com



# 4 PROPOSED FEE

*4. Proposed fee structure including:*

- *Fixed percent profit margin*
- *Anticipated monthly overhead cost per month*
- *Any other notes relating to project cost on project*

| | General Conditions | |
|---|---|---|
| E01 | Field Engineer Labor | $ 222,603.00 |
| E02 | Field Engineering Equipment & Supplies | $ - |
| E03 | Field Project Office | $ 90,135.00 |
| E04 | Temporary Fire Extinguishers & Safety Equipment & Labor, Training/Hats | $ 29,310.00 |
| E05 | Office Furniture | $ - |
| E06 | Office Supplies | $ 1,250.00 |
| E07 | Postage/Federal Express/Courier Services | $ 71,452.00 |
| E08 | Miscellaneous Document Printing | $ 2,500.00 |
| E09 | Copy Machine and Paper | $ 7,125.00 |
| E10 | Office Equipment | $ - |
| E11 | Telephone and Fax Services | $ 2,375.00 |
| E12 | Janitorial Services | $ - |
| E13 | Construction Clean Up | $ 118,624.00 |
| E14 | Miscellaneous Small Tools and Consumables | $ 9,720.00 |
| E15 | Vehicle Rent | $ - |
| E16 | Vehicle Fuel, Maintenance and Repair | $ - |
| E17 | Vehicle Insurance | $ - |
| E18 | Total Project Risk Builders Insurance | $ 27,750.00 |
| E19 | General Commercial Liability Insurance with Owner/ Architect Protection | $ - |
| E20 | All Other Insurance in Addition to CGL Required (Describe) | $ - |
| E21 | Construction, Equipment Freight & Insurance Charges | $ 85,350.00 |
| E22 | Independent Testing & Inspection | $ - |
| E23 | Security Fencing and Night Security | $ 25,000.00 |
| E24 | Final Clean Up | $ 65,000.00 |
| E25 | Special Testing Equipment Rentals | $ - |
| E26 | Travel | $ - |
| E27 | Temporary Sanitary Facilities | $ 22,500.00 |
| E28 | Barricades, Protection, Runs, Safety Rails | $ - |
| E29 | Equipment Trailer | $ 3,750.00 |
| E30 | General Handling & Hoisting, Fuel & Maintenance | $ 135,450.00 |
| E31 | Dumpsters (Excludes Demo, Masonry, Drywall) | $ 40,300.00 |
| E32 | Computers | $ - |
| E33 | Contractor Bond | $ 340,750.00 |
| E34 | Contractor Insurance (Including Workmen's Comp) | $ - |
| E35 | Project Sign/ Job Signs/ Photos | $ 8,098.00 |
| E36 | Two Way Radios | $ - |
| E37 | Power Consumption | $ 221,350.00 |
| E38 | Water Consumption | $ 22,125.00 |
| E39 | Climate Protection | $ 32,064.00 |
| E40 | Additional General Conditions | $ 114,120.00 |
| **E41** | **Total General Conditions** | $ 1,698,701.00 |
| E45 | Insurance Rate Modifier | 0.65 |

| | General Conditions | |
|---|---|---|
| 1 | Open Space (360 degree photo documentation) | $ 15,000.00 |
| 2 | Procore Job Management Software | $ 99,120.00 |
| 3 | | |
| 4 | | |
| 5 | | |
| 6 | | |
| 7 | | |
| 8 | | |
| 9 | | |
| 10 | | |
| 11 | | |
| 12 | | |
| 13 | | |
| 14 | | |
| 15 | | |
| 16 | | |
| 17 | | |
| | Total Additional General Conditions | $ 114,120.00 |

| | Quantity | Months | Monthly Rate | Total |
|---|---|---|---|---|
| Project Manager | 1 | 25 | $ 23,828.32 | $ 595,708.00 |
| Superintendent | 1 | 25 | $ 20,567.92 | $ 514,198.00 |
| Assistant Superintendent | 1 | 17.5 | $ 15,760.29 | $ 275,805.00 |
| Project Engineer | 1 | 25 | $ 12,653.24 | $ 316,331.00 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| Sub-total On-Site Field & Office Staff Cost | | | | $ 1,702,042.00 |

| Item # | Item/Desciption-Fees | Construction Manager at Risk Fees |
|---|---|---|
| A | Preconstruction Fees - lump sum | $ 15,000.00 |
| B | Construction Services Percentage | 2% |
| | Construction Budget Amount | $ 55,474,761.76 |
| | Extended Fee - % x Budget Amount | $ 1,109,495.24 |
| C | Field & Office Staff Cost (From Form E-3) | $ 1,702,042.00 |
| D | General Conditions - Lump Sum (From Form E-1) | $ 1,698,701.00 |
| | Total Cost = (Preconstruction + Construction Services + Field & Office Staff + General Conditions) = Proposal Amount for Construction Manager-at-Risk Services | $ 60,000,000.00 |



# 5 REFERENCES



Gretna
THE GREAT LIFE

**Paula J. Dennison, ACIP**
*City Administrator*

Gretna Crossing YMCA and Aquatics Park

402-681-3017

paula@cityofgretna.com

204 N. McKenna Ave; PO Box 69
Gretna, NE 68028

Regency

**Joe O'Connor**
*Project Representative*

Regency Home Owners Association Pool

402-203-5400

Joeoconnor1979@gmail.com

606 Regency Pkwy, Omaha, NE 68114

Champions Run

**Andy Reetz**
*CEO/GM*

Champions Run

402-498-2254

areetz@championsomaha.com

13800 Eagle Run Dr, Omaha, NE 68164

University of Nebraska Medical Center
BREAKTHROUGHS FOR LIFE

**John Poulicek**
*Project Manager*

Munroe-Meyer Institute for
Genetics Rehabilitation Pool

402-559-3148

john.poulicek@unmc.edu

987100 Nebraska Medical Center
Omaha, NE 68198

Attachment B



# 1 FINANCIAL RESOURCES

1. *The financial resources of the design-builder or construction manager to complete the project.*

   a. *Management methodology and management plan as it relates to this project*

MCL Construction is willing to approach the project in any way the owner prefers. However, based on experience we would propose to manage as many vendors as possible under our contract. This will help MCL Construction manage the payment, procurement and scheduling process more efficiently. Single management of vendors and materials helps create clear paths of communication and direct management of the schedule and overall project budget.

   b. *Firm's financial profile and resources available*

fnic Trusted insurance advisors

June 20, 2024

City of Bellevue
1500 W. Wall Street
Bellevue, NE 68005

**RE: Meyers-Carlisle-Leapley Construction Company, Inc. dba MCL Construction**
**The Bellevue City Water Park**

To Whom It May Concern:

Please be advised that Meyers-Carlisle-Leapley Construction Company, Inc. has been a long term, valued bond client of FNIC and Western Surety Company. We have the utmost confidence and respect for this fine organization.

Western Surety Company is an A rated company and part of CNA Surety. Current bonding limits are $150 million per project and $300 million aggregate. We are aware of the above referenced project and will provide the required bond support if Meyers-Carlisle-Leapley is awarded the contract. Please keep in mind that any commitment to provide any bonds requires a complete review of the contracts and specifications. Please feel free to call Justin Tomlin at 402-861-7199 if you have any questions.

Sincerely,

Maura P Kelly

Maura P. Kelly
Attorney-in-Fact



# 2 PROPOSED PERSONNEL

***2. The ability of the proposed personnel of the design-builder or construction manager to properly perform the work required.***

***a. Recent, relevant project experience and overall capabilities.***

***i. Project administration staff***

***ii. Field staff***

See project team resumes starting on page 4.

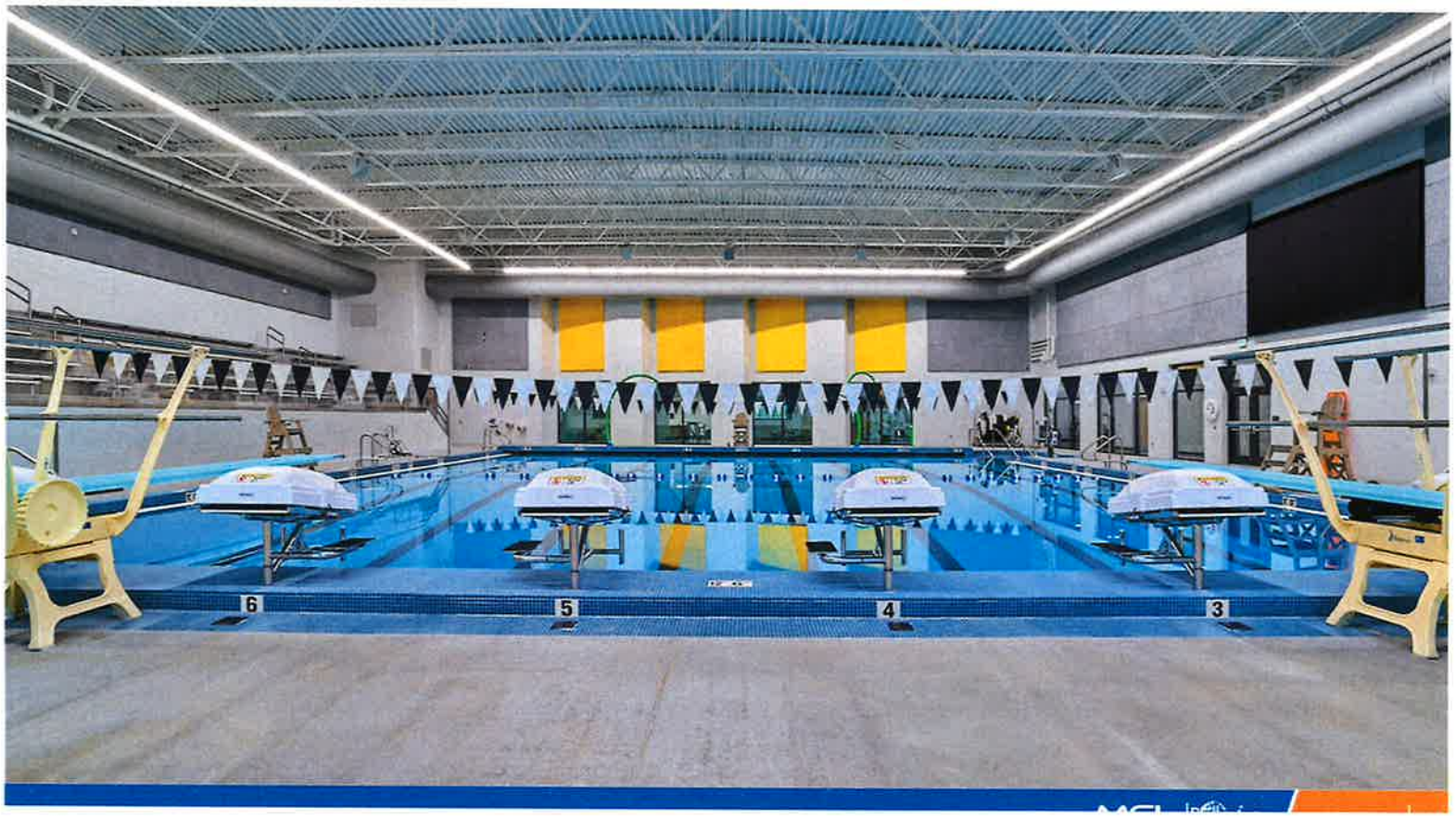
***b. Detail plans to provide personnel and capacity where there are gaps in construction manager's existing resources***

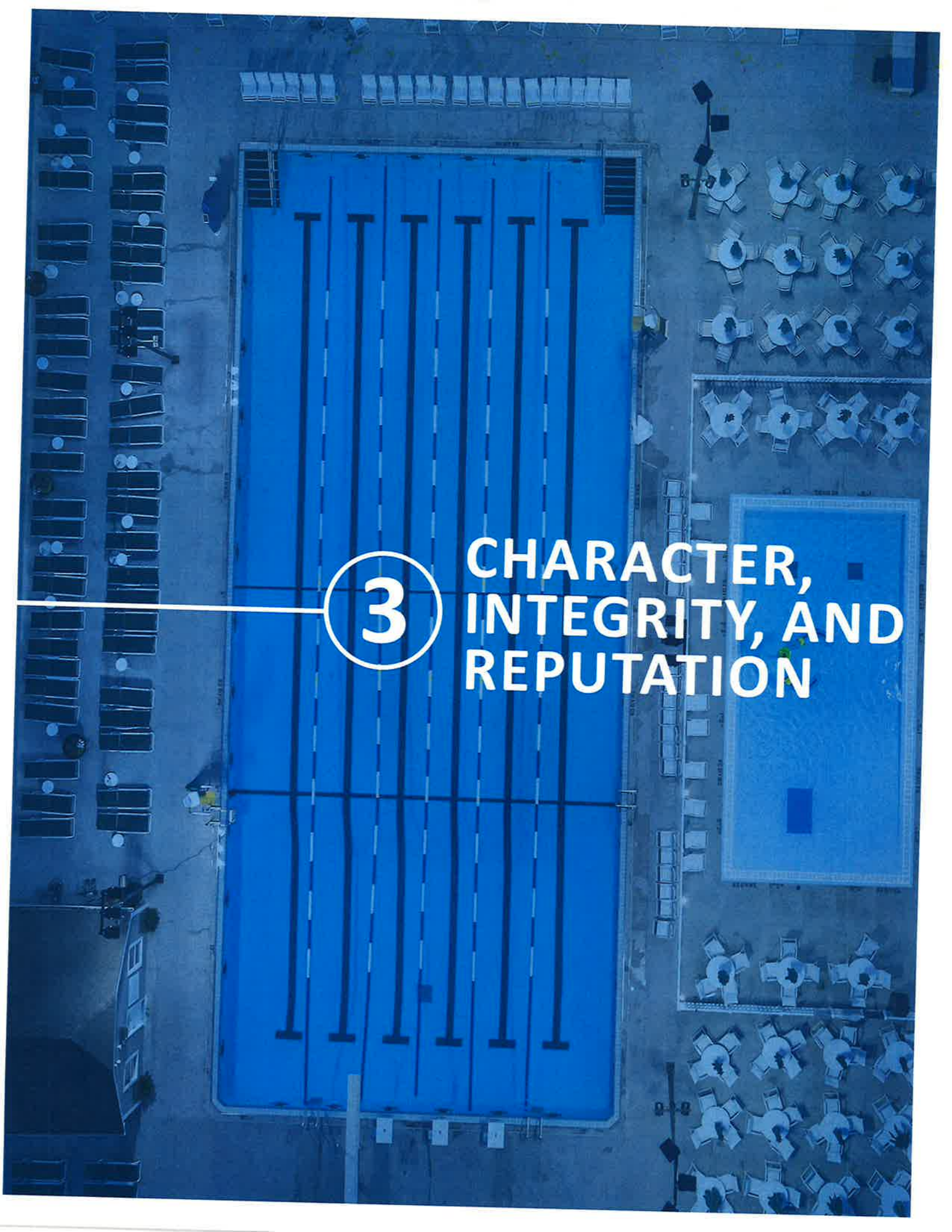
MCL Construction combats gaps in resources on every project we manage with our strategic approach to project management. Early engagement in your project enables our team to devise a schedule and plan based off subcontractor input and current resources. It is a thought out approach that provides appropriate personnel and capacity so there are never gaps in existing resources, ensuring the successful completion of construction projects on time and within budget.

We do this by assessing the following:

- Evaluate the existing personnel, equipment, and other resources available to the construction manager.
- Identify areas where there are deficiencies or gaps in resources.
- Once the gaps are identified and prioritized, develop a comprehensive resource plan to address them including hiring additional personnel, establishing a procurement plan, and budget allocation plans.

MCL Construction continuously monitors this plan through construction by soliciting feedback and making adjustments as necessary.





# 3 CHARACTER, INTEGRITY, AND REPUTATION

### 3. The character, integrity, reputation, judgment, experience and efficiency of the design-builder or construction manager.

#### a. Timely payment of invoices to subcontractors and suppliers

MCL Construction is a pay when paid contractor. MCL Construction pays subcontractors 90% of their monthly estimate provided all conditions of the subcontract have been met and when project owner has paid MCL Construction for the value of the work, labor, and materials incorporated into the project at that point in time. MCL Construction pays suppliers 100% monthly for all materials satisfactorily delivered and accepted at the designated location for the prior month upon receipt of payment from the project owner. MCL Construction processes final payments to subcontractor's and suppliers within ten days after receiving final payment for the project from the owner.

#### b. Project default record from failure to complete work

MCL Construction has never failed to complete work.

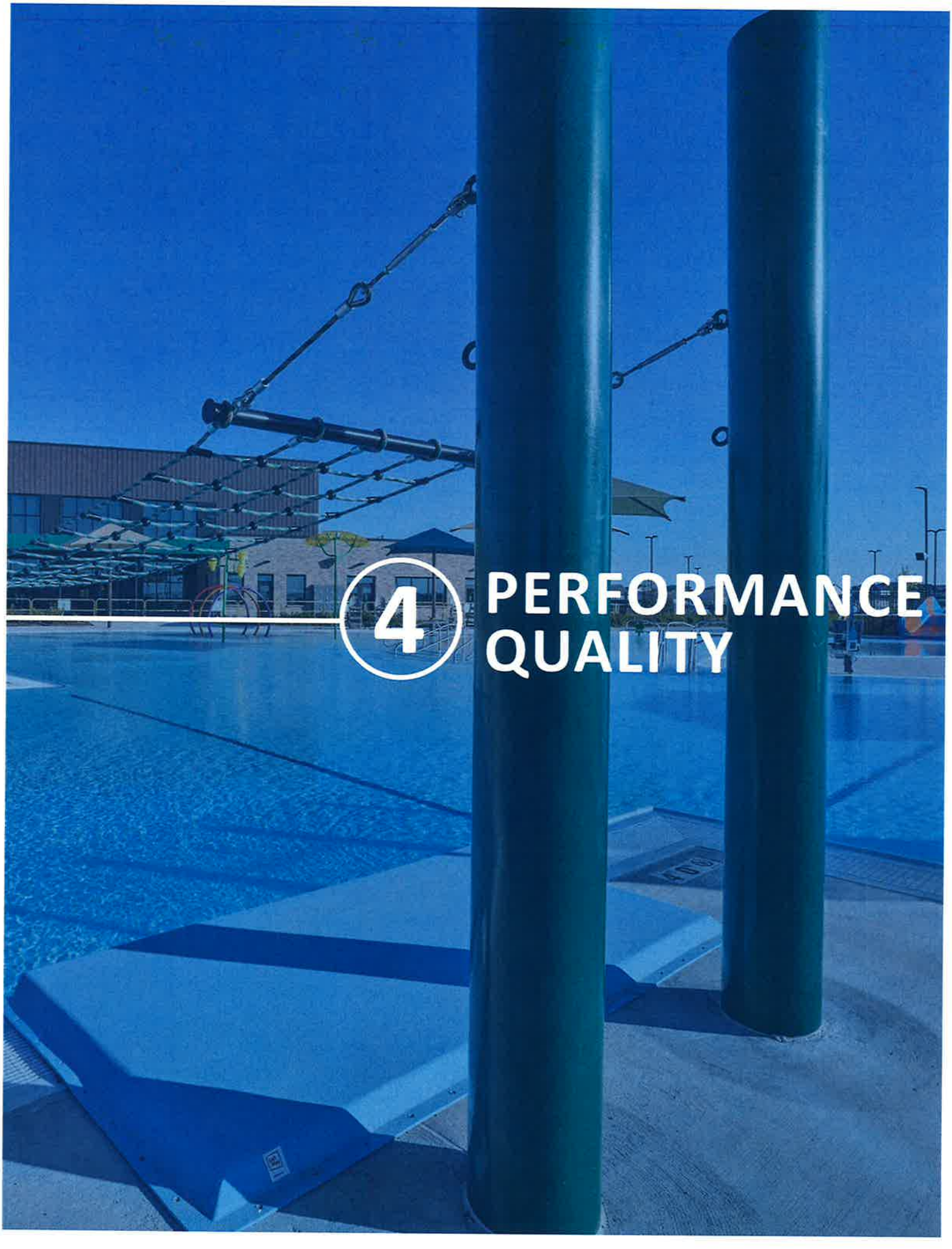
#### c. Liquidated damages from failure to complete on time

A great project stays on schedule through a collaborative process with all project partners. At MCL Construction we are not opposed to liquidated damages, but believe they are not necessary. As your construction manager at risk our reputation and lasting partnership with Bellevue is on the line. We hold ourselves accountable to meeting your schedule needs and being not only the people you build with, but the people you want to build with. Once selected we look forward to engaging in further discussions on the topic.

#### d. Timely payment of invoices to subcontractors and suppliers

Reference 3.a. above.





# 4 PERFORMANCE QUALITY

*4. The quality of the performance of the design-builder or construction manager on previous projects, particularly projects similar in type and size.*

*a. Past experience with similar projects*

See following pages for similar projects.

*b. Trade references and past client satisfaction*

**THE WALDINGER CORPORATION**

**Tim Drake**
*Project Manager*

The Waldinger Corporation

531-444-9775

tim.drake@waldinger.com

8802 South S 121st St, La Vista, NE 68128

**New Wave Pools & Spas, Inc.**

**Darcy Schatz**
*Owner/President*

New Wave Pools and Spas Inc.

402-672-6484

darcy@newwavepoolsspas.com

13312 Giles Rd, Omaha, NE 68138

**MILLER Electric Co.**

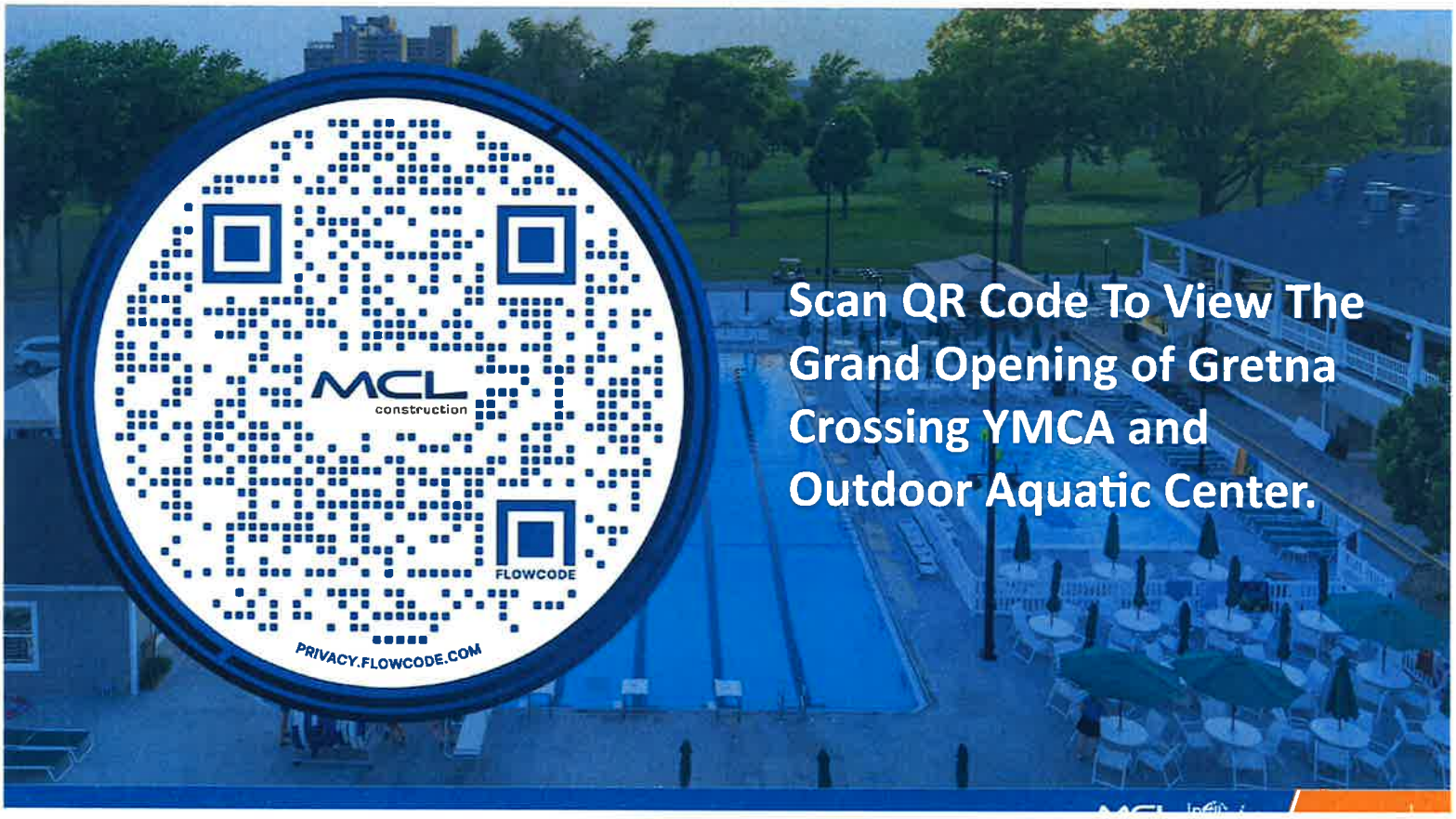
**Charlie Graeve**
*Custom Commercial Operations Manager*

Miller Electric Company

402-341-6479

charlie.graeve@millerelect.com

2501 Saint Marys Avenue
Omaha, NE 68105



Regency Homes Association
606 Regency Parkway
Omaha, NE 68114
June 13, 2024

To Whom it May Concern:

We had the pleasure of working with MCL on our Pool and Clubhouse renovation for Regency Homes Association (RHA). This project was a complete pool and clubhouse renovation that took approximately one year. The project was a Construction Manager at Risk (CMAR) contracted project. RHA has a volunteer Board that oversaw the A/E and MCL.

The project was on a tight timeline, starting construction in August, 2023 and a move in date of Memorial Day, 2024. The Board's goal was to not miss a swim season and have the clubhouse ready at the same time.

The MCL team was professional, helpful and communicated widely throughout the entire project. We worked as a team throughout the entire project-full coordination with the A/E and owner. The contract mechanism was unfamiliar to RHA. The MCL team helped us not only understand but also showed us how to get the most out of the contract. As a result of thorough preplanning, efficient managing of contractors and sufficient contingencies built into to price, we were able to add back many items we thought would not be possible when we began the project. The MCL team went the extra mile to ensure the project went smoothly and assisted RHA on all aspects of the project. The project came in below budget and ahead of schedule.

A team atmosphere was present throughout the project. We met every week and had professional, concise updates. When issues came up, we were notified immediately and given sound and researched recommendations on how to proceed. The team went out of their way to assist us in getting this project not only to completion but better than we had hoped. The entire team focused on problem resolution and not trying to place blame on any of the parties. This created a very "can do" and collegial environment.

We highly recommend MCL. They have an outstanding staff with great interpersonal and professional skills. The Team was wonderful to work with and would be our first choice for any future projects.

Should you have any questions or would like to discuss details of our project please call either Joe O'Connor or Katie Schenk at 402-203-5400 or 402-301-3071.

Sincerely,

Joe O'Connor and Kathryn Schenk
On behalf of RHA Board

CHAMPIONS RUN

13800 Eagle Run Drive • Omaha, Nebraska 68164
Phone (402) 498-8900 • Golf Shop (402) 498-8989 • Fax (402) 498-2998
www.championsomaha.com

To whom it may concern:

Re: Recommendation for MCL Construction

I want to thank Bob Carlisle, Tony Fucinaro, Josh Dinsmore along with the entire team at MCL Construction for their commitment and partnership with Champions Run, Stone Creek and Eagle Run golf courses.

Beginning in 2017 we have called MCL Construction our "General Contractor" as they have built and continue to manage several projects for all our operations. Here is a summary of recent projects:

- 2017 - Champions Run Sports Complex
  - Installed Splash Park
  - Renovated and Expanded Fitness Center & Locker Rooms
  - Design/Built Outdoor Bar Area
- 2019 - Stone Creek Golf
  - Built New Clubhouse and Parking Lot
  - Installed Golf Simulators
- 2020 – Champions Run Clubhouse
  - Renovation of Main Clubhouse including:
    - Restaurant
    - Banquet Facilities
    - Restrooms
    - Lobby and Vestibules
- 2021 – Eagle Run
  - Repaired Golf Course Bridges
- 2021 – Champions Run
  - Complete Renovation of New Prep Kitchen
- 2022 – Champions Run
  - Renovated Pavilion Hallway
  - Expanded Pool Deck and Built Cabanas
- 2023 – Champions Run
  - Renovation of Golf Pro Shop

We have found MCL Construction to be very committed to staying on schedule and meeting our budget expectations, which is never easy with the ever-changing Nebraska weather. We appreciate the level of professionalism and the partnership we have with MCL Construction, and I highly recommend them for any project. Feel free to call me at 402-540-2254 if I can provide any details.

