

LA VISTA CITY COUNCIL MEETING AGENDA
September 7, 2021
6:00 p.m.
Harold “Andy” Anderson Council Chamber
La Vista City Hall
8116 Park View Blvd

- **Call to Order**
- **Pledge of Allegiance**
- **Announcement of Location of Posted Open Meetings Act**
- **Service Award: Dennis Dinan – 15 Years**

All matters listed under item A, Consent Agenda, are considered to be routine by the city council and will be enacted by one motion in the form listed below. There will be no separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.

A. CONSENT AGENDA

1. **Approval of the Agenda as Presented**
2. **Approval of the Minutes of the August 17, 2021 City Council Meeting**
3. **Request for Payment – Design Workshop, Inc – Professional Services – 84th Street Bridge – \$5,175.00**
4. **Request for Payment – Alfred Benesch & Company – Professional Services – 96th & 108th Street Pavement Rehabilitation – \$28,071.70**
5. **Request for Payment – Alfred Benesch & Company – Professional Services – 84th to 96th Street Panel Replacement – \$24,078.62**
6. **Request for Payment – DLR Group – Professional Services – La Vista City Center Parking Structure 2 – \$13,675.00**
7. **Request for Payment – Olsson, Inc – Professional Services – City Centre – \$2,120.00**
8. **Request for Payment – Thompson, Dreessen & Dorner, Inc. – Professional Services – Central Park Improvements – \$6,975.41**
9. **Request for Payment – Papio-Missouri River NRD – Professional Services – West Papio Trail, Giles Road to Millard – \$203,342.65**
10. **Request for Payment – Swain Construction – Construction Services – 96th & 108th Street Pavement Reconstruction & Rehabilitation – \$705,789.38**
11. **Request for Payment – TR Construction – Professional Services – Parkview Blvd Panel Replacement - \$259,267.43**
12. **Request for Payment – Omaha Electric Service, Inc – Professional Services – 114th and Giles - \$65,446.06**
13. **Approval of Claims**

- **Reports from City Administrator and Department Heads**
- **Sarpy/Cass Health Department Update**
- **Presentation – Thompson Creek Project – TD2**
- **Presentation – City Centre Interface Project – RDG**

B. Conditional Use Permit – John Galaska – Lots 12, 15, 16 and 17 Crossroads Addition (Portal Road between Hupp Drive and S 97th Street)

1. **Public Hearing**
2. **Resolution**

C. Fiscal Years 20/21 & 21/22 Biennial Budget

1. **Appropriations Ordinance – Amend FY21 & FY22 Municipal Budget – Final Reading**
2. **Master Fee Ordinance**
3. **Increase Base of Restricted Funds Authority**
 - a. **Public Hearing**
 - b. **Resolution**
4. **Setting the Property Tax Levy**
 - a. **Public Hearing**
 - b. **Resolution**

D. Amending the Compensation Ordinance and Setting Rates of Auto and Phone Allowance

1. **Ordinance – Amend Compensation Ordinance**
2. **Resolution – Setting Rates of Auto and Phone Allowance**

- E. Ordinance – Amend La Vista Municipal Code – Title VII: Traffic Code – §70.040 and §72.19**
- F. Resolution – Award Contract – 84th Street Redevelopment Area – Public Improvement Redevelopment Project – Offstreet Parking District No. 2 – Structure No. 2**
- G. Resolution – Approve Amendment No. 8 – Professional Services Agreement – Parking Structure No. 2**
- H. Resolution – Professional Services Agreement – Traffic Study – 84th Street City Centre/Central Park Vicinity**
- I. Resolution – Authorize Purchase – Zero Turn Mower**
- Comments from the Floor**
- Comments from Mayor and Council**
- Adjournment**

The public is welcome and encouraged to attend all meetings. If special accommodations are required, please contact the City Clerk prior to the meeting at 402-331-4343. A copy of the Open Meeting Act is posted in the Council Chamber and available in the public copies of the Council packet. Citizens may address the Mayor and Council under "Comments from the Floor." Comments should be limited to three minutes. We ask for your cooperation in order to provide for an organized meeting.



CITY OF LA VISTA

CERTIFICATE OF APPRECIATION

A CERTIFICATE OF APPRECIATION PRESENTED TO DENNIS DINAN OF THE RECREATION DEPARTMENT, FOR 15 YEARS OF FAITHFUL AND EFFICIENT SERVICE TO THE CITY OF LA VISTA.

WHEREAS, Dennis Dinan has served the City of La Vista since August 28, 2006; and

WHEREAS, Dennis Dinan'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 Dennis Dinan on behalf of the City of La Vista for 15 years of service to the City.

DATED THIS 7TH DAY OF SEPTEMBER 2021.

A handwritten signature in blue ink, appearing to read "Douglas Kindig".

Douglas Kindig, Mayor

A handwritten signature in blue ink, appearing to read "Mike Crawford".

Mike Crawford
Councilmember, Ward I

A handwritten signature in blue ink, appearing to read "Kim J. Thomas".

Kim J. Thomas
Councilmember, Ward I

A handwritten signature in blue ink, appearing to read "Ron Sheehan".

Ronald Sheehan
Councilmember, Ward II

A handwritten signature in blue ink, appearing to read "Terrilyn Quick".

Terrilyn Quick
Councilmember, Ward II

A handwritten signature in blue ink, appearing to read "Deb Hale".

Deb Hale
Councilmember, Ward III

A handwritten signature in blue ink, appearing to read "Alan W. Ronan".

Alan W. Ronan
Councilmember, Ward III

A handwritten signature in blue ink, appearing to read "Kelly R. Sell".

Kelly R. Sell
Councilmember, Ward IV

A handwritten signature in blue ink, appearing to read "Jim Frederick".

Jim Frederick
Councilmember, Ward IV



ATTEST:

A handwritten signature in blue ink, appearing to read "Pamela A. Buethe".

Pamela A. Buethe, CMC
City Clerk

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MINUTE RECORD

A-2

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

LA VISTA CITY COUNCIL MEETING August 17, 2021

A meeting of the City Council of the City of La Vista, Nebraska was convened in open and public session at 6:00 p.m. on August 17, 2021. 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, Police Captain Armbrust, City Clerk Buethe, Director of Public Works Soucie, Library Director Barcal, Recreation Director Stopak, City Engineer Dowse, Community Development Director Fountain, Finance Director Miserez, Human Resources Director Trail.

A notice of the meeting was given in advance thereof by publication in the Times on August 4, 2021. 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.

A. CONSENT AGENDA

1. APPROVAL OF THE AGENDA AS PRESENTED
2. APPROVAL OF THE MINUTES OF THE AUGUST 3, 2021 BUDGET HEARING
3. APPROVAL OF THE MINUTES OF THE AUGUST 3, 2021 CITY COUNCIL MEETING
4. APPROVAL OF THE MINUTES OF THE AUGUST 5, 2021 PLANNING COMMISSION MEETING
5. MONTHLY FINANCIAL REPORT – JUNE 2021
6. REQUEST FOR PAYMENT – LEAGUE OF NEBRASKA MUNICIPALITIES – MEMBERSHIP DUES – \$48,905.00
7. REQUEST FOR PAYMENT – DESIGN WORKSHOP, INC – PROFESSIONAL SERVICES – LA VISTA WAYFINDING – \$1,399.08
8. REQUEST FOR PAYMENT – OLSSON, INC – PROFESSIONAL SERVICES – CITY CENTRE – \$2,107.50
9. APPROVAL OF CLAIMS

ACCURATE TESTING INC, services	390.00
ACTIVE NETWORK LLC, services	65.57
ALFRED BENESCH & CO, services	47,953.78
AMAZON, supplies	485.68
AMERICAN HERITAGE LIFE INS CO, services	1,202.51
A-RELIEF, services	2,081.00
AWARDS & MORE CO, services	120.79
BARCAL, R., travel	43.12
BARCODES INC, services	964.50
BEACON ATHLETICS LLC, supplies	1,546.00
BISHOP BUSINESS EQUIPMENT CO, services	335.43
BOBCAT OF OMAHA, services	1,653.00
BODY ARMOR OUTLET LLC, apparel	4,019.70
BOOKPAGE, services	588.00
BRODART CO, supplies	7.79
BUETHE, P., travel	100.24
CCAP AUTO LEASE LTD, services	449.00
CENTER POINT INC, books	408.66
CENTURY LINK/LUMEN, phones	92.77
CERTIFIED LABORATORIES, supplies	242.50
CINTAS CORP, services	255.28
CITY OF OMAHA, services	697,440.73
CITY OF PAPIILLION, services	11,714.31

MINUTE RECORD

August 17, 2021

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

COMP CHOICE INC, services	335.00
CONRECO INC, maint.	180.00
COX COMMUNICATIONS INC, services	170.15
CPS HUMAN RESOURCE, services	725.50
CULLIGAN OF OMAHA, services	53.75
D & K PRODUCTS, maint.	2,420.63
DEARBORN NATIONAL LIFE INS CO, services	7,382.08
DELL MARKETING LP, services	393.48
DIAMOND VOGEL PAINTS, supplies	66.48
DLR GROUP, services	10,393.00
ED ROEHR SAFETY PRODUCTS CO, services	426.46
EDGEWEAR SCREEN PRINTING, apparel	2,375.00
ESSENTIAL SCREENS, services	215.30
EVENT STRUCTURE SOLUTIONS LLC, services	2,674.26
FBG SERVICE CORP, bld&grnds	5,965.00
FIKES COMMERCIAL HYGIENE LLC, supplies	60.00
FIRST STATE BANK, services	12,205.78
FITZGERALD SCHORR BARMETTLER, services	27,756.90
FLEETPRIDE, maint.	25.68
GENERAL FIRE & SAFETY EQUIP CO, bld&grnds	7,536.00
GOODWIN TUCKER GROUP, services	346.33
GRAYBAR ELECTRIC CO, services	1,093.72
GREAT PLAINS UNIFORMS, apparel	2,220.00
HARTS AUTO SUPPLY, maint.	648.00
HEARTLAND TIRES & TREADS, maint.	1,116.20
HERC RENTALS INC, services	297.78
HOBBY LOBBY, supplies	249.58
HOME DEPOT, maint.	149.00
HY-VEE INC, services	8,500.00
ID WHOLESALER, services	2,888.00
IDENTISYS INC, supplies	123.44
INGRAM LIBRARY SERVICES, books	1,627.72
INLAND TRUCK PARTS, maint.	3,000.28
INTERNATIONAL CODE COUNCIL, services	145.00
J & J SMALL ENGINE, maint.	187.60
J RETZ LANDSCAPE INC, services	3,327.29
JUSTIN KOFOED LLC, services	1,000.00
K ELECTRIC, services	1,947.76
KANOPY INC, services	151.00
KEYMASTERS LOCKSMITH, services	161.00
KIESLER POLICE SUPPLY, supplies	4,723.40
KRIHA FLUID POWER, maint.	21.56
LABRIE, DONALD P, services	675.00
LARSEN SUPPLY CO, bld&grnds	356.00
LEAGUE OF NEBR MUNICIPALITIES, services	1,758.00
LINCOLN NATL LIFE INS CO, services	6,112.39
LOGAN CONTRACTORS SUPPLY, maint.	393.23
LOU'S SPORTING GOODS, supplies	113.80
L-TRON CORP, services	1,070.25
MACQUEEN EQUIPMENT LLC, services	1,497.33
MARTIN ASPHALT - MONARCH OIL, supplies	514.30
MATHESON TRI-GAS INC, apparel	1,258.31
MECHANICAL SALES INC, bld&grnds	2,396.00
MENARDS-RALSTON, supplies	264.72
MID-AMERICAN BENEFITS INC, services	13,762.77
MIDWEST TAPE, media	65.08
MR. PICNIC, services	3,640.00
MSC INDUSTRIAL, supplies	250.68
MUZZY ICE, services	325.00
NE DEPT OF REVENUE, taxes	88,744.00

MINUTE RECORD

August 17, 2021

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

NE SOFTBALL ASSOC, services	600.00
NOLL, MARGARET M, services	270.00
OCLC INC, services	164.44
OFFICE DEPOT INC, supplies	341.58
OLSSON INC, services	4,586.50
OMAHA WINNELSON SUPPLY, bld&grnds	115.99
OMNI ENGINEERING, services	3,246.01
ONE CALL CONCEPTS INC, services	282.60
O'REILLY AUTO PARTS, maint.	1,070.58
PAPILLION SANITATION, services	1,531.61
PAYROLL MAXX, payroll & taxes	377,375.11
PER MAR SECURITY, services	133.68
PITNEY BOWES, postage	1,508.00
RDG PLANNING & DESIGN, services	2,496.50
REGAL AWARDS INC, services	77.76
SARPY COUNTY FISCAL ADMIN, services	10,576.00
SHERWIN-WILLIAMS, supplies	481.78
SHI INTERNATIONAL CORP, services	41,954.65
SIGN IT, services	1,655.85
SUN COUNTRY DISTRIBUTING LTD, supplies	77.45
SWAIN CONSTRUCTION INC, services	519,227.42
THE COLONIAL PRESS INC, supplies	3,799.23
THOMPSON DREESSEN & DORNER INC, services	6,870.00
TRACTOR SUPPLY, supplies	77.99
TRANS UNION RISK, services	75.00
TRUCK CENTER COMPANIES, maint.	846.49
UNITE PRIVATE NETWORKS LLC, services	4,400.00
UNITED HEALTHCARE INS CO, services	979.65
UNITED RENT-ALL, services	1,208.85
VOIANCE LANGUAGE LLC, services	38.66
WHITE CAP LP, supplies	142.78
WOODHOUSE FORD, maint.	62.91

Councilmember Thomas made a motion to approve the consent agenda. Seconded by Councilmember Frederick. 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

Recreation Director Stopak reported on programs through the Recreation Department.

Library Director Barcal reported on Library statistics for the summer reading challenge period from 6/1/2021 to 7/31/2021 and the Virtual Escape Room program.

City Engineer Dowse gave an update on street construction projects.

B. ROTELLA'S ITALIAN BAKERY BLIGHT AND SUBSTANDARD DECLARATION

1. PUBLIC HEARING (Continued from the August 3, 2021 meeting)

Mayor Kindig announced the public hearing is continued from the August 3, 2021 meeting and welcomed testimony on the Rotella's Italian Bakery Blight and Substandard Declaration.

Community Development Director Fountain gave an overview.

Josh Woodbury with Woodbury Corporation and Dan Pauley with Fraser Stryker PC LLO were available for questions.

At 6:25 p.m. Councilmember Hale made a motion to close the public hearing. Seconded by Councilmember Crawford. Councilmembers voting aye: Frederick,

MINUTE RECORD

August 17, 2021

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

Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

2. RESOLUTION

Councilmember Hale introduced and moved for the adoption of Resolution No. 21-090 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA DECLARING THE ROTELLA'S ITALIAN BAKERY REDEVELOPMENT AREA A SUBSTANDARD AND BLIGHTED AREA IN NEED OF REDEVELOPMENT.

WHEREAS, the Mayor and City Council caused to be conducted the Blight & Substandard Determination Study ("Study") on whether the area referred to as the "Rotella's Italian Bakery Redevelopment Area" ("Area") and depicted or described in such Study is substandard and blighted; and submitted to the Planning Commission of the City of La Vista the question of whether such Area is substandard and blighted; and

WHEREAS, The Planning Commission, at its July 1, 2021 meeting, held a public hearing on the question of whether the Area is substandard and blighted after giving notice of the hearing as provided in Neb. Rev. Stat. Section 18-2115.01. Following the public hearing, the Planning Commission reviewed and unanimously recommended to the City Council that the Area is a blighted and substandard area, which written recommendation has been received; and

WHEREAS, The City Council, at its August 3, 2021 meeting, opened a public hearing on the question of whether the Area is substandard and blighted after giving notice of the hearing as provided in section 18-2115.01. At the public hearing, all interested parties were afforded a reasonable opportunity to express their views respecting the proposed declaration. The public hearing was continued to the August 17, 2021 meeting; and

WHEREAS, The City Council, at its August 17, 2021 meeting, continued a public hearing on the question of whether the Area is substandard and blighted after giving notice of the hearing as provided in section 18-2115.01. At the public hearing, all interested parties were afforded a reasonable opportunity to express their views respecting the proposed declaration. With the public hearing concluded, the City Council by this resolution desires to declare the Area to be a substandard and blighted area in need of redevelopment.

NOW THEREFORE, BE IT RESOLVED that the Mayor and City Council of the City of La Vista, Nebraska do hereby find, determine, declare and approve as follows:

1. All applicable notice and public hearing requirements have been satisfied.
2. Review and written recommendation of the Planning Commission that such Area is substandard and blighted has been received.
3. Based on factors including the Study and review and recommendation of the Planning Commission, and after considering any public comment at the public hearing of the City Council, the City Council, in the public interest including public health, safety and welfare, hereby determines and declares that the Rotella's Italian Bakery Redevelopment Area described or depicted in the Blight & Substandard Determination Study incorporated herein, is a substandard and blighted area in need of redevelopment.
4. Copies of the Study shall be available for public inspection at City Hall during normal business hours or posted on the City's website. The City has in place the City of La Vista Comprehensive Plan, which is affirmed as and shall be the general plan for development of the City for purposes of Neb. Rev. Stat. Sections 18-2101 et seq.

MINUTE RECORD

August 17, 2021

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

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

C. FISCAL YEAR 20/21 AND FISCAL YEAR 21/22 BIENNIAL BUDGET

1. PROPOSED BUDGET AMENDMENTS

Councilmember Crawford made a motion to amend the budget to eliminate the Building Superintendent position. Seconded by Councilmember Hale. Councilmembers voting aye: Crawford and Hale. Nays: Frederick, Ronan, Sheehan, Thomas, Quick, and Sell. Abstain: None. Absent: None. Motion failed.

Councilmember Sheehan made a motion to reduce the mill levy by 2%. Seconded by Councilmember Thomas. Councilmembers voting aye: Ronan, Sheehan, Thomas, Crawford and Hale. Nays: Frederick, Quick and Sell. Abstain: None. Absent: None. Motion carried.

Councilmember Thomas made a motion to eliminate the proposed \$25,000 Organizational Training. Seconded by Councilmember Sheehan. Councilmembers voting aye: Ronan, Sheehan, Thomas, Crawford, Quick and Hale. Nays: Frederick and Sell. Abstain: None. Absent: None. Motion carried.

2. APPROPRIATIONS ORDINANCE – SECOND READING

City Clerk Buethe read Ordinance No. 1423 entitled: AN ORDINANCE TO AMEND ORDINANCE NO. 1395 AND THE BIENNIAL BUDGET APPROPRIATING 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, 2020 AND ENDING ON SEPTEMBER 30, 2021; AND FOR THE FISCAL PERIOD BEGINNING OCTOBER 1, 2021 AND ENDING ON SEPTEMBER 30, 2022, AND TO AMEND AMOUNTS APPROPRIATED FOR THE FIRST AND SECOND YEARS OF SUCH BIENNIAL BUDGET FOR THE FISCAL PERIOD BEGINNING ON OCTOBER 1, 2020 AND ENDING ON SEPTEMBER 30, 2021; AND FOR THE FISCAL PERIOD BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022, 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; TO REPEAL INCONSISTENT OR CONFLICTING ORDINANCES OR RESOLUTIONS AS ORIGINALLY ENACTED; AND PRESCRIBING THE TIME WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT.

Councilmember Frederick made a motion to approve Ordinance No. 1395 on its second reading and pass it on to a third and final reading. Seconded by Councilmember Thomas. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, and Hale, Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

D. RESOLUTION – AUTHORIZE LOBBYING AGREEMENT – UNITED CITIES OF SARPY COUNTY

Councilmember Sheehan introduced and moved for the adoption of Resolution No. 21-091 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE MAYOR TO EXECUTE A LOBBYING AGREEMENT BETWEEN THE UNITED CITIES OF SARPY COUNTY AND KISSEL, KOHOUT, ES ASSOCIATES L.L.C. FOR LOBBYING SERVICES BEFORE THE NEBRASKA STATE LEGISLATURE AND GOVERNOR.

WHEREAS, the cities of Bellevue, Gretna, La Vista, Papillion and Springfield (UNITED CITIES OF SARPY COUNTY) desire to promote the common legislative interest of the five cities which make up the "United Cities of Sarpy County" and

WHEREAS, the cities have agreed that it is in their best interest to hire a joint lobbyist to lobby the Nebraska legislative and executive branches with regard to Nebraska legislation; and

MINUTE RECORD

August 17, 2021

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

WHEREAS, the Mayor and City Council have identified the need for a lobbyist as a strategic initiative and did appropriate funds in the FY21/FY22 biennial municipal budget for the hiring of a lobbyist; and

WHEREAS, the mayors of the United Cities of Sarpy County have recommended Joe Kohout with Kissel, Kohout, ES Associates L.L.C. to continue serve as their joint lobbyist.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of La Vista, Nebraska, that the Mayor is hereby authorized to execute a lobbying agreement between the United Cities of Sarpy County and Kissel, Kohout, ES Associates L.L.C. for lobbying services before the Nebraska State Legislature and Governor.

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

E. RESOLUTION – PAPIO-MISSOURI RIVER NRD HAZARD MITIGATION PLAN UPDATE

Councilmember Thomas introduced and moved for the adoption of Resolution No. 21-092 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA ADOPTING THE PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT MULTI-HAZARD MITIGATION PLAN.

WHEREAS, a Multi-Hazard Mitigation Plan identifies the vulnerability of public bodies to natural hazards and the projects that can be implemented to reduce or eliminate vulnerability exposure; and

WHEREAS, FEMA now requires that a public entity must have a current Multi-Hazard Mitigation Plan in place before they are eligible for Federal funding for hazard mitigation projects and mitigation efforts resulting from natural disasters; and

WHEREAS, the Papio-Missouri River Natural Resource District coordinated and developed its first All-Hazards Mitigation Plan in 2006; and

WHEREAS, the Papio-Missouri River Natural Resource served as the coordinating agency for the development of a multi-jurisdictional Multi-Hazard Mitigation Plan to serve as the update to the 2006 All-Hazards Mitigation Plan for a six-county area including all of Sarpy, Douglas, Washington, and Dakota Counties as well as parts of Burt and Thurston Counties and all associated local governmental entities; and

WHEREAS, the planning process afforded the local units of government and its citizens the opportunity to comment and provide input in the plan and actions recommended in the plan; and

WHEREAS, FEMA regulations require documentation that the plan has been formally adopted by the governing body of the Papio-Missouri River Natural Resources District in the form of this resolution and further requesting approval of the plan at the Federal Level;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, hereby adopts the Papio-Missouri River Natural Resources District Multi-Hazard Mitigation Plan in its entirety, resolves to execute the plan as proposed and requests approval of the plan by the Federal Emergency Management Agency.

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

MINUTE RECORD

August 17, 2021

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

F. RESOLUTION – APPROVAL OF ADDITION TO AREA OF LIQUOR LICENSE – LUCKY BUCKET BREWING COMPANY

Councilmember Sell introduced and moved for the adoption of Resolution No. 21-093 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA RECOMMENDING TO THE NEBRASKA LIQUOR CONTROL COMMISSION, APPROVAL OF THE ADDITION TO THE LIQUOR LICENSE FOR LUCKY BUCKET BREWING COMPANY IN LA VISTA, NEBRASKA.

WHEREAS, Lucky Bucket Brewing Company, 11941 Centennial Road, La Vista, Sarpy County, Nebraska, has applied to the Nebraska Liquor Control Commission for an addition to their Liquor License; and

WHEREAS, the Nebraska Liquor Control Commission has notified the City of said application; and

WHEREAS, the City has adopted local licensing standards to be considered in making recommendations to the Nebraska Liquor Control Commission; and

WHEREAS, said licensing standards have been considered by the City Council in making its decision.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, hereby recommend to the Nebraska Liquor Control Commission approval of the addition to the Liquor License submitted by Lucky Bucket Brewing Company, 11941 Centennial Road, La Vista, Sarpy County, Nebraska.

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

G. RESOLUTION – AUTHORIZE PURCHASE – V-BOX SPREADER

Councilmember Thomas introduced and moved for the adoption of Resolution No. 21-094 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE PURCHASE OF ONE (1) SWENSON STAINLESS STEEL V-BOX SPREADER FROM MIDWEST SERVICE AND SALES CO., SCHUYLER, NEBRASKA IN AN AMOUNT NOT TO EXCEED \$12,000.00.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of a V-Box Spreader necessary; and

WHEREAS, The FY21/FY22 Biennial Budget provides funding for this proposed purchase.

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, that the Mayor and City Council of the City of La Vista, Nebraska authorize the purchase of one (1) V-Box Spreader from Midwest Service and Sales Co., Schuyler, Nebraska in an amount not to exceed \$12,000.00.

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

H. RESOLUTION – AUTHORIZE PURCHASE – HOLIDAY LIGHTS

Councilmember Thomas introduced and moved for the adoption of Resolution No. 21-095 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE PURCHASE OF 51 HOLIDAY POLE DECORATIONS FOR THE 84th STREET CORRIDOR FROM TEMPLE DISPLAY OF OSWEGO, IL, IN AN AMOUNT NOT TO EXCEED \$50,000.00.

MINUTE RECORD

August 17, 2021

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

WHEREAS, the City Council of the City of La Vista has determined that the purchase of decorations for the 84th Street Corridor is necessary; and

WHEREAS, the FY21 Lottery 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 the City of La Vista, Nebraska, do hereby authorize the purchase of 51 holiday pole decorations for the 84th Street corridor from Temple Display of Oswego, IL in an amount not to exceed \$50,000.00.

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

Councilmember Crawford motioned to move Comments from the Floor up on the agenda ahead of item I. Executive Session. Seconded by Councilmember Frederick. 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.

