



CITY OF LA VISTA

CERTIFICATE OF APPRECIATION

A CERTIFICATE OF APPRECIATION PRESENTED TO **JOHN DANDERAND** OF THE **LA VISTA POLICE DEPARTMENT**, FOR 25 YEARS OF FAITHFUL AND EFFICIENT SERVICE TO THE CITY OF LA VISTA.

WHEREAS, **John Danderand**, has served the City of La Vista since August 30, 1993; and

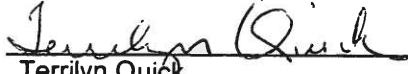
WHEREAS, **John Danderand's** input and contributions to the City of La Vista have contributed to the success of the City.

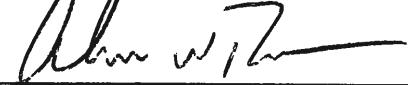
NOW, THEREFORE BE IT RESOLVED that this Certificate of Appreciation is hereby presented to **John Danderand** on behalf of the City of La Vista for 25 years of service to the City.

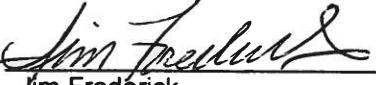
DATED THIS 4TH DAY OF SEPTEMBER, 2018.


Douglas Kindig, Mayor

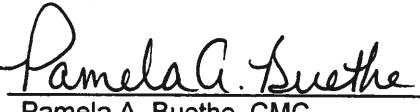

Kim J. Thomas
Councilmember, Ward I


Terrilyn Quick
Councilmember, Ward II


Alan W. Ronan
Councilmember, Ward III


Jim Frederick
Councilmember, Ward IV

ATTEST:


Pamela A. Buethe, CMC
City Clerk





CITY OF LA VISTA

CERTIFICATE OF APPRECIATION

A CERTIFICATE OF APPRECIATION PRESENTED TO **JEFF CALENTINE OF LA VISTA PUBLIC WORKS**, FOR 10 YEARS OF FAITHFUL AND EFFICIENT SERVICE TO THE CITY OF LA VISTA.

WHEREAS, Jeff Calentine, has served the City of La Vista since August 18, 2008; and

WHEREAS, Jeff Calentine's input and contributions to the City of La Vista have contributed to the success of the City.

NOW, THEREFORE BE IT RESOLVED that this Certificate of Appreciation is hereby presented to **Jeff Calentine** on behalf of the City of La Vista for 10 years of service to the City.

DATED THIS 4TH DAY OF SEPTEMBER, 2018.

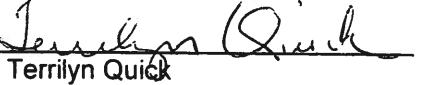


Douglas Kindig, Mayor



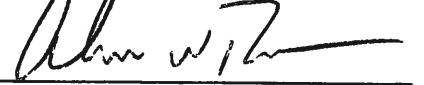
Kim J. Thomas

Councilmember, Ward I



Terrilyn Quick

Councilmember, Ward II



Alan W. Ronan

Councilmember, Ward III



Jim Frederick

Councilmember, Ward IV

ATTEST:



Pamela A. Buethe

Pamela A. Buethe, CMC
City Clerk





CITY OF LA VISTA

CERTIFICATE OF APPRECIATION

A CERTIFICATE OF APPRECIATION PRESENTED TO **STACY CORBIT** OF THE LA VISTA POLICE DEPARTMENT, FOR 5 YEARS OF FAITHFUL AND EFFICIENT SERVICE TO THE CITY OF LA VISTA.

WHEREAS, **Stacy Corbit**, has served the City of La Vista since August 19, 2013; and

WHEREAS, **Stacy Corbit's** input and contributions to the City of La Vista have contributed to the success of the City.

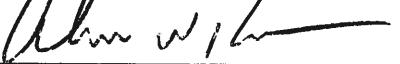
NOW, THEREFORE BE IT RESOLVED that this Certificate of Appreciation is hereby presented to **Stacy Corbit** on behalf of the City of La Vista for 5 years of service to the City.

DATED THIS 4TH DAY OF SEPTEMBER, 2018.


Douglas Kindig, Mayor

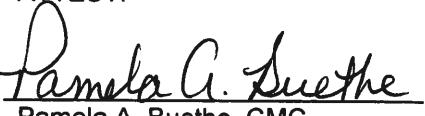

Kim J. Thomas
Councilmember, Ward I


Terrilyn Quick
Councilmember, Ward II


Alan W. Ronan
Councilmember, Ward III


Jim Frederick
Councilmember, Ward IV

ATTEST:


Pamela A. Buethe, CMC
City Clerk



MINUTE RECORD

A-2

No. 729 — REIDEL & COMPANY, INC. OMAHA E1310556LD

LA VISTA CITY COUNCIL MEETING AUGUST 21, 2018

A meeting of the City Council of the City of La Vista, Nebraska was convened in open and public session at 7:00 p.m. on August 21, 2018. Present were Councilmembers: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Also in attendance were City Attorney McKeon, City Administrator Gunn, Assistant City Administrator Ramirez, City Clerk Buethe, Police Chief Lausten, Director of Public Works Soucie, Community Development Director Birch, City Engineer Kottmann, Library Director Barcal, Director of Administrative Services Pokorny, Finance Director Miserez, Recreation Director Stopak, and Human Resources Director Czarnick.

A notice of the meeting was given in advance thereof by publication in the Times on August 8, 2018. Notice was simultaneously given to the Mayor and all members of the City Council and a copy of the acknowledgment of the receipt of notice attached to the minutes. Availability of the agenda was communicated to the Mayor and City Council in the advance notice of the meeting. All proceedings shown were taken while the convened meeting was open to the attendance of the public. Further, all subjects included in said proceedings were contained in the agenda for said meeting which is kept continuously current and available for public inspection at City Hall during normal business hours.

Mayor Kindig called the meeting to order, led the audience in the Pledge of Allegiance, and made the announcements.

SERVICE AWARD – JEREMY SCHLEGEL – 10 YEARS; MICHAEL DORNBUSCH – 5 YEARS

Mayor Kindig recognized Michael Dornbusch for 5 years of service to the City of La Vista. Jeremy Schlegel was not able to attend but the Mayor recognized him for 10 years of service to the City of La Vista.

A. CONSENT AGENDA

- 1. APPROVAL OF THE AGENDA AS PRESENTED**
- 2. APPROVAL OF THE MINUTES OF THE AUGUST 8, 2018 CITY COUNCIL MEETING**
- 3. APPROVAL OF THE MINUTES OF THE JULY 19, 2018 PLANNING COMMISSION MEETING**
- 4. MONTHLY FINANCIAL REPORT – JUNE 2018**
- 5. REQUEST FOR PAYMENT – GRAHAM CONSTRUCTION, INC. – 84TH ST. REDEVELOPMENT AREA CITY CENTRE INFRASTRUCTURE – \$895,750.15**
- 6. REQUEST FOR PAYMENT – SARPY COUNTY – SEWER CONNECTION FEES – \$273,234.00**
- 7. REQUEST FOR PAYMENT – PAPIO-MISSOURI RIVER NATURAL RESOURCE DISTRICT – STORMWATER FEES - \$256,495.82**
- 8. RESOLUTION NO. 18-106 – INTERLOCAL AGREEMENT – SARPY-DOUGLAS LAW ENFORCEMENT – ACADEMY VEHICLE**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AN INTERLOCAL COOPERATION AGREEMENT WITH DOUGLAS COUNTY, NEBRASKA.

WHEREAS, the Parties are participating agencies in the Sarpy-Douglas Law Enforcement Academy (hereinafter "SDLEA"), which was formed to facilitate a metro area law enforcement basic training academy for participating agencies; and

WHEREAS, the viability and success of the SDLEA is dependent upon the shared use of resources between the participating agencies; and

WHEREAS, the SDLEA requires each participating agency to host various aspects of basic training, equipment and materials must be transported between each agency; and

WHEREAS, WHEREAS, the DCSO has a vehicle available for such use by the SDLEA Training Coordinator who is an employee of the LVPD; and

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WHEREAS, the Parties wish to enter this Agreement for such purposes pursuant to the Interlocal Cooperation Act of the State of Nebraska, Neb. Rev Stat § 13-801 et. Seq. as amended (herein "Interlocal Cooperation Act");

NOW THEREFORE BE IT RESOLVED that the City Council of La Vista, Nebraska, hereby authorize the execution of an Interlocal Cooperation Agreement with Douglas County, Nebraska for the use of a vehicle for the Police Training Coordinator, subject to any changes the Police Chief determines advisable.

9. APPROVAL OF CLAIMS

A & D TECHNICAL, supplies	\$617.00
AA WHEEL & TRUCK SUPPLY INC, maint.	\$62.41
ACTION BATTERIES, maint.	\$103.68
AMERICAN UNDERGROUND SUPL, services	\$330.51
APWA-AMER PUBLIC WORKS ASSN, services	\$175.00
A-RELIEF, services	\$334.00
ASP ENTERPRISES INC, services	\$2,598.91
ASPHALT & CONCRETE MATERIALS, maint.	\$992.99
BARONE SECURITY SYSTEMS, services	\$111.00
BAUER BUILT TIRE, maint.	\$373.60
BAXTER CHRYSLER DODGE JEEP, maint.	\$27.82
BIG RIG TRUCK ACCESSORIES INC, maint.	\$487.60
BISHOP BUSINESS EQUIPMENT, services	\$261.90
BLADE MASTERS GROUNDS MNTNC INC, services	\$103,821.78
BUETHE, P., travel	\$178.22
BUILDERS SUPPLY CO INC, services	\$48.43
CARROLL CONSTRUCTION SUPPLY, maint.	\$24.64
CENTURY LINK, phones	\$583.92
CITY OF OMAHA, services	\$40.04
CIVIC NEBRASKA, services	\$1,919.69
CONSOLIDATED MANAGEMENT, services	\$8.74
COX COMMUNICATIONS, services	\$277.40
CULLIGAN OF OMAHA, services	\$7.00
D & K PRODUCTS, services	\$475.00
DEE JAY'S QSR OF NEBRASKA, INC., supplies	\$45.89
DELL MARKETING L.P., services	\$1,153.54
DEMCO INC, supplies	\$200.08
DIAMOND VOGEL PAINTS, maint.	\$357.00
DOG WASTE DEPOT, services	\$179.98
DOUGLAS COUNTY SHERIFF'S OFC, services	\$175.00
DULTMEIER SALES & SERVICE, maint.	\$42.00
EDGEWEAR SCREEN PRINTING, apparel	\$40.80
EMBLEM ENTERPRISES INC, apparel	\$817.79
ENVISIO SOLUTIONS INC, services	\$8,000.00
EXPRESS ENTERPRISES, bld&grnds	\$90.00
EYMAN PLUMBING INC, services	\$618.67
FASTENAL CO, bld& grnds	\$225.55
FOCUS PRINTING, services	\$4,000.07
GCR TIRES & SERVICE, maint.	\$286.42
GODFATHER'S PIZZA, services	\$636.00
GRAINGER, services	\$12.60
GRAYBAR ELECTRIC CO INC, bld&grnds	\$420.60
GREATAMERICA FINANCIAL, services	\$805.00
H & H CHEVROLET LLC, maint.	\$13.65
HAWKINS CONSTRUCTION CO, services	\$120,308.22
HEARTLAND PAPER, supplies	\$240.00
HEARTLAND TIRES AND TREADS, maint.	\$139.20
HOBBY LOBBY STORES INC, supplies	\$67.54
IDEAL IMAGES INC, apparel	\$30.00
INTERNATIONAL CODE COUNCIL INC, services	\$135.00

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J & J SMALL ENGINE, services	\$58.65
KRIHA FLUID POWER CO, maint.	\$44.00
LANDSCAPES UNLIMITED, LLC, services	\$4,941.50
LAUSTEN JR ROBERT S, services	\$1,480.00
LOWE'S, bld&grnds	\$89.04
L-TRON CORP, services	\$1,112.94
MASTER MECHANICAL SERVICE INC, bld&grnds	\$480.00
MAX I WALKER UNIFORM RENTAL, services	\$337.06
MC CANN PLUMBING SERVICE, bld&grnds	\$199.00
METRO COMM COLLEGE, services	\$21,821.94
MEYO ENTERPRISES, LLC, services	\$9,552.00
MIDLANDS LIGHTING & ELECTRIC, services	\$211.00
MIKTOM, INC, services	\$3,250.00
MONARCH OIL INC, maint.	\$995.30
MSC INDUSTRIAL SUPPLY CO, maint.	\$65.46
NATIONAL EVERYTHING WHOLESALE, supplies	\$689.87
NEBRASKA ARBORISTS ASSOCIATION, services	\$100.00
NEWMAN TRAFFIC SIGNS INC, services	\$1,475.46
OFFICE DEPOT INC, supplies	\$373.03
OLSSON ASSOCIATES, services	\$38,507.96
OPPD, services	\$4,029.18
OMAHA WORLD-HERALD, services	\$900.40
ONE CALL CONCEPTS INC, services	\$338.13
OVERHEAD DOOR CO OF OMAHA, bld&grnds	\$70.00
PAPILLION SANITATION, services	\$1,250.15
PARTSMASTER, supplies	\$283.74
PLAINS EQUIPMENT GROUP, maint.	\$428.00
RDG PLANNING & DESIGN, services	\$746.40
READY MIXED CONCRETE CO, maint.	\$360.44
REGAL AWARDS OF DISTINCTION, services	\$11.00
SARPY ECONOMIC DEV.CORP, services	\$25.00
SARPY COUNTY REGISTER OF DEEDS, services	\$100.00
SCHUMACHER CONCRETE PUMPING, INC, services	\$286.00
SIGN IT, services	\$1,164.50
SOUTHERN UNIFORM & EQUIPMENT, apparel	\$54.24
STATE STEEL OF OMAHA, services	\$73.43
SWANK MOTION PICTURES INC, services	\$613.00
TED'S MOWER SALES, services	\$442.00
TERRACON, services	\$950.00
THOMPSON DREESSEN & DORNER, services	\$10,835.90
TITAN MACHINERY, maint.	\$188.27
TOSHIBA FINANCIAL, services	\$138.00
TRANS UNION RISK, services	\$53.50
U.S. CELLULAR, phones	\$1,007.16
UNITED PARCEL, services	\$44.16
VERIZON WIRELESS, phones	\$208.95
WOODHOUSE LINCLN-MAZDA-PORSCHE, maint.	\$908.94

Councilmember Sell made a motion to approve the consent agenda. Seconded by Councilmember Hale. Councilmember Sheehan reviewed the bills and stated everything was in order. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

REPORTS FROM CITY ADMINISTRATOR AND DEPARTMENT HEADS

Assistant City Administrator Ramirez reported that 30 – 35 people attended an early morning meeting for businesses on 84th Street, on Friday, about the 84th Street Project.

Library Director Barcal reported that the number of Summer Reading Program participants was down, but there was an increase in materials read. She also reported that 300 people attended the Craig Johnson event.

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Recreation Director Stopak showed a video on summer events.

Police Chief Lausten reported that the Guns and Hoses and Potholes softball games will take place on September 16.

Assistant Director of Public Works Calentine reported on the OPPD power line relocation project. There will be a closure of the eastbound lane on Harrison St. between 96th and 84th, and they will schedule the closure around peak traffic times.

Councilmember Crawford made a motion to move Agenda Item C up on the agenda ahead of Agenda Item B. Seconded by Councilmember Hale. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

C. RENAMING PART OF COTTONWOOD AVENUE TO BARMETTLER DRIVE

1. PUBLIC HEARING

At 7:15 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on renaming part of Cottonwood Avenue to Barmettler Drive. Mayor Kindig asked the family of longtime City Attorney Joe Barmettler to come forward. Mrs. Barmettler thanked the City Council.

At 7:22 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Crawford. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

2. ORDINANCE

Councilmember Sheehan introduced Ordinance No. 1325 entitled: AN ORDINANCE OF THE CITY OF LA VISTA, NEBRASKA, TO CHANGE THE NAME OF A PORTION OF COTTONWOOD AVENUE (EAST AND WEST FROM MAIN STREET), LOCATED IN THE LA VISTA CITY CENTRE SUBDIVISION, TO BARMETTLER DRIVE; AND TO PROVIDE FOR THE EFFECTIVE DATE HEREOF.

Councilmember Sell moved that the statutory rule requiring reading on three different days be suspended. Councilmember Thomas seconded the motion to suspend the rules and roll call vote on the motion. The following Councilmembers voted aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. The motion to suspend the rules was adopted and the statutory rule was declared suspended for consideration of said ordinance.

Said ordinance was then read by title and thereafter Councilmember Sell moved for final passage of the ordinance which motion was seconded by Councilmember Sheehan. The Mayor then stated the question, "Shall Ordinance No. 1325 be passed and adopted?" Upon roll call vote the following Councilmembers voted aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Mayor declared the ordinance adopted and the Mayor, in the presence of the Council, signed and approved the ordinance and the City Clerk attested the passage/approval of the same and affixed her signature thereto.

B. 84TH STREETCAPE SCHEMATIC DESIGN

1. PUBLIC HEARING

At 7:24 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the 84th Streetscape Schematic Design. Robb Berg of Design Workshop presented the design. Assistant City Administrator Ramirez presented the next steps. Council discussion was held.

At 7:53 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Thomas. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

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2. RESOLUTION – ADOPTION OF THE DESIGN AS AN AMENDMENT TO THE COMPREHENSIVE PLAN

Councilmember Quick introduced and moved for the adoption of Resolution No.18-107 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, ADOPTING THE 84TH STREETSCAPE SCHEMATIC DESIGN, AS PREPARED BY DESIGN WORKSHOP, AS AN AMENDMENT TO THE COMPREHENSIVE PLAN.

WHEREAS, the City of La Vista completed A Vision Plan for 84th Street; and

WHEREAS, the City Council approved the selection of Design Workshop to conduct the development of the 84th Streetscape Schematic Design; and

WHEREAS, the draft plan was developed after a successful public input process that included a steering committee, public input meetings, comment cards, a webpage, social media, and two online surveys; and

WHEREAS, the citizens of the City of La Vista have therefore had an opportunity to comment on the 84th Streetscape Schematic Design as submitted and reviewed by the La Vista City Council;

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska that the 84th Streetscape Schematic Design as submitted and reviewed by the Mayor and City Council of the City of La Vista be, and the same hereby is, accepted and adopted as an amendment to the Comprehensive Plan.

Seconded by Councilmember Frederick. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

D. AMENDMENT TO PLANNED UNIT DEVELOPMENT SITE PLAN – LB SOUTHWEST LLC, - LOTS 1 AND 2, WOODHOUSE PLACE

1. PUBLIC HEARING

At 7:55 p.m. Mayor Kindig opened the public hearing and stated the floor was now open for discussion on the amendment to the planned unit development (PUD) site plan. Brent Beller, representing Woodhouse, gave an overview of the request to amend the PUD.

At 7:56 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Thomas. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

2. RESOLUTION

Councilmember Sell introduced and moved for the adoption of Resolution No.18-108 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, DETERMINING CONDITIONS FOR APPROVAL OF AN AMENDMENT TO THE PLANNED UNIT DEVELOPMENT (PUD) PLAN FOR LOTS 1 AND 2, WOODHOUSE PLACE, A SUBDIVISION LOCATED IN THE NE 1/4 OF SECTION 23, T14N, R11E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.

WHEREAS, the applicant, LB Southwest, LLC, has made application for approval of an amendment to the planned unit development plan for Lots 1 and 2, Woodhouse Place; and

WHEREAS, the City Planner and the City Engineer have reviewed the planned unit development plan; and

WHEREAS, the La Vista Planning Commission has reviewed the application and recommends approval;

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of La Vista, Nebraska, that the amended Planned Unit Development (PUD) plan for Lots 1 and 2, Woodhouse Place, located in the NE 1/4 of Section

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23, T14N, R11E of the 6th P.M., Sarpy County, Nebraska, generally located southwest of 144th Street and Giles Road be, and hereby is, approved.

Seconded by Councilmember Sheehan. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

3. ORDINANCE

Councilmember Sheehan introduced Ordinance No. 1326 entitled: AN ORDINANCE OF THE CITY OF LA VISTA, NEBRASKA, AMMENDING THE ZONING DISTRICT MAP OF THE CITY OF LA VISTA, NEBRASKA; ESTABLISHING STANDARDS AND CONDITIONS FOR DEVELOPMENT UNDER THE FINAL PLANNED UNIT DEVELOPMENT PLAN; TO PROVIDE FOR SEVERABILITY; TO PROVIDE WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT; AND TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

Councilmember Sell moved that the statutory rule requiring reading on three different days be suspended. Councilmember Quick seconded the motion to suspend the rules and roll call vote on the motion. The following Councilmembers voted aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. The motion to suspend the rules was adopted and the statutory rule was declared suspended for consideration of said ordinance.

Said ordinance was then read by title and thereafter Councilmember Sell moved for final passage of the ordinance which motion was seconded by Councilmember Sheehan. The Mayor then stated the question, "Shall Ordinance No. 1326 be passed and adopted?" Upon roll call vote the following Councilmembers voted aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. The passage and adoption of said ordinance having been concurred on by a majority of all members of the Council, the Mayor declared the ordinance adopted and the Mayor, in the presence of the Council, signed and approved the ordinance and the City Clerk attested the passage/approval of the same and affixed her signature thereto.

E. FISCAL YEAR 18/19 & FISCAL YEAR 19/20 MUNICIPAL BUDGETS

1. APPROPRIATIONS ORDINANCE – SECOND READING

Councilmember Quick introduced Ordinance No. 1323 entitled: AN ORDINANCE TO APPROPRIATE THE SUMS OF MONEY DEEMED NECESSARY TO DEFRAY ALL OF THE NECESSARY EXPENSES AND LIABILITIES OF THE CITY OF LA VISTA, SARPY COUNTY, NEBRASKA FOR THE FISCAL PERIOD BEGINNING ON OCTOBER 1, 2018 AND ENDING ON SEPTEMBER 30, 2019; AND FOR THE FISCAL PERIOD BEGINNING OCTOBER 1, 2019 AND ENDING ON SEPTEMBER 30, 2020 SPECIFYING THE OBJECTS AND PURPOSES FOR WHICH SUCH APPROPRIATIONS ARE MADE AND THE AMOUNT TO BE APPROPRIATED FOR EACH OBJECT OR PURPOSE; SPECIFYING THE AMOUNT TO BE RAISED BY TAX LEVY; PROVIDING FOR THE FILING AND CERTIFICATION OF THE BUDGET AND TAX LEVY HEREIN SENT TO THE STATE AUDITOR AND COUNTY CLERK OF SARPY COUNTY; AND PRESCRIBING THE TIME WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT.

Councilmember Hale made a motion to approve Ordinance No. 1323 on its second reading and pass it on to final reading. Seconded by Councilmember Sell. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

2. MASTER FEE ORDINANCE – SECOND READING

Councilmember Hale introduced Ordinance No. 1324 entitled: AN ORDINANCE TO AMEND ORDINANCE NO.1318, AN ORDINANCE TO ESTABLISH THE AMOUNT OF CERTAIN FEES AND TAXES CHARGED BY THE CITY OF LA VISTA FOR VARIOUS SERVICES INCLUDING BUT NOT LIMITED TO BUILDING AND USE, ZONING, OCCUPATION, PUBLIC RECORDS, ALARMS, EMERGENCY SERVICES, RECREATION, LIBRARY, AND PET LICENSING; SEWER AND DRAINAGE SYSTEMS AND FACILITIES OF THE CITY FOR RESIDENTIAL USERS AND COMMERCIAL USERS (INCLUDING INDUSTRIAL USERS) OF THE CITY OF LA VISTA AND TO GRANDFATHER EXISTING STRUCTURES AND TO PROVIDE FOR

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TRACT PRECONNECTION PAYMENTS AND CREDITS; REGULATING THE MUNICIPAL SEWER DEPARTMENT AND RATES OF SEWER SERVICE CHARGES; TO PROVIDE FOR SEVERABILITY; AND TO PROVIDE THE EFFECTIVE DATE HEREOF.

Councilmember Frederick made a motion to approve Ordinance No. 1324 on its second reading and pass it on to final reading. Seconded by Councilmember Thomas. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

F. RESOLUTION – APPROVE COLLECTIVE BARGAINING AGREEMENT – LA VISTA FRATERNAL ORDER OF POLICE

Councilmember Crawford introduced and moved for the adoption of Resolution No.18-109 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA ACCEPTING THE PROPOSED COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF LA VISTA AND THE LA VISTA FRATERNAL ORDER OF POLICE, LODGE NO. 28 FOR FY19 THROUGH FY23 AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT.

WHEREAS, the City of La Vista has recognized the La Vista Police Officers Association for the purpose of collective bargaining by Resolution No. 78-020; and

WHEREAS, the La Vista Police Officers Association is now a member of and affiliated with the Fraternal Order of police and is known as the La Vista Fraternal Order of Police Lodge No. 28 ("LVFOP"); and

WHEREAS, the City Administrator and the LVFOP's appointed negotiating team have reached a tentative agreement as authorized by and in accordance with Resolution No. 78-020;

WHEREAS, the membership of the LVFOP did vote on and approve the tentative agreement reached by the City Administrator and the LVFOP's negotiating team with said votes being tabulated on August 6, 2018.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of La Vista, Nebraska, does hereby accept the terms of the negotiated agreement and authorizes the Mayor of the City of La Vista, Nebraska, to execute the same on behalf of the City subject to approval of form by the city attorney and city administrator.

BE IT FURTHER RESOLVED that the Mayor and City Council hereby agree and declare that the effective date of the Agreement shall be October 1, 2018.

Seconded by Councilmember Thomas. Todd Armbrust, on behalf of the FOP, thanked the City Council and the negotiating team for being transparent and for the smoothest and friendliest negotiations. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

G. RESOLUTION – PROFESSIONAL SERVICES AGREEMENT 84TH STREET REDEVELOPMENT AREA – PUBLIC INFRASTRUCTURE PROJECTS – AUTHORIZE AMENDMENT NO. 2 (ACTION ON THIS ITEM WILL BE TAKEN BY THE LA VISTA COMMUNITY DEVELOPMENT AGENCY)

Councilmember Thomas introduced and moved for the adoption of Resolution No.18-110 entitled: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA VISTA, ACTING AS THE LA VISTA COMMUNITY DEVELOPMENT AGENCY, APPROVING AMENDMENT NUMBER TWO TO THE JOINT AGREEMENT FOR PROFESSIONAL SERVICES WITH HDR, INC. TO PROVIDE ADDITIONAL ENGINEERING SERVICES INCLUDING SPECIAL INSPECTION SERVICES FOR THE LA VISTA COMMUNITY DEVELOPMENT AGENCY AND THE CITY OF LA VISTA IN AN AMOUNT NOT TO EXCEED \$675,289.

MINUTE RECORD

August 21 2018

No. 729 — REIDELD & COMPANY, INC. OMAHA E1310556LD

WHEREAS, the Community Development Agency ("Agency") consisting of and governed by the Mayor and City Council of the City of La Vista has been created; and

WHEREAS, the City Council acting as the La Vista Community Development Agency desires to approve amendment number two to the joint agreement for professional services with HDR, Inc. to provide additional engineering services including special inspection services for the Agency and the City;

NOW THEREFORE, BE IT RESOLVED that the City Council acting as the La Vista Community Development Agency hereby approves amendment number two to the joint agreement for professional services with HDR, Inc. to provide additional engineering services including special inspection services for the La Vista Community Development Agency and the City of La Vista in an amount not to exceed \$675,289.

Seconded by Councilmember Hale. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

H. RESOLUTION – PROFESSIONAL SERVICES AGREEMENT 84TH STREET REDEVELOPMENT AREA – PUBLIC INFRASTRUCTURE PROJECTS – AUTHORIZE AMENDMENT NO. 2

Councilmember Quick introduced and moved for the adoption of Resolution No.18-111 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA APPROVING AMENDMENT NUMBER TWO TO THE JOINT AGREEMENT FOR PROFESSIONAL SERVICES WITH HDR, INC. TO PROVIDE ADDITIONAL ENGINEERING SERVICES INCLUDING SPECIAL INSPECTION SERVICES FOR THE CITY OF LA VISTA AND THE LA VISTA COMMUNITY DEVELOPMENT AGENCY IN AN AMOUNT NOT TO EXCEED \$675,289.

WHEREAS, the Mayor and City Council of the City of La Vista Nebraska have determined professional project management services are necessary; and

WHEREAS, the City Council on behalf of the City of La Vista desires to approve amendment number two to the joint agreement for professional services with HDR, Inc. to provide additional engineering services including special inspection services for the City and the Agency;

WHEREAS, The FY17/18 Biennial Budget provides funding for the proposed expense; and

WHEREAS, Subsection (C) (9) of Section 31.23 of the La Vista Municipal Code requires that the City Administrator secure Council approval prior to authorizing any expenditure over \$5,000.00.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, do hereby approve amendment number two to the joint agreement for professional services with HDR, Inc. to provide additional engineering services including special inspection services for the City of La Vista and the La Vista Community Development Agency in an amount not to exceed \$675,289.