Sincerely,

Andy Peetz
CEO/General Manager
Champions Run



# Gretna Crossing YMCA and Outdoor Aquatic Center

Though successful management of the project budget, MCL Construction was able to work owner wish list items they wanted but feared would not fit into their budget. Those items included: an outdoor pool climbing wall, acoustical panels, landscaping, custom wallcovering, ornamental fencing and glass railings, and upgraded commercial grade laundry units. In addition to adding this scope at no added cost, MCL Construction returned $2,825,614.

Wishlist items that the client was able to get included in the project with underruns include:

- Outdoor pool climbing wall
- Acoustical panels
- Landscaping
- Irrigation
- Custom wallcovering
- Ornamental fencing and glass railings
- Upgraded commercial grade laundry units

**LOCATION**
12358 S 208th Avenue Gretna, NE 68028

**START DATE**
October 2021

**ORIGINAL COST**
$37,895,614

**COMPLETION DATE**
September 2023

**FINAL COST**
$35,070,000 *

**DELIVERY METHOD**
Construction Manager at Risk

** 100% savings returned to Gretna.*

## TEAM EXPERIENCE



**Brian Dembowski**
***Senior Project Manager***



**Jay Potter**
***Dir. of Preconstruction***



**Ted Horacek**
***Superintendent***



**Trever Roberts**
***Preconstruction Lead***



**Rich Woodson**
***Engineering Integration/ Sustainability Mangaer***

## OWNER CONTACT


**Paula J. Dennison, AICP**
***City Administrator***
City of Gretna
204 N McKenna Ave, Gretna, NE 68028
paula@cityofgretna.com
402-681-3017



# JCC Indoor Aquatics Park

MCL Construction expanded the indoor aquatics space at the Jewish Community Center with a renovation of their existing 6,200 square foot lap pool and built a brand-new 8,800 square foot indoor water park that features a kid pool, water slides, lazy river, shallow play area, pool equipment storage, and laundry room.

**LOCATION**
333 S. 132 St Omaha, NE 68154

**START DATE**
April 2019

**ORIGINAL COST**
$5,000,000

**COMPLETION DATE**
January 2021

**FINAL COST**
$11,000,000 *

**DELIVERY METHOD**
Construction Manager at Risk

** Budget represents a comprehensive project that renovations to the fitness center. Additionally, once selected for the project, the JCC added substantial scope to the project totaling $6,876,324. The aquatics project turned into a facility-wide renovation and addition project.*

## TEAM EXPERIENCE



**Ted Horacek**
***Superintendent***



**Jay Potter**
***Dir. of Preconstruction***



**Rich Woodson**
***Engineering Integration/ Sustainability Mangaer***



**Trever Roberts**
***Preconstruction Lead***

## OWNER CONTACT

**Phil Malcom**
***Chief Operating Officer***
Jewish Federation of Omaha
333 S 132nd St, Omaha, NE 68154
pmalcom@jewishomaha.org
402-590-2153



# Salvation Army Kroc Center

MCL Construction completed a renovation and addition project at the Salvation Army Kroc Center that expanded resources to community members and created a welcoming space for entertainment, leisure, and wellness.

Included in the project were renovations to their existing indoor aquatics space and the addition of a massive tower waterslide that takes users in and outside the building before dropping swimmers into the pool. The pool itself features a lap pool, splash pad with various water features including slides, zero entry pool, and shallow pool for volleyball or other recreational activities.

**LOCATION**
2825 Y St, Omaha, NE 68107

**START DATE**
July 2016

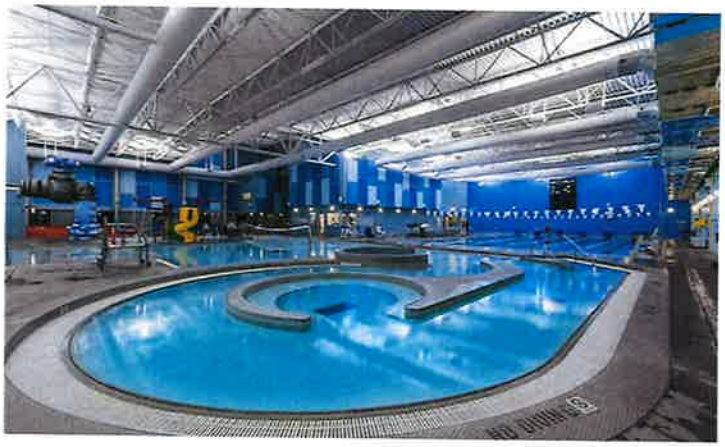
**ORIGINAL COST**
$6,535,428

**COMPLETION DATE**
December 2017

**FINAL COST**
$7,647,073 *

**DELIVERY METHOD**
Guaranteed Maximum Price

** Owner added the waterslide during construction which increased the overall budget.*



## OWNER CONTACT


**Major Todd Thielke**
***ARC Command Secretary for Marketing and New Store Development***
The Salvation Army USA Central Territory
5550 Prairie Stone Pkwy, Hoffman Estates, IL 60192
402-905-3511
todd_thielke@usc.salvationarmy.org



# Munroe-Meyer Institute for Genetics Rehabilitation Pool

The Munroe-Meyer Institute for Genetics Rehabilitation Replacement project consisted of complete interior demolition and an addition to create an inclusive space for individuals living with disabilities. In addition to the 202,992 square feet of completely demolished and reconstructed treatment and rehabilitation space, MCL Construction completed 17,463 square feet of a new aquatic and gymnasium space in a 14-month timeline.

## The Pool

The pool scope of the project included a lap pool, splash pad, and warm therapy basin. The main pool is a full length lap pool with a circular slide, volleyball net, and basketball hoop. The indoor splash park include a variety of water play features including dump buckets and fountains. The warm therapy basin is an elevated therapy pool that includes a seating area and overhead chair lift. The space itself features acoustical decorative ceiling to resemble clouds and a decorative resilient tile flooring for water absorption and impact resistance. It includes a floor to ceiling glass curtain wall to allow natural light into the space. MCL Construction knew design integrity and key elements of the Munroe-Meyer brand needed to be incorporated into the project while respecting the original budget. MCL Construction was able to propose and price over 140 options totaling $5.3 million in potential savings while remaining on a strict schedule.

**LOCATION**
6902 Pine St. Omaha, NE 68106

**START DATE**
September 2019

**ORIGINAL COST**
$40,233,600

**COMPLETION DATE**
January 2021

**FINAL COST**
$40,233,600 *

**DELIVERY METHOD**
Construction Manager at Risk

** Our team creatively managed the budget throughout the project and scheduled seven different givebacks to UNMC. This allowed a total of $2,374,000 to be recaptured and additional scope added to the project with zero change to the budget.*



## OWNER CONTACT


**John Poulicek**
***Construction Project Manager***
Munroe-Meyer Institute for Genetic Rehabilitation
6902 Pine St, Omaha, NE 68106
john.poulicek@unmc.edu
402-599-3148



# Regency Pool

MCL Construction was selected to manage a complete renovation and upgrade of the pool, kid pool, and clubhouse in Regency. The project consisted of completely demolishing the existing kid pool, small pool house, and pool deck around the pool. Building back the space included new filtration piping, gutter boxes, all new pool piping from the pool equipment room to the pool and around to the wall inlets and gutter boxes, and a new pool deck trench drainage system.

Our team installed a new dive stand, new stair entrance and exit into the pool, and a new pool liner over the existing plaster pool surface. The new pool deck and pool area wall featured a new black finish coated vertical rail fence with new entrance gates. Also included was a new 12'x40' Pool House that housed three ADA restrooms with a shower and a concession stand. We also replaced all mechanical equipment in the existing mechanical equipment room with new, high efficiency equipment and glycol heating system.

**LOCATION**
606 Regency Pkwy Omaha, NE 68114

**START DATE**
August 9, 2023

**ORIGINAL COST**
$5,183,978

**COMPLETION DATE**
June 6, 2024

**FINAL COST**
$5,160,986

**DELIVERY METHOD**
Guaranteed Maximum Price

## TEAM EXPERIENCE



**Ted Horacek**
***Superintendent***



**Rich Woodson**
***Engineering Integration/ Sustainability Mangaer***

## OWNER CONTACT

**Katie Schenk**
***Board Member***
Regency Home Owner's Association
606 Regency Pkwy
kate.m.schenk@gmail.com
402-301-3071



# Champions Splash Park

The Splash Park at Champions consisted of a complete demolition of the existing pool deck and kid pool. The new splash park includes a play structure featuring three water slides, two staircases, a bridge, two dozen spray features, and a 400-gallon dump bucket. Ground features include trench/area drains, surge pit, backwash pit, associated piping, pumps, filter, and other equipment. The area surrounding the play structure has three water guns, three 20' foot tall spraying palm trees, and various ground spray features.

The plumbing system servicing the play structure and ground features consisted of three underground concrete pits adjacent to the splash park. The equipment pit houses a recirculation pump, play structure pump, and ground feature pump, along with chemical feeders, chemical controllers, VFDs, and other equipment. The surge pit holds 10,000-gallons of water and supplies all three splash park pumps as well as collects water from the trench and area drains at the splash park. A sump pump in the backwash pit pumps water from the filter backwashing process to the sanitary sewer.

**LOCATION**
13800 Eagle Run Dr., Omaha, NE 68164

**START DATE**
July 2018

**ORIGINAL COST**
$1,795,927

**COMPLETION DATE**
April 2019

**FINAL COST**
$1,795,927

**DELIVERY METHOD**
Guaranteed Maximum Price



## OWNER CONTACT

**Andy Reetz**
***CEO/GM***
Champions Run
13800 Eagle Run Dr., Omaha, NE 68164
areetz@championsomaha.com
402-498-2254



# Field Club Pool

MCL Construction is currently renovating the pool and surrounding deck at the Field Club of Omaha. The deck project required removing the lawn on the south and west side of the pool and installing a new concrete deck with trench drains and ADA ramp.

Renovations to the existing pool consisted of sandblasting the main pool, repairing cracks, painting pool markings and target and depth markers, and installing new filters and pumps. MCL Construction also removed 20 inches off the top of the main pool walls to install a new stainless steel gutter system. Also included in the pool renovation was a new wading pool with zero entry.

**LOCATION**
3615 Woolworth Ave. Omaha, NE 68105

**START DATE**
April 2022

**ORIGINAL COST**
$982,350

**COMPLETION DATE**
May 2023

**FINAL COST**
$898,314

**DELIVERY METHOD**
Construction Manager at Risk

## TEAM EXPERIENCE



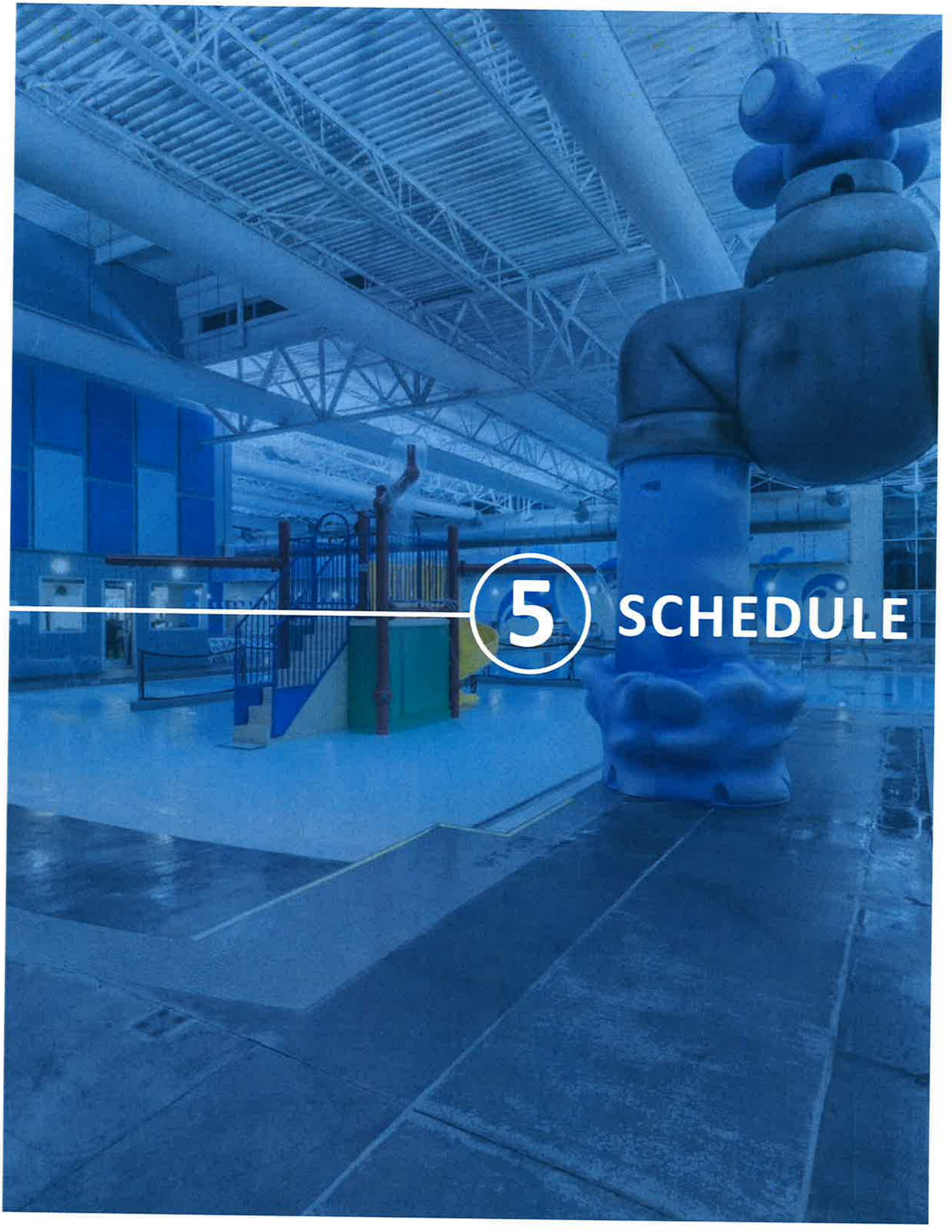
**Jay Potter**
***Dir. of Preconstruction***



**Trever Roberts**
***Preconstruction Lead***

## OWNER CONTACT

**Greg Gilg**
***General Manager***
Omaha Field Club
3616 Woolworth Avenue, Omaha, NE 68105
ggilg@fcomaha.org
402-345-6343



# 5 SCHEDULE

***5. The ability of the design-builder or construction manager to perform the work within the time specified.***

***a. Project approach and prospective timeline to reach substantial completion by the Summer of 2026***

The Master Schedule detailed below was a coordinated approach between the MCL project team, subcontractor input, and direct input from designated project partners including OpenAire. The comprehensive schedule outlines our team's approach for completing your project as efficiently as possible with the information provided. Once selected, MCL Construction looks forward to working with the City of Bellevue, American Resort Management, Holland Basham, and all project partners to finalize the schedule.

Our approach is reliant on strategic bid packages, early subcontractor onboarding and phased construction. MCL Construction plans to onboard a number of partners after the Design Development package is released in November 2024. These partners include but may not be limited to Whitewater West (Slide Tower and Aqua Play Structure), OpenAire (Envelope), Precast, Pool subcontractor, Complete Mechanical, Complete Electrical, Fire Sprinkler, Sitework and Utility subcontractors.

We spoke with Nick Potalivo of OpenAire to get a better understanding of their full scope of work, budget, timelines and lessons learned from past projects. OpenAire's design should be moving in step with HBA's design schedule, so they should have a Design Development deliverable ready in November 2024. When asked, Nick replied that it is not uncommon for OpenAire to release the full envelope for fabrication at the DD level. Given Nick's communicated 46week procurement for the envelope and 46-week timeline for full installation (structure, curtainwall, retractable roof), we will target releasing this at the DD level, which will translate to material delivering to the jobsite in fall 2025. With a 46-week install duration, this means our full envelope, including the retractable roof that will protect our Wet Area from weather for the remainder of the project, will be complete by early-mid summer 2026.

We also spoke with Jordanna Bower of Whitewater West to gain a better understanding of their scope of work, timelines and the extensive coordination that will be required to make this job a success. Whitewater will need approximately 32 weeks for design and engineering, which will be happening concurrently with HBA's design progression. Manufacturing has differing timelines for each feature (Slide tower, waterslides, AquaPlay features, etc.), so MCL has developed a schedule that targets capitalizing on the earliest available install for each feature when its respective area is ready. Due to the fact that Whitewater West's elements are so interconnected and integrated with the OpenAire envelope, this will also be a package we're targeting to release at the DD level.

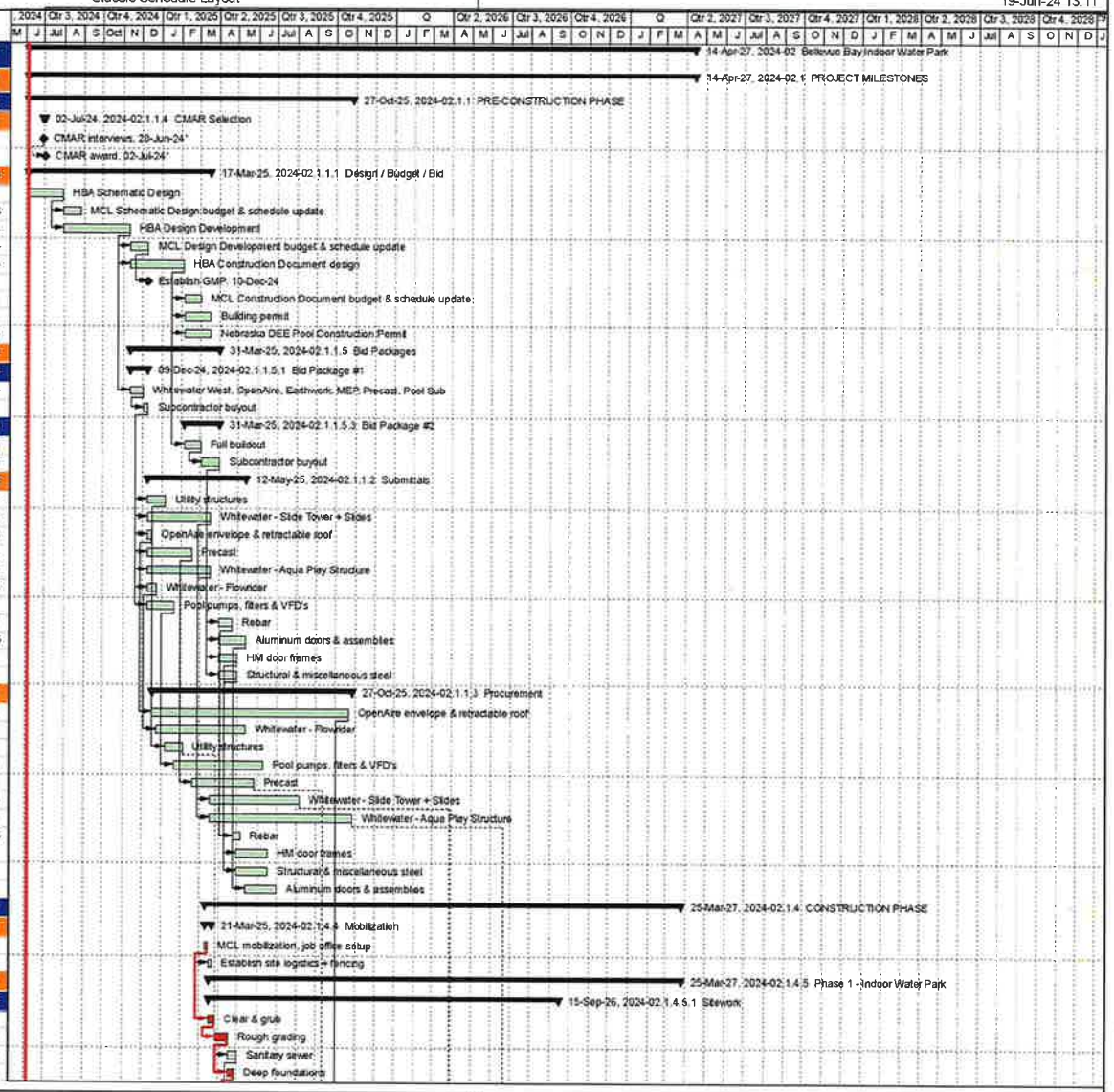
The early onboarding of additional key subcontractors such as Pool, Precast, Complete Mechanical and Electrical and Fire Sprinkler will enable the core contributors to this project to begin collaborating early, with the City of Bellevue gaining the benefit of design-assist services and individual expertise to ensure a top-quality facility will be constructed as efficiently as possible with fewer maintenance issues once in operation.

We will begin Wet Area envelope and Support Space foundations in spring 2025 and will be complete by mid-summer. The OpenAire envelope will not be on site yet, so our pool subcontractor will begin work on the Lazy River, as this will prove to be one of the most time-consuming features on the project. Pool work will proceed from one end of the building to the other, starting with the Lazy River area, with the goal of completing as much work as possible prior to the start of OpenAire envelope erection to mitigate crowding work areas. Support Space work will progress adjacent and concurrently to the Water Park and will be ready for interconnections between the two spaces as needed.

Based on our current understanding of the project, discussions with key stakeholders and lead times for critical path materials and equipment, we are projecting an early March 2027 Substantial Completion and a Final Completion/ Owner Handover shortly thereafter in late April 2027. Once onboarded, MCL will embrace the opportunity to collaborate with all project team members to find creative solutions to expedite this timeline and open this exciting new destination venue for the City of Bellevue as soon as possible.

Bellevue Bay Indoor Water Park | Classic Schedule Layout | 19-Jun-24 13:11

| Activity ID | Activity Name | Original Duration | Remaining Duration | Schedule % Complete | Start | Finish |
|---|---|---|---|---|---|---|
| 2024-02 | Bellevue Bay Indoor Water Park | 744 | 744 | 0% | 06-Jun-24 | 14-Apr-27 |
| 2024-02.1 | PROJECT MILESTONES | 744 | 744 | 0% | 06-Jun-24 | 14-Apr-27 |
| 2024-02.1.1 | PRE-CONSTRUCTION PHASE | 383 | 383 | 0% | 06-Jun-24 | 27-Oct-25 |
| 2024-02.1.1.4 | CMAR Selection | 2 | 2 | 0% | 28-Jun-24 | 02-Jul-24 |
| A1060 | CMAR Interviews | 0 | 0 | 0% | 28-Jun-24* | |
| A1070 | CMAR award | 0 | 0 | 0% | 02-Jul-24* | |
| 2024-02.1.1.1 | Design / Budget / Bid | 283 | 283 | 0% | 06-Jun-24 | 17-Mar-25 |
| A1000 | HBA Schematic Design | 38 | 38 | 0% | 06-Jun-24 | 29-Jul-24 |
| A1010 | MCL Schematic Design budget & schedule update | 20 | 20 | 0% | 30-Jul-24 | 26-Aug-24 |
| A1020 | HBA Design Development | 75 | 75 | 0% | 30-Jul-24 | 11-Nov-24 |
| A1030 | MCL Design Development budget & schedule update | 20 | 20 | 0% | 12-Nov-24 | 09-Dec-24 |
| A1050 | HBA Construction Document design | 60 | 60 | 0% | 12-Nov-24 | 03-Feb-25 |
| A1080 | Establish GMP | 0 | 0 | 0% | 10-Dec-24 | |
| A1040 | MCL Construction Document budget & schedule update | 20 | 20 | 0% | 04-Feb-25 | 03-Mar-25 |
| A1280 | Building permit | 30 | 30 | 0% | 04-Feb-25 | 17-Mar-25 |
| A3520 | Nebraska DEE Pool Construction Permit | 30 | 30 | 0% | 04-Feb-25 | 17-Mar-25 |
| 2024-02.1.1.5 | Bid Packages | 100 | 100 | 0% | 12-Nov-24 | 31-Mar-25 |
| 2024-02.1.1.5.1 | Bid Package #1 | 20 | 20 | 0% | 12-Nov-24 | 09-Dec-24 |
| A1090 | Whitewater West, OpenAire, Earthwork, MEP, Precast, Pool Sub | 15 | 15 | 0% | 12-Nov-24 | 02-Dec-24 |
| A1140 | Subcontractor buyout | 5 | 5 | 0% | 03-Dec-24 | 09-Dec-24 |
| 2024-02.1.1.5.3 | Bid Package #2 | 40 | 40 | 0% | 04-Feb-25 | 31-Mar-25 |
| A1100 | Full buildout | 20 | 20 | 0% | 04-Feb-25 | 03-Mar-25 |
| A1150 | Subcontractor buyout | 20 | 20 | 0% | 04-Mar-25 | 31-Mar-25 |
| 2024-02.1.1.2 | Submittals | 110 | 110 | 0% | 10-Dec-24 | 12-May-25 |
| A1110 | Utility structures | 20 | 20 | 0% | 10-Dec-24 | 06-Jan-25 |
| A1120 | Whitewater - Slide Tower + Slides | 70 | 70 | 0% | 10-Dec-24 | 17-Mar-25 |
| A1130 | OpenAire envelope & retractable roof | 5 | 5 | 0% | 10-Dec-24 | 16-Dec-24 |
| A1410 | Precast | 50 | 50 | 0% | 10-Dec-24 | 17-Feb-25 |
| A2700 | Whitewater - Aqua Play Structure | 70 | 70 | 0% | 10-Dec-24 | 17-Mar-25 |
| A2710 | Whitewater - Flowrider | 10 | 10 | 0% | 10-Dec-24 | 23-Dec-24 |
| A3540 | Pool pumps, filters & VFD's | 30 | 30 | 0% | 10-Dec-24 | 20-Jan-25 |
| A1290 | Rebar | 15 | 15 | 0% | 01-Apr-25 | 21-Apr-25 |
| A1300 | Aluminum doors & assemblies | 30 | 30 | 0% | 01-Apr-25 | 12-May-25 |
| A1310 | HM door frames | 20 | 20 | 0% | 01-Apr-25 | 28-Apr-25 |
| A1320 | Structural & miscellaneous steel | 20 | 20 | 0% | 01-Apr-25 | 28-Apr-25 |
| 2024-02.1.1.3 | Procurement | 225 | 225 | 0% | 17-Dec-24 | 27-Oct-25 |
| A1180 | OpenAire envelope & retractable roof | 220 | 220 | 0% | 17-Dec-24 | 20-Oct-25 |
| A3500 | Whitewater - Flowrider | 100 | 100 | 0% | 24-Dec-24 | 12-May-25 |
| A1160 | Utility structures | 20 | 20 | 0% | 07-Jan-25 | 03-Feb-25 |
| A1260 | Pool pumps, filters & VFD's | 100 | 100 | 0% | 21-Jan-25 | 09-Jun-25 |
| A1470 | Precast | 70 | 70 | 0% | 18-Feb-25 | 26-May-25 |
| A3510 | Whitewater - Slide Tower + Slides | 100 | 100 | 0% | 18-Mar-25 | 04-Aug-25 |
| A3490 | Whitewater - Aqua Play Structure | 160 | 160 | 0% | 18-Mar-25 | 27-Oct-25 |
| A1330 | Rebar | 10 | 10 | 0% | 22-Apr-25 | 05-May-25 |
| A1350 | HM door frames | 35 | 35 | 0% | 29-Apr-25 | 16-Jun-25 |
| A1360 | Structural & miscellaneous steel | 35 | 35 | 0% | 29-Apr-25 | 16-Jun-25 |
| A1340 | Aluminum doors & assemblies | 35 | 35 | 0% | 13-May-25 | 30-Jun-25 |
| 2024-02.1.4 | CONSTRUCTION PHASE | 534 | 534 | 0% | 10-Mar-25 | 25-Mar-27 |
| 2024-02.1.4.4 | Mobilization | 10 | 10 | 0% | 10-Mar-25 | 21-Mar-25 |
| A1370 | MCL mobilization, job office setup | 5 | 5 | 0% | 10-Mar-25* | 14-Mar-25 |
| A1380 | Establish site logistics + fencing | 5 | 5 | 0% | 17-Mar-25 | 21-Mar-25 |
| 2024-02.1.4.5 | Phase 1 - Indoor Water Park | 529 | 529 | 0% | 17-Mar-25 | 25-Mar-27 |
| 2024-02.1.4.5.1 | Sitework | 392 | 392 | 0% | 17-Mar-25 | 15-Sep-26 |
| A1190 | Clear & grub | 8 | 8 | 0% | 17-Mar-25 | 26-Mar-25 |
| A1200 | Rough grading | 15 | 15 | 0% | 27-Mar-25 | 16-Apr-25 |
| A1210 | Sanitary sewer | 10 | 10 | 0% | 17-Apr-25 | 30-Apr-25 |
| A1250 | Deep foundations | 7 | 7 | 0% | 17-Apr-25 | 25-Apr-25 |




Actual Level of Effort | Actual Work | Remaining Work | Critical Remaining Work | Milestone | summary