I. EXECUTIVE SESSION – PERSONNEL; CONTRACT NEGOTIATIONS; LAND ACQUISITION

At 7:26 p.m. Councilmember Crawford made a motion to go into executive session for protection of the reputation of an individual to discuss personnel matters and for protection of the public interest for negotiating guidance regarding contract negotiations and land acquisition. Seconded by Councilmember Thomas. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale and Sell. Nays: None. Abstain: None. Motion carried. Mayor Kindig stated the executive session would be limited to the subject matters contained in the motion.

At 8:08 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. Motion carried.

J. RESOLUTION – AUTHORIZE LAND ACQUISITION – 120TH STREET AND OLD GILES ROAD (1.41 ACRES) (TABLED FROM THE AUGUST 3, 2021 MEETING)

Councilmember Sell introduced and moved for the adoption of Resolution No. 21-096 entitled: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA TO AUTHORIZE AND APPROVE THE PURCHASE OF REAL PROPERTY, PURCHASE AGREEMENT AND FURTHER ACTIONS.

WHEREAS, the owner of a parcel of land at 120th and Old Giles Road ("Property") desires to sell the Property to the City, and the City desires to purchase the Property from the owner.

NOW THEREFORE, BE IT RESOLVED, that the Mayor and City Council find and determine that:

- (i) A purchase agreement for the Property has been presented in form and content attached hereto as Exhibit A and incorporated herein by this reference ("Purchase Agreement"); and
- (ii) The Purchase Agreement provides for a purchase price of \$260,000 for approximately 1.41 acres of land, in addition to other terms and conditions; and

MINUTE RECORD

August 17, 2021

No. 729 -- REFIELD & COMPANY, INC. OMAHA E1310556LD

- (iii) Nebraska Statutes, among other provisions, requires that the City Council, before purchasing an interest in real property, authorize the acquisition by action at a public meeting after notice and public hearing; and
- (iv) The City published notice of public hearing on the proposed purchase of the Property, which was held during the regular City Council meeting on August 3, 2021; which notice is hereby approved, and public hearing was held and completed before consideration of this Resolution; and
- (v) All applicable statutory requirements related to the proposed purchase have been satisfied.

BE IT FURTHER RESOLVED, that, in consideration of the foregoing, the Mayor and City Council hereby adopt and approve the Purchase Agreement, subject to any modifications the City Administrator from time to time determines necessary or appropriate, and authorize and approve the purchase of the Property for the amount and on such other terms and conditions as set forth in said Purchase Agreement. Without limiting the foregoing, authorization to purchase the Property shall be subject to timely satisfaction of any conditions set forth in the Purchase Agreement, to the satisfaction of the City Administrator or her designee.

BE IT FURTHER RESOLVED, that the Mayor or City Administrator, or his or her designee, is hereby authorized to take all actions he or she determines necessary or appropriate to perform the Purchase Agreement or carry out the Resolution approved herein.

Seconded by Councilmember Hale. 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

Councilmember Crawford requested a review of the parking regulations. Captain Armbrust said he will look into the code violations.

At 8:20 p.m. Councilmember Crawford made a motion to adjourn the meeting. Seconded by Councilmember Hale. Councilmembers voting aye: Frederick, Ronan, Sheehan, Thomas, Crawford, Quick, Hale, and Sell. Nays: None. Abstain: None. Absent: None. Motion carried.

PASSED AND APPROVED THIS 7TH DAY OF SEPTEMBER 2021.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Bueth, CMC
City Clerk

Design Workshop, Inc.
Landscape Architecture
Planning
Urban Design

APPROVED

BF 8/17/21

16.71.0917-STRT17005

August 4, 2021

Invoice No:

0067927

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

Current Invoice Total **\$2,700.00**

Project 006605.00 La Vista - 84th Street Bridge

Professional Services from July 1, 2021 to July 31, 2021

Task 001 1.1 Preliminary Design

Fee

	Fee	Percent Complete	Earned to Date	Previous Fee Billing	Current Fee Billing
Design Workshop	18,400.00	28.125	5,175.00	2,475.00	2,700.00
Consultant	1,500.00	0.00	0.00	0.00	0.00
Reimbursable Expenses	2,000.00	0.00	0.00	0.00	0.00
Total Fee					2,700.00
Total this Task					\$2,700.00

Task 002 1.2 Final Design

Fee

	Fee	Percent Complete	Earned to Date	Previous Fee Billing	Current Fee Billing
Design Workshop	27,600.00	0.00	0.00	0.00	0.00
Consultant	3,000.00	0.00	0.00	0.00	0.00
Reimbursable Expenses	2,000.00	0.00	0.00	0.00	0.00
Total Fee					0.00
Total this Task					0.00

Task 003 2.0 Civil and Structural

Fee

	Fee	Percent Complete	Earned to Date	Previous Fee Billing	Current Fee Billing
Design Workshop	152,270.00	0.00	0.00	0.00	0.00
Reimbursable Expenses	2,000.00	0.00	0.00	0.00	0.00
Total Fee					0.00

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	006605.00	La Vista - 84th Street Bridge	Invoice	0067927
Total this Task			0.00	

Total this Invoice \$2,700.00

Outstanding Invoices

Number	Date	Balance
0067387	6/3/2021	1,225.00
0067634	7/6/2021	1,250.00
Total		2,475.00

Total Now Due

\$5,175.00

Please include invoice number on remittance to:

1390 Lawrence Street, Suite 100, Denver, CO 80204

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)

Design Workshop, Inc.
Landscape Architecture
Planning
Urban Design

July 6, 2021

Invoice No: 0067634

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

Current Invoice Total \$1,250.00



Project 006605.00 La Vista - 84th Street Bridge

Professional Services from June 1, 2021 to June 30, 2021

Task 001 1.1 Preliminary Design

Fee

	Fee	Percent Complete	Earned to Date	Previous Fee Billing	Current Fee Billing
Design Workshop	18,400.00	13.4511	2,475.00	1,225.00	1,250.00
Consultant	1,500.00	0.00	0.00	0.00	0.00
Reimbursable Expenses	2,000.00	0.00	0.00	0.00	0.00
Total Fee					1,250.00
Total this Task					\$1,250.00

Task 002 1.2 Final Design

Fee

	Fee	Percent Complete	Earned to Date	Previous Fee Billing	Current Fee Billing
Design Workshop	27,600.00	0.00	0.00	0.00	0.00
Consultant	3,000.00	0.00	0.00	0.00	0.00
Reimbursable Expenses	2,000.00	0.00	0.00	0.00	0.00
Total Fee					0.00
Total this Task					0.00

Task 003 2.0 Civil and Structural

Fee

	Fee	Percent Complete	Earned to Date	Previous Fee Billing	Current Fee Billing
Design Workshop	152,270.00	0.00	0.00	0.00	0.00
Reimbursable Expenses	2,000.00	0.00	0.00	0.00	0.00
Total Fee					0.00

DESIGNWORKSHOP

Aspen Austin Chicago Denver Houston Lake Tahoe Los Angeles Shanghai
139C Lawrence Street, Suite 100, Denver, Colorado 80204 303.623.5186 303.623.2260 (fax)

Project	006605.00	La Vista - 84th Street Bridge	Invoice	0067634
Total this Task			0.00	
Total this Invoice			<u><u>\$1,250.00</u></u>	

Outstanding Invoices

Number	Date	Balance		
0067387	6/3/2021	1,225.00		
Total		1,225.00	Total Now Due	\$2,475.00

Please include invoice number on remittance to: 1390 Lawrence Street, Suite 100, Denver, CO 80204

1

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)

Design Workshop, Inc.
Landscape Architecture
Planning
Urban Design

June 3, 2021

Invoice No: 0067387

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

Current Invoice Total \$1,225.00

*ok
DF*

Project 006605.00 La Vista - 84th Street Bridge

Professional Services from May 1, 2021 to May 31, 2021

Task 001 1.1 Preliminary Design
Fee

	Fee	Percent Complete	Earned to Date	Previous Fee Billing	Current Fee Billing
Design Workshop	18,400.00	6.6576	1,225.00	0.00	1,225.00
Consultant	1,500.00	0.00	0.00	0.00	0.00
Reimbursable Expenses	2,000.00	0.00	0.00	0.00	0.00
Total Fee					1,225.00
Total this Task					\$1,225.00

Task 002 1.2 Final Design
Fee

	Fee	Percent Complete	Earned to Date	Previous Fee Billing	Current Fee Billing
Design Workshop	27,600.00	0.00	0.00	0.00	0.00
Consultant	3,000.00	0.00	0.00	0.00	0.00
Reimbursable Expenses	2,000.00	0.00	0.00	0.00	0.00
Total Fee					0.00
Total this Task					0.00

Task 003 2.0 Civil and Structural
Fee

	Fee	Percent Complete	Earned to Date	Previous Fee Billing	Current Fee Billing
Design Workshop	152,270.00	0.00	0.00	0.00	0.00
Reimbursable Expenses	2,000.00	0.00	0.00	0.00	0.00
Total Fee					0.00

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	006605.00	La Vista - 84th Street Bridge	Invoice	0067387
Total this Task			0.00	
Total this Invoice			<u><u>\$1,225.00</u></u>	

Please include invoice number on remittance to:

1390 Lawrence Street, Suite 100, Denver, CO 80204

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)



Pat Dowse
City Engineer
City of La Vista
9900 Portal Road
La Vista, NE 68128

August 6, 2021

Project No: 00120661.00

Invoice No: 188943

96th & 108th St Pavement Rehabilitation
M-376 (390) & M-376 (391)

Professional Services from July 5, 2021 to August 1, 2021

Task 00001 Project Management

Professional Personnel

	Hours	Rate	Amount	
E1a Professional Engineer/Project Mgr				
O'Bryan, Timothy	24.00	181.00	4,344.00	
Totals	24.00		4,344.00	
Total Labor				4,344.00
		Total this Task		\$4,344.00

Task 00005 Construction Observation

Professional Personnel

	Hours	Rate	Amount	
E1a Professional Engineer/Project Mgr				
O'Bryan, Timothy	12.00	181.00	2,172.00	
E3a Construction Representative III				
Barahona, Alejandro	85.50	103.00	8,806.50	
E9 Field/Lab Technician I, Intern				
Elliston, Joseph	12.50	62.00	775.00	
Kaster, Max	178.50	62.00	11,067.00	
Totals	288.50		22,820.50	
Total Labor				22,820.50

Unit Billing

8/1/2021	2018 Ford Escape-USA773 22RVFG	939.0 Miles @ 0.56	525.84	
8/1/2021	2021 Nissan Frontier- WTV460 23V3F9	22.0 Miles @ 0.56	12.32	
8/1/2021	2017 Ford Escape-UNJ402 22B5SW	118.0 Miles @ 0.56	66.08	
8/1/2021	2019 Chevy Silverado- WBR362 22WD55	508.0 Miles @ 0.56	284.48	
8/1/2021	2020 Chevy Equinox- WIV756 23CVNM	33.0 Miles @ 0.56	18.48	
	Total Units		907.20	907.20
		Total this Task		\$23,727.70

Project	00120661.00	La Vista 96th & 108th St Pavement Rehab	Invoice	188943
Billing Limits		Current	Prior	To-Date
Total Billings		28,071.70	217,779.42	245,851.12
Limit				490,811.50
Remaining				244,960.38
Total this Invoice				<u>\$28,071.70</u>

Outstanding Invoices

Number	Date	Balance
187486	7/15/2021	32,624.38
Total		32,624.38

OK TO PAY
PMD 2/23/21
PC#21-008952



Pat Dowse
City Engineer
City of La Vista
9900 Portal Road
La Vista, NE 68128

August 12, 2021

Project No: 00120715.00

Invoice No: 189594

M376(378)
Park View Blvd from 84th Street to 96th Street
Panel Replacement

Professional Services from July 5, 2021 to August 1, 2021

Task 00001 Project Management

Professional Personnel

	Hours	Rate	Amount	
E1a Professional Engineer/Project Mgr				
O'Bryan, Timothy	2.00	189.00	378.00	
Totals	2.00		378.00	
Total Labor				378.00
		Total this Task		\$378.00

Task 00002 Construction Inspection

Professional Personnel

	Hours	Rate	Amount	
E1a Professional Engineer/Project Mgr				
O'Bryan, Timothy	13.00	189.00	2,457.00	
E3a Construction Representative III				
Barahona, Alejandro	67.50	107.00	7,222.50	
E9 Field/Lab Technician I, Intern				
Elliston, Joseph	142.50	64.00	9,120.00	
Sharif, Nader	20.00	64.00	1,280.00	
Totals	243.00		20,079.50	
Total Labor				20,079.50

Unit Billing

8/1/2021	2020 Chevy Equinox-WIV756 23CVNM	428.0 Miles @ 0.56	239.68	
8/1/2021	2021 Nissan Frontier-WTV460 23V3F9	5.0 Miles @ 0.56	2.80	
8/1/2021	2019 Chevy Silverado-WBR362 22WD55	508.0 Miles @ 0.56	284.48	
8/1/2021	2017 Ford Escape-UNJ402 22B5SW	46.0 Miles @ 0.56	25.76	
8/1/2021	2018 Ford Escape-VYD799 22JGBZ	40.0 Miles @ 0.56	22.40	
	Total Units		575.12	575.12

Project	00120715.00	La Vista Park View Blvd Panel Repair	Invoice	189594
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Total this Task	\$20,654.62
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Task 00003 Material Testing

Unit Billing

CF1 Slump, Air, four 6"x12" cylinders

7.0 Sets @ 88.00 616.00

CL2 Comp Strength of 6"x12" Cylinders

48.0 Each @ 25.00 1,200.00

M2 Trip Charge

15.0 Each @ 82.00 1,230.00

Total Units	3,046.00	3,046.00
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Total this Task	\$3,046.00
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Billing Limits

Total Billings

Current

24,078.62

Prior

15,329.40

To-Date

39,408.02

Limit

48,801.00

Remaining

9,392.98

Total this Invoice	\$24,078.62
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OK TO PAY
 PMD 2/23/21
 CF. 71.0917.000 - START 20001

Invoice



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

Pat Dowse
Director Public Works
City of La Vista
Email Inv: pdowse@cityoflavista.org
City of La Vista
8116 Park View Boulevard
La Vista, NE 68128-2198

August 10, 2021
Project No: 10-17105-40
Invoice No: 0191215

Project 10-17105-40 La Vista City Cntr Parking Structure 2
PO 20-008373

Billing Period: July 1, 2021 to July 31, 2021

Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Schematic Design	109,400.00	100.00	109,400.00	109,400.00	0.00
Design Development	164,100.00	100.00	164,100.00	164,100.00	0.00
Construction Documents	218,800.00	100.00	218,800.00	218,800.00	0.00
Bid Negotiation	54,700.00	40.00	21,880.00	8,205.00	13,675.00
Total Fee	547,000.00		514,180.00	500,505.00	13,675.00
Total Fee					13,675.00

Billing Limits	Current	Prior	To-Date
Expenses	0.00	1,582.11	1,582.11
Limit			10,000.00
Remaining			8,417.89

Total this Invoice

\$13,675.00

Outstanding Invoices

Number	Date	Balance
0190765	7/9/2021	10,393.00
Total		10,393.00

Billings to Date

	Current	Prior	Total
Fee	13,675.00	500,505.00	514,180.00
Expense	0.00	1,582.11	1,582.11
Totals	13,675.00	502,087.11	515,762.11

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

Invoice

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

olsson

August 19, 2021
 Invoice No: 395631

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

Invoice Total	\$2,120.00
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Olsson Project # T16-05460 La Vista Community Development Agency Existing Chilis Demolition
 Additional Services

Professional services rendered July 11, 2021 through August 7, 2021 for work completed in accordance with agreement dated April 29, 2021.

Phase 200 Project Management

Labor

	Hours	Rate	Amount	
Principal				
Williams, Eric	2.00	136.00	272.00	
Totals	2.00		272.00	
Total Labor				272.00

Billing Limits	Current	Prior	To-Date	
Total Billings	272.00	392.00	664.00	
Limit			750.00	
Balance Remaining			86.00	
		Total this Phase		\$272.00

Phase 300 Final Construction Documents

Labor

	Hours	Rate	Amount
Principal			
Williams, Eric	10.00	136.00	1,360.00
CAD Operator			
Andreessen, Kaitlyn	2.00	65.00	130.00

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Project	T16-05460	La Vista Comm Dev Agency Chilis Demo	Invoice	395631
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Neely, Robert	2.25	98.00	220.50	
Totals	14.25		1,710.50	
Total Labor				1,710.50

Billing Limits	Current	Prior	To-Date	
Total Billings	1,710.50	2,957.00	4,667.50	
Limit			5,000.00	
Balance Remaining			332.50	
Total this Phase				\$1,710.50

Phase	310	Hazardous Materials Survey (Contractor)			
Fee					
Billing Phase	Fee	Percent Complete	Billed To Date	Previous Fee Billing	Current Fee Billing
Hazardous Materials Survey (Contractor)	1,375.00	100.00	1,375.00	1,237.50	137.50
Total Fee	1,375.00		1,375.00	1,237.50	137.50
Subtotal					137.50
Total this Phase					\$137.50

Phase	500	On-Site Construction Administration			
Billing Limits	Current	Prior	To-Date		
Total Billings	0.00	0.00	0.00		
Limit			1,750.00		
Balance Remaining			1,750.00		
Total this Phase					0.00

Phase	540	On-Site Construction Observation			
Billing Limits	Current	Prior	To-Date		
Total Billings	0.00	0.00	0.00		
Limit			6,250.00		
Balance Remaining			6,250.00		
Total this Phase					0.00

Phase	545	Survey Post Verification			
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INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS

Project	T16-05460	La Vista Comm Dev Agency Chilis Demo	Invoice	395631
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Billing Limits	Current	Prior	To-Date	
Total Billings	0.00	0.00	0.00	
Limit			3,500.00	
Balance Remaining			3,500.00	
Total this Phase				0.00

Phase	550	Special Inspections / Testing
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Billing Limits	Current	Prior	To-Date	
Total Billings	0.00	0.00	0.00	
Limit			1,500.00	
Balance Remaining			1,500.00	
Total this Phase				0.00

AMOUNT DUE THIS INVOICE \$2,120.00

Email Invoice(s) to: pdowse@cityoflavista.org

Authorized By: Eric Williams

OK TO PAY
PMD 8/23/21
16.71.0918.000 - CMO/20002

INVOICE PAYMENT IS REQUESTED WITHIN 30 DAYS



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
PAT DOWSE
9900 PORTAL ROAD
LA VISTA, NE 68128

Invoice number 145457
Date 08/19/2021

Project 0171-422 CENTRAL PARK
IMPROVEMENTS

Professional Services from July 5, 2021 through August 08, 2021

Description	Contract Amount	Prior Billed	Remaining	Current Billed
Task 1 - Topographic Survey	3,500.00	3,500.00	0.00	0.00
Task 2 thru 4-Design Work except Task 2.4	39,500.00	11,638.75	21,963.75	5,897.50
<i>Fee maximum not to be exceeded due to extra work until an amendment is approved at a future date.</i>				
Reimbursables	20,000.00	11,854.36	7,067.73	1,077.91
<i>Subconsultant Services - Felsburg Holt Ullevig 1,046.56</i>				
<i>Mileage 22 miles @ .80/per mile 17.60</i>				
<i>GPS .25 hr @ \$55.00 per hr 13.75</i>				
Additional Services	0.00	1,400.00	-1,400.00	0.00
Total	63,000.00	28,393.11	27,631.48	6,975.41

Invoice total 6,975.41

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
145457	08/19/2021	6,975.41	6,975.41				
	Total	6,975.41	6,975.41	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.

OK TO Pay
PMD 8/23/21
16,710,917.000 - PMD 200002

PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT INVOICE

Papio-Missouri River NRD
 8901 S. 154th Street
 Omaha, NE 68138
 (402) 444-6222

INVOICE NUMBER 20210819-01
 INVOICE DATE August 19, 2021

TO: City of La Vista
Attn: Pat Dowse
9900 Portal Road
La Vista, NE 68128

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	West Papio Trail, Giles Road to Millard per La Vista/Omaha/NRD construction agreement Executed October 26, 2017		
1	Construction Administration - Big Muddy Workshop	total cost	203,839.00
1	Construction - Valley Corp	total cost	2,712,822.38
1	Chang Order, Bank Stabilization Construction	total cost	273,170.93
1	Chang Order, Bank Stabilization Construction Admin.	total cost	26,855.00
	Total construction cost for project and change order		3,216,687.31
	La Vista reimbursement on Bank Stabilization is 40%		
	Total amount to be reimbursed		703,342.65
	Previous reimbursement		500,000.00
	Total remaining		203,342.65
	Amount requested now, per Interlocal Agreement	SUBTOTAL	\$203,342.65
		TAX	0.00
	NOTE: Remainder will be requested after Oct 1, 2020	FREIGHT	

DIRECT ALL INQUIRIES TO:

Carey Fry
 402 444-6222
 email: cfry@papionrd.org

MAKE ALL CHECKS PAYABLE TO:

Papio-Missouri River NRD
 8901 S. 154th Street
 Omaha, NE 68138

THANK YOU!

\$203,342.65

PAY THIS AMOUNT

OK TO PAY
 8/23/21
 PO# 20-008358
 LAST INSTALLMENT OF INTERLOCAL
 APPROVED 11/8/2017



City of La Vista

Detailed Payment

96th St - Portal to Harrison & 108th St - Giles to Harrison

Description 2021 - Pavement Reconstruction & Pavement Rehabilitation

Payment Number 5

Pay Period 07/25/2021 to 08/28/2021

Prime Contractor Swain Construction
6002 N 89th Cir
Omaha, NE 68134

Payment Status Pending

Awarded Project Amount \$3,740,796.57

Authorized Amount \$3,794,262.31

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
Section: 1 - Description										
0010	10.0	LS	\$296,096.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$296,096.00
Mobilization										
0020	20.0	EA	\$353.000	76.000	3.000	85.000	88.000	88.000	\$1,059.00	\$31,064.00
Install Curb Inlet Protection										
0030	30.0	LF	\$8.620	350.000	0.000	1,134.000	1,134.000	1,134.000	\$0.00	\$9,775.08
Install Silt Fence										

Detailed Payment:

96th St - Portal to Harrison & 108th St - Giles to Harrison

08/28/2021

Page 1 of 8

Line Number	Percent	Unit	Unit Price	Authorized Quantity	Contract Unit Quantity	Previous Unit Quantity	Total Quantity Priced To Date	Total Quantity Priced To Date	Total Amount Authorized	Total Amount Priced To Date
0040	40.0	SY	\$13.000	6,889.000	215.885	6,673.115	6,889.000	6,889.000	\$2,806.50	\$89,557.00
Remove Pavement										
0050	50.0	SY	\$5.920	29,500.000	0.000	27,663.795	27,663.795	27,663.795	\$0.00	\$163,769.67
Perform 3" Cold Planning – Concrete										
0060	60.0	TON	\$104.000	3,400.000	0.000	3,161.930	3,161.930	3,161.930	\$0.00	\$328,840.72
Construct 2" Asphalt Surface Course, Type SPH (PG64-34)										
0070	70.0	TON	\$99.400	1,700.000	0.000	1,662.490	1,662.490	1,662.490	\$0.00	\$165,251.51
Construct 1" Asphalt Wedge Course, Type SPR-Fine (PG64-34)										
0080	80.0	SY	\$13.000	6,889.000	693.525	6,195.475	6,889.000	6,889.000	\$9,015.82	\$89,557.00
Construct 4" Aggregate Base Course										
0090	90.0	SY	\$36.250	75.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Unsuitable Subgrade Material										
0100	100.0	SY	\$9.520	6,889.000	693.525	6,195.475	6,889.000	6,889.000	\$6,602.36	\$65,583.28
Subgrade Preparation										
0110	110.0	TON	\$150.000	250.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Construct Fly Ash Stabilization										
0120	120.0	SY	\$75.600	6,889.000	3,383.470	3,351.210	6,734.680	6,734.680	\$255,790.33	\$509,141.81
Construct 10" Concrete Pavement (Type L65)										
0130	130.0	SY	\$95.200	6,740.000	1,795.979	2,398.348	4,194.327	4,194.327	\$170,977.20	\$399,299.93
Construct 10" Concrete Pavement Repair (Type L655)										
0140	140.0	SY	\$102.000	1,625.000	140.270	848.440	988.710	988.710	\$14,307.54	\$100,848.42
Construct 10" Concrete Pavement Repair (Type L85)										

Detailed Payment:

36th St - Portal to Harrison & 108th St - Giles to Harrison

08/28/2021

Page 2 of 6

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid to Date	Total Quantity Allowed to Date	Current Payment Amount	Total Amount Paid to Date
0150	150.0	EA	\$5.760	1,860.000	739.000	1,538.000	2,277.000	2,277.000	\$4,256.64	\$13,115.52
Install Epoxy Coated Tie Bars (Pavement Repair)										
0160	160.0	EA	\$777.000	10.000	0.000	7.000	7.000	7.000	\$0.00	\$5,439.00
Adjust Utility Valve to Grade										
0170	170.0	EA	\$1,213.000	22.000	2.000	12.000	14.000	14.000	\$2,426.00	\$16,982.00
Adjust Manhole to Grade										
0180	180.0	SF	\$7.690	22,055.000	10,322.000	9,284.735	19,606.735	19,606.735	\$79,376.18	\$150,775.79
Construct 6" Sidewalk Repair										
0190	190.0	SF	\$6.050	265.000	15.000	0.000	15.000	15.000	\$90.75	\$90.75
Construct Sidewalk Curb Wall										
0200	200.0	SF	\$8.470	784.000	44.000	451.250	495.250	495.250	\$372.68	\$4,194.77
Construct 6" Imprinted PCC Surface										
0210	210.0	SF	\$8.960	13,264.000	10,521.770	605.060	11,126.830	11,126.830	\$94,275.06	\$99,696.40
Construct 6" PCC Median Surfacing Repair										
0220	220.0	EA	\$2,118.000	3.000	0.000	1.000	1.000	1.000	\$0.00	\$2,118.00
Relocate Median Nose										
0230	230.0	EA	\$3,700.000	2.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Relocate Pull Box										
0240	240.0	EA	\$615.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Adjust Pull Box to Grade										
0250	250.0	EA	\$250.000	51.000	8.000	36.000	44.000	44.000	\$2,000.00	\$11,000.00
Clearing and Grubbing per Intersection Corner										