Seconded by Councilmember Hale. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

I. RESOLUTION – AWARD CONTRACT – 84TH STREET DEVELOPMENT AREA – CIVIC CENTER PARK – SANITARY SEWER RELOCATION

Councilmember Hale introduced and moved for the adoption of Resolution No.18-112 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AWARDING A CONTRACT TO GRAHAM CONSTRUCTION,

MINUTE RECORD

August 21 2018

No. 729 — REDIELD & COMPANY, INC. OMAHA E1310556LD

INC., OMAHA, NEBRASKA FOR CIVIC CENTER PARK SANITARY SEWER RELOCATION IN AN AMOUNT NOT TO EXCEED \$260,000.00.

WHEREAS, the City Council of the City of La Vista has determined Civic Center Park Sanitary Sewer Relocation is necessary; and

WHEREAS, the FY17/18 biennial budget include funding for this project in the Capital Improvement Program; and

WHEREAS Subsection (C) (9) of Section 31.23 of the La Vista Municipal Code requires that the City Administrator secures Council approval prior to authorizing any purchase over \$5,000.00;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska award a contract to Graham Construction, Inc., Omaha, Nebraska for Civic Center Park Sanitary Sewer Relation in an amount not to exceed \$260,000.00.

Seconded by Councilmember Frederick. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

J. RESOLUTION – CHANGE ORDER NO. 4 – KSI CONSTRUCTION – CITY CENTRE PHASE 1B PAVEMENT AND SEWERS

Councilmember Sell introduced and moved for the adoption of Resolution No. 18-113 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING A CHANGE ORDER TO THE CONTRACT WITH KSI CONSTRUCTION, INC., OMAHA, NEBRASKA, TO PROVIDE FOR ADDITIONS OF WORK TO THE CONTRACT IN AN AMOUNT NOT TO EXCEED \$135.60.

WHEREAS, the City has determined it is necessary to make additions to the work in the contract; and

WHEREAS, the FY17/18 biennial budget provides funding for this project. The change order will increase the contract price by \$135.60 to a total of \$408,650.62;

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska, that the Mayor is authorized to execute the necessary documents for a change order to the contract with KSI Construction, Inc., Omaha Nebraska, to provide for additions of work to the contract in an amount not to exceed \$135.60.

Seconded by Councilmember Hale. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

K. RESOLUTION – CHANGE ORDER NO. 4 – HAWKINS CONSTRUCTION CO. – OFFSTREET PARKING DISTRICT NO. 2, STRUCTURE NO. 1

Councilmember Thomas introduced and moved for the adoption of Resolution No.18-114 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING CHANGE ORDER NUMBER 4 TO THE CONTRACT WITH HAWKINS CONSTRUCTION CO., OMAHA, NEBRASKA, TO PROVIDE FOR ADDITIONS AND DELETIONS OF WORK TO THE CONTRACT IN AN ADDITIONAL AMOUNT NOT TO EXCEED \$10,503.00.

WHEREAS, the City has determined it is necessary to make changes to provide for additions and deletions of work to the contract; and

WHEREAS, the FY17/18 Biennial Budget provides funding for the project; and

WHEREAS, the contract price will increase with change order number 4 by \$10,503.00.

MINUTE RECORD

August 21 2018

No. 729 — REIDEL & COMPANY, INC. OMAHA E1310556LD

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska, that the Mayor is authorized to execute the necessary documents for change order number 4 to the contract with Hawkins Construction Co., Omaha, Nebraska, to provide for additions and deletions of work to the contract in an additional amount not to exceed \$10,503.00.

Seconded by Councilmember Sheehan. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

L. RESOLUTION – AUTHORIZE AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES – SEWER RATE STUDY FY20 – FY24

Councilmember Quick introduced and moved for the adoption of Resolution No. 18-115 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH BURNS & MCDONNELL ENGINEERING COMPANY, INC. TO PERFORM A SANITARY SEWER RATE STUDY FOR THE FY 20 THROUGH FY 24 TIME PERIOD IN AN AMOUNT NOT TO EXCEED \$41,640.

WHEREAS, the Mayor and City Council have determined that it is desirable to perform a sewer rate study; and

WHEREAS, the City Council authorized the request for letters of interest for engineering services to perform a sewer rate study on February 6, 2018; and

WHEREAS, the proposed FY19/20 Biennial Budget includes funding for the proposed project and related costs; and

WHEREAS, five proposals were received and reviewed, and three firms were interviewed by a committee; and

WHEREAS, staff has recommended that an agreement be executed with Burns & McDonnell Engineering Company, Inc.; and

WHEREAS, Subsection (C) (9) of Section 31.23 of the La Vista Municipal Code requires that the City Administrator secure council approval prior to authorizing any purchases over \$5,000.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska, that a professional services agreement in a form satisfactory to the City Administrator and City Attorney, be authorized with Burns & McDonnell Engineering Company, Inc. for the preparation of a sewer rate study for FY 20 through FY 24 in an amount not to exceed \$41,640.00, and that the Mayor is hereby authorized to execute said agreement and the City Clerk is further directed to attest to the same.

Seconded by Councilmember Frederick. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

M. RESOLUTION – INTERLOCAL COOPERATION AGREEMENT – HOSTED SERVICES AGREEMENT

Councilmember Thomas introduced and moved for the adoption of Resolution No. 18-116 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT BETWEEN SARPY COUNTY AND THE CITY OF LA VISTA FOR HOSTING COMPUTER SERVICES.

WHEREAS, the City Council has determined that a need exists to contract for hosting computer services; and

WHEREAS, Sarpy County has the resources and technology to provide said Hosting Services; and

MINUTE RECORD

August 21 2018

No. 729 — REDIELD & COMPANY, INC. OMAHA E1310556LD

WHEREAS, Sarpy County has proposed an interlocal agreement between the City of La Vista and the County for a period of three years to provide Information Technology Services to the City;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska, that the proposed interlocal agreement between Sarpy County and the City of La Vista regarding hosting computer services for the City of La Vista is hereby approved subject to review by the City Attorney as to form, and that the Mayor and City Clerk are hereby authorized to execute said agreement on behalf of the City of La Vista.

Seconded by Councilmember Hale. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

N. RESOLUTION – PURCHASE OF RECORDS MANAGEMENT SYSTEM

Councilmember Hale introduced and moved for the adoption of Resolution No. 18-117 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, APPROVING THE PURCHASE AND IMPLEMENTATION OF A RECORDS MANAGEMENT SYSTEM FROM MICROFILM IMAGING SYSTEMS, INC., OMAHA NEBRASKA IN AN AMOUNT NOT TO EXCEED \$15,545.00.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of records management system is necessary; and

WHEREAS, the FY17/18 Biennial Budget provides funding for the proposed purchase; and

WHEREAS, Quotes were obtained with Microfilm Imaging Systems, Inc. having the lowest most responsible quote.

WHEREAS, Subsection (C) (9) of Section 31.23 of the La Vista Municipal Code requires that the city administrator secure Council approval prior to authorizing any purchase over \$5,000.00.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, do hereby approve the purchase and implementation of a Records Management System from Microfilm Imaging Systems, Inc., Omaha Nebraska in an amount not to exceed \$15,545.00.

Seconded by Councilmember Quick. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

O. RESOLUTION – AUTHORIZE TRAFFIC COUNTER PURCHASE

Councilmember Sell introduced and moved for the adoption of Resolution No. 18-118 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE PURCHASE OF ONE (1) 2018 WAVETRONIX RADAR CONTROLLED TRAFFIC COUNTER IN AN AMOUNT NOT TO EXCEED \$6,236.00.

WHEREAS, the City Council of the City of La Vista has determined that the replacement of one traffic counter is necessary; and

WHEREAS, the FY17/18 Biennial Budget provides funding for the proposed purchase; and

WHEREAS, Subsection (C) (9) of Section 31.23 of the La Vista Municipal Code requires that the city administrator secure Council approval prior to authorizing any purchase over \$5,000.00;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the purchase of one (1)

MINUTE RECORD

August 21 2018

No. 729 — REDFIELD & COMPANY, INC. OMAHA E1310556LD

2018 Wavetronix radar controlled traffic counter in an amount not to exceed \$6,236.00.

Seconded by Councilmember Thomas. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

P. DISCUSSION – FIREWORKS

Council discussed the dates and hours for the sale and discharge of fireworks. Following the discussion, there was Council consensus to leave the current regulations as they are at this time.

Councilmember Crawford motioned to move Comments from the Floor up on the agenda ahead of item Q Executive Session. Seconded by Councilmember Thomas. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

COMMENTS FROM THE FLOOR

There were no comments from the floor.

Q. EXECUTIVE SESSION – PERSONNEL

At 8:37 p.m. Councilmember Crawford made a motion to go into executive session for protection of the reputation of an individual to discuss personnel matters. Seconded by Councilmember Thomas. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. Motion carried. Mayor Kindig stated the executive session would be limited to the subject matter contained in the motion.

At 9:13 p.m. the Council came out of executive session. Councilmember Crawford made a motion to reconvene in open and public session. Seconded by Councilmember Thomas. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

COMMENTS FROM MAYOR AND COUNCIL

Mayor Kindig reported that he met with the Commissioner of the Department of Revenue.

At 9:14 p.m. Councilmember Crawford made a motion to adjourn the meeting. Seconded by Councilmember Thomas. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

PASSED AND APPROVED THIS 4TH DAY OF SEPTEMBER, 2018.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

A-3



Invoice

Reference Invoice Number with Payment

HDR Engineering Inc.
Omaha, NE 68114-4098
Phone: (402) 399-1000

HDR Invoice No. 1200136297
Invoice Date 13-AUG-2018
Invoice Amount Due \$20,256.03
Payment Terms 30 NET

Remit To PO Box 74008202
ACH/EFT Payments Chicago, IL 60674-8202
Bank of America ML US
ABA# 081000032
Account# 355004076604

City of La Vista
Rita Ramirez
8116 Park View Blvd
La Vista, NE 68128

Project Management for Services for Public Improvements and Other Works.

Professional Services
 From: 01-JUL-2018 To: 04-AUG-2018

Professional Services Summarization	Hours	Billing Rate	Amount
Administrative	3.50		194.67
Civil Engineer	43.50		6,707.85
Communications Coordinator	12.25		918.75
Facilities Construction Inspector 2	15.00		2,140.23
Graphic Designer 2	1.25		114.86
Project Controller	0.75		75.67
Project Manager	37.50		8,424.00
Sr. Civil Engineer	10.00		1,602.00
	123.75		\$20,178.03
	Total Professional Services		\$20,178.03

Expense Summarization	Quantity	Billing Rate	Amount
Mileage Personal	60.00		32.70
Printing/Reprographics			45.30
Total Expenses			\$78.00

Amount Due This Invoice (USD)	\$20,256.03
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Fee Amount	\$649,972.00
Fee Invoiced to Date	\$331,620.12
Fee Remaining	\$318,351.88

HDR Internal Reference Only	
Client Number	41331
Cost Center	10134
Project Number	10053040

R. Ramirez
 8-17-18

Consent Agenda 9/4/18

05.71.0909.03

Invoice

HDR Invoice No. 1200136297
 Invoice Date 13-AUG-2018

Professional Services and Expense Detail

Project Number:	10053040	Project Description:	LaVista-Project Mgmt Svcs		
Task Number:	1.0	Task Description:	Project Management		
Professional Services					
			Hours	Billing Rate	Amount
Civil Engineer	Christiansen, Adam P.		5.00	108.03	540.15
Project Controller	Clifton, Rachel M		0.75	100.89	75.67
Project Manager	Koenig, Christopher J		37.50	224.64	8,424.00
Sr. Civil Engineer	Cain, Christopher A		10.00	160.20	1,602.00
			53.25		\$10,641.82
				Total Professional Services	\$10,641.82
Expense					
			Qty	Billing Rate	Amount
Mileage Personal	Koenig, Christopher J		60.00	0.545	32.70
Printing/Regraphics	ARC Document Solutions LLC				32.58
				Total Expense	\$65.28
				Total Task	\$10,707.10

Professional Services and Expense Detail

Project Number:	10053040	Project Description:	LaVista-Project Mgmt Svcs		
Task Number:	2.0	Task Description:	Construction Team Coordination		
Professional Services					
			Hours	Billing Rate	Amount
Administrative	Anderson, Scott D		3.50	55.62	194.67
Civil Engineer	Cain, Christopher A		38.50	160.20	6,167.70
Facilities Construction Inspector 2	Baldwin, Richard L (Rich)		4.00	95.25	381.00
Facilities Construction Inspector 2	Marks, Steven A		11.00	159.93	1,759.23
			57.00		\$8,502.60
				Total Professional Services	\$8,502.60
Expense					
			Qty	Billing Rate	Amount
Printing/Regraphics	ARC Document Solutions LLC				12.72
				Total Expense	\$12.72
				Total Task	\$8,515.32

Invoice

HDR Invoice No. 1200136297
Invoice Date 13-AUG-2018

Professional Services and Expense Detail

Project Number:	10053040	Project Description:	LaVista-Project Mgmt Svcs
Task Number:	3.0	Task Description:	Public Outreach
Professional Services			
		Hours	Billing Rate
Communications Coordinator	Veldhouse, Kristen Lynn	12.25	75.00
Graphic Designer 2	Rolfes, Christina A	1.25	91.89
		13.50	\$1,033.61
		Total Professional Services	\$1,033.61
		Total Task	\$1,033.61

Invoice

601 P St Suite 200
PO Box 84608
Lincoln, NE 68501-4608
Tel 402.474.6311, Fax 402.474.5063

August 14, 2018
Invoice No: 309066
Invoice Total \$2,770.01

City of La Vista NE
8116 Park View Blvd
La Vista, NE 68128-2198

OA Project No. 018-1994 La Vista City Centre Lot 17 Parking Garage NE
Professional services rendered through August 4, 2018 for work completed in accordance with Agreement dated April 30, 2018.

Phase 100 Stone Columns

Labor

	Hours	Rate	Amount
Technician	22.00	60.00	1,320.00
Totals	22.00		1,320.00
Total Labor			1,320.00
Billing Limits	Current	Prior	To-Date
Total Billings	1,320.00	0.00	1,320.00
Limit			7,250.00
Balance Remaining			5,930.00
			Total this Phase \$1,320.00

Phase 200 Soils

Labor

	Hours	Rate	Amount
Technician	4.75	60.00	285.00
Senior Engineer	5.00	140.00	700.00
Totals	9.75		985.00
Total Labor			985.00

Reimbursable Expenses

Personal Vehicle Mileage	5.26
Total Reimbursables	5.26

Unit Billing

Field Vehicle	27.0 Miles @ 0.75	20.25
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Project .	018-1994	La Vista City Centre Lot 17 Parking Gara	Invoice	309066
Field Vehicle		14.0 Miles @ 0.75		10.50
Standard Proctor				
1 Test @ \$150/Test				150.00
Total Units				180.75
Billing Limits				180.75
Total Billings	1,171.01	Prior	To-Date	
Limit	0.00		1,171.01	
Balance Remaining			2,865.00	
			1,693.99	
		Total this Phase		\$1,171.01

Phase 300 Concrete

Labor

	Hours	Rate	Amount
Technician	3.00	60.00	180.00
Totals	3.00		180.00
Total Labor			180.00

Unit Billing

Field Vehicle	6.0 Miles @ 0.75	4.50	
Total Units		4.50	4.50

Billing Limits

	Current	Prior	To-Date
Total Billings	184.50	0.00	184.50
Limit			8,780.00
Balance Remaining			8,595.50

Total this Phase **\$184.50**

Phase 700 Reporting/Project Management

Labor

	Hours	Rate	Amount
Administrative	1.75	54.00	94.50
Totals	1.75		94.50
Total Labor			94.50

Billing Limits

	Current	Prior	To-Date
Total Billings	94.50	0.00	94.50
Limit			9,470.00
Balance Remaining			9,375.50

Total this Phase **\$94.50**

AMOUNT DUE THIS INVOICE **\$2,770.01**

O.K. to pay ↑
8/17/2018
CD-17-008

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS **05.71.0909.003**

Consent Agenda 9/4/18 (Re)

Invoice



601 P St Suite 200
 PO Box 84608
 Lincoln, NE 68501-4608
 Tel 402.474.6311, Fax 402.474.5063

June 29, 2018

Invoice No. 306175

Invoice Total **\$3,876.20**

John Kottmann
 City Engineer/Assistant Public Works Director
 City of La Vista NE
 8116 Park View Blvd
 La Vista, NE 68128-2198

OA Project No. 017-1779 LaVista 96th & Brentwood Traffic Signal
 171779

Professional services rendered from May 6, 2018 through June 9, 2018 for work completed in accordance with our Letter Agreement dated June 8, 2017 and Amendment No. 1 dated February 12, 2018.

Phase 600 Construction Administration Amd #1
Labor

		Hours	Amount
Totals		2.75	378.81
Total Labor			378.81
			Total this Phase
			\$378.81

Phase 610 Construction Observation Amd #1
Labor

		Hours	Amount
Totals		29.50	2,377.95
Total Labor			2,377.95
			Total this Phase
			\$2,377.95

Phase 615 Construction Materials Testing Amd #1

Labor

		Hours	Amount
Totals		13.50	1,040.25
Total Labor			1,040.25

Reimbursable Expenses

Personal Vehicle Mileage	68.69
Total Reimbursables	68.69
	68.69

Project	017-1779	LaVista 96th & Brentwood Traffic Signal	Invoice	306175
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Unit Billing

Field Vehicle	14.0 Miles @ 0.75	10.50
Total Units	10.50	10.50
Total this Phase		\$1,119.44

Billing Limits

	Current	Prior	To-Date
Total Billings	3,876.20	58,428.07	62,304.27
Limit			64,011.92
Balance Remaining			1,707.65

AMOUNT DUE THIS INVOICE **\$3,876.20**

Att. Progress Report

Transmitted by email to: jkottmann@cityoflavista.org

O.K. to pay

Authorized By: Christopher Rolling

efMK 8-22-2018

55.71.0883.003

Consent Agenda 9/4/18 (pk)
INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Invoice



601 P St Suite 200
PO Box 84608
Lincoln, NE 68501-4608
Tel 402.474.6311, Fax 402.474.5063

August 23, 2018

Invoice No: 310076

Invoice Total	\$50,787.02
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City of La Vista NE
8116 Park View Blvd
La Vista, NE 68128-2198

OA Project No. B16-0546 La Vista NE City Centre Phase 1 Public Infrastructure
Professional services rendered July 8, 2018 through August 4, 2018 for work completed in accordance with agreement dated October 7, 2016 and Amendment #1 dated July 7, 2017, Amendment #2 dated July 21, 2017, and Amendment #3 dated November 21, 2017.

NTP: 12.06.16

City of La Vista Project No. CD-17-008

Phase	100	Due Diligence
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Labor

	Hours	Rate	Amount
Principal			
Egelhoff, Anthony	.75	176.00	132.00
CAD Operator			
Hastings, Douglas	1.50	100.00	150.00
Totals	2.25		282.00
Total Labor			282.00
			Total this Phase
			\$282.00

Phase	200	Phase 1 Infrastructure Design Including Amendments 2 & 3
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Labor

	Hours	Rate	Amount
Assistant Professional			
Luchtel, Michael	2.00	88.00	176.00
Totals	2.00		176.00
Total Labor			176.00
			Total this Phase
			\$176.00

Phase	300	Project Management Including Amendments 2 & 3
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Project	B16-0546	La Vista NE City Centre Phase 1 Public	Invoice	310076
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Labor

		Hours	Rate	Amount
Principal				
Egelhoff, Anthony		2.75	176.00	484.00
Galley, Eric		1.00	176.00	176.00
Project Professional				
Golka, Michael		1.00	121.00	121.00
Assistant Professional				
Niewohner, Philip		4.00	88.00	352.00
Administrative/Clerical				
Doty, Jennifer		.25	73.00	18.25
Totals		9.00		1,151.25
Total Labor				1,151.25
			Total this Phase	\$1,151.25

Phase 400 Construction Services (Including Amendment 3)

Labor

		Hours	Rate	Amount
Technician				
Crawford, Allison		3.75	60.00	225.00
Hineline, Mitchell		2.50	60.00	150.00
Royer, Gene		5.50	60.00	330.00
Schultz, Thomas		24.50	60.00	1,470.00
Snyder, Sue		7.75	60.00	465.00
Wright, Jeremy		1.50	60.00	90.00
Zavala, Robert		10.50	60.00	630.00
Senior Technician				
Fossler, David		3.00	100.00	300.00
Project Manager				
Carey, Douglas		5.00	115.00	575.00
Assistant Engineer				
Turek, Zachary		185.00	80.00	14,800.00
Associate Surveyor				
Hanna, Daniel		26.00	110.00	2,860.00
Peterson, Drew		6.50	110.00	715.00
2-Man Survey Crew				
Bang, Joshua		48.50	150.00	7,275.00
Kahle, Zachariah		5.00	150.00	750.00
Rokusek, Zachary		11.00	150.00	1,650.00
Team/Technical Leader				
Egelhoff, Anthony		9.50	176.00	1,672.00

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Project	B16-0546	La Vista NE City Centre Phase 1 Public			Invoice	310076
Construction Services Senior Manager						
Amys, Ryan		2.75	150.00		412.50	
Associate Construction Manager						
Zlomke, Mark		4.00	96.00		384.00	
Construction Services Senior Technician						
Markham, Matthew		65.00	80.00		5,200.00	
Administrative						
Zablocki, Stacy		16.00	54.00		864.00	
Project Engineer						
Golka, Michael		12.50	156.00		1,950.00	
Team Leader						
Rothanzl, Terrence		5.00	112.00		560.00	
Totals		460.75			43,327.50	
Total Labor						43,327.50

Unit Billing

Field Vehicle	7.0 Miles @ 0.75	5.25	
Compressive Strength - Concrete			
4 Tests @ \$15/Test		60.00	
4 Tests @ \$15/Test		60.00	
6 Tests @ \$15/Test		90.00	
6 Tests @ \$15/Test		90.00	
4 Tests @ \$15/Test		60.00	
4 Tests @ \$15/Test		60.00	
4 Tests @ \$15/Test		60.00	
4 Tests @ \$15/Test		60.00	
4 Tests @ \$15/Test		60.00	
Total Units		605.25	605.25

Additional Fees

Rate Adj's for M Markham and Z Turek	2,154.50	
Total Additional Fees	2,154.50	2,154.50
Total this Phase		\$46,087.25

Phase 401 Construction Services 1B (Incl Amendment 3)

Labor

	Hours	Rate	Amount
Project Manager	.50	115.00	57.50
Student Technician - Level 1	1.00	52.00	52.00
Totals	1.50		109.50
Total Labor			109.50
Total this Phase			\$109.50

Phase 402 SWPPP Inspections

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Project	B16-0546	La Vista NE City Centre Phase 1 Public	Invoice	310076
Number of Mo Insp Fees	1.00			
Fee Each	800.00			
Subtotal	800.00			
		Subtotal		800.00
			Total this Phase	\$800.00
Phase	900	Expenses		
Reimbursable Expenses				
Personal Vehicle Mileage			128.11	
Total Reimbursables			128.11	128.11
Unit Billing				
Field Vehicle		133.0 Miles @ 0.75	99.75	
Field Vehicle		100.0 Miles @ 0.75	75.00	
Field Vehicle		21.0 Miles @ 0.75	15.75	
Field Vehicle		78.0 Miles @ 0.75	58.50	
Field Vehicle		24.0 Miles @ 0.75	18.00	
Field Vehicle		31.0 Miles @ 0.75	23.25	
Field Vehicle		358.5 Miles @ 0.75	268.88	
Field Vehicle		37.0 Miles @ 0.75	27.75	
Field Vehicle		18.0 Miles @ 0.75	13.50	
Field Vehicle		19.0 Miles @ 0.75	14.25	
Field Vehicle		148.0 Miles @ 0.75	111.00	
Field Vehicle		16.0 Miles @ 0.75	12.00	
Survey Supplies			523.28	
Total Units			1,260.91	1,260.91
			Total this Phase	\$1,389.02
Phase	910	Amendment 1 Pavement Rehabilitation Topo Survey		
			Total this Phase	0.00
Phase	911	Amendment 1 Pavement Rehabilitation Pavement Roadway Design		
			Total this Phase	0.00
Phase	912	Amendment 1 Pavement Rehabilitation Bidding Documents & Process		

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Project	B16-0546	La Vista NE City Centre Phase 1 Public	Invoice	310076
			Total this Phase	0.00
Phase	913	Amendment 1 Pavement Rehabilitation Project Management		
Labor				
Principal			Hours	Rate
Egelhoff, Anthony			50	176.00
Totals			50	88.00
Total Labor				88.00
			Total this Phase	\$88.00
Phase	915	Amendment 1 Pavement Rehabilitation Expenses		
			Total this Phase	0.00
Phase	920	Amendment 1 Access Improvements Topographic Survey		
			Total this Phase	0.00
Phase	921	Amendment 1 Access Improvements Design		
			Total this Phase	0.00
Phase	922	Amendment 1 Access Improvements Bidding Documents & Processing		
			Total this Phase	0.00
Phase	923	Amendment 1 Access Improvements Project Management		
			Total this Phase	0.00

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Project	B16-0546	La Vista NE City Centre Phase 1 Public	Invoice	310076
Labor				
Principal		Hours	Rate	Amount
Rolling, Christopher		2.75	176.00	484.00
Totals		2.75		484.00
Total Labor				484.00
			Total this Phase	\$484.00
Phase	925	Amendment #1 Access Improvements Expenses		
			Total this Phase	0.00
Phase	930	Amendment #4 84th Street Pavement & Sewers		
Task	930001	OMA RDBR Amd #4 Project Management		
Labor		Hours	Rate	Amount
Principal				
Egelhoff, Anthony		1.25	176.00	220.00
Totals		1.25		220.00
Total Labor				220.00
			Total this Task	\$220.00
Task	930002	OMA RDBR Amd #4 Design Revisions		
			Total this Task	0.00
Task	930003	OMA FOPS Amd #4 Construction Adm		
			Total this Task	0.00
Task	930004	OMA FOPS Amd #4 Construction Observation		
			Total this Task	0.00
Task	930005	OMA SRVY Amd #4 Construction Staking		
			Total this Task	0.00
Task	930006	SRP FOPS Amd #4 Special Inspections Testing		
			Total this Task	0.00
Task	930007	OMA RDBR Construction Observation		
			Total this Task	0.00

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Project	B16-0546	La Vista NE City Centre Phase 1 Public	Invoice	310076
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		Total this Phase	\$220.00
Phase	940	(Future Amendment) Pavement Rehabilitation Construction Services	

		Total this Phase	0.00
Billing Limits			
Total Billings	Current	Prior	To-Date
Limit	50,787.02	611,568.58	662,355.60
Balance Remaining			799,375.00
			137,019.40

AMOUNT DUE THIS INVOICE	\$50,787.02
-------------------------	-------------

Email Invoices to: jkottmann@cityoflavista.org

Authorized By: Anthony Egelhoff

O.K. to pay
 MK 8-24-2018
 CD-17-008
 05.71.0909.003

Consent Agenda 9/4/18 (P)

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Invoice



601 P St Suite 200
PO Box 84608
Lincoln, NE 68501-4608
Tel 402.474.6311, Fax 402.474.5063

August 20, 2018

Invoice No: 309869

Invoice Total \$1,177.96

John Kottmann
City Engineer/Assistant Public Works Director
City of La Vista NE
8116 Park View Blvd
La Vista, NE 68128-2198

OA Project No. 017-1779 LaVista 96th & Brentwood Traffic Signal
171779

Professional services rendered from June 10, 2018 through August 4, 2018 for work completed in accordance with our Letter Agreement dated June 8, 2017 and Amendment No. 1 dated February 12, 2018.