TASK filter: All Activities

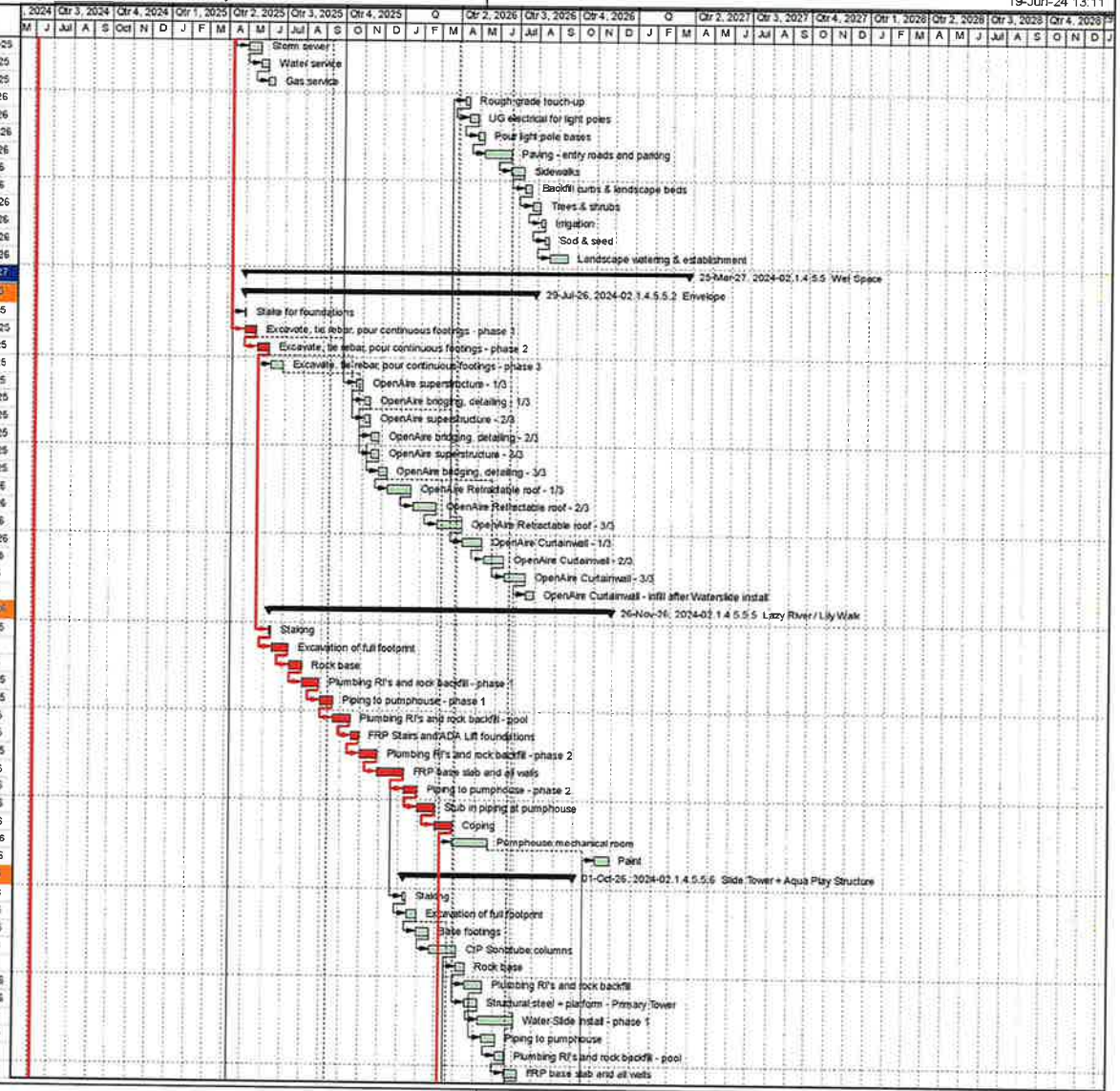
© Oracle Corporation

Bellevue Bay Indoor Water Park

Classic Schedule Layout

19-Jun-24 13:11

| Activity ID | Activity Name | Original Duration | Remaining Duration | Schedule % Complete | Start | Finish |
|---|---|---|---|---|---|---|
| A1220 | Storm sewer | 15 | 15 | 0% | 01-May-25 | 21-May-25 |
| A1230 | Water service | 8 | 8 | 0% | 22-May-25 | 02-Jun-25 |
| A1240 | Gas service | 8 | 8 | 0% | 03-Jun-25 | 12-Jun-25 |
| A1490 | Rough grade touch-up | 5 | 5 | 0% | 07-Apr-26 | 13-Apr-26 |
| A2080 | UG electrical for light poles | 10 | 10 | 0% | 14-Apr-26 | 27-Apr-26 |
| A2180 | Pour light pole bases | 8 | 8 | 0% | 28-Apr-26 | 07-May-26 |
| A2190 | Paving - entry roads and parking | 30 | 30 | 0% | 08-May-26 | 18-Jun-26 |
| A2350 | Sidewalks | 15 | 15 | 0% | 19-Jun-26 | 09-Jul-26 |
| A2660 | Backfill curbs & landscape beds | 8 | 8 | 0% | 10-Jul-26 | 21-Jul-26 |
| A2360 | Trees & shrubs | 10 | 10 | 0% | 22-Jul-26 | 04-Aug-26 |
| A2580 | Irrigation | 5 | 5 | 0% | 05-Aug-26 | 11-Aug-26 |
| A2590 | Sod & seed | 5 | 5 | 0% | 12-Aug-26 | 18-Aug-26 |
| A2680 | Landscape watering & establishment | 20 | 20 | 0% | 19-Aug-26 | 15-Sep-26 |
| 2024-02.1.4.5.5 | Wet Space | 499 | 499 | 0% | 28-Apr-25 | 25-Mar-27 |
| 2024-02.1.4.5.5.2 | Envelope | 323 | 323 | 0% | 28-Apr-25 | 29-Jul-26 |
| A1390 | Stake for foundations | 2 | 2 | 0% | 28-Apr-25 | 29-Apr-25 |
| A1400 | Excavate, tie rebar, pour continuous footings - phase 1 | 15 | 15 | 0% | 29-Apr-25 | 16-May-25 |
| A1820 | Excavate, tie rebar, pour continuous footings - phase 2 | 15 | 15 | 0% | 19-May-25 | 06-Jun-25 |
| A1830 | Excavate, tie rebar, pour continuous footings - phase 3 | 15 | 15 | 0% | 09-Jun-25 | 27-Jun-25 |
| A1420 | OpenAire superstructure - 1/3 | 9 | 9 | 0% | 21-Oct-25 | 31-Oct-25 |
| A1430 | OpenAire bridging, detailing - 1/3 | 9 | 9 | 0% | 03-Nov-25 | 13-Nov-25 |
| A1840 | OpenAire superstructure - 2/3 | 9 | 9 | 0% | 03-Nov-25 | 13-Nov-25 |
| A1850 | OpenAire bridging, detailing - 2/3 | 9 | 9 | 0% | 14-Nov-25 | 26-Nov-25 |
| A1880 | OpenAire superstructure - 3/3 | 9 | 9 | 0% | 14-Nov-25 | 26-Nov-25 |
| A1890 | OpenAire bridging, detailing - 3/3 | 9 | 9 | 0% | 27-Nov-25 | 09-Dec-25 |
| A1450 | OpenAire Retractable roof - 1/3 | 28 | 28 | 0% | 10-Dec-25 | 16-Jan-26 |
| A1870 | OpenAire Retractable roof - 2/3 | 28 | 28 | 0% | 19-Jan-26 | 25-Feb-26 |
| A1910 | OpenAire Retractable roof - 3/3 | 28 | 28 | 0% | 26-Feb-26 | 06-Apr-26 |
| A1440 | OpenAire Curtainwall - 1/3 | 24 | 24 | 0% | 07-Apr-26 | 08-May-26 |
| A1860 | OpenAire Curtainwall - 2/3 | 24 | 24 | 0% | 11-May-26 | 11-Jun-26 |
| A1900 | OpenAire Curtainwall - 3/3 | 24 | 24 | 0% | 12-Jun-26 | 15-Jul-26 |
| A1460 | OpenAire Curtainwall - infill after Waterside install | 10 | 10 | 0% | 16-Jul-26 | 29-Jul-26 |
| 2024-02.1.4.5.5.5 | Lazy River / Lily Walk | 354 | 354 | 0% | 09-Jun-25 | 26-Nov-26 |
| A1510 | Staking | 4 | 4 | 0% | 09-Jun-25 | 12-Jun-25 |
| A1520 | Excavation of full footprint | 20 | 20 | 0% | 13-Jun-25 | 10-Jul-25 |
| A1530 | Rock base | 15 | 15 | 0% | 11-Jul-25 | 31-Jul-25 |
| A1560 | Plumbing Rl's and rock backfill - phase 1 | 20 | 20 | 0% | 01-Aug-25 | 28-Aug-25 |
| A1570 | Piping to pumphouse - phase 1 | 15 | 15 | 0% | 29-Aug-25 | 18-Sep-25 |
| A1580 | Plumbing Rl's and rock backfill - pool | 20 | 20 | 0% | 19-Sep-25 | 16-Oct-25 |
| A1540 | FRP Stairs and ADA Lift foundations | 10 | 10 | 0% | 17-Oct-25 | 30-Oct-25 |
| A1590 | Plumbing Rl's and rock backfill - phase 2 | 20 | 20 | 0% | 31-Oct-25 | 27-Nov-25 |
| A1550 | FRP base slab and all walls | 30 | 30 | 0% | 28-Nov-25 | 08-Jan-26 |
| A1600 | Piping to pumphouse - phase 2 | 15 | 15 | 0% | 09-Jan-26 | 29-Jan-26 |
| A1610 | Stub in piping at pumphouse | 20 | 20 | 0% | 30-Jan-26 | 26-Feb-26 |
| A1620 | Coping | 20 | 20 | 0% | 27-Feb-26 | 26-Mar-26 |
| A1630 | Pumphouse mechanical room | 40 | 40 | 0% | 27-Mar-26 | 21-May-26 |
| A1640 | Paint | 15 | 15 | 0% | 06-Nov-26 | 26-Nov-26 |
| 2024-02.1.4.5.5.6 | Slide Tower + Aqua Play Structure | 190 | 190 | 0% | 09-Jan-26 | 01-Oct-26 |
| A1660 | Staking | 3 | 3 | 0% | 09-Jan-26 | 13-Jan-26 |
| A1670 | Excavation of full footprint | 12 | 12 | 0% | 14-Jan-26 | 29-Jan-26 |
| A1810 | Base footings | 15 | 15 | 0% | 30-Jan-26 | 19-Feb-26 |
| A1920 | CIP Sonotube columns | 30 | 30 | 0% | 20-Feb-26 | 02-Apr-26 |
| A1680 | Rock base | 10 | 10 | 0% | 03-Apr-26 | 16-Apr-26 |
| A1690 | Plumbing Rl's and rock backfill | 20 | 20 | 0% | 17-Apr-26 | 14-May-26 |
| A1720 | Structural steel + platform - Primary Tower | 15 | 15 | 0% | 17-Apr-26 | 07-May-26 |
| A1930 | Water Slide install - phase 1 | 40 | 40 | 0% | 08-May-26 | 02-Jul-26 |
| A1700 | Piping to pumphouse | 15 | 15 | 0% | 15-May-26 | 04-Jun-26 |
| A1710 | Plumbing Rl's and rock backfill - pool | 10 | 10 | 0% | 05-Jun-26 | 18-Jun-26 |
| A1740 | FRP base slab and all walls | 15 | 15 | 0% | 19-Jun-26 | 09-Jul-26 |




Actual Level of Effort
Actual Work
Remaining Work
Critical Remaining Work
Milestone
summary



TASK filter: All Activities

© Oracle Corporation

Bellevue Bay Indoor Water Park

Classic Schedule Layout

19-Jun-24 13:11

| Activity ID | Activity Name | Original Duration | Remaining Duration | Schedule % Complete | Start | Finish |
|---|---|---|---|---|---|---|
| A1760 | Stub in piping at pumphouse | 15 | 15 | 0% | 10-Jul-26 | 30-Jul-26 |
| A2200 | Water Slide + Wet Play Structure install - phase 2 | 35 | 35 | 0% | 10-Jul-26 | 27-Aug-26 |
| A1780 | Pumphouse mechanical room | 25 | 25 | 0% | 28-Aug-26 | 01-Oct-26 |
| 2024-02.1.4.5.5.4 | FlowRider | 255 | 255 | 0% | 03-Apr-26 | 25-Mar-27 |
| A2270 | Staking | 3 | 3 | 0% | 03-Apr-26 | 07-Apr-26 |
| A2280 | Excavation of full footprint | 5 | 5 | 0% | 08-Apr-26 | 14-Apr-26 |
| A2290 | Base footings | 10 | 10 | 0% | 15-Apr-26 | 28-Apr-26 |
| A2300 | FRP CIP walls | 20 | 20 | 0% | 29-Apr-26 | 26-May-26 |
| A2310 | Rock base | 4 | 4 | 0% | 27-May-26 | 01-Jun-26 |
| A2320 | Plumbing RI's and rock backfill | 10 | 10 | 0% | 02-Jun-26 | 15-Jun-26 |
| A2370 | FRP base slab | 15 | 15 | 0% | 16-Jun-26 | 06-Jul-26 |
| A2340 | Piping to pumphouse | 10 | 10 | 0% | 16-Jun-26 | 29-Jun-26 |
| A2380 | Stub in piping at pumphouse | 15 | 15 | 0% | 07-Jul-26 | 27-Jul-26 |
| A2400 | FRP concrete side ramps | 15 | 15 | 0% | 07-Jul-26 | 27-Jul-26 |
| A2410 | Pumphouse mechanical room | 20 | 20 | 0% | 28-Jul-26 | 24-Aug-26 |
| A2430 | Guardrail field measure | 2 | 2 | 0% | 28-Jul-26 | 29-Jul-26 |
| A2420 | Guardrail install | 5 | 5 | 0% | 27-Aug-26 | 02-Sep-26 |
| A2390 | Flowrider install | 30 | 30 | 0% | 12-Feb-27 | 25-Mar-27 |
| 2024-02.1.4.5.5.3 | Buildout | 238 | 238 | 0% | 27-Mar-26 | 23-Feb-27 |
| A1480 | Ductwork wire + trapezes | 15 | 15 | 0% | 27-Mar-26 | 16-Apr-26 |
| A2000 | Hang ductwork | 50 | 50 | 0% | 17-Apr-26 | 25-Jun-26 |
| A2010 | Electrical rough-ins | 40 | 40 | 0% | 17-Apr-26 | 11-Jun-26 |
| A2040 | Electrical lights & ceiling fans | 20 | 20 | 0% | 12-Jun-26 | 09-Jul-26 |
| A2020 | Fire sprinkler | 35 | 35 | 0% | 26-Jun-26 | 13-Aug-26 |
| A2030 | HVAC GRD's | 15 | 15 | 0% | 26-Jun-26 | 16-Jul-26 |
| A2050 | Paint MEP ceiling items | 20 | 20 | 0% | 14-Aug-26 | 10-Sep-26 |
| A2060 | Re-grade / cut grade for rock base under commons pool deck | 10 | 10 | 0% | 11-Sep-26 | 24-Sep-26 |
| A2090 | Grotto and climbing wall construction | 50 | 50 | 0% | 11-Sep-26 | 19-Nov-26 |
| A2070 | Install rock base under commons pool deck | 10 | 10 | 0% | 25-Sep-26 | 08-Oct-26 |
| A2100 | Pour pool deck - Lazy River - area 1/3 | 20 | 20 | 0% | 09-Oct-26 | 05-Nov-26 |
| A2110 | Pour pool deck - Waterslides and Tree Village - area 2/3 | 20 | 20 | 0% | 06-Nov-26 | 03-Dec-26 |
| A2120 | Pour pool deck - Flowrider - area 3/3 | 20 | 20 | 0% | 04-Dec-26 | 31-Dec-26 |
| A2130 | Life Floor install | 25 | 25 | 0% | 01-Jan-27 | 04-Feb-27 |
| A2140 | Backfill landscape beds and turf areas | 10 | 10 | 0% | 01-Jan-27 | 14-Jan-27 |
| A2690 | Handrail, guardrail and directional traffic items | 30 | 30 | 0% | 01-Jan-27 | 11-Feb-27 |
| A2150 | Irrigation | 8 | 8 | 0% | 15-Jan-27 | 26-Jan-27 |
| A2160 | Trees, plantings | 10 | 10 | 0% | 27-Jan-27 | 09-Feb-27 |
| A2170 | Turf install | 10 | 10 | 0% | 10-Feb-27 | 23-Feb-27 |
| 2024-02.1.4.5.4 | Support Space | 323 | 323 | 0% | 28-Apr-25 | 30-Jul-26 |
| 2024-02.1.4.5.4.3 | Level 0 | 172 | 172 | 0% | 28-Apr-25 | 23-Dec-25 |
| A3550 | Excavation | 10 | 10 | 0% | 28-Apr-25 | 09-May-25 |
| A3560 | FRP footings, CIP walls & surge tank | 50 | 50 | 0% | 12-May-25 | 18-Jul-25 |
| A3570 | Prep & pour lower SOG | 5 | 5 | 0% | 21-Jul-25 | 25-Jul-25 |
| A3580 | Upper level UG MEP and pool piping | 10 | 10 | 0% | 28-Jul-25 | 08-Aug-25 |
| A3590 | Prep & pour upper level SOG | 5 | 5 | 0% | 11-Aug-25 | 15-Aug-25 |
| A3600 | Prep & pour equipment curbs | 25 | 25 | 0% | 18-Aug-25 | 19-Sep-25 |
| A3610 | Seal concrete floors | 5 | 5 | 0% | 03-Nov-25 | 07-Nov-25 |
| A3620 | Install guardrail and access ladder for lower pit | 5 | 5 | 0% | 10-Nov-25 | 14-Nov-25 |
| A3630 | Interior MEP rough-ins | 10 | 10 | 0% | 17-Nov-25 | 28-Nov-25 |
| A3640 | Set pool equipment and pumps | 7 | 7 | 0% | 01-Dec-25 | 09-Dec-25 |
| A3650 | Piping to pool equipment and pumps | 10 | 10 | 0% | 10-Dec-25 | 23-Dec-25 |
| 2024-02.1.4.5.4.1 | Envelope | 134 | 134 | 0% | 17-Jul-25 | 20-Jan-26 |
| A3660 | Staking for foundations | 2 | 2 | 0% | 17-Jul-25 | 18-Jul-25 |
| A3670 | Excavate, FRP continuous footings | 10 | 10 | 0% | 21-Jul-25 | 01-Aug-25 |
| A3680 | Excavate, FRP pad footings | 4 | 4 | 0% | 04-Aug-25 | 07-Aug-25 |
| A3690 | Excavate, FRP CIP foundation walls | 5 | 5 | 0% | 08-Aug-25 | 14-Aug-25 |
| A3700 | Excavate, FRP elevator pit | 8 | 8 | 0% | 15-Aug-25 | 26-Aug-25 |
| A3710 | Waterproofing | 8 | 8 | 0% | 27-Aug-25 | 05-Sep-25 |
| A3720 | Foundation drainage | 10 | 10 | 0% | 08-Sep-25 | 19-Sep-25 |

Actual Level of Effort | Actual Work | Remaining Work | Critical Remaining Work | Milestone | summary



TASK filter: All Activities

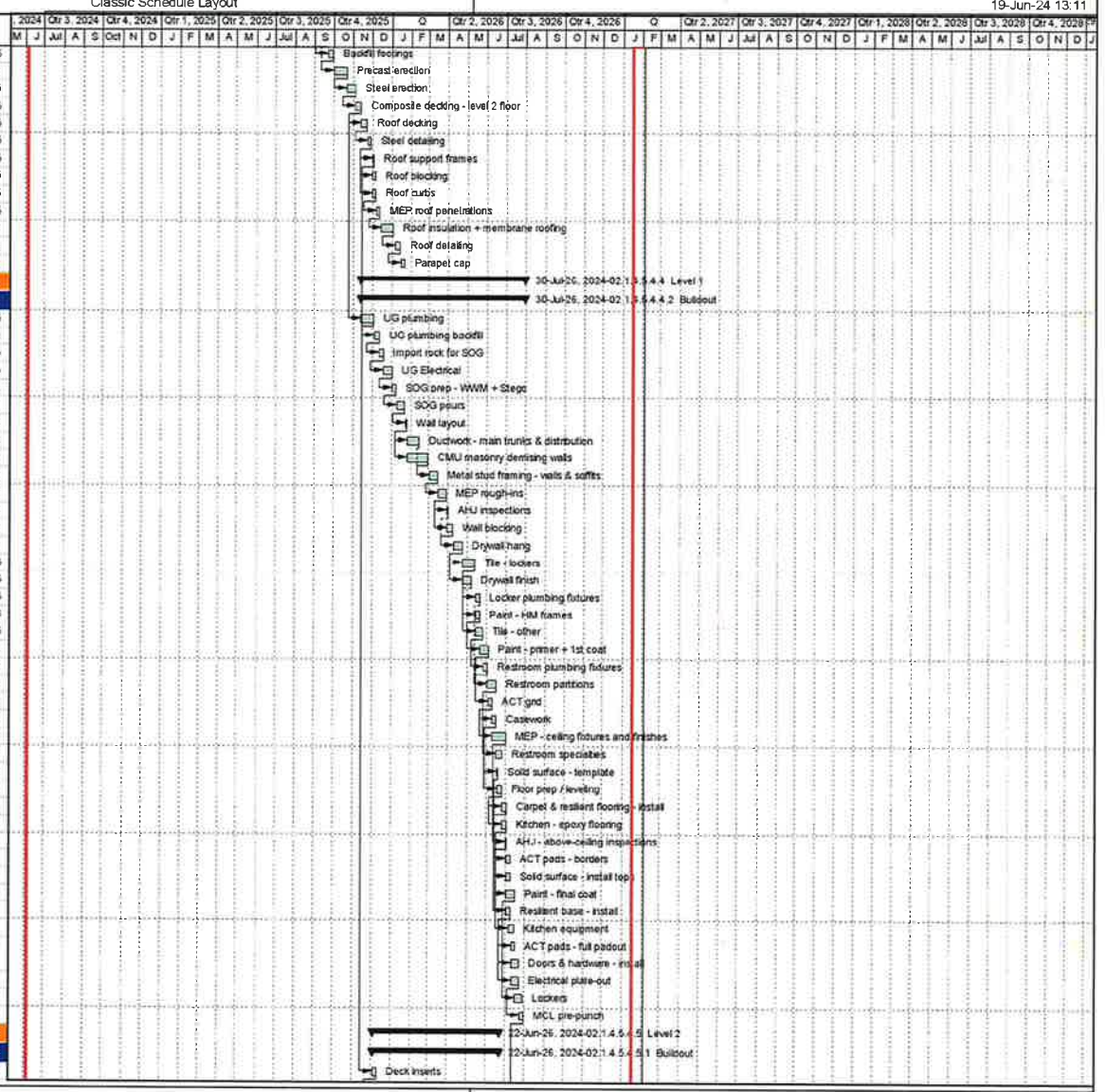
© Oracle Corporation

Bellevue Bay Indoor Water Park

Classic Schedule Layout

19-Jun-24 13:11

| Activity ID | Activity Name | Original Duration | Remaining Duration | Schedule % Complete | Start | Finish |
|---|---|---|---|---|---|---|
| A3730 | Backfill footings | 5 | 5 | 0% | 22-Sep-25 | 29-Sep-25 |
| A3740 | Precast erection | 15 | 15 | 0% | 30-Sep-25 | 20-Oct-25 |
| A3750 | Steel erection | 10 | 10 | 0% | 21-Oct-25 | 03-Nov-25 |
| A3760 | Composite decking - level 2 floor | 7 | 7 | 0% | 04-Nov-25 | 12-Nov-25 |
| A3770 | Roof decking | 7 | 7 | 0% | 13-Nov-25 | 21-Nov-25 |
| A3780 | Steel detailing | 5 | 5 | 0% | 24-Nov-25 | 28-Nov-25 |
| A3790 | Roof support frames | 3 | 3 | 0% | 01-Dec-25 | 03-Dec-25 |
| A3800 | Roof blocking | 5 | 5 | 0% | 01-Dec-25 | 05-Dec-25 |
| A3810 | Roof curbs | 5 | 5 | 0% | 01-Dec-25 | 05-Dec-25 |
| A3820 | MEP roof penetrations | 5 | 5 | 0% | 08-Dec-25 | 12-Dec-25 |
| A3830 | Roof insulation + membrane roofing | 15 | 15 | 0% | 15-Dec-25 | 02-Jan-26 |
| A3840 | Roof detailing | 7 | 7 | 0% | 05-Jan-26 | 13-Jan-26 |
| A3850 | Parapet cap | 5 | 5 | 0% | 14-Jan-26 | 20-Jan-26 |
| 2024-02.1.4.5.4.4 | Level 1 | 166 | 166 | 0% | 13-Nov-25 | 30-Jul-26 |
| 2024-02.1.4.5.4.4.2 | Buildout | 166 | 166 | 0% | 13-Nov-25 | 30-Jul-26 |
| A3860 | UG plumbing | 15 | 15 | 0% | 13-Nov-25 | 03-Dec-25 |
| A3890 | UG plumbing backfill | 6 | 6 | 0% | 04-Dec-25 | 11-Dec-25 |
| A3900 | Import rock for SOG | 4 | 4 | 0% | 12-Dec-25 | 17-Dec-25 |
| A3910 | UG Electrical | 10 | 10 | 0% | 18-Dec-25 | 31-Dec-25 |
| A3920 | SOG prep - WWM + Stego | 5 | 5 | 0% | 01-Jan-26 | 07-Jan-26 |
| A3930 | SOG pours | 10 | 10 | 0% | 08-Jan-26 | 21-Jan-26 |
| A3940 | Wall layout | 2 | 2 | 0% | 22-Jan-26 | 23-Jan-26 |
| A3950 | Ductwork - main trunks & distribution | 15 | 15 | 0% | 26-Jan-26 | 13-Feb-26 |
| A3960 | CMU masonry demising walls | 25 | 25 | 0% | 26-Jan-26 | 27-Feb-26 |
| A3970 | Metal stud framing - walls & soffits | 10 | 10 | 0% | 02-Mar-26 | 13-Mar-26 |
| A3980 | MEP rough-ins | 10 | 10 | 0% | 16-Mar-26 | 27-Mar-26 |
| A3990 | AHJ inspections | 2 | 2 | 0% | 30-Mar-26 | 31-Mar-26 |
| A4000 | Wall blocking | 8 | 8 | 0% | 30-Mar-26 | 08-Apr-26 |
| A4010 | Drywall hang | 10 | 10 | 0% | 09-Apr-26 | 22-Apr-26 |
| A4050 | Tile - lockers | 15 | 15 | 0% | 23-Apr-26 | 13-May-26 |
| A4020 | Drywall finish | 10 | 10 | 0% | 23-Apr-26 | 06-May-26 |
| A4090 | Locker plumbing fixtures | 5 | 5 | 0% | 14-May-26 | 20-May-26 |
| A4030 | Paint - HM frames | 5 | 5 | 0% | 14-May-26 | 20-May-26 |
| A4620 | Tile - other | 8 | 8 | 0% | 14-May-26 | 25-May-26 |
| A4040 | Paint - primer + 1st coat | 10 | 10 | 0% | 21-May-26 | 03-Jun-26 |
| A4630 | Restroom plumbing fixtures | 5 | 5 | 0% | 26-May-26 | 01-Jun-26 |
| A4130 | Restroom partitions | 10 | 10 | 0% | 02-Jun-26 | 15-Jun-26 |
| A4060 | ACT grid | 4 | 4 | 0% | 04-Jun-26 | 09-Jun-26 |
| A4070 | Casework | 5 | 5 | 0% | 10-Jun-26 | 16-Jun-26 |
| A4080 | MEP - ceiling fixtures and finishes | 15 | 15 | 0% | 10-Jun-26 | 30-Jun-26 |
| A4160 | Restroom specialties | 8 | 8 | 0% | 16-Jun-26 | 25-Jun-26 |
| A4100 | Solid surface - template | 2 | 2 | 0% | 17-Jun-26 | 18-Jun-26 |
| A4110 | Floor prep / leveling | 6 | 6 | 0% | 17-Jun-26 | 24-Jun-26 |
| A4150 | Carpet & resilient flooring - install | 6 | 6 | 0% | 25-Jun-26 | 02-Jul-26 |
| A4600 | Kitchen - epoxy flooring | 7 | 7 | 0% | 25-Jun-26 | 03-Jul-26 |
| A4120 | AHJ - above-ceiling inspections | 2 | 2 | 0% | 01-Jul-26 | 02-Jul-26 |
| A4140 | ACT pads - borders | 5 | 5 | 0% | 03-Jul-26 | 09-Jul-26 |
| A4190 | Solid surface - install tops | 5 | 5 | 0% | 03-Jul-26 | 09-Jul-26 |
| A4170 | Paint - final coat | 10 | 10 | 0% | 03-Jul-26 | 16-Jul-26 |
| A4180 | Resilient base - install | 5 | 5 | 0% | 03-Jul-26 | 09-Jul-26 |
| A4610 | Kitchen equipment | 8 | 8 | 0% | 06-Jul-26 | 15-Jul-26 |
| A4200 | ACT pads - full padout | 5 | 5 | 0% | 10-Jul-26 | 16-Jul-26 |
| A4210 | Doors & hardware - install | 10 | 10 | 0% | 10-Jul-26 | 23-Jul-26 |
| A4220 | Electrical plate-out | 10 | 10 | 0% | 10-Jul-26 | 23-Jul-26 |
| A4590 | Lockers | 8 | 8 | 0% | 17-Jul-26 | 28-Jul-26 |
| A4230 | MCL pre-punch | 5 | 5 | 0% | 24-Jul-26 | 30-Jul-26 |
| 2024-02.1.4.5.4.5 | Level 2 | 143 | 143 | 0% | 04-Dec-25 | 22-Jun-26 |
| 2024-02.1.4.5.4.5.1 | Buildout | 143 | 143 | 0% | 04-Dec-25 | 22-Jun-26 |
| A4240 | Deck inserts | 5 | 5 | 0% | 04-Dec-25 | 10-Dec-25 |