Detailed Payment:

96th St - Portal to Harrison & 108th St - Giles to Harrison

08/28/2021

Page 3 of 8

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Billed To Date	Current Payment Amount	Total Amount Paid To Date
0260	260.0	LF	\$38.250	871.000	127.500	737.262	864.762	864.762	\$4,876.88	\$33,077.15
Repair Curb and Gutter										
0270	270.0	SF	\$14.200	2,657.000	452.000	1,101.000	1,553.000	1,553.000	\$6,418.40	\$22,052.60
Construct PCC Curb Ramp										
0280	280.0	SF	\$25.700	560.000	112.000	352.000	464.000	464.000	\$2,878.40	\$11,924.80
Construct Detectable Warning Panel										
0290	290.0	SF	\$58.000	240.000	0.000	30.000	30.000	30.000	\$0.00	\$1,740.00
Construct Segmental Retaining Wall										
0300	300.0	EA	\$3,194.000	57.000	16.000	36.000	52.000	52.000	\$51,104.00	\$166,088.00
Remove and Replace Curb Inlet Top										
0310	310.0	LF	\$3.630	3,025.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Crack or Joint Repair – Type “A”										
0320	320.0	SY	\$216.000	225.000	53.123	38.990	92.113	92.113	\$11,474.57	\$19,896.41
Crack or Joint Repair – Type “B” (96 St.)										
0330	330.0	LF	\$7.190	3,500.000	0.000	138.000	138.000	138.000	\$0.00	\$992.22
Crack or Joint Repair – Type “B” (108 St.)										
0340	340.0	EA	\$203.000	60.000	2.000	12.000	14.000	14.000	\$406.00	\$2,842.00
Remove and Install New Sprinkler System Head										
0350	350.0	SY	\$2.030	1,714.000	3,277.300	1,315.909	4,593.209	4,593.209	\$6,652.92	\$9,324.21
Install Rolled Erosion Control, Type II With Seeding – Type B										
0360	360.0	LF	\$0.520	4,100.000	0.000	3,936.000	3,936.000	3,936.000	\$0.00	\$2,046.72
Temporary Paint Marking – 5” White										

Detailed Payment:

96th St - Portal to Harrison & 108th St - Giles to Harrison

08/28/2021

Page 4 of 8

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Planned To Date	Current Payment Amount	Total Amount Paid To Date
0370	370.0	LF	\$0.520	3,460.000	0.000	3,594.000	3,594.000	3,594.000	\$0.00	\$1,868.88
Temporary Paint Marking – 5" Yellow										
0380	380.0	LF	\$2.900	648.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Install Permanent Paint Marking – 5" White Grooved (96 St. Reconstruction)										
0390	390.0	LF	\$1.740	683.000	515.000	0.000	515.000	515.000	\$896.10	\$896.10
Install Permanent Paint Marking – 5" White (Pavement Repair)										
0400	400.0	LF	\$3.480	104.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Install Permanent Paint Marking – 5" Yellow (Pavement Repair)										
0410	410.0	LF	\$11.600	6.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Install Permanent Paint Marking – 12" White (Pavement Repair)										
0420	420.0	LF	\$7.540	64.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Install Permanent Paint Marking – 24" White (Pavement Repair)										
0430	430.0	LF	\$5.920	4,100.000	0.000	3,877.000	3,877.000	3,877.000	\$0.00	\$22,951.84
Install Permanent Preformed Tape Type 3, 5" White										
0440	440.0	LF	\$5.920	3,460.000	0.000	3,850.000	3,850.000	3,850.000	\$0.00	\$22,792.00
Install Permanent Preformed Tape Type 3, 5" Yellow										
0450	450.0	EA	\$406.000	2.000	0.000	2.000	2.000	2.000	\$0.00	\$812.00
Install Permanent Preformed Tape Symbol Type Directional Arrow, White (Right)										
0460	460.0	EA	\$377.000	25.000	2.000	21.000	23.000	23.000	\$754.00	\$8,671.00
Install Permanent Preformed Tape Symbol Type Directional Arrow, White (Left)										
0470	470.0	EA	\$348.000	2.000	0.000	2.000	2.000	2.000	\$0.00	\$696.00
Install Permanent Preformed Tape Symbol Type Directional Arrow, White (Thru)										

Detailed Payment:

96th St - Portal to Harrison & 108th St - Giles to Harrison

08/28/2021

Page 5 of 8

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Billed To Date	Current Payment Amount	Total Amount Paid To Date
0480	480.0	Day	\$87.000	112.000	0.000	66.000	66.000	66.000	\$0.00	\$5,742.00
Furnish Changeable Message Sign										
0490	490.0	Day	\$58.000	305.000	100.000	225.000	325.000	325.000	\$5,800.00	\$18,850.00
Furnish Flashing Arrow Panel										
0500	500.0	Day	\$190.000	175.000	35.000	106.000	141.000	141.000	\$6,650.00	\$26,790.00
Provide Temporary Traffic Control										
0510	510.0	Day	\$341.000	290.000	0.500	16.000	16.500	16.500	\$170.50	\$5,626.50
Provide Flagger										
0520	520.0	per HR	\$64.250	60.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Rental of Skid Loader, Fully Operated										
0530	530.0	per HR	\$88.000	60.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Rental of Dump Truck, Fully Operated										
0540	540.0	LS	\$114,688.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$114,688.00
Contractor Provided Construction Surveying and Staking										
0550	550.0	EA	\$1,119.000	6.000	0.000	6.000	6.000	6.000	\$0.00	\$6,714.00
Protection of Curb Inlet										
0560	909.0	EA	\$53,465.740	1.000	0.800	0.000	0.800	0.800	\$42,772.59	\$42,772.59
FURNISH AND INSTALL RADAR VEHICLE DETECTION SYSTEM - APPROACH										
Section Totals:									\$784,210.42	\$3,102,051.67
Total Payments:									\$784,210.42	\$3,102,051.67

Time Charges

Time Limit	Original Deadline	Authorized Deadline	Charges This Period	Damages This Period	Days Completed To Date	Days Remaining To Date	Damages To Date
Complete All Work by Deadline	10/30/2021	10/30/2021	N/A	\$0.00	N/A	63.0 Days	\$0.00
Total Damages:							\$0.00

Summary

Current Approved Work:	\$784,210.42	Approved Work To Date:	\$3,102,051.67
Current Stockpile Advancement:	\$0.00	Stockpile Advancement To Date:	\$0.00
Current Stockpile Recovery:	\$0.00	Stockpile Recovery To Date:	\$0.00
Current Retainage:	\$78,421.04	Retainage To Date:	\$310,205.17
Current Retainage Released:	\$0.00	Retainage Released To Date:	\$0.00
Current Liquidated Damages:	\$0.00	Liquidated Damages To Date:	\$0.00
Current Adjustment:	\$0.00	Adjustments To Date:	\$0.00
Current Payment:	\$705,789.38	Payments To Date:	\$2,791,846.50
Previous Payment:	\$519,227.42	Previous Payments To Date:	\$2,086,057.12

Funding Details

Default Fund Package:	\$0.00	Default Fund Package To Date:	\$0.00
M-376(390) 96th St.:	\$784,210.42	M-376(390) 96th St. To Date:	\$1,601,634.54
M-376(391) 108th St.:	\$0.00	M-376(391) 108th St. To Date:	\$1,500,417.13
Current Payment:	\$784,210.42	Payments To Date:	\$3,102,051.67



Contractor Representative

8/30/21

Date



Benesch Project Manager

8/30/21

Date



City of La Vista Representative

8/30/21

Date

OK TO PAY
PMD 8/30/21
05.71.0917 - START 20004
\$705,789.38

Detailed Payment:

96th St - Portal to Harrison & 108th St - Giles to Harrison

08/28/2021

Page 8 of 8



City of La Vista

Detailed Payment

M-376 (378) Parkview Blvd Panel Repair

Description Parkview Blvd Panel Repair at Various Locations

Payment Number 2

Pay Period 07/04/2021 to 08/21/2021

Prime Contractor TR Construction
12520 F Plaza
Omaha, NE 68137

Payment Status Pending

Awarded Project Amount \$372,175.96

Authorized Amount \$372,175.96

Remarks Retainage will be released after completion of punchlist and sodding of area.

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
Section: 1 - Description										
0010	1	LS	\$12,768.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$12,768.00
Mobilization										
0020	2	EA	\$556.000	7.000	7.000	2.000	9.000	9.000	\$3,892.00	\$5,004.00
Clearing and Grubbing Per Intersection Corner										

Detailed Payment:
M-376 (378) Parkview Blvd Panel Repair

08/23/2021
Page 1 of 4

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0030	3	SY	\$62.130	3,600.000	2,999.332	1,115.124	4,114.456	4,114.456	\$186,348.50	\$255,631.15
Pavement Repair - Large Area (Type L65)										
0040	4	SY	\$64.240	600.000	119.440	109.511	228.951	228.951	\$7,672.82	\$14,707.81
Pavement Repair - Large Area (Type L85)										
0050	5	SY	\$71.530	500.000	452.045	8,167	460.212	460.212	\$32,334.77	\$32,918.96
Pavement Repair - Small Area (Type L65)										
0060	6	SY	\$77.420	100.000	285.291	0.000	285.291	285.291	\$22,087.23	\$22,087.23
Pavement Repair - Small Area (Type L85)										
0070	7	SY	\$65.580	80.000	57.242	18.022	75.264	75.264	\$3,753.93	\$4,935.81
Repair Driveway (Type L85)										
0080	8	SY	\$8.400	350.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Install Sodding										
0090	9	EA	\$48.000	10.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Remove and Install New Sprinkler System Head										
0100	10	EA	\$192.000	7.000	0.000	1.000	1.000	1.000	\$0.00	\$192.00
Adjust Manhole to Grade										
0110	11	SF	\$7.340	600.000	988.190	211.200	1,199.390	1,199.390	\$7,253.31	\$8,803.52
Repair Sidewalk										
0120	12	SF	\$9.960	252.000	181.700	54.825	236.525	236.525	\$1,809.73	\$2,355.79
Construct Concrete Curb Ramp										
0130	13	SF	\$43.440	56.000	56.000	16.000	72.000	72.000	\$2,432.64	\$3,127.68
Construct Detectable Warning Panels										

Detailed Payment:
M-376 (378) Parkview Blvd Panel Repair

08/23/2021
Page 2 of 4

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0140	14	LS	\$4,200.000	1.000	0.750	0.250	1.000	1.000	\$3,150.00	\$4,200.00
Provide Temporary Traffic Control										
0150	15	EA	\$3,840.000	3.000	2.000	1.000	3.000	3.000	\$7,680.00	\$11,520.00
Remove and Replace Curb Inlet Top										
0160	16	EA	\$7,320.000	1.000	1.000	0.000	1.000	1.000	\$7,320.00	\$7,320.00
Remove and Reconstruct Type "A" Single Inlet										
0170	17	HR	\$85.000	40.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Rental of Skid Steer, Fully Operated										
0180	18	HR	\$100.000	40.000	23.400	0.000	23.400	23.400	\$2,340.00	\$2,340.00
Rental of Dump Truck, Fully Operated										
Section Totals:									\$288,074.93	\$387,911.95
Total Payments:									\$288,074.93	\$387,911.95

Time Charges

Time Limit	Original Deadline	Authorized Deadline	Charges This Period	Damages This Period	Days Completed To Date	Days Remaining To Date	Damages To Date
Due Date	09/30/2021	09/30/2021	N/A	\$0.00	N/A	40.0 Days	\$0.00
Total Damages:							\$0.00

Detailed Payment:

M-376 (378) Parkview Blvd Panel Repair

08/23/2021

Page 3 of 4

Summary

Current Approved Work:	\$288,074.93	Approved Work To Date:	\$387,911.95
Current Stockpile Advancement:	\$0.00	Stockpile Advancement To Date:	\$0.00
Current Stockpile Recovery:	\$0.00	Stockpile Recovery To Date:	\$0.00
Current Retainage:	\$28,807.50	Retainage To Date:	\$38,791.20
Current Retainage Released:	\$0.00	Retainage Released To Date:	\$0.00
Current Liquidated Damages:	\$0.00	Liquidated Damages To Date:	\$0.00
Current Adjustment:	\$0.00	Adjustments To Date:	\$0.00
Current Payment:	<u>\$259,267.43</u>	Payments To Date:	\$349,120.75
Previous Payment:	\$89,853.32	Previous Payments To Date:	\$89,853.32

Tucker Lancaster
TSLA

Contractor Representative

Date

8/30/21



Benesch Project Manager

Date

8/31/21



City of La Vista Representative

Date

8/31/21

OK to Pay
PMD 8/31/21

05.71.0917 - STAT 2/06/21

Detailed Payment:

M-376 (378) Parkview Blvd Panel Repair

08/23/2021

Page 4 of 4



8506 Madison Street • Omaha, NE 68127
SINCE 1987
www.omahaelectric.com

Invoice



A-12

Invoice Number
15902
Invoice Date
8/18/2021

Bill To: CITY OF LAVISTA
8116 PARK AVE BLVD

LA VISTA, NE 68128

Re: 114th and Giles
114th and Giles

La Vista, NE

Our Job No	Customer Job No	Customer PO	Payment Terms	Due Date
11756			Net 30 Days	9/17/2021
Description				Price
Description		Unit of Measure	Unit Price	Extended Price
Please see attached Unit Price sheet for details		ls	72,717.84	72,717.84

SEE SHEET 2

Convenience fee of 2.5% of total invoice
will apply when paying with credit card

Subtotal	\$	72,717.84
Sales Tax (if applicable)	\$	0.00

NOW ACCEPTING E-CHECKS WITH NO PROCESSING FEE

Total Due \$ 72,717.84

Overdraft fee of \$35.00 will be charged for all NSF items.

Thank you for your business!!

Please remit payment to Omaha Electric Service, 8506 Madison Street, Omaha NE 68127

JOB NAME: 114th & Giles Road Intersection improvements
 JOB NUMBER 11756
 BILLING NUMBER: 1

CUSTOMER: City of La Vista
 CUSTOMER ADDRESS: 9909 Portal Rd
 Papillion, NE 68046
 ATTN: Jeff Thompson

INVOICE #: 15902
 DATE: 8/18/2021

ITEM NO.	C.O. NO.	DESCRIPTION	ORIGINAL CONT. QUANT.	C.O. ADJUST. AMOUNT	OVERALL REVISED CONT. QUANT.	UNITS	UNIT PRICE	TOTAL Contract Amount	Total Previously billed quantities (Input from last invoice)	Total Previous Billed Amount	Total Previous % Billed	Current Quantities (Input current completed)	Current Amount	Current % Billed	Total quantities Billed to date	Total Amount Billed to date
1		Mobilization/DeMob	1		1		\$ 6,434.89	\$ 6,434.89		\$ -	0%	1.00	\$ 6,434.89	100%	1.00	\$ 6,434.89
2		Traffic Control	1		1		\$ 2,012.10	\$ 2,012.10		\$ -	0%	1.00	\$ 2,012.10	100%	1.00	\$ 2,012.10
3		Tape Marking 5" White Grooved	315		315		\$ 5.77	\$ 1,817.55		\$ -	0%	315.00	\$ 1,817.55	100%	315.00	\$ 1,817.55
4		Tape Marking 12" White Grooved	425		425		\$ 16.83	\$ 7,152.75		\$ -	0%	425.00	\$ 7,152.75	100%	425.00	\$ 7,152.75
5		Tape Marking 24" White Grooved	48		48		\$ 34.74	\$ 1,667.52		\$ -	0%	48.00	\$ 1,667.52	100%	48.00	\$ 1,667.52
6		Tape Marking Direction Arrow	6		6		\$ 594.79	\$ 3,568.74		\$ -	0%	6.00	\$ 3,568.74	100%	6.00	\$ 3,568.74
7		Traffic Post & Signs	1		1		\$ 1,178.19	\$ 1,178.19		\$ -	0%	1.00	\$ 1,178.19	100%	1.00	\$ 1,178.19
8		Remove Makrings	1,150		1,150		\$ 1.17	\$ 1,345.50		\$ -	0%	1150.00	\$ 1,345.50	100%	1150.00	\$ 1,345.50
9		Remove Makring Symbol	2		2		\$ 255.53	\$ 511.06		\$ -	0%	2.00	\$ 511.06	100%	2.00	\$ 511.06
10		Remove Signal Detection System	1		1		\$ 1,011.77	\$ 1,011.77		\$ -	0%	1.00	\$ 1,011.77	100%	1.00	\$ 1,011.77
11		Install Radar Detection system	1		1		\$ 33,884.21	\$ 33,884.21		\$ -	0%	1.00	\$ 33,884.21	100%	1.00	\$ 33,884.21
12		Traffic Signal Type TS-1RR	1		1		\$ 218.56	\$ 218.56		\$ -	0%	1.00	\$ 218.56	100%	1.00	\$ 218.56
13		Remove Traffic Signal	3		3		\$ 292.88	\$ 878.64		\$ -	0%	3.00	\$ 878.64	100%	3.00	\$ 878.64
14		Traffic Signal Type TS-1LFF	2		2		\$ 902.76	\$ 1,805.52		\$ -	0%	2.00	\$ 1,805.52	100%	2.00	\$ 1,805.52
15		Traffic Signal Type TS-1L	2		2		\$ 747.09	\$ 1,494.18		\$ -	0%	2.00	\$ 1,494.18	100%	2.00	\$ 1,494.18
16		Relocate Priority Control System	1		1		\$ 1,118.00	\$ 1,118.00		\$ -	0%	1.00	\$ 1,118.00	100%	1.00	\$ 1,118.00
17		Install Type A Sign	8		8		\$ 102.34	\$ 818.72		\$ -	0%	8.00	\$ 818.72	100%	8.00	\$ 818.72
18		Install Traffic Signal Tonroller Type M60	1		1		\$ 5,799.94	\$ 5,799.94		\$ -	0%	1.00	\$ 5,799.94	100%	1.00	\$ 5,799.94
CONSTRUCTION TOTAL:								\$ 72,717.84		\$ -	0%		\$ 72,717.84	100%		\$ 72,717.84
CONST. CONTRACT AMOUNT:								72,717.84								

Original Contract 72,717.84
 Change Order \$ -
 Revised Contract \$ 72,717.84

Less 10% Retained: \$ 7,271.78 Previous Retained: \$ - Current Retained: \$ 7,271.78 Total Retained: \$ 7,271.78

CURRENT TOTAL AMOUNT DUE: \$ 65,446.06 Pay this amount

OK TO PAY
 PMD 9/2/21
 05.71.0917- STRT21003

COUNCIL REVIEWED

Check #	Check Date	Vendor Name	Amount	Voided
135359	08/18/2021	DESIGN WORKSHOP INC	1,399.08	N
135360	08/18/2021	LEAGUE OF NEBRASKA MUNICIPALITIES	48,905.00	N
135361	08/18/2021	OLSSON, INC.	2,107.50	N
1549(E)	08/25/2021	FIRST BANKCARD	12,550.36	N
1556(E)	08/25/2021	CITIBANK COSTCO VISA	95.93	N
1557(E)	08/31/2021	3C PAYMENT USA CORPORATION	100.00	N
1558(E)	08/31/2021	ABM INDUSTRIES, INC	9,299.81	N
1559(E)	08/31/2021	ACTIVE NETWORK LLC	76.67	N
1560(E)	08/31/2021	AMERICAN HERITAGE LIFE INSURANCE CO	1,197.43	N
1561(E)	08/31/2021	BLACK HILLS ENERGY	1,207.09	N
1562(E)	08/31/2021	CCAP AUTO LEASE LTD	391.12	N
1563(E)	08/31/2021	CENTURY LINK/LUMEN	876.14	N
1564(E)	08/31/2021	CENTURY LINK/LUMEN	66.74	N
1565(E)	08/31/2021	DEARBORN NATIONAL LIFE INSURANCE CO	1,147.00	N
1566(E)	08/31/2021	DEARBORN NATIONAL LIFE INSURANCE CO	6,403.50	N
1567(E)	08/31/2021	GREATAMERICA FINANCIAL SERVICES	1,127.00	N
1568(E)	08/31/2021	LINCOLN NATIONAL LIFE INS CO	6,277.06	N
1569(E)	08/31/2021	MEDICA INSURANCE COMPANY	108,676.72	N
1570(E)	08/31/2021	METROPOLITAN UTILITIES DISTRICT	22,316.33	N
1571(E)	08/31/2021	MID-AMERICAN BENEFITS INC	4,427.44	N
1572(E)	08/31/2021	MID-AMERICAN BENEFITS INC	8,933.98	N
1573(E)	08/31/2021	NE DEPT OF REVENUE-SALES TAX	670.84	N
1574(E)	08/31/2021	OMAHA PUBLIC POWER DISTRICT	46,009.63	N
1575(E)	08/31/2021	PAYROLL MAXX	774,726.37	N
1576(E)	08/31/2021	TOSHIBA FINANCIAL SERVICES	265.40	N
1577(E)	08/31/2021	UNITED HEALTHCARE INSURANCE CO	1,009.58	N
1578(A)	09/07/2021	CITY OF OMAHA	281,376.80	N
1579(A)	09/07/2021	CITY OF PAPILLION - MFO	208,707.00	N
1580(A)	09/07/2021	GRAYSHIFT LLC	11,158.43	N
135362	09/07/2021	911 CUSTOM LLC	135.00	N
135363	09/07/2021	A-RELIEF SERVICES INC	257.42	N
135364	09/07/2021	AA WHEEL & TRUCK SUPPLY INC	799.48	N
135365	09/07/2021	ACCO UNLIMITED CORPORATION	286.50	N
135366	09/07/2021	AKRS EQUIPMENT SOLUTIONS, INC.	495.67	N
135367	09/07/2021	AMAZON CAPITAL SERVICES, INC.	336.85	N
135368	09/07/2021	AMERICAN RED CROSS	80.00	N
135369	09/07/2021	ASP ENTERPRISES INC	224.00	N
135370	09/07/2021	ASPEN EQUIPMENT COMPANY	322.38	N
135371	09/07/2021	AT&T MOBILITY LLC	97.40	N
135372	09/07/2021	BACON LETTUCE CREATIVE	840.00	N
135373	09/07/2021	BAUER BUILT INC	898.09	N
135374	09/07/2021	BEAUMONT, MITCH	493.00	N
135375	09/07/2021	BEN BEEDE	20.00	N
135376	09/07/2021	BEN PRELLWITZ	120.00	N
135377	09/07/2021	BIBLIOTHECA LLC	13.24	N
135378	09/07/2021	BISHOP BUSINESS EQUIPMENT	1,292.05	N
135379	09/07/2021	BISHOP BUSINESS EQUIPMENT COMPANY	314.24	N

COUNCIL REVIEWED

Check #	Check Date	Vendor Name	Amount	Voided
135380	09/07/2021	BIZCO, INC.	3,143.01	N
135381	09/07/2021	BROADCAST MUSIC INC	4.00	N
135382	09/07/2021	BUETHE, PAM	100.00	N
135383	09/07/2021	BUILDERS SUPPLY CO INC	417.73	N
135384	09/07/2021	CARROT-TOP INDUSTRIES INC	1,069.89	N
135385	09/07/2021	CENTER POINT, INC.	44.34	N
135386	09/07/2021	CHAD GUNN	120.00	N
135387	09/07/2021	CINTAS CORPORATION NO. 2	321.96	N
135388	09/07/2021	CITY OF PAPILLION	12,153.96	N
135389	09/07/2021	COLIBRI SYSTEMS NORTH AMER INC	1,089.61	N
135390	09/07/2021	CORNHUSKER INTL TRUCKS INC	225.40	N
135391	09/07/2021	COX COMMUNICATIONS, INC.	147.03	N
135392	09/07/2021	CULLIGAN OF OMAHA	46.25	N
135393	09/07/2021	D & K PRODUCTS	3,701.00	N
135394	09/07/2021	DARECATALOG.COM	595.04	N
135395	09/07/2021	DATASHIELD CORPORATION	140.00	N
135396	09/07/2021	DEFIANCE HARLEY-DAVIDSON	493.93	N
135397	09/07/2021	DIAMOND BLADE DISTRIBUTORS LLC	624.95	N
135398	09/07/2021	DIAMOND VOGEL PAINTS	35.80	N
135399	09/07/2021	DOG WASTE DEPOT	150.26	N
135400	09/07/2021	DOUGLAS COUNTY SHERIFF'S OFC	612.50	N
135401	09/07/2021	ECHO GROUP INCORPORATED	233.32	N
135402	09/07/2021	EDGEWEAR SCREEN PRINTING	311.00	N
135403	09/07/2021	EYMAN PLUMBING INC	3,438.13	N
135404	09/07/2021	FEDEX	11.55	N
135405	09/07/2021	FERGUSON ENTERPRISES INC #226	35.90	N
135406	09/07/2021	FITZGERALD SCHORR BARMETTLER	27,046.60	N
135407	09/07/2021	GALE	124.45	N
135408	09/07/2021	GENERAL FIRE & SAFETY EQUIP CO	201.05	N
135409	09/07/2021	GENUINE PARTS COMPANY-OMAHA	593.21	N
135410	09/07/2021	GREAT PLAINS UNIFORMS	141.49	N
135411	09/07/2021	GUNN, BRENDA	270.04	N
135412	09/07/2021	HARM'S CONCRETE INC	140.00	N
135413	09/07/2021	HEIMES CORPORATION	80.00	N
135414	09/07/2021	HOBBY LOBBY STORES INC	50.80	N
135415	09/07/2021	HOIT, CHRISTINE M	186.00	N
135416	09/07/2021	HOME DEPOT CREDIT SERVICES	48.48	N
135417	09/07/2021	HUNTEL COMMUNICATIONS, INC	115.00	N
135418	09/07/2021	HY-VEE 9707	599.66	N
135419	09/07/2021	HY-VEE INC	162.00	N
135420	09/07/2021	IDENTISYS INCORPORATED	72.02	N
135421	09/07/2021	INDUSTRIAL SALES COMPANY INC	34.21	N
135422	09/07/2021	INGRAM LIBRARY SERVICES	97.29	N
135423	09/07/2021	INLAND TRUCK PARTS & SERVICE	3,000.28	N
135424	09/07/2021	J RETZ LANDSCAPE, INC	6,866.88	N
135425	09/07/2021	JOHN T RYDZYNSKI JR.	20.00	N
135426	09/07/2021	LA VISTA COMMUNITY FOUNDATION	120.00	N