Phase 600 Construction Administration Amd #1
Labor

	Hours	Amount
Totals	4.75	690.41
Total Labor		690.41
Total this Phase		\$690.41

Phase 610 Construction Observation Amd #1
Labor

	Hours	Amount
Totals	1.00	80.09
Total Labor		80.09

Reimbursable Expenses

Personal Vehicle Mileage	4.91
Total Reimbursables	4.91
Total this Phase	\$85.00

Phase 615 Construction Materials Testing Amd #1
Labor

	Hours	Amount
Totals	6.75	342.30
Total Labor		342.30

Unit Billing

Field Vehicle	27.0 Miles @ 0.75	20.25
---------------	-------------------	-------

Project	017-1779	LaVista 96th & Brentwood Traffic Signal	Invoice	309869
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Core Thickness

2 Tests @ \$20/Test

Total Units

40.00

60.25

60.25

Total this Phase

\$402.55

Billing Limits

Total Billings

Current

Prior

To-Date

Limit

1,177.96

62,304.27

63,482.23

Balance Remaining

64,011.92

529.69

AMOUNT DUE THIS INVOICE

\$1,177.96

Outstanding Invoices

Number

306175

Date

6/29/2018

Balance

3,876.20

Total

3,876.20

OK to pay

8-22-2018 JMK

05.71.0883.003

Att. Progress Report

Transmited by email to: jkottmann@cityoflavista.org

Authorized By: Christopher Rolling

Consent Agenda 9/4/18 (pk)
INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

A-8



PLANNING • DESIGN

July 31, 2018

Project No: R3001.477.01
Invoice No: 44425

Ann Birch
Community Development Director
City of La Vista
8116 Parkview Blvd
La Vista, NE 68128

Project R3001.477.01 LaVista, City of - Civic Center Park PH1

Professional Services through July 31, 2018

Fee

Billing Phase	Fee	Billed %	Earned	Prior Fee	Current Fee
Schematic Design	14,400.00	100.00	14,400.00	14,400.00	0.00
Design Development	20,900.00	100.00	20,900.00	20,900.00	0.00
Construction Documents	22,600.00	100.00	22,600.00	22,600.00	0.00
Bidding/Negotiation	5,000.00	100.00	5,000.00	5,000.00	0.00
Contract Administration	20,900.00	5.50	1,149.50	848.47	301.03
Post-Occupancy	600.00	0.00	0.00	0.00	0.00
Total Fee	84,400.00		64,049.50	63,748.47	301.03

Total Fee 301.03

Reimbursable Expenses

Printing

3.90

Total Reimbursables

3.90 3.90

Total this Invoice \$304.93

Outstanding Invoices

Number	Date	Balance
44246	6/30/2018	746.40
Total		746.40

O.K. to pay

FMK 8-17-2018

05.71.0916.003



Design Workshop, Inc.
 Landscape Architecture
 Planning
 Urban Design

August 2, 2018
 Invoice No: 0059784

Cindy Miserez
 City of La Vista
 8116 Parkview Blvd.
 La Vista, NE 68128

Current Invoice Total **\$264.90**

Project 005806.00 84th Streetscape Plan
 Professional Planning and Design Services.

Professional Services from July 1, 2018 to July 31, 2018

Task 010 Existing Context Survey & Mapping
Fee

Fee	Percent Complete	Earned to Date	Previous Fee Billing	Current Fee Billing
48,920.00	100.00	48,920.00	48,920.00	0.00

Total Fee **0.00**

Total this Task **0.00**

Task 020 Meetings
Fee

Fee	Percent Complete	Earned to Date	Previous Fee Billing	Current Fee Billing
73,130.00	100.00	73,130.00	73,130.00	0.00

Total Fee **0.00**

Total this Task **0.00**

Task 030 Conceptual Illustrative Plan
Fee

Fee	Percent Complete	Earned to Date	Previous Fee Billing	Current Fee Billing
63,740.00	100.00	63,740.00	63,740.00	0.00

Total Fee **0.00**

Total this Task **0.00**

Task 040 Selection of Preferred Streetscape Plan

DESIGNWORKSHOP

Aspen • Austin • Chicago • Denver • Houston • Lake Tahoe • Los Angeles • Shanghai
 1390 Lawrence Street, Suite 100, Denver, Colorado 80204 • 303.623.5186 • 303.623.2260 (fax)

Project	005806.00	84th Streetscape Plan			Invoice	0059784
Fee						
	Fee	Percent Complete	Earned to Date	Previous Fee Billing	Current Fee Billing	
	55,245.00	100.00	55,245.00	55,245.00	0.00	
	Total Fee					0.00
	Total this Task					0.00
Task Fee	041	Additional Services #1 (Phase I)				
	Fee	Percent Complete	Earned to Date	Previous Fee Billing	Current Fee Billing	
	4,999.00	100.00	4,999.00	4,999.00	0.00	
	Total Fee					0.00
	Total this Task					0.00
Task Fee	099	Reimbursable Expenses				
	Fee	Percent Complete	Earned to Date	Previous Fee Billing	Current Fee Billing	
	33,250.00	65.2003	21,679.11	21,414.21	264.90	
	Total Fee					264.90
	Total this Task					\$264.90
	Total this Invoice					\$264.90

Please include invoice number on remittance to:

1390 Lawrence Street, Suite 100, Denver, CO 80204

APPROVED

*Consent Agenda
AB 8-20-18
16-53-0303*

DESIGNWORKSHOP

Consent Agenda 9/4/18

Aspen • Austin • Chicago • Denver • Houston • Lake Tahoe • Los Angeles • Shanghai
1390 Lawrence Street, Suite 100, Denver, Colorado 80204 • 303.623.5186 • 303.623.2260 (fax)

A-10

Invoice



listen.DESIGN.deliver
6457 Frances Street, Suite 200
Omaha, NE 68106
402-393-4100 Fax 402-393-8747

John Kottmann, PE
Director Public Works
City of La Vista
Email Inv: jkottmann@cityoflavista.org
9900 Portal Road
La Vista, NE 68128

August 10, 2018

Project No: 10-17105-01
Invoice No: 0151353

Project 10-17105-01 La Vista City Centre Parking Fac CA

Billing Period: July 1, 2018 to July 31, 2018

Fee

Total Fee	34,000.00		
Percent Complete	55.00	Total Earned	18,700.00
		Previous Fee Billing	13,600.00
		Current Fee Billing	5,100.00
		Total Fee	5,100.00

Consultants

AGA Consulting, Inc.	4,540.00	
Total Consultants	4,540.00	4,540.00
		Total this Invoice
		\$9,640.00

Billings to Date

	Current	Prior	Total
Fee	5,100.00	13,600.00	18,700.00
Consultant	4,540.00	11,792.50	16,332.50
Expense	0.00	169.08	169.08
Totals	9,640.00	25,561.58	35,201.58

O.K. to pay

JK 8-17-2018

CD-17-008

05.71.0909.003

We appreciate your confidence in us and thank you in advance for your payment.
Being environmentally friendly, we encourage payments via Wire Transfer.
Routing number: 121000248 Account Number: 4945435436

Matthew Gulsvig, AIA, LEED AP

Consent Agenda 9/4/18 (rc)

Payment due and interest charged per contract terms. Remit to address at the top of this invoice.

A-11

Invoice



DLR Group

listen.DESIGN.deliver

6457 Frances Street, Suite 200

Omaha, NE 68106

402-393-4100 Fax 402-393-8747

John Kottmann, PE
Director Public Works
City of La Vista
8116 Park View Boulevard
La Vista, NE 68128-2198

August 10, 2018

Project No: 10-17105-10

Invoice No: 0151354

Project 10-17105-10 La Vista City Centre Parking Graphic Des

Billing Period: July 1, 2018 to July 31, 2018

Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Schematic Design	9,500.00	40.00	3,800.00	0.00	3,800.00
Total Fee	9,500.00		3,800.00	0.00	3,800.00
Total Fee					3,800.00
			Total this Invoice		\$3,800.00

Billings to Date

	Current	Prior	Total
Fee	3,800.00	0.00	3,800.00
Totals	3,800.00	0.00	3,800.00

O.K. to pay

CDMK 8-20-2018

CD - 17 - 008

05.71.0909.003

We appreciate your confidence in us and thank you in advance for your payment.
Being environmentally friendly, we encourage payments via Wire Transfer.
Routing number: 121000248 Account Number: 4945435436

Matthew Gulsvig, AIA, LEED AP

Consent Agenda 9/4/18 (Re)

Payment due and interest charged per contract terms. Remit to address at the top of this invoice.

A-12



Thompson, Dreessen & Dorner, Inc.
Consulting Engineers & Land Surveyors

INVOICE

Please remit to:
TD2 Nebraska Office
10836 Old Mill Road; Omaha, NE 68154
Office: 402/330-8860 Fax: 402/330-5866

TD2 South Dakota Office
5000 S. Minnesota Ave., Ste. 300; Sioux Falls, SD 57108
Office: 605/951-0886

CITY OF LA VISTA
JOHN KOTTMANN
9900 PORTAL ROAD
LA VISTA, NE 68128

Invoice number 127568
Date 08/21/2018

Project 0171-417 LA VISTA PHASE 1 GOLF
COURSE TRANSFORMATION -
PROPOSED LAKE IMPROVEMENTS

Professional Services from July 16, 2018 through August 12, 2018

PO #18-0080

Description	Contract Amount	Prior Billed	Remaining	Current Billed
Construction Staking	20,000.00	19,888.55	111.45	0.00
Construction Administration	4,000.00	4,000.00	0.00	0.00
Construction Observation	5,000.00	4,750.35	249.65	0.00
Construction Testing/Geotechnical Observation	105,000.00	90,199.57	13,466.97	1,333.46
Erosion Control Monitoring and Reporting Services	7,500.00	7,500.00	0.00	0.00
Grading "As-Built" Drawings	3,500.00	3,358.75	141.25	0.00
Sanitary Sewer Relocation	15,000.00	9,023.32	5,976.68	0.00
3D Visualization	3,500.00	3,500.00	0.00	0.00
Additional Design Team Meeting Attendance	2,000.00	1,986.65	13.35	0.00
Construction Phase Progress Meeting Attendance	7,500.00	7,496.66	3.34	0.00
	Total 173,000.00	151,703.85	19,962.69	1,333.46

Invoice total 1,333.46

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
127568	08/21/2018	1,333.46	1,333.46				
	Total	1,333.46	1,333.46	0.00	0.00	0.00	0.00

Terms Net 30 Days. A Finance Charge of 1 1/2% Per Month (18% per Annum) Will Be Charged on Past Due Accounts. Also Liable for all Legal and Collection Fees. Invoices not paid within 90 days of the invoice date will be subject to possible lien filings.

O.K. to pay
JMK 8-23-2018
0571.0516.003

Consent Agenda 9/4/18 (b)

APPLICATION and CERTIFICATE for PAYMENT

To: City of LaVista
9900 Portal Road
LaVista, NE 68128

From: KSI Construction
11011 Q Street Bldg. A Ste. #104
Omaha, NE 68137

Contract For:

Project: City of LaVista 84th St. Application No: 4
App. Date: August 21, 2018
Period to:
Project No: 1498-17
Contract Date: August 30, 2017

Via Architect:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, G703, is attached.

1. ORIGINAL CONTRACT SUM

314,501.90

2. Net Change Orders

94,148.72

3. CONTRACT SUM TO DATE

408,650.62

4. TOTAL COMPLETED AND STORED TO DATE

408,650.62

5. RETAINAGE:

a. of Completed Work 0.00
b. of Stored Material 0.00

TOTAL RETAINAGE

0.00

6. TOTAL EARNED LESS RETAINAGE

408,650.62

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

344,926.83

8. CURRENT PAYMENT DUE

63,723.79

9. BALANCE TO FINISH, INCLUDING RETAINAGE

0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS	AMOUNT CERTIFIED
Total changes approved in previous months by Owner	86,894.12	0.00	\$63,723.79
Total approval this Month	7,254.60	0.00	
TOTALS	94,148.72	0.00	
NET CHANGES by Change Order	94,148.72		

By: *Shawn Swaney* Date: 8/22/18Notary Public: *Shawn Swaney*

State of: Nebraska

County of: Douglas

Subscribed and sworn before me this 21st day of August 2018
Shawn Swaney personally appeared before me, the undersigned notary public, and
provided satisfactory evidence of identification to be the person who signed this document in
my presence and swore or affirmed to me that the contents of THE DOWNTOWN STATE OF NEBRASKA
are accurate to the best of his/her knowledge and belief.

RYAN J. MULLEN
Notary Public: *Ryan J. Mullen*
My Comm. Exp. April 18, 2021
My Commission expires:

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.

OK to Pay
8/24/2018
8/24/2018
05/11/2002
603

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT

Engineer

By: *Matthew G. Gobbi* Date: 8/22/18

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 use an original document which has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced.



League of Nebraska Municipalities
1335 L Street
Lincoln, NE 68508
402-476-2829

A-14
Invoice

Date	Invoice #
7/23/2018	15866

Bill To
City of La Vista
Clerk
8116 Park View Blvd.
La Vista, NE 68128-2198

Please send a copy of this invoice with your payment.

Consent Agenda 9/4/18 (Re)

Check #	Check Date	Vendor Name	Amount	Voided
127664	08/22/2018	BUETHE, PAM	194.23	N
127665	08/22/2018	CANTU, CRYSTAL	154.00	N
127666	08/22/2018	CITY OF OMAHA	174,653.74	N
127667	08/22/2018	DATA DOCUMENTS LLC	154.00	N
127668	08/22/2018	EDGEWEAR SCREEN PRINTING	1,670.75	N
127669	08/22/2018	GRAHAM CONSTRUCTION, INC	895,750.15	N
127670	08/22/2018	MARK A KLINKER	200.00	N
127671	08/22/2018	MANNING, JASON ROBERT	132.00	N
127672	08/22/2018	MAX I WALKER UNIFORM RENTAL	11.83	N
127673	08/22/2018	OFFICE DEPOT INC	155.03	N
127674	08/22/2018	PAPIO-MO RIVER NRD STORM WATER	256,495.82	N
127675	08/22/2018	SARPY COUNTY TREASURER	273,234.00	N
127676	08/22/2018	ZACKERY SULZBACH	120.00	N
127677	09/04/2018	ACCO UNLIMITED CORP	183.50	N
127678	09/04/2018	ASPHALT & CONCRETE MATERIALS	935.54	N
127679	09/04/2018	BAXTER FORD 144TH & I-80	3.37	N
127680	09/04/2018	BISHOP BUSINESS EQUIPMENT	250.24	N
127681	09/04/2018	BLACK HILLS ENERGY	1,450.57	N
127682	09/04/2018	BOOKPAGE	528.00	N
127683	09/04/2018	BUETHE, PAM	57.00	N
127684	09/04/2018	CALENTINE, JEFFREY	292.00	N
127685	09/04/2018	CENTURY LINK	308.66	N
127686	09/04/2018	CITY OF PAPILLION	190,416.13	N
127687	09/04/2018	CITY OF PAPILLION PARKS/RECREATIO	45.00	N
127688	09/04/2018	ROBERT D COCO	44.00	N
127689	09/04/2018	CONTROL MASTERS INCORPORATED	125.00	N
127690	09/04/2018	COX COMMUNICATIONS	147.03	N
127691	09/04/2018	DANIEL & JENNIFER SMITH	6.99	N
127692	09/04/2018	DARE CATALOG	1,157.20	N
127693	09/04/2018	DATASHIELD CORPORATION	20.00	N
127694	09/04/2018	DIAMOND VOGEL PAINTS	53.18	N
127695	09/04/2018	DXP ENTERPRISES INC	52.50	N
127696	09/04/2018	EN POINTE TECHNOLOGIES SALES	34.92	N
127697	09/04/2018	EXPRESS DISTRIBUTION LLC	167.12	N
127698	09/04/2018	FILTER CARE	31.05	N
127699	09/04/2018	FINDAWAY WORLD, LLC	999.00	N
127700	09/04/2018	FIRST NATIONAL BANK FREMONT	22,472.50	N
127701	09/04/2018	G I CLEANER & TAILORS	177.25	N
127702	09/04/2018	GALE	26.24	N
127703	09/04/2018	GCR TIRES & SERVICE	1,483.97	N
127704	09/04/2018	GENERAL FIRE & SAFETY EQUIP CO	1,231.00	N
127705	09/04/2018	GRAYBAR ELECTRIC COMPANY INC	461.77	N
127706	09/04/2018	GUNN, BRENDA	241.50	N
127707	09/04/2018	HARTS AUTO SUPPLY	307.00	N
127708	09/04/2018	HAWKEYE TRUCK EQUIPMENT	1,477.56	N
127709	09/04/2018	HOME DEPOT CREDIT SERVICES	92.50	N
127710	09/04/2018	HY-VEE INC	57.00	N
127711	09/04/2018	INGRAM LIBRARY SERVICES	617.21	N
127712	09/04/2018	KUBOTA OF OMAHA	75.39	N
127713	09/04/2018	KUSTOM SIGNALS INCORPORATED	328.28	N
127714	09/04/2018	L-TRON CORPORATION	1,771.56	N
127715	09/04/2018	LARRY'S BOILER SERVICE	63.50	N
127716	09/04/2018	LEAGUE OF NEBRASKA MUNICIPA-	348.00	N
127717	09/04/2018	LIBRARY IDEAS LLC	164.04	N
127718	09/04/2018	MAX I WALKER UNIFORM RENTAL	645.33	N
127719	09/04/2018	METRO AREA TRANSIT	553.00	N
127720	09/04/2018	METROPOLITAN UTILITIES DIST.	14,606.65	N
127723	09/04/2018	MEYO ENTERPRISES, LLC	9,050.00	N
127724	09/04/2018	MID-WEST MILITARY REAL ESTATE, LLC	200.00	N
127725	09/04/2018	MIDWEST TAPE	139.97	N

User: mgustafson

DB: La Vista

Check #

Check #	Check Date	Vendor Name	Amount	Voided
127726	09/04/2018	MONARCH OIL INC	469.90	N
127727	09/04/2018	MUNICIPAL PIPE TOOL CO LLC	432.84	N
127728	09/04/2018	NATIONAL EVERYTHING WHOLESALE	470.59	N
127729	09/04/2018	NATIONAL PATENT ANALYTICAL	661.23	N
127730	09/04/2018	NEBRASKA LIFE MAGAZINE	24.00	N
127731	09/04/2018	NEBRASKA STATEWIDE ARBORETUM	100.00	N
127732	09/04/2018	NETWORKFLEET, INC	828.79	N
127733	09/04/2018	NMC EXCHANGE LLC	13.10	N
127734	09/04/2018	NUTS AND BOLTS INCORPORATED	13.81	N
127735	09/04/2018	OCLC INC	155.39	N
127736	09/04/2018	ODEY'S INCORPORATED	305.55	N
127737	09/04/2018	OFFICE DEPOT INC	317.62	N
127738	09/04/2018	OFFUTT YOUTH CENTER	1,440.00	N
127739	09/04/2018	OLYMPIA BOOK CORPORATION	383.63	N
127740	09/04/2018	OMAHA COMPOUND COMPANY	66.20	N
127741	09/04/2018	OMAHA WINNELSON	130.73	N
127742	09/04/2018	PAPILLION SANITATION	195.00	N
127743	09/04/2018	PAPILLION TIRE INCORPORATED	175.34	N
127744	09/04/2018	PAQUETTE, LISA	82.88	N
127745	09/04/2018	PARTSMASTER	26.83	N
127746	09/04/2018	PAYLESS OFFICE PRODUCTS INC	181.74	N
127747	09/04/2018	PLAINS EQUIPMENT GROUP	496.58	N
127748	09/04/2018	POKORNY, KEVIN L	241.50	N
127749	09/04/2018	PROUHET, THOMAS	241.50	N
127750	09/04/2018	QUALITY AUTO REPAIR & TOWING	150.00	N
127751	09/04/2018	RAMIREZ, RITA M	448.50	N
127752	09/04/2018	RECORDED BOOKS, LLC	750.00	N
127753	09/04/2018	REGAL AWARDS OF DISTINCTION	164.95	N
127754	09/04/2018	SOUTH, RYAN	258.00	N
127755	09/04/2018	SARPY COUNTY CHAMBER OF	500.00	N
127756	09/04/2018	SCHEMMER ASSOCIATES INC	200.00	N
127757	09/04/2018	SHEPPARD'S BUSINESS INTERIORS	825.00	N
127758	09/04/2018	SIRCHIE FINGER PRINT LABS	480.27	N
127759	09/04/2018	SNAP-ON INDUSTRIAL TOOL	4,793.91	N
127760	09/04/2018	SOUTHERN UNIFORM & EQUIPMENT	124.97	N
127761	09/04/2018	STOPAK, SCOTT	258.00	N
127762	09/04/2018	SUN COUNTRY DISTRIBUTING LTD	12.87	N
127763	09/04/2018	TED'S MOWER SALES & SERVICE	269.35	N
127764	09/04/2018	TRACTOR SUPPLY CREDIT PLAN	23.98	N
127765	09/04/2018	UNITED PARCEL SERVICE	8.97	N
127766	09/04/2018	VIERREGGER ELECTRIC COMPANY	6,985.34	N
127767	09/04/2018	VOGEL TRAFFIC SERVICES	11,022.00	N
127768	09/04/2018	WAL-MART COMMUNITY BRC	1,594.12	N
127769	09/04/2018	WICK'S STERLING TRUCKS INC	32.22	N
127770	09/04/2018	WILDLIFE ENCOUNTERS	295.00	N
127771	09/04/2018	RYAN WILLMS	44.00	N
127772	09/04/2018	WOODHOUSE LINCLN-MAZDA-PORSC	320.66	N
			TOTAL:	1,893,841.63

APPROVED BY COUNCIL MEMBERS ON: 09/04/2018

COUNCIL MEMBER

COUNCIL MEMBER

08/30/2018 01:47 PM

ACCOUNTS PAYABLE CHECK REGISTER

Page: 3/3

User: mgustafson

DB: La Vista

Check #

Check Date

Vendor Name

Amount

Voided

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
SEPTEMBER 4, 2018 AGENDA

Subject:	Type:	Submitted By:
FISCAL YEARS 19 AND 20 MUNICIPAL BUDGET	◆ RESOLUTION ◆ ORDINANCE RECEIVE/FILE	CINDY MISEREZ FINANCE DIRECTOR

SYNOPSIS

The following items have been prepared for Council consideration:

- Third and final reading of an ordinance to adopt the proposed municipal budget for FY19 and FY20.
- Third and final reading of the Master Fee Ordinance.
- A public hearing has been scheduled to consider a resolution to increase the base of restricted fund authority in the budget.

FISCAL IMPACT

The proposed budget is \$66,858,634.00 in FY19 and \$53,763,837.00 in FY20 all funds. The total proposed property tax request is \$8,481,780.00 in FY19 and \$8,481,780.00 in FY20 which requires a property tax levy of \$0.55 per \$100 dollars of assessed valuation.

The owner of a home valued at \$150,000 will pay \$825 in property taxes, or \$68.75 per month. The proposed budget has no increase in the property tax rate.

RECOMMENDATION

Approval.

BACKGROUND

The City Council held budget workshops on July 16 & 17, 2018. The proposed budget ordinance and Master Fee ordinance were prepared based on the discussions from these meetings. Since the first reading of the Budget ordinance and Master Fee ordinance the following modifications have been made:

General Fund Revenue

- The Property tax request was decreased by \$8,908 as a result of the final valuation (\$1,542,141,658) being slightly lower than the preliminary valuation estimate (\$1,543,977,769).

Bond Fund Revenue

- The property tax request was decreased by \$1,091 as a result of the final valuation (\$1,542,141,658) being slightly lower than the preliminary valuation estimate (\$1,543,977,769).

Disbursements and transfers were updated to reflect information that became available in July and August regarding the CIP projects, updated bond estimates, the final fire contract, and minor miscellaneous updates.

The result is that the request for disbursements and transfers was increased by \$2,255,717 in FY19 and by \$4,306,702 in FY20 primarily related to carryover projects. In August, the FY18 year-end estimate for construction was re-evaluated and it was determined that approximately \$6 million in FY18 appropriation for construction projects would need to be carried-over to FY19 and FY20. The progress of the Capital Improvement Plan will continue to be evaluated at the mid-year biennial budget review.

ORDINANCE NO. 1323

AN ORDINANCE TO APPROPRIATE THE SUMS OF MONEY DEEMED NECESSARY TO DEFRAY ALL OF THE NECESSARY EXPENSES AND LIABILITIES OF THE CITY OF LA VISTA, SARPY COUNTY, NEBRASKA FOR THE FISCAL PERIOD BEGINNING ON OCTOBER 1, 2018 AND ENDING ON SEPTEMBER 30, 2019; AND FOR THE FISCAL PERIOD BEGINNING OCTOBER 1, 2019 AND ENDING ON SEPTEMBER 30, 2020 SPECIFYING THE OBJECTS AND PURPOSES FOR WHICH SUCH APPROPRIATIONS ARE MADE AND THE AMOUNT TO BE APPROPRIATED FOR EACH OBJECT OR PURPOSE; SPECIFYING THE AMOUNT TO BE RAISED BY TAX LEVY; PROVIDING FOR THE FILING AND CERTIFICATION OF THE BUDGET AND TAX LEVY HEREIN SENT TO THE STATE AUDITOR AND COUNTY CLERK OF SARPY COUNTY; AND PRESCRIBING THE TIME WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF LA VISTA, SARPY COUNTY, NEBRASKA.

Section 1. That after complying with all procedures required by law, the proposed budget presented and set forth in the budget statements, as amended, is hereby approved as the Annual Appropriation Bill for the fiscal year beginning October 1, 2018, through September 30, 2019 and the fiscal year beginning October 1, 2019, through September 30, 2020. All sums of money contained in the budget statement are hereby appropriated for the necessary expenses and liabilities of the City of La Vista. The following amounts appropriated shall be raised primarily as follows. The budget document, as amended, together with the amount to be received from personal and real property taxation to fund the adopted budget, shall be filed with and certified to the County Clerk of Sarpy County, Nebraska for use by the levying board, and shall be filed with the Auditor of Public Accounts, State Capital, Lincoln, Nebraska, as provided by law.

Fund	Proposed Budget of Disbursements and Transfers FY19	Proposed Budget of Disbursements and Transfers FY20	Amount to be Raised by Property Tax Levy FY19	Amount to be Raised by Property Tax Levy FY20
General Fund	18,928,426.00	19,617,812.00	7,556,495.00	7,556,495.00
Sewer Fund	5,304,388.00	4,910,606.00	0.00	0.00
Sewer Reserve	0.00	0.00	0.00	0.00
Debt Service Fund	7,309,568.00	5,449,740.00	925,285.00	925,285.00
Capital Fund	9,072,012.00	3,792,500.00	0.00	0.00
Lottery Fund	1,320,819.00	1,332,398.00	0.00	0.00
Economic Development	3,134,559.00	345,897.00	0.00	0.00
Off-Street Parking Redevelopment Fund	7,989,957.00	7,705,033.00	0.00	0.00
TIF – City Centre Phase 1	13,703,801.00	9,969,643.00	0.00	0.00
Qualified Sinking Fund	0.00	541,612	0.00	0.00
Police Academy Fund	95,104.00	98,596.00	0.00	0.00
Total All Funds	66,858,634.00	53,763,837.00	8,481,780.00	8,481,780.00

Section 2. This ordinance shall take effect from and after passage, approval and publication as provided by law.