Actual Level of Effort
Actual Work
Remaining Work
Critical Remaining Work
Milestone
summary

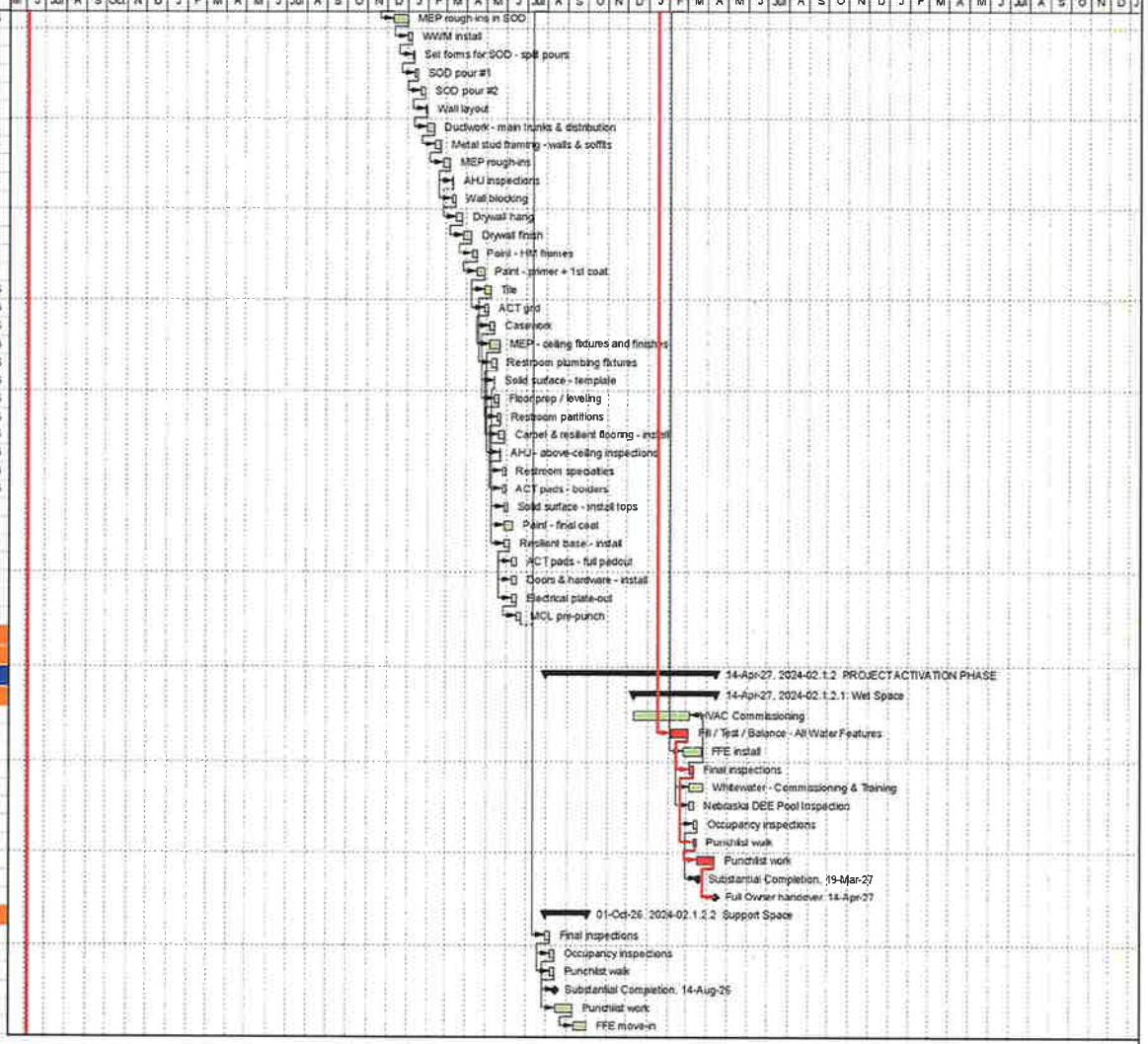


TASK filter: All Activities

© Oracle Corporation

Bellevue Bay Indoor Water Park | Classic Schedule Layout | 19-Jun-24 13:11

| Activity ID | Activity Name | Original Duration | Remaining Duration | Schedule % Complete | Start | Finish |
|---|---|---|---|---|---|---|
| A4250 | MEP rough-ins in SOD | 15 | 15 | 0% | 11-Dec-25 | 31-Dec-25 |
| A4260 | WWM install | 5 | 5 | 0% | 01-Jan-26 | 07-Jan-26 |
| A4270 | Set forms for SOD - split pours | 2 | 2 | 0% | 08-Jan-26 | 09-Jan-26 |
| A4280 | SOD pour #1 | 5 | 5 | 0% | 12-Jan-26 | 16-Jan-26 |
| A4290 | SOD pour #2 | 5 | 5 | 0% | 21-Jan-26 | 27-Jan-26 |
| A4300 | Wall layout | 2 | 2 | 0% | 28-Jan-26 | 29-Jan-26 |
| A4310 | Ductwork - main trunks & distribution | 8 | 8 | 0% | 30-Jan-26 | 10-Feb-26 |
| A4320 | Metal stud framing - walls & soffits | 8 | 8 | 0% | 11-Feb-26 | 20-Feb-26 |
| A4330 | MEP rough-ins | 10 | 10 | 0% | 23-Feb-26 | 06-Mar-26 |
| A4340 | AHJ inspections | 2 | 2 | 0% | 09-Mar-26 | 10-Mar-26 |
| A4350 | Wall blocking | 5 | 5 | 0% | 09-Mar-26 | 13-Mar-26 |
| A4360 | Drywall hang | 8 | 8 | 0% | 16-Mar-26 | 25-Mar-26 |
| A4370 | Drywall finish | 10 | 10 | 0% | 26-Mar-26 | 08-Apr-26 |
| A4380 | Paint - HM frames | 5 | 5 | 0% | 09-Apr-26 | 15-Apr-26 |
| A4390 | Paint - primer + 1st coat | 8 | 8 | 0% | 16-Apr-26 | 27-Apr-26 |
| A4400 | Tile | 9 | 9 | 0% | 28-Apr-26 | 07-May-26 |
| A4410 | ACT grid | 5 | 5 | 0% | 28-Apr-26 | 04-May-26 |
| A4420 | Casework | 6 | 6 | 0% | 05-May-26 | 12-May-26 |
| A4430 | MEP - ceiling fixtures and finishes | 12 | 12 | 0% | 05-May-26 | 20-May-26 |
| A4440 | Restroom plumbing fixtures | 9 | 9 | 0% | 08-May-26 | 15-May-26 |
| A4450 | Solid surface - template | 1 | 1 | 0% | 13-May-26 | 13-May-26 |
| A4460 | Floor prep / leveling | 4 | 4 | 0% | 13-May-26 | 18-May-26 |
| A4480 | Restroom partitions | 5 | 5 | 0% | 18-May-26 | 22-May-26 |
| A4500 | Carpet & resilient flooring - install | 9 | 9 | 0% | 19-May-26 | 28-May-26 |
| A4470 | AHJ - above-ceiling inspections | 2 | 2 | 0% | 21-May-26 | 22-May-26 |
| A4520 | Restroom specialties | 5 | 5 | 0% | 25-May-26 | 29-May-26 |
| A4490 | ACT pads - borders | 5 | 5 | 0% | 25-May-26 | 29-May-26 |
| A4510 | Solid surface - install tops | 4 | 4 | 0% | 28-May-26 | 02-Jun-26 |
| A4530 | Paint - final coat | 8 | 8 | 0% | 29-May-26 | 09-Jun-26 |
| A4540 | Resilient base - install | 6 | 6 | 0% | 29-May-26 | 05-Jun-26 |
| A4550 | ACT pads - full padout | 6 | 6 | 0% | 08-Jun-26 | 15-Jun-26 |
| A4560 | Doors & hardware - install | 6 | 6 | 0% | 08-Jun-26 | 15-Jun-26 |
| A4570 | Electrical plate-out | 6 | 6 | 0% | 08-Jun-26 | 15-Jun-26 |
| A4580 | MCL pre-punch | 5 | 5 | 0% | 16-Jun-26 | 22-Jun-26 |
| 2024-02.1.4.6 | Phase 2 - Indoor Wave Pool | 0 | 0 | 0% | | |
| 2024-02.1.4.1 | Phase 3 - Outdoor Park | 0 | 0 | 0% | | |
| 2024-02.1.2 | PROJECT ACTIVATION PHASE | 183 | 183 | 0% | 31-Jul-26 | 14-Apr-27 |
| 2024-02.1.2.1 | Wet Space | 88 | 88 | 0% | 11-Dec-26 | 14-Apr-27 |
| A2670 | HVAC Commissioning | 60 | 60 | 0% | 11-Dec-26 | 05-Mar-27 |
| A2500 | Fill / Test / Balance - All Water Features | 20 | 20 | 0% | 05-Feb-27 | 04-Mar-27 |
| A2570 | FFE install | 20 | 20 | 0% | 24-Feb-27 | 23-Mar-27 |
| A2510 | Final inspections | 5 | 5 | 0% | 05-Mar-27 | 11-Mar-27 |
| A3210 | Whitewater - Commissioning & Training | 15 | 15 | 0% | 05-Mar-27 | 25-Mar-27 |
| A3530 | Nebraska DEE Pool Inspection | 5 | 5 | 0% | 05-Mar-27 | 11-Mar-27 |
| A2520 | Occupancy inspections | 5 | 5 | 0% | 12-Mar-27 | 18-Mar-27 |
| A2530 | Punchlist walk | 3 | 3 | 0% | 12-Mar-27 | 16-Mar-27 |
| A2550 | Punchlist work | 20 | 20 | 0% | 17-Mar-27 | 13-Apr-27 |
| A2540 | Substantial Completion | 0 | 0 | 0% | 19-Mar-27 | |
| A2560 | Full Owner handover | 0 | 0 | 0% | 14-Apr-27 | |
| 2024-02.1.2.2 | Support Space | 45 | 45 | 0% | 31-Jul-26 | 01-Oct-26 |
| A2440 | Final inspections | 5 | 5 | 0% | 31-Jul-26 | 06-Aug-26 |
| A2450 | Occupancy inspections | 5 | 5 | 0% | 07-Aug-26 | 13-Aug-26 |
| A2460 | Punchlist walk | 5 | 5 | 0% | 07-Aug-26 | 13-Aug-26 |
| A2470 | Substantial Completion | 0 | 0 | 0% | 14-Aug-26 | |
| A2480 | Punchlist work | 20 | 20 | 0% | 14-Aug-26 | 10-Sep-26 |
| A2490 | FFE move-in | 15 | 15 | 0% | 11-Sep-26 | 01-Oct-26 |




Actual Level of Effort | Actual Work | Remaining Work | Critical Remaining Work | Milestone | summary



TASK filter: All Activities

© Oracle Corporation

*b. Ability to solicit and/or hire local contractors and/or labor*

## Procurement Strategy

MCL Construction leverages our relationships with trusted and reliable subcontractors to gain competitive pricing locally and regionally to acquire key value management and constructability solutions.




## Qualifying Bidders

To ensure we best align project scopes with company expertise, MCL Construction carries out a prequalification review which assesses several objective criteria. This review includes a complete due diligence of the company's strength in resources and their current workload. We want to ensure that our subcontractors have the resources and time to commit to the success of the Bellevue Bay project. MCL Construction also recommends the integration of our supplemental conditions to the front-end specifications of the project. This integration leads to a better control of the quality of work throughout construction.

Pre-Qualifications Review Requirements:

- Submitting proof of a minimum insurance rating and Experience Modification Rating
- Participation in a quality management program directed by MCL Construction
- Participation in preparation and review of coordination drawings and have a competent person (detailer, engineer, draftsman) on the jobsite during the coordination process
- Establishes the acceptable level of quality, including various acceptable mock-ups or sample construction where necessary and as requested by MCL Construction, the design team, or Owner
- Submittal of Company Safety Plan as well as a participation in provided project-specific plan

## Competitive Solicitation of Trades through the Hard-Bid Process

Solicitation of trades through the hard bidding process begins with the following:

- Creation of Qualified Bidders List
- Solicitation of Bidders for Each Trade (3-5 minimum)
- Bid Work
- Evaluate Bid Proposal and Interview Subcontractors
- Review Evaluations with Ownership and Design Team
- Award Work

Work is awarded to the subcontracting firm deemed most responsive and qualified, meaning they have the resources and manpower to do the job, they understand the project, and past performance on facilities of this size and scope have been successful.

## Solicitation of Major Trade Partners Through the Request for Proposal (RFP) Process

The CMR delivery method allows for early involvement with key subcontractors to combat challenges and be proactive in our approach to your project. MCL Construction's Major Trade RFP process is our custom method for bringing critical partners on board.

After a review of your project, those critical partners include:

- Slides
- Envelope
- Site Work
- MEP
- Concrete and Precast
- Pool

To maintain a competitive environment through the early solicitation process, MCL Construction has created a Major Trade Request for Proposal Protocol.

### Major Trade RFP Solicitation Checklist

- To assist our design partners in the development of documents used for the Major Trades RFP, MCL Construction has formatted a checklist of important items to be included
- Helps guide the team through their design to target items which are crucial to onboard design-assist partners

### Pre-Submittal Conference for Subcontractors

- Present the project to them
- Lay out project goals and team expectations
- Provide a forum for them to ask questions
- Allow subs to identify information which will make them more competitive

### Owner and Architect/Engineer/Contractor Design-Assist Prep Conference

- Preparatory meeting with all key project stakeholders to discuss the interview process, agenda, and key questions to ask so we run an efficient meeting and leave no concerns or clarifications unaddressed

### Major Trade Interview

- Major Trade RFP Invitation
- Major Trade Interview Agenda Guideline
- Mechanical/Electrical/Plumbing/Low Voltage
- Bidding and Scope Evaluations
- Major Trade Scorecard

Early selection of Major Trade partners gives us an advantage that guarantees we get qualified subcontractors on our team. The process includes due diligence of the company's strength in resources and current workload. Beyond strength in manpower and financial resources, a subcontractor is deemed a good fit when their technical expertise aligns with the project components.

## Early Material Purchasing

Early material purchasing can take advantage of raw and manufactured material escalations and eliminate or reduce long procurement times from impacting construction schedules which are true benefits from early procurement of major trades.

## Subcontractor Management

Crafted into the RFP Protocol are expectations for the targeted budget performance of the components being solicited. The award of the packages comes with responsibility for the trades selected as off-ramping is designed into the solicitation protocol. As design packages reach a substantial level of completion and costs for the scope of work fall outside an established range of our targeted budget, MCL Construction will engage the subcontracting company for reconciliation. If costs cannot be reconciled, the package of work will be competitively bid out for this scope. Additionally, MCL Construction protects you and your budget by having safeguards in place in our Major Trade agreements where we can off-ramp at any time we see signs of hyper-escalation caused by market volatility and analyze the most economic path forward. This provides additional reassurance that our early trade partners are engaged in assisting the team in design deliberation and cost control.

Contracts will be evaluated at the end of their term for performance and cost savings will be provided to the project owner at the conclusion of the project.



### *c. Construction approach and scheduling*

The MCL Construction project team is responsible for assembling a comprehensive project schedule that includes activities for the City of Bellevue, Holland Basham Architects, Martin Aquatics, Open Aire, MCL Construction, and all other stakeholders. This Master Schedule is the primary scheduling document that can be broken down to identify various responsibilities for an easy understanding of the work that needs to be complete.

Activities are organized by the various phases of design, construction, and project turnover. They are divided into common divisions to assist in organization and allows stakeholders to easily identify how the activities they are assigned fall into place. MCL Construction will monitor and update this Master Schedule through each phase of the design process including all project/phase deliverables, approvals, associated estimates, and necessary procurement.

MCL Construction's approach includes onboarding of certain trades through our Major Trade RFP process to lock in critical material and equipment including MEP systems, Pool systems, waterslides, and more. This, combined with the opportunity to pre-fabricate building assemblies or mechanical and electrical components will be vital to the overall success of the project.

During Preconstruction, adjustments to the Master Schedule can be analyzed for change and innovative solutions to improve schedule. Individual cost studies will be produced for each scenario to fully analyze the cost benefit impacts before changes are made.

We will continue to develop detailed schedules during construction phase activities. We consider sequencing or phasing, long lead procurements, approvals, commissioning, and occupancy. MCL Construction will continue to provide periodic updates detailing work sequencing, workflow for trade, defined work for specific areas, and coordination with the City of Bellevue and any third party vendors.

## Scheduling Accountability Tools

MCL Construction will deploy a number of tools to drive accountability throughout the Project team to ensure our plans are successful.

**Milestone Maps:** This tool is used to provide clarity to our expectations around scheduling milestones. Visual maps are distributed displaying zones outlined in the Master Schedule. Each zone is populated with crucial dates such as inspections, commencement, and completion of activities connected to our critical path, owner-provided equipment and furniture activity starts, and substantial and final completion dates.

**Weekly Subcontractor Meetings:** The weekly meeting includes representatives from all subcontractors working on the project. We conduct a detailed review by project area and tasks being completed in that area and discuss the schedule and resources required for each subcontractor to complete the work safe, on time, and with the expected quality.

**Pre-Activity Meetings:** Prior to any subcontractor arriving on site for the first visit or beginning a new scope of work, the project superintendent or the project engineer will conduct a pre-activity meeting with each subcontractor. Specific work, methods, supplies, equipment availability, and safety are discussed in detail during this meeting in order to ensure the correct work is performed in a proper and safe manner.

**Daily and Weekly Project Walks:** The MCL Construction project team performs daily and weekly project walks observing safety, completed work, work in progress, and subcontractors performing the work. Not only does this provide a regular quality check but these walks create visibility to the entire subcontracting team keeping the scheduled work on task.

***d. Construction budgeting approach***

## Preconstruction

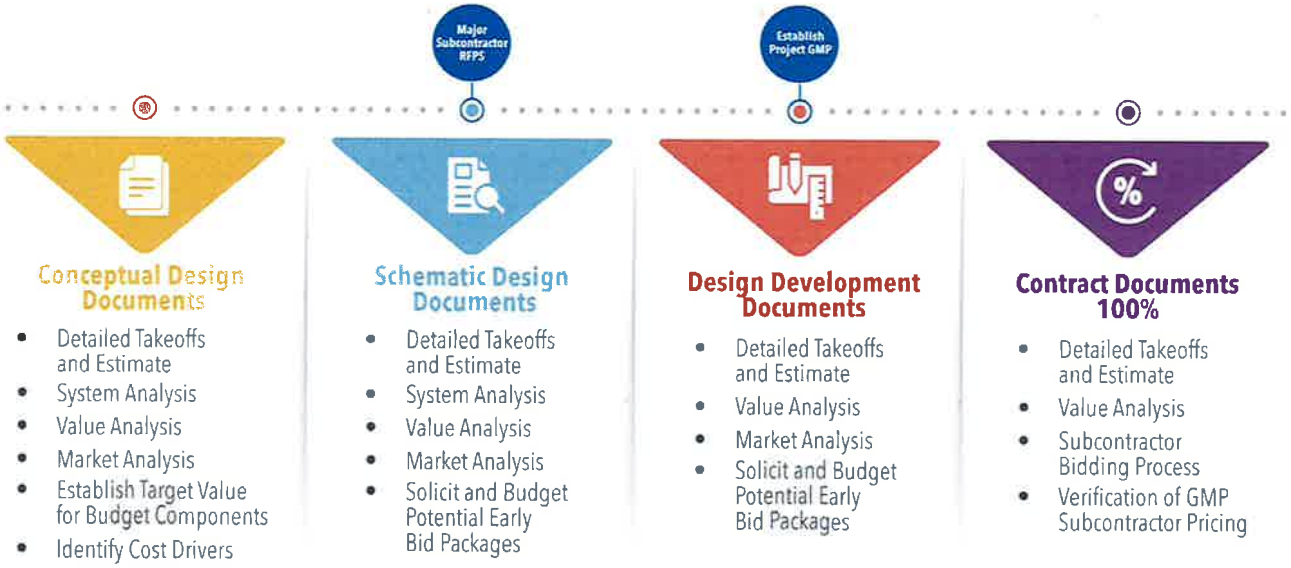
Our preconstruction process is transparent from day one and is communicated directly to you and your selected design team in real-time. Our in depth strategy will plan all project details through closeout.

### Our Preconstruction Pathway to Success:



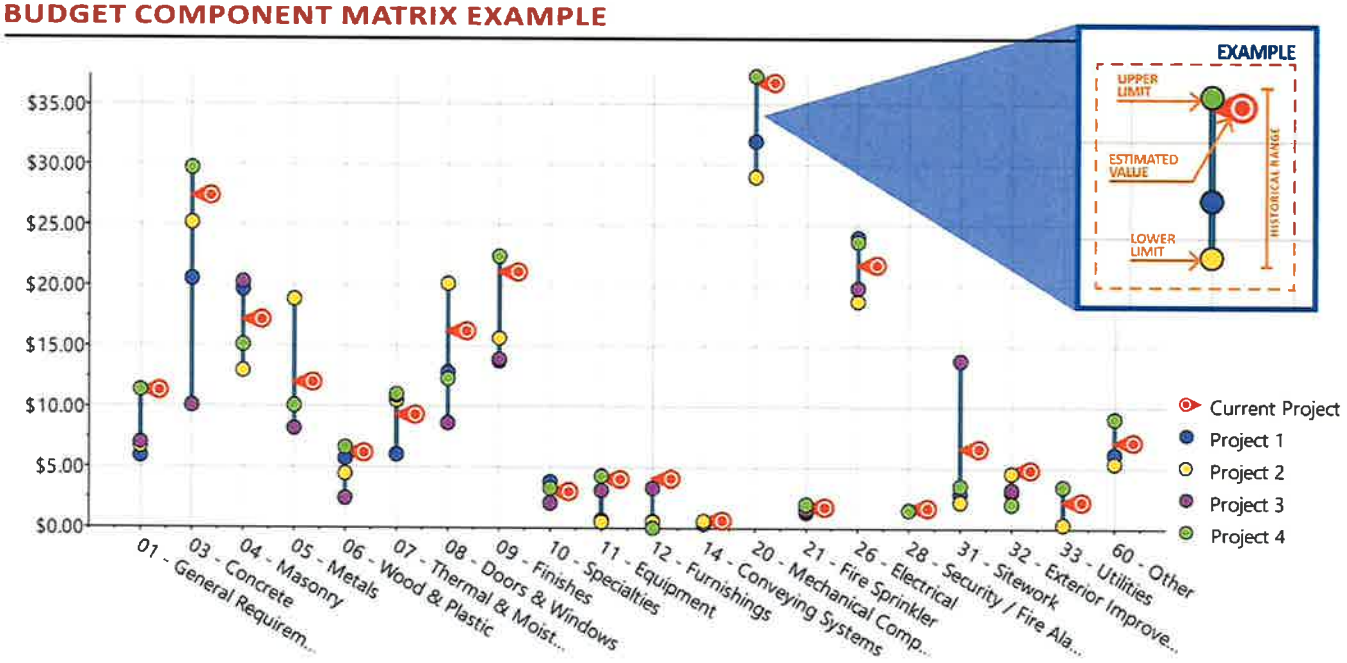
## Hit The Ground Running

MCL Construction will establish a Target Value Estimate (TVE) that acts as the foundational document in our preconstruction efforts. The TVE establishes the budget within which the design and final work scope must fit. This process begins with an exhaustive review of the basis of design information and most recent accompanying design information. The initial assessment will document questions that arise so the project team can continue driving the design process forward with complete transparency for project scope and expected outcomes. The review is essential as it identifies the most significant risk for the project. You might be asking, "What is risk?" It exists within the unknowns of the project because of lack of design detail or forthcoming information. Estimated allowances within the TVE protect the budget by allocating for scope that is yet to be established, but which are identified early and tracked as design and construction progress.



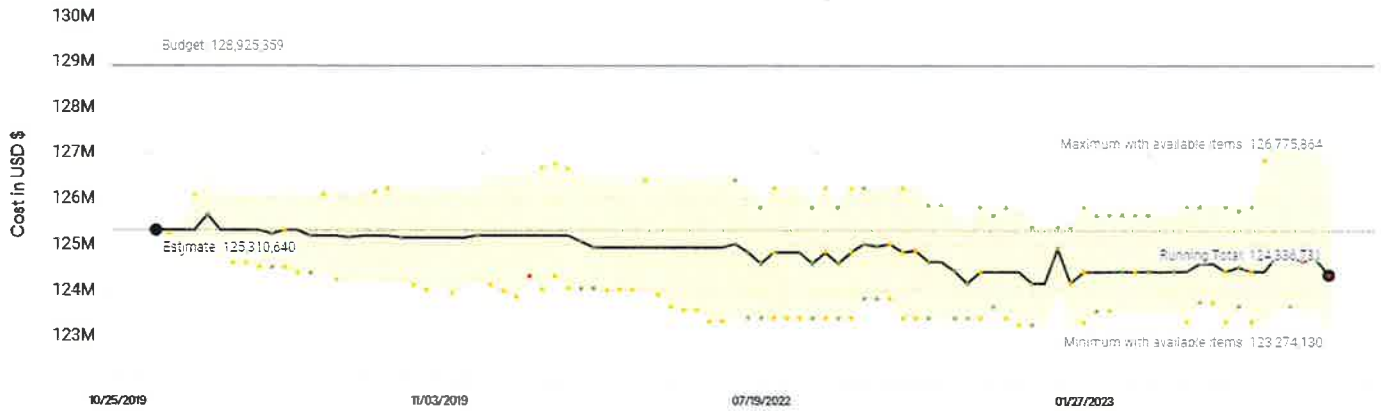

To develop our initial comprehensive base budget, we will establish target values of building components such as curtain wall, conveying systems, specialty ceiling systems, and lighting systems. These components will then be stacked against a building cost database. Each component of the building program will be independently evaluated with the team to give an understanding on how costs are generated for each building system. Conversations can be focused on specific components allowing us to do a thorough and educated assessment prior to making decisions.

### BUDGET COMPONENT MATRIX EXAMPLE



## Estimate In Real-Time

Real-time estimating gives project owners the power to see how their decisions impact the project budget. Using the interactive tool, Join, they can see how design impacts budget and can base decisions off future implications in real time. The program brings MCL Construction, owners, and architects together on a virtual dashboard to facilitate informed decision making throughout the project.




## Level of Design

We understand time is needed to provide owners with full-estimate deliverables to evaluate after each design level. The following graphic details our timelines based on each level of design. Our preference is to set a Guaranteed Maximum Price (GMP) for the project after Design Development (DD).