COUNCIL REVIEWED

Check #	Check Date	Vendor Name	Amount	Voided
135427	09/07/2021	LANOHA NURSERY, INC	250.00	N
135428	09/07/2021	LARSEN SUPPLY COMPANY	562.60	N
135429	09/07/2021	LOGAN CONTRACTORS SUPPLY	877.52	N
135430	09/07/2021	LOVELAND GRASS PAD	15.96	N
135431	09/07/2021	MARCO INCORPORATED	133.29	N
135432	09/07/2021	MARTIN ASPHALT - MONARCH OIL	532.80	N
135433	09/07/2021	MARVIN PLANNING CONSULTANTS INC	240.00	N
135434	09/07/2021	MATHESON TRI-GAS INC	217.65	N
135435	09/07/2021	MENARDS-RALSTON-CORPORATE	275.30	N
135436	09/07/2021	METRO AREA TRANSIT	1,711.00	N
135437	09/07/2021	MIDWEST TAPE	337.52	N
135438	09/07/2021	MIDWEST TURF & IRRIGATION	230.49	N
135439	09/07/2021	NOLL, MARGARET M	240.00	N
135440	09/07/2021	NPZA-NE PLANNING/ZONING ASSN	695.00	N
135441	09/07/2021	OFFICE DEPOT INC	1,034.80	N
135443	09/07/2021	OMNI ENGINEERING	1,851.06	N
135444	09/07/2021	PAPILLION SANITATION	344.70	N
135445	09/07/2021	PAPILLION TIRE INCORPORATED	477.42	N
135446	09/07/2021	PER MAR SECURITY SERVICES	55.33	N
135447	09/07/2021	PITNEY BOWES GLOBAL FIN SVCS	429.99	N
135448	09/07/2021	QUALITY AUTO REPAIR & TOWING, INC.	83.00	N
135449	09/07/2021	RACHEL ROSS	120.00	N
135450	09/07/2021	RAKA, NMC GROUP INC	5,515.80	N
135451	09/07/2021	RALSTON AREA BASEBALL ASSOCIATION	1,140.00	N
135452	09/07/2021	RAY ALLEN MANUFACTURING CO INC	94.99	N
135453	09/07/2021	READY MIXED CONCRETE COMPANY	2,047.81	N
135454	09/07/2021	REF'S SPORTS BAR & GRILL	348.80	N
135455	09/07/2021	REGAL AWARDS INC.	26.50	N
135456	09/07/2021	RINGO, CHELSEA	60.00	N
135457	09/07/2021	RIVER CITY RECYCLING	60.00	N
135458	09/07/2021	ROBERT T. HENNRICH	519.00	N
135459	09/07/2021	SAPP BROS, INC.	504.00	N
135460	09/07/2021	SARPY COUNTY COURTHOUSE	4,313.96	N
135461	09/07/2021	SARPY DOUGLAS LAW ENFORCE. ACADEMY	122.15	N
135462	09/07/2021	SIGN IT	236.80	N
135463	09/07/2021	SOUTHERN UNIFORM & EQUIPMENT LLC	115.00	N
135464	09/07/2021	SUBURBAN NEWSPAPERS INC	2,633.75	N
135465	09/07/2021	SUN COUNTRY DISTRIBUTING LTD	65.41	N
135466	09/07/2021	THE COLONIAL PRESS, INC	1,347.01	N
135467	09/07/2021	THE WALDINGER CORPORATION	3,192.16	N
135468	09/07/2021	TORNADO WASH LLC	413.00	N
135469	09/07/2021	TRAIL, RANDY	15.98	N
135470	09/07/2021	TRANS UNION RISK AND ALT. DATA SOL.	75.00	N
135471	09/07/2021	TRANSPARENT LANGUAGE INC	1,200.00	N
135472	09/07/2021	TRUCK CENTER COMPANIES	146.19	N
135473	09/07/2021	TY'S OUTDOOR POWER & SERVICE	199.96	N
135474	09/07/2021	U.S. CELLULAR	2,354.07	N

ACCOUNTS PAYABLE CHECK REGISTER

COUNCIL REVIEWED

Check #	Check Date	Vendor Name	Amount	Voided
135475	09/07/2021	UNITE PRIVATE NETWORKS LLC	4,400.00	N
135476	09/07/2021	VERIZON CONNECT NWF, INC.	631.41	N
135477	09/07/2021	VERIZON WIRELESS	413.97	N
135478	09/07/2021	WALMART COMMUNITY BRC	1,329.30	N
135479	09/07/2021	WOODHOUSE FORD-BLAIR	118.41	N
135480	09/07/2021	WOODHOUSE FORD-BLAIR	520.68	N
147	CHECKS PRINTED	TOTAL CLAIM AMOUNT:	\$1,682,643.83	0

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
SEPTEMBER 7, 2021 AGENDA**

Subject:	Type:	Submitted By:
CONDITIONAL USE PERMIT – JOHN GALASKA – LOTS 12, 15, 16 & 17 CROSSROADS ADDITION	◆ RESOLUTION ORDINANCE RECEIVE/FILE	CALE BRODERSEN ASSISTANT PLANNER

SYNOPSIS

A public hearing has been scheduled and resolution prepared to consider an application for a Conditional Use Permit to allow for outdoor storage and an indoor self-service storage facility on Lots 12, 15, 16, and 17 Crossroads Addition, generally located north of Portal Road between Hupp Drive and S 97th Street.

FISCAL IMPACT

N/A.

RECOMMENDATION

Approval.

BACKGROUND

The property located at 9710 Portal Road was being utilized for outdoor storage prior to the 2001 adoption of La Vista's updated zoning ordinance which requires a Conditional Use Permit for all outdoor storage in the I-2 Heavy Industrial zoning district. The outdoor storage use on this property is currently considered legally non-conforming (i.e. it is considered to be "grandfathered in"). The applicant seeks to construct a self-service storage building (indoor RV storage) on Lots 15-17 Crossroads Addition and extend the outdoor storage of RVs to Lot 12 Crossroads Addition. The introduction of the self-service storage facility and outdoor storage require a Conditional Use Permit, per Section 5.14.03 of the La Vista Zoning Ordinance.

A public hearing has been scheduled and resolution prepared to consider the application submitted for a Conditional Use Permit to bring the existing outdoor storage on Lots 15-17 Crossroads Addition into compliance, to allow for the construction of an indoor self-service storage facility, and to allow for the operation of outdoor storage on Lot 12 Crossroads Addition.

A detailed staff report is attached.

The Planning Commission held a public hearing on August 5, 2021, and unanimously recommended approval of the Conditional Use Permit as the request is consistent with the Comprehensive Plan and the Zoning Ordinance.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING A CONDITIONAL USE PERMIT TO CONSTRUCT, OWN, AND OPERATE AN OUTDOOR STORAGE FACILITY AND AN INDOOR SELF-SERVICE STORAGE FACILITY ON LOTS 12, 15, 16, AND 17 CROSSROADS ADDITION.

WHEREAS, an application has been submitted for a Conditional Use Permit to allow for outdoor storage and an indoor self-service storage facility on Lots 12, 15, 16, and 17 Crossroads Addition, generally located north of Portal Road between Hupp Drive and S. 97th Street; and

WHEREAS, the Planning Commission held a public hearing on August 5, 2021 to review the application and unanimously voted to recommend approval; and

WHEREAS, the Mayor and City Council of the City of La Vista are agreeable to the issuance of a Conditional Use Permit for such purposes.

NOW THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista hereby approve and authorize the execution of a Conditional Use Permit in form and content submitted at this meeting, subject to any additions, subtractions, or modifications that the City Administrator may determine necessary or advisable to construct, own, and operate an outdoor storage facility and an indoor self-service storage facility on Lots 12, 15, 16, and 17 Crossroads Addition.

PASSED AND APPROVED THIS 7TH DAY OF SEPTEMBER 2021.

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

Pamela A. Buethe, CMC
City Clerk



**CITY OF LA VISTA
PLANNING DIVISION
RECOMMENDATION REPORT**

CASE NUMBERS: PCUP21-0001;

FOR HEARING OF: SEPTEMBER 7, 2021
REPORT PREPARED ON: AUGUST 26, 2021

I. GENERAL INFORMATION

A. APPLICANT(S):

John Galaska
11620 S 181st Circle
Gretna, NE 68028

B. PROPERTY OWNER:

John Galaska
11620 S 181st Circle
Gretna, NE 68028

C. LOCATION: 9710 Portal Road, La Vista, NE 68128 & 9304 S 97th Street, La Vista, NE 68128.

D. LEGAL DESCRIPTION: Lots 12, 15, 16, and 17 Crossroads Addition.

E. REQUESTED ACTION(S): Approval of a Conditional Use Permit for outdoor storage and a self-service storage facility.

F. EXISTING ZONING AND LAND USE: I-2 Heavy Industrial.

G. PURPOSE OF REQUEST: To bring an existing legally non-conforming outdoor storage use on Lots 15-17 Crossroads Addition into compliance, to allow for outdoor storage on Lot 12 Crossroads Addition, and to allow for the construction and operation of a self-service storage facility on Lots 15-17 Crossroads Addition.

H. SIZE OF SITE: Approximately 6.37 acres.

II. BACKGROUND INFORMATION

A. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

<u>Direction From Subject Property</u>	<u>Future Land Use Designation</u>	<u>Current Zoning Designation</u>	<u>Surrounding Development</u>
North	Industrial	I-2 Heavy Industrial	Crossroads Addition Industrial Subdivision
East	Industrial	I-2 Heavy Industrial and a Gateway Corridor Overlay (Overlay District)	Crossroads Addition Industrial Subdivision
South	Industrial	I-2 Heavy Industrial; AG Agricultural District (Papillion)	Portal Road ROW; Patrick Thomas Juvenile Justice Center
West	Industrial	I-2 Heavy Industrial; AG Agricultural District (Papillion)	La Vista Parks Department and Papillion Public Works

B. RELEVANT CASE HISTORY:

1. John Galaska's property located at 9710 Portal Road was being utilized for outdoor storage prior to the 2001 adoption of La Vista's updated zoning ordinance which requires a Conditional Use Permit for all outdoor storage in the I-2 Heavy Industrial zoning district. The outdoor storage use on this property is currently considered legally non-conforming (i.e. it is considered to be "grandfathered in").
2. Any expansion or enlargement of a legally-nonconforming land use is not permitted, per Section 4.20 of the La Vista Zoning Ordinance.
3. John Galaska approached the Community Development Department about constructing a self-service storage building (indoor RV storage) on Lots 15-17 Crossroads Addition, and extending the outdoor storage land use to Lot 12 Crossroads Addition. The introduction of the self-service storage facility and outdoor storage require a Conditional Use Permit, per Section 5.14.03 of the La Vista Zoning Ordinance.
4. This Conditional Use Permit, if approved, would allow for the introduction of the uses described above, and would also bring the existing outdoor storage use into compliance.

C. APPLICABLE REGULATIONS:

1. Section 5.14 of the Zoning Regulations – I-2 Heavy Industrial
2. Article 6 of the Zoning Regulations – Conditional Use Permits

3. Section 7.05 of the Zoning Regulations – Off-Street Automobile Storage
4. Section 7.16 of the Zoning Regulations – Performance Standards for Industrial Uses

III. ANALYSIS

- A. COMPREHENSIVE PLAN:** The Future Land Use Map of the La Vista Comprehensive Plan designates the area for industrial uses.
- B. OTHER PLANS:** N/A.
- C. TRAFFIC AND ACCESS:**
 1. The main entrance to Galaska's storage facility is off Portal Road with a secondary access on Hupp Drive. Customers gaining access to the outdoor storage on Lot 12 Crossroads Addition will enter using the existing access points to Lots 15-17 Crossroads Addition off Portal Road and Hupp Drive.
- D. UTILITIES:** N/A
- E. PARKING REQUIREMENTS:** N/A

IV. REVIEW COMMENTS:

- A.** Screening in the form of fencing with slats is required for all street-facing perimeters on Lots 12, 15, 16, and 17 Crossroads Addition. Fencing will be added where not currently in place, and existing fencing will be repaired and maintained, per Section 2d in the draft Conditional Use Permit attached as Exhibit "C".
- B.** For Lot 12 to be utilized for outdoor storage and parking of vehicles and trailers, it must first be paved with asphalt or concrete, per Section 7.05.03 of the La Vista Zoning Ordinance. Prior to paving, the applicant must first receive a building permit and approval of a Post Construction Stormwater Management Plan (PCSWMP). In conjunction with the PCSWMP, the applicant must adhere to the City of La Vista's stormwater management and detention requirements, per Section 2e of the attached, draft Conditional Use Permit.
- C.** The proposed self-service storage facility would contain approximately 5 bays for indoor RV storage and one office/apartment to house an on-site facility manager/security personnel. Final design of this addition to the main facility has not been completed.

- D. Additional information about the proposed use is included in the "Operating Statement" as an attachment to the Draft Conditional Use Permit attached to this staff report as Exhibit "C".

V. STAFF RECOMMENDATION – CONDITIONAL USE PERMIT:

Staff recommends approval of the Conditional Use Permit for John Galaska for Lots 12, 15, 16, & 17 Crossroads Addition, as the request is consistent with La Vista's Comprehensive Plan and Zoning Ordinance.

VI. PLANNING COMMISSION RECOMMENDATION – CONDITIONAL USE PERMIT:

The La Vista Planning Commission held a public hearing on August 5, 2021 and voted unanimously to recommend approval of the Conditional Use Permit for John Galaska for Lots 12, 15, 16, & 17 Crossroads Addition, as the request is consistent with La Vista's Comprehensive Plan and Zoning Ordinance.

VII. ATTACHMENTS TO REPORT:

- A. Vicinity Map
- B. Review Letters
- C. Draft Conditional Use Permit

VIII. COPIES OF REPORT SENT TO:

- A. John Galaska
- B. Dean Fajen, Fajen Consulting
- C. Brad Blakeman, Blakeman Engineering
- D. Public Upon Request



Prepared by: Assistant Planner



Community Development Director

8/30/21

Date



Conditional Use Permit Vicinity Map



Legend

- Property Lines
- Galaska Storage Facility Boundaries





February 9, 2021

John Galaska
11620 South 181st Circle
Gretna, NE 68028

RE: Outdoor Storage & Self-Service Storage Facility Conditional Use Permit
– 9710 Portal Road - Initial Review

Mr. Galaska,

Thank you for your submittal of the above referenced Conditional Use Permit (CUP) application. Staff have reviewed the initial submittal and have provided the following initial comments:

1. Per Section 5.14.01 of the La Vista Zoning Ordinance, the front yard setback in the I-2 Zoning District when parking is located in front of the building is sixty feet (60'). The site plan that you provided calls out a fifty-foot setback (50') on the north side of the property for the new addition that will need to be increased by a minimum of 10 feet. Please revise the site plan to meet the required setback for the proposed addition, and delete the reference to the building setback in the last sentence of the operating statement.
2. Any fencing surrounding the property that abuts a street will need to provide adequate screening of the outdoor storage areas and be maintained in good repair. Slats will need to be added to the open fencing on the east half of the northern property line, and damaged slating in the existing screened fencing around the property will need to be repaired within six months of approval of the proposed Conditional Use Permit.
3. The Fire Marshal with the Papillion Fire Department noted that the addition to the non-conforming structure will require that fire sprinklers be installed in both the addition and in the existing building, as 12,000 square feet is the trigger for fire sprinklers in an S-1 Occupancy.

City Hall
8116 Park View Blvd.
La Vista, NE 68128-2198
402.331.4343 F
402.331.4375 F

Community Development
8116 Park View Blvd.
402.593.6400 F
402.593.6445 F

Library
9110 Giles Rd.
402.537.3900 F
402.537.3902 F

Police
7701 S. 96th St.
402.331.1582 F
402.331.7210 F

Public Works
9900 Portal Rd.
402.331.8927 F
402.331.1051 F

Recreation
8116 Park View Blvd.
402.331.3455 F
402.331.0299 F

4. As the proposed disturbance of ground is less than the 5,000 SF, and as it is likely not to change the drainage pattern significantly, a Post Construction Stormwater Management Plan (PCSMP) is not likely at this time. However, if the disturbance becomes greater than 5,000 SF, or the drainage patterns are altered significantly/adverse drainage conditions arise from the addition of the building, then a PCSMP would be required prior to issuance of a building permit.
5. Due to the amount of pre-existing pavement and the close proximity of the power lines to the southern property line, La Vista recognizes the potential challenges present in meeting the requirement of one tree per forty feet of street frontage, per Section 7.17.03.02 of the La Vista Zoning Ordinance. As an alternative to meeting the requirement of one tree per forty feet, La Vista would allow for the placement of at least one shrub per twenty feet on the southern property line fronting Portal Road. Additional plantings beyond that minimum are welcomed, but not required. We would allow the use of the following shrub species planted at a minimum size of 5 gallons:
 - i. Alpine Currant
 - ii. Burning Bush
 - iii. Birchleaf Spirea
 - iv. Blue Muffin Viburnum

Please submit a landscaping plan that denotes the placement and species of the additional plantings required, along with a timeline for when the plants could be installed.

6. Staff will create a draft of the Conditional Use Permit to be shared with you in the near future.

Please submit a response to each of the items above, in addition to the revised site plan and operating statement. A schedule for the meetings and public hearings at the Planning Commission and City Council will be determined upon resubmittal. If you have any questions regarding these comments, please feel free to contact me at any time.

Sincerely,



Cale Brodersen
Assistant Planner
City of La Vista
cbrodersen@cityoflavista.org
(402) 593-6400

CC

Dean Fajen, Fajen Consulting, LLC
Christopher Solberg, Deputy Community Development Director
Bruce Fountain, Community Development Director

From: [Dean Fajen](#)
To: [Cale Brodersen](#)
Cc: tjomaha2589@yahoo.com; [Dean Fajen](#); [BlakemanEng](#)
Subject: RE: [EXT]RE: Galaska Conditional Use Permit Application - Initial Review Letter
Date: Wednesday, June 9, 2021 11:53:52 AM
Attachments: [C1.1.pdf](#)
[image001.png](#)
[image002.png](#)

Hi Cale.

We wish to amend our Conditional Use Permit to include RV Parking on Lot 12, as per the attached Site Plan:

1. We have provided the 15 foot setback as requested and required by the City on south and east sides of lot.
2. We have shown a 6 foot high slated chain-link fence as requested by all involved around the site.
3. We have matched the existing pavement in place to the west on and off of Lot 12.
4. We have shown a man gate for mowing and maintenance equipment to access the lot on the east side.

Due to the shallow and flatness of the site installing inlets on the south side where water will drain will be difficult due to lack of fall and cover over pipes that can be achieved especially at the lowest point on the site which is already paved at the SW corner and were we are matching the pavement grades there. We would suggest that we construct the outdoor storage lot with no curbs all around it allowing for sheet flows off the site and not point source flows. The pavement would sheet flow South off the site into a erosion mat within the 15 foot setback area on south.

As for storm water detention you can see that this site has had heavy industrial usage since at least 2001 based on the aerals shown on the drawing. The heavy industrial usage was concrete factory from what we understand with concrete trucks constantly using the site and parking on the site. In our opinion between the constant heavy compaction caused by the trucks over at least the last 20 years and the usage and spillage of concrete on the site the site could seriously be considered impervious in its current state and not allowing storm water to infiltrate the subgrade in any manner with all storm water flowing off the site. With this consideration we would intend to design the site, with approval of the city, with no storm water detention structures on it due to the fact that the existing site condition is 100 percent impervious and the proposed plan would have the site 95% impervious in nature. Using this design analogy we feel we would be lowering the current storm water runoff volumes and flows off the site with the proposed plan.

As for storm water quality improvements and BMP's to achieve this requirement we would like to suggest using the 15 foot grass buffer strip to help in this function but would suggest using the very flat, long, and grassy swale south of the site for the primary water quality BMP. The swale is over 500 feet long and crosses Portal Road West of Lot 12 in 2 culverts as shown in the attached photo. The longitudinal slope of the swale is approximately 0.5 % which easily fits the definition of a water quality BMP that can be used as defined in the City Code. Its flow characteristics also can easily

handle the flows to it from the parking lot especially since the flows will be slightly less than are currently going to it after construction of the project. We believe using this existing swale would be beneficial to all parties by: eliminating the need for trying to install another BMP swale running parallel to the existing swale and daylighting into that same existing swale at the west end of Lot 12: elimination of excessive paperwork and permitting for a swale on site; and major maintenance issues of trying to keep the 2 swales right next to each other from becoming one wide flat channel over time which would cross over the property line.

Cale, let us know if you have questions or need more information.

Thanks,



ARCHITECT/STRUCTURAL ENGINEER

Dean Fajen PE, AIA
Fajen Consulting LLC
4916 Franklin St.
Omaha, NE 68104
(402) 677-2040
DeanFajen@outlook.com



July 12, 2021

John Galaska
11620 South 181st Circle
Gretna, NE 68028

RE: Outdoor Storage & Self-Service Storage Facility Conditional Use Permit
– 9710 Portal Road - Second Review

Mr. Galaska,

Thank you for your re-submittal of the above referenced Conditional Use Permit (CUP) application. Staff has reviewed the re-submittal and has provided the following comments:

1. Please clarify the runoff coefficient “C” value utilized in your calculations for the BMP’s referenced in the post construction stormwater management plan note on the updated site plan. While the ORSDM does not have a prescribed value for a rock surfaced or gravel lots, the most applicable value referenced is that for brick pavers. This value is 0.85 and is consistent with the values for rocked surfaces mentioned elsewhere. It appears some of the greenspace around the edges of the lot have either been already paved over recently or are proposed to be paved over. If the green spaces are lessened and more impervious area is introduced, the composite “C” value would also go up, meaning that stormwater detention would likely be required even if the surfacing value already used is 0.85.
2. With the uncertainty of the timeline for the construction of the proposed indoor storage facility, and the amendment to the application to also allow for storage on Lot 12 Crossroads Addition, please revise the operating statement submitted with your initial application to more broadly describe the use as a whole, including the outdoor storage of RV’s on Lots 12, 15, 16, and 17 Crossroads Addition, with a mention to the potential future construction of an indoor storage facility.

City Hall
8116 Park View Blvd.
La Vista, NE 68128-2198
402.331.4343 F
402.331.4375 F

**Community
Development**
8116 Park View Blvd.
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Library
9110 Giles Rd.
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Public Works
9900 Portal Rd.
402.331.8927 F
402.331.1051 F

Recreation
8116 Park View Blvd.
402.331.3455 F
402.331.0299 F

3. Please revise the site plan submitted for Lots 15, 16, and 17 Crossroads Addition by changing "New Storage Building" to "Potential Future Storage Building" if your timeline for the construction of the facility is still to be determined. Please also remove the hatching for the two parking stalls along the Hupp Drive frontage in front of the potential future building, as noted in the redlined site plan attached as Exhibit "A". As previously discussed, if this building is constructed, those two stalls will need to be removed in order to meet the required building setbacks per Section 5.14.05 of the La Vista Zoning Ordinance. If the two parking stalls are to be included, the setback distance would be increased to 60 feet and the building would no longer be in conformance.
4. Please revise the site plan for Lot 12 Crossroads Addition to identify the boundaries of the area to be paved over, in addition to the hatching for the proposed future outdoor storage parking stalls. This site plan, along with the revised site plan for Lots 15, 16, and 17 Crossroads Addition will be included as attachments to the Conditional Use Permits.

Please submit a response that addresses each of the comments above. A schedule for the meetings and public hearings at the Planning Commission and City Council will be determined upon resubmittal. If you have any questions regarding these comments, please feel free to contact me at any time.