PASSED AND APPROVED THIS 4TH DAY OF SEPTEMBER, 2018.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

ORDINANCE NO. 13181324

AN ORDINANCE TO AMEND ORDINANCE NO.13131318, AN ORDINANCE TO ESTABLISH THE AMOUNT OF CERTAIN FEES AND TAXES CHARGED BY THE CITY OF LA VISTA FOR VARIOUS SERVICES INCLUDING BUT NOT LIMITED TO BUILDING AND USE, ZONING, OCCUPATION, PUBLIC RECORDS, ALARMS, EMERGENCY SERVICES, RECREATION, LIBRARY, AND PET LICENSING; SEWER AND DRAINAGE SYSTEMS AND FACILITIES OF THE CITY FOR RESIDENTIAL USERS AND COMMERCIAL USERS (INCLUDING INDUSTRIAL USERS) OF THE CITY OF LA VISTA AND TO GRANDFATHER EXISTING STRUCTURES AND TO PROVIDE FOR TRACT PRECONNECTION PAYMENTS AND CREDITS; REGULATING THE MUNICIPAL SEWER DEPARTMENT AND RATES OF SEWER SERVICE CHARGES; TO PROVIDE FOR SEVERABILITY; AND TO PROVIDE THE EFFECTIVE DATE HEREOF.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, SARPY COUNTY, NEBRASKA:

Section 1. General Fee Schedule. The fees and taxes charged by the City of La Vista for various services, facilities, and occupations shall be, and the same hereby are, fixed in accordance with the following schedule, no modifier shall be used, and such fees and taxes charged shall be in accordance with such rules as the City Council may establish:

BUILDING & USE FEES

(Apply inside City limits and within the Extra-territorial zoning jurisdiction)

Building Permit

(Building valuation is determined by the most current issue of the ICC Building Valuation Data)

General	\$30 Base fee + see building fee schedule
Commercial/Industrial	\$30 Base fee + see building fee schedule

Plan Review Fee

Commercial (non-refundable)	\$100 or 10% of building permit fee (whichever is greater)
Design Review (non-refundable)	
Tenant Bay Façade Renovation	\$500 (min. fee or actual fee incurred)
Bldgs. 24,999 sq. ft. or less	\$1,000 1,500 (min. fee) (or actual fee Incurred)
Bldgs. 25,000 – 49,999 sq. ft.	\$2,000 (min. fee) (or actual fee Incurred)
Bldgs. 50,000 -99,999 sq. ft.	\$3,000 (min. fee) (or actual fee Incurred)
Bldgs. 100,000 + sq. ft.	\$4,000 (min. fee) (or actual fee Incurred)

Replacement Plan Review Fee

Engineer's Review

Rental Inspection Program

License Fees:

Multi-family Dwellings	\$6.00 per unit
Single-family Dwellings	\$50.00 per property
Duplex Dwellings	\$50.00 per unit
Additional Administrative Processing Fee (late fee)	\$100.00

Inspection Fees:

Primary Inspection	No charge
Class B Property Inspection (after primary inspection):	

Violation corrected	No charge
Violation not corrected	See Re-inspection Fee below

Re-inspection Fee (no show or follow up inspection)	See Re-inspection Fee below
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Re-inspection Fee	\$100.00
Vacant Building Registration Fee	\$500
Penalty Fee	3x Regular permit fee
Refund Policy	75% will be refunded when the project is cancelled or not complete within one year. No refund will be given after one year. (Sewer Hook-up Fee is 100% refunded)
Certificate of Occupancy	\$ 50
Temporary Certificate of Occupancy	\$750
Pre-occupancy fee (Occupancy without C.O.)	\$750
Temporary Use Permit (includes tents, greenhouses, event structures)	\$ 50 plus \$10/day
Sign Permit	\$150/sign
Identification Sign, Incidental Sign	\$75/sign
Master Sign Plan (more than 1 sign)	\$150
Common Sign Plan	\$150
Temporary Sign Permit: Non-profit or tax exempt organization	\$0
All other temporary signs	\$30/year
Tower Development Permit	\$8,500(min fee) (or actual fee incurred)
Co-locates – Towers	\$5,000(min fee) (or actual fee incurred)
Tarp Permit (valid for 6 months)	\$ 30
Solar Panel Permit	\$ 30
Satellite Dish Permit	\$ 30
Wading/Swimming Pools at residence	\$ 30
Dedicated Electrical circuit for pumps	\$ 30
Mechanical Permits	\$30 Base fee + See mechanical fee schedule
Plumbing Permits	\$30 Base fee + See plumbing fee schedule
Sewer Repair Permit	\$30
Backflow protector permit	\$ 30 (\$22 permit & \$8 backflow)
Underground Sprinklers	\$ 30 (\$22 issue fee & \$8 fixture)
Electrical Permits	\$30 Base Fee + See electrical fee
City Professional License (Plumbers; Mech. Contractors)	\$ 15 and a \$1,000,000
Liability, and a \$500,000 bodily injury insurance Certificate per each occurrence	
Also a \$5,000 Bond is required, naming the City as the recipient.	
Demolition of building	\$250 plus Insurance Certificate
Moving Permit (buildings 120 square feet or greater)	\$250 plus Insurance Certificate
Sheds and Fences	\$ 30.00
Sidewalks	\$ 30.00
Driveway Replacement	\$ 30.00
Driveway Approach w/o curb cut or grinding	\$ 30.00
With curb requiring cut plus the 4' apron on each side)	
Contractor (Contractor performs curb cut or grind)	\$ 30.00 plus \$1.00/ft.
City Charge (if City performs curb cuts)	\$50 + \$5/ft. (\$40 set up fee; \$10 permit fee)
City charge (if City performs curb grinds)	\$50 + \$6/ft. (\$40 set up fee; \$10 permit fee)
Utility Cut Permit	\$30.00

Appeal Fee Regarding Issuance or Denial of Curb Cut/Driveway Approach Construction Permit	\$250
Street Paving, Surfacing, Resurfacing, Repairing, Sealing or Resealing Permit	\$ 30.00/Yearly
Appeal Fee Regarding Issuance or Denial of Street Paving, Resurfacing, etc. Permit	\$250

RIGHT-OF-WAY PERMIT FEES

The following are one-time permit fees for structures occupying the public right-of-way:

Canopy or Awning	\$50 for the first 25 ft. + \$10 each additional foot
Balcony	\$75 each
Bicycle Rack	\$50
Light Fixture	\$75 for the first + \$10 each additional light fixture
Marquee	\$50 for the first 25 ft. + \$10 each additional ft.
Sidewalk Café	\$100
Sign	\$100 each (if less than 25 sq. ft.) \$300 each (if 25 sq. ft. or larger)
Windscreen	\$400 each
Planter	\$50
Combination of Awning/Canopy/Sign /Light	\$500
Skywalk	\$500
String Lights	\$150
Other structures as approved by the City Administrator	\$300

Provided, however, notwithstanding anything in this Ordinance to the contrary, all property, or parts thereof or improvements thereon, with respect to which legal title is or will be held by or for the benefit of the City of La Vista, La Vista Community Development Agency, City of La Vista Facilities Corporation, La Vista/Metropolitan Community College Condominium Owners Association, Inc., or any other entity directly or indirectly controlled by the City of La Vista as determined by the City Administrator, for a public purpose, and all owners of such property, parts, or improvements, shall be exempt from the Building and Use Fees and/or any other fees in this ordinance. The City of La Vista pursuant to a policy of the City Council also may provide for waiver of any or all such Building and Use Fees, or any other fees under this Ordinance that are payable to the City, with respect any political subdivisions that levy property taxes within the corporate limits of the City, or any entity controlled by any such political subdivision.

FIRE INSPECTION FEES

Plan Review Fees

Commercial Building	10% of building permit fee with a maximum of \$1,000
Fire Sprinkler Plan Review	
1-20 devices	\$100
21-50 devices	\$200
51-100 devices	\$300
101-200 devices	\$400
201-500 devices	\$500
Over 500 devices	\$500 plus \$1.00 per device over 500
Fire Alarm Plan Review	\$50.00

Child Care Facilities:

0 – 8 Children	\$50.00
9 – 12 Children	\$55.00
13 or more children	\$60.00

Foster Care Homes:

Inspection	\$25.00
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Liquor Establishments:

Non-consumption establishments	\$60.00
Consumption establishments	\$85.00

Nursing Homes:

50 beds or less	\$55.00
51 to 100 beds	\$110.00
101 or more beds	\$160.00

Fire Alarm Inspection:

Four year license (Test)	\$100.00
NICET	\$25.00 per year NICET certification last
Annual test (witnessed)	\$30.00

Sprinkler Contractor Certificate:

Annual	\$100.00
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Fuels Division:

Above ground Hazardous Substance Storage Tanks (Title 158)	
Registration	\$25.00 per tank
Re-registration	\$25.00 per tank (Required whenever change is made to tank or contents)
Above ground Petroleum Storage Tanks (Title 153, Chapter 17)	
Inspection Fee	\$50.00 (Per installation regardless of the number of tanks)
Underground Storage Tanks (Title 159, Chapter 2)	
Farm, residential and heating oil tanks (tanks with a capacity of 1100 gallons or less)	\$10.00 one-time registration fee
All other tanks	\$30.00 per tank, annually
Petroleum Release Remedial Action Fund	\$90.00 per tank, annually
Tank installation	\$60.00 per tank
Piping only installation	\$60.00

GRADING PERMIT FEES

5 acres or less	\$ 500
More than 5 acres	\$1,000

ZONING FEES

Comprehensive Plan Amendment	\$500
Zoning Map Amendment (rezoning)	\$500
Zoning Text Amendment	\$500
Zoning Verification Letter	\$50
Subdivision Text Amendment	\$500
Conditional Use Permit (1 acre or less)	\$300
Conditional Use Permit (more than 1 acre)	\$500
Conditional Use Permit Amendment	\$200
Flood Plain Development Permit	\$500

Administrative Plat – Lot Split, Lot Consolidation or Boundary Adjustment	\$750+ additional fee of \$250 for review of revised drawings
Preliminary Platting	\$1,000 +additional fee of \$250 for review of revised drawings
Final Platting	\$1000+additional fee of \$250 for review of revised drawings
Subdivision Agreement	\$500 (min. fee) or actual fee incurred
Revised Preliminary Plat	\$500+additional fee of \$250 for review of revised drawings
Replat	\$1500 +additional fee of \$250 for review of revised drawings
P.U.D.	\$1,000+additional fee of \$250 for review of revised drawings
P.U.D. Amendment	\$500 (min. fee) or actual fee incurred
Vacation of Plat and Right of Way Vacation	\$150
Variance, Appeals, Map Interpretation (B.O.A.)	\$250

Watershed Fees —~~the following fees~~— apply to only new developments or significant redevelopments ~~as and are~~ specified in the interlocal agreement Papillion Creek Watershed Partnership: (fees are remitted to Papillion Creek Watershed Partnership)

Single Family Residential Development (up to 4-plex)	\$864 per dwelling unit
High-Density Multi-Family Residential Development	\$3,803 per gross acre*
Commercial/Industrial Development	\$4,609 per gross acre*

~~*Computed to the nearest .01 acre.~~

OCCUPATION TAXES

Publication fees	\$Actual cost
Class A Liquor License Holder	\$200
Class B Liquor License Holder	\$200
Class C Liquor License Holder	\$600
Class D Liquor License Holder	\$400
Class I Liquor License Holder	\$500
Class L Liquor License Holder	\$500
Class Z Liquor License Holder	\$500
Class AB Liquor License Holder	\$400
Class AD Liquor License Holder	\$600
Class ADK Liquor License Holder	\$800
Class AK Liquor License Holder	\$400
Class ABK Liquor License Holder	\$600
Class BK Liquor License Holder	\$400
Class CK Liquor License Holder	\$800
Class DK Liquor License Holder	\$600
Class IB Liquor License Holder	\$700
Class IBK Liquor License Holder	\$900
Class ID Liquor License Holder	\$900
Class IDK Liquor License Holder	\$1100
Class IK Liquor License Holder	\$700
Special Designated Permit – Liquor Control	\$ 50/day except non-profits
Transfer of Liquor License from One Location to Another (These fees are in addition to the State Fee Requirement)	\$ 25

Amusement Concessions (i.e. Carnivals) (This would include any vendors set up for special functions at the La Vista Sports Complex)	\$ 10/concession/day
Auto dealers - new and used - \$250 plus \$.01 per sq. ft. of inside area, and \$.005 per sq. ft. of outside area used for display, sales or storage.	
Auto repair	\$100
Banks, small loan and finance companies	\$250 plus \$75/each detached facility.
Barber shops, beauty salons, tanning & nail salons	\$ 75 plus \$10 per operator over one.
Bowling Alleys or Billiard/Pool Halls	\$ 50/year + \$10/table or alley (Additional fee for Restaurant or Bar if applicable)
Car washes	\$100 (includes all vacuum & supply vending machines)
Circus, Menagerie or Stage Show	\$ 50/day
Collecting agents, detective agents or agencies and bail bondsmen	\$ 75
Construction/Tradesmen	\$ 75 and a \$1,000,000
Liability, \$500,000 bodily injury insurance certificate	
Convenience stores	\$ 75
Convenience store with car wash	\$120 (Includes all vacuum & supply vending machines)
Dry cleaning or laundry and tailoring	\$ 50
Funeral homes	\$150
Gaming Device Distributors	5% of gross receipts (non-profits exempt)
Games of Chance/Lotteries	5% of gross receipts (non-profits exempt)
Games of Chance/Lottery License Fee	\$ 50/1st location - \$10/ea additional
Gas Companies	5% of gross receipts
Hawkers/Peddlers	\$ 75/day or \$500/year
Home Occupations (not specified elsewhere)	
Home Occupation Permit Application Fee	\$30
Home Occupation 1 and Child Care Home	\$50
Home Occupation Conditional Use Permit – see Zoning Fees	
Hotels/motels – Any hotel or motel in the City shall pay to the City monthly an Occupation Tax equal to 5% of gross receipts from room rentals. Any shops and/or restaurants, which are part of, associated with, or located in or with a hotel or motel facility will be considered a separate business and taxed in accordance with the provisions of this Ordinance and the applicable classifications(s) of the shop and/or restaurant hereunder. The Occupation Taxes with Respect to any banquet and/or ballroom facilities of, or associated with, or located in or with, any such hotel or motel shall be determined in accordance with the square footage schedule above, based on the actual square footage of said facilities.	
Movie theatres	\$150/complex and \$75/viewing room
Music, Vending, & Pinball Machines	\$ 20/year/machine +Service
Provider Fee of &75.00 for business outside the City that provides machines for local businesses	
Nurseries, greenhouses, landscaping businesses, and tree trimmers	\$ 75
Nursing homes, assisted living, hospitals and retirement homes	\$ 5 per bed

Pawnbrokers \$ 1.00/pawnbroker
 transaction evidenced by a pawnbroker card or ledger entry per Neb. Rev. Stat. Section 69-204. Minimum of \$30/year

Professional services - engineers, architects, physicians, dentists, chiropractors, osteopaths, accountants, photographers, auctioneers, veterinarians, attorneys, real estate offices and insurance agents or brokers - \$75 plus \$10 per agent or professional over one (1)

Recreation businesses - indoor and outdoor	\$100
Restaurants, Bars, and drive-in eating establishments	\$ 50 (5 employees or less) \$100 (more than 5 employees)

Retail, Manufacturing, Wholesale, Warehousing and Other - Any person or entity engaged primarily in a manufacturing, wholesale, and/or warehousing business shall pay an Occupation Tax based on the schedule below and the actual interior or enclosed square footage of facilities in the City used by said person or entity in the conduct of such business; and any person or entity engaged in a business of making retail sales of groceries, clothing, hardware, notions, furniture, home furnishings, services, paint, drugs, or recreational equipment, and any other person or entity engaged in a business for which an Occupation Tax is not specifically provided elsewhere in this Ordinance, shall pay an Occupation Tax based on the schedule below and actual interior or enclosed square footage of facilities in the City used by said person or entity in the conduct of such business; provided, however, that persons or entities that use a basement or one or more additional floors in addition to the main floor (the main floor being the floor with the greatest total square footage) in the conduct of one or more specified businesses of sales at retail shall determine square footage for purposes of the Occupation Tax imposed hereunder based on the square footage of the entire main floor plus one-half (1/2) of the square footage of all such basement and additional floors.

0	999 sq. ft.	\$ 50
1,000	2,999 sq. ft.	\$ 65
3,000	4,999 sq. ft.	\$ 80
5,000	7,999 sq. ft.	\$ 120
8,000	9,999 sq. ft.	\$ 150
10,000	14,999 sq. ft.	\$ 200
15,000	24,999 sq. ft.	\$ 225
25,000	39,999 sq. ft.	\$ 300
40,000	59,999 sq. ft.	\$ 400
60,000	99,999 sq. ft.	\$ 500
100,000	and greater	\$ 750

Schools - trade schools, dance schools, music schools, nursery school or any type of school operated for profit	\$ 50
Service providers, such as persons, firms partnerships or corporations delivering any product, good or service whatsoever in nature within the City	\$ 75
Service stations selling oils, supplies, accessories for service at retail	\$ 75 + \$25.00 for attached car wash
Telephone Companies (includes land lines, wireless, cellular, and mobile)	5% of gross receipts
Telephone Surcharge - 911	\$1.00 per line per month
Tobacco License	\$ 15 (based on State Statute)
Tow Truck Companies	\$ 75
Late Fee (Up to 60 days)	\$ 35
Late Fee (60-90 days)	\$ 75

Late Fee (over 90 days)	Double Occupation tax or \$100, whichever is greater
<u>COVENIENCE FEES</u>	
Credit Cards	3% of transaction with \$2 minimum transaction
E-Checks	\$3 for transactions \leq \$10,000 \$10 for transactions $>$ \$10,000
<u>OTHER FEES</u>	
Barricades	
Deposit Fee (returnable)	\$ 60/barricade
Block Parties/Special Event	\$ 5/barricade per day
Construction Use	\$30 ea. (7 days maximum)
Blasting Permit	\$1,000
Bucket Truck Rental w/operator	\$150 per hour
Community Garden Plot Rental	\$20 annually
Conflict Monitor Testing	\$200
Cat License Fee (per cat – limit 3)	\$ 5 each if spayed/neutered \$ 15 each if not spayed/neutered \$ 10 each (delinquent) if spayed/neutered \$ 30 each (delinquent) if not spayed/neutered
Senior Citizen Discount (Age 65+)	Free if spayed/neutered
Dog License Fee (per dog – limit 3)	\$ 5 each if spayed/neutered \$ 15 each if not spayed/neutered \$ 10 each (delinquent) if spayed/neutered \$ 30 each (delinquent) if not spayed/neutered
Senior Citizen Discount (Age 65+)	Free if spayed/neutered
Dog/Cat License Handling Fee (in addition to above fees)	\$5
Dog or Cat License Replacement if Lost	\$1
Dog or Cat Capture and Confinement Fee	\$10 + Boarding Costs
MAXIMUM OF 4 DOGS AND/OR CATS WITH NO MORE THAN 3 OF EITHER SPECIES	
Election Filing Fee	1% of Annual Position Salary
Fireworks Sales Permit (Non-Profits)	\$2,500
Handicap Parking Permit Application Fee	\$ Currently Not Charging Per State
Natural Gas Franchisee Rate Filing Fee (For rate changes not associated w/the cost of purchased gas.)	Per Agreement
Open Burning Permit	\$ 10
Parking Permit Fees:	

Vehicle Offstreet Parking District No. 2

Monthly:

Uncovered	\$15/Month
Covered	\$25/Month

Parking Ticket Fees

If paid within 7 days of violation date	\$ 20 (\$5 + \$15 admin fee)
If paid after 7 days of violation date but within 30 days	\$ 25 (\$10 + \$15 admin fee)
If paid after 30 days of violation date	\$ 35 (\$20 + \$15 admin fee)

Pawnbroker Permit Fees:

Initial	\$ 150
Annual Renewal	\$ 100

Pet Store License	\$ 50 (In addition to Occ. License)
Police Officer Application Fee	\$ 20

Public Assembly Permit (requires application and approval)	\$ 00
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Returned Check Fee (NSF)	\$ 35
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Storage of Explosive Materials Permit	\$ 100
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Towing/Impound Fee	\$ 30
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Trash Hauling Permit	\$ 25/yr./truck + \$25,000
Performance Bond	

PUBLIC RECORDS

Request for Records	\$15.00/Half Hour + Copy Costs* (May be subject to deposit)
Audio Tapes	\$5.00 per tape
Video Tapes or CD/DVD	\$10.00 per tape/CD

*Copy costs shall be established by the Finance Director

Unified Development Ordinance	\$100
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Comprehensive Plan	\$ 50
Zoning Map	\$5 11"x17"
	\$10 12"x36"
	\$30 36"x120"

Zoning Ordinance w/Map	\$ 30
Subdivision Regulations	\$ 30

Future Land Use Map	\$5 11"x17"
	\$10 12"x36"
	\$30 36"x120"

Ward Map	\$ 2
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Fire Report	\$ 5
Police Report	\$ 5

Police Photos (5x7)	\$ 5/ea. for 1-15
	\$ 3/ea. for additional

Police Photos (8x10)	\$ 10/ea. for 1-15
	\$ 5/ea. for additional

Police Photos (Digital)	\$ 10/ea. CD
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Criminal history	\$ 10
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FALSE AND NUISANCE ALARMS

Registration Fee for Alarm System (not to include single family or duplexes)	\$25
Renewal Fee for Alarm System (not to include single family or duplexes)	\$25
Late Registration Charge	\$35

False Alarm Fee for any false alarm generated by the registrant's alarm system, a fee in accordance with the following schedule (from 1 January through 31 December of each year) shall be charged:

Number of False/Nuisance Alarms	False/Nuisance Alarm Charge
1	No Charge
2	No Charge
3	\$100.00
4 or more	\$250.00

False Alarm Fee for Alarm Systems without Registration - \$250 per alarm after 1st alarm
(not to include single family or duplexes)

RESPONSE TO LARGE HAZARDOUS MATERIALS INCIDENTS

A Dispatch and mobilization charge of \$300 + mileage shall be charged for response to any incident where no action is taken. If services are provided, the following rates shall apply:

Response Vehicles: One-hour minimum charge. All charges will be made to the closest ¼ hour. Mileage will be charged at \$8.00 per mile per vehicle.

Pumper/Tanker Truck	\$500/hour
Weed Truck	\$150/hour
Aerial Ladder Truck	\$750/hour
Utility Vehicle	\$200
Command Vehicle	\$100

Equipment Charges:

Jaws of Life	\$250
Power Saw	\$75
Hydraulic jack/chisels	\$75
Cribbing Blocks	\$10
Winches	\$10

Air Bags \$50

High Lift Jack \$20

Supplies: The actual City cost of the supplies plus 25% shall be charged for all supplies including but not limited to safety flares, Class A foam, Class B foam, absorbent pads, absorbent material, salvage covers, and floor dry.

RESCUE SQUAD FEES

Basic Life Support Emergency	\$650
Basic Life Support Non-Emergency	\$450
Advanced Life Support Emergency I	\$750
Advanced Life Support Emergency 2	\$950
Advanced Life Support Non-Emergency	\$550
Mileage - per loaded mile	\$ 15

LIBRARY FEES

Membership (Non-Resident Family) 6 month \$ 35.00

	1 year	\$ 60.00
	1 month	\$ 7.00
Fax Fines	\$2.00 up to 5 pages	
Books	\$.05/day	
Audio Books/Board Games	\$.10/day	
DVDs/CDs	\$ 1.00/day	
Videos	\$.10/day	
Playaway device	\$ 1.00/day	
Board Game not returned to Circulation Desk	\$5.00	
Damaged & Lost Books	\$5.00 processing fee + actual cost	
Videos /DVDs/CDs	\$5.00 processing fee + actual cost	
Color Copies	\$.50	
Copies	\$.10	
Inter-Library Loan	\$3.00/transaction	
Lamination – 18" Machine	\$2.00 per foot	
Lamination – 40" Machine	\$6.00 per foot	
Children's Mini-Camp	\$10.00	

RECREATION FEES

Refund Policy (posted at the Community Center)	\$10.00 administrative fee on all approved refunds
Late Registration Fee <u>Community Center</u>	\$10.00

	Resident	Non-Resident	Business Groups
Facility Rental			
Gym (1/2 Gym)	\$ 38/Hour	\$ 75/Hour	\$ 75/Hour
<u>Gym (Full)</u>	<u>\$ 75/Hour</u>	<u>\$150/Hour</u>	<u>\$150/Hour</u>
Gym/Stage (Rental)	\$420400/Day	\$840500/Day	\$840500/Day
<u>Whole Community Center</u>	<u>\$600/Day</u>	<u>\$800/Day</u>	<u>\$800/Day</u>
Game Room	\$ 22/Hour	\$ 44/Hour	\$ 44/Hour
Meeting Rooms (Rental)	\$ 12/Hour/Room	\$ 22/Hour/Room	\$ 27/Hour
Kitchen (Rental)	\$ 19/Hour	\$ 27/Hour	\$ 33/Hour
Racquetball Court	\$ 7/Hour	\$ 14/Hour	\$ 14/Hour
<u>Club House</u>	<u>\$ 24/Hour</u>	<u>\$ 44/Hour</u>	<u>\$ 54/Hour</u>
Stage (Rental)	\$ 12/Hour	\$ 22/Hour	\$ 27/Hour

	Resident	Non-Resident
Facility Usage		
Daily Visit (19 and up)	\$ 3.00	\$ 4.00
Daily Visit (Seniors 55+)	\$ -0-	\$ 2.00

Fitness Room (19 and up)	
Membership Card	\$27.00/month

(Exercise Room, Gym, Racquetball/Walleyball Courts)	
(Mon - Fri 8:00 -5:00 pm)	\$3.00
Gym (19 and up)	\$ 4.00/Visit
(Mon - Fri 8:00 -5:00 pm)	\$3.00
Resident Punch Card	\$ 4.00/Visit
(20 punches)	\$50.00
Non-resident Punch Card	\$35.00
(10 punches)	
Senior (Resident)	\$-0-
Non-resident <u>Sr.</u> Punch Card	\$20.00
(10 punches)	

Variety of programs as determined by the Recreation Director
 Fees determined by cost of program
 Classes

<u>Contractor</u>	<u>City</u>
75%	25%

Contract Instructor Does Registration and Collects Fees

Fields:

Tournament Fees	\$ 30/Team/Tournament
Tournament Field Fees	\$ 40/Field/Day
Field Rentals (Resident and Non Resident)	\$ 40 / 2 Hours
Gate/Admission Fee	10% of Gross

<u>Resident</u>	<u>Non Resident</u>
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Model Airplane Flying

Field Pass	\$30*	\$40*
* includes \$10 club membership 1 – year license		

Park Shelters	\$15/3 hours	\$25/3 hours
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Swimming Pool	<u>Resident</u>	<u>Non-Resident</u>
Youth Daily	\$ 2	\$ 4
Adult Daily	\$ 3	\$ 4
Resident Tag	\$ 2	
Family Season Pass	\$105	\$165
Youth Season Pass	\$ 65	\$ 95
Adult Season Pass	\$ 75	\$105
30-Day Pass	\$ 55	\$ 85
Season Pass (Day Care)	\$275	\$275
Swim Lessons	\$ 30	\$ 55

*Swimming Pool memberships and specials prices shall be established by the Finance Director

Youth Recreation Programs	<u>Resident</u>	<u>Non-Resident</u>
Coed T-Ball Ages 5-6	\$ 45/55	\$60/70
Softball/Baseball Ages 7-8	\$ 50/60	\$65/75
Softball/Baseball Ages 9-10	\$ 65/75	\$85/95
Softball/Baseball Ages 11-12	\$ 75/85	\$105/115
Softball/Baseball Ages 13-14	\$ 85/95	\$105/115
Softball/Baseball Age 15-18	\$110/120	\$140/150
Basketball Clinic	\$ 17/27	\$22/32
Basketball Grades 3-8	\$ 55/65	\$65/75
Soccer Academy	\$ 33/43	\$53/63
Flag Football	\$ 33/43	\$53/63
Volleyball	\$ 55/65	\$65/75

3 yr. old Soccer Clinic	\$17/27	\$22/33
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Programs

Adult Volleyball – Spring	\$ 55	\$ 55
Adult Spring Softball – Single	\$215	\$215
Adult Spring Softball – Double	\$420	\$420
Adult Volleyball – Fall/Winter	\$110	\$110
Adult Fall Softball – Single	\$120	\$120
Adult Fall Softball – Double	\$235	\$235

Senior Spring Softball	\$15 per game per team
Senior Fall Softball	\$17 per game per team

Special Services Van Fees

Zone 1 Trip within city limits (La Vista & Ralston)	\$1.00 one way
Includes trips to grocery stores and senior center	
Zone 2 Trip outside city limits	\$3.00 one way
Zone 3 Trip outside city limits	\$10.00 one way
Bus pass (each punch is worth \$1.00)	\$30.00

Section 2. Sewer Fee Schedule.

§3-103 Municipal Sewer Department; Rates.

- A. Levy of Sewer Service Charges. The following sewer service charges shall be levied against the user of premises, property or structures of every kind, nature and description, which has water service from any supply source and are located within the wastewater service area of the City of La Vista.
- B. Computation of Sewer Service Charges. For the months of December, January, February and March, the monthly charge for residential sewer services will be computed on the actual water used for these months. The monthly charge for residential sewer service in the months of April, May, June, July, August, September, October and November will be computed on the average water usage of the four (4) preceding winter months of December, January, February and March or for such portion of said consumption, whichever is the lesser. At the option of the City of La Vista, water used from private wells shall be either metered or estimated for billing purposes.
- C. Amount of Sewer Service Charges. The total sewer service charge for each sewer service user will be the sum of three (3) charges: (1) customer charge, (2) flow charge, and (3) abnormal charge.

1. The customer charge is as follows

- a. For sewer service users classified as Residential, the same being sewer service to a single family dwelling, or a duplex, apartment, or other multi-family dwelling (e.g. apartments) wherein each dwelling unit has a separate water meter that is read and charged for water and sewer use by the Metropolitan Utilities District - \$11.1011.99 per month.
- b. For sewer service users classified as Residential-Multi-Family, the same being sewer service to Multi-Family dwellings (e.g. apartments) wherein there is only a separate water meter to each building or complex that is read and charged for water and sewer use by the Metropolitan Utilities District - \$11.1011.99 per month plus an amount equal to \$21.82 times the total number of dwelling units, less one, in the Multi-Family dwellings that comprise an apartment complex. The customer charge for Residential-Multi Family sewer service users will be billed by the City of La Vista in addition to the flow charge billing from the Metropolitan Utilities District. A late charge of 14% will be applied for Multi-Family sewer use billings.
- c. For sewer service users classified as General Commercial: Customers who normally use less than 100,000 cubic feet of water per month and who are not Residential users or Residential-Multi-Family users - \$11.9012.85 per month. For sewer service users in this category that require manual billing, add \$10.00 for a total of \$21.9022.85. The manual billing of the customer charge will come from the City of La Vista instead of the Metropolitan Utilities District.