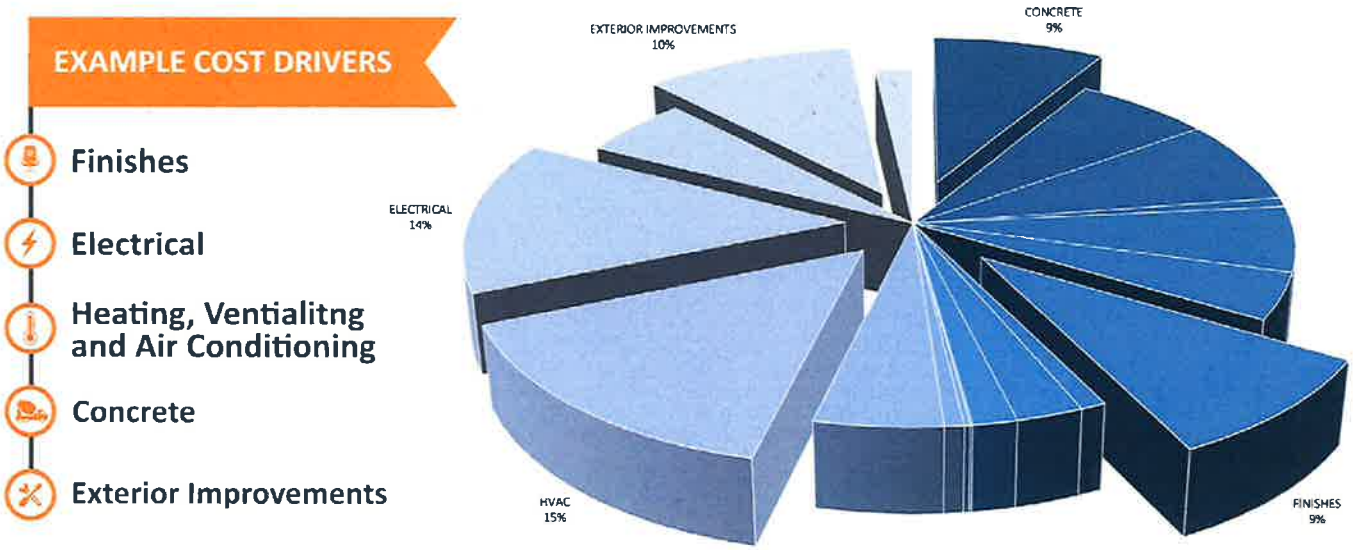
### Estimating Timeline:






## Budget Evaluations

If our estimate indicates that the preliminary design exceeds the target values established with the component budget matrix, we will know, system by system, where those differences are. This information allows us to focus on any scope of work that exceeds the target budget. The MCL Construction preconstruction team is well versed in working with our customers and design partners at any design level to consider what could be done differently yet maintain the architectural intent while eliminating cost.




Cost drivers show us where the project's cost is—the bigger the piece of the pie, the more opportunity for cost savings and value management. Using our budget component matrix, we can highlight where cost drivers for the project lie, identify what risks are present for budget variances, and see our greatest opportunities for maximizing budget control. The goal with our efforts through these exercises is to efficiently navigate through design development decisions and allocate budget in project features and systems which the key stakeholders deem valuable.

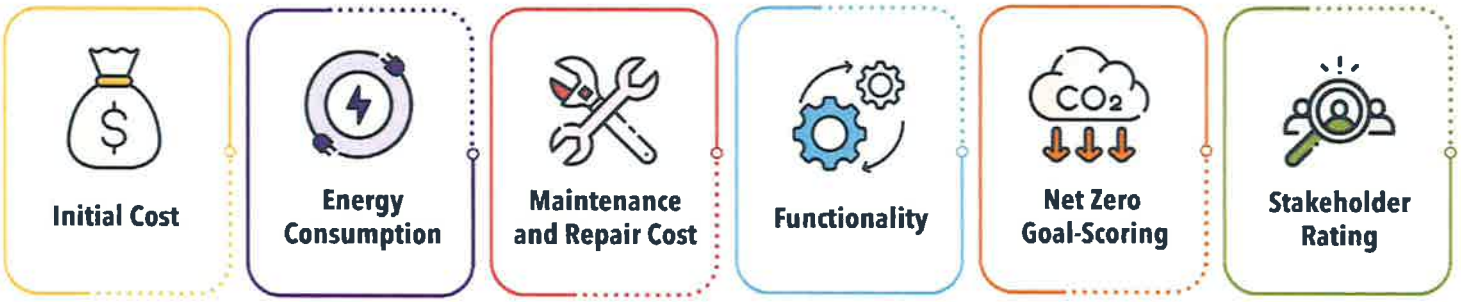
## Finding Value In The Details

Budget control and planning occur continuously throughout preconstruction by inspecting building components through document development, not just at design milestones. Our team examines and evaluates all aspects of the project including:

- Exterior Skin Assemblies
- Mechanical and Electrical Systems
- Building Finishes
- Structural Components

We do this to assess cost, aesthetics, schedule, quality

We simplify this process objectively by creating criteria which we can evaluate the "pros and cons" of the components being evaluated. Criteria are divided into five categories:



Maximizing Value
Our ultimate goal as your construction manager is to maximize the value of every dollar at every phase. As construction progresses, MCL Construction will constantly be evaluating the performance of the GMP Budget against remaining risk factors in the scope of work yet to be completed looking for opportunities to return money back to owners. Those funds will be the aggregate of GMP performance credits, unnecessary contingency funds, and procurement buyout gains. MCL Construction will consult with the project team on specified dates for these give back events. As major milestones in construction are identified, they will serve as bench marks for the release of money back to the ownership team for unrestricted use. Milestone dates are aligned with points of construction where MCL Construction has by-passed potential locations where the project team may have assumed the existence of unforeseen conditions and these funds would have been a necessity. The most crucial aspect of managing these funds is keeping our records transparent and available so all members know exactly where our costs stand as the project progresses.



***e. Abilities and methods to report construction progress and budget status***

Our detailed approach to assembling the guaranteed maximum price is detailed in the firm background and experience section within this deliverable. MCL Construction's approach to managing that estimate through the duration of construction is centered on real time and informed decision making with all project partners.

## Join

This platform will allow project stakeholders to have real time insight into how their budget is trending. This tool will be valuable to City of Bellevue and the design team to have insight and understanding around the implications decisions have on the overall budget as considerations are made on the approval or rejection of items.

As construction progresses, we continue to manage cost and maximize the value of every dollar at every phase.

## Maximizing Value

MCL Construction will constantly be evaluating the performance of the GMP Budget against remaining risk factors in the scope of work yet to be completed looking for opportunities to return money back to owners. Those funds will be the aggregate of GMP performance credits, unnecessary contingency funds, and procurement buyout gains. MCL Construction will consult with the project team on specified dates for these give back events. As major milestones in construction are identified, they will serve as benchmarks for the release of money back to the ownership team for unrestricted use. Milestone dates are aligned with points of construction where MCL Construction has by-passed potential locations where the project team may have assumed the existence of unforeseen conditions and these funds would have been a necessity. The most crucial aspect of managing these funds is keeping our records transparent and available so all members know exactly where our costs stand as the project progresses.

The CMR Delivery Method is fully transparent and the projects financial health is communicated from day one using the following tools:

### Buyout Log

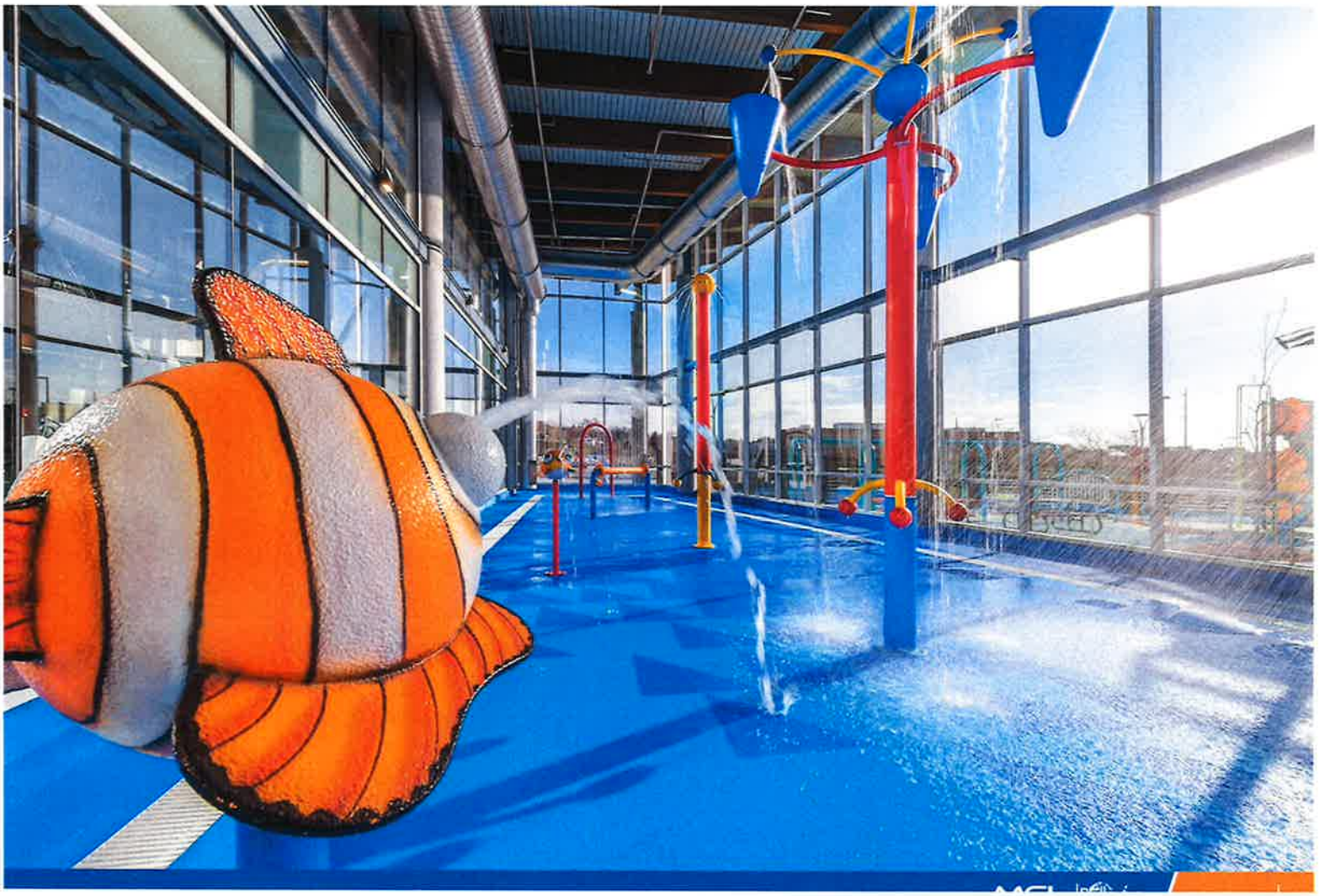
The Subcontractor Buyout Log tracks the cost of contracts compared to the GMP stated subcontract scope budgets in a easy to follow outline. This layout allows for an accurate forecasting of future budgets. Additionally, this tool will highlight outstanding scopes of work that still requires buyout or bidding and how these scopes will impact the GMP.

### GMP Budget Management Log

The financial implications of changes are documented and tracked through the project GMP Budget Management Log which identifies and records all potential and existing changes. We review the tracking system weekly with the entire project team. We are fully transparent; this information keeps you fully informed on project costs and helps you make informed decisions on potential and future changes.

### Monthly Construction Report

On a monthly basis, your expectation should be to receive from the MCL Construction project team a comprehensive executive summary which will include a detailed report of weekly OAC meetings and project coordination meeting outcomes, summary of the past month's construction activity achievements, executive overview of budget and GMP related topics, and updated Master Schedule with an accompanying narrative for explanation. If other supporting Key Performance Indicators are identified in our project chartering workshop such as sustainability or diversity-equity-inclusion targets, as an example, reporting on these values will be included in the construction reports shared with the team each month for complete transparency of where your budget stands.



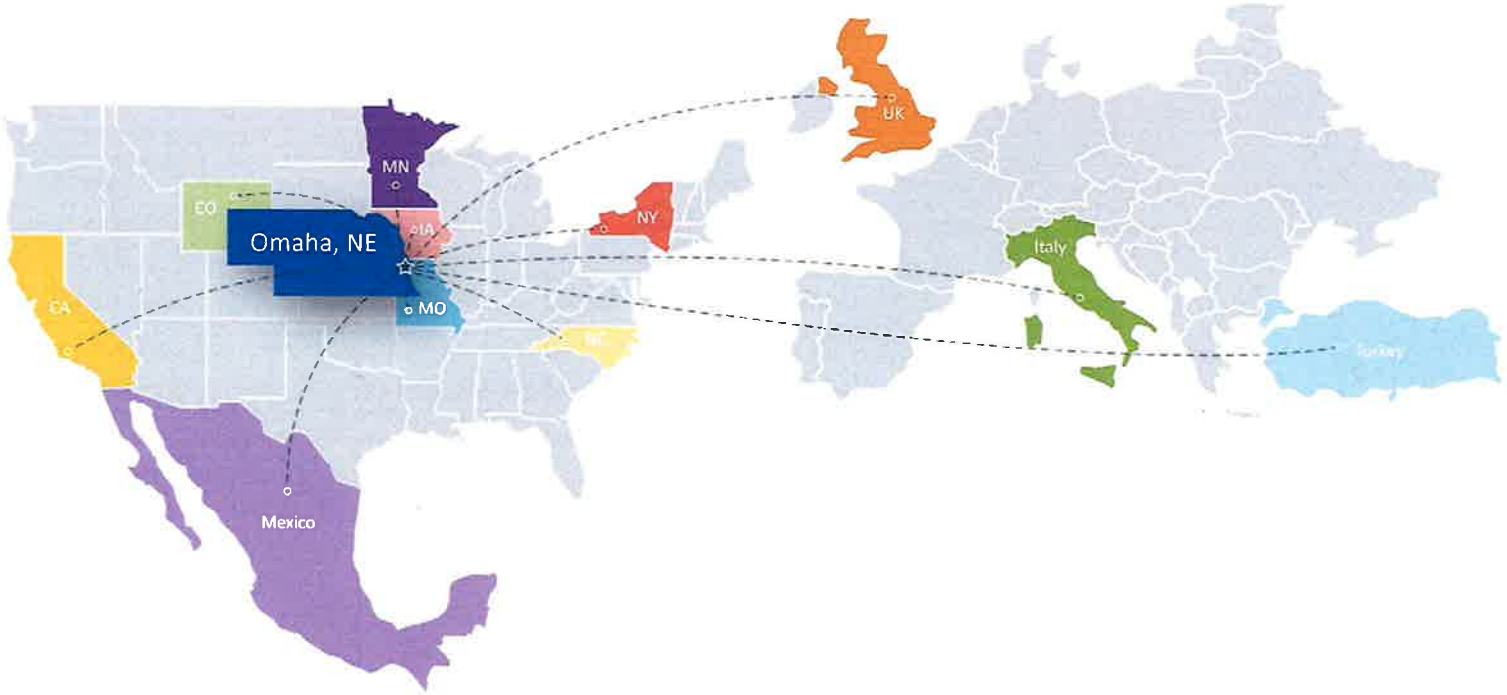
*f. Plan or procedures to address operational shortfalls that threaten timely delivery of the project*

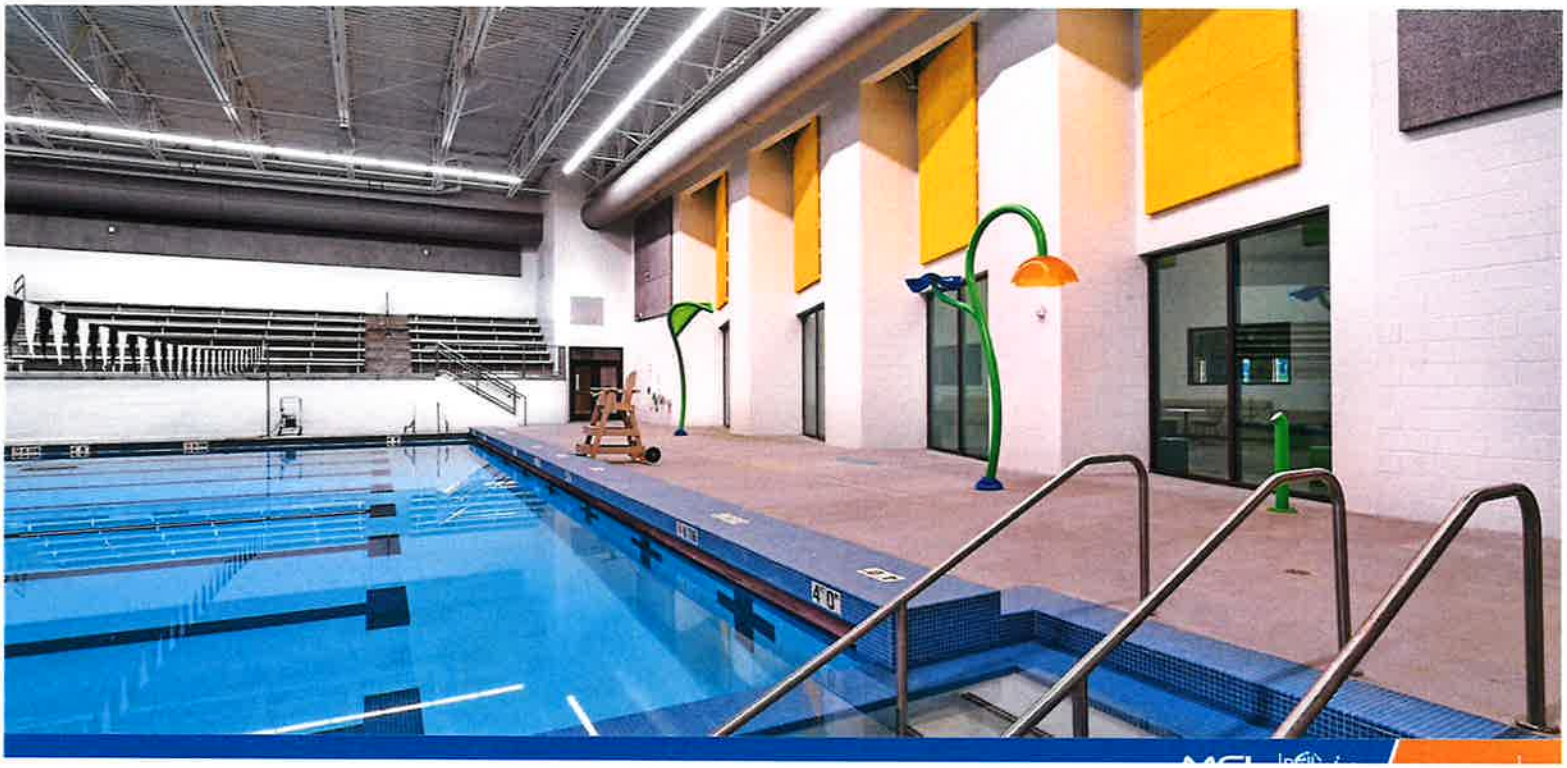
## Bid Packaging

Proactive planning for early purchasing and procuring material through early packages eliminates concerns for schedule delays due to long lead times. Early packages we are proposing would be:

- Bid Package #1: Whitewater West, OpenAire, Earthwork, Utilities, Mechanical, Electrical, Fire Sprinkler, Precast, Pool Sub, Concrete
- Bid Package #2: Full buildout - remaining subs

The CMR delivery method allows MCL Construction to assist the design team in either selecting more local or regional products that are readily available or provide a detailed early procurement plan for sourcing the materials. On one recent project, MCL Construction established a pre-purchase of all flooring materials prior to having a subcontractor on board to ensure the project maintained on schedule.



## Critical Constraints Log

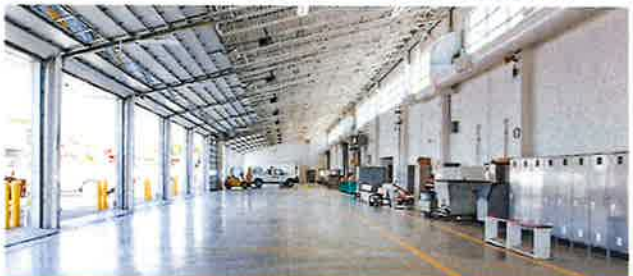
The Critical Constraint Log is a team document used throughout all phases of construction that sets accountability among all team members to identify issues, decisions, and procurement items which have a potential to impact the project schedule. It gives those responsible an opportunity to react before the project completion date is negatively impacted by providing detailed information on what is needed, a path to complete, and time constraint information. This document is reviewed weekly at Owner, Architect, and Contractor (OAC) Meetings with the goal of keeping everyone informed of the project's most pressing issues.

| CRITICAL CONSTRAINTS LOG | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Category | Issue Description | Required Information or Activity | Process to Acquire Required Information or Complete Activity | Current Responsibility | Date Required By | Completion Date | Calendar Days Until or Past Scheduled Completion | Issue Activity | Status |
| BIM Coordination | | | | | | | | | |
| Site Demolition, Sitework and Site Utilities | | | | | | | | | |
| Equipment and Owner Furnishings | | | | | | | | | |
| Mechanical, Fire Suppresion and Electrical | | | | | | | | | |
| General Construction/ Coordination | | | | | | | | | |

## Subcontractor Management

Crafted into the RFP protocol are subcontractor expectations for budget and schedule performance within the components being solicited. The award of the packages comes with expectations around quality, schedule and performance. Failure to meet these expectations will result in an allocation of resources to keep the project schedule on track.





## OPPD Property Exchange

During construction of the OPPD Property Exchange building, the MCL Construction team became concerned with the productivity of individuals subcontracted to complete site pavement. MCL Construction negotiated a deal where we were allowed to bring on an outside entity to share the site pavement scope. This allocation of resources was essential to remaining on schedule. Failure to complete this scope before winter would cause massive delays and sacrifice key milestones dates.

*g. Safety approach and past records*

## Safety Program

MCL Construction puts over 36 years of construction safety knowledge into action every day. Our safety program is comprehensive, controlled, and customized to each project. Our employees and our subcontractors are instructed that before performing any task, take the time to think it through so it may be performed safely and correctly.

### Preconstruction Safety

MCL Construction's project-specific safety plan formulates in the preconstruction process. MCL Construction reviews all subcontractors' safety plans, Experience Modification Rate (EMR), and Total Recordable Incident Rate (TRIR) prior to selection. Additionally, we look at past safety performance and experiences with each subcontractor to qualify them to work on the project and be able to adhere to our safety policies. If a subcontractor is deficient in any of these areas, MCL Construction will work directly with them to improve in those areas and monitor their safety performance throughout the duration of the project.

MCL Construction understands our role in promoting, teaching, and monitoring safety as the Construction Manager/ General Contractor on projects. Prior to any contractor starting work on a project, they are required to attend a site specific safety orientation video and presentation. These orientations are thorough, documented, and administered by the MCL Construction Project Superintendent. Everyone who completes the orientation receives a hard hat sticker to wear, signaling their permission to work on site.

| YEAR | TCIR | DART | EMR |
|---|---|---|---|
| 2024 | 1.34 | 1.34 | 0.65 |
| 2023 | 1.75 | 0.87 | 0.72 |
| 2022 | 1.05 | 0.00 | 0.78 |
| 2021 | 1.20 | 0.60 | 0.95 |
| 2020 | 3.06 | 1.02 | 0.97 |

### Safety Action Plan

Prior to construction mobilization, MCL Construction develops and shares a safety action plan to be used as a tool through construction. This plan is shared with the entire project team and stakeholders and identifies the following:

- Key Emergency Personal Contact Information
- Hazards associated with the Scope of Work
- Inspections
- Environmental and Special Considerations

### Safety Tools For Success

MCL Construction utilizes many different tools for safety success on our projects. One of our most important tools is the MCL Construction project team itself. Our team is CPR/First-Aid/AED certified as well as OSHA 10-Hour certified. MCL Construction's company-wide commitment to safety reinforces and sets the standard for a worker's individual responsibility to work safely. Our goal is to have zero incidents on a project and, to help us achieve this, we utilize several safety strategies and tools on the project site.



**Site Logistics Plan** – A detailed and concise site logistics plan that focuses on efficient site layout, safe access/egress, traffic flow, parking, staging areas, and job site signage.



**Job Hazard Analysis** – A technique that focuses on job tasks to identify hazards before they occur. It focuses on the relationship between the worker, the task, the tools, and the work environment. These are required to be filled out each day and turned in to MCL Construction.

**Stretch and Flex Program –** All employees begin each shift with our Stretch & Flex program designed by a licensed physical therapist for the work we perform.

**Monthly Jobsite Safety Meetings –** Mandatory monthly safety meetings for all employees and subcontractors. This meeting serves as an opportunity to talk about recent safety initiatives, near-misses, provide safety training, and for showing appreciation for working safely.

**Personal Protective Equipment (PPE) –** At all times on the project site, MCL Construction requires hard hats, safety glasses, gloves, and high visibility clothing. We also require work boots, long pants or jeans, and shirts with sleeves. There are no exceptions to this rule and it is enforced strictly. Anyone not following our PPE requirements will be asked to become compliant; failure to do so results in removal from the project site.

**Daily Safety Inspections –** MCL requires every project to complete a documented daily safety inspection. All inspections are made in Procore which is a computer-based auditing program that collects data from our job sites to identify problem areas, trends, problem subcontractors, and response times.

**Preconstruction Meetings –** MCL Construction requires certain high-risk construction activities to have a preconstruction meeting before work begins. Activities such as trenching, roofing, and fall protection work all present unique hazards that must be talked about beforehand. These meetings ensure that everyone is on the same page from a safety standpoint and also makes sure that work will not be stopped or slowed because of safety.

**Training and Education –** Continued training and education are vital to the success of a project. In addition to the OSHA 10-Hour and First-Aid/CPR/AED training, MCL Construction also provides ongoing training that includes but is not limited to:



**Staff Safety Training Include:**

- First-Aid/CPR/AED Certified
- Defensive Driving
- OSHA 10 Hour Training
- Forklift Certified
- Virtual Reality (VR) Fall Protection Training
- Silica Exposure Prevention Training
- Bloodborne Pathogen Training
- Hand and Power Tool Safety Training
- Fire Prevention and Protection Training
- Hazard Communication Training

***h. Training and support capabilities***

At MCL Construction, employees are trained through the company's PILOT program. PILOT is short for Promoting Innovation, Leadership Operations, and Technology.

Our MCL Construction PILOT Program aims to equip each employee with a strong foundation of MCL Construction Basics to build an understanding of the "MCL Way" in construction, quality, safety, project management, and coaching. This foundation is anchored in our company culture and values.

Additionally, our continual skill development curriculum supports employee career pathing by offering various learning opportunities, including leadership development, mentorship programs, knowledge sharing, job shadowing, and customized solutions for specific learning needs. These opportunities are provided in conjunction with compliance and safety training.



# 6 COMPLIANCE

***6. The previous and existing compliance of the design-builder or construction manager with laws relating to the contract.***

***a. History of litigation or noncompliance with regulatory agencies***

MCL Construction does not have a history of litigation or noncompliance with regulatory agencies.



# 7 OTHER INFORMATION

***7. Any other information bearing upon the selection, including but not limited to: the design-builder's or construction manager's ideas and recommendations for carrying out the project and their safety record and safety programs.***

***a. Percentage of cost savings from the Work returned to owner***

## Experience Matters

Bellevue Bay will be the first of its kind waterpark in Bellevue, NE. Community members have high expectations for the aquatics space and the city has a responsibility to select a construction manager who can uphold the expectations set by the city, community, and all project stakeholders. You need a partner you can trust to bring experience and partnerships that will make the building process as exciting as opening day.

MCL Construction has that experience you want and need. In our preliminary research of your project, we referenced past water park project and lessons learned from those individual projects to highlight our experience and showcase our understanding of the detail required for pool construction. The following items will be necessary for us to manage and monitor for a successful project completion.

### Water stops

Failure to monitor the location and installation of water stops creates the potential for leaking at concrete pour joints, rusting, and change orders through the construction process. MCL Construction will make this topic a priority in our weekly team meetings so the team is aware of the process, the location of the stops, and what quality checks to monitor. We will observe the pours, installation of the water stops, and capture the process.






### Concrete Cover

The proper concrete cover over rebar is essential to make sure rebar does not rust and bleed rust through the concrete onto pool finishes and into the water.

During our pre-installation checks, MCL Construction will take responsibility to making sure enough cover is poured before the task is considered complete. It will be a checklist item on our routine concrete inspections.

**Lesson Learned At Past Project:** During pool construction at a previous project, the designated pool contractor did not have rebar in the right spot and only had a half inch concrete cover. Failure to catch this would have resulted in orange or rusted pool finishes. MCL Construction caught the error during a pre-inspection and was able to step in and make sure the task was corrected before subcontractors could move on and the pool appearance suffered.

### Electrical Bonding

Correct electrical bonding to anything that is conductive within the water space is essential to the safety of the public.

MCL Construction will work directly with the electrical contractor to ensure proper bonding takes place. MCL Construction Superintendent Ted Horacek brings 6 years of pool construction experience to the project team and understands this is the most important step in any pool construction. He will conduct quality checks and pre-installation checks to make sure the correct process is being followed, additionally he will not sign off on any additional work until he receives confirmation from an electrical inspector and receives a safety tag for the work being reviewed.