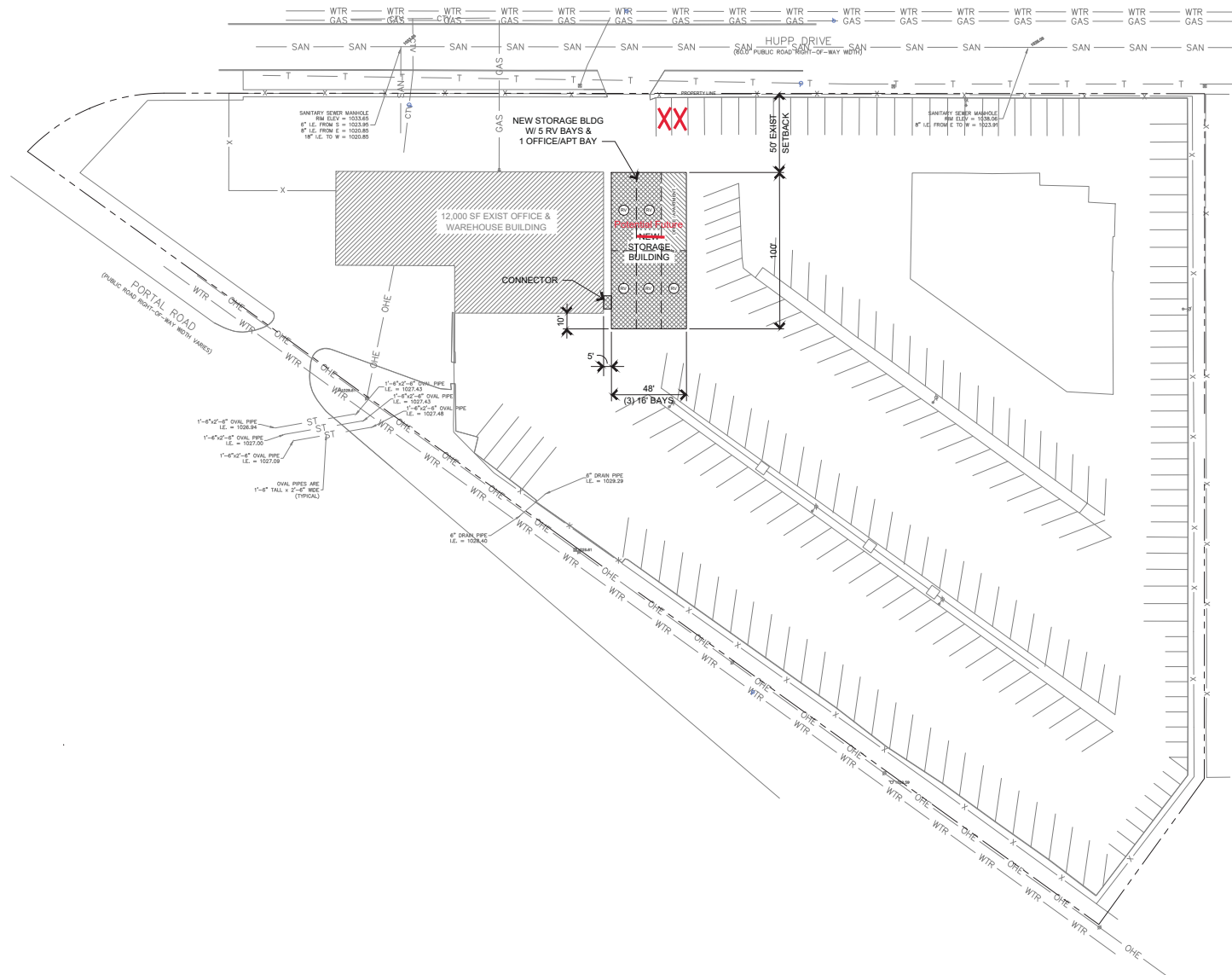
Sincerely,

A handwritten signature in blue ink that reads "Cale Brodersen". The signature is fluid and cursive, with a long horizontal line extending to the right.

Cale Brodersen
Assistant Planner
City of La Vista
cbrodersen@cityoflavista.org
(402) 593-6400

CC Dean Fajen, Fajen Consulting, LLC
 Christopher Solberg, Deputy Community Development Director
 Bruce Fountain, Community Development Director
 Pat Dowse, City Engineer

Exhibit A



PROPOSED SITE PLAN
SCALE: 1/32" = 1' - 0"



REVISIONS

No. Issued Description

This document has been prepared by SR MASS DRAFTING SERVICES under direct supervision of Dean Fagen for the GALASKA RV STORAGE BUILDING project and is not intended for use on other projects or in other locations without the express written consent and/or participation of Dean Fagen. Any unauthorized reproduction of this document is prohibited.

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PROPOSED SITE PLAN
GALASKA RV STORAGE BUILDING
LAVISTA, NEBRASKA
9710 PORTAL ROAD

ISSUED
01/25/21

SHEET NO.
C1.1

From: [Dean Fajen](#)
To: [Cale Brodersen](#)
Cc: [BlakemanEng](#); [Pat Dowse](#); [Christopher Solberg](#); [Bruce Fountain](#); [tjomaha2589@yahoo.com](#); [Dean Fajen](#)
Subject: RE: [EXT]RE: Galaska Conditional Use Permit Application - Initial Review Letter
Date: Friday, July 16, 2021 12:24:32 PM
Attachments: [Galaska Updated Operating Statement .pdf](#)
[07-14-21 Proposed Site Plan.pdf](#)
[Galaska Lot 12 Site Plan by Blakeman.pdf](#)
[image001.png](#)
[image003.png](#)
[image004.png](#)
[image002.png](#)

Hi Cale,

Attached is the requested Updated Operating Statement, dated July 14, 2021.

I've also update the Site Plan for Lots 15, 16 and 17, as requested, attached.

The Site Plan for Lot 12 is also attached. It shows the extent of the existing paving and the proposed paving.

When, and if, a Conditional Use Permit is issued, we will prepare Construction Documents for Developing Lot 12 and provide the calculations and required information documenting that the BMP and the Post Construction Stormwater Plan, requirements have been met.

Please proceed with the Conditional Use Permit Application so this Project can be on the Planning Commission Meeting Agenda for August 5th.

Let me know if you have questions or need more information.

Thanks,



ARCHITECT/STRUCTURAL ENGINEER

Dean Fajen PE, AIA
Fajen Consulting LLC
4916 Franklin St.
Omaha, NE 68104
(402) 677-2040
DeanFajen@outlook.com

City of La Vista Conditional Use Permit

Conditional Use Permit for Outdoor Storage & Self-Service Storage Facility for John Galaska

This Conditional Use Permit issued this ____ day of _____, 2021, by the City of La Vista, a municipal corporation in the County of Sarpy County, Nebraska ("City") to John Galaska (Owner"), pursuant to the La Vista Zoning Ordinance.

WHEREAS, Owner desires a Conditional Use Permit to construct and operate an outdoor storage area and an indoor self-service storage facility upon the following described tracts of land within the City of La Vista zoning jurisdiction:

Lots 12, 15, 16, & 17 Crossroads Addition located in the NE ¼ of the SE ¼ of Section 21, Township 14 North, Range 12 East of the 6th P.M. Sarpy County, Nebraska, located at 9710 Portal Road, La Vista, NE 68128; and

WHEREAS, Owner has applied for a Conditional Use Permit for the purpose of operating an RV storage facility, with vehicles and trailers to be parked both indoors and outdoors; and

WHEREAS, the Mayor and City Council of the City of La Vista are agreeable to the issuance of a Conditional Use Permit to the owner for such purposes, subject to certain conditions and agreements as hereinafter provided.

NOW, THEREFORE, BE IT KNOWN THAT subject to the conditions hereof, this Conditional Use Permit is issued to the Owner to use the areas designated on Exhibit "A" and "Exhibit B" hereto for outdoor storage and a self-service storage facility, said use hereinafter being referred to as "Permitted Use or Use".

Conditions of Permit

The conditions to which the granting of this permit is subject are:

1. The rights granted by this permit are transferable and any variation or breach of any terms hereof shall cause permit to expire and terminate without the prior written consent of the City (amendment to permit) or unless exempted herein.
2. In respect to the Permitted Use:
 - a. Site Plans showing the property boundaries of the tracts of land, existing and proposed improvements, access points, and drives are attached to the permit as Exhibit "A" (showing Lots 15, 16, and 17 Crossroads Addition) and Exhibit "B" (showing Lot 12 Crossroads Addition).
 - b. The permitted use shall be operated in accordance with the Operating Statement attached as Exhibit "C".
 - c. In addition to the outdoor storage, an indoor self-service storage facility may be constructed on Lots 15, 16, and 17 Crossroads Addition. This building addition, if constructed, would contain approximately five indoor storage bays and one bay to be utilized for an office and apartment for one (1) individual to serve as the on-site facility manager/security person. The bay to be utilized for the office and residential space shall be limited to 800 square feet.
 - d. A fence with a minimum height of six feet has been constructed around the perimeter of the lot(s) along all edges fronting a street. Such fencing must include slats for screening. The fence and slats shall be maintained in good repair at all times by the property owner. All perimeter fencing and

- slating must be installed and in good repair within one year of the date of issuance of this permit.
- e. Prior to any paving or construction activity, the applicant must first receive a building permit and approval of a Post Construction Stormwater Management Plan (PCSWMP). In conjunction with the PCSWMP, the applicant must adhere to the City of La Vista's stormwater management and detention requirements.
 - f. Owner is required to control weed growth, prevent the depositing or existence of trash and litter, and ensure that no nuisances are occurring in the storage area or on the property, as per the La Vista Municipal Code Section 92.15.
 - g. Owner shall obtain all required permits from the City of La Vista and shall comply with any additional requirements as determined by the Chief Building Official and City Engineer, including, but not limited to, building, fire, stormwater, and ADA.
 - h. Owner shall comply (and shall ensure that all employees, invitees, suppliers, structures, appurtenances and improvements, and all activities occurring or conducted, on the premises at any time comply) with any applicable federal, state and/or local regulations, as amended or in effect from time to time, including, but not limited to, applicable environmental or safety laws, rules or regulations.
 - i. Owner hereby indemnifies the City against, and holds the City harmless from, any liability, loss, claim or expense whatsoever (including, but not limited to, reasonable attorney fees and court cost) arising out of or resulting from the acts, omissions or negligence of the owner, his agents, employees, assigns, suppliers or invitees, including, but not limited to, any liability, loss, claim or expense arising out of or resulting from any violation on the premises of any environmental or safety law, rule or regulation.
 - j. All exhibits attached to or referenced in this permit and all recitals at the beginning of this permit are incorporated into this permit by reference.
 - k. Any changes to the operation of the Permitted Use outlined in the Operating Statement, attached as Exhibit "C" that are considered minor must be submitted and approved by the City Administrator prior to implementation. Significant changes to the conditions in this permit or the characteristics outlined in the Operating Statement will require an amendment to this Conditional Use Permit.
3. The applicant's right to maintain the use as approved pursuant to these provisions shall be based on the following:
 - a. An annual inspection to determine compliance with the conditions of approval. The conditional use permit may be revoked upon a finding by the City that there is a violation of the terms of approval.
 - b. The use authorized by the conditional use permit must be initiated within one (1) year of approval and shall become void two (2) years after the date of approval unless the applicant has fully complied with the terms of approval.
 - c. All obsolete or unused structures, accessory facilities or materials with an environmental or safety hazard shall be abated and/or removed at owner's expense within twelve (12) months of cessation of the conditional use.
 4. Notwithstanding any other provision herein to the contrary, this permit, and all rights granted hereby, shall expire and terminate as to a permitted use hereunder upon the first of the following to occur:
 - a. Owner's abandonment of the permitted use. Non-use thereof for a period of twelve (12) months shall constitute a presumption of abandonment.
 - b. Cancellation, revocation, denial or failure to maintain any federal, state or local permit required for the Use.
 - c. Owner's breach of any other terms hereof and his failure to correct such breach within ten (10) days of City's giving notice thereof.
 5. In the event of the owner's failure to promptly remove any safety or environmental hazard from the premises, or the expiration or termination of this permit and the owner's failure to promptly remove any permitted materials or any remaining environmental or safety hazard, the City may, at its option (but without any obligation to the owner or any third party to exercise said option) cause the same to be

removed at owner's cost (including, but not limited to, the cost of any excavation and earthwork that is necessary or advisable) and the owner shall reimburse the City the costs incurred to remove the same. Owner hereby irrevocably grants the City, its agents and employees the right to enter the premises and to take whatever action as is necessary or appropriate to remove the structures or any environmental or safety hazards in accordance with the terms of this permit, and the right of the City to enter the premises as necessary or appropriate to carry out any other provision of this permit.

6. If any provision, or any portion thereof, contained in this agreement is held to be unconstitutional, invalid, or unenforceable, the remaining provisions hereof, or portions thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

Miscellaneous

The conditions and terms of this permit shall be binding upon owner, his successors and assigns.

1. Delay of City to terminate this permit on account of breach of owner of any of the terms hereof shall not constitute a waiver of City's right to terminate, unless it shall have expressly waived said breach and a waiver of the right to terminate upon any breach shall not constitute a waiver of the right to terminate upon a subsequent breach of the terms hereof, whether said breach be of the same or different nature.
2. Nothing herein shall be construed to be a waiver or suspension of, or an agreement on the part of the City to waive or suspend, any zoning law or regulation applicable to the premises except to the extent and for the duration specifically authorized by this permit.
3. Any notice to be given by City hereunder shall be in writing and shall be sufficiently given if sent by regular mail, postage prepaid, addressed to the owner as follows:

Contact Name and Address: John Galaska
11620 S 181st Circle
Gretna, NE 68028

Effective Date:

This permit shall (i) amend, supersede and replace the Original Conditional Use Permit in its entirety, (ii) take effect upon the filing hereof with the City Clerk a signed original hereof, (iii) constitute covenants running with the land that are binding on Owner and all successors and assigns of Owner, and (iv) upon execution, be filed with the Sarpy County Register of Deeds.

THE CITY OF LA VISTA

By _____
Douglas Kindig, Mayor

Attest:

Pam Buethe
City Clerk

CONSENT AND AGREEMENT

The undersigned does hereby consent and agree to the conditions of this permit and that the terms hereof constitute an agreement on the part of the undersigned to fully and timely perform each and every condition and term hereof, and the undersigned does hereby warrant, covenant and agree to fully and timely perform and discharge all obligations and liabilities herein required by owner to be performed or discharged.

Owner:

By: _____
John Galaska, Owner

Date: _____

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2021, before me, a Notary Public duly commissioned and qualified in and for said County and State, appeared Douglas Kindig and Pamela A. Bueth, personally known by me to be the Mayor and City Clerk of the City of La Vista, and the identical persons whose names are affixed to the foregoing Agreement, and acknowledged the execution thereof to be their voluntary act and deed and the voluntary act and deed of said City.

Notary Public

ACKNOWLEDGMENT OF NOTARY

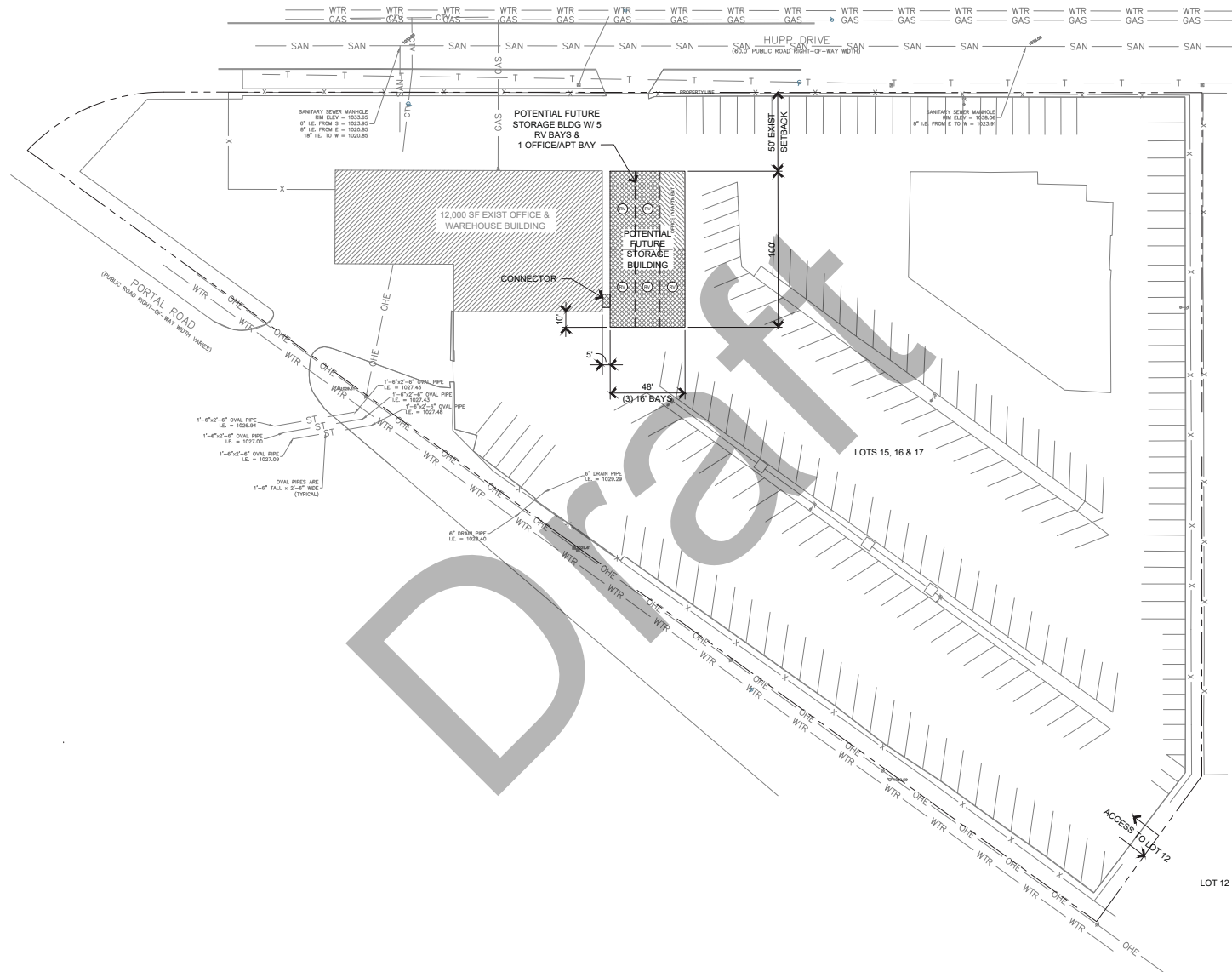
STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2021, before me, a Notary Public duly commissioned and qualified in and for said County and State, appeared John Galaska personally known by me to be the owner of Lots 12, 15, 16, and 17 Crossroads Addition in La Vista, and the identical person whose name is affixed to the foregoing Agreement, and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said company.

Notary Public

SR MASS DRAFTING SERVICES
402-681-7968
sr.mass.drafting@earthlink.net
SR MASS DRAFTING SERVICES
402-681-7968
sr.mass.drafting@earthlink.net
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402-681-7968
sr.mass.drafting@earthlink.net
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402-681-7968
sr.mass.drafting@earthlink.net

Exhibit A



PROPOSED SITE PLAN
SCALE: 1/32" = 1' - 0"



REVISIONS

No. Issued Description

This document has been prepared by SR MASS DRAFTING SERVICES under direct supervision of Dean Fajen for the GALASKA RV STORAGE BUILDING project and is not intended for use on other projects or in other locations without the express written consent and/or participation of Dean Fajen. Any unauthorized reproduction of this document is prohibited.

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PROPOSED SITE PLAN
GALASKA RV STORAGE BUILDING
9710 PORTAL ROAD
LAVISTA, NEBRASKA

ISSUED
01/25/21
UPDATED
07/14/21

SHEET NO.
C1.1

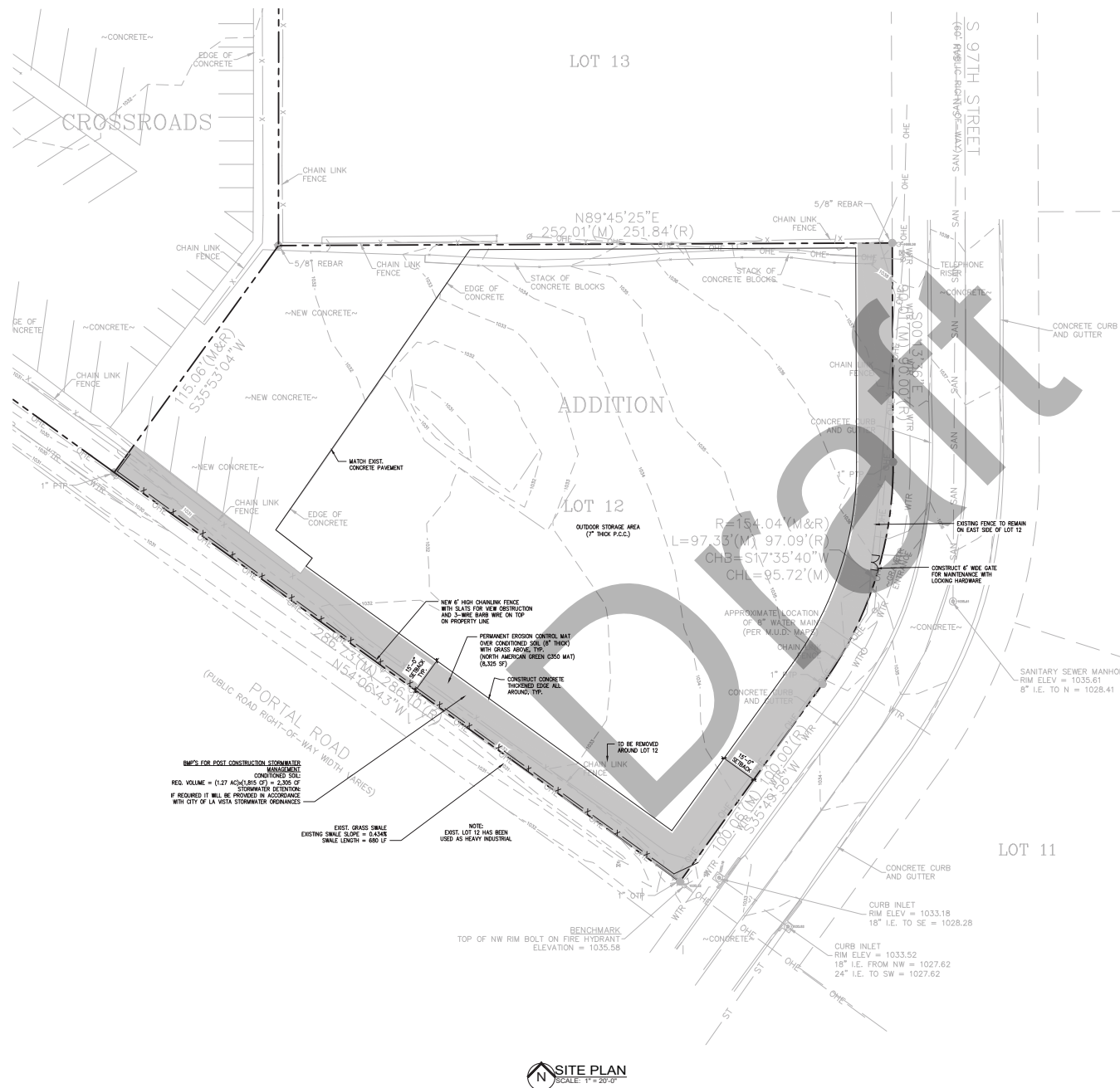
BE
BLAKEMAN
ENGINEERING

LOT 12 CROSSROADS INDUSTRIAL PARK

REVISIONS:

SHEET NO:

C1.1



2001 AERIAL IMAGE
SCALE: NONE



2020 AERIAL IMAGE
SCALE: NONE

OPERATING STATEMENT

Galaska RV Storage Building

9710 Portal Road

La Vista, NE

January 27, 2021

Updated July 14, 2021

John Galaska current has a business to provide open storage for RV's on the East portion of his property (Lots 15, 16 and 17) at 9710 Portal Road in La Vista. Demand for indoor RV storage has led Galaska to consider building a Future Indoor RV Storage Building to accommodate 5 RV's. One bay would be developed into an Office/Apartment to be used by the Manager of the RV Facility. The Manager would live in this Office/Apartment and conduct RV Rental business out of this Office/Apartment.

RV renters can access the Site 24 hours a day, 7 days a week, to pick up or drop off their RV units. They can access the Site through the existing Electric Gate on the West side of the Property, using a Keypad. The hours of operation for the RV Office, would be 8:00 – 5:00 Monday – Saturday.

The RV Building would be 100-foot x 48-foot with Overhead Doors to access the Storage Bays. The RV Building would be an Addition to the Existing Galaska Building, current used for the Galaska Painting Decorating Business as their Office Building and Warehouse. It will be a Pre-Manufactured Wood Framed Building with Metal Roof and Wall Siding to match the existing Building. It would be setback from Hupp Drive 50 feet, matching the setback on the existing Building.

John Galaska is also requesting using Lot 12, east of his existing Facility, for open RV Storage. Access will be provided from his existing Outdoor Storage Area, (Lots 15, 16 and 17). All LaVista Storm Water Quality and Detention Requirements will be met.



MEETING MINUTES
CITY OF LA VISTA PLANNING COMMISSION
8116 PARK VIEW BOULEVARD, LA VISTA, NE 68128
P: (402) 593-6400

THURSDAY, AUGUST 5, 2021, AT 6:30 P.M.

The City of La Vista Planning Commission held a meeting on Thursday, August 5, 2021 in the Harold “Andy” Anderson Council Chambers at La Vista City Hall, 8116 Park View Boulevard. Legal notice of the public meeting and hearing were posted, distributed, and published according to Nebraska law. Notice was simultaneously given to all members of the Planning Commission. All proceedings shown were taken while the convened meeting was open to the attendance of the public. The following Planning Commission members were present and absent:

PRESENT: Kevin Wetuski, Mike Krzywicki, Gayle Malmquist, Kathleen Alexander, John Gahan, Patrick Coghlan, Harold Sargus, and Josh Frey.

ABSENT: Jason Dale and Mike Circo.

STAFF PRESENT: Bruce Fountain, Community Development Director; Chris Solberg, Deputy Community Development Director; Cale Brodersen, Assistant Planner; Meghan Engberg, Permit Technician; and Pat Dowse, City Engineer.