2. The flow charge for all sewer service users shall be \$3.243.50 per hundred cubic feet (ccf).
3. If users have abnormal strength sewage as determined by the terms of the Wastewater Service Agreement between the City of La Vista and the City of

Omaha, then additional charges will be billed to the user at the applicable rates as determined by said Agreement.

4. If users other than those classified herein are connected to the wastewater collection system, the Customer Charges, the Flow Charges and Other Charges will be determined by the City Council in accordance with rules and regulations of the EPA and the Agreement between the City of La Vista and the City of Omaha.

Section 3. Sewer/Drainage Connection Fee Schedule. A fee shall be paid to the City Treasurer as set forth in this section for each structure or tract to be connected to the sewer system of the City. No connection permit or building permit shall be issued until the following connection fees have been paid.

	Effective 1/1/2017	2018	Effective 1/1/2018	2019
Residential				
Single Family Dwelling	\$1,232	<u>1,298</u> <u>1,298</u>	\$1,298	<u>1,364</u> <u>1,364</u>
Duplex	\$1,232	<u>1,298</u> /unit	\$1,298	<u>1,364</u> /unit
Multiple Family	\$964	<u>1,012</u> /unit	\$1,012	<u>1,064</u> /unit
Commercial/Industrial	\$6,690	<u>7,048</u> /acre of land as platted	\$7,048	<u>7,407</u> /acre of land as platted

The fee for commercial (including industrial) shall be computed on the number of acres within each platted lot or tract, irrespective of the number of structures to be constructed thereon.

The applicable fee shall be paid in respect to each lot or building site as a condition of City's issuance of any building or sewer connection permit.

- A. Changes in Use. If the use of a lot changes subsequent to payment of the fee, which different use would require payment of a fee greater than that payable in respect to the use for which the fee was originally paid, the difference in fee shall be paid to the City at time of such change in use.
- B. Existing Structures. Structures for which sewer connection and building permits have been issued, and all permit fees in respect thereto paid, prior to the effective date hereof shall be exempt from the fees herein imposed.
- C. Preconnection Payments. Where preconnection payment charges for a subdivision or portion thereof have been paid to City at time of subdivision of a tract pursuant to agreement between the City and the developer and the sanitary and improvement district, if any, financing improvements of the subdivision, the preconnection payment so made shall be credited by City to the sewer/drainage fees payable at time of connection of the individual properties to the sewer/drainage systems of the City.
- D. Sewer Tap and Inspection and Sewer Service Fees. The fees imposed by Section 3 hereof are in addition to and not in lieu of (1) sewer tap and inspection fees payable pursuant to Section 3-122 of the La Vista Municipal Code and listed herein and (2) sewer service charges imposed by Section 2 hereof.

Section 4. Sewer Inspection Charges Established for Installation. Inspection charges for nonresidential property sewer installation shall be:

Sewer Tap Fee (Inspection Fee)	
Service Line w/inside diameter of 4"	\$400
Service Line w/inside diameter of 6"	\$600
Service Line w/inside diameter of 8"	\$700
Service Line w/inside diameter over 8"	Special permission/set by Council

Section 5. Miscellaneous Sewer Related Fees: Miscellaneous sewer related fees shall be:

Appeal Fee Re: Issuance or Denial of Sewer Permits \$ 1,500

Section 6. Repeal of Ordinance No.1318. Ordinance No. ~~1313-1318~~ as originally approved on ~~September-December~~ 5, 2017 and all ordinances in conflict herewith are hereby repealed.

Section 7. Severability Clause. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such unconstitutionality or invalidity shall not affect the validity of the remaining portions of this ordinance. The Mayor and City Council of the City of La Vista hereby declare that it would have passed this ordinance and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

Section 8. Effective Date. This Ordinance shall take effect from and after its passage, approval and publication in pamphlet form as provided by law; provided, however, that:

(1) Pawnbroker occupation taxes of Section 1 shall be effective April 1, 2003. Pawnbroker occupations taxes shall be payable on a monthly basis no later than the last day of the calendar month immediately following the month in which the subject pawnbroker transactions occur. For example, the occupation tax on pawnbroker transactions for the month of April 2003 shall be due and payable on or before May 31, 2003.

(2) Pawnbroker permit fees shall be effective January 1, 2004. Annual pawnbroker permit fees shall be due and payable annually on or before January 1. Initial pawnbroker permit fees shall be due and payable on or before the date that the pawnbroker license is issued. Issuance of renewal of pawnbroker permits shall be subject to payment of applicable permit fees.

(3) Rental Inspection Program License fees shall be effective January 1, 2011

(4) The remaining provisions of this Ordinance other than those specified in Sections 8(1), 8(2) and 8(3) shall take effect upon publication.

PASSED AND APPROVED THIS ~~5TH4TH~~ DAY OF ~~DECEMBERSEPTEMBER, 20172018.~~

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, TO INCREASE THE BASE OF RESTRICTED FUNDS AUTHORITY IN THE 2018-19 MUNICIPAL BUDGET BY AN ADDITIONAL ONE PERCENT.

WHEREAS, the Mayor and City Council, after notice and public hearing as required by state statute, approved the 2018-19 municipal budget on September 4, 2018; and

WHEREAS, the unused restricted funds authority was included in the notice of budget hearing; and

WHEREAS, an increase in the base of restricted funds authority by an additional one percent in the 2018-19 municipal budget is allowed following the approval of at least 75% of the governing body.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, do hereby authorize an increase in the base of restricted funds authority in the 2018-19 municipal budget by an additional one percent.

PASSED AND APPROVED THIS 4TH DAY OF SEPTEMBER, 2018.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
SEPTEMBER 4, 2018 AGENDA

Subject:	Type:	Submitted By:
SETTING THE PROPERTY TAX LEVY	◆ RESOLUTION ORDINANCE RECEIVE/FILE	CINDY MISEREZ FINANCE DIRECTOR

SYNOPSIS

A public hearing has been scheduled and a resolution has been prepared to establish the property tax request for FY19 and FY20.

FISCAL IMPACT

The proposed tax levy would be \$0.55 cents per \$100 of valuation. Specifically:

General Fund — \$0.49
Bond Fund — \$0.06

RECOMMENDATION

Approval.

BACKGROUND

At the City Council budget workshops on July 16 & 17, 2018, Council directed staff to prepare the notice of budget statement based upon a municipal levy of \$0.55 cents per \$100 of valuation. A public hearing on the proposed budget was held August 8, 2018.

The County Assessor has notified the City that the 2018 Taxable Valuation in La Vista is \$1,542,141,658 with \$11,796,795 of that amount attributable to new growth.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA ESTABLISHING THE PROPERTY TAX REQUESTS FOR FISCAL YEAR 19 AND 20.

WHEREAS, Nebraska Revised Statute 77-1601.02 provides that the property tax request for the prior year shall be the property tax request for the current year for purposes of the levy set by the County Board of Equalization unless the Mayor and City Council of the City of La Vista passes by a majority vote a resolution or ordinance setting the tax request at a different amount; and

WHEREAS, a special public hearing was held as required by law to hear and consider comments concerning the property tax request; and

WHEREAS, it is in the best interest of the City of La Vista that the property tax request for fiscal year 19 and 20 be a different amount than the property tax request for the prior year.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska, by a majority vote, hereby resolve that:

The FY19 and FY20 property tax requests be set at \$8,481,780.00 which would require a mill levy of \$0.55.

NOW, THEREFORE BE IT FURTHER RESOLVED, by the Mayor and City council of the City of La Vista Nebraska that the property tax to be distributed as follows:

General Fund - \$7,556,495.00 (\$0.49 mill levy)

Bond Fund - \$925,285.00 (\$0.06 mill levy)

A copy of this resolution be certified and forwarded to the County Clerk prior to October 13, 2018.

PASSED AND APPROVED THIS 4TH DAY OF SEPTEMBER, 2018.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
SEPTEMBER 4, 2018 AGENDA

Subject:	Type:	Submitted By:
AMENDING THE COMPENSATION ORDINANCE & SETTING RATES OF AUTO & PHONE ALLOWANCES	◆ RESOLUTION ◆ ORDINANCE RECEIVE/FILE	KEVIN L. POKORNY DIRECTOR OF ADMINISTRATIVE SERVICES

SYNOPSIS

A resolution has been prepared to authorize monthly auto and cellular phone allowances. An ordinance to amend the compensation ordinance has been prepared to reflect the following items established as part of the FY19 municipal budget:

- For all City employees not covered by a collective bargaining agreement, the range for salary increases will be 0-7% in accordance with the adopted pay matrix.
- A 3.75 percent increase for members of the Fraternal Order of Police in conjunction with their contract.
- Such auto allowances and cellular phone allowances as established by the budget or other resolution of the City Council.
- Add Financial Analyst
- Add Assistant Planner
- Add Deputy City Engineer
- Remove Longevity Pay language

FISCAL IMPACT

The FY19 municipal budget includes funding for the proposed amendments.

RECOMMENDATION

Approval and waiver of readings.

BACKGROUND

The proposed budget for FY19 reflect pay adjustments for the first year of a five-year contract with the La Vista Fraternal Order of Police and a change in the employee performance evaluation and compensation methodologies for employees not covered by a collective bargaining agreement. Members of the FOP will receive salary increases of 3.75% for FY19. For all other City employees, the range for salary increases will be 0-7% in accordance with the adopted pay matrix effective October 1, 2018. The compensation ordinance is also being amended to reflect changes in the FY19 budget for the addition of Financial Analyst, Assistant Planner and Deputy City Engineer. Finally, the amended ordinance will remove language in the longevity pay.

The proposed budget for FY19 also includes allowance for auto and cellular phone. Staff proposed no changes to the auto and cellular phone allowances.

ORDINANCE NO. 1315

AN ORDINANCE TO FIX THE COMPENSATION OF OFFICERS AND EMPLOYEES OF THE CITY OF LA VISTA; TO PROVIDE FOR THE REPEAL OF ALL PRIOR ORDINANCES IN CONFLICT HEREWITH; ORDERING THE PUBLICATION OF THE ORDINANCE IN PAMPHLET FORM; AND TO PROVIDE THE EFFECTIVE DATE HEREOF.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, SARPY COUNTY, NEBRASKA:

Section 1. City Council. The compensation of members of the City Council shall, in addition to such vehicle and other allowances as may from time to time be fixed by the Budget or other Resolution of the City Council, be, and the same hereby is, fixed at the sum of \$8,000 per year for each of the members of the City Council.

Section 2. Mayor. The compensation of the Mayor shall, in addition to such vehicle and other allowances as may from time to time be fixed by the Budget or other Resolution of the City Council, be, and the same hereby is, fixed at the sum of \$16,000 per year.

Section 3. City Administrator. The compensation of the City Administrator shall, in addition to such vehicle and other allowances as may from time to time be fixed by the Budget or other Resolution of the City Council, be established by contractual agreement.

Section 4. Management Exempt Employees. The management exempt employees hereafter named shall, in addition to such vehicle and other allowances as may from time to time be fixed by Resolution of the City Council, receive annualized salaries fixed in accordance with the schedules of Table 200, set forth in Section 21 of this Ordinance, for the following respective wage ranges, and in accordance with such rules as the City Council may by resolution establish:

Position	RangePay Grade
Asst. City Administrator/Dir. Community Services	215
City Clerk	205
City Engineer	210
<u>Deputy City Engineer</u>	<u>205</u>
Community Development Director	210
Director of Administrative Services	215
Director of Public Works	215
Finance Director	210
Human Resources Director	210
Library Director	205
Police Chief/Director of Public Safety	215
Recreation Director	205

Section 5. Salaried Exempt Employees. The monthly salary compensation rates of the salaried exempt employees of the City of La Vista shall be, and the same hereby are, fixed in accordance with the schedules of Table 100, set forth in Section 21 of this Ordinance, for the following respective wage ranges, and in accordance with such rules as the City Council may by resolution establish:

Position	RangePay Grade
Asst. to City Administrator	175
<u>Asst. Planner</u>	<u>160</u>
Asst. Recreation Director	180
Building Superintendent	180
Chief Building Official	180
Community Relations Coordinator	175
Deputy City Clerk	165
Deputy Director Public Works	205
<u>Financial Analyst</u>	<u>175</u>
Human Resources Generalist	165
Human Resources Manager	180
Librarian II – Inter-Library Loan/Public Services	160
Librarian III	175
Park Superintendent	180
Planner	175
Police Captain	205
Police Records Manager/Office Manager	165
Police Training Coordinator	165
Program Coordinator	160

Street Superintendent	180
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Section 6. Hourly Non-Exempt Employees. The hourly compensation rates of the hourly (non-exempt) employees of the City of La Vista shall be, and the same hereby are, fixed in accordance with the schedules of Table 100 and Table 400, set forth in Section 21 of this Ordinance, for the following respective wage ranges, and in accordance with such rules as the City Council may by Resolution establish:

Position	Range	Pay Grade
Accountant	165	
Accounting Clerk	130	
Administrative Assistant I	120	
Administrative Assistant II	130	
Administrative Assistant III	140	
Building Inspector I	140	
Building Inspector II	160	
Building Maintenance Worker I	130	
Building Maintenance Worker II	140	
Building Technician	165	
Code Enforcement Officer	160	
Executive Assistant	165	
Librarian I	140	
Librarian II – Computer/Reference Services	160	
Maintenance Worker I	130	
Maintenance Worker II	140	
Mechanic	140	
Park Foreman	165	
Permit Technician	120	
Police Sergeant	426	
Police Officer	423	
Police Data Entry Clerk	120	
Sewer Foreman	165	
Shop Foreman	165	
Street Foreman	165	

Section 7. Part-Time and Temporary Employees. The hourly compensation rates of part-time, seasonal and temporary employees of the City of La Vista shall be, and the same hereby are, fixed in accordance with the schedules of Table 100, set forth in Section 21 of this Ordinance, for the following respective wage ranges, and in accordance with such rules as the City Council may by Resolution establish:

Position	Pay Grade
Assistant Pool Manager	100
Circulation Clerk I	100
Circulation Clerk II	115
Clerical Assistant/Receptionist	115
Custodian	105
Evidence Technician	130
Intern/Special Projects	115
Lifeguard	100
Pool Manager	110
Recreation Supervisor	100
Seasonal PW All Divisions 1-5 Years	100
Seasonal PW All Divisions 5+ Years	110
Shop Assistant	100
Special Services Bus Driver	110
Temporary/PT Professional (PW)	160

Part-time employees shall receive no benefits other than salary or such benefits as established in accordance with such rules as have been or may be established by Resolution of the City Council:

Section 8. Pay for Performance. Employees not covered by a collective bargaining agreement or express employment contract shall be subject to the City's Pay for Performance (PFP) compensation system as outlined in Council Policy Statement. PFP salary ranges are set forth in Table 100 and 200 of Section 21 of this Ordinance. [The](#)

~~base factor for fiscal year 2017 shall be set at three percent (3%).~~ For Fiscal year 201~~98~~ the range for salary increases will be 0-7% in accordance with the adopted pay matrix.

Section 9. Legal Counsel. Compensation of the legal counsel other than special City Prosecutor for the City shall be, and the per diem rates respecting same shall be, at 90% of the standard hourly rate the firm may from time to time charge. Compensation for Special City prosecution shall be as agreed upon at the time of specific employment.

Section 10. Engineers. Compensation of Engineers for the City shall be, and the same hereby is, fixed in accordance with such schedules of hourly and per diem or percentage rates as shall from time to time be approved by Resolution of the City Council. Travel allowances respecting same shall be as may from time to time be fixed by Resolution of such City Council.

Section 11. Longevity Pay. ~~Employees of the City in the positions set forth in Table 400 of this Ordinance shall receive longevity pay in an amount equal to the following percentage of the hourly rate set forth in Table 400 of this Ordinance, rounded to the nearest whole cent:~~

Length of Service	Allowance Per Hour
Over 7 Years	2.00% (or .02)
Over 10 Years	2.75% (or .0275)
Over 15 Years	4.00% (or .04)
Over 20 Years	4.50% (or .0450)

Section 1211. Health, Dental Life and Long Term Disability Insurance. Subject to the terms, conditions and eligibility requirements of the applicable insurance plan documents and policies, regular full-time employees of the City of La Vista and their families shall be entitled to be enrolled in the group life, health, and dental insurance program maintained by the City. Regular full-time employees shall also be entitled to be enrolled in the long term disability insurance program maintained by the City.

Unless otherwise provided by collective bargaining agreement, or other applicable agreement, the City's employer share shall be ninety (90) percent of the amount of the actual premium and the employee shall pay the ten percent (10%) balance of the actual premium via payroll deduction for employees enrolled in single coverage. The City's employer share shall be eighty percent (80%) of the amount of the actual premium and the employee shall pay the twenty percent (20%) balance of the actual premium via payroll deduction for any employee enrolled in a level of coverage other than single. Those employees electing not to participate in these programs will receive no other form of compensation in lieu of this benefit.

Section 1312. Establishment of Shifts. The City may establish duty shifts of such length, and to have such beginning and ending times, and to have such meal and break times, as it may deem appropriate or necessary, respecting employees of the City.

Section 1413. Special Provisions.

- A. Employees covered by the "Agreement Between the La Vista Fraternal Order of Police Lodge No. 28 and the City of La Vista, Nebraska, covering the period from October 1, ~~2014~~²⁰¹⁸ through September 30, ~~2018~~²⁰²³," shall receive compensation and benefits and enjoy working conditions, as described, provided and limited by such Agreement. The terms of such Agreement shall supersede any provisions of this Ordinance inconsistent therewith, and be deemed incorporated herein by this reference.
- B. Holiday Pay shall be compensated as set forth in the Agreement between the La Vista Fraternal Order of Police Lodge No. 28 and the City of La Vista for police officers and as set forth in the Personnel Manual for all other full time employees.
- C. Subject to subsection 14.D. hereof, each full time hourly non-exempt employee of the City shall be entitled to receive overtime pay at the rate of one and one half times the employee's regular rate for each hour worked in excess of forty hours during a work week. If called out at any time other than during regular assigned work hours during the pay period, such employee shall be entitled to compensation at the rate of one and one half times the regular rate for each hour so worked, provided that in no case shall an employee receive less than two hours overtime pay for such call out work, and further provided there shall be no pyramiding of hours for purposes of

computing overtime. For purposes of this subsection an employee's "regular rate" shall be the sum of his or her hourly rate specified in Section 6 of this Ordinance and any longevity pay due under this Ordinance.

- D. Police Department employees covered by the "Agreement Between the La Vista Fraternal Order of Police Lodge No. 28 and the City of La Vista, Nebraska," described in subsection 14.A hereof shall, as provided in such Agreement, be paid overtime at one and one half times the employee's hourly rate (including any longevity allowance) for each hour worked in excess of 80 hours during any 14 day work period coinciding with the pay period established by Section 16 of this Ordinance.
- E. All Management Exempt Employees and all Salaried Exempt Employees are considered to be salaried employees and shall not be eligible for overtime pay, holiday pay, or other special pay as provided by this section.
- F. Public Works Employees who are required to wear protective footwear may submit to the City for reimbursement for the cost of work boots in an amount not to exceed \$150.
- G. Public Works Employees may submit to the City for reimbursement for the difference in cost between a Nebraska Driver's License and a "CDL" driver's license within 30 days of obtaining a CDL license when a CDL license is required as a part of the covered employee's job description.
- H. Public Works Employees shall be provided by the City five safety work shirts in each fiscal year at no cost to the employee.
- I. Employees not covered by the "Agreement Between the La Vista Fraternal Order of Police Lodge No. 28 and the City of La Vista" and who are otherwise eligible, shall be paid overtime at the rate of one and one-half times the employee's hourly rate for all hours worked over forty in the pay periods that encompass the annual La Vista Days celebration, except, that if an employee uses any sick leave, vacation leave, personal leave, or comp time during the corresponding pay periods, such leave time shall offset any overtime earned. Overtime earned will not be offset by any holiday that falls during the above referenced pay periods.
- J. An increase of the fixed dollar amount specified in Section 1 above shall take effect with respect to all members of the City Council on and after the first day of the first full term of office of any member of the City Council that begins after the Ordinance making the increase is effective. An increase of the fixed dollar amount specified in Section 2 above shall take effect on and after the first day of the first full term of office of Mayor that begins after the Ordinance making the increase is effective

Section 1514. Pay for Unused Sick Leave Upon Retirement or Death. Employees who voluntarily retire after twenty or more years of service with the City and have no pending disciplinary action at the time of their retirement, shall be paid for any unused sick leave. Employees who began their employment with the City after January 1, 2005, or who began their employment prior to this date but elected to waive their eligibility for emergency sick leave, shall be paid for any unused sick leave, if they voluntarily leave City employment and have no pending disciplinary action, according to the following sliding schedule: After 10 years of employment – 100% of sick leave hours accrued over 660 and up to 880; after 15 years of employment – 100% of sick leave hours accrued over 440 hours and up to 880; after 20 years of employment – 100% of sick leave hours accrued up to 880. No other employee shall be paid for any unused sick leave upon termination of employment.

A regular full-time employee's unused sick leave shall also be paid if, after October 1, 1999, the employee sustains an injury which is compensable by the City or the City's insurer under the Nebraska Workers' Compensation Act and such injury causes the death of the employee within two years after the date of injury. Any payment made pursuant to the preceding sentence shall be made to the surviving spouse of the employee; provided, such payment shall be made to the employee's estate if the employee leaves no surviving spouse or if, prior to his or her death, the employee filed with the City Clerk a written designation of his or her estate as beneficiary of such payment.

Section 1615. Pay Periods. All employees of the City of La Vista shall be paid on a bi-weekly basis. The pay period will commence at 12:01 a.m. Sunday and will conclude at

11:59 p.m. on the second succeeding Saturday. On the Friday following the conclusion of the pay period, all employees shall be paid for all compensated time that they have been accredited with during the pay period just concluded.

Section 1716. Public Works Lunch and Clean-up Times. Lunch period for employees of the Public Works Department shall be one half hour (30 minutes) in duration. Public Works employees shall be granted a 5 minute clean-up period prior to start of lunch period, and shall be granted an additional 5 minutes clean-up period prior to the end of the work day.

Section 1817. Sick Leave and Personal Leave. Sick leave and personal leave will be awarded and administered in conjunction with the provisions set forth in the personnel manual and the Agreement between the La Vista Fraternal Order of Police Lodge No. 28 and the City of La Vista, as applicable to the employee in question.

Section 1918. Vacation Leave. Upon satisfactory completion of six months continuous service, regular full-time employees and permanent part-time employees shall be entitled to vacation leave. Such vacation shall not be used in installments of less than one hour. Increments of vacation leave of less than four hours must have 48 hours prior approval and can be taken only at the beginning or at the end of the work day.

Section 2019. Vacation Entitlement.

- A. All full-time employees whose employment is governed by the Agreement described in Section 14, Paragraph A. of this Ordinance shall earn, accrue and be eligible for vacation as provided in such Agreement.
- B. All other full-time Hourly Non-Exempt Employees shall earn: six (6) days of paid vacation during the first year of continuous full-time employment; eleven (11) days of paid vacation during the second year of continuous full-time employment; and thereafter, eleven (11) days of paid vacation during each subsequent year of continuous full-time employment, plus one (1) additional day of paid vacation for each year of continuous full-time employment in excess of two years. Notwithstanding the foregoing, no employee shall earn more than twenty-three (23) days of paid vacation per employment year.
- C. All Management Exempt Employees, and Salaried Exempt Employees, shall earn ten (10) days paid vacation during the first year of continuous employment, and one (1) additional vacation day for each additional year of continuous employment not to exceed twenty-six (26) days.
- D. All Permanent Part Time Employees working a minimum of twenty (20) hours per week shall earn forty (40) hours of paid vacation time per year after six (6) months of employment. Total paid vacation time earned per year shall not exceed forty (40) hours.
- E. Full Time Exempt and Non-Exempt Employees shall be allowed to accrue unused vacation leave from previous years to a maximum of 220 hours.
- F. Permanent Part Time Employees shall be allowed to accrue unused vacation leave from previous years to a maximum of 110 hours.

Section [2420](#). Wage Tables.

Table 100
Salaried Exempt Employees
Hourly Non-Exempt Employees

Rate	Minimum	Maximum	Rate	Minimum	Maximum
100 Pay Grade					
Hourly	\$ 10.50	\$ 13.65	Hourly	\$ 17.20	\$ 24.25
Monthly	\$ 1,820	\$ 2,366	Monthly	\$ 2,981	\$ 4,203
Annually	\$ 21,840	\$ 28,392	Annually	\$ 35,776	\$ 50,440
105 Pay Grade					
Hourly	\$ 12.05	\$ 15.67	Hourly	\$ 22.21	\$ 28.60
Monthly	\$ 2,088.67	\$ 2,716.13	Monthly	\$ 3,850	\$ 4,957
Annually	\$25,064.00	\$ 32,593.60	Annually	\$ 46,197	\$ 59,488
110 Pay Grade					
Hourly	\$ 12.47	\$ 16.23	Hourly	\$ 23.16	\$ 29.37
Monthly	\$ 2,161.47	\$ 2,813.20	Monthly	\$ 4,014	\$ 5,091
Annually	\$25,937.60	\$ 33,758.40	Annually	\$ 48,173	\$ 61,090
115 Pay Grade					
Hourly	\$ 13.10	\$ 17.03	Hourly	\$ 26.54	\$ 34.02
Monthly	\$ 2,270.67	\$ 2,951.87	Monthly	\$ 4,600	\$ 5,897
Annually	\$27,248.00	\$ 35,422.40	Annually	\$ 55,203	\$ 70,762
120 Pay Grade					
Hourly	\$ 14.95	\$ 20.18	Hourly	\$ 29.11	\$ 37.92
Monthly	\$ 2,591.33	\$ 3,497.87	Monthly	\$ 5,046	\$ 6,573
Annually	\$31,096.00	\$ 41,974.40	Annually	\$ 60,549	\$ 78,874
130 Pay Grade					
Hourly	\$ 15.64	\$ 22.05			
Monthly	\$ 2,710.93	\$ 3,822.00			
Annually	\$32,531.20	\$ 45,864.00			

Table 200		
Management Exempt Employees		
Rate	Minimum	Maximum
205 Pay Grade		
Hourly	\$ 36.34	\$ 50.59
Monthly	\$ 6,299	\$ 8,769
Annually	\$ 75,587	\$ 105,227
210 Pay Grade		
Hourly	\$ 38.62	\$ 54.92
Monthly	\$ 6,694	\$ 9,519
Annually	\$ 80,330	\$ 114,234
215 Pay Grade		
Hourly	\$ 42.66	\$ 64.00
Monthly	\$ 7,394	\$ 11,093
Annually	\$ 88,733	\$ 133,120

Table 400						
FOP Collective Bargaining						
Hourly Non-Exempt						
Rate	A	B	C	D	E	F
426 Pay Grade						
Hourly				\$38.71	\$40.32	\$42.88
Monthly				\$ 6,710	\$ 6,989	\$ 7,433
Annually				\$80,517	\$83,866	\$89,190
423 Pay Grade						
Hourly	\$ 25.38	\$ 27.09	\$ 29.78	\$ 31.52	\$ 34.40	\$ 36.19
Monthly	\$ 4,399	\$ 4,696	\$ 5,162	\$ 5,463	\$ 5,963	\$ 6,273
Annually	\$ 52,790	\$ 56,347	\$ 61,942	\$ 65,562	\$ 71,552	\$ 75,275

Section 2221. Repeal of Ordinance No. 13101315. Ordinance No. 13101315 originally passed and approved on the 5th day of JulySeptember, 2017 is hereby repealed.

Section 2322. Effective Date. This Ordinance shall take effect after its passage, approval and publication as provided by law.

Section 2423. This Ordinance shall be published in pamphlet form and take effect as provided by law

PASSED AND APPROVED THIS 5TH4TH DAY OF SEPTEMBER, 20172018

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

Pamela A. Buethe, CMC
City Clerk

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING MONTHLY VEHICLE AND MOBILE PHONE ALLOWANCES FOR SPECIFIC OFFICERS AND EMPLOYEES OF THE CITY.