### Efficiency in Utility Coordination

Most recently, MCL Construction completed the Gretna Crossing YMCA and Outdoor Aquatic Center. The Zero Entry Pool and Lazy River ran adjacent to one another. The approach was to dig the spaces independently which resulted in a 30 foot gap between the pools. Coordination for running piping and utilities was a complex approach below grade to prevent any clashes. MCL Construction deployed BIM technology to see all piping and utility paths, eliminating the unknown and prevented clashes.



Based on past experience, MCL Construction would propose the idea of digging the entire space at once and backfilling as necessary as piping and utilities are run. This process of laying underground piping so that they cross at the proper elevations when installed helps the team visualize the path of pipes and utilities and streamline the process without concern for clashes.

## Virtual Design and Construction Integration

Virtual Design and Construction and BIM technologies ensure we build and deliver complete projects. MCL Construction integrates the technology into every project to add value and overall project efficiency.

We deploy a number of technologies through the duration of the project to give the project team and owners a technical view of their project. This perspective is proven to eliminate errors and enhance or protect the overall budget and schedule.

Tools MCL Construction plans to utilize on the Bellevue Bay project:

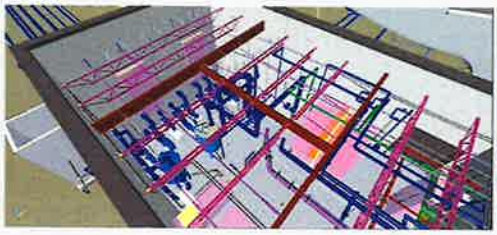
### Model Coordination

Model coordination establishes a collaborative environment in which each subcontractor's system is laid out and optimized through clash analysis. We have proven that identifying and resolving a clash in the virtual environment saves an estimated $1,500 per instance. A typical commercial project has up to 3,000 clashes per floor. After we eliminate the artificial clashes (instances where hangers attach to deck or pipes penetrate walls), we're typically left with 150 clashes per floor with a potential cost impact of $225,000. Our approach eliminates those clashes and saves on the overall budget. The coordination team will not sign off on the model until systems routing is finalized, equipment maintenance clearances have been identified, and asset identifiers have been assigned.

## Model Coordination at Gretna Crossing YMCA and Outdoor Aquatic Center

MCL Construction was responsible for coordinating 5 miles of underground pipes at the Gretna Crossing YMCA and Outdoor Aquatic Center. It was essential that we had systems in place to direct subcontractors accordingly. MCL Construction utilized our in house BIM team and model coordination to virtually map out the five miles of underground utilities. These images were developed with subcontractor input to make sure individual plans did not clash with other trade partners.

Utilizing this technology eliminated clashes, enhanced communication, and saved time on the overall project budget and schedule.


### OpenSpace

OpenSpace is a cloud-based software platform that allows owners, the MCL Construction project team, architects, and designers to tour the construction site and digitally archive each stage of the building. For the Bellevue Bay project, OpenSpace will give national vendors and out of state project partners the opportunity to be actively involved in every step of the construction process virtually.

## OpenSpace At Centris Federal Credit Union

Normal construction operations at Centris Federal Credit Union was interrupted by COVID-19. In person visits to jobsite and in person Owner, Architect, and Contractor meetings became virtual. MCL Construction utilized OpenSpace to bring owners and project partners into the space without physically being there. The technology enabled detailed communication on construction progress, real time feedback from owners, and efficient collaboration between project stakeholders.

### Virtual Reality

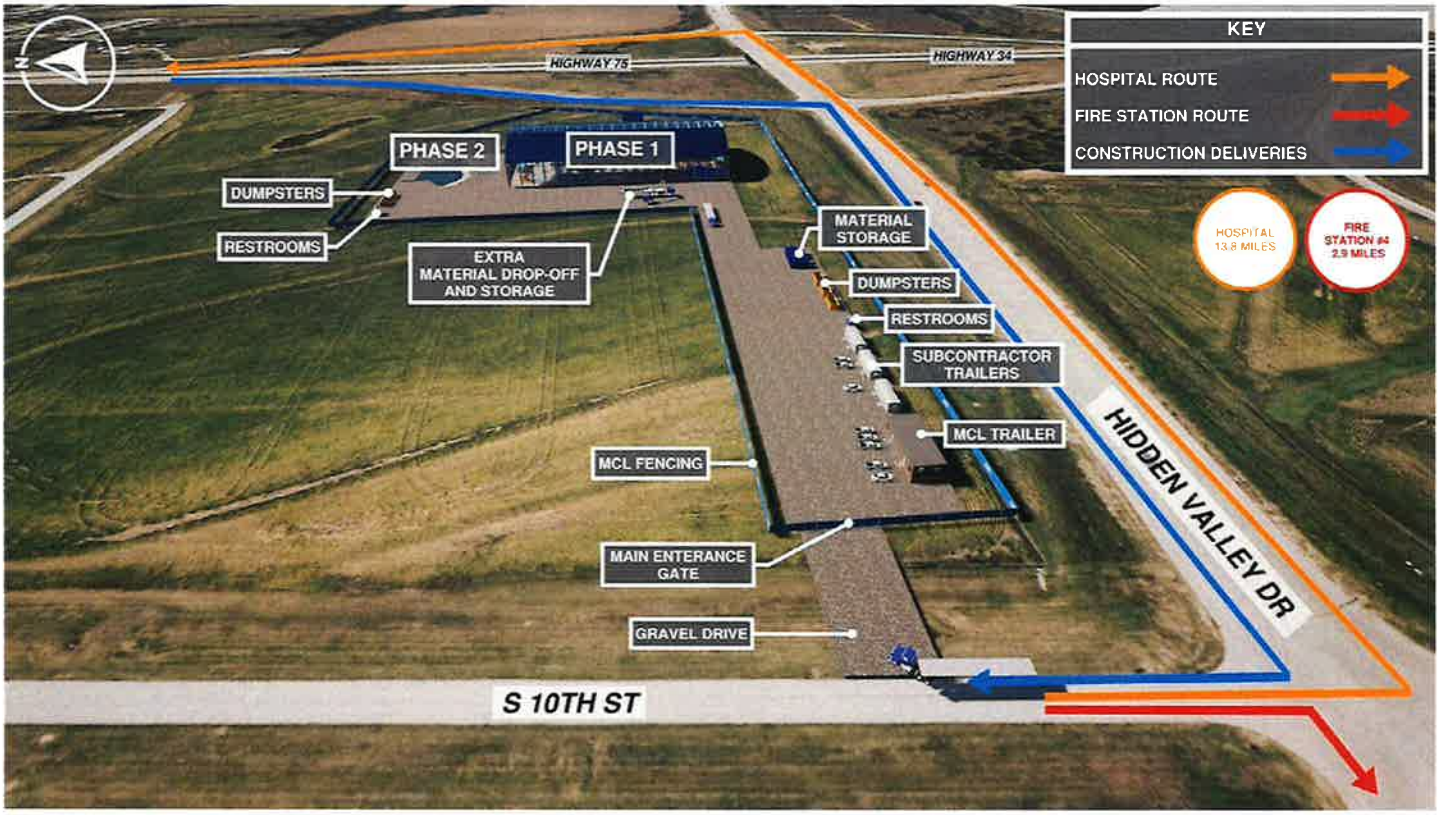
One way MCL Construction facilitates programming and constructability review is through virtual reality (VR). The VR environment is an immersive experience allowing users to feel as though they are standing in the finished space long before actual construction begins. It gives owners a greater understanding of the space and allows project contributors to better assess everything in layout and design. MCL Construction's VR software is a collaborative environment allowing for multiple users to access the model in multiple locations simultaneously. In cases when a headset is not readily accessible, project members can join via a standard PC allowing for productive dialog among all key contributors.

## Virtual Reality at Gretna East High School

The VR walk-through verified the project team's suspicion that the gymnasium scoreboards might be obscured by the elevated running tracks railing and spectators standing on the track during events in the gym. The VR walk-through was used to view these scoreboards from multiple areas and levels in the gym and ultimately led to the decision to raise them from 7 ft. 9in. to 9 ft.

## Site Logistics Plan

MCL Construction utilizes our virtual design and construction team to assemble a 3 dimensional image of the project site that is used as a communication tool throughout construction. The plan is used to let all project partners know the layout and accessibility of the project site to reduce congestion and enhance efficiency. The preliminary site plan for your Bellevue Bay project is detailed below. It illustrates our initial plans for maintaining a safe site, site access, material laydown, contractor parking, and heavy equipment staging. Once selected for the project, MCL Construction will work with all project stakeholders to finalize a logistics plan that will be distributed prior to mobilization. As modifications are made, the plan will be updated with all project partners to guarantee efficient communication and transparency through the duration of the project.




## Engineering Integration

We recognize the complexities of the mechanical, electrical, plumbing and technology systems within a construction project. Our Engineering Integration team brings a comprehensive 94 years of combined engineering experience to your Bellevue Bay Indoor Water Park. This team adds value early in the design process and through construction to enhance efficiencies, reduce change orders, and add to the longevity of your building.



**Rich Woodson, PE**
*Engineering Integration/ Sustainability Manager*



**Gary Lange**
*Senior Integration Engineer*



**Gabe Erdei**
*Senior Integration Engineer*



**Cole Kalkowski**
*Integration Engineer*

### Integration With Design Reviews

In the last 24 months through detailed design reviews, the engineering integration team has found over 2,200 design deficiencies. This team worked with the Engineer of Record to get these corrected before we even started construction.

### Integration Through Construction Observations

This team will walk the construction site looking through the lens of an engineer to ensure that the systems are installed correctly. To date, we have found 1,110 construction deficiencies through our site observations. All these items are then communicated to the subcontractors and corrected within two weeks.

### Commissioning Oversite

The Engineering Integration team can perform commissioning through functional testing of the mechanical, electrical, and plumbing systems to ensure that these systems are operating correctly. Through our expertise and working in conjunction with the Controls Contractor, we can correct deficiencies immediately.

## Specific Value in Your Bellevue Aquatics Space

### Air and Water Quality

Chloramines in the water have the potential to irritate the skin, eyes, respiratory tract, and have harmful effects to the structure of the pool itself including corrosion of metals around the venue and in air handling systems. To ensure the best experience for your guests, MCL Construction's Engineering Integration team will work with the engineer of record to provide oversight during design, construction and commissioning to ensure proper air movement between supply, return, and exhaust to allow the chloramines to be properly removed from the venue.

### Proper Dehumidification Systems

Inadequate indoor air quality has the potential to impact guests, employees, and building components. MCL Construction's Engineering Integration Team will be a resource for the engineering team to review design, making sure all systems are appropriately sized taking the solar gain of a glass structure into account when selecting the appropriate systems.

### Negative Space

Careful coordination during and after construction will need to be in place to make sure the pool area remains negative. MCL Construction will be your partner in making sure your pool is negative to adjacent spaces and not pushing air into populated spaces.





# APPENDIX

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/20/2024

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

| PRODUCER | CONTACT NAME: Angie Goforth |
|---|---|
| FNIC<br>P.O. Box 45279<br>Omaha NE 68145-0279 | PHONE (A/C, No, Ext): 402-861-7000 FAX (A/C, No):<br>E-MAIL ADDRESS: angie.goforth@fnicgroup.com |

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : The Continental Insurance Company | 35289 |
| INSURER B : National Fire Insurance Co of Hartford | 20478 |
| INSURER C : Valley Forge Insurance Co. | 20508 |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED**
Meyers-Carlisle-Leapley Construction Co., Inc.
14558 Portal Circle
LaVista NE 68138

**COVERAGES** **CERTIFICATE NUMBER:** 148113064 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| B | X **COMMERCIAL GENERAL LIABILITY**<br>CLAIMS-MADE X OCCUR<br>X 1000 PD Ded<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY X PRO-JECT X LOC<br>OTHER: | Y | Y | 7034060454 | 8/4/2023 | 8/4/2024 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 500,000<br>$ 15,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000<br>$ |
| C | **AUTOMOBILE LIABILITY**<br>X ANY AUTO<br>OWNED AUTOS ONLY<br>HIRED AUTOS ONLY<br>SCHEDULED AUTOS<br>NON-OWNED AUTOS ONLY | | Y | 7034043153 | 8/4/2023 | 8/4/2024 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$<br>$ |
| A | X **UMBRELLA LIAB** X OCCUR<br>**EXCESS LIAB** CLAIMS-MADE<br>DED X RETENTION $ 0 | Y | Y | 7034043170 | 8/4/2023 | 8/4/2024 | EACH OCCURRENCE<br>AGGREGATE | $ 15,000,000<br>$ 15,000,000<br>$ |
| A | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? **(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | Y | WC734043167 | 8/4/2023 | 8/4/2024 | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| A | Blanket Builder's Risk | | | 7034396993 | 8/4/2023 | 8/4/2024 | 25,000,000<br>1,000,000<br>10,000 | Any One Loc<br>Temp/Transit<br>Deductible |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**
Builders Risk: Joisted Masonry Projects Limit: $10,000,000; Frame Projects Limit: $5,000,000.
RE: The Bellevue City Water Park.
The City of Bellevue and its officers, agents and employees, the Architect and its consultants and employees are primary, non contributory additional insured for general liability and umbrella if required by written contract executed prior to loss. Primary & noncontributory status is governed by the terms & conditions of the insurance policies of all parties to the contract. Waiver of Subrogation for the additional insured applies to general liability, auto liability, umbrella and workers compensation, if required by written contract executed prior to loss. The policies have been endorsed to provide 30 days' notice of cancellation.

**CERTIFICATE HOLDER**

City of Bellevue
1500 W. Wall Street
Bellevue NE 68005

**CANCELLATION**

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



The ACORD name and logo are registered marks of ACORD

City of Bellevue City

# CERTIFICATE OF INSURANCE

| Insured | Agent | Issue Date |
|---|---|---|
| | | Insurance for City of Wylie<br>Project No.: |

| Insurance Company(ies) | Policy No. | Licensed in |
|---|---|---|
| CGL | | Yes [ ] No [ ] |
| AL | | Yes [ ] No [ ] |
| WC/EL | | Yes [ ] No [ ] |
| Other | | Yes [ ] No [ ] |

| **Type of Coverage** (check all that apply) | Limit | Deductible | Effective Date of Coverage (from - to) |
|---|---|---|---|
| **Commercial General Liability Including but not limited to:** | | | |
| [x ] a. Aggregate | 2,000,000 | | |
| [x ] b. Per Occurrence | 1,000,000 | 1,000 property damage | |
| [ ] c. Premises/Operations | | | |
| [ ] d. Independent Construction Managers | | | |
| [x ] e. Personal Injury | 1,000,000 | | |
| [x ] f. Products/Completed Operations Aggregate | 2,000,000 | | |
| [ ] g. XCU Hazards | | | |
| [ ] h. Contractual Liability | | | |
| **Automobile Liability (CSL)** | | | |
| [x] a. Any Auto | 1,000,000 | | |
| [ ] b. Hired Autos | | | |
| [ ] c. Non-owned Autos | | | |
| **Workers Compensation and Employers Liability** | | | |
| [x] Workers Compensation | Statutory | | |
| [x] Employers Liability - Each Accident | 1,000,000 | | |
| [x ] Disease (Policy Limit) | 1,000,000 | | |
| [x] Disease (Each Employee) | 1,000,000 | | |
| **Other: (Specify)** | | | |
| [ ] Excess General Liability | | | |
| [x ] Umbrella Liability | 15,000,000 | 0 | |
| [x ] Builder's All Risk Insurance | 25,000,000 - See certificate of insurance for details | | |

**Special Contract Requirements**

Please indicate, with respects to the above insurance policies, that:

[x ] Yes [ ] No 1. The City is named as an additional insured in the primary commercial general liability, excess commercial general liability, and/or umbrella liability policies.

[x ] Yes [ ] No 2. A waiver of subrogation in favor of the City is included in the commercial general liability and workers compensation insurance policies.

[x] Yes [ ] No 3. The insurer(s) agree to provide the City an unconditional thirty (30) days advance notice should coverage be canceled or non-renewed. Additionally immediate notice will be provided to the City for any material changes in coverage.

[x] Yes [ ] No 4. All companies listed are financially solvent and are either licensed by the State of Nebraska or are respected Excess/Surplus lines carriers.

Angie Goforth

Authorized Signature _____

**Exceptions**

(Please note any exceptions or conditions of your policy(ies) which may deviate from the terms and conditions set forth by the City's contract.)

Please refer to the certificate of insurance provided for complete coverage details.

**PLEASE PRINT AUTHORIZED SIGNATURE INFORMATION**

Angie Goforth

Name

14040 FNB Parkway, Ste 300

Address

Omaha NE 68154

City, State, and Zip

402-861-7095

Telephone No.

Angie Goforth

Authorized Signature: _____

**ATTACHMENT "D"**
**RFP #0001**
**CITY OF BELLEVUE CITY INSURANCE REQUIREMENTS AFFIDAVIT**

TO BE COMPLETED BY APPROPRIATE INSURANCE AGENT/BROKER

I, the undersigned agent/broker, certify that the insurance requirements contained in this proposal document have been reviewed by me with the below-identified proposer. If the below identified proposer is notified of being selected the CM-at-R by the City of Bellevue City, I will be able to, within five (5) business days after being notified of such, furnish a valid insurance certificate to the City of Bellevue City using the form provided by the City containing coverage as follows: Worker's Compensation for the statutory amounts, Commercial General Liability with coverage of $1,000,000 per occurrence and $2,000,000 annual aggregate for bodily injury, death and property damage written on an occurrence basis, and Comprehensive Automobile Liability covering owned, non-owned and hired vehicles with a combined single limit coverage of $1,000,000 for bodily injury, death or property damage written on an occurrence basis.

Angie Goforth
Agent (Signature)

**PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:**

Angie Goforth
Name Of Agent/Broker:

14040 FNB Parkway, Ste 300
Address Of Agent/Broker:

Omaha NE 68154
City, State, and Zip:

402-861-7095
Agent/Broker Telephone No.:

06/20/2024
Date:

Angie Goforth
Proposer's Name:

**NOTE TO AGENT/BROKER**

If the time requirement stated above is not met, the City has the right to reject this proposal.

indio SIGN

# Certificate of Completion

## Summary

| | |
|---|---|
| Title | Bellevue City CMAR RFP Insurance (003) |
| File name | Bellevue City CMAR RFP Insurance (003).pdf |
| Status | Completed |
| Document guid: | afTUgYej-tcOKKeLFMuLRaALvBhQ1bMm |

## Document History

| | |
|---|---|
| 2024-06-20 06:31:31 PM CDT | Signed by Angie Goforth (angie.goforth@fnicgroup.com)<br>IP 98.168.206.214 |
| 2024-06-20 06:31:31 PM CDT | Signed by Angie Goforth (angie.goforth@fnicgroup.com)<br>IP 98.168.206.214 |
| 2024-06-20 06:31:31 PM CDT | Text entered by Angie Goforth (angie.goforth@fnicgroup.com)<br>IP 98.168.206.214 |
| 2024-06-20 06:31:31 PM CDT | Text entered by Angie Goforth (angie.goforth@fnicgroup.com)<br>IP 98.168.206.214 |
| 2024-06-20 06:31:31 PM CDT | Text entered by Angie Goforth (angie.goforth@fnicgroup.com)<br>IP 98.168.206.214 |
| 2024-06-20 06:31:31 PM CDT | Signed by Angie Goforth (angie.goforth@fnicgroup.com)<br>IP 98.168.206.214 |
| 2024-06-20 06:31:31 PM CDT | Text entered by Angie Goforth (angie.goforth@fnicgroup.com)<br>IP 98.168.206.214 |

| | |
|---|---|
| 2024-06-20 06:31:31 PM CDT | Signed by Angie Goforth (angie.goforth@fnicgroup.com)<br>IP 98.168.206.214 |
| 2024-06-20 06:31:31 PM CDT | Signed by Angie Goforth (angie.goforth@fnicgroup.com)<br>IP 98.168.206.214 |
| 2024-06-20 06:31:31 PM CDT | Text entered by Angie Goforth (angie.goforth@fnicgroup.com)<br>IP 98.168.206.214 |
| 2024-06-20 06:31:31 PM CDT | Text entered by Angie Goforth (angie.goforth@fnicgroup.com)<br>IP 98.168.206.214 |
| 2024-06-20 06:31:31 PM CDT | Text entered by Angie Goforth (angie.goforth@fnicgroup.com)<br>IP 98.168.206.214 |
| 2024-06-20 06:31:31 PM CDT | Text entered by Angie Goforth (angie.goforth@fnicgroup.com)<br>IP 98.168.206.214 |

DRAFT

# AIA® Document A201™ – 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

**THE OWNER:**
*(Name, legal status and address)*

City of Bellevue
1500 Wall Street
Bellevue, NE 68005

**THE ARCHITECT:**
*(Name, legal status and address)*

Holland Basham Associates
119 South 49th Avenue
Omaha, NE 68132

**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


**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.

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™, Guide for Supplementary Conditions.

**ELECTRONIC COPYING** of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.


**AIA Document A201™ – 2017.** Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.** WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 16:15:15 ET on 04/09/2020 under Order No.4941251695 which expires on 09/30/2020, and is not for resale.
**User Notes:** (1363751799)

14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES

DRAFT

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.** WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 16:15:15 ET on 04/09/2020 under Order No.4941251695 which expires on 09/30/2020, and is not for resale.
**User Notes:** (1363751799)

**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



AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 16:15:15 ET on 04/09/2020 under Order No.4941251695 which expires on 09/30/2020, and is not for resale.
User Notes:
(1363751799)

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
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**

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA' Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA' Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 16:15:15 ET on 04/09/2020 under Order No.4941251695 which expires on 09/30/2020, and is not for resale.
User Notes: (1363751799)

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

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.** WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 16:15:15 ET on 04/09/2020 under Order No.4941251695 which expires on 09/30/2020, and is not for resale.
User Notes: (1363751799)

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**

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 16:15:15 ET on 04/09/2020 under Order No.4941251695 which expires on 09/30/2020, and is not for resale.
User Notes: (1363751799)

**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**

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 16:15:15 ET on 04/09/2020 under Order No.4941251695 which expires on 09/30/2020, and is not for resale.
User Notes: (1363751799)

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**
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

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.** WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 16:15:15 ET on 04/09/2020 under Order No.4941251695 which expires on 09/30/2020, and is not for resale.
**User Notes:** (1363751799)

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**
**12**
**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

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 16:15:15 ET on 04/09/2020 under Order No. 4941251695 which expires on 09/30/2020, and is not for resale.
User Notes:
(1363751799)

## 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, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, 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. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

#### § 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 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 that portion of the Contract Documents consisting 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. 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. 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.

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA' Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA' Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 16:15:15 ET on 04/09/2020 under Order No.4941251695 which expires on 09/30/2020, and is not for resale.
User Notes:
(1363751799)

**§ 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 modifying words such as "all" and "any" and 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. 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. 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.

### § 1.6 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 and shall be deemed to have been duly served if delivered in person, by mail, by courier, 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.

### § 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

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 16:15:15 ET on 04/09/2020 under Order No.4941251695 which expires on 09/30/2020, and is not for resale.
User Notes: (1363751799)

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 shall designate in writing 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** Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, 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.

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 16:15:15 ET on 04/09/2020 under Order No. 4941251695 which expires on 09/30/2020, and is not for resale.
User Notes: (1363751799)

**§ 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. The Contractor shall be entitled to rely on the accuracy 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.

### § 2.4 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 shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

**§ 3.1.2** The Contractor shall perform the Work in accordance with the Contract Documents.

**§ 3.1.3** 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.

### § 3.2 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.

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.** WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 16:15:15 ET on 04/09/2020 under Order No.4941251695 which expires on 09/30/2020, and is not for resale.
User Notes: (1363751799)

**§ 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. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

### § 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.

**§ 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.

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 16:15:15 ET on 04/09/2020 under Order No.4941251695 which expires on 09/30/2020, and is not for resale.
User Notes: (1363751799)

**§ 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 and Architect 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 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 Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

**§ 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.

### § 3.6 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.

### § 3.7 Permits, Fees, Notices and Compliance with Laws

**§ 3.7.1** Unless otherwise provided in the Contract Documents, the Contractor 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 or reasonably should know 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 unusual nature 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 will promptly investigate such conditions and, if the Architect determines that they 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, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party 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.

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 16:15:15 ET on 04/09/2020 under Order No.4941251695 which expires on 09/30/2020, and is not for resale.
User Notes: (1363751799)

### § 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 the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; 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 represent the Contractor, and communications given to the superintendent shall be as binding as if given to 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.

### § 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.

**§ 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 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

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.** WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 16:15:15 ET on 04/09/2020 under Order No.4941251695 which expires on 09/30/2020, and is not for resale.
User Notes: (1363751799)

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

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.** WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 16:15:15 ET on 04/09/2020 under Order No.4941251695 which expires on 09/30/2020, and is not for resale.
User Notes: (1363751799)

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.

**§ 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 and Architect 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.

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.** WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 16:15:15 ET on 04/09/2020 under Order No.4941251695 which expires on 09/30/2020, and is not for resale.
User Notes: (1363751799)

**§ 3.18 Indemnification**

**§ 3.18.1** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and its employees from and against claims rom 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.

**Commented [TZ1]:** We do not agree with removing Architect and consultants, but will agree to remove agents.

**Commented [TZ2R1]:** Agents was deleted

**§ 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.

**Commented [HJ3]:** HBA does not agree with removal of Engineer and consultant

## ARTICLE 4 ARCHITECT

**§ 4.1 General**

**§ 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

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 16:15:15 ET on 04/09/2020 under Order No.4961251695 which expires on 09/30/2020, and is not for resale.
User Notes:
(1363751799)

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, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. 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 with reasonable promptness.

**§ 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.

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 16:15:15 ET on 04/09/2020 under Order No.4941251695 which expires on 09/30/2020, and is not for resale.
User Notes: (1363751799)

**§ 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 any time limits agreed upon or otherwise with reasonable promptness. 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 14-day period shall constitute notice of no reasonable objection.

**Commented [HJ4]:** HBA does not agree with removal of Architect from this section

**§ 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. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

**§ 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 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Ownerand Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 16:15:15 ET on 04/09/2020 under Order No.4941251695 which expires on 09/30/2020, and is not for resale.
User Notes: (1363751799)

similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

**§ 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. 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.

**§ 6.2 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

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 16:15:15 ET on 04/09/2020 under Order No.4941251695 which expires on 09/30/2020, and is not for resale.
User Notes: (1363751799)

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.

**§ 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

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA' Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA' Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 16:15:15 ET on 04/09/2020 under Order No. 4941251695 which expires on 09/30/2020, and is not for resale.
User Notes: (1363751799)

.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 shall be limited to 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; and

.5 Costs of supervision and field office personnel directly 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 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, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

### § 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 16:15:15 ET on 04/09/2020 under Order No.49412516955 which expires on 09/30/2020, and is not for resale.
User Notes: (1363751799)

change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

## 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 is the date certified by the Architect 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.

### § 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.

**§ 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 or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions 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 asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

**§ 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.

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 16:15:15 ET on 04/09/2020 under Order No.4941251695 which expires on 09/30/2020, and is not for resale.
User Notes: (1363751799)

### § 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 all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

**§ 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

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 16:15:15 ET on 04/09/2020 under Order No.4941251695 which expires on 09/30/2020, and is not for resale.
User Notes: (1363751799)

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 necessary in the Architect's opinion 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;
.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
.5 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.

**§ 9.5.3** 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. 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.

**§ 9.6 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. 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

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 16:15:15 ET on 04/09/2020 under Order No. 4941251695 which expires on 09/30/2020, and is not for resale.
User Notes: (1363751799)

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** Provided the Owner has fulfilled its payment obligations under the Contract Documents, 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 or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

### § 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 or utilize the Work for its 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. 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 Work that is incomplete or not in accordance with the requirements of the Contract Documents.

### § 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

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 16:15:15 ET on 04/09/2020 under Order No.4941251695 which expires on 09/30/2020, and is not for resale.
User Notes:
(1363751799)

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.

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 16:15:15 ET on 04/09/2020 under Order No.49941251695 which expires on 09/30/2020, and is not for resale.
User Notes: (1363751799)

## 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.

**§ 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 safeguards.

**§ 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 caused in whole or in part 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 and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is 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, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

**§ 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.

**§ 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.

### § 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 not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 16:15:15 ET on 04/09/2020 under Order No.4941251695 which expires on 09/30/2020, and is not for resale.
User Notes: (1363751799)

**§ 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.

**§ 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.

**§ 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.

### § 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

### § 11.1 Contractor's Insurance and Bonds

**§ 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, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

**§ 11.1.2** The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.** WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 16:15:15 ET on 04/09/2020 under Order No.4941251695 which expires on 09/30/2020, and is not for resale.
**User Notes:** (1363751799)

**§ 11.1.3** Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

**§ 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.

**§ 11.2 Owner's Insurance**

**§ 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.

**§ 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.

**§ 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.

**§ 11.3 Waivers of Subrogation**

**§ 11.3.1** The 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.

**§ 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

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 16:15:15 ET on 04/09/2020 under Order No.4941251695 which expires on 09/30/2020, and is not for resale.
User Notes: (1363751799)

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 as fiduciary for 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.