1. Call to Order

The meeting was called to order by Chairman Wetuski at 6:30 p.m. Copies of the agenda and staff reports were made available to the public.

2. Approval of Meeting Minutes From July 15, 2021

Motion: *Malmquist* moved, seconded by *Krzywicki*, to **approve** the July 15th, 2021, minutes.

RESULT:	Motion carried 8-0.
MOTION BY:	Malmquist
SECONDED BY:	Krzywicki
AYES:	Krzywicki, Gahan, Frey, Wetuski, Sargus, Coghlan, Alexander, and Malmquist
NAYS:	None
ABSTAINED:	None
ABSENT:	Jason Dale and Mike Circo

3. Old Business

None.

4. New Business

A. Conditional Use Permit – Lots 12, 15, 16, and 17 Crossroads Addition – John Galaska

- i. **Staff Report – Cale Brodersen:** Brodersen stated that the request by John Galaska is for a Conditional Use Permit to operate outdoor storage and an indoor self-service storage facility on Lots 12, 15, 16, and 17 Crossroads Addition, located at 9710 Portal Road. Brodersen showed the Planning Commission a map of the site. He mentioned that Galaska was operating the outdoor storage facility prior to 2001, which was when the City did a comprehensive Zoning Ordinance update which now requires a Conditional Use Permit for outdoor storage and indoor self-service storage facilities. Brodersen said Galaska's outdoor storage use is considered "grandfathered in" and legally nonconforming. Galaska recently reached out to Staff letting them know that he had purchased Lot 12 and would like to expand the outdoor storage use to that lot, as well as construct a building addition in the future to include indoor storage, and office/apartment for an on-site manager.

Brodersen mentioned that this Conditional Use Permit would allow for those expansions and bring the existing legally nonconforming use into compliance. Staff recommends approval of the Conditional Use Permit for John Galaska for Lots 12, 15, 16, & 17 Crossroads Addition, as the request is consistent with La Vista's Comprehensive Plan and Zoning Ordinance.

- ii. **Public Hearing: Wetuski Opened the Public Hearing**

Wetuski closed the Public Hearing as no members of the public came forward.

Frey mentioned that it looks like there is a bike path that dead ends on 97th Street and asked if there are any plans for that to continue.

Dowse explained that the section of concrete referenced is not a bike path, but an old section of Portal Road from before the intersection was reconfigured with the widening of 96th Street.

Krzywicki asked if a violation of one of the conditions in the CUP were to be discovered on one lot, if it would affect the applicant's ability to operate the use on another lot.

Brodersen confirmed that if there was a violation on any one of the lots that was serious enough and couldn't be resolved in coordination with the property owner, the City could take action to invalidate the Conditional Use Permit and the ability to operate the proposed use on all lots.

Krzywicki asked if the owner was aware of them being tied together or if he would rather have them split up into separate CUP's.

Brodersen explained that the applicant requested that Lot 12 be incorporated into this CUP request for the sake of simplicity and to reduce the approval process timeline.

- iii. **Recommendation:** Sargus moved, seconded by Malmquist, to recommend **approval** of the Conditional Use Permit for John Galaska for Lots 12, 15, 16 & 17 Crossroads Addition, as the request is consistent with La Vista's Comprehensive Plan and Zoning Ordinance.

RESULT:	Motion carried 8-0.
MOTION BY:	Sargus
SECONDED BY:	Malmquist
AYES:	Krzywicki, Gahan, Frey, Alexander, Wetuski, Sargus, Coghlan, and Malmquist
NAYS:	None
ABSTAINED:	None
ABSENT:	Dale and Circo

B. Replat – 8201 Harrison Street – RFS Holdings, LLC

- i. **Staff Report – Cale Brodersen:** Brodersen stated the request for a replat by RFS Holdings, LLC, is for Lot 12821-D1 La Vista. Half of the lot is currently occupied by Bethany Funeral Services, and the applicant is looking to divide this lot into two so it may be sold and developed at a later date. Brodersen mentioned that before this item goes to City Council, the easement language for the sanitary sewer easement must to be completed and approved by the City Engineer. Staff recommends approval of the replat for Lot 12821-D1 La Vista being replatted as Lots 1 and 2 La Vista Replat 4, contingent upon City Engineer approval of the separate sanitary sewer easement document, as the request is consistent with La Vista's Subdivision Regulations.

Krzywicki asked if there would be approval for an additional curb cut for the newly created lot or would there be a cross-access easement to an existing curb cut.

Brodersen said that a traffic study would likely be required when the City receives a development proposal for the additional lot, and the determination for access would be dependent upon the use and traffic generation. He said that there is currently a shared access easement for the driveway entrance to the church to the east, and the new lot may be constrained to that access, or the applicant could seek a shared access easement for the driveway access in front of Bethany Funeral

Services. However, an additional access onto Harrison Street would likely not be permitted.

Frey said that there is an overhead power easement for OPPD and asked if it would restrict any kind of development there.

Dowse said that he believes that is a remnant of the high voltage line. He said that it is noted and that its status would have to be understood when a future development is proposed.

Brodersen said that it would be the responsibility of the property owner to request OPPD to release the easement.

- ii. **Recommendation:** Gahan moved, seconded by Frey to recommend **approval** of the replat for Lot 1282-D1 La Vista being replatted as lots 1 and 2 La Vista Replat 4, contingent upon City Engineer approval of the separate sanitary sewer easement document, as the request is consistent with La Vista's Subdivision Regulations.

RESULT:	Motion carried 8-0.
MOTION BY:	Gahan
SECONDED BY:	Frey
AYES:	Krzywicki, Gahan, Frey, Alexander, Wetuski, Sargus, Coghlan, and Malmquist
NAYS:	
ABSTAINED:	None
ABSENT:	None
	Dale and Circo

C. 2021 Papio-Missouri NRD Hazard Mitigation Plan

- i. **Staff Report – Pat Dowse:** Dowse stated that the 2021 Papio NRD Hazard Mitigation Plan is an update of the 2016 plan. He said that the plan is a requirement to receive any kind of federal funding for disaster aid. He mentioned that we have used such federal grants in the past for the Thompson Creek Rehabilitation project.

Krzywicki pointed out some grammatical and verbiage corrections that need to be made in the report.

- ii. **Recommendation:** Malmquist moved, seconded by Alexander to recommend **approval** of the 2021 Papio – Missouri NRD Hazard Mitigation Plan with the minor corrections as discussed.

RESULT:	Motion carried 8-0.
MOTION BY:	Malmquist
SECONDED BY:	Alexander
AYES:	Krzywicki, Gahan, Frey, Alexander, Wetuski, Sargus, Coghlan, and Malmquist
NAYS:	None
ABSTAINED:	None
ABSENT:	Dale and Circo

5. Comments from the Floor

None.

6. Comments from the Planning Commission

None.

7. Comments from Staff

Solberg mentioned that registration for NPZA is now open and to reach out to Meghan if you are interested in attending.

Fountain added that those interested in attending NPZA will want to do so quickly as hotel rooms tend to fill up quickly. Fountain mentioned we are looking into getting iPads for the Planning Commission members to use during meetings, as part of a larger effort to digitize and modernize processes in the Community Development Department.

8. Adjournment

Wetuski adjourned the meeting at 6:53 p.m.

Reviewed by Planning Commission:

Planning Commission Secretary

Planning Commission Chair

Date

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
SEPTEMBER 7, 2021 AGENDA**

Subject:	Type:	Submitted By:
AMEND FY21 & FY22 MUNICIPAL BUDGET	RESOLUTION ◆ ORDINANCES RECEIVE/FILE	CINDY MISEREZ FINANCE DIRECTOR

SYNOPSIS

The following items have been prepared for Council consideration:

- The third and final reading of an Appropriations Ordinance to adopt the amended municipal budget for FY21 and FY22
- 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
- A public hearing has been scheduled to consider a resolution to set the property tax levy.

FISCAL IMPACT

As a follow up to the August 17, 2021 City Council meeting, updates have been made to reflect amended budgets of \$47,281,594 in FY21 and \$77,679,166 in FY22 for all funds. The 2021 final property valuation for FY22 is \$1,998,058,005. The total proposed property tax request is \$10,789,513 in FY22 which requires a property tax levy of \$0.54 per \$100 of assessed valuation. This results in a 2% property tax reduction in the General Fund.

Recommended changes to the Master Fee Ordinance include:

- Increase Sewer Service Charges in accordance with the current Sewer Rate Study with a 2% increase in user fees and a 6% increase in flow charges resulting in an overall 5% increase.

RECOMMENDATION

Approval.

BACKGROUND

The Appropriations Ordinance is based on discussions from the budget workshops and the first and second reading of the ordinance. Additional modifications are being recommended based on updated information primarily related to Capital Improvement projects.

A summary of the modifications is provided in the following table along with an itemized list of the budget amendments.

Summary of Budget Amendments		
	FY21	FY22
Adopted - Budget Appropriation	47,157,052	53,911,024
Form 51C Quarterly Lottery Taxes	124,542	
Salaries & Benefits		446,474
Commodities, Contracts & Other Charges		237,384
Capital Outlay		607,200
Capital Improvement Program		11,140,000
Debt Service		(271,272)
Grant Expenditures		(1,772,385)
Transfers Out		2,065,820
First Reading - Budget Appropriation	47,281,594	66,364,245
No Changes	-	-
Second Reading - Budget Appropriation	47,281,594	66,364,245
Salaries & Benefits		(41,545)
Commodities, Contracts & Other Charges		(119,692)
Capital Outlay		-
Capital Improvement Program		4,658,000
Debt Service		(418,742)
Grant Expenditures		8,231,882
Transfers Out		(994,982)
Third Reading - Budget Appropriation	47,281,594	77,679,166

FY21 - FY22 Itemized Appropriation Amendments

Lottery Fund - FY21 Amended

Category	Description	First Reading	Third Reading	FY21 Amended
Other Charges	51C Quarterly Taxes	124,542		124,542

General Fund - FY22 Amended

Category	Description	First Reading	Third Reading	FY22 Amended
Salaries & Benefits	Engineering Assistant	44,000		44,000
Salaries & Benefits	Eliminate Intern	(13,933)		(13,933)
Salaries & Benefits	Communications Specialist	83,033		83,033
Salaries & Benefits	Eliminate Intern	(18,431)		(18,431)
Salaries & Benefits	Building Superintendent	101,982		101,982
Salaries & Benefits	Compensation Study & New Benefit Plan	127,607		127,607
Salaries & Benefits	Pay for Performance 10/1 Update		(46,260)	(46,260)
Salaries & Benefits	Payroll 1.5% Range True-Up		4,742	4,742
Salaries & Benefits	Payroll Budget Model Conversion to Questica		(15,759)	(15,759)
	Total Salaries & Benefits			266,981

Notes: Third reading changes include an update to salaries based on the actual 10/1 pay for performance results and the 1.5% salary range increase. The conversion of the payroll budget model the new Questica budget software resulted in a small adjustment.

Commodities	Chairs for Senior Center	6,500		6,500
Commodities	Computer Equipment	7,000		7,000
Commodities	Wearing Apparel	3,500		3,500
Commodities	From Account 505 Other Charges	50,000		50,000
Contractual Services	MFO Fire Contract	12,058	(59,865)	(47,807)
Contractual Services	Department Travel & Training	9,700	1,045	10,745
Contractual Services	Organizational Training	25,000	(25,000)	-
Contractual Services	IT Services	6,500		6,500
Contractual Services	Cleaning to Wearing Apparel	(3,500)		(3,500)
Other Charges	Workiva Year 2 & Budget Book Implementation	84,800		84,800
Other Charges	County Treasurer Fee		8,417	8,417
Other Charges	To Account 216 Computers	(50,000)		(50,000)
	Total Other Charges			76,155

Notes: Third reading changes include an update of the MFO fire contract based on the final property valuation, department adjustment of travel and training, removal of organizational training and the updated County Treasurer fee which is based on the final property valuation.

Category	Description	First Reading	Third Reading	FY22 Amended
Capital Outlay	Security Cameras	95,000		95,000
Capital Outlay	Police Cruisers & Radios	7,200		7,200
Capital Outlay	Tandem Axel Dump Truck	255,000		255,000
Capital Outlay	F-550 w/Plow & Sander	95,000		95,000
Capital Outlay	Stand on Spreader	10,000		10,000
Capital Outlay	Remove Wide Area Mower	(65,000)		(65,000)
	Total Capital Outlay			397,200
Transfers Out	GF to Economic Development Program Fund	591,437	(830,990)	(239,553)
Transfers Out	GF to Off-Street Parking Fund for Operations	21,104	15,661	36,765
Transfers Out	GF to Debt Service Fund for DSCR	25,584	50,020	75,604
Transfers Out	GF to Capital Fund for Project Schedule Updates	265,000	125,000	390,000
	Total Transfers Out			262,816
Notes: Third reading changes are based on the bond schedule for the Economic Development Program, Off-Street Parking Fund operations expenditures, maintaining a 1.0 debt service coverage ratio and CIP project updates.				
	Total Increase (Decrease) in Appropriation	1,776,141	(772,989)	1,003,152

Sewer Fund - FY22 Amended				
Category	Description	First Reading	Third Reading	FY22 Amended
Salaries & Benefits	Engineering Assistant	44,000		44,000
Salaries & Benefits	Eliminate Intern	(13,933)		(13,933)
Salaries & Benefits	Compensation Study and New Benefit Plan Choices	24,588		24,588
Salaries & Benefits	Pay for Performance 10/1 Update		(1,219)	(1,219)
Salaries & Benefits	Update Benefits		17,599	17,599
Debt Service	Updated Bond Schedule	(53,833)		(53,833)
Capital Improvement	SEWR-13001 East LV		400,000	400,000
Capital Improvement	SEWR-21001 Park View Blvd		20,000	20,000
Capital Improvement	SEWR-22001 72nd St Storm Sewer Pipe Reroute - Moved to Streets	(50,000)		(50,000)
Capital Outlay	Hotsy Pressure Washer	(15,000)		(15,000)
Capital Outlay	Pole Camera	(15,000)		(15,000)
Capital Outlay	Enclosed Trailer	(10,000)		(10,000)
Capital Outlay	Sewer Jet Truck	250,000		250,000
	Total Increase (Decrease) in Appropriation	160,822	436,380	597,202
Notes: Third reading changes include actual 10/1 pay for performance pay rates, an update to benefit expenditures and an updated CIP schedule.				

Category	Description	First Reading	Third Reading	FY22 Amended
Sewer Reserve Fund - FY22 Amended				
Category	Description	First Reading	Third Reading	FY22 Amended
Transfers Out	SRF to Sewer Fund for East La Vista Sewer Project	250,000	350,000	600,000
	Total Increase (Decrease) in Appropriation	250,000	350,000	600,000
Notes: Third reading changes are due to the updated CIP schedule.				

Debt Service Fund - FY22 Amended				
Category	Description	First Reading	Third Reading	FY22 Amended
Debt Service	Refinance Bonds	(15,109)		(15,109)
Debt Service	MFO Fire Debt Service Payment	98,104		98,104
Contractual Services	MFO Fire Contract Update		(9,228)	(9,228)
Other Charges	County Treasurer Fee		499	499
Transfers Out	DSF to Capital Fund for Project Schedule Updates	456,000	(510,000)	(54,000)
Transfers Out	DSF to Off-Street Parking for Debt Service Garage #1 Previously from Redevelopment Fund	419,573		419,573
	Total Increase (Decrease) in Appropriation	958,568	(518,729)	439,839
Notes: Third reading updates are based on the MFO fire contract update, County Treasurer fees based on the final property valuation, and an updated CIP schedule.				

Category	Description	First Reading	Third Reading	FY22 Amended
Capital Improvement Fund - FY22 Amended				
Category	Description	First Reading	Third Reading	FY22 Amended
Capital Improvement	ADMN-22002 Holiday Lights	100,000		100,000
Capital Improvement	ADMN-Wayfinding Implementation	50,000		50,000
Capital Improvement	CMDV-22001 Land Use Strategy	40,000		40,000
Capital Improvement	CTHL-15002 Municipal Campus Planning	75,000		75,000
Capital Improvement	ITEC-22001 IT Asset Management Plan	110,000		110,000
Capital Improvement	ITEC-22002 IT Business Continuity Plan	50,000	15,000	65,000
Capital Improvement	ITEC-22003 IT City Public WI-FI Network	15,000		15,000
Capital Improvement	ITEC-22004 IT Expand Existing Applications	20,000		20,000
Capital Improvement	ITEC-22005 IT Mobile Device Connectivity Strategy	30,000		30,000
Capital Improvement	LIBR-21001 Library Roof		135,000	135,000
Capital Improvement	PARK-17001 Mini Park Imprvmnts.		20,000	20,000
Capital Improvement	PARK-22002 Dog Park	50,000		50,000
Capital Improvement	STRT-16002 120th & Giles Drainage	300,000		300,000
Capital Improvement	STRT-20001 Annual Street Resurfacing		200,000	200,000
Capital Improvement	STRT-20002 108th St Asphalt		100,000	100,000
Capital Improvement	STRT-20004 96th St Panel		715,000	715,000
Capital Improvement	STRT-22004 Cimarron Woods Aux Culvert - Design Only	50,000		50,000
Capital Improvement	STRT-22005 West Papio Creek Stabilization	500,000		500,000
Capital Improvement	STRT-22006 72nd St Storm Sewer Pipe Reroute - Moved from Sewer Fund	50,000		50,000
Capital Improvement	STRT-xxxxx Brentwood Turn Signal		150,000	150,000
	Total Increase (Decrease) in Appropriation	1,440,000	1,335,000	2,775,000
Notes: Third reading updates are based on the updated CIP schedule.				

Lottery Fund - FY22 Amended				
Category	Description	First Reading	Third Reading	FY22 Amended
Other Charges	Business Continuity Plan Moved to CIP	50,000	(50,000)	-
Other Charges	Halloween & Holiday Events		13,900	13,900
Other Charges	51C Taxes	35,826		35,826
Transfers Out	LF to General Fund - Security Cameras	95,000		95,000
Transfers Out	LF to General Fund - Communication	99,195	327	99,522
Transfers Out	LF to Capital Fund for Project Schedule Updates	275,000	(195,000)	80,000
	Total Increase (Decrease) in Appropriation	555,021	(230,773)	324,248
Notes: Third reading updates are based on the updated CIP schedule, an adjustment to holiday event budgets, and a transfer adjustment.				

Category	Description	First Reading	Third Reading	FY22 Amended
Economic Development Fund - FY22 Amended				
Category	Description	First Reading	Third Reading	FY22 Amended
Grant Expenditures	Grant Schedule	(1,772,385)	8,231,882	6,459,497
Debt Service	Grant Schedule		(418,742)	(418,742)
	Total Increase (Decrease) in Appropriation	(1,772,385)	7,813,140	6,040,755
Notes: Third reading updates are due to the grant disbursement schedule.				

Off-Street Parking Fund - FY22 Amended				
Category	Description	First Reading	Third Reading	FY22 Amended
Debt Service	Refinance Bond	(12,500)		(12,500)
Capital Improvement	CMDV-18002 Parking #2	7,000,000	500,000	7,500,000
	Total Increase (Decrease) in Appropriation	6,987,500	500,000	7,487,500
Notes: Third reading updates are due to the updated CIP schedule.				

Redevelopment Fund - FY22 Amended				
Category	Description	First Reading	Third Reading	FY22 Amended
Debt Service	Updated Bond Price-out	(322,934)		(322,934)
Debt Service	Financial Fee	35,000		35,000
Capital Improvement	CMDV-20002 Building Demo		115,000	115,000
Capital Improvement	PARK-18001 Interface	2,750,000	937,000	3,687,000
Capital Improvement	PARK-20001 Thompson Creek		201,000	201,000
Capital Improvement	STRT-17005 84th St Underpass		100,000	100,000
Capital Improvement	STRT-21002 Civic Center Park Access		1,050,000	1,050,000
Transfers Out	RDF to Off-Street Parking for Garage #1 Debt Service Now Funded by Debt Service Fund	(432,073)		(432,073)
	Total Increase (Decrease) in Appropriation	2,029,993	2,403,000	4,432,993
Notes: Third reading updates are due to the updated CIP schedule.				

Police Academy Fund - FY22 Amended				
Category	Description	First Reading	Third Reading	FY22 Amended
Salaries & Benefits	Instructor	67,561		67,561
Salaries & Benefits	Pay for Performance 10/1 Update		(648)	(648)
Contractual Services	Phone Allowance		540	540
	Total Increase (Decrease) in Appropriation	67,561	(108)	67,453
Notes: Third reading updates reflect the 10/1 pay for performance rates and a phone allowance update.				

ORDINANCE NO. _____

AN ORDINANCE TO AMEND ORDINANCE NO. 1395 AND THE BIENNIAL BUDGET APPROPRIATING 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, 2020 AND ENDING ON SEPTEMBER 30, 2021; AND FOR THE FISCAL PERIOD BEGINNING OCTOBER 1, 2021 AND ENDING ON SEPTEMBER 30, 2022, AND TO AMEND AMOUNTS APPROPRIATED FOR THE FIRST AND SECOND YEARS OF SUCH BIENNIAL BUDGET FOR THE FISCAL PERIOD BEGINNING ON OCTOBER 1, 2020 AND ENDING ON SEPTEMBER 30, 2021; AND FOR THE FISCAL PERIOD BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022, 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; TO REPEAL INCONSISTENT OR CONFLICTING ORDINANCES OR RESOLUTIONS AS ORIGINALLY ENACTED; 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 (i) the Mayor and City Council find and determine that there are circumstances which could not reasonably have been anticipated at the time the budget for the biennial period was adopted, and proposed revisions to the previously adopted budget statement have been presented and are hereby ratified and affirmed, and (ii) after publication of notice and conducting a public hearing in accordance with applicable requirements, the Mayor and City Council desire to approve the proposed revised budget.

Section 2. That Section 1 of Ordinance No.1395 is hereby amended to revise amounts of the current biennial budget specified for the Fiscal Year beginning October 1, 2020 and ending September 30, 2021; and the Fiscal Year beginning October 1, 2021 and ending September 30, 2022 as follows:

“Section 1. That after complying with all procedures required by law, the budget presented and set forth in the budget statements, as amended and on file with the City Clerk, is hereby approved as The Annual Appropriation Bill for the fiscal year beginning October 1, 2020, through September 30, 2021 and the fiscal year beginning October 1, 2021, through September 30, 2022, including summaries and supporting documentation. All sums of money contained in the revised 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. A copy of the budget document, as amended, shall be forwarded as provided by law to the Auditor of Public Accounts, State Capital, Lincoln, Nebraska, and to the County Clerk of Sarpy County, Nebraska for use by the levying authority.

Fund	Proposed Budget of Disbursements and Transfers FY21	Proposed Budget of Disbursements and Transfers FY22	Amount to be Raised by Property Tax Levy FY21	Amount to be Raised by Property Tax Levy FY22
General Fund	20,247,696.00	22,429,716.00	8,775,537.00	9,790,484.00
Sewer Fund	4,664,908.00	10,032,258.00	0.00	0.00
Sewer Reserve	350,000.00	1,450,000.00	0.00	0.00
Debt Service Fund	4,517,764.00	5,282,441.00	877,554.00	999,029.00
Capital Fund	6,979,445.00	4,306,000.00	0.00	0.00
Lottery Fund	1,103,596.00	1,369,237.00	0.00	0.00
Economic Development	1,082,510.00	8,280,308.00	0.00	0.00
Off-Street Parking Redevelopment Fund	1,198,065.00	10,765,821.00	0.00	0.00
Police Academy	6,234,498.00	12,249,866.00	0.00	0.00
TIF – City Centre Phase 1A	116,612.00	192,250.00	0.00	0.00
TI – City Centre Phase 1B	352,417.00	514,534.00	0.00	0.00
Qualified Sinking Fund	434,083.00	806,735.00	0.00	0.00
TIF – City Centre Phase 2	0.00	0.00	0.00	0.00
TIF – City Centre Phase 3	0.00	0.00	0.00	0.00
Total All Funds	47,281,594.00	77,679,166.00	9,653,091.00	10,789,513.00

Section 3. Section 1 of Ordinance No. 1395, and any other ordinance or resolution of the City, or part of any such ordinance or resolution of the City, as previously enacted that is inconsistent or in conflict with this Ordinance is hereby repealed to the extent of the conflict or inconsistency.

Section 4. This ordinance shall take effect from and after passage, approval and publication as provided by law.