WHEREAS, the Mayor and City Council establish by ordinance the compensation for officers and employees of the City of La Vista and said ordinance establishes that the Mayor and Council may additionally fix by resolution such vehicle and other allowances as may from time to time be fixed in the municipal budget; and

WHEREAS, the FY19 and FY20 municipal budgets establish funds for vehicle and mobile phone allowances for various officers, employees and volunteers of the City and are recommended by the Director of Administrative Services and City Administrator.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the following vehicle and cellular phone allowances:

<u>Tier</u>	<u>Monthly Vehicle Allowance</u>	<u>Tier</u>	<u>Monthly Phone Allowance</u>
Tier 1	\$30	Tier 1	\$30
Tier 2	\$50	Tier 2	\$60
Tier 3	\$100	Tier 3	\$90
Tier 4	\$150		
Tier 5	\$300		

PASSED AND APPROVED THIS 4TH DAY OF SEPTEMBER, 2018.

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

Pamela A. Buethe, CMC
City Clerk

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
SEPTEMBER 4, 2018 AGENDA

Subject:	Type:	Submitted By:
PROFESSIONAL SERVICES AGREEMENT CIVIC CENTER PARK-PHASE 2 CONSTRUCTION PHASE SERVICES AUTHORIZE AMENDMENT NO. 2	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER

SYNOPSIS

A resolution has been prepared authorizing Amendment No. 2 to a Professional Services Agreement on behalf of the City of La Vista with Thompson, Dreessen & Dorner, Inc. (TD2) to provide construction phase engineering services related to the Civic Center Park Phase 2 improvements and also including the Sanitary Sewer Relocation. Amendment No. 2 increases the not-to-exceed fee by \$84,000 for these additional services; contract total now \$321,500.00.

FISCAL IMPACT

The FY 19/20 Biennial Budget includes funding for Civic Center Park Phase 2.

RECOMMENDATION

Approval

BACKGROUND

The City Council authorized an agreement with TD2 on September 20, 2016 for design phase services for the Golf Course Transformation-Phase 1 Grading Plans. That agreement was amended on April 4, 2017 to include construction phase services for the Phase 1 Golf Course Transformation (Lake Grading). A contract has been awarded for construction of Phase 2 improvements, creating a need for construction phase engineering services for this portion of the project and a second amendment is proposed.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA APPROVING AMENDMENT NO. 2 TO THE AGREEMENT FOR PROFESSIONAL SERVICES WITH THOMPSON, DREESSEN & DORNER, INC., OMAHA, NEBRASKA, ESTABLISHING AN AMOUNT NOT TO EXCEED \$321,500.

WHEREAS, the Mayor and City Council of the City of La Vista Nebraska have determined engineering services for Phase 2 of the Golf Course Transformation project and Sanitary Sewer relocation are necessary; and

WHEREAS, the FY 19/20 Biennial Budget includes funding for Civic Center Park Phase 2; and

WHEREAS, Amendment No. 2 increases the not to exceed amount by \$84,000.

WHEREAS, Subsection (C) (9) of Section 31.23 of the La Vista Municipal Code requires that the City Administrator secure Council approval prior to authorizing any expenditure over \$5,000.00.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, do hereby approve Amendment No. 2 to the agreement for professional services with Thompson, Dreessen, & Dorner, Inc., Omaha Nebraska, establishing an amount not to exceed \$321,500 subject to any changes the City Administrator or City Engineer determines necessary or advisable.

PASSED AND APPROVED THIS 4TH DAY OF SEPTEMBER, 2018.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

**Proposal for Civil Engineering Services
La Vista Civic Center Park – Phase 2
Amendment No. 2**

This Amendment shall amend and become part of the Proposal for Civil Engineering Services for the La Vista Civic Center Park Phase 2 (formerly La Vista Phase 1 Golf Course Transformation – Proposed Lake Improvements) project dated September 9, 2016 between the City of La Vista (Owner) and Thompson, Dreessen & Dorner, Inc. (TD2).

Owner and TD2 hereby agree that TD2's engineering services under the Proposal is hereby amended by adding the services specifically described below for the additional compensation set forth below:

CIVIL ENGINEERING SERVICES:

1. **3D Video Update – Civic Center Park Phase 2:** TD2 will provide an update of the 3D video prepared during the Civic Center Park Phase 1 design. This update will include flying the project site with a drone to obtain updated video imagery. This updated imagery will be combined with Terrametrix scanned topographic survey information and RDG Planning & Design proposed Phase 2 improvements to create an updated 3D video.
2. **Pre-Construction "As-Built" Survey – Civic Center Park Phase 2:** TD2 will complete a pre-construction "as-built" survey within the limits of areas to be graded for the Phase 2 improvements per the grading plans provided to TD2 by RDG Planning & Design. The survey shall be conducted via conventional data collection ("ground-based") field survey.
3. **Construction Administration – Civic Center Park Phase 2 Sanitary Sewer Relocation:** TD2 will provide Construction Administration (CA) services related to the sanitary sewer relocation plans designed by TD2. These services will include construction observation, Contractor pay application review, review of shop drawing submittals and the review/response to Requests for Information (RFI) as outlined below:

Specific services and assumptions associated with this item are as follows:

- a. Full-time construction observation as needed during sanitary sewer relocation construction to monitor conformance with design plans and specifications.
- b. Review monthly Contractor pay application requests and provide payment recommendation to Owner.
- c. Review shop drawing submittals for items specifically related to the items designed and specified on TD2's construction drawings. Multiple re-submittals (more than one (1) resubmittal) caused by insufficient, inaccurate, or otherwise unacceptable information will be billed on an hourly basis.
- d. Review and respond to a maximum of five (5) Requests for Information (RFI) relating to our work from the contractor selected for the project. Contractor requests for plan changes and/or alternatives will be billed on an hourly basis as will additional RFI submittals.

4. **Construction Staking – Civic Center Park Phase 2 Sanitary Sewer Relocation:** TD2 will provide the construction staking requested by the contractor for the proposed sanitary sewer.
5. **Construction Testing – Civic Center Park Phase 2 Sanitary Sewer Relocation:** Pipe and manhole installation will be inspected and tested per the Project specifications. TD2 construction testing and inspection is expected to include compaction for all fills and backfills and observation and verification of piping, manholes, and accessories with the project specifications. TD2's geotechnical engineer will be available during excavation and backfill operations to provide requested observation and answer Contractor questions.

It is anticipated that TD2 construction testing (field and lab work) will require approximately thirty (30) hours per week on average and the project working schedule is estimated at eight (8) weeks. Inspections and observations will focus on excavations, dewatering (if necessary), and pipe and structure installation as per plan details and standard specifications. The field observation personnel

will communicate with the project team, but will not provide construction administrative duties to relay information between the Contractor and the Owner. Backfill of the piping will be tested upon completion of each run and structure and be performed using drilled and collected samples tested in the laboratory. CCTV inspection and "air" testing will be performed at the completion of piping installation, which includes the observation and report of test results and subcontracting of testing provider.

6. **Construction Staking – Civic Center Park Phase 2 Trail Construction:** TD2 will provide the construction staking requested by the contractor for the proposed trail and bio-retention basins with associated piping and structures.
7. **Construction Testing – Civic Center Park Phase 2 Trail Construction:** All grading and subgrade preparation will be inspected and tested per the Project specifications. TD2 construction testing and inspection is expected to include compaction for all fills. TD2's geotechnical engineer will be available for grading observation and to answer Contractor questions. Construction observation during trail pavement placement is included to verify materials, placement compliance with the plans, details, and specifications and general workmanship of placement. Construction testing of the trail pavement will be performed. Frequency of testing Portland cement concrete pavement is anticipated to be one test per 100 cubic yards of placement, but not less than one test per day. A concrete test includes; slump, air, temperature, and 4 – 4"x8" cylinders to check strengths at 7 and 28 days and report of results periodically as specimen's strength results become available. The field observation personnel will communicate with project team, but will not provide construction administrative duties to relay information between the Contractor and the Owner.

It is anticipated that TD2 construction testing (field and lab work) will require approximately twelve (12) hours per week on average to observe the progress of grading and to answer Contractor questions. Observations and inspections will focus on compaction and stabilization efforts by the Contractor. It is assumed that approximately four (4) hours per concrete test will be required. The trail paving phase working schedule is estimated at eight (8) weeks.

8. **Post-Construction "As-Built" Survey – Civic Center Park Phase 2:** TD2 will complete a post-construction "as-built" survey within the limits of areas graded during the Phase 2 improvements. The survey shall be conducted via the same conventional data collection methods as described under Task 2 above. Results from the post-construction survey will be compared by TD2 to the results of the pre-construction survey and one (1) calculation will be performed to determine quantities of soil excavated or placed as controlled fill by the Contractor. One (1) additional calculation will be performed by TD2, if requested by the Owner, to address any discrepancies that might be found.
9. **Meetings – Civic Center Phase 2:** Attend bi-weekly construction coordination meetings. Preparation, attendance and follow-up are estimated at four (4) hours per meeting and up to twelve (12) meetings are anticipated.

FEES

Task Description	Amendment No. 1 Fee Amount	Fee Type
3D Video Update	\$ 5,500.00	TMNTE
Pre-Construction "As-Built" Survey	\$ 7,500.00	TMNTE
Construction Administration – Sanitary Sewer Relocation	\$ 7,500.00	TMNTE
Construction Staking – Sanitary Sewer Relocation	\$ 3,000.00	TMNTE
Construction Testing – Sanitary Sewer Relocation	\$25,000.00	TMNTE
Construction Staking – Trail	\$ 5,000.00	TMNTE
Construction Testing – Trail	\$15,000.00	TMNTE
Post-Construction "As-Built Survey"	\$ 7,500.00	TMNTE
Meetings	\$ 8,000.00	TMNTE
Total	\$84,000.00	

TMNTE = Time and Materials Not-To-Exceed

TERMS AND LIMITATIONS

1. The fee estimate does not include any significant re-design or plan revisions.
2. All provision of the original Proposal not specifically amended herein shall remain unchanged.
3. A copy of TD2's current hourly rates, which are updated annually on approximately April 15th, is enclosed.

Submitted by,

THOMPSON, DREESSEN & DORNER, INC.



Scott R. Loos, P.E.

SRL/srl

Enclosure

This amendment is accepted this _____ day of _____, 2018 for:

City of La Vista

By: _____
(Signature)

Title: _____

THOMPSON, DREESSEN & DORNER, INC. 2018 RATE SCHEDULE

TITLE	HOURLY RATE
<u>LAND SURVEYING</u>	
Principal (L.S.)	\$145.00
Chief of Surveys (L.S.)	\$145.00
Registered Land Surveyor (L.S.)	\$130.00 - \$135.00
Crews	
3-Person Survey Crew	\$210.00
2-Person Survey Crew	\$165.00
1-Person Survey Crew	\$110.00
2-Person Survey Crew Drone	\$500.00
Senior Computer Aided Drafting Technician and Equipment	\$90.00 - \$100.00
<u>ENGINEERING</u>	
Principal	
Civil Principal (P.E.)	\$165.00
Structural Principal (P.E., S.E.)	\$150.00
Senior Engineer	
Senior Civil/Structural Engineer (P.E.)	\$110.00 - \$155.00
Staff Engineer	
Staff Civil/Structural Engineer (P.E.)	\$110.00
Staff Civil/Structural Engineering Intern (E.I.)	\$75.00 - \$100.00
Intern	\$45.00
AutoCAD Technician	
Senior Computer Aided Drafting Technician and Equipment	\$90.00 - \$100.00
Staff Computer Aided Drafting Technician and Equipment	\$60.00 - \$80.00
Engineering Technician	
Senior	\$75.00 - \$85.00
Staff	\$60.00
Construction Observer	
Senior	\$75.00 - \$110.00
Staff	\$60.00 - \$70.00
Staff/Intern	\$45.00 - \$55.00
Special Inspections	
Concrete/Masonry	\$65.00
Steel/Wood	\$75.00
Drill Rig Operator	
2 Man Crew	\$210.00
1 Man Crew	\$160.00
<u>ADMINISTRATION</u>	
Clerical	\$60.00 - \$120.00
<u>OTHER</u>	
Mileage	
Company Vehicle	\$.80/Mile
Personal Vehicle	\$.545/Mile
Governmental (State Law Max.)	\$.545/Mile
Electronic Data Collection Equipment	\$30.00 - \$45.00

Last updated 05/17/2018.

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
SEPTEMBER 4, 2018 AGENDA

Subject:	Type:	Submitted By:
PUBLIC IMPROVEMENT REDEV. PROJECT AUTHORIZE ACCEPTANCE OF PROPOSAL OMAHA PUBLIC POWER DISTRICT TEMPORARY STREET LIGHTING	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER

SYNOPSIS

A resolution has been prepared authorizing the acceptance of a proposal from Omaha Public Power District to furnish and install temporary street lighting in La Vista City Centre in the amount of \$5,185.21.

FISCAL IMPACT

The FY17/18 Biennial Budget includes funding in the Capital Improvement Program for this project.

RECOMMENDATION

Approval

BACKGROUND

Due to the necessary phasing of the public improvements, design reviews and approvals, and fabrication time required for decorative street lighting, permanent street lighting cannot be installed until the spring of 2019. There is a need for street lighting in the vicinity of the intersection of Main Street and 83rd Street to accommodate public travel to businesses in that vicinity. Therefore, a request was made to OPPD to provide two temporary street lights with associated wiring.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE ACCEPTANCE OF A PROPOSAL FROM OMAHA PUBLIC POWER DISTRICT TO FURNISH AND INSTALL TEMPORARY STREET LIGHTING IN LA VISTA CITY CENTRE IN THE AMOUNT OF \$5,185.21.

WHEREAS, the City Council of the City of La Vista has determined temporary street lighting in La Vista City Centre is necessary; and

WHEREAS, the FY17/18 Biennial Budget includes funding in the Capital Improvement Program for this project; and

WHEREAS, the temporary lights will be placed at the intersection of Main Street and 83rd Street; and

WHEREAS Subsection (C) (9) of Section 31.23 of the La Vista Municipal Code requires that the City Administrator secures Council approval prior to authorizing any purchase over \$5,000.00;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska authorize the acceptance of a proposal from Omaha Public Power District to furnish and install temporary street lighting in La Vista City Centre in the amount of \$5,185.21.

PASSED AND APPROVED THIS 4TH DAY OF SEPTEMBER, 2018.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk



Project Proposal and Waiver

CIS+ Acct. No.:

Service Request:

54707

Date:

August 13, 2018

Tax I.D. :

Capital W.O.

Maint W.O.

ESD/AE:

Deb Quade

Design:

55632

ESD Phone:

(402) 552-5332

W. O. :

3 Year Refund

Capital W.O. <input checked="" type="checkbox"/>	Maint W.O. <input type="checkbox"/>	Job Order <input type="checkbox"/>	3 Year Refund <input type="checkbox"/>
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Customer:

City of LaVista

Work Location:

**LaVista City Center
7978 Main Street
LaVista, NE 68128**

Phone:

Description of Work:

Install two underground streetlights for temporary lighting of FNB premise.

OPPD Responsibilities:

Install two steel streetlight poles at designated stakes with 200W fixtures. Trench in underground streetlight cable from existing padmount transformer.

Customer Responsibilities: 1)Waiver signature and submittal is required prior to work scheduling.

2)Notify OPPD representative if project is cancelled so invoice can be voided.

3)Payment (if applicable) is required prior to scheduling work.

Customer Need Date: ASAP

Charge: \$5,185.21

Owner or Owner Representative: _____

Date: _____

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
SEPTEMBER 4, 2018 AGENDA

Subject:	Type:	Submitted By:
AUTHORIZE ENGINEERING AGREEMENT CITY PARKING DISTRICT No. 1 ACCESS IMPROVEMENTS-DRAINAGE BNSF DRAINAGE STUDY REVIEW	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER

SYNOPSIS

A resolution has been prepared authorizing an engineering agreement with The BNSF Railway Company to conduct a review of a hydrology and hydraulic study for drainage improvements near 120th & Old Giles Road in an amount not to exceed \$14,500.

FISCAL IMPACT

The FY17/18 Biennial Budget includes funding for this project. Funding will be carried over into the FY19/20 Biennial Budget.

RECOMMENDATION

Approval

BACKGROUND

In September 2015 an agreement with TD2 was approved to provide drainage analyses in conjunction with the City Parking District No. 1 Access Improvements. Those analyses identified drainage capacity problems in the vicinity of the 120th & Old Giles Rd intersection including culverts under the BNSF railroad near this intersection. Since then various efforts to improve drainage have been undertaken. A ditch enlargement project downstream of the BSNF culverts is currently in design. However, a long term plan to improve the culvert capacity is needed. Meetings with the BNSF have resulted in their request for an agreement to compensate them for reviewing the drainage analyses.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING AN ENGINEERING AGREEMENT WITH BURLINGTON NORTHER SANTE FE (BNSF) FOR A DRAINAGE STUDY REVIEW FOR CITY PARKING DISTRICT NO. 1 IN AN AMOUNT NOT TO EXCEED \$14,500.

WHEREAS, the City Council of the City of La Vista has determined that said services are necessary; and

WHEREAS, the FY17/18 Biennial Budget provides funding for this project; and

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize an engineering agreement with BNSF for a drainage study review for City Parking District No. 1 in an amount not to exceed 14,500.

PASSED AND APPROVED THIS 4TH DAY OF SEPTEMBER, 2018.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

PRELIMINARY ENGINEERING AGREEMENT

BNSF File #: BF10013831
Omaha Subdivision
LS 137 MP 25.03
La Vista, Nebraska

THIS AGREEMENT, made and entered into by and between the BNSF RAILWAY COMPANY, hereinafter referred to as the "RAILROAD", and the City of La Vista, Nebraska, hereinafter referred to as the "AGENCY".

RECITALS:

WHEREAS, the RAILROAD owns and operates a line of railroad in and through La Vista, NE;

WHEREAS, AGENCY desires the Railroad to review H&H and plans for the proposed drainage improvements near LS 137, MP 25.03 in La Vista, NE;

ARTICLE 1 SCOPE OF WORK:

1. The term "Project" as used herein includes any and all work related to the RAILROAD reviewing plans and hydraulic report.
2. RAILROAD will authorize a third party consultant to complete the various design tasks. Estimated cost of the research and document preparation for the Project is \$14,110; as shown in Exhibit A
3. AGENCY must pay RAILROAD the actual costs of the Project, not to exceed \$14,500 without the prior written consent of AGENCY. Upon completion of the Project, BNSF will send AGENCY a detailed invoice of final costs, these costs will be on an actual cost basis. Agency must pay final invoice within 30 days of the final invoice.

ARTICLE 2 JOINT OBLIGATIONS:

1. It is mutually understood that this agreement does not obligate the Project to construction. Nothing in this agreement shall obligate the parties to complete construction of the track work or the transfer of funds for construction. Obligations of the AGENCY in subsequent fiscal years are subject to annual appropriation of funds sufficient and intended for such purposes by AGENCY's City Council in its discretion.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as the dates below indicated.

EXECUTED by the RAILROAD this _____ day of _____, 2018

THE BNSF RAILWAY COMPANY

By: _____

Title: Manager Public Projects

EXECUTED by the AGENCY this _____ day of _____, 2018

CITY OF LA VISTA, NEBRASKA

By: _____

Title:

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
SEPTEMBER 4, 2018 AGENDA

Subject:	Type:	Submitted By:
NDOT PROGRAM AGREEMENT APPLEWOOD CREEK TRAIL	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOHN KOTTMANN CITY ENGINEER

SYNOPSIS

A resolution has been prepared authorizing the Mayor to execute a Program Agreement with Nebraska Department of Transportation (NDOT) for construction of a hiking/biking trail along Thompson Creek in an amount not to exceed \$411,607.

FISCAL IMPACT

The FY 19/20 Biennial Budget provides funding for this project. The project funding is 80% from federal funds and 20% from local funds.

RECOMMENDATION

Approval

BACKGROUND

The City of La Vista submitted the Applewood Trail Project for federal aid through the MAPA Transportation Improvement Plan and was successful in getting the project included.

The project consists of constructing a 10 feet wide, 6-inch concrete hiking/biking trail with 2 feet wide shoulders along Thompson Creek from the end of an existing trail at the BNSF undercrossing in Cimarron Woods southerly for a distance of 0.6 miles to an existing trail on Portal Ridge on the south side of Giles Road.

Design, NEPA and right-of-way phases are anticipated in Federal fiscal years 2019 and 2020. Construction is not scheduled until Federal fiscal year 2021 or later depending upon the progress of the design, NEPA and right of way phases.

(La Vista CN 22757 Project TAP-77(61))

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, APPROVING AN AGREEMENT WITH NEBRASKA DEPARTMENT OF TRANSPORTATION (NDOT) FOR CONSTRUCTION OF A HIKING/BIKING TRAIL ALONG THOMPSON CREEK IN AN AMOUNT NOT TO EXCEED \$411,607.

WHEREAS, the City of La Vista is proposing a transportation project for which it would like to obtain Federal funds; and

WHEREAS, the City of La Vista as a sub-recipient of Federal-Aid funding is charged with the responsibility of strictly following all Federal, State and Local laws, rules, regulations, policies and guidelines applicable to the funding of the Federal-aid project; and

WHEREAS, the City of La Vista and NDOT wish to enter into a new Project Program Agreement setting out the various duties and funding responsibilities for the Federal-aid project.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of La Vista, Nebraska that: Douglas Kindig, Mayor of the City of La Vista, is hereby authorized to sign the attached Project Program Agreement between the City of La Vista and the NDOT. The City of La Vista is committed to providing local funds for the project as required by the Project Program Agreement.

NDOR Project Number: TAP-77(61)

NDOR Control Number: 22757

NDOR Project Name: Applewood Creek Trail

PASSED AND APPROVED THIS 4TH DAY OF SEPTEMBER, 2018.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

LPA PROGRAM AGREEMENT- FEDERAL-AID FUNDS

CITY OF LA VISTA
STATE OF NEBRASKA, DEPARTMENT OF TRANSPORTATION
PROJECT NO. TAP-77(61)
STATE CONTROL NO. 22757
APPLEWOOD CREEK TRAIL

THIS AGREEMENT is between the City of La Vista, Nebraska, a local public agency ("LPA"), and the State of Nebraska, Department of Transportation ("State"), collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, transportation alternative in LPA 's jurisdiction have been designated as being eligible for Transportation Alternative (TA) funds by the Department of Transportation, Federal Highway Administration, hereinafter called the FHWA, in compliance with Federal laws pertaining thereto, and

WHEREAS, TA Funds have been made available by Title 23 of the United States Code, providing for improvements on eligible routes, and

WHEREAS, the Federal share payable on any portion of a TA project will be a maximum of 80 percent of the eligible and participating costs; LPA's share will be the remaining 20 percent of the eligible and participating costs; and LPA will also be responsible for all other nonparticipating or ineligible costs, and

WHEREAS, regulations for implementing the provisions of the above mentioned act provide that the Federal share of the cost of those projects will be paid only to State, and

WHEREAS, the regulations further permit the use of funds other than State funds in matching Federal Funds for the improvements of those routes, and

WHEREAS, State is willing to assist LPA to the end of obtaining Federal approval of the proposed work and Federal Funds for the construction of the proposed improvement, with the understanding that this project is not a State project and that no State Funds are to be expended on this project, and

WHEREAS, LPA has designated an available fully-qualified public employee or elected official to act as "Responsible Charge" (RC) for the subject Federal-aid Transportation project, and

WHEREAS, the RC will be in day-to-day responsible charge of all aspects of the project, from planning through post-construction activities and maintain the project's eligibility for Federal-aid Transportation project funding, and

WHEREAS, LPA understands that it must comply with all terms of 23 C.F.R. 635.105 in order for this Federal-aid transportation project to be eligible for Federal funding, and

WHEREAS, if LPA is to receive Federal participation for any portion of the work on the proposed project, it is necessary for all phases of work to comply with Federal requirements and procedures, and

WHEREAS, State and LPA agree that State, on behalf of LPA, will advertise the project for bids, conduct a letting, make award recommendations to LPA and prepare a construction contract for LPA's execution and use, and

WHEREAS, State will be responsible for paying directly LPA's construction contractor, preliminary and construction engineering providers, and may pay directly other services providers when specified in subsequent agreements, and

WHEREAS, State's role is only federal funding eligibility, including providing quality assurance to ensure FHWA on LPAs behalf that the project is designed, constructed and managed according to federal rules and regulations. State will coordinate with LPA on federal funding issues on behalf of LPA, and

WHEREAS, Federal Regulations provide that LPA shall not profit or otherwise gain from local property assessments that exceed LPA's share of project costs, and

WHEREAS, the funding for the project under this Agreement includes monies from the FHWA, therefore, if a non-federal entity expends \$750,000 or more in total federal awards in a fiscal year then the audit requirements of 2 CFR, Subtitle A, Chapter 2, Part 200, Subpart F, must be addressed as explained further in this Agreement, and

WHEREAS, the total cost of the project, is currently estimated to be \$2,058,040.00, but such costs may increase or decrease due to variations between the estimated and actual project costs, and

WHEREAS, LPA's share of the total project costs is estimated to be \$411,607.00. LPA has earmarked and has placed in its fiscal budget at least the amount of the local match indicated above. These costs may increase or decrease due to variations between the estimated and actual project costs, and

WHEREAS, the project is described as follows:

The project proposes a hiking and biking trail along Applewood Creek that would commence behind the property located at 7602 South 101st Street where an existing trail currently ends just west of the pedestrian undercrossing of the BNSF Railroad. The trail would continue westerly and southerly for a distance of 0.6 miles along Applewood Creek to south side of Giles Road. On the south side of Giles Road, it would connect to end of an existing trail located behind 8506 South 102nd Street. The project area is identified as the Portal Greenway in the City's Parks & Recreation Master Plan and Capital Improvement Program. The trail is proposed to be paved 10 feet wide and an earth shoulders a minimum of 2 feet wide. A pedestrian bridge is proposed to carry the trail across AppleWood Creek which would be approximately 40 feet long. The trail would cross a local street, Brentwood Drive, at grade with a marked crosswalk and crosswalk signage. The proposal includes taking the trail under Giles Road in 10 feet by 10 feet concrete box culvert and the box culvert would be 160 feet long. There will be significant excavation, relocation of utilities and traffic restrictions on Giles Road to allow crossing one-half of the road at a time. A prior project has performed stabilization of

AppleWood Creek in anticipation of this trail being constructed. Much of the tree clearing work was completed with the project but additional clearing of trees will be required behind homes along south 101st Street north of Brentwood Drive.

WHEREAS, LPA desires that this project, the location of which is shown on attached Exhibit "A", be developed and constructed under the designation of Project No. TAP-77(61), as evidenced by the Resolution of LPA dated the _____ day of _____, 20____, attached as Exhibit "B" and incorporated herein by this reference.

NOW THEREFORE, in consideration of these facts, LPA and State agree as follows:

SECTION 1. DEFINITIONS

For purposes of this Agreement, the following definitions will apply:

"CFDA" means Catalog of Federal Domestic Assistance.

"CFR" means the Code of Federal Regulations.

"FHWA" means the Federal Highway Administration, United States Department of Transportation, Washington, D.C. 20590, acting through its authorized representatives.

"LPA" means Local Public Agency that is sponsoring a Federal-Aid transportation project.

"NEB. REV. STAT." means the Nebraska Revised Statutes, which is the official compilation of Nebraska law.

"OMB" means the Federal Office of Management and Budget.

"FULL-TIME PUBLIC EMPLOYEE" means a public employee who meets all the requirements and is afforded all the benefits of full-time employees as that phrase is applied to other employees of the employing entity. A person is not a full-time employee if that person provides outside private consulting services, or is employed by any private entity, unless that person can prove to State in advance, that employee's non-public employment is in a field unrelated to any aspect of the project for which Federal-aid is sought.

"PUBLIC EMPLOYEE" for the purpose of selecting an RC for this project means a person who is employed solely by a county, a municipality, a political subdivision, a Native American tribe, a school district, another entity that is either designated by statute as public or quasi-public, or entity included on a list of entities determined by State and approved by the Federal Highway Administration (FHWA), as fulfilling public or quasi-public functions.

"RESPONSIBLE CHARGE" or **"RC"** means the public employee or elected official who is fully empowered by LPA and has actual day-to-day working knowledge and responsibility for all decisions related to all aspects of the Federal-aid project from planning and development through construction project activities, including all environmental commitments before, during and after construction. The RC is the day-to-day project manager, and LPA's point-of-contact for the project. Responsible charge does not mean merely delegating the various tasks; it means active day-to-day involvement in identifying options, working directly with stakeholders, making decisions, and actively monitoring project construction. It is understood that RC may delegate or contract certain technical tasks associated with the project so long as RC actively manages and represents LPA's interests in the delegated technical tasks.

“STATE” means the Nebraska Department of Transportation in Lincoln, Nebraska, its Director, or authorized representative. State is a funding liaison between LPA and the United States Department of Transportation for LPA federally funded transportation projects.