## 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.

**§ 12.2 Correction of Work**

**§ 12.2.1 Before Substantial Completion**

The Contractor shall promptly correct Work rejected by the Architect or 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, 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

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 16:15:15 ET on 04/09/2020 under Order No.4941251695 which expires on 09/30/2020, and is not for resale.
User Notes: (1363751799)

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 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.

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved.** WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 16:15:15 ET on 04/09/2020 under Order No.4941251695 which expires on 09/30/2020, and is not for resale.
User Notes: (1363751799)

### § 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 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 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 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 16:15:15 ET on 04/09/2020 under Order No.4941251695 which expires on 09/30/2020, and is not for resale.
User Notes: (1363751799)

**§ 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 consecutive days 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;
- **.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' notice, 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;

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 16:15:15 ET on 04/09/2020 under Order No.4941251695 which expires on 09/30/2020, and is not for resale.
User Notes: (1363751799)

.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. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

#### § 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. 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. 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.

#### § 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, 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, notice as provided in Section 15.1.3 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.

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 16:15:15 ET on 04/09/2020 under Order No.49412516695 which expires on 09/30/2020, and is not for resale.
User Notes:
(1363751799)

**§ 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 were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

**§ 15.1.7 Waiver of Claims for Consequential Damages**

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.

**§ 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, 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.

**§ 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.

**§ 15.2.6** Either party may file for mediation of an initial decision at any time

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 16:15:15 ET on 04/09/2020 under Order No.4941251695 which expires on 09/30/2020, and is not for resale.
User Notes: (1363751799)

**§ 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.

**§ 15.3 Mediation**

**§ 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.

**§ 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.

**§ 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.

**§ 15.4 Arbitration**

**§ 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.

**§ 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.

**§ 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**

**§ 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

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 16:15:15 ET on 04/09/2020 under Order No.4941251695 which expires on 09/30/2020, and is not for resale.
User Notes: (1363751799)

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).

**§ 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.

**§ 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.

DRAFT

AIA Document A201™ – 2017. Copyright © 1911, 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1970, 1976, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 16:15:15 ET on 04/09/2020 under Order No.4941251695 which expires on 09/30/2020, and is not for resale.
User Notes:
(1363751799)

DRAFT

# 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*

**AGREEMENT** made as of the 7th day of August in the year 2024
*(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)*

Meyers, Carlisle, Leapley Construction Company, Inc. dba MCL Construction, a Nebraska corporation
14558 Portal Circle
La Vista, NE 68138
Office: 402-339-2221

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 as follows.

**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.

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.

**ELECTRONIC COPYING** of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

AIA Document A133™ – 2019. Copyright © 1991, 2003, 2009, and 2019 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 13:23:43 ET on 11/26/2019 under Order No.7312101315 which expires on 11/25/2020, and is not for resale.
User Notes:



(825192556)

TABLE OF ARTICLES


1 INITIAL INFORMATION

2 GENERAL PROVISIONS

3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

4 OWNER'S RESPONSIBILITIES

5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

7 COST OF THE WORK FOR CONSTRUCTION PHASE

8 DISCOUNTS, REBATES, AND REFUNDS

9 SUBCONTRACTS AND OTHER AGREEMENTS

10 ACCOUNTING RECORDS

11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

12 DISPUTE RESOLUTION

13 TERMINATION OR SUSPENSION

14 MISCELLANEOUS PROVISIONS

15 SCOPE OF THE AGREEMENT

EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT
EXHIBIT B INSURANCE AND BONDS


## ARTICLE 1 INITIAL INFORMATION

**§ 1.1** This Agreement is based on the Initial Information set forth in this Section 1.1.
*(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, as described in Section 4.1.1:
*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

« »

**§ 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.)*

« »

**§ 1.1.3** The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:
*(Provide total and, if known, a line item breakdown.)*

« »


AIA Document A133™ – 2019. Copyright © 1991, 2003, 2009, and 2019 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 13:23:43 ET on 11/26/2019 under Order No.7312101315 which expires on 11/25/2020, and is not for resale.
User Notes:

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

« »

.2 Construction commencement date:

« »

.3 Substantial Completion date or dates:

« »

.4 Other milestone dates:

« »

§ 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.)*

« »

§ 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.)*

« »

§ 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.

§ 1.1.7 Other Project information:
*(Identify special characteristics or needs of the Project not provided elsewhere.)*

« »

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:
*(List name, address, and other contact information.)*

« »
« »
« »
« »
« »
« »

§ 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:
*(List name, address and other contact information.)*

« »

§ 1.1.10 The Owner shall retain the following consultants and contractors:
*(List name, legal status, address, and other contact information.)*

AIA Document A133™ – 2019. Copyright © 1991, 2003, 2009, and 2019 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 13:23:43 ET on 11/26/2019 under Order No.7312101315 which expires on 11/25/2020, and is not for resale.
User Notes:



(825192556)

.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.)*

« »
« »
« »
« »
« »
« »

**§ 1.1.12** The Construction Manager identifies the following representative in accordance with Article 3:
*(List name, address, and other contact information.)*

« »
MCL Construction
14558 Portal Circle
La Vista, NE 68138
Office: 402-339-2221

**§ 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.)*

« »

**§ 1.1.14** The Owner's requirements for subcontractor procurement for the performance of the Work:
*(List any Owner-specific requirements for subcontractor procurement.)*

« »

**§ 1.1.15** Other Initial Information on which this Agreement is based:

« »

**§ 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

AIA Document A133™ – 2019. Copyright © 1991, 2003, 2009, and 2019 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 13:23:43 ET on 11/26/2019 under Order No.7312101315 which expires on 11/25/2020, and is not for resale.
User Notes:
(825192556)

adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

**§ 1.3** Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

## ARTICLE 2 GENERAL PROVISIONS

### § 2.1 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. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. 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 furthering the interests of the Owner 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 as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. 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 shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

### § 3.1 Preconstruction Phase

#### § 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

AIA Document A133™ – 2019. Copyright © 1991, 2003, 2009, and 2019 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 13:23:43 ET on 11/26/2019 under Order No.7312101315 which expires on 11/25/2020, and is not for resale.
User Notes:



(825192556)

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

**§ 3.1.3 Consultation**

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing building information modeling and digital data protocols for the Project, using 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.

**§ 3.1.4 Project Schedule**

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

**§ 3.1.5 Phased Construction**

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

**§ 3.1.6 Cost Estimates**

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

AIA Document A133™ – 2019. Copyright © 1991, 2003, 2009, and 2019 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 13:23:43 ET on 11/26/2019 under Order No.7312101315 which expires on 11/25/2020, and is not for resale.
User Notes:
(825192556)

**§ 3.1.7** As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

**§ 3.1.8** The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

**§ 3.1.9** The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

**§ 3.1.10** If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

**§ 3.1.11 Subcontractors and Suppliers**

**§ 3.1.11.1** If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

**§ 3.1.11.2** The Construction Manager shall develop bidders' interest in the Project.

**§ 3.1.11.3** The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

**§ 3.1.12 Procurement**

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them

**§ 3.1.13 Compliance with Laws**

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

**§ 3.1.14 Other Preconstruction Services**

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

*(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)*

« »

**§ 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.

**§ 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.

AIA Document A133™ – 2019. Copyright © 1991, 2003, 2009, and 2019 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 13:23:43 ET on 11/26/2019 under Order No.7312101315 which expires on 11/25/2020, and is not for resale.
User Notes:
(825192556)

**§ 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** The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

### § 3.3 Construction Phase

#### § 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 upon the issuance of all permits and licenses necessary or required for commencement of construction activities and Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

AIA Document A133™ – 2019. Copyright © 1991, 2003, 2009, and 2019 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 13:23:43 ET on 11/26/2019 under Order No.7312101315 which expires on 11/25/2020, and is not for resale.
User Notes:



(825192556)

**§ 3.3.2 Administration**

**§ 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.

**§ 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 required by the Owner.

**§ 3.3.2.4 Daily Logs**

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, 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.

**§ 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 following information or services 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.

**§ 4.1.4.1** 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;

AIA Document A133™ – 2019. Copyright © 1991, 2003, 2009, and 2019 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 13:23:43 ET on 11/26/2019 under Order No.7312101315 which expires on 11/25/2020, and is not for resale.
User Notes:
(825192556)

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.

**§ 4.1.4.3** The Owner, when such services are requested, 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. ~~except to the extent that the Construction Manager knows of any inaccuracy.~~

**§ 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 shall identify a representative 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. This provision does not require the Owner to furnish legal, insurance and accounting services, to or for the benefit of Construction Manager that may be reasonably necessary for the Construction Manager to perform the Work.

**§ 4.3 Architect**

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, 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 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

**§ 5.1 Compensation**

**§ 5.1.1** For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

*(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)*

« »

**§ 5.1.2** The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.

*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

« »

AIA Document A133™ – 2019. Copyright © 1991, 2003, 2009, and 2019 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 13:23:43 ET on 11/26/2019 under Order No.7312101315 which expires on 11/25/2020, and is not for resale.
User Notes:



(825192556)

| Individual or Position | Rate |
| --- | --- |
| | |

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be 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, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within « » ( « » ) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

**§ 5.2 Payments**

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid « » ( « » ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
*(Insert rate of monthly or annual interest agreed upon.)*

« » % « »

## 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 after execution of 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.)*

« »

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

«1) For additive changes in the Work, the Construction Manager's Fee will be adjusted at the same percentage as identified in 6.1.2 above.

2) For deductive changes in the Work, the Construction Manager's Fee will be adjusted as follows:
a) For deductive changes that are >0% and <5% of the GMP, the CMR shall retain 80% of their total fee
b) For deductive changes that are >5% and <10% of the GMP, the CMR shall retain 70% of their total fee
c) For deductive changes that are >10% and <20% of the GMP, the CMR shall retain 50% of their total fee
d) For deductive changes that are >20% and <100% of the GMP, the CMR shall retain 20% of their total fee

~~For change orders or Amendments added to Project Scope, and not covered by the GMP Contingency funds, during the construction phase, << >> percent (<< >>%) (no reduction in fee will be made for change orders or amendments that reduce Project Scope) »~~

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

« »

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed « » percent ( « » %) 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.)*

AIA Document A133™ – 2019. Copyright © 1991, 2003, 2009, and 2019 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 13:23:43 ET on 11/26/2019 under Order No.7312101315 which expires on 11/25/2020, and is not for resale.
User Notes:



(825192556)

« »

§ 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. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

**§ 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. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time 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 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 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 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

## 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.

§ 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.

AIA Document A133™ – 2019. Copyright © 1991, 2003, 2009, and 2019 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 13:23:43 ET on 11/26/2019 under Order No.7312101315 which expires on 11/25/2020, and is not for resale.
User Notes:
(825192556)

**§ 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.

**§ 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. 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 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.

AIA Document A133™ – 2019. Copyright © 1991, 2003, 2009, and 2019 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 13:23:43 ET on 11/26/2019 under Order No.7312101315 which expires on 11/25/2020, and is not for resale.
User Notes:
(825192556)

§ 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.

**§ 7.6 Miscellaneous Costs**

§ 7.6.1 Premiums for that portion of insurance and bonds 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 and for which the Construction Manager is liable.

§ 7.6.3 Fees and assessments for the building permit, 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 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.

AIA Document A133™ – 2019. Copyright © 1991, 2003, 2009, and 2019 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 13:23:43 ET on 11/26/2019 under Order No.7312101315 which expires on 11/25/2020, and is not for resale.
User Notes:



(825192556)

**§ 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.

**§ 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, 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;

.4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;

.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;

.8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and

.9 Costs for services incurred during the Preconstruction Phase.

## 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. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

AIA Document A133™ – 2019. Copyright © 1991, 2003, 2009, and 2019 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 13:23:43 ET on 11/26/2019 under Order No.7312101315 which expires on 11/25/2020, and is not for resale.
User Notes:
(825192556)

§ 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

§ 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. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager shall be entitled to a Change Order adjusting the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

## 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 the Contract Documents. The Owner and the Owner's auditors shall, 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, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

## 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, or as follows:

« »

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the « » day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the « » day of the « » 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 « » ( « » ) days after the Architect receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

AIA Document A133™ – 2019. Copyright © 1991, 2003, 2009, and 2019 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 13:23:43 ET on 11/26/2019 under Order No.7312101315 which expires on 11/25/2020, and is not for resale.
User Notes:



(825192556)

**§ 11.1.4** With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

**§ 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 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.

**§ 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 to the Architect.

**§ 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 lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

**§ 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 Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; 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;

AIA Document A133™ – 2019. Copyright © 1991, 2003, 2009, and 2019 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 13:23:43 ET on 11/26/2019 under Order No.7312101315 which expires on 11/25/2020, and is not for resale.
User Notes:
(825192556)

.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.)*

« »

**§ 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.)*

« »

**§ 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.)*

« »

**§ 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.)*

« »

**§ 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** The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

**§ 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;

AIA Document A133™ – 2019. Copyright © 1991, 2003, 2009, and 2019 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 13:23:43 ET on 11/26/2019 under Order No.7312101315 which expires on 11/25/2020, and is not for resale.
User Notes:
(825192556)

.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** 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 Architect.

**§ 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 request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

**§ 11.2.3** The Owner's final payment to the Construction Manager shall be made no later than 30 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.)*

« » % « »

## 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. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

**§ 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.

AIA Document A133™ – 2019. Copyright © 1991, 2003, 2009, and 2019 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 13:23:43 ET on 11/26/2019 under Order No.7312101315 which expires on 11/25/2020, and is not for resale.
User Notes:
(825192556)

*(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 Termination Prior to Execution of the Guaranteed Maximum Price Amendment**

**§ 13.1.1** If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

**§ 13.1.2** In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

**§ 13.1.3** Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

**§ 13.1.4** In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

**§ 13.1.5** If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

.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; and

.3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

AIA Document A133™ – 2019. Copyright © 1991, 2003, 2009, and 2019 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 13:23:43 ET on 11/26/2019 under Order No.7312101315 which expires on 11/25/2020, and is not for resale.
User Notes:



(825192556)

**§ 13.1.6** 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 13.1.5.1. 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. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

**§ 13.1.6.1** If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

### § 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

### § 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.

### § 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' 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.)*

« »

### § 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.

AIA Document A133™ – 2019. Copyright © 1991, 2003, 2009, and 2019 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 13:23:43 ET on 11/26/2019 under Order No.7312101315 which expires on 11/25/2020, and is not for resale.
User Notes:



(825192556)

## 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

**§ 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. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

### § 14.3 Insurance and Bonds

#### § 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

**§ 14.3.1.1** Commercial General Liability with policy limits of not less than One Million dollars ($ 1,000,000 ) for each occurrence and Two Million dollars ($ 2,000,000) in the aggregate for bodily injury and property damage.

**§ 14.3.1.2** Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than One Million dollars ($ 1,000,000) per accident 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.

**§ 14.3.1.3** 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 that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, 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.

**§ 14.3.1.4** Workers' Compensation at statutory limits and Employers Liability with policy limits not less than One Million dollars ($ 1,000,000 ) each accident, One Million dollars ($ 1,000,000 ) each employee, and One Million dollars ($ 1,000,000 ) policy limit.

**§ 14.3.1.5** Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than « » ($ « » ) per claim and « » ($ « » ) in the aggregate.

#### § 14.3.1.6 Other Insurance

*(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)*

| Coverage | Limits |
|---|---|
| | |

**§ 14.3.1.7 Additional Insured Obligations.** To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

AIA Document A133™ – 2019. Copyright © 1991, 2003, 2009, and 2019 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 13:23:43 ET on 11/26/2019 under Order No.7312101315 which expires on 11/25/2020, and is not for resale.
User Notes:



(825192556)

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

**§ 14.3.2 Construction Phase**

After execution of the Guaranteed Maximum Price Amendment, 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, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™–2019 Exhibit B, and elsewhere in the Contract Documents.

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

*(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

« »

§ 14.5 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, 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 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

*(Insert the date of the E203-2013 incorporated into this Agreement.)*

« »

.6 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.)*

« »

[ « » ] Supplementary and other Conditions of the Contract:

AIA Document A133™ – 2019. Copyright © 1991, 2003, 2009, and 2019 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 13:23:43 ET on 11/26/2019 under Order No.7312101315 which expires on 11/25/2020, and is not for resale.
User Notes:



(825192556)

| Document | Title | Date | Pages |
|---|---|---|---|
| Bellevue Bay AIA Document A201-2017 080624 Final | General Conditions of the Contract for Construction | 08/06/24 | 39 |

.7 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.)*

« »

This Agreement is entered into as of the day and year first written above.

**OWNER** *(Signature)*

Rusty Hike, Mayor
*(Printed name and title)*

**CONSTRUCTION MANAGER** *(Signature)*

*(Printed name and title)*

AIA Document A133™ – 2019. Copyright © 1991, 2003, 2009, and 2019 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This draft was produced by AIA software at 13:23:43 ET on 11/26/2019 under Order No.7312101315 which expires on 11/25/2020, and is not for resale.
User Notes:



(825192556)

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

| | | | | | |
|---|---|---|---|---|---|
| COUNCIL MEETING DATE: 08/06/2024 | SUBMITTED BY: Susan Kluthe, City Clerk | | | | |
| AGENDA ITEM: | | CONSENT AGENDA | ☐ | SPECIAL PRESENTATION | ☐ |
| LIQUOR LICENSE | ☐ | ORDINANCE | ☐ | PUBLIC HEARING | ☐ |
| RESOLUTION | ☐ | CURRENT BUSINESS | ☑ | OTHER | ☐ |

SUBJECT:

Approval of the Redevelopment Agreement and Redevelopment Promissory Note for Franklin Flats, LLC (Tax Lot 2, Bellevue Replat Three - Commonly known 2009 Franklin Street).

SYNPOSIS/BACKGROUND:

The approval of the Redevelopment Agreement and Redevelopment Promissory Note are the final City approvals necessary to implement the Redevelopment Plan for for Franklin Flats, LLC (Tax 2, Bellevue Replat Three - Commonly known 2009 Franklin Street). These documents provide for the use of Tax Increment Financing, in the principal amount of $491,000.00. On May 21, 2024 the city approved the Redevelopment Plan, by Resolution #2024-10, for Redevelopment Project located on Tax 2, Bellevue Replat Three. The Redevelopment Plan contemplates the redevelopment of a vacant 9,200 sq. ft. office building into nine two-bedroom apartments and space for a daycare, along with infrastructure.

FISCAL IMPACT: N/A | 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: | N/A | | | | |
| CONTRACT EFFECTIVE DATE: | | CONTRACT TERM: | N/A | CONTRACT END DATE: | |
| PROJECT NAME: | N/A | | | | |
| START DATE: | | END DATE: | | PAYMENT DATE: | | INSURANCE REQUIRED: | YES |
| CIP PROJECT NAME: | N/A | CIP PROJECT NUMBER: | N/A | | |
| STREET DISTRICT NAME (S): | N/A | STREET DISTRICT NUMBER (S): | N/A | | |
| ACCOUNTING DISTRUBUTION CODE: | N/A | ACCOUNT NUMBER: | N/A | | |

RECOMMENDATION:

Approval of the Redevelopment Agreement and Redevelopment Promissory Note, allowing up to $491,000.00 plus accrued interest, to offset TIF eligible expenses, for Franklin Flats, LLC Redevelopment Project located on (Tax Lot 2, Bellevue Replat Three - Commonly known 2009 Franklin Street) and authorize the Mayor to sign.

ATTACHMENTS:

| | | | | | |
|---|---|---|---|---|---|
| 1. | Redevelopment Agreement | 2. | Redevelopment Promissory Note | 3. | |
| 4. | | 5. | | 6. | |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 10/2019

# REDEVELOPMENT AGREEMENT

THIS AGREEMENT is entered into by and between the City of Bellevue, a Nebraska Municipal Corporation in Sarpy County, Nebraska, and Franklin Flats, LLC, a Nebraska limited liability company.

RECITALS:

WHEREAS, on May 21, 2024, by Resolution No. 2024-10, the City Council of the City of Bellevue approved Franklin Flats, LLC's Tax Increment Financing ("TIF") Redevelopment Plan for Lot 2, Bellevue Replat Three (the "TIF Redevelopment Project Plan") for the redevelopment of Lot 2, Bellevue Replat Three (commonly known as 2009 Franklin Street, Bellevue, NE) inclusive of public infrastructure and improvements within the project plan area, and which contemplates the redevelopment of the vacant 9,200 sq. ft. office building into nine two-bedroom apartments and space for a daycare, and public infrastructure and related thereto, as shown by the site plan attached hereto and incorporated herein as Exhibit A; and,

WHEREAS, the TIF Redevelopment Project Plan provides for up to $491,000.00 in TIF to fund part of the TIF eligible expenses of the TIF Redevelopment Project Plan; and,

WHEREAS, this Redevelopment Agreement is an agreement prepared pursuant to the Nebraska Community Development Law in order to implement the above-referenced Redevelopment Plan, and contemplates the use of the excess ad valorem taxes generated by the development to pay for the costs of the public infrastructure and improvements.

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

SECTION 1. DEFINITIONS

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

1.1 "City" shall mean - the City of Bellevue, Nebraska, a Municipal Corporation of the first class or such successor entity lawfully established pursuant to the applicable provision of the Nebraska Community Development Law, §§ 18-2101 to 18-2157.

1.2 "Owner" shall mean – Franklin Flats, LLC, or its successors or assigns.

1.3 "Planning Director" shall mean - the Planning Director of the City of Bellevue Planning Department.

1.4 "Redevelopment Project" shall mean the nine apartments and daycare space shown on the Site Plan on Exhibit A, including infrastructure, and the related public infrastructure and improvements.

1.5 "Redevelopment Site" shall mean - the area legally described on Exhibit "B", attached hereto.

1.6 "Redevelopment Loan" shall mean the obligation issued by the City pursuant to this Agreement and secured by the excess ad valorem taxes generated within the Redevelopment Site.

1.7 "Redevelopment Promissory Note" shall mean the promissory note evidencing the Redevelopment Loan in the form of Exhibit "C", attached hereto.

1.8 "Excess ad valorem taxes" shall mean - the additional real estate property taxes generated by this Redevelopment Project pursuant to Section 18-2147 of the Nebraska Revised Statutes.

1.9 "Division Date Year" for the purposes of this Agreement, Redevelopment Promissory Note, and Section 18-2147 of the Nebraska Revised Statutes shall mean – the agreed upon date that the Excess ad valorem taxes shall be divided for the Redevelopment Site, which shall be January 1, 2025 and shall continue for 15 years thereafter or until the Redevelopment Note is paid in full and discharged, whichever occurs first. City and Owner agree that the base year valuation of the Redevelopment Site shall be January 1, 2024.

SECTION 2. OBLIGATIONS OF THE CITY

The City shall:

2.1 execute and deliver to the Owner at closing the Redevelopment Note in substantially the same form as the copy attached hereto as Exhibit C.

2.2 grant Redevelopment Loan proceeds to the Owner in an amount not to exceed $491,000.00 (which shall bear interest at the rate of 3.8% per annum) to reimburse Owner for the TIF eligible expenses, including any public improvements, expended by Owner of or related to the Redevelopment Project. The Redevelopment Loan proceeds shall be considered advanced and the resulting grant made upon submission of evidence to the City that the Owner has expended funds to pay eligible costs from time to time.

2.3 pay debt retirement principal and interest from the Excess Ad Valorem Taxes (TIF tax proceeds). Interest on monies in the special fund shall accrue first to debt retirement interest and then to principal.

2.4 ensure that, prior to expenditure or disbursement to Owner of Redevelopment Loan proceeds to which Owner shall be entitled for reimbursement, the following shall be obtained, to wit:

2.4.1 Owner shall provide the Planning Manager with evidence, acceptable to the Planning Manager, that the private funds have been irrevocably committed to the Redevelopment Project in the amount sufficient to complete the redevelopment project.

2.4.2 Owner shall provide evidence of, and maintain, adequate performance and labor materials bonds during the period of construction of the project. The City shall be specified as co-obligee.

2.5 establish a special fund under Section 18-2147 of the Nebraska Revised Statutes for the purpose of collecting the Excess ad valorem taxes generated by the Redevelopment Project. Monies collected and held in the special fund shall be used for no purpose other than to repay the Redevelopment Loan.

2.6 make payments, as required by this agreement and the Redevelopment Promissory Note, of the Excess ad valorem taxes held in the special fund called for in Section 2.5 above. All Excess ad valorem taxes shall be allocated, and when collected, paid into the special fund for a period not to exceed fifteen (15) calendar years after the Division Date Year. Under no circumstances shall the Owner receive payments from the special fund for more than fifteen (15) years of Excess ad valorem Taxes (i.e., thirty (30) semi-annual installments) after the Division Date Year or after such time as the Redevelopment Promissory Note has been paid in full. City and Owner acknowledge and agree that Owner shall receive the benefit of the Redevelopment Loan proceeds, as limited eligible expenses allowed by the Community Redevelopment Law, with the understanding that the Excess ad valorem Taxes and resulting Redevelopment Loan proceeds may not be available for each and every installment or may not be sufficient to fully amortize the Redevelopment Promissory Note issued by City.

2.7 grant the Redevelopment Loan proceeds to the Owner from time to time upon submission of evidence to the City that the Owner has expended funds to pay costs

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

2.8 execute such documents as may be reasonably necessary to effectuate the City's obligations under this Agreement.

SECTION 3. OBLIGATIONS OF THE OWNER

The Owner shall:

3.1 complete the Redevelopment Project on or before December 31, 2025, creating an increase in real property taxable base by reason of such construction of at least $2,362,280.00. In the event the Redevelopment Project cannot be completed on or before December 31, 2025, the Owner may submit a request, in writing, for an extension of the completion date. The request must be submitted no less than three (3) months prior to the completion date set forth herein. The request may be acknowledged and approved by the Planning Director.

3.2 cause all real estate taxes and assessments levied on the Redevelopment Project to be paid prior to the time such become delinquent.

3.3 loan redevelopment funds to the City in the principal amount of $491,000.00, plus accrued interest, which when combined with other private funds available will be sufficient to construct the Redevelopment Project. Execution and delivery of the Redevelopment Promissory Note shall be at closing, which shall be as soon as reasonably possible after execution of this Agreement but not more than 60 days thereafter. At closing, the loan to be accomplished by this Section and the obligation of the City to use the redevelopment loan proceeds for redevelopment purposes under Section 2.2 may be accomplished by offset so that the Owner retains the loan proceeds. If the City so requests, the Owner shall, from time-to-time, furnish the City with satisfactory evidence as to the use and application of the redevelopment loan proceeds.

3.3.1 Such loan funds shall be disbursed as provided in Section 2.

3.3.2 Such loan shall bear a 3.8% interest rate.

3.3.3 The principal shall be repaid by the City from the special fund established pursuant to Section 2.5, as Excess ad valorem taxes, pursuant to the Redevelopment Plan and Section 18-2147 of the Nebraska Revised Statutes, become available to the City for such use. The Redevelopment Loan proceeds shall be considered advanced under the terms of the Redevelopment Promissory Note from time to time upon submission of

evidence to the City of expenditures by the Owner on eligible costs, and approval by the City of such costs.

3.4 provide the City with quarterly progress reports during the redevelopment and allow the City reasonable access upon written request to Owner to any relevant financial records pertaining to the Redevelopment Project.

3.5 during the period that the Redevelopment Promissory Note (TIF Funds) is outstanding, (1) not protest a real estate improvement valuation on the Redevelopment Site of $191,318.00 (base) or less prior to and during construction; and $2,553,598.00 [$191,318.00 (base) plus $2,362,280.00 (excess valuation)] or less after substantial completion or occupancy of the redevelopment project. This covenant is for the benefit of, and binding upon, both the City and the Owner and any successors and assigns, but all parties acknowledge that the excess valuation agreed to herein is not binding on the Sarpy County Assessor and that any partial or full valuation designated by the Sarpy County Assessor may not be an amount sufficient to produce Excess ad valorem Taxes necessary on an annual basis to amortize the Redevelopment Promissory Note; (2) not convey the Redevelopment Site or structures thereon to any entity which would be exempt from the payment of real estate taxes, not apply for exemption of real estate taxes from the county or the state, or cause the nonpayment of such real estate taxes. If the county and/or state award the exemption of real estate taxes, this Redevelopment Agreement and its associated Redevelopment Promissory Note will be rendered void and cancelled; (3) not apply to the Sarpy County Assessor for the structures, or any portion thereof, to be taxed separately from the underlying land of the Redevelopment Site; (4) maintain insurance for ninety percent (90%) of the full value of the structures on the Redevelopment Site; (5) in the event of casualty, apply such insurance proceeds to their reconstruction and (6) cause all real estate taxes and assessments levied on the Redevelopment Site to be paid prior to the time such become delinquent. The Owner acknowledges and agrees that any portion of the Excess ad valorem Taxes levied in the fifteenth (15$^{th}$) year under this Redevelopment Agreement that become delinquent in the sixteenth (16$^{th}$) calendar year following the Division Date Year shall be forfeited and returned to the appropriate public bodies or taxing jurisdictions. In the event the Owner violates or breaches any of the agreements, representations or covenants in this section, the Owner may be required by the City to surrender any remaining amount outstanding of the Redevelopment Promissory Note to the City after reasonable notice and opportunity to cure. Each of the foregoing covenants shall be referenced in a Notice of Redevelopment Agreement to be recorded by the Owner with the Sarpy County, Nebraska Register of Deeds within sixty (60) days of the execution of this Redevelopment Agreement. A copy of the Notice of Redevelopment Agreement shall be delivered to the City within one (1) week of recording. The Owner agrees to include the same covenants and restrictions agreed to above in any subsequent sale, assignment, sale-leaseback or other transfer of the Redevelopment Site, but shall not be responsible otherwise for the actions of the third parties if these covenants are breached by such third parties if the Owner no longer owns the Redevelopment Site.