PASSED AND APPROVED THIS 7TH DAY OF SEPTEMBER 2021.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

	A	B	C	D	E	F	G	H	I	J
1	CITY OF LA VISTA FY22 MID-BIENNIAL BUDGET									
2										
3	ALL FUNDS SUMMARY									
4										
5		FY20	FY21	FY21	FY22	FY22	FY23	FY24	FY25	FY26
6		Actual	Budget	YE Estimate	Adopted	Amended	Projected	Projected	Projected	Projected
7	Revenues									
8	Property Tax	9,522,779	10,284,360	10,308,309	10,322,949	11,455,735	11,072,563	11,393,216	11,723,348	12,055,985
9	Sales Tax	8,220,235	7,774,155	9,681,861	8,072,561	9,133,407	9,667,820	10,669,774	11,211,614	11,779,570
10	Payments in Lieu of Taxes	341,771	391,989	214,639	401,789	216,784	218,952	221,142	223,353	225,586
11	State Revenue	1,853,126	1,739,301	2,057,977	1,809,262	1,871,045	1,891,822	1,910,740	1,929,848	1,947,586
12	Occupation and Franchise Taxes	847,652	1,005,257	862,013	1,082,665	898,647	976,177	1,152,767	1,185,104	1,201,270
13	Hotel Occupation Tax	659,528	363,215	636,522	570,000	730,361	895,736	1,011,128	1,074,988	1,085,738
14	Licenses and Permits	465,760	436,113	473,298	433,186	433,186	470,762	466,261	481,213	481,213
15	Interest Income	193,025	236,288	83,828	245,872	90,209	71,373	56,261	51,349	56,796
16	Recreation Fees	77,776	171,782	157,017	171,782	171,782	171,782	171,882	171,983	171,983
17	Special Services	20,500	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000
18	Grant Income	1,120,060	151,710	1,724,345	120,260	1,748,848	188,910	140,762	393,821	103,821
19	Restaurant Tax	765,323	700,000	840,000	700,000	700,000	700,000	700,000	700,000	700,000
20	Miscellaneous	740,640	815,835	809,523	936,701	936,701	864,389	757,283	755,022	758,997
21	Bond Proceeds	0	19,105,000	13,818,436	14,610,000	35,067,000	5,244,000	0	1,500,000	0
22	Sewer Charges	4,218,532	4,459,566	4,462,156	4,676,939	4,676,939	4,906,102	5,146,251	5,398,406	5,398,406
23	Special Assessments - Principal	610	0	4,350	0	0	0	0	0	0
24	Special Assessments - Interest	823	0	304	0	0	0	0	0	0
25	Grantee Payments	0	0	0	0	143,570	143,570	143,570	143,570	143,570
26	Community Betterment	1,070,995	645,147	1,221,087	780,000	1,000,000	900,000	900,000	900,000	900,000
27	Taxes - Form 51	318,980	382,609	382,609	312,000	347,826	313,043	313,043	313,043	313,043
29	Police Academy	102,405	148,000	163,804	148,000	172,000	204,500	204,500	232,000	232,000
30	Tax Increment Financing	126,498	723,884	723,884	1,321,269	1,321,269	1,321,269	1,407,053	1,471,523	1,644,161
31	Parking Garage Fees	11,782	23,000	20,000	29,000	29,000	35,000	285,000	535,000	535,000
32										
33	Total Revenue	30,678,800	49,581,211	48,669,962	46,768,235	71,168,309	40,281,770	37,074,633	40,419,185	39,758,725
37		0	0	0	0	0	0	0	0	0

	A	B	C	D	E	F	G	H	I	J
1	CITY OF LA VISTA FY22 MID-BIENNIAL BUDGET									
2										
3	ALL FUNDS SUMMARY									
4										
5		FY20	FY21	FY21	FY22	FY22	FY23	FY24	FY25	FY26
6		Actual	Budget	YE Estimate	Adopted	Amended	Projected	Projected	Projected	Projected
38	Expenditures									
39	Salary & Benefits	10,884,067	12,436,804	12,083,692	13,388,105	13,793,034	14,264,951	14,911,801	15,562,526	16,208,384
40	Commodities	389,250	592,060	586,795	590,324	657,324	612,593	619,235	623,877	623,877
41	Contractual Services	7,948,843	9,134,000	8,972,406	9,548,835	9,529,213	10,071,436	10,845,106	11,588,602	12,234,289
42	Maintenance	601,544	928,948	917,072	838,612	838,612	841,508	825,297	832,120	832,120
43	Other Charges	680,386	2,018,863	1,308,790	2,762,030	9,108,454	793,542	877,061	905,374	1,051,405
44	Debt Service	5,214,825	6,468,287	5,821,300	7,792,217	7,285,590	8,986,600	8,575,030	8,590,855	8,066,496
45	Capital Improvement	4,820,476	11,890,445	5,692,825	14,417,000	30,215,000	11,934,000	5,933,000	3,982,000	650,000
46										
47	Total Expenditures	30,539,391	43,469,407	35,382,880	49,337,123	71,427,227	47,504,630	42,586,530	42,085,354	39,666,571
50										
51	Total Capital Items	492,416	798,469	586,761	407,757	1,014,957	513,600	487,000	673,000	673,000
53										
54	Total Expenditures & Capital	31,031,807	44,267,876	35,969,641	49,744,880	72,442,184	48,018,230	43,073,530	42,758,354	40,339,571
55		0	0	0	0	0	0	0	0	0
57	Other Financing Sources (Uses)									
58	Transfers In	4,888,863	3,013,718	2,008,317	4,166,144	5,236,982	7,029,886	5,101,827	4,620,016	4,313,982
59	Transfers Out	(4,888,863)	(3,013,718)	(2,008,317)	(4,166,144)	(5,236,982)	(7,029,886)	(5,101,827)	(4,620,016)	(4,313,982)
61										
62	Total Other Uses of Funds (SID Trf)	0	0	0	0	0	0	0	0	0
63										
64	Prior Year Fund Balance	23,615,581	21,314,319	23,262,429	26,627,654	35,962,750	34,688,875	26,952,415	20,953,518	18,614,349
65	Net Change	(353,152)	5,313,335	12,700,321	(2,976,645)	(1,273,875)	(7,736,460)	(5,998,897)	(2,339,169)	(580,846)
66	Ending Fund Balance	23,262,429	26,627,654	35,962,750	23,651,009	34,688,875	26,952,415	20,953,518	18,614,349	18,033,503
68		0	0	0	0	0	0	0	0	0
70	Sales Tax Incentive Refund Reserve									
71	Beginning Balance	3,469,173	3,469,173	3,469,173	3,469,173	3,469,173	3,469,173	3,469,173	3,469,173	3,469,173
72	Contribution to Reserve	1,601,036	1,500,000	1,500,000	1,500,000	2,000,000	2,000,000	2,000,000	1,500,000	1,500,000
73	Reserve Used	(1,601,036)	(1,500,000)	(1,500,000)	(1,500,000)	(2,000,000)	(2,000,000)	(2,000,000)	(1,500,000)	(1,500,000)
74	Ending Balance	3,469,173	3,469,173	3,469,173	3,469,173	3,469,173	3,469,173	3,469,173	3,469,173	3,469,173

	A	B	C	D	E	F	G	H	I	J
1	CITY OF LA VISTA FY22 MID-BIENNIAL BUDGET									
2		7	8	10	12	13	14	15	16	17
3	OPERATING & CAPITAL EXPENDITURE SUMMARY BY DEPARTMENT									
4										
5		FY20	FY21	FY21	FY22	FY22	FY23	FY24	FY25	FY26
6		Actual	Budget	YE Estimate	Adopted	Amended	Projected	Projected	Projected	Projected
7	General Fund Expenditures									
8	Administrative Services	514,184	582,929	555,641	620,100	613,636	622,752	646,312	666,343	686,236
9	Mayor and Council	203,394	220,064	220,064	238,921	238,915	229,670	251,091	233,121	233,121
10	Adv. Boards and Commissions	3,539	6,335	5,135	6,335	6,335	7,243	7,261	7,281	7,281
11	Building Maintenance	477,460	635,049	624,856	644,553	859,982	771,925	786,668	811,949	824,144
12	Administration	746,615	689,538	653,733	733,047	738,737	743,123	766,063	789,854	813,069
13	Police	5,211,179	5,383,014	5,454,384	5,856,107	5,793,426	6,070,831	6,287,416	6,645,547	6,933,037
14	Animal Control	51,406	54,300	54,300	56,165	56,165	58,096	60,094	62,162	62,162
15	Fire	2,164,826	2,412,062	2,312,456	2,656,232	2,608,425	3,022,146	3,502,002	4,058,591	4,703,828
16	Community Development	587,220	675,426	684,662	732,011	743,511	731,087	755,271	780,412	804,645
17	Street Admin.	340,858	361,521	360,267	395,619	466,288	469,136	486,706	502,782	520,717
18	Streets Operating	1,945,214	2,645,227	2,451,660	2,388,876	2,784,619	2,625,417	2,514,151	2,804,394	2,866,492
19	Parks	890,491	1,157,250	1,080,679	1,242,863	1,216,709	1,305,275	1,420,398	1,450,790	1,494,124
20	Recreation	584,007	722,397	707,326	797,096	796,859	804,339	831,298	857,612	884,138
21	Sports Complex	348,954	405,311	359,603	430,921	428,053	427,751	559,648	503,876	516,910
22	Library	783,332	948,460	946,339	1,049,182	1,069,905	1,142,648	1,180,538	1,219,427	1,254,491
23	Information Technology	289,459	447,386	443,678	442,505	464,863	450,804	453,396	466,757	471,502
24	Swimming Pool	2,293	138,335	138,377	141,040	141,038	143,179	146,012	148,916	151,563
25	Human Resources	876,970	1,001,387	962,654	1,092,340	1,076,076	1,141,993	1,197,020	1,277,131	1,286,623
26	Public Transportation	5,180	8,400	8,400	8,400	8,400	8,400	8,400	8,400	8,400
27	Senior Bus	75,809	120,798	157,371	108,752	107,030	107,227	128,359	113,612	116,902
28	Finance	461,747	475,544	470,857	509,536	603,025	545,200	563,323	584,412	572,202
29	Communication	-	216,020	210,331	238,170	307,110	314,105	323,624	333,494	342,129
30										
31	Total General Fund	16,564,137	19,306,753	18,862,773	20,388,771	21,129,107	21,742,347	22,875,051	24,326,863	25,553,716
35										

	A	B	C	D	E	F	G	H	I	J
1	CITY OF LA VISTA FY22 MID-BIENNIAL BUDGET									
2		7	8	10	12	13	14	15	16	17
3	OPERATING & CAPITAL EXPENDITURE SUMMARY BY DEPARTMENT									
4										
5		FY20	FY21	FY21	FY22	FY22	FY23	FY24	FY25	FY26
6		Actual	Budget	YE Estimate	Adopted	Amended	Projected	Projected	Projected	Projected
36	Sewer Fund Expenditures									
39	Expenditures	3,342,669	3,979,823	3,732,223	3,868,543	4,149,578	3,992,585	4,114,263	4,239,906	4,268,747
40	Storm Water Management	40,373	55,085	56,064	58,180	58,180	58,180	58,762	59,349	59,349
41										
42	Total Sewer Fund	3,383,042	4,034,908	3,788,287	3,926,723	4,207,758	4,050,765	4,173,025	4,299,255	4,328,096
45										
46	Police Academy Expenditures									
47	Police Academy	97,275	116,612	116,552	124,797	192,250	218,128	226,420	235,081	244,119
48										
49	Total Police Academy Fund	97,275	116,612	116,552	124,797	192,250	218,128	226,420	235,081	244,119

	A	D	E	F	G	H	I	J	K	L
1	CITY OF LA VISTA FY22 MID-BIENNIAL BUDGET									
2										
3	GENERAL FUND SUMMARY									
4										
5		FY20	FY21	FY21	FY22	FY22	FY23	FY24	FY25	FY26
6		Actual	Budget	YE Estimate	Adopted	Amended	Projected	Projected	Projected	Projected
7	Revenues									
8	Property Tax	8,535,988	9,393,170	9,410,877	9,431,759	10,446,706	10,099,537	10,391,022	10,691,113	10,992,951
9	Sales Tax	4,110,118	3,887,077	4,840,931	4,036,279	4,566,703	4,833,912	5,334,886	5,605,804	5,889,786
10	Payments in Lieu of Taxes	304,487	356,710	195,126	365,628	197,077	199,048	201,039	203,049	205,079
11	State Revenue	1,853,126	1,739,301	2,057,977	1,809,262	1,871,045	1,891,822	1,910,740	1,929,848	1,947,586
12	Occupation and Franchise Taxes	847,652	970,600	861,913	898,547	898,547	911,976	925,371	939,142	939,142
13	Hotel Occupation Tax	659,528	363,215	636,522	570,000	730,361	895,736	1,011,128	1,074,988	1,085,738
14	Licenses and Permits	465,760	436,113	473,298	433,186	433,186	470,762	466,261	481,213	481,213
15	Interest Income	54,576	67,207	30,178	48,361	30,801	23,234	14,981	4,911	-
16	Recreation Fees	77,776	171,782	157,017	171,782	171,782	171,782	171,882	171,983	171,983
17	Special Services	20,500	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000
18	Grant Income	1,120,060	151,710	1,724,345	120,260	1,748,848	134,910	120,762	103,821	103,821
19	Restaurant Tax	765,323	700,000	840,000	700,000	700,000	700,000	700,000	700,000	700,000
20	Miscellaneous	223,477	312,121	303,709	432,184	432,184	360,051	363,358	366,822	366,822
21										
22	Total Revenue	19,038,371	18,573,006	21,555,893	19,041,248	22,251,240	20,716,770	21,635,430	22,296,694	22,908,121
23										
24	Expenditures									
25	Salary & Benefits	10,287,470	11,789,923	11,437,464	12,688,732	12,955,713	13,397,105	14,008,731	14,622,718	15,230,697
26	Commodities	358,271	543,554	543,594	541,818	608,818	563,587	569,877	573,660	573,660
27	Contractual Services	4,619,383	5,280,659	5,161,321	5,682,099	5,648,037	6,138,386	6,697,950	7,327,552	7,972,789
28	Maintenance	533,189	826,985	824,235	753,528	753,528	755,329	738,342	743,369	743,369
29	Other Charges	298,575	357,163	349,398	354,837	398,054	374,340	373,151	386,564	360,201
30										
31	Total Expenditures	16,096,888	18,798,284	18,316,012	20,021,014	20,364,150	21,228,747	22,388,051	23,653,863	24,880,716
32										
33	Total Capital Items	467,249	508,469	546,761	367,757	764,957	513,600	487,000	673,000	673,000
35										
36	Total Expenditures & Capital	16,564,137	19,306,753	18,862,773	20,388,771	21,129,107	21,742,347	22,875,051	24,326,863	25,553,716
37										

	A	D	E	F	G	H	I	J	K	L
1	CITY OF LA VISTA FY22 MID-BIENNIAL BUDGET									
2										
3	GENERAL FUND SUMMARY									
4										
5		FY20	FY21	FY21	FY22	FY22	FY23	FY24	FY25	FY26
6		Actual	Budget	YE Estimate	Adopted	Amended	Projected	Projected	Projected	Projected
38	Other Financing Sources (Uses)									
39	Transfers In									
40	Transfer from Lottery	65,843	193,867	165,000	212,688	407,210	319,305	328,924	338,894	347,629
41	Transfer from QSF	-	-	-	-	-	225,000	-	-	-
43	Total Tranfers in	65,843	193,867	165,000	212,688	407,210	544,305	328,924	338,894	347,629
44										
45	Transfers Out									
46	Transfer to EDP	-	(82,510)	-	(239,553)	-	(957,431)	(1,063,686)	(1,059,890)	(1,069,241)
47	Transfer to OSP	(436,334)	(280,602)	(185,801)	(119,069)	(155,834)	(155,346)	(136,442)	-	-
48	Transfer to DSF	(188,130)	(577,831)	(184,085)	(604,171)	(679,775)	(565,175)	(572,525)	(574,625)	(665,250)
49	Transfer to CIP	-	-	-	-	(390,000)	(470,000)	(198,000)	(198,000)	(100,000)
50	Transfer to QSF	(200,000)	-	-	(75,000)	(75,000)	(150,000)	(150,000)	(175,000)	(175,000)
51	Total Transfers Out	(824,464)	(940,943)	(369,886)	(1,037,793)	(1,300,609)	(2,297,952)	(2,120,653)	(2,007,515)	(2,009,491)
52										
54	Total Other Uses of Funds	(758,621)	(747,076)	(204,886)	(825,105)	(893,399)	(1,753,647)	(1,791,729)	(1,668,621)	(1,661,862)
55										
56	Prior Year Fund Balance	6,880,593	7,544,671	8,596,206	6,063,848	11,084,440	11,313,174	8,533,950	5,502,600	1,803,810
57	Net Change	1,715,613	(1,480,823)	2,488,234	(2,172,628)	228,734	(2,779,224)	(3,031,350)	(3,698,790)	(4,307,457)
58	Ending Fund Balance	8,596,206	6,063,848	11,084,440	3,891,220	11,313,174	8,533,950	5,502,600	1,803,810	(2,503,647)
59										
60	Operating Reserve %	53%	32%	61%	19%	56%	40%	25%	8%	-10%
61	Target Operating Reserve %	25%	25%	25%	25%	25%	25%	25%	25%	25%
62	Over (Under) Target	28%	7%	36%	-6%	31%	15%	0%	-17%	-35%
63										
	General Fund Sales Tax Incentive									
64	Reserve Balance	1,734,587	1,734,587	1,734,587	1,734,587	1,734,587	1,734,587	1,734,587	1,734,587	1,734,587
65	Reserve Excluding Sls Tx Rsve	6,861,620	4,329,262	9,349,854	2,156,634	9,578,588	6,799,364	3,768,014	69,224	(4,238,234)
66	Reserve % Excluding Sales Tax R	43%	23%	51%	11%	47%	32%	17%	0%	-17%
67	Impact of Sls Tx Reserve	10%	9%	10%	8%	9%	8%	8%	8%	7%

	A	B	C	D	E	F	G	H	I	J
1	CITY OF LA VISTA FY22 MID-BIENNIAL BUDGET									
2										
3	SEWER FUND SUMMARY									
4										
5		FY20	FY21	FY21	FY22	FY22	FY23	FY24	FY25	FY26
6		Actual	Budget	YE Estimate	Adopted	Amended	Projected	Projected	Projected	Projected
7										
8	REVENUES									
9	Sewer Service Charges	21,397	19,950	22,511	20,498	20,498	21,995	23,095	24,249	24,249
10	Sewer User Fees	4,083,095	4,336,482	4,336,482	4,553,306	4,553,306	4,780,971	5,020,020	5,271,021	5,271,021
11	Sales Tax Collection Fee	53	19	48	20	20	21	21	21	21
12	Sewer Hookup Fee	113,987	103,115	103,115	103,115	103,115	103,115	103,115	103,115	103,115
13	Interest Income	13,984	9,697	5,500	10,880	4,771	2,785	2,870	2,957	2,979
15	Bond Proceeds	-	-	-	4,000,000	4,000,000	-	-	-	-
17										
18	Total Revenue	4,232,516	4,469,263	4,467,656	8,687,819	8,681,710	4,908,887	5,149,121	5,401,363	5,401,385
19										
20	EXPENDITURES									
21	Salary & Benefits	518,171	549,189	550,296	593,496	664,531	669,358	696,290	724,367	753,208
22	Commodities	24,417	35,356	35,501	35,356	35,356	35,356	35,708	36,067	36,067
23	Contractual Services	2,752,058	3,079,225	3,079,855	3,173,507	3,173,507	3,261,687	3,355,815	3,452,761	3,452,761
24	Maintenance	50,946	69,687	69,687	69,384	69,384	69,384	70,079	70,779	70,779
25	Other Charges	12,283	11,451	12,948	14,980	14,980	14,980	15,133	15,281	15,281
26	Debt Service	-	-	-	158,333	104,500	215,500	212,875	215,250	212,450
27	Capital Improvement Program	38,002	630,000	210,000	5,350,000	5,720,000	-	100,000	350,000	-
28										
29	Total Expenditures	3,395,877	4,374,908	3,958,287	9,395,056	9,782,258	4,266,265	4,485,900	4,864,505	4,540,546
30										
31	Total Capital Items	25,167	290,000	40,000	40,000	250,000	-	-	-	-
32										
33	Total Expenditures & Capital	3,421,044	4,664,908	3,998,287	9,435,056	10,032,258	4,266,265	4,485,900	4,864,505	4,540,546
34										

	A	B	C	D	E	F	G	H	I	J
1	CITY OF LA VISTA FY22 MID-BIENNIAL BUDGET									
2										
3	SEWER FUND SUMMARY									
4										
5		FY20	FY21	FY21	FY22	FY22	FY23	FY24	FY25	FY26
6		Actual	Budget	YE Estimate	Adopted	Amended	Projected	Projected	Projected	Projected
7										
35	Other Financing Sources (Uses)									
36	Transfer In									
37	Transfer from Lottery	-	-	-	150	150	300	300	300	300
38	Transfer from Sewer Reserve	-	350,000	-	850,000	1,450,000	-	-	-	-
39										
40	Transfer Out									
41	Transfer to Sewer Reserve	(740,000)	-	-	-	-	(1,364,616)	(632,687)	(505,234)	(853,462)
42										
43	Total Other Uses of Funds	(740,000)	350,000	0	850,150	1,450,150	(1,364,316)	(632,387)	(504,934)	(853,162)
44										
45	Prior Year Fund Balance	1,094,287	910,334	1,165,614	1,064,689	1,634,983	1,734,585	1,012,891	1,043,725	1,075,649
46	Net Change	71,327	154,355	469,369	102,913	99,602	(721,694)	30,834	31,924	7,677
47	Ending Fund Balance	1,165,614	1,064,689	1,634,983	1,167,602	1,734,585	1,012,891	1,043,725	1,075,649	1,083,326
48										
49	Operating Reserve %	35%	28%	44%	30%	44%	25%	25%	25%	25%
50	Target Operating Reserve %	25%	25%	25%	25%	25%	25%	25%	25%	25%
51	Over (Under) Target	10%	3%	19%	5%	19%	0%	0%	0%	0%
52										
53	Sewer Reserve Fund Balance	1,957,259	1,625,006	1,961,059	1,122,806	512,858	1,884,056	2,525,562	3,041,414	3,908,519

	A	B	C	D	E	F	G	H	I	J
1	CITY OF LA VISTA FY22 MID-BIENNIAL BUDGET									
2										
3	SEWER RESERVE FUND									
4										
5		FY20	FY21	FY21	FY22	FY22	FY23	FY24	FY25	FY26
6		Actual	Budget	YE Estimate	Adopted	Amended	Projected	Projected	Projected	Projected
7										
8	REVENUES									
9	Interest Income	7,525	17,747	3,800	11,747	1,799	6,582	8,819	10,618	13,643
10										
11	Total Revenue	7,525	17,747	3,800	11,747	1,799	6,582	8,819	10,618	13,643
12										
13	EXPENDITURES									
14		-	-	-	-	-	-	-	-	-
15	Other Charges	-	-	-	-	-	-	-	-	-
16										
17	Total Expenditures	-	-	-	-	-	-	-	-	-
18										
19	Other Financing Sources (Uses)									
20	Transfer from Sewer Fund	740,000	-	-	-	-	1,364,616	632,687	505,234	853,462
21	Transfer to Sewer Fund	-	(350,000)	-	(850,000)	(1,450,000)	-	-	-	-
22										
23	Total Other Uses of Funds	740,000	(350,000)	-	(850,000)	(1,450,000)	1,364,616	632,687	505,234	853,462
24										
25	Prior Year Fund Balance	1,209,734	1,955,934	1,957,259	1,623,681	1,961,059	512,858	1,884,056	2,525,562	3,041,414
26	Net Change	747,525	(332,253)	3,800	(838,253)	(1,448,201)	1,371,198	641,506	515,852	867,105
27	Ending Fund Balance	1,957,259	1,623,681	1,961,059	785,428	512,858	1,884,056	2,525,562	3,041,414	3,908,519

	A	B	C	D	E	F	G	H	I	J
1	CITY OF LA VISTA FY22 MID-BIENNIAL BUDGET									
2										
3	DEBT SERVICE FUND SUMMARY									
4										
5		FY20	FY21	FY21	FY22	FY22	FY23	FY24	FY25	FY26
6		Actual	Budget	YE Estimate	Adopted	Amended	Projected	Projected	Projected	Projected
7	REVENUES									
8	Property Tax	986,791	891,190	897,432	891,190	1,009,029	973,026	1,002,194	1,032,235	1,063,034
9	Sales Tax	2,055,058	1,943,539	2,420,465	2,018,141	2,283,352	2,416,954	2,667,444	2,802,905	2,944,892
10	Special Assessments - Principal	610	-	4,350	-	-	-	-	-	-
11	Special Assessments - Interest	823	-	304	-	-	-	-	-	-
12	Interest Income	26,898	27,767	9,000	20,994	4,948	4,074	4,929	6,580	10,027
13	Other	543,954	538,993	523,227	540,678	524,224	524,242	414,028	408,504	412,682
14										
15	Total Revenue	3,614,134	3,401,489	3,854,778	3,471,003	3,821,553	3,918,296	4,088,595	4,250,224	4,430,635
16										
17	EXPENDITURES									
18	Operating - Other									
19	Debt Service - Bond Principal	2,605,000	2,645,000	2,440,000	2,720,000	2,740,000	2,050,000	1,565,000	1,585,000	1,620,000
20	Debt Service - Bond Interest	377,627	468,302	370,954	509,771	474,662	464,838	508,473	499,963	491,766
23	County Treasurer Fees	9,171	8,821	8,272	8,796	9,295	8,887	9,159	9,441	9,196
24	Debt Payment - PFD	120,096	122,906	213,528	129,220	218,096	218,100	218,100	218,100	218,100
25	Financial/Legal Fees	27,729	89,750	9,688	16,375	16,375	61,250	8,250	9,250	9,250
26										
27	Total Expenditures	3,139,623	3,334,779	3,042,442	3,384,162	3,458,428	2,803,075	2,308,982	2,321,754	2,348,312
29										