“STATE REPRESENTATIVE” means an individual from the Nebraska Department of Transportation District Office assigned to the project, who will perform State’s federal funding eligibility duties under this Agreement.

SECTION 2. DURATION OF THIS AGREEMENT (2-25-14)

- 2.1 ***Effective Date*** --This Agreement is binding on the date it is fully executed by State.
- 2.2 ***Renewal, Extension or Amendment*** --This Agreement may be renewed, extended or amended by mutual agreement or as otherwise provided herein.
- 2.3 ***Identifying Date*** – For convenience, this Agreement’s identifying date will be the date State signed the Agreement.
- 2.4 ***Duration***– This Agreement will expire upon completion of LPA’s Federal-aid project and final financial settlement, except that any terms of this Agreement that contemplate long term activities of LPA such as environmental, maintenance, and operational commitments, will remain in effect as long as required by law, NEPA document, permit or agreement.
- 2.5 ***Termination*** -- Further, State reserves the right to terminate this Agreement as provided herein. If LPA determines that for any reason it will not continue with the development of this project as a Federal-aid project, LPA shall notify State and negotiate any necessary project termination conditions consistent with this Agreement.

SECTION 3. PURPOSE OF AGREEMENT

- 3.1 LPA wishes to obtain Federal-aid funding for a transportation project on a street, highway, road, trail or other transportation related facility under LPA’s jurisdiction. The Federal Highway Administration (FHWA) will not provide funding directly to LPA for this project but will provide Federal funding for eligible and participating project costs through State. State, pursuant to Neb. Rev. Stat. § 39-1305, will act under this Agreement as a steward of Federal Funds and as a liaison between LPA and FHWA. The purpose of this Agreement is to set forth the understanding of LPA and State concerning their respective duties to enable the project to be eligible for federal-aid funding. Under this Agreement, LPA shall continue to have all duties concerning any aspect of project management, planning, design, construction, operation and maintenance. Nothing in this Agreement shall be construed to create any duty of State to LPA concerning such matters. LPA further agrees that LPA shall have no claim or right of action against State under this Agreement if FHWA determines that the project is not eligible in whole or in part, for federal-aid funding. The following sections of this Agreement include the program requirements and other conditions State believes in good faith that LPA must meet for this project to be eligible for federal funding.
- 3.2 LPA acknowledges that many conditions must be met for the transportation project contemplated by this Agreement to be constructed and for project costs to be reimbursed with federal-aid funds. Those conditions include, but are not limited to, the

unknown availability of federal-aid funds, the timely and satisfactory completion of all federal-aid funding requirements and the perceived priority of this project with other projects competing for limited federal-aid funds. Therefore, LPA agrees to develop this project in an effort to meet all federal and state eligibility requirements so the project may be determined eligible for federal-aid funding.

SECTION 4. RESPONSIBLE CHARGE (RC) REQUIREMENTS

- 4.1 LPA hereby designates John Kottmann as the RC for this project.
- 4.2 Duties and Assurances of LPA concerning its designated RC for this project.
 - 4.2.1 LPA understands the duties and responsibilities of LPA and RC as outlined in LPA Guidelines Manual for Federal-Aid Projects.
 - 4.2.2 LPA has authorized and fully empowered the RC to be in day-to-day responsible charge of the subject Federal-aid project; this does not mean merely supervising, overseeing or delegating various tasks, it means active day-to-day involvement in the project including identifying issues, investigating options, working directly with stakeholders, and decision making.
 - 4.2.3 The RC is a full-time public employee or elected official of LPA, or a full-time employee of another entity as defined in "Public Employee" above.
 - 4.2.4 LPA agrees to take all necessary actions and make its best good faith efforts to ensure that the RC's work on the project would be deemed to meet the same standards that State must meet under 23 CFR 635.105.
 - 4.2.5 If, for whatever reason, the designated RC is no longer assigned to the project during the design phase, LPA shall, within one day or sooner if possible, notify verbally and in writing State's LPD Quality Management Engineer and the LPD Project Coordinator; after such notification LPA shall replace the RC no later than thirty calendar days or sooner if possible. If the designated RC must be replaced during the letting or construction phases, LPA shall, within one day or sooner if possible, notify verbally and in writing State's LPD Quality Management Engineer, the LPD Project Coordinator, and State District Representative; after such notification, LPA shall replace the RC no later than ten calendar days or sooner if possible. With advance written approval by State, LPA may use a Provisional RC in accordance with State's Provisional RC Policy.
 - 4.2.6 LPA agrees that it is ultimately responsible for complying with all Federal and State requirements and policies applicable to Federal-aid highway projects. This includes, but is not limited to, meeting all post-construction commitments, including but not limited to environmental or maintenance. LPA understands that failure of LPA or State to meet any eligibility requirements for Federal funding may result in the loss of all Federal funding for the project. In the event that LPAFHWA finds that the project is ineligible for Federal funding, LPA will repay State all previously paid Federal Funds, as determined by State, and any costs or expenses State has incurred for the project, including but not limited to, any costs reimbursed for the time and expenses of the RC.
 - 4.2.7 LPA acknowledges that many conditions must be met for the transportation project contemplated by this Agreement to be constructed and for project costs to

be reimbursed with federal-aid funds. Those conditions include, but are not limited to, the unknown availability of federal-aid funds, the timely and satisfactory completion of all federal-aid funding requirements, and State's perceived priority of this project with other projects competing for limited federal-aid funds.

4.2.8 The Parties further understand that the project plans and specifications shall be sealed, signed and dated by a professional licensed engineer in State of Nebraska, and that estimates will be prepared and the construction will be observed by a professional engineer licensed in State of Nebraska or a person under direct supervision of a professional engineer licensed in State of Nebraska as required by Neb. Rev. Stat. § 81-3445.

SECTION 5. FEDERAL AID PROJECT REQUIREMENTS

For any work to be completed by LPA on this project, LPA agrees to comply with all Federal-aid project procedures and requirements applicable to this project, including federal laws, and when applicable, state and local laws, and the LPA Guidelines Manual for Federal-aid Projects.

5.1 The Applicable Legal and Contract Requirements.

- a. The primary provisions of law applicable to this Agreement are generally found in 23 U.S.C. Section 134; and 23 CFR Part 420, subpart A, and Part 450, subpart C.
- b. **LPA Guidelines Manual** - LPA also agrees to strictly comply with the applicable provisions of Guidelines Manual for Federal Aid Projects (The Manual), which is incorporated herein by this reference. The Manual is a document drafted in part, and formally approved, by the FHWA as a document setting out requirements for LPA projects funded with Federal-aid funds. A current version of The Manual can be found in its entirety at the following internet address:
<https://dot.nebraska.gov/media/6319/lpa-guidelines.pdf>. In the event LPA believes that The Manual does not clearly address a particular aspect of the project work, LPA shall seek guidance or clarification from State's Local Project Division Section Engineer or Project Coordinator, and shall make its best effort to comply with such guidelines or clarification.

5.2 Federal Oversight.

If the project has been designated as full federal oversight, then additional federal oversight and approvals will be required. It is the responsibility of LPA to understand the additional requirements and ensure that State and FHWA are provided timely notice for additional oversight and approvals.

SECTION 6. SCHEDULE

In order to retain federal funding for this project, LPA shall cause the project to move promptly through all project stages to meet the targeted letting date. LPA shall coordinate with State concerning the progress of the project and notify State of any issues that will affect the project schedule. Failure of LPA to properly advance the project or meet project deadlines may result in suspension or termination and loss of federal funding for this project. See SECTION 19. SUSPENSION OR TERMINATION.

SECTION 7. PROCUREMENT OF PROFESSIONAL SERVICES

7.1 Engineering Services

LPA shall procure engineering services providers using the Qualifications Based Selection process set out in the LPA Guidelines Manual. Engineering services include, but are not limited to; planning studies, preliminary engineering, environmental activities, Right-of-Way design, construction engineering, or architectural services.

7.2 Right-of-Way Services

LPA shall comply with State's "Right-of-Way Acquisition Guide for Local Public Agencies" and State's "Right-of-Way Manual" for the procurement of Right-of-Way services for property acquisition appraisals, appraisal reviews, negotiations, and relocation assistance.

SECTION 8. COORDINATING PROFESSIONAL

If LPA's project involves more than one licensed professional engineer or architect, LPA will designate a Coordinating Professional 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.). LPA will notify State in writing of such designation prior to commencement of professional services. The Coordinating Professional shall 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 shall 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. LPA's failure to provide written notice to State under this section may result in the costs of previous professional services being declared ineligible for reimbursement or other sanctions allowed by law or both.

SECTION 9. DEVELOPMENT OF THE PROJECT

LPA shall be responsible for all stages of the development and construction of this Federal-aid project. The stages of LPA's project may include all or any of the following services: environmental, design, right-of-way, utilities, railroad, and construction. This Agreement, in conjunction with the LPA Guidelines Manual, will define the responsibilities and actions required by LPA for each of these applicable services.

SECTION 10. ENVIRONMENTAL RESPONSIBILITY

10.1 NEPA

10.1.1 LPA must comply with the National Environmental Policy Act (NEPA) and all applicable federal, state and local environmental requirements because this project is federally funded. Therefore, prior to letting the project, LPA shall be responsible for (1) completing all environmental reviews, (2) obtaining permits and approvals. Additionally, LPA shall be responsible for meeting all environmental commitments during and after the construction of the project.

10.1.2 Prior to appraising property, acquiring right-of-way, or final design for the project, LPA shall receive approval by State and the FHWA of one of the following: (1) Categorical Exclusion, (2) Environmental Assessment - Finding of No Significant Impact, (3) Environmental Impact Statement - Record of Decision.

10.1.3 Public involvement must be held in accordance with State's "Pursuing Solutions Through Public Involvement" located at:

<http://www.transportation.nebraska.gov/docs/public-involvement.pdf>. When the NEPA process requires public involvement, LPA shall conduct necessary location or design hearings or combined location and design public hearings. State Local Projects, Project Coordinator is available to assist LPA in determining what public involvement efforts are required based upon NEPA and public sensitivities.

10.2 Municipal Separate Storm Sewer System (MS4) Program

If LPA's project is within an area that is subject to the federal Storm Water Phase II Regulatory Requirements of 40 CFR 122.34 (b), then LPA or the project consultant will design, construct and maintain, as a part of this project, water quality facilities as required by LPA's National Pollutant Discharge Elimination system (NPDES) permitted Municipal Separate Storm Sewer System (MS4) program. If LPA does not have an active construction storm water management and post construction storm water management program, LPA or the project consultant shall follow the State MS4 program.

SECTION 11. DESIGN

11.1 Preparation of Plans, Specifications, and Estimates

LPA will develop project plans, specifications, and estimates sufficient for a bid letting. This work may be accomplished by LPA or a consultant selected by LPA following the process set out in SECTION 7. PROCUREMENT OF PROFESSIONAL SERVICES. The scope of services and associated costs will be set out in a Professional Services Agreement using States' standard template agreement. Any work performed prior to execution of said agreement, Federal authorization of funding, and receipt of a Notice to Proceed will not be eligible for Federal-aid. All plans, specifications, and estimates must be submitted to State for review and comment for federal funding eligibility.

11.2 Professional Performance

It is understood by the Parties that LPA is solely responsible for the professional performance and ability of LPA and the project consultant(s) in the planning, design, construction, operation and maintenance of this project. Any review or examination by State, or acceptance or use of the work product of LPA or the project consultant(s) will not be considered to be a full and comprehensive review or examination and will not be considered an approval, for funding or for any other purpose, of the work product of LPA and the project consultant(s) which would relieve LPA from any expense or liability that would be connected with LPA's sole responsibility for the propriety and integrity of the professional work to be accomplished by LPA for the project.

SECTION 12. RIGHT-OF-WAY

12.1 Governing Documents

The Federal law governing acquisition of additional property rights and relocation on federally assisted projects is found in 23 CFR Part 710, and Public Law 91-646, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended, commonly called the Uniform Act (49 CFR Part 24). The LPA shall comply

with 23 CFR part 710, the Uniform Act, State's "Right-of-Way Acquisition Guide for Local Public Agencies" and State's "Right-of-Way Manual".

The Uniform Act applies whenever Federal dollars are used in any phase of a project, such as planning, engineering, environmental studies, or construction. **The Uniform Act must be followed even if there is NO Federal funding in the Right-of-Way phase.** State's Relocation Assistance Act, Neb. Rev. Stat. §§ 76-214 to 76-1238 applies on all projects.

12.2 Costs

Any eligible actual Right-of-Way costs incurred by LPA shall be billed to State for reimbursement in accordance with the SECTION 18. FINANCIAL RESPONSIBILITIES in this Agreement.

12.3 Encroachments

Federal law requires that the right-of-way for a Federal-aid project must be dedicated exclusively to the transportation use for which the project is to be constructed. State will not advertise for, or hold, a bid letting for LPA's project until the existing ROW has been cleared of all encroachments. LPA, at no cost to the project, shall clear the entire existing Right-of-Way of this project of any private or non-LPA uses or occupancy of the area above, below, or on the existing Right-of-Way. LPA agrees to take all necessary actions, including but not limited to (1) bringing appropriate legal proceedings to remove encroachments if the owner has no right to occupy the public ROW, (2) to acquire and pay for the removal of encroachments when the owner's right to occupy public ROW is clear, or (3) to litigate or otherwise resolve all disputed claims to State's satisfaction at LPA's sole cost. LPA understands that after the project is completed, LPA shall keep the project ROW free of future public or private encroachments or uses. LPA shall communicate regularly with State about the status of LPA's efforts to remove all encroachments identified on the project

12.4 Land Corners

LPA shall fully cooperate with State and the project consultants to locate and reference or have located and referenced all section corners, quarter section corners and subdivision lot corners that may be affected by the construction of the proposed project in accordance with Section 39-1708 et. seq., R.R.S. 1943 as amended.

12.5 Special Assessments

Prior to initiating a special assessment on a Federal-aid project, LPA shall notify State of LPA's proposed assessment. A special assessment levied as part of this Federal-aid project shall be conducted as described in this section.

LPA is required to provide to State documentation for each of the four points noted below. LPA is also required to follow all the terms of the Uniform Act in the acquisition of right-of-way for this Federal-aid project.

"When federal funds participate in a project, an LPA may not levy a special assessment, solely against those property owners from whom acquisitions are made for the public improvement, for the primary purpose of recovering the compensation paid for the real property. This recapture of compensation would constitute a form of forced donation, which is coercive and thus not permitted

under the Uniform Act. However, an LPA may levy an assessment to recapture funds expended for a public improvement, provided the assessment is levied against all properties in the taxation area or in the district being improved and provided it is consistent with applicable local ordinances.”

LPA needs to confirm there is no Uniform Act violation by documenting the following:

- The affected property owners will be provided just compensation for their property as required by the Federal and State Constitutions and reiterated in the Uniform Act.
- The acquisition costs will be paid by LPA and property owners made aware they will not be assessed the cost to acquire their property needed for the project.
- The purpose of the special assessment is not to recover the acquisition costs.
- The assessment will not be arbitrarily imposed on selected property owners in the special improvement district in response to their demand for just compensation or that the assessment will be implemented in a way that differs from the way other like assessments have been imposed under similar circumstances.

The project files must contain documentation affirming the above bulleted items.

12.6 Reimbursement of LPA's Right-of-Way

LPA is not expected to incur any reimbursable ROW costs for this project. However eligible ROW expenses include appraisal fees, title research fees, ROW Consultant fees, tract acquisition costs, reasonable relocation assistance costs, condemnation awards and Board of Appraisers fees. Additional expenses for condemnation proceeding or District Court Trial may be reimbursed to LPA on a case-by-case basis. All required documentation of Chapter 7 of State's Right-of-Way Manual must be submitted to and approved by State Right of Way Division in order for LPA's ROW expenses to be reimbursed. All requests for ROW reimbursement should be submitted to State on ROW Form AP-23, along with supporting documents. One form needs to be completed for each property tract on the project.

SECTION 13. RAILROAD

This section has intentionally been left blank in this contract.

SECTION 14. UTILITIES

14.1 Utility facilities installed, relocated, or rehabilitated within the Right-of-Way for this project must be completed in accordance with the provisions of Federal-aid Highway Policy Guide, 23 C.F.R. § 645A, “Utility Relocations, Adjustments and Reimbursement”, and Federal-Aid Policy Guide, 23 CFR 645B, “Accommodation of Utilities” issued by the U.S. Department of Transportation, Federal Highway Administration, and State's “Policy for Accommodating Utilities on State Highway Right-of-Way.” Further, LPA utility work shall be performed in conformance with the Buy America provisions found at 23 U.S.C § 313 and applicable regulations in 23 C.F.R § 635.410. LPA's project utility work shall also follow the current “Policy for Accommodating Utilities on State Highway Right-of-Way” and the LPA Guidelines Manual. In order for the utility work to be eligible for

Federal-aid, a utility agreement between LPA and the Utility will need to be executed by both parties and approved by State. A Notice to Proceed given by State to LPA must be obtained prior to beginning the utility rehabilitation or utility installation work. State's standard utility agreement (State Template AGR167) must be used; a copy of this Agreement can be obtained from the LPD Project Coordinator.

14.2 All eligible non-betterment municipally owned and operated utility rehabilitation costs within the corporate limits of LPA will become a project cost. Outside the corporate limits, the non-betterment portion of utility rehabilitation costs will become a project cost for facilities occupying private property.

Further, there will be no Federal reimbursement for utility facilities if they are located on existing public Right-of-Way, unless a right to future reimbursement was retained in the prior project; however, non-betterment costs of privately owned and operated utilities that serve a public interest will be reimbursed if they exist on private property and it becomes necessary to rehabilitate the utilities due to this project. All such reimbursements will be based on items and actual costs submitted by the utility and approved by LPA and State up to the amount of federal funding obligation obtained by State.

14.3 LPA Owned Utilities

14.3.1 Waterlines and Sanitary Sewer Lines – Along and under the project route

LPA or the project consultant will be responsible for designing the location within the new project of any waterlines or sewer lines that are located along and under the transportation project route. If applicable, LPA shall cooperate with and provide the design consultant with the non-location design items, such as type, size and needed accessories, for any lines of these types.

14.3.2 All other Utility Facilities – Along or crossing the project

The eligible non-betterment costs of the necessary rehabilitation of all other LPA owned utility facilities shall be a project cost. No LPA owned utility rehabilitation work shall be performed by LPA prior to State obtaining Federal authorization and receipt of a Notice to Proceed; any work performed by LPA prior to receipt of Notice to Proceed will not be eligible for Federal-aid. **LPA shall develop the rehabilitation plan for the other LPA owned facilities affected by the project and submit the plan to State for review and approval.** State may either (1) allow LPA to separately construct the other LPA owned utility rehabilitation plan, or (2) incorporate the other LPA owned utility rehabilitation plan into the plans for the transportation project to be constructed by the project construction contractor. When LPA separately constructs the other LPA owned utility rehabilitation, LPA shall submit to State its final invoice for the utility rehabilitation for State's review and reimbursement of actual eligible costs.

14.4 Non-LPA Owned Utilities

LPA shall develop a Utility Rehabilitation Agreement for LPA to approve and sign with each non-LPA owned Utility Company that has utility facilities that may be affected by the project construction. **LPA shall formally approve and sign all Utility Rehabilitation Agreements with non-LPA owned utilities.** The agreements will require the owner of the utility facilities to develop a plan and schedule the completion of a project for the necessary rehabilitation of each facility caused by the project. State will reimburse the eligible non-betterment rehabilitation costs incurred by the non-LPA owned utility. LPA shall take all actions State deems necessary to comply with any utility rehabilitation agreement(s) on this project, including enforcing the utility rehabilitation work schedule to avoid to the maximum extent possible any conflict with the project construction contractor's schedule.

14.5 State Highway Right-of-Way

Any project utility work to be completed within a State Highway ROW will require LPA to obtain approval and a form of a letter of authorization or a permit from State. State shall assist LPA with contacting State's local District Engineer or Permits Officer to determine if a permit or permits are needed for the project and to make application for any needed permits to the District Engineer.

SECTION 15. FINAL PLANS, BID LETTING AND CONSTRUCTION

15.1 Plans, Specifications and Estimates (PS&E)

LPA is solely responsible for the accuracy and completeness of the PS&E package for LPA's project. Approximately five months prior to the targeted letting date, LPA shall submit a complete final plans package (including, but not limited to the following documents; 100 percent plans, specifications, engineers' estimate, status of utilities, status of environmental commitments, environmental permits, right-of-way certificate) to State's Local Projects Division Project Coordinator for review. The PS&E package will be reviewed by State. LPA shall promptly make, or cause to be made, any necessary or requested changes and provide all required certifications, in order for the PS&E package to be ready for advertisement to meet the targeted date of the bid letting.

15.2 Bid Letting and Award of Construction Contract

State, on behalf of LPA, will provide State's standard notice to bidders and will conduct a bid letting for LPA's Federal-aid project following State's bid letting and award procedures. State will recommend, for LPA's review and approval, its determination of the apparent low bidder for the project, except when State rejects all bids. LPA must provide a resolution concurring with the selection of the low bidder before State will issue the construction contract for signing. LPA shall sign the construction contract with the selected contractor and will issue all applicable purchasing agent appointments and tax exempt certificates for this project.

15.3 Construction and Construction Engineering

LPA agrees to cause the project to be constructed in compliance with the approved PS&E package, State approved change orders, and applicable rules, regulations and statutes. The construction of this project will require a) the services of the RC as LPA's representative, b) construction oversight by a licensed professional engineer (see Neb.

Rev. Stat. § 81-3445), and c) a State Representative from the District whose review of the project's construction will relate solely to the eligibility of the project for federal funding.

Trans*Port SiteManager shall be used as the construction record-keeping system for construction and construction engineering services for this project. The RC and construction Consultants must complete State's training in the use of Trans*Port SiteManager software.

LPA will be solely responsible for all construction engineering on this project. The construction engineering is an eligible project expense and includes, but is not limited to; construction management, staking, inspection and field testing. This work may be accomplished by LPA, or a Consultant selected by LPA, following the process set out in SECTION 7. PROCUREMENT OF PROFESSIONAL SERVICES. The scope of services and associated costs will be set out in a Professional Services Agreement using State's standard template agreement. Construction engineering services will not be eligible for Federal funding if performed prior to: 1) execution of said agreement, 2) Federal authorization of funding, and 3) receipt of a written Notice to Proceed.

SECTION 16. PROJECT COMPLETION, ACCEPTANCE, AUDIT, AND FINAL SETTLEMENT

16.1 Tentative Final Acceptance

Consultant, or LPA providing the construction engineering, shall notify the RC in writing when all contract work is complete and ready for inspection. RC shall, within one week, inspect the work for conformance with the construction contract. Within one week of acceptance of the work by LPA, LPA shall issue a Tentative Final Acceptance letter to the Contractor, with a copy to State, advising them that all contract work has been tentatively accepted.

16.2 NDOT Form 91 - Notification of Contract Completion

Upon receipt by State of LPA's Tentative Final Acceptance letter to the Contractor, State's District Engineer will prepare and distribute a NDOT Form 91. Consultant or LPA providing construction engineering services may only incur expenses for up to 45 days following the construction completion date sited on the NDOT Form 91 or the Tentative Final Acceptance letter.

16.3 NDOT Form 299 – Project Construction Conformity Certification

When the project final records are ready to be submitted to State for approval, LPA and, when applicable, LPA's Consultant shall certify project construction conformity by signing the NDOT Form 299. LPA shall submit the NDOT Form 299, one set of As-Built Plans (per the Nebraska Department of Transportation Construction Manual) and all final records to State Representative.

State Representative assigned to the project will then conduct a final review of the project and determine whether the project meets federal program requirements. If State Representative determines the project meets federal requirements, State Representative will submit the NDOT Form 299, the final records, and one set of As-Built Plans to State Construction Division – Final Review Section. If State Representative determines the project does not meet federal program requirements, State Representative will notify LPA's RC in writing of what must be done to bring the project into compliance.

State Construction Division – Final Review Section will review and approve the final package, and when approved, will sign the NDOT Form 299 and distribute it to the NDOR Controller Division, to provide notification of project closeout and to request final payment to the Contractor.

16.4 Audit and Final Settlement with LPA

- 16.4.1 If deemed necessary, an audit will be performed by State to determine whether the actual costs incurred on the project are eligible for reimbursement with Federal Funds. LPA shall cooperate fully with State and shall provide any relevant information necessary to complete the final audit of the project. LPA shall take any actions necessary to resolve any issues involved with the audit of the project.
- 16.4.4 The amount of the final settlement between State and LPA will be LPA's share of the total eligible project costs, plus all ineligible project costs, less the total local funds previously paid to State by LPA.
- 16.4.5 If LPA's calculated share is more than the amount of local funds previously paid to State, State will bill LPA for the difference. LPA agrees to pay the amount due State within thirty (30) days of receipt of invoice.
- 16.4.6 If LPA's calculated share is less than the amount of local funds previously paid to State, State will reimburse LPA for the difference.

SECTION 17. MAINTENANCE AND ENVIRONMENTAL COMMITMENTS

LPA accepts sole responsibility for maintenance of the project after tentative acceptance of the project. LPA shall provide all future maintenance of the project consistent with the requirements for a Federal-aid project. LPA also accepts responsibility for meeting all project environmental and other commitments and responsibilities required by contract, permit, and environmental document or by federal or state law. LPA will release and hold harmless State and FHWA from any suits brought against State arising out of LPA's operation and maintenance of or related to the project.

SECTION 18. FINANCIAL RESPONSIBILITY

18.1 General

LPA intends that its project be developed so that the project costs will be eligible for partial reimbursement with Federal-aid funds. The Parties understand that no State funds will be used to finance the costs of LPA's project. LPA understands that payment for the costs of this project, whether they be services, engineering, ROW, utilities, material or otherwise, are the sole responsibility of LPA when Federal participation is not allowable or available or if the project is subsequently determined to be ineligible for Federal-aid funding. Therefore, if the Federal government declines to participate in the project or any portion of the project, LPA is responsible for full project payment with no cost or expense to State in the project or in the ineligible portion of the project. Should the project be abandoned before completion by LPA, LPA shall pay or repay State for all costs incurred by State or reimbursed with Federal-aid funds prior to such abandonment.

18.2 Total Project Costs and Funding Commitments

The total cost of the project is currently estimated to be \$2,058,040.00 as set out in the table below:

ESTIMATED PROJECT FUNDING						
	FFY of TIP/STIP	Federal	Local Match	Nonparticipating	Other	Total
PE Phase	2019					
PE		\$108,277.00	\$27,069.00			\$135,346.00
NEPA		\$24,000.00	\$6,000.00			\$30,000.00
Final Design	2020	\$32,483.00	\$8,121.00			\$40,604.00
RC						
NDOT		\$8,000.00	\$2,000.00			\$10,000.00
PE Subtotal		\$172,760.00	\$43,190.00			\$215,950.00
ROW	2020	\$9,680.00	\$2,420.00			\$12,100.00
Utilities	2021	\$48,725.00	\$12,181.00			\$60,906.00
Construction	2021	\$1,218,118.00	\$304,529.00			\$1,522,647.00
CE Phase						
CE		\$182,718.00	\$45,680.00			\$228,398.00
RC						
NDOT		\$14,432.00	\$3,607.00			\$18,039.00
CE Total		\$197,150.00	\$49,287.00			\$246,437.00
TOTAL		\$1,646,433.00	\$411,607.00			\$2,058,040.00

Both LPA and State recognize this is a preliminary estimate and the final cost may be higher or lower. In order to exceed the costs obligated for some of the phases set out above, LPA must seek and obtain, from State, additional Federal funding obligation by:

- Submitting a detailed cost estimate, when applicable, and receiving State's approval of such estimate,
- Receiving notification from State that additional Federal Funds have been obligated,
- Receipt of a notice to proceed from State to incur costs, if applicable

18.3 LPA Responsibility

LPA understands that payment for the costs of this project, whether they be services, engineering, Right-of-Way, utilities, material or otherwise, are the sole responsibility of LPA when Federal participation is not allowable or available or if the project is subsequently determined to be ineligible for Federal-aid funding. Therefore, when the Federal government refuses to participate in the project or any portion of the project LPA is responsible for full project payment with no cost or expense to State in the project or in the ineligible portion of the project. Should the project be abandoned before completion, LPA shall pay or repay State for all costs incurred by State prior to such abandonment.