3.6 shall provide the City of Bellevue Finance Department with an executed copy of the Redevelopment Promissory Note prior to disbursement of any proceeds for repayment of such Note pursuant to Section 2.5, so that such payment can be noted on the Note and the Note returned to Owner.

3.7 acquiesce to any and all requests deemed necessary by the City related to compliance with the applicable Nebraska Revised Statutes.

3.8 provide the City with a penal bond as may be required by Section 18-2151 of the Community Redevelopment Law. A reasonably sufficient payment and performance bond from the Owner's general contractors will satisfy this requirement.

3.9 install and construct all of the public infrastructure improvements related to the Redevelopment Project approved by the City Council on May 21, 2024, by Resolution No. 2024-10, in coordination with the Owner's development team, the City of Bellevue Planning Commission, and the City of Bellevue Public Works Department as referenced in the Redevelopment Plan, and as subsequently modified to comply with City of Bellevue requirements.

3.10 inform the City, in writing, of any conveyance of the entire Redevelopment Project or Redevelopment site, which shall include the name and address of the purchaser and contact information for the purchaser's authorized representative.

## SECTION 4. PROVISIONS OF THE CONTRACT

4.1 Non-discrimination. The Owner shall not, in the performance of this Agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, color, sex, age, political or religious opinions, affiliations or national origin.

4.2 Captions. Captions used in this Agreement are for convenience and are not used in the construction of this Agreement.

4.3 Applicable Law. Parties to this Agreement shall conform with all existing and applicable city ordinances, resolutions, state laws, federal laws, and all existing and applicable rules and regulations. Nebraska law will govern the terms and the performance under this Agreement.

4.4 Interest to the City. No elected official or any officer or employee of the City of Bellevue has a financial interest, direct or indirect, in this Agreement. Any violation of this section with the knowledge of the person or corporation contracting with the City of Bellevue shall render the contract voidable by the Mayor or the City Council.

4.5 Merger. This Agreement shall not be merged into any other oral or written contract, lease or deed of any type.

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

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

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

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

4.10 Administrative Amendments. The parties recognize that certain administrative amendments may need to be made to this Agreement and to carry out the intent of this Agreement and the Redevelopment Plan. The parties recognize that any such minor amendments to this Agreement negotiated and executed by the parties' respective representatives, other than those defined in Section 18-2117 of the Community Redevelopment Law, shall be considered and treated as administrative in nature and not as a legislative amendment to this Agreement or the Redevelopment Plan. However, amendments of the following types shall be referred to the City Council for approval:

4.10.1. Those that materially alter or reduce existing areas or structures otherwise available for public use or access;

4.10.2. Those that require the expenditure of $75,000 or more of City funds above the levels contained in this Agreement;

4.10.3. Those that increase City loans, bonded indebtedness, deferred payments of any types, or other financial obligations above the levels contained in this Agreement; and

4.10.4 Those otherwise considered major or material in the reasonable discretion of the City.

4.11 Force Majeure. As related only to the project completion date in Section 3.1 of this Agreement, neither the City nor the Owner shall be liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God, earthquakes, fires, floods, wars, civil or military disturbances, acts of terrorism, sabotage, strikes, diseases, pandemics, quarantines, epidemics, acts of government, a state of emergency, riots, power failures, computer failure and any such circumstances beyond its reasonable control as may cause interruption, loss of malfunction of utility, transportation, computer (hardware or software) or telephone communication service; accidents; labor disputes; acts of civil or military authority; governmental actions; or inability to obtain labor, material, equipment or transportation; provided, however, that in the event of a failure or delay, the affected party shall provide the other party notice of such delay as soon as reasonably practicable following its discovery, and each party shall use its best efforts to mitigate the effects of any such failure or delay.

SECTION 5. AUTHORIZED REPRESENTATIVE

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

(1) City of Bellevue:

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

Legal Service
c/o City Clerk
1500 Wall Street
Bellevue, NE 68005

(2) Owner:

Franklin Flats, LLC
c/o Nick McCright
P.O. Box 24326
Omaha, NE 68124

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

Executed this ____ day of _____, 2024.

ATTEST:

CITY OF BELLEVUE:

_____
CITY CLERK OF THE CITY OF BELLEVUE

_____
MAYOR OF THE CITY OF BELLEVUE

APPROVED AS TO FORM:

_____

CITY ATTORNEY

Executed this ____ day of _____, 2024.

OWNER:

Franklin Flats, LLC,

By: _____
Name: Nick McCright, sole member

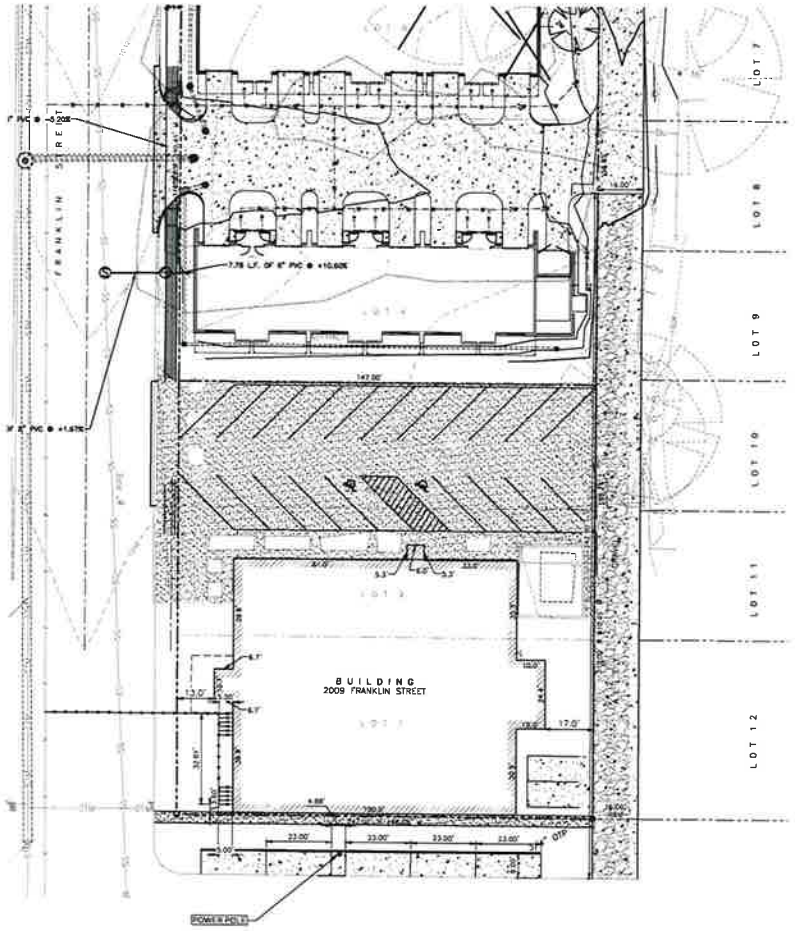
STATE OF NEBRASKA )
) §
COUNTY OF _____ )

The foregoing Redevelopment Agreement was acknowledged before me this ___ day of _____, 2024, by Nick McCright, sole member of Franklin Flats, LLC, on behalf of said limited liability company.

_____
Notary Public, State of Nebraska

**EXHIBIT A**

**EXHIBIT A**
**FRANKLIN FLATS**




LEGEND

PROPOSED 6" P.C.C. PAVEMENT OR CURB & GUTTER

PROPOSED 4" DIP LINE TAPPED FROM CITY MAIN

PROPOSED 2" TYPE K COPPER DOMESTIC WATER LINE

EXISTING GRAVEL ALLEY TO BE REPLACED BY PCC PAVEMENT ALLEY

N

0 5' 10'


TD2 engineering & surveying

thompson, dreessen & dorner, inc.
10836 Old Mill Rd
Omaha, NE 68154
p.402.330.8860 www.td2co.com
dba: TD2 Engineering & Surveying
NE CA-0199


Project Name

2009 FRANKLIN RENOVATIONS

Project Location
2009 FRANKLIN STREET
BELLEVUE NEBRASKA

Client Name
NICK MCCRIGHT

Professional Seal

PLANNING
REVIEW SET
DATE PRINTED: MARCH 30, 2021

Revision Dates

| No. | Description | MM-DD-YY |
|---|---|---|
| | | |
| | | |
| | | |


nichiha
vintage-redwood
nichiha
latura extented
lightgray
nichiha
riftsawn-pecan





## EXHIBIT B

Lot 2, Bellevue Replat Three, as surveyed, platted, and recorded in Sarpy County, Nebraska.

**EXHIBIT C**

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

## REDEVELOPMENT PROMISSORY NOTE

$491,000.00 August ___, 2024

FOR VALUE RECEIVED, the undersigned Borrower promises to pay to Franklin Flats, LLC, a Nebraska limited liability company, whose address is P.O. Box 24326, Omaha, NE 68124, and/or its assigns ("Holder"), the principal sum of Four Hundred Ninety-One Thousand and No/100th ($491,000.00) Dollars, as advanced from time to time as provided in the Redevelopment Agreement, together with interest thereon at the rate of Three and 8/10ths percent (3.8%) per annum from the date of the execution of this Note until paid in full. The principal balance and interest thereon shall be due and payable to the holder of said Redevelopment Promissory Note as and at such time as any excess ad valorem taxes generated by the Redevelopment Project as set forth in that certain Redevelopment Agreement dated August ____, 2024, by and between the Borrower and Holder (the "Redevelopment Agreement") are collected by the City of Bellevue, Nebraska, and available for the retirement of this debt. All payments shall be applied first to interest and then to the principal sum of this Note.

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

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

In the event the monies collected and held in that special fund established under Section 18-2147 of the Nebraska Revised Statutes and pursuant to the Redevelopment Agreement are insufficient to pay in full all amounts due and owing at a date fifteen (15) years from January 1, 2025, and all excess ad valorem taxes generated by the Redevelopment Project, as set forth in the Redevelopment Agreement, have been collected by the City of Bellevue, Nebraska, and have been paid, immediately upon being available, towards the retirement of the amounts due hereunder, then, at said date fifteen (15) years from January 1, 2025, the Holder shall waive any unpaid portion of the principal and interest due upon written request of the City of Bellevue, Nebraska.

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

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

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

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

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

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

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

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

This Redevelopment Promissory Note shall not be a debt of the City and the City shall not be liable on the bonds or obligations herein, except to the extent authorized by Sections 18-2147 to 18-2157 of the Nebraska Revised Statutes, nor in any event shall such bonds or obligations be payable out of any funds or properties other than those of said authority acquired for the purposes of the Community Development Lawas authorized by Sections 18-2147 to 18-2157 of the Nebraska Revised Statutes.

*Remainder of the page intentionally left blank*

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

By: _____
Mayor of the City of Bellevue

ATTEST:

_____
City Clerk of the City of Bellevue

APPROVED AS TO FORM:

_____
City Attorney

**EXHIBIT D**
**TIF Eligible Expenses**

| Item | Cost |
|---|---|
| Termite Control | $4,700 |
| Paving of Alley/Off Street Parking/Striping | $50,000 |
| Demolition Work | $135,000 |
| Site Utilities | $61,000 |
| Site Electrical | $40,200 |
| Site paving of parking lot/asphalt overlay/Striping/Signs including street pour back and MUD impact fee | $94,000 |
| Exterior Landscaping | $12,000 |
| Architectural Fees & structural modifications | $114,000 |
| TIF Application Fee & Bond Fee | $5,000 |
| Legal Fees | $6,500 |
| Engineering Fees | $26,000 |
| TOTAL | $548,400 |

August 1 , 2024

Administrative Report

- NC3 bi-weekly project meeting.
- Meeting with city realtor to review potential tenants for Longo Drive and Wall Street.
- Met with Cox govt affairs team to discuss community involvement.
- Entertainment District meetings.
- Meeting with track and casino developers.
- United Cities Meeting.
- Meeting with Wastewater Agency Director
- PHFADA board meeting for NC3 project.
- Meeting with BPD union.
- Weekly discussions on legislative issues with United Cities.
- Meeting with ARM for site specific discussions.
- Downtown streetscape review with Benesch and city project team.
- Meeting to discuss Library staffing needs,
- Meeting with Cordia for district energy plan.
- Multiple budget meetings.
- Inland Port meeting.
- Storm disaster recovery from July windstorm.
- Premier Sports Village review and determination.
- Fastwyre review with their team.
- Several individual meetings with citizens to solve concerns with infrastructure.
- Ribbon cutting with Papillion Sanitation.
- Meeting with Housing Foundation.
- Benefits meeting.
- Finalize statement for disaster declaration in Bellevue.

Permits:

- 869 inspections performed
- 11 new permits for single-family residential dwellings

Planning:

- Conducted joint PC/CC meeting and Steering Committee and Technical Meetings for the Comp Plan/Long-Range Transportation Plan
- Conducted a Citizen Complete Streets Advisory Panel meeting
- Conducted a pre-app for a new commercial property
- Conducted a pre-app for two new industrial sites
- Prepared the Capital Improvement Plan

***Police***

- 7/01 – Meeting with LaVista's new police chief (Schofield)
- 7/02 – BPOA Negotiations
    - City Council Meeting
- 7/11 – Meeting with Sheriff Hanson (DCSO)
    - Meeting with Offutt personnel – Airshow prep
    - Meeting with Michigan State University – Research on Recruitment/Retention
- 7/15 – Meeting with Lt.Col. Ferguson 55thSF
- 7/16 – City Council Meeting
- 7/22 – Mayor's Youth Council Meeting
    - Papillion Sanitation ribbon-cutting
- 7/25 – SDLEA Board Meeting

***Library ( See Attached)***

***Fire (See Attached)***

***Public Works (See Attached)***

***Finance (See Attached)***

City of Bellevue
Library
1003 Lincoln Road • Bellevue, Nebraska • 68005 • 402-293-3157

We Influence The World!

# Memo

**To:** **Jim Ristow, City Administrator**

**From:** **Julie Dinville, Library Director**

**Date:** **7/31/2024**

- The 2024 Children's and Young Adult Summer Library Programs (SLPs) will wind up on July 31. In the second month of the programs, Discover Fishing with the Nebraska Game & Parks staff was held at Kramer Lake (July 23), Adventures in Storytelling was held July 30, and Music & Movement with Sing Omaha on July 31. A large crowd of children and their families were on hand for the Wildlife Encounters program on July 26. Among the critters being introduced to the youths were a baby kangaroo and a boa constrictor. Teens have been busy with Optical Illusion Sand Art, the Dreadful Things Club, Build a Troll, and Gamefest. The two groups cooperated on another two babysitting courses with the Nebraska Extension and a jigsaw puzzle competition. They are winding up the summer with a Tiny Art Show, Chopped @ Home (using a kit and a recipe to create a food dish) and the annual Teen Nailed It baking contest. On July 24, Nebraska Wildlife Rehab was at the library to present *Life in a Different Light: Exploring Biofluorescence* (the absorption and remission of light from certain organisms or things).

- The Bellevue Library Advisory Board held their regular monthly meeting on Wednesday, July 17. Among agenda items was an election of officers for the coming year. Evonne Edgington and Debra Stortvedt were re-elected, respectively, as president and vice president of the board. The Board also approved a revised Collection Development Policy and were given preliminary information on the Nebraska Library Association annual fall conference, which will be in Kearney, NE, this year. Board members were also informed that the Advisory Board's minutes and agendas can now be viewed on the City of Bellevue's website under the "Library" department page.

- The Bellevue Library Foundation is continuing a book sale through Aug. 18 (having started July 13). Volunteers hope to reduce the Foundation's bookstore inventory prior to the library's move to the new building in September. The public can purchase a bag of books for $3 or buy individual items at half price. The Foundation will hold their next meeting at 4 p.m. on Aug. 8.

- Work continues at the new building site (2206 Longo Dr.). Especially exciting in the past few days has been the delivery and installation of new furniture for the library. New exterior signs have also been installed at the main entrance of the new building. Plans are also underway to have signs at the roadway entrance to Longo Drive. Work to finish up building details continues. The library plans to close to the public on Aug. 30, move to the new site in September, hold a ribbon-cutting and sneak preview the first few days in October, and then open fully for business on Oct. 7.

- The Adult Department held a program July 1 on alternatives to traditional turfgrass lawns, a makerspace open house on July 9, and a "Making Moments Barn Quilts" program on July 26.

City of Bellevue
Fire Department
211 West 22nd ▪ Bellevue, Nebraska 68005 ▪ (402) 293-3153

Bellevue Fire Department
Council Report

Report Date 7/30/2024

**A. General Items:**

- QA/QI
- Working on Paramedic class curriculum.
- Meeting Bellevue Public Schools on football standby schedule.
- Yearly hose testing will be completed this week.
- Yearly pump and aerial testing completed by UL.
- Yearly inspection, service and load bank of all city emergency generators to start in August.
- Coloring with the firefighters at Bellevue library.

**B. Training:**

- Last recruit class to start BLS probation in the next 2 weeks.
- Pit crew CPR
- Human trafficking review.
- Last two weeks of recruit academy all candidates doing a great job.

**C. Inspections:**

- Plan review of new apartments on Gregg Rd.
- Plan review McDonald's 2306 Towne Center Dr.
- Plan review suppression hood 13510 S. 36th St.
- Revised plan review 1524 Chandler Rd. W Storage building.

NEBRASKA
Economic Development
Certified Community

City of Bellevue
Fire Department
211 West 22nd • Bellevue, Nebraska 68005 • (402) 293-3153

**D. Calls: June 23rd through July 29th**

Fire – 160
Rescue – 508

**E. Ambulance Billing**

June 1-30,2024

$ 342,297.80 in claims were sent to health insurance companies (383 insurance claims).
<$145,034.01 approximate amount we will have to write off due to mandatory adjustments/write-offs
(45% of $342,297.80)
==========
**$ 197,263.79** is the anticipated, approximate net revenue from these insurance billings

Deposited into Bank:
**$138,231.04** deposited into the bank June 1-30, 2024
**7,961.08** additional revenue in Credit/Debit/HSA card payments
==========
**$146,192.12 TOTAL** June 1-30, 2024 rescue fee revenue

**$326,789.67** This figure represents the total "patient responsibility" balance due for the past 30-180 days.

NEBRASKA
Economic Development
Certified Community

City of Bellevue
Fire Department
211 West 22nd • Bellevue, Nebraska 68005 • (402) 293-3153

**F.** Manpower Report Staffing

Staffing Report from 6/24/2024 through 6/30/2024

| | | | | |
|---|---|---|---|---|
| Monday | AM | E21, T31, E41 | 3 Person | |
| Monday | PM | E21, T31 | 3 Person | |
| Tuesday | AM | E1, E21, T31 | 3 Person | |
| Tuesday | PM | E1, T31 | 3 Person | |
| Wednesday | AM | E21, E41 | 3 Person | |
| Wednesday | PM | E1, E21, E41 | 3 Person | |
| Thursday | AM | E1, E21, E41 | 3 Person | |
| Thursday | PM | E1, T31, E41 | 3 Person | |
| Friday | AM | E1, E21, T31, E41 | 3 Person | |
| Friday | PM | E1, E21, T31, E41 | 3 Person | |
| Saturday | AM | T31, E41 3 Person, E1 Closed | | |
| Saturday | PM | E1, E21, T31, E41 | 3 Person | |
| Sunday | AM | E1, E21, E41 | 3 Person | |
| Sunday | PM | E1 | 3 Person | |

Staffing Report from 7/1/2024 through 7/7/2024

| | | | | |
|---|---|---|---|---|
| Monday | AM | E1 | 3 Person | |
| Monday | PM | E1 | 3 Person | |
| Tuesday | AM | E21, E41 | 3 Person | |
| Tuesday | PM | Full | | |
| Wednesday | AM | E21, T31, E41 | 3 Person | |
| Wednesday | PM | E21, T31 | 3 Person | |
| Thursday | AM | E41 3 Person, E21 Closed | | |
| Thursday | PM | E41 3 Person, E21 Closed | | |
| Friday | AM | E21, T31, E41 | 3 Person | |
| Friday | PM | E21, T31, E41 | 3 Person | |
| Saturday | AM | E1, E21, T31, E41 | 3 Person | |
| Saturday | PM | E1, E21, T31, E41 | 3 Person | |
| Sunday | AM | E1, E21, E41 | 3 Person | |
| Sunday | PM | E1, E41 | 3 Person | |

NEBRASKA
Economic Development
Certified Community

City of Bellevue
Fire Department
211 West 22nd ▪ Bellevue, Nebraska 68005 ▪ (402) 293-3153

Staffing Report from 7/8/2024 through 7/14/2024

| | | | | |
|---|---|---|---|---|
| Monday | AM | Full | | |
| Monday | PM | Full | | |
| Tuesday | AM | E1 | 3 Person | |
| Tuesday | PM | Full | | |
| Wednesday | AM | T21 | 3 Person | |
| Wednesday | PM | T21 | 3 Person | |
| Thursday | AM | E1, E21, E41 | 3 Person | |
| Thursday | PM | E1, E41 | 3 Person | |
| Friday | AM | E21, T31 | 3 Person | |
| Friday | PM | T31 | 3 Person | |
| Saturday | AM | E1, E21, T31, E41 | 3 Person | |
| Saturday | PM | E1, E21 3 Person, T31 Closed | | |
| Sunday | AM | E1, E21, T31, E41 | 3 Person | No EMS |
| Sunday | PM | E1, E21 | 3 Person | |

Staffing Report from 7/15/2024 through 7/21/2024

| | | | | |
|---|---|---|---|---|
| Monday | AM | T31 3 Person, E41 Closed | | |
| Monday | PM | E1, T31 | 3 Person | |
| Tuesday | AM | E1, T31 | 3 Person | |
| Tuesday | PM | T31 | 3 Person | |
| Wednesday | AM | E1, E21, E41 | 3 Person | |
| Wednesday | PM | E1, E21 | 3 Person | |
| Thursday | AM | E1 | 3 Person | |
| Thursday | PM | Full | | |
| Friday | AM | E41 3 Person, E1 Closed | | |
| Friday | PM | E41 3 Person, E1 Closed | | |
| Saturday | AM | E1, E21 | 3 Person | |
| Saturday | PM | E1, E21 | 3 Person | |
| Sunday | AM | E1, E21, T31, E41 | 3 Person | No EMS |
| Sunday | PM | E1, E21, T31, E41 | 3 Person | No EMS |

NEBRASKA
Economic Development
Certified Community

City of Bellevue
Fire Department
211 West 22nd ▪ Bellevue, Nebraska 68005 ▪ (402) 293-3153

## Staffing Report from 7/22/2024 through 7/28/2024

| | | | | |
|---|---|---|---|---|
| Monday | AM | E1 | 3 Person | |
| Monday | PM | Full | | |
| Tuesday | AM | E1, E21, T31 | 3 Person | |
| Tuesday | PM | E21 | 3 Person | |
| Wednesday | AM | Full | | |
| Wednesday | PM | Full | | |
| Thursday | AM | E1, E21, T31, E41 | 3 Person | |
| Thursday | PM | E1, E21, T31, E41 | 3 Person | |
| Friday | AM | E21, T31, E41 | 3 Person | |
| Friday | PM | T31 | 3 Person | |
| Saturday | AM | E1, E21, T31, E41 | 3 Person | |
| Saturday | PM | E1, E21, T31, E41 | 3 Person | |
| Sunday | AM | E21, E41 | 3 Person | |
| Sunday | PM | E21, E41 | 3 Person | |

NEBRASKA
Economic Development
Certified Community

City of Bellevue
Public Works Department
1510 Wall Street • Bellevue, Nebraska 68005 • (402) 293-3025

# Public Works Director's Report

**July 31, 2024**

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

## *Public Works Administration:*

- Reviewing Engineering documents for New Library Project, construction nearly completed.
- Attended Comprehensive Plan and Long Range Transportation Plan Stakeholders meeting.
- Finalizing Public Works 24/25 C.I.P.
- Reviewing documents and coordinating progress of Aquatic Park

## *Engineering:*

- Various project management projects
  - District III Fire Station, Window Replacement, Under Contract
  - 2024 Asphalt Overlay Program, Under Construction
  - Library Rehab. Project ongoing, anticipate completion late summer 2024
  - 2024 Concrete Rehab. Under Construction
  - 2024 CDBG Project, Under Construction
  - Restroom Restoration
    - Washington Park, Under Construction
    - Stonecroft Park, Under Construction
  - Numerous other future projects drainage/traffic studies, etc.
    - Fairview and Ft Crook Road
    - Fort Crook Road signals
    - Drainageway Studies
    - Hwy 370 signal study
- Planning and P&I plan review as needed

## *Parks:*

- Summer programs winding down
- Beginning Fall Program registration
- Mowing operations

NEBRASKA
Economic Development
Certified Community

- Tree Maintenance and Trimming in misc. parks
- 2024 Construction projects are awarded and underway
- Trail reconstruction nearing completion in Twin Ridge II Park and College Heights Park
- Pools Season winding down

***Street Maintenance:***

- Pothole repairs around town
- Reordering sand gravel and salt following winter operation
- ROW mowing ongoing
- Sign and signal repairs
- Concrete and Asphalt repair work

***Waste Water:***

- Lift station inspections
- Preparing State Reports
- South Lift Station Work mostly complete
- Consultant work
    - CIPP Design Process
    - Quail Creek Lift Station plan review
    - Bluff Street Lift Station plan review
    - Haworth Park Lift Station plan review
- Preventative maintenance on vehicles and preparing for winter mode

***Fleet:***

- Prep. Work on new Police Vehicles
- Typical City vehicle maintenance
- Annual Maintenance of Snow Equipment
- Assisting departments in purchasing of Capital funded vehicles

***Building Maintenance:***

- Monitor Construction work of the new Library
- Typical maintenance all city facilities

**Finance Status Report (submitted 08/02/2024)** **Council Meeting Date: 8/6/2024**

## Current Fiscal Year 2023-2024 Financials

**The forecast for the year ending September 2024 is expected to have lower-than budgeted expenditures and lower-than budgeted revenues (mostly due to less bonding of capital expenditures. The city will use some of the cash reserves that have built up over the past two years. Here is the forecasted performance through the end of the year (no change from last month):**

*(In Whole Numbers)*

**City-Wide Financial Forecast- For the Year Ending September 30, 2024 (Preliminary)**

| | | Full Year | | |
|---|---|---|---|---|
| | | FYE 2024 Budget | FYE 2024 Forecast | Better / (Worse) Than Budget |
| **Beginning Fund Balances (Cash) 10/1/2023** | | **27,369,100** | **40,662,959** | **13,293,859** |
| Revenues | Property Taxes | 37,255,139 | 35,998,178 | (1,256,961) |
| | Sales Taxes | 18,105,500 | 17,657,676 | (447,824) |
| | Occupation/Business Taxes | 1,652,033 | 1,773,102 | 121,069 |
| | Other Revenues | 95,617,420 | 82,401,746 | (13,215,674) |
| | Total Revenues | 152,630,092 | 137,830,703 | (14,799,389) |
| | **Total Resources Available** | 179,999,192 | 178,493,662 | (1,505,530) |
| Expenditures | Personnel | 44,358,694 | 43,902,393 | 456,301 |
| | Department Expenditures | 28,174,203 | 27,190,547 | 983,656 |
| | Capital Expenditures | 72,574,000 | 55,800,009 | 16,773,991 |
| | Other Expenditures | 10,523,195 | 19,179,373 | (8,656,178) |
| | Total Expenditures | 155,630,092 | 146,072,322 | 9,557,770 |
| | **Change in Fund Balance/Cash Reserves** | (3,000,000) | (8,241,619) | (5,241,619) |
| | **Balance Forward/Cash Reserve** | **24,369,100** | **32,421,340** | **8,052,240** |

## Debt

**The city continues to manage its debt. The bonded indebtedness of the City will be $74,390,000 at 9/30/2024, which includes $11 million for the Water Main Extension which will be recovered over time by connection fees.**