18.4 Reimbursement of Costs Incurred by LPA

LPA incurred project costs of the five (5) types listed in this section may be eligible for reimbursement from Federal-aid funds for this project if:

- LPA submits a detailed cost estimate, when applicable, and State approves such estimate,
- State has obtained Federal Funds obligation,

- State issues notice to proceed to LPA to incur costs. Work performed on the project prior to receipt of the Notice-to-Proceed is ineligible for Federal-aid reimbursement, and
- LPA submits invoices no more frequently than monthly. LPA is responsible for submitting for reimbursement the total actual costs expended that are eligible for Federal-aid. State, on behalf of FHWA, will review the costs submitted and determine what costs are eligible for reimbursement. State will reimburse LPA for the Federal share of the eligible actual costs. LPA shall retain detailed cost records supporting all invoices, and shall submit those records to State upon request.

The criteria contained in Part 31 of the Federal Acquisition Regulations System (48 CFR 31) will be applied to determine whether the costs incurred by LPA are allowable under this Agreement, including any Professional Services agreements.

18.4.1 LPA Project oversight costs

Project oversight costs include: direct costs, such as compensation of LPA employees for their time devoted and related directly to the performance of the project phase for which the federal-aid was approved; cost of materials consumed as part of the project; and indirect costs, with an approved Indirect Cost Allocation Plan as outlined in the LPA Guidelines Manual for Federal Aid Projects. If LPA wishes to be reimbursed for these costs, State will request an initial Federal funding obligation of \$5,000 for this purpose, so that LPA may commence work immediately following receipt of a notice to proceed from State prior to performing any work which would result in exceeding the initial \$5,000 Federal funding authorization.

If additional reimbursement is desired by LPA, LPA must submit a detailed cost estimate for approval by State. If approved, State will request an adjustment to the Federal funding obligation.

18.4.2 LPA provided professional services

Professional services provided by LPA, such as preliminary engineering and construction engineering, require execution of a Professional Services Agreement to identify the services to be provided by LPA and associated costs.

Any Professional Services performed prior to Federal authorization and receipt of a Notice to Proceed will not be eligible for Federal-aid.

18.4.2 Non-betterment Utility Relocation Costs

Certain utility relocation costs incurred by LPA may be eligible for reimbursement from Federal-aid funds. Reimbursement of these costs require LPA to execute a Utility Agreement with the applicable utility using State's template agreement, which shall identify the services to be provided by the utility and associated costs. **Any utility work performed prior to Federal authorization and receipt of a Notice to Proceed will not be eligible for Federal-aid.**

18.4.3 Right-of-Way

Certain right-of-way costs incurred by LPA may be eligible for reimbursement from Federal-aid funds. Eligible ROW expenses include, but are not limited to, appraisal fees, title research fees, ROW Consultant fees, tract acquisition costs, reasonable relocation assistance costs, condemnation awards and Board of Appraisers' fees. Additional expenses for condemnation proceedings or District Court Trials may be reimbursed to LPA on a case-by-case basis.

If LPA uses ROW service providers, LPA shall execute an agreement using State's template agreement, which shall include a detailed scope of services and associated costs. **Any right-of-way costs incurred prior to Federal authorization and receipt of a Notice to Proceed will not be eligible for Federal-aid.**

18.4.4 Railroad

Certain railroad costs incurred by LPA may be eligible for reimbursement from Federal-aid funds. Reimbursement of these costs require LPA to execute a Railroad Agreement with the applicable railroad using State's template agreement, which shall identify the services to be provided by the railroad and associated costs. **Any railroad work performed prior to Federal authorization and receipt of a Notice to Proceed will not be eligible for Federal-aid.**

18.5 Payment of Consultant Professional Services by State

When LPA uses consultant professional services for this project, the costs of these services may be eligible for payment from Federal-aid funds. For State to pay for these professional services, LPA must execute an agreement with the service provider using State's template agreement. Such agreement shall include a detailed scope of services and fee proposal. State shall pay the consultant directly, with Federal and local funds, for any eligible costs. Any non-participating costs, or costs determined to be ineligible, shall be the sole responsibility of LPA and LPA shall reimburse State for any such costs paid to the Consultant. **Any professional services performed prior to Federal authorization and receipt of a Notice to Proceed will not be eligible for Federal-aid.**

18.6 Payment of Construction Costs by State

All project contractor construction costs will be paid directly to the contractor by State, on behalf of LPA. Progress invoices and final invoices shall be prepared by the RC or Consultant using **Trans*Port SiteManager Software**. All progress estimates and final estimates must be approved by the RC prior to submittal to State Representative for funding approval and processing of payments.

18.7 State Incurred Costs

The expense incurred by State employees to perform tasks related to the development and construction of this project may be part of the cost of the project. LPA shall be responsible for such costs as charged by State employees; however, these costs are eligible for Federal-aid participation up to the maximum amounts outlined below.

The maximum amount for which Federal Funds will participate in State incurred costs are:

1. PE Phase (including ROW Design activities)

Upon execution of this Agreement, State may obligate up to a maximum of \$10,000, allocated in accordance with the table above, for State incurred PE Phase services.

2. Construction Phase

State will request an obligation of Federal Funds equal to 1% of the estimated construction costs or \$5,000, whichever is greater, allocated in accordance with the table above, for Construction Phase services. State will request an additional obligation of Federal Funds of \$2,500 for internal audit costs incurred by State.

LPA shall be solely responsible for any State incurred costs 1) exceeding the Federal share of the obligated funds, 2) not eligible for reimbursement for any reason, or 3) for which an obligation is not obtained.

18.8 LPA Project Budget and Invoicing by State

18.8.1 LPA will earmark and place in its fiscal budget an amount sufficient to fund LPA's project commitments as shown in subsection A. above.

18.8.2 At times determined by State, and after execution of this Agreement, State will invoice LPA for some or LPA's entire share of State incurred preliminary engineering project costs. After execution of a professional consultant services agreement for this project, State will invoice LPA their share of the total agreement amount.

18.8.3 Upon award of the construction contract, State will invoice LPA their share of the construction contract plus contingencies and construction engineering (includes \$2,500 audit costs), and any unbilled preliminary engineering expenses, unless other arrangement have been agreed upon by the Parties. LPA shall pay State within 30 calendar days of receipt of invoice from State.

18.9 Audit and Final Cost Settlement

18.9.1 Final reimbursement requests must be made within 60 days after LPA has filed a completed State DR Form 299 with State. Any invoices submitted after the 60 calendar days will be ineligible for reimbursement.

18.9.2 The final settlement between State and LPA will be made after final funding review and approval by State and after an audit, if deemed necessary, has been performed to determine eligible actual costs. Refer to the SECTION 16. PROJECT COMPLETION, ACCEPTANCE, AUDIT, AND FINAL SETTLEMENT of this Agreement for additional information.

18.10 Project Withdrawal

If LPA withdraws the project for any reason, LPA shall (a) repay State all Federal-aid funds that have been expended for the project and (b) pay State for all of State's costs associated with the project that have not been reimbursed.

SECTION 19. SUSPENSION OR TERMINATION

19.1 Suspension.

State, in its sole discretion, reserves the right to suspend LPA's project when State determines that there are issues related to responsiveness, quality, project monitoring, eligibility or compliance with the terms of this Agreement that must be corrected by

LPA. Suspension of the project may include, but is not limited to, State declaring LPA's continued work on the project ineligible for reimbursement and State discontinuing assistance with and review of LPA's work on the project. State shall provide LPA with notice of the suspension including (1) a description of the reason(s) for the suspension, (2) a timeframe for LPA to correct the deficiencies, and (3) a description of the actions that must be taken for State to revoke the suspension.

A suspension may also be imposed by State for any of the reasons listed in the Termination subsection below.

Failure to correct the deficiencies identified in a suspension will be grounds for the loss of eligibility for federal funding for the project and for termination of this Agreement.

19.2 Termination.

This Agreement may be terminated as follows:

- a. State and LPA, by mutual written agreement, may terminate the Agreement at any time for any reason.
- b. State may terminate this Agreement for the following reasons:
 1. A decrease or shift in available federal-aid funding that will, in the sole discretion of State, make it unlikely or impossible for this project to be prioritized to receive federal-aid funding.
 2. When LPA's project has not been properly advanced as evidenced by the occurrence of any of the following events:
 - a) LPA has not sought reimbursement from State for any RC or other eligible project costs for a period of one year.
 - b) LPA has not advanced the project to Right-of-Way acquisition or construction within the time periods set out in 23 USC Section 102(b) and 23 CFR Part 630.112(c)(2) (10 years), and 23 USC Section 108 (a)(2) and 23 CFR Part 630.112(c)(2) (20 years). (See also the FHWA Federal-Aid Policy Order number 5020.1, dated April 26, 2011.)
 - c) LPA's designated RC has not met all RC qualification requirements for the project by the time specified by State.
 - d) LPA has failed to replace the RC with an RC approved by State within 30 days during the design stage or 10 days during the project letting or construction stages, from when the RC leaves, or is removed from the project for any reason.
 - e) LPA either (1) informs State that it is unwilling to use condemnation to acquire any of the property interests needed to construct the project, or (2) does not move promptly to acquire the needed property rights.
 - f) LPA has failed to take any action deemed necessary by State for the project to be ready for the targeted letting date within the year specified in the STIP.
 - g) LPA has not included the project or project phases within LPA's one or six year plans or, when applicable, within LPA's Transportation Improvement Program (TIP), in the correct fiscal year.

3. LPA's failure to meet the requirements for Federal-aid local projects found in federal, state, or local law or policy, or the requirements of the LPA Guidelines Manual.
4. A notice or declaration of FHWA or State that any part of the project is or has become ineligible for federal funding.
5. LPA's failure to sign any State requested project documents in a timely manner.
6. LPA's failure to pay in full the local share specified in any agreement within 30 days after receipt of an invoice from State.
7. LPA's breach of a provision of this Agreement.
8. LPA's failure to cause the project to be constructed according to the approved project plans and specifications.

- c. LPA may terminate the Agreement upon sixty (60) days written notice of termination to State, subject to LPA meeting the conditions of paragraph 5 below.
- d. Prior to State terminating this Agreement, State shall provide written notice to LPA of the basis for termination and, when determined applicable by State, provide LPA sixty (60) days to properly resolve all issues identified by State.
- e. Whenever the project is terminated for any reason, LPA shall (a) repay State all Federal-aid funds that have been expended for the project and (b) pay State for all of State's costs associated with the project that have not been reimbursed under e.(a). Further, LPA will thereafter be solely responsible for all costs associated with LPA's project.

SECTION 20. FEDERAL AUDIT REQUIREMENT

- 20.1 The funding for the project under this Agreement includes federal monies from the FHWA. According to the Single Audit Act Amendments of 1996 and the implementing regulations contained in 2 CFR, Subtitle A, Chapter 2, Part 200, Subpart F (hereinafter Part 200), the Part 200 Audit is required if the non-federal entity expends \$750,000 or more in total federal awards in a fiscal year. Non-federal entity means state and local governments and non-profit organizations.
- 20.2 LPA shall comply with this Single Audit mandate as described in Section 20.1. Any federal funds for LPA projects paid directly to contractors and consultants by State, on behalf of LPA, will be reported on State's schedule of expenditures of federal awards (SEFA) and need not be reported by LPA (as per FHWA's February 16, 2012 letter and State's February 24, 2012 letter). If a Part 200 audit is necessary, the expenditures related to the federal funds expended under this project should be shown in the report's Schedule of Expenditures of the Federal Awards (SEFA).
- 20.3 If necessary, the Federal award information needed for the SEFA includes:

Federal Grantor: U.S. Department of Transportation – Federal Highway Administration

Pass-Through Grantor: Nebraska Department of Transportation

Program Title: Highway Planning and Construction (Federal-Aid Highway Program)

CFDA Number: 20.205

Project Number: TAP-77(61)

20.4 If a Part 200 Audit is submitted by LPA, LPA shall notify the Nebraska Department of Roads, Highway Audits Manager, at P.O. Box 94759, Lincoln, NE 68509-4759 when the audit reporting package and the data collection form have been submitted to the Federal Audit Clearinghouse (FAC) website.

SECTION 21. COMMITMENT TO CONTINUED USE OF TRANSPORTATION FACILITY

LPA has requested Federal-aid funds for this project based on a specific need for the construction or improvement of a street, road, highway, bridge, trail, or other transportation facility. If the project is constructed, LPA commits to use the project facility to meet the specific need that was the basis for the expenditure of Federal-aid funds. LPA shall submit to State, for review and approval, any proposed changes to LPA routes which affect the function or operation of the project facility either during construction or after the project is completed.

SECTION 22. INDEMNITY

LPA agrees to hold harmless, indemnify, and defend State and FHWA against all liability, loss, damage, or expense, including reasonable attorney's fees and expert fees, that State and/or FHWA may suffer as a result of claims, demands, costs, or judgments arising out of LPA's project and the terms of this Agreement.

SECTION 23. TRAFFIC CONTROL

LPA shall be responsible for the development, installation, and monitoring of the traffic control plan for the project, and for project related detours, before, during and after construction. Traffic control must conform to the current adopted Manual on Uniform Traffic Control Devices. LPA's RC shall monitor the construction work zone to confirm that the traffic control devices remain in conformance with the traffic control plan. LPA shall certify that all permanent traffic control devices on the completed project have been properly installed. LPA

SECTION 24. CONFLICT OF INTEREST LAWS

LPA 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 the project to remain fully eligible for State or Federal funding. LPA should review, understand and follow the instructions provided in the **NDOR CONFLICT OF INTEREST GUIDANCE DOCUMENT FOR LPA OFFICIALS, EMPLOYEES & AGENTS FOR LOCAL FEDERAL-AID TRANSPORTATION PROJECTS** located on State website at the following location:
<https://dot.nebraska.gov/media/7349/coi-guidance-doc-lpa.pdf>

LPA must also complete and sign the **NDOR CONFLICT OF INTEREST DISCLOSURE FORM FOR LPAS FOR LOCAL FEDERAL-AID TRANSPORTATION PROJECTS**, for each project. This form is located on State website at the following location:
<https://dot.nebraska.gov/media/7349/coi-guidance-doc-lpa.pdf>

Consultants and subconsultants providing services for LPA's, or submitting proposals for services, shall submit a Conflict of Interest Disclosure Form for Consultants. Consultants and subconsultants shall submit a revised form for any changes in circumstances, or discovery of any additional facts that could result in someone employed by, or who has an ownership, personal, or other interest with Consultant or subconsultant having a real or potential conflict of interest on an LPA federal-aid transportation project.

SECTION 25. DRUG FREE WORKPLACE

LPA shall have an acceptable and current drug-free workplace policy on file with State.

SECTION 26. RECORDS RESPONSIBILITY

LPA shall keep a project file for this project and keep and maintain all correspondence, files, books, documents, papers, field notes, quantity tickets, accounting records and other evidence related to costs incurred. LPA shall make such material available at its office at all reasonable times during the contract period and for at least three years from the date of final cost settlement under this Agreement; such records must be available for inspection by State and the FHWA or any authorized representatives of the Federal government, and LPA shall furnish copies to those mentioned in this section when requested to do so.

SECTION 27. FAIR EMPLOYMENT PRACTICES

If LPA performs any part of the work on this project, LPA shall abide by the provisions of the Nebraska Fair Employment Practices Act as provided by Neb. Rev. Stat. §§ 48-1101 to 48-1126, and all regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49 CFR, Parts 21 and 27 as set forth in the SECTION 31. TITLE VI NONDISCRIMINATION CLAUSES of this Agreement. The reference to "Contractor" in this section also means the "LPA".

SECTION 28. DISABILITIES ACT

LPA agrees to comply with the Americans with Disabilities Act of 1990 (P.L. 101-366), as implemented by 28 CFR 35, which is hereby made a part of and included in this Agreement by reference.

SECTION 29. LAWFUL PRESENCE IN USA AND WORK ELIGIBILITY STATUS PROVISIONS

LPA agrees to comply with the requirements of Neb. Rev. Stat. §§ 4-108 to 4-114 with its Federal-aid project, including, but not limited to, the requirements of § 4-114(2) to place in any contract it enters into with a public contractor a provision requiring the public contractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within State of Nebraska.

SECTION 30. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

30.1 Policy

LPA shall ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal Funds under this Agreement.

30.2 Disadvantaged Business Enterprises (DBEs) Obligation

LPA and State shall ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal Funds provided under this Agreement. In this regard, LPA shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. LPA shall not

discriminate on the basis of race, color, sex, age, disability, or national origin in the award and performance of FHWA assisted contracts.

LPA, acting as a sub-recipient of Federal-aid funds on this project shall adopt the disadvantaged business enterprise program of State for the Federal-aid contracts LPA enters into on this project.

Failure of LPA to carry out the requirements set forth above shall constitute breach of contract and, after the notification of the FHWA, may result in termination of the agreement or contract by State or such remedy as State deems appropriate.

SECTION 31. TITLE VI NONDISCRIMINATION CLAUSES

During LPA's performance of work under this Agreement, LPA, for itself, its assignees and successors in interest agrees as follows:

- 31.1 **Compliance with Regulations:** LPA shall comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Parts 21 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- 31.2 **Nondiscrimination:** LPA, with regard to the work performed by it after award and prior to completion of the contract work, shall not discriminate on the basis of disability, race, color, sex, age, disability, religion or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. LPA shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix "A," "B," and "C" of Part 21 of the Regulations.
- 31.3 **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by LPA for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by LPA of LPA's obligations under this Agreement and the Regulations relative to nondiscrimination on the basis of disability, race, color, sex, religion or national origin.
- 31.4 **Information and Reports:** LPA shall provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by State or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, LPA shall so certify to State, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
- 31.5 **Sanctions for Noncompliance:** In the event of LPA's noncompliance with the nondiscrimination provisions of this Agreement, State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including but not limited to,
 - (a) Withholding of payments to LPA under this Agreement until LPA complies, and/or
 - (b) Cancellation, termination or suspension of this Agreement, in whole or in part.

31.6 **Incorporation of Provisions:** LPA shall include the provisions of Sections 31.1 through 31.6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. LPA shall take such action with respect to any subcontract or procurement as State or FHWA 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 supplier as a result of such direction, LPA may request State enter into such litigation to protect the interests of State, and in addition, LPA may request the United States to enter into such litigation to protect the interests of the United States.

SECTION 32. ENTIRE AGREEMENT

This Agreement embodies the entire agreement of the Parties. There are no promises, terms, conditions, or obligations other than contained herein, and this Agreement supersedes all previous communications, representations, or other agreements or contracts, either oral or written hereto.

IN WITNESS WHEREOF, the Parties hereby execute this Agreement pursuant to lawful authority as of the date signed by each party.

EXECUTED by LPA this _____ day of _____, 2018.

WITNESS:

CITY OF LA VISTA
Douglas Kindig

LPA Clerk

Mayor

EXECUTED by State this _____ day of _____, 2018.

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION
Mick Syslo, P.E.

Materials & Research Engineer



EXHIBIT "A"

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
SEPTEMBER 4, 2018 AGENDA

Subject:	Type:	Submitted By:
BID AWARD – GUN RANGE FENCE REPLACEMENT	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JEFF CALENTINE DEPUTY DIRECTOR OF PUBLIC WORKS

SYNOPSIS

A resolution has been prepared to award a contract to American Fence Company of Omaha, Nebraska for furnishing labor and materials for the replacement of the fence at the Police Department gun range, in an amount not to exceed \$13,408.26.

FISCAL IMPACT

The FY 17/18 Biennial Budget provides funding for the proposed project.

RECOMMENDATION

Approval

BACKGROUND

In 2016 the Natural Resources District did some upgrades to the Thompson Creek levee along the south side of the La Vista Sports Complex. This work required the removal of the Police Department's gun range. This year the Public Work's Department did some bunker storage upgrades and added an earthen berm on the backside of the bunkers where a new gun range could be located. This work is finishing up and this project would add protective fencing for the new gun range.

RESOLUTION NO. ____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AWARDING A CONTRACT TO AMERICAN FENCE COMPANY, OMAHA NEBRASKA FOR FURNISHING LABOR AND MATERIAL FOR THE REPLACEMENT OF THE FENCE AT THE POLICE DEPARTMENT GUN RANGE IN AN AMOUNT NOT TO EXCEED \$13,408.26.

WHEREAS, the City Council of the City of La Vista has determined that the replacement of the fence at the Police Department gun range is necessary; and

WHEREAS, the FY17/18 Biennial Budget provides funding for the replacement; and

WHEREAS, bids were solicited and two bids were received; and

WHEREAS Subsection (C) (9) of Section 31.23 of the La Vista Municipal Code requires that the City Administrator secures Council approval prior to authorizing any purchase over \$5,000.00;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska award the contract to American Fence Company, Omaha, Nebraska for furnishing labor and material for the replacement of the fence at the Police Department gun range in an amount not to exceed \$13,408.26.

PASSED AND APPROVED THIS 4TH DAY OF SEPTEMBER, 2018.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk



Eric Cross

AMERICAN FENCE COMPANY

7722 F Street Omaha, NE 68127 (402)896-6722 Fax(402)896-0692	1922 Delaware Des Moines, IA 50317 (515)265-6100 Fax(515)265-6108	3301 N. 35TH Street Lincoln, NE 68504 Phone: (402)467-2511 Fax: (402)467-2512	2205 E. Hwy. 30 Grand Island, NE 68802 (308)395-0793 Fax(308)395-3901	27083 Morton Court Sioux Falls, SD 57108 (605)368-9929 Fax(605)371-1771
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Date: 7/19/2018	Phone: 402-669-1372	Fax: _____	Specification for Fencing	
Customer Name: City of La Vista - Jeff Thornburg			Overall Length	Overall Height
Billing Address: 9900 Portal Road LA Vista, NE 68128			590'	6'
Location of Job: 7355 S 66th St			Wire Gauge	Dia. Corner/End Post
City: La Vista	State: NE	Zip: 68128	9 ga	3"
Cell Phone: _____	E-Mail: jthornburg@cityoflavista.org			Dia. Line Post Dia. Top Rail
Specification: Revised - Install 6' high Chain Link Fence, 1 Single Gates and 2 Double Drive Gates			2-1/2"	1-5/8"

Furnish and Install Materials

567'	6' high Chain Link Fence and Top Rail with Line, End and Gate Posts Set in Concrete Footings Include 3-Strand Barb Wire Top
1 ea	6' high x 3' wide Single Swing Gate
1 ea	6' high x 8' wide Double Drive Gate
1 ea	6' high x 14' wide Double Drive Gate

We Exclude Demolition of All Existing Fence, Posts and Gates

Project Specific Notes

- No permit, survey, staking or field verification included.
- No core drilling, rock drilling, sleeve(s) or blockage required or included.
- No brace and truss, tension wire, barb wire, middle rail, bottom rail or additional repairs included.
- No additional repairs included.
- No paint or staining included by AFC.
- Spoils from drilling will be loosely spread at each drilling site - no other fill or grading included.
- No shop drawings, engineered drawings, delegated design or engineering included.
- All staking and private utility locates must be complete prior to AFC commencing Work.

Note: Your project was estimated based on what we see. Objects below ground that interfere with your post installation will not be the responsibility of AFC such as your foundation, buried paving or pavers, roots, old fence footings, etc. Any adjustments additional materials, trips and labor will be at an additional expense.

Please contact Eric Cross at 531-329-4409 or e.cross@americanfence.com with any questions.

NOTE: NOT RESPONSIBLE FOR SPRINKLERS SYSTEMS. ESTIMATE GOOD FOR 15 DAYS.

Customer assumes full responsibility for the location of property pins, staking of the fence, and any inaccurately placed pins and/or stakes. Customer understands that AFC has staked the fence based on the proposal and/or in consideration of existing utilities that may not reflect the actual location of customers property. Customer agrees to defend, hold harmless and indemnify American Fence Co. from and against all claims, liabilities and expenses for trespass and other damage or loss arising out of the location of said fence. Customer hereby assumes full responsibility for the damage to any marked and unmarked underground utility, telephone, T.V., cable or sprinkler system pipes. If the customer requests, agrees or allows American Fence Company to locate the fence within 18 inches of any buried utilities; the customer agrees to defend, hold harmless and indemnify American Fence Company from and against all claims, liabilities and expenses as a result of damage to these utilities and related property. If the contract price is not paid when due, the customer agrees to allow American Fence Co. to trespass on to their property and remove the fence at the company's discretion. Furthermore, the customer agrees to indemnify and hold harmless the Company for any damage done to the property as a result of removal of the fence. All modifications shall be in writing and shall be affixed to the original bid. This agreement and any subsequent modification/s shall be contingent upon strikes, accidents, shortages or delays beyond the control of American Fence Co. Any time stated for installation is purely estimated. The customer agrees and accepts that AFC will not extend discounts or credits for any delays or be held responsible for interest charges on any payments made by customer. Any changes to the fence due to varying ground conditions are not the responsibility of American Fence Co. Customer to carry fire, tornado and other necessary insurance. This proposal cannot be withdrawn by customer after acceptance of proposal. American Fence Co. has the right to reject any bid. All legal and related fees accrued in an effort to collect on this account for whatever reason will be the responsibility of the customer. By signing this proposal, the customer has completely reviewed and agreed with the prices, specifications and conditions as stated herein. Furthermore, the customer is authorizing American Fence Co. to complete the work. The customer is financially responsible for cancellation fees and costs of special order materials in the event the customer elects to cancel the contract. TERMS: 60% Down. Balance due on date of completion. A service and handling charge of 5% per month-60% per annum will apply to delinquent accounts past 10 days.

Due to unprecedent steel price increases, contractor to pay for stored materials or provide for subsequent future price increases after award of contract. AFC will provide storage.

Accounts not paid within thirty days will be charged eighteen percent (18%) per annum.

We agree to provide the work in accordance with the information stated here in the amount of:

Authorized Signature:

Eric Cross

Customer/Contractor Signature:

\$13,408.26 tax excluded.

Date: 7/19/2018

Date: _____



ELKHORN FENCE CO.

P.O. Box 186

Elkhorn, NE 68022

Office 402-289-4945 / Fax 402-289-5566

To:
City of LaVista
Parks Dept.

Attn: Jeff Thornburg

Date: 4/24/18

Project Name:
West Site Fence

Elkhorn Fence proposes to supply all materials and labor to install 204 LF of 6' tall galvanized chain link fence and gate for:

\$3,979.00 + \$106.00 tax if applicable

Clarifications:

- 3" OD SS 40 terminal posts set in 12"x42" concrete footings.
- 2-3/8" OD SS 40 line posts set in 9"x 42"concrete footings.
- 1-5/8" OD SS40 top rail.
- 7ga. bottom tension wire.
- (1) 4' wide walk gates with 1-5/8" OD welded frame.
- Includes demolition and disposal of 115 LF of existing 6' fence. Concrete rubble to be piled at location as directed by the customer.

Conditions:

Fence to conform to drawings and written specifications and installed in a professional manner.

All terminal and corner points to be clearly marked prior to our crew's arrival unless otherwise indicated herein. Fence line location shall be the sole responsibility of the Owner/General Contractor.

Price includes Mobilizations to site.

Price assumes the entire fence line to be accessible by large skid-steer loader and the ability to dig post holes with hydraulic auger.

Project to be finish graded and ready for all fence installation upon notice to proceed and mobilization to the site.

This proposal to be attached to the Contract/Sub-contract as an Exhibit/Amendment to any Contract upon acceptance.

Price good for **30** days.

Submitted by: *Rob Brooks* Accepted By: _____
Rob Brooks
402-677-8677 cell

ELKHORN FENCE CO.

P.O. Box 186

Elkhorn, NE 68022

Office 402-289-4945 / Fax 402-289-5566

To:
City of LaVista
Parks Dept.

Attn: Jeff Thornburg

Date: 8/16/18

Project Name:
East Site Fence

Elkhorn Fence proposes to supply all materials and labor to install 567 LF of 6' tall galvanized chain link fence and gates for:

Clarifications:

\$9,696.00 + \$335.00 tax if applicable

- 4" OD SS 40 gate posts set in 12"x42" concrete footings (for 20' gate).
- 3" OD SS 40 terminal posts set in 12"x42" concrete footings.
- 2-3/8" OD SS 40 line posts set in 9"x 42" concrete footings.
- 1-5/8" OD SS40 top rail and trussed braces.
- 7ga. bottom tension wire.
- (1) 20' wide double drive gate with 1-5/8" OD welded frames.
- For 3 strand barbwire on top of fence **Add \$942.00**.

Conditions:

Fence to conform to drawings and written specifications and installed in a professional manner.

All terminal and corner points to be clearly marked prior to our crew's arrival unless otherwise indicated herein. Fence line location shall be the sole responsibility of the Owner/General Contractor.

Price includes Mobilizations to site.

Price assumes the entire fence line to be accessible by large skid-steer loader and the ability to dig post holes with hydraulic auger.

Project to be finish graded and ready for all fence installation upon notice to proceed and mobilization to the site.

This proposal to be attached to the Contract/Sub-contract as an Exhibit/Amendment to any Contract upon acceptance.

Price good for **30** days.

Submitted by: Rob Brooks

Rob Brooks
402-677-8677 cell

Accepted By: _____