	A	B	C	D	E	F	G	H	I	J
1	CITY OF LA VISTA FY22 MID-BIENNIAL BUDGET									
2										
3	DEBT SERVICE FUND SUMMARY									
4										
5		FY20	FY21	FY21	FY22	FY22	FY23	FY24	FY25	FY26
6		Actual	Budget	YE Estimate	Adopted	Amended	Projected	Projected	Projected	Projected
30	Other Financing Sources (Uses)									
31	Transfers In									
32	Transfer from General Fund	188,130	577,831	184,085	604,171	679,775	565,175	572,525	574,625	665,250
33	Transfer from CIP	253,322	-	-	-	-	-	-	-	-
34	Transfer from Lottery	-	-	-	-	-	-	-	-	-
36	Total Transfers In	441,452	577,831	184,085	604,171	679,775	565,175	572,525	574,625	665,250
37										
38	Transfers Out									
39	Transfer to CIP (construction)	(717,442)	(434,445)	(398,968)	(800,000)	(746,000)	(460,000)	(250,000)	(110,000)	-
40	Transfer to OSP (debt service)	(552,003)	(748,540)	(748,540)	(658,440)	(1,078,013)	(1,662,713)	(1,669,263)	(1,558,073)	(1,003,100)
41	Total Transfers Out	(1,269,445)	(1,182,985)	(1,147,508)	(1,458,440)	(1,824,013)	(2,122,713)	(1,919,263)	(1,668,073)	(1,003,100)
42										
44	Total Other Sources/Uses of Funds	(827,993)	(605,154)	(963,423)	(854,269)	(1,144,238)	(1,557,538)	(1,346,738)	(1,093,448)	(337,850)
45										
46	Prior Year Fund Balance	3,792,183	3,084,851	3,438,701	2,546,407	3,287,614	2,506,501	2,064,184	2,497,059	3,332,081
47	Net Change	(353,482)	(538,444)	(151,087)	(767,428)	(781,113)	(442,317)	432,875	835,022	1,744,473
48	Ending Fund Balance	3,438,701	2,546,407	3,287,614	1,778,979	2,506,501	2,064,184	2,497,059	3,332,081	5,076,554
49										
50	Debt Service Coverage Ratio	1.11	1.00	1.07	1.01	1.00	1.02	1.18	1.25	1.53
51	Target DSCR	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
52	Over (Under) Target	0.11	-	0.07	0.01	-	0.02	0.18	0.25	0.53
53										
54	Sales Tax Incentive Refund Reserve									
55	Beginning Balance	867,293	867,293	867,293	867,293	867,293	867,293	867,293	867,293	867,293
56	Contribution to Reserve	400,259	375,000	375,000	500,000	500,000	500,000	375,000	375,000	375,000
57	Reserve Used	(400,259)	(375,000)	(375,000)	(500,000)	(500,000)	(500,000)	(375,000)	(375,000)	(375,000)
58	Ending Balance	867,293	867,293	867,293	867,293	867,293	867,293	867,293	867,293	867,293

	A	B	C	D	E	F	G	H	I	J
1	CITY OF LA VISTA FY22 MID-BIENNIAL BUDGET									
2										
3	CAPITAL FUND SUMMARY									
4										
5		FY20	FY21	FY21	FY22	FY22	FY23	FY24	FY25	FY26
6		Actual	Budget	YE Estimate	Adopted	Amended	Projected	Projected	Projected	Projected
7	REVENUES									
8	GRANTS - _____	0	0	0	0	0	54,000	20,000	290,000	0
10	INTEREST INCOME & GAIN/LOSS	248	387	1,600	382	664	8,014	5,453	2,732	1,817
11	BOND PROCEEDS	-	6,490,000	8,054,913	610,000	-	5,244,000	-	1,500,000	-
12										
13	Total Revenue	248	6,490,387	8,056,513	610,382	664	5,306,014	25,453	1,792,732	1,817
14										
15	EXPENDITURES - Capital Improvement Program									
16	Administration	24,683	-	-	75,000	300,000	150,000	150,000	100,000	100,000
17	Buildings and Grounds	294,654	100,000	-	-	135,000	600,000	-	-	-
18	Community Development	-	-	-	-	40,000	210,000	-	-	-
19	Information Technology	-	-	-	-	240,000	170,000	48,000	98,000	-
20	Parks	366,011	300,000	255,630	700,000	770,000	104,000	70,000	340,000	50,000
21	Sewer	-	-	-	-	-	-	-	-	-
22	Sports Complex	-	-	-	-	-	-	-	-	-
23	Streets	243,468	6,579,445	4,703,743	756,000	2,821,000	1,650,000	1,650,000	3,094,000	500,000
24	Financial Fees	-	-	166,452	-	-	-	-	-	-
25										
26	Total Expenditures	928,816	6,979,445	5,125,825	1,531,000	4,306,000	2,884,000	1,918,000	3,632,000	650,000
27										
28	Other Financing Sources (Uses)									
29	Transfer from GF	-	-	-	-	390,000	470,000	198,000	198,000	100,000
30	Transfer from DSF	717,442	434,445	398,968	800,000	746,000	460,000	250,000	110,000	-
31	Transfers from RDF	-	-	-	-	-	-	-	-	-
32	Transfer from Lottery Fund	401,756	50,000	30,000	125,000	205,000	650,000	50,000	50,000	50,000
33	Total Transfers In	1,119,198	484,445	428,968	925,000	1,341,000	1,580,000	498,000	358,000	150,000
34										
35	Transfer to DSF	(253,322)	-	-	-	-	-	-	-	-
36										
37	Total Other Sources/Uses of Funds	865,876	484,445	428,968	925,000	1,341,000	1,580,000	498,000	358,000	150,000
38										
39	Prior Year Fund Balance	24,186	41,535	(38,506)	36,922	3,321,150	356,814	4,358,828	2,964,281	1,483,013
40	Net Change	(62,692)	(4,613)	3,359,656	4,382	(2,964,336)	4,002,014	(1,394,547)	(1,481,268)	(498,183)
41	Ending Fund Balance	(38,506)	36,922	3,321,150	41,304	356,814	4,358,828	2,964,281	1,483,013	984,830

	A	B	C	D	E	F	G	H	I	J
1	CITY OF LA VISTA FY22 MID-BIENNIAL BUDGET									
2										
3	LOTTERY FUND SUMMARY									
4										
5		FY20	FY21	FY21	FY22	FY22	FY23	FY24	FY25	FY26
6		Actual	Budget	YE Estimate	Adopted	Amended	Projected	Projected	Projected	Projected
7										
8	REVENUES									
9	Community Betterment	1,070,995	645,147	1,221,087	780,000	1,000,000	900,000	900,000	900,000	900,000
10	Interest Income	28,953	37,731	13,440	37,587	13,537	12,254	12,771	13,213	13,628
11	Taxes - Form 51	318,980	382,609	382,609	312,000	347,826	313,043	313,043	313,043	313,043
14										
15	Total Revenue	1,429,421	1,065,487	1,619,236	1,129,587	1,361,363	1,225,297	1,225,814	1,226,256	1,226,671
16										
17	EXPENDITURES - Contractual Services									
18	Professional Services	110,523	215,135	130,000	115,840	115,840	89,580	76,820	91,070	91,070
19	Events Marketing	28,103	30,000	25,000	31,545	31,545	32,491	32,816	33,145	33,145
20	Concerts & Movie Nights	158	10,900	6,000	11,000	11,000	11,150	11,250	11,375	11,375
21	Recreation Events	-	1,518	-	1,564	1,564	1,611	1,627	1,643	1,643
22	Community Events	52,634	29,840	25,150	31,924	44,924	45,805	46,621	47,427	47,627
23	Salute to Summer	2,400	130,127	102,190	130,178	130,978	131,285	131,601	131,892	132,142
24	Other Contractual Services	28,557	9,600	51,200	23,100	23,200	9,650	9,800	9,905	9,905
25	Other Charges (Taxes)	318,980	382,609	382,609	312,000	347,826	313,043	313,042	313,042	313,043
26										
27	Total Expenditures	541,355	809,729	722,149	657,151	706,877	634,615	623,577	639,499	639,950
28										
29	Total Capital	-	-	-	-	-	-	-	-	-
30										
31	Total Expenditures & Capital	541,355	809,729	722,149	657,151	706,877	634,615	623,577	639,499	639,950
32										

	A	B	C	D	E	F	G	H	I	J
1	CITY OF LA VISTA FY22 MID-BIENNIAL BUDGET									
2										
3	LOTTERY FUND SUMMARY									
4										
5		FY20	FY21	FY21	FY22	FY22	FY23	FY24	FY25	FY26
6		Actual	Budget	YE Estimate	Adopted	Amended	Projected	Projected	Projected	Projected
7										
33	Other Financing Sources (Uses)									
34	Transfers Out									
35	Transfer to General Fund	(65,843)	(193,867)	(165,000)	(212,688)	(407,210)	(319,305)	(328,924)	(338,894)	(347,629)
36	Transfer to Sewer Fund	-	-	-	(150)	(150)	(300)	(300)	(300)	(300)
37	Transfers to DSF	-	-	-	-	-	-	-	-	-
38	Transfer to CIP	(401,756)	(50,000)	(30,000)	(125,000)	(205,000)	(650,000)	(50,000)	(50,000)	(50,000)
39	Transfer to RDF	-	-	-	-	-	-	-	-	-
40	Transfer to QSF	(50,000)	(50,000)	(50,000)	(50,000)	(50,000)	(50,000)	(50,000)	(50,000)	(50,000)
41										
42	Total Other Uses of Funds	(517,599)	(293,867)	(245,000)	(387,838)	(662,360)	(1,019,605)	(429,224)	(439,194)	(447,929)
43										
44	Prior Year Fund Balance	3,510,997	3,851,992	3,881,464	3,813,883	4,533,551	4,525,677	4,096,754	4,269,767	4,417,330
45	Net Change	370,467	(38,109)	652,087	84,598	(7,874)	(428,923)	173,013	147,563	138,792
46	Ending Fund Balance	3,881,464	3,813,883	4,533,551	3,898,481	4,525,677	4,096,754	4,269,767	4,417,330	4,556,122

	A	B	C	D	E	F	G	H	I	J
1	CITY OF LA VISTA FY22 MID-BIENNIAL BUDGET									
2										
3	ECONOMIC DEVELOPMENT FUND SUMMARY									
4										
5		FY20	FY21	FY21	FY22	FY22	FY23	FY24	FY25	FY26
6		Actual	Budget	YE Estimate	Adopted	Amended	Projected	Projected	Projected	Projected
7										
8	REVENUES									
11	Bond Proceeds	-	3,000,000	5,610,000	-	3,000,000	-	-	-	-
12	Grantee Payments	-	-	-	-	143,570	143,570	143,570	143,570	143,570
13	Interest Income	26	10,070	1,500	10,070	108	31	31	31	31
14										
15	Total Revenue	26	3,010,070	5,611,500	10,070	3,143,678	143,601	143,601	143,601	143,601
16										
17	EXPENDITURES									
20	Debt Service - Bond Principal	-	-	-	195,000	-	1,075,000	1,080,000	1,090,000	1,115,000
21	Debt Service - Bond Interest	-	48,010	-	44,053	47,926	103,308	126,883	113,085	97,234
22	Grants	-	1,000,000	268,118	2,000,000	8,231,882	-	-	-	-
23	Financial Fees	-	34,500	109,021	500	500	500	500	500	500
24										
25	Total Expenditures	-	1,082,510	377,139	2,239,553	8,280,308	1,178,808	1,207,383	1,203,585	1,212,734
26										
27	Other Financing Sources (Uses)									
28	Transfers In									
29	Transfer from General Fund	-	82,510	-	239,553	-	957,431	1,063,686	1,059,890	1,069,241
33										
34	Total Other Uses of Funds	-	82,510	-	239,553	-	957,431	1,063,686	1,059,890	1,069,241
35										
36	Prior Year Fund Balance	7,042	7,068	7,068	2,017,138	5,241,429	104,799	27,023	26,927	26,833
37	Net Change	26	2,010,070	5,234,361	(1,989,930)	(5,136,630)	(77,776)	(96)	(94)	108
38	Ending Fund Balance	7,068	2,017,138	5,241,429	27,208	104,799	27,023	26,927	26,833	26,941
39										

	A	B	C	D	E	F	G	H	I	J
1	CITY OF LA VISTA FY22 MID-BIENNIAL BUDGET									
2										
3	OFF-STREET PARKING FUND SUMMARY									
4										
5		FY20	FY21	FY21	FY22	FY22	FY23	FY24	FY25	FY26
6		Actual	Budget	YE Estimate	Adopted	Amended	Projected	Projected	Projected	Projected
7										
8	REVENUES									
9	Interest Income	3,422	1,111	20	41,412	3,028	31	31	31	30
10	Bond Proceeds	0	0	0	10,000,000	12,500,000	0	0	0	0
11	Parking Garage Fees	11,782	23,000	20,000	29,000	29,000	35,000	285,000	535,000	535,000
12										
13	Total Revenue	15,204	24,111	20,020	10,070,412	12,532,028	35,031	285,031	535,031	535,030
14										
15	EXPENDITURES									
16	Commodities	5,323	11,000	5,000	11,000	11,000	11,500	11,500	12,000	12,000
17	Contractual Services	149,067	160,326	162,070	161,108	161,108	162,101	393,116	394,142	394,142
18	Maintenance	17,409	32,276	23,150	15,700	15,700	16,795	16,876	17,972	17,972
19	Debt Service - Bond Principal	685,000	695,000	695,000	710,000	710,000	1,195,000	1,230,000	1,260,000	730,000
20	Debt Service - Bond Interest	210,911	198,683	198,683	345,233	332,733	466,433	437,983	408,188	383,218
21	Land/Construction	555,374	100,000	100,000	2,000,000	9,500,000	3,000,000	0	0	0
22	Financial Fees	1,185	780	780	35,280	35,280	1,280	1,280	1,280	1,280
23										
24	Total Expenditures	1,624,269	1,198,065	1,184,683	3,278,321	10,765,821	4,853,109	2,090,755	2,093,582	1,538,612
25										

	A	B	C	D	E	F	G	H	I	J
1	CITY OF LA VISTA FY22 MID-BIENNIAL BUDGET									
2										
3	OFF-STREET PARKING FUND SUMMARY									
4										
5		FY20	FY21	FY21	FY22	FY22	FY23	FY24	FY25	FY26
6		Actual	Budget	YE Estimate	Adopted	Amended	Projected	Projected	Projected	Projected
7										
26	Other Financing Sources (Uses)									
27	Transfers In									
28	Transfer from General Fund	436,334	280,602	185,801	119,069	155,834	155,346	136,442	0	0
29	Transfer from DSF	552,003	748,540	748,540	658,440	1,078,013	1,662,713	1,669,263	1,558,073	1,003,100
30	Transfer from RDF	343,923	245,923	245,923	432,073	0	0	0	0	0
31	Total Transfers In	1,332,260	1,275,065	1,180,264	1,209,582	1,233,847	1,818,059	1,805,705	1,558,073	1,003,100
32										
33	Transfers Out									
34	Transfer to RDF	(940,110)	0	0	0	0	0	0	0	0
35	Total Transfers Out	(940,110)	0	0	0	0	0	0	0	0
36										
37	Total Other Uses of Funds	392,150	1,275,065	1,180,264	1,209,582	1,233,847	1,818,059	1,805,705	1,558,073	1,003,100
38										
39	Prior Year Fund Balance	1,232,062	64,459	15,147	165,570	30,748	3,030,802	30,783	30,764	30,286
40	Net Change	(1,216,915)	101,111	15,601	8,001,673	3,000,054	(3,000,019)	(19)	(478)	(482)
41	Ending Fund Balance	15,147	165,570	30,748	8,167,243	3,030,802	30,783	30,764	30,286	29,804
42										
43										

	A	B	C	D	E	F	G	H	I	J
1	CITY OF LA VISTA FY22 MID-BIENNIAL BUDGET									
2										
3	REDEVELOPMENT FUND SUMMARY									
4										
5		FY20	FY21	FY21	FY22	FY22	FY23	FY24	FY25	FY26
6		Actual	Budget	YE Estimate	Adopted	Amended	Projected	Projected	Projected	Projected
7										
8	REVENUES									
9	Sales Tax	2,055,059	1,943,539	2,420,465	2,018,141	2,283,352	2,416,954	2,667,444	2,802,905	2,944,892
10	GBOT - Retail Sales	-	34,657	100	109,218	100	34,657	109,218	125,421	139,176
11	GBOT - Event Sales	-	-	-	74,900	-	29,544	118,178	120,541	122,952
12	Bond Proceeds	-	9,615,000	153,523	-	15,567,000	-	-	-	-
13	State Grants	-	-	-	-	-	-	-	-	-
14	Interest Income	56,379	60,391	18,000	59,111	28,647	12,556	3,880	6,987	10,565
15										
16	Total Revenue	2,111,438	11,653,587	2,592,088	2,261,370	17,879,099	2,493,711	2,898,720	3,055,854	3,217,585
17										
18	EXPENDITURES									
19	Contract - Professional Services	198,708	174,700	219,700	175,000	175,000	175,000	75,000	75,000	75,000
20	Other:									
21	Debt Service - Bond Principal	505,000	750,000	645,000	800,000	705,000	1,040,000	1,050,000	1,070,000	1,085,000
22	Debt Service - Bond Interest	630,688	761,125	478,874	872,550	644,616	850,364	837,659	823,212	805,671
23	Land/Construction	3,298,284	4,181,000	257,000	5,536,000	10,689,000	6,050,000	3,915,000	-	-
24	Financial/Legal Fees	840	121,750	152,717	1,250	36,250	1,250	52,750	1,750	1,750
25										
26	Total Expenditures	4,633,520	5,988,575	1,753,291	7,384,800	12,249,866	8,116,614	5,930,409	1,969,962	1,967,421
27										
28	Other Financing Sources (Uses)									
29	Transfers In									
32	Transfer from OSP	940,110	-	-	-	-	-	-	-	-
33										
34	Total Transfers In	940,110	-	-	-	-	-	-	-	-
35										
36	Transfers Out									
39	Transfer to OSP	(343,923)	(245,923)	(245,923)	(432,073)	-	-	-	-	-
40	Total Transfers Out	(343,923)	(245,923)	(245,923)	(432,073)	-	-	-	-	-
41										
42	Total Other Uses of Funds	596,187	(245,923)	(245,923)	(432,073)	0	0	0	-	-

	A	B	C	D	E	F	G	H	I	J
1	CITY OF LA VISTA FY22 MID-BIENNIAL BUDGET									
2										
3	REDEVELOPMENT FUND SUMMARY									
4										
5		FY20	FY21	FY21	FY22	FY22	FY23	FY24	FY25	FY26
6		Actual	Budget	YE Estimate	Adopted	Amended	Projected	Projected	Projected	Projected
7										
43										
44	Prior Year Fund Balance	5,719,508	3,412,746	3,793,613	8,831,835	4,386,487	10,015,720	4,392,817	1,361,128	2,447,020
45	Net Change	(1,925,895)	5,419,089	592,874	(5,555,503)	5,629,233	(5,622,903)	(3,031,689)	1,085,892	1,250,164
46	Ending Fund Balance	3,793,613	8,831,835	4,386,487	3,276,332	10,015,720	4,392,817	1,361,128	2,447,020	3,697,184
47										
48	Debt Service Coverage Ratio	2.06	1.16	1.78	1.07	1.71	1.32	1.54	1.61	1.70
49	Target DSCR	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
50	Over (Under) Target	1.06	0.16	0.78	0.07	0.71	0.32	0.54	0.61	0.70
51										
	RDF Sales Tax Incentive Reserve									
52	Balance	867,293	867,293	867,293	976,201	867,293	867,293	867,293	867,293	867,293
58										
59	Sales Tax Incentive Refund Reserve									
60	Beginning Balance	867,293	867,293	867,293	867,293	867,293	867,293	867,293	867,293	867,293
61	Contribution to Reserve	400,259	375,000	375,000	500,000	500,000	500,000	375,000	375,000	375,000
62	Reserve Used	(400,259)	(375,000)	(375,000)	(500,000)	(500,000)	(500,000)	(375,000)	(375,000)	(375,000)
63	Ending Balance	867,293	867,293	867,293	867,293	867,293	867,293	867,293	867,293	867,293

	A	B	C	D	E	F	G	H	I	J
1	CITY OF LA VISTA FY22 MID-BIENNIAL BUDGET									
2										
3	POLICE ACADEMY FUND									
4										
5		FY20	FY21	FY21	FY22	FY22	FY23	FY24	FY25	FY26
6		Actual	Budget	YE Estimate	Adopted	Amended	Projected	Projected	Projected	Projected
7										
8	REVENUES									
9	Agency Contribution	102,205	130,000	130,000	130,000	154,000	162,500	162,500	190,000	190,000
10	Tuition		18,000	31,500	18,000	18,000	42,000	42,000	42,000	42,000
11	Interest Income	258	423	90	696	58	45	23	20	8
12	Miscellaneous	200	-	2,304	-	-	-	-	-	-
13										
14	Total Revenue	102,663	148,423	163,894	148,696	172,058	204,545	204,523	232,020	232,008
15										
16	EXPENDITURES									
17	Personnel Services	78,426	97,692	95,932	105,877	172,790	198,488	206,780	215,441	224,479
18	Commodities	1,239	2,150	2,700	2,150	2,150	2,150	2,150	2,150	2,150
19	Contractual Services	7,252	11,970	9,920	11,970	12,510	12,690	12,690	12,690	12,690
20	Maintenance	-	-	-	-	-	-	-	-	-
21	Other Charges	10,358	4,800	8,000	4,800	4,800	4,800	4,800	4,800	4,800
22										
23	Total Expenditures	97,275	116,612	116,552	124,797	192,250	218,128	226,420	235,081	244,119
24										
25	Other Financing Sources (Uses)									
26	Transfer from General Fund	-	-	-	-	-	-	-	-	-
27										
28	Total Other Uses of Funds	-	-	-	-	-	-	-	-	-
29										
30	Prior Year Fund Balance	26,387	26,872	31,775	58,683	79,117	58,925	45,342	23,445	20,384
31	Net Change	5,388	31,811	47,342	23,899	(20,192)	(13,583)	(21,897)	(3,061)	(12,111)
32	Ending Fund Balance	31,775	58,683	79,117	82,582	58,925	45,342	23,445	20,384	8,273

	A	B	C	D	E	F	G	H	I	J
1	CITY OF LA VISTA FY22 MID-BIENNIAL BUDGET									
2										
3	TIF CITY CENTRE PHASE 1A									
4										
5		FY20	FY21	FY21	FY22	FY22	FY23	FY24	FY25	FY26
6		Actual	Budget	YE Estimate	Adopted	Amended	Projected	Projected	Projected	Projected
7										
8	REVENUES									
9	TIF Revenue	95,628	305,081	305,081	514,534	514,534	514,534	514,534	514,534	514,534
10	Interest Income	-	-	-	-	-	-	-	-	-
11										
12	Total Revenue	95,628	305,081	305,081	514,534	514,534	514,534	514,534	514,534	514,534
13										
14	EXPENDITURES - Other									
15	Debt Service	65,222	349,366	349,366	509,389	509,389	509,389	509,389	509,389	509,389
16	Other Charges	956	3,051	3,051	5,145	5,145	5,145	5,145	5,145	5,145
17										
18	Total Expenditures	66,178	352,417	352,417	514,534	514,534	514,534	514,534	514,534	514,534
19										
20	Other Financing Sources (Uses)									
21	Transfer	-	-	-	-	-	-	-	-	-
22										
23	Total Other Uses of Funds	-	-	-	-	-	-	-	-	-
24										
25	Prior Year Fund Balance	17,886	47,336	47,336	0	0	0	0	0	0
26	Net Change	29,450	(47,336)	(47,336)	0	0	0	0	0	0
27	Ending Fund Balance	47,336	0	0	0	0	0	0	0	0
28										
29	Debt Service Coverage Ratio	1.47	0.87	0.87	1.01	1.01	1.01	1.01	1.01	1.01
30	Target DSCR				1.00	1.00	1.00	1.00	1.00	1.00
31	Over (Under) Target				0.01	0.01	0.01	0.01	0.01	0.01

	A	B	C	D	E	F	G	H	I	J
1	CITY OF LA VISTA FY22 MID-BIENNIAL BUDGET									
2										
3	TIF CITY CENTRE PHASE 1B									
4										
5		FY20	FY21	FY21	FY22	FY22	FY23	FY24	FY25	FY26
6		Actual	Budget	YE Estimate	Adopted	Amended	Projected	Projected	Projected	Projected
7										
8	REVENUES									
9	TIF Revenue	30,870	418,803	418,803	806,735	806,735	806,735	806,735	806,735	806,735
10	Interest Income	-	-	-	-	-	-	-	-	-
11										
12	Total Revenue	30,870	418,803	418,803	806,735	806,735	806,735	806,735	806,735	806,735
13										
14	EXPENDITURES - Other									
15	Debt Service	15,281	429,895	429,895	798,668	798,668	798,668	798,668	798,668	798,668
16	Other Charges	309	4,188	4,188	8,067	8,067	8,067	8,067	8,067	8,067
17										
18	Total Expenditures	15,590	434,083	434,083	806,735	806,735	806,735	806,735	806,735	806,735
19										
20	Other Financing Sources (Uses)									
21	Transfer	-	-	-	-	-	-	-	-	-
22										
23	Total Other Uses of Funds	-	-	-	-	-	-	-	-	-
24										
25	Prior Year Fund Balance	-	15,280	15,280	-	-	-	-	-	-
26	Net Change	15,280	(15,280)	(15,280)	-	-	-	-	-	-
27	Ending Fund Balance	15,280	0	0	0	0	0	0	0	0
28										
29	Debt Service Coverage Ratio	2.02	0.97	0.97	1.01	1.01	1.01	1.01	1.01	1.01
30	Target DSCR				1.00	1.00	1.00	1.00	1.00	1.00
31	Over (Under) Target				0.01	0.01	0.01	0.01	0.01	0.01

	A	B	C	D	E	F	G	H	I	J
1	CITY OF LA VISTA FY22 MID-BIENNIAL BUDGET									
2										
3	QUALIFIED SINKING FUND									
4										
5		FY20	FY21	FY21	FY22	FY22	FY23	FY24	FY25	FY26
6		Actual	Budget	YE Estimate	Adopted	Amended	Projected	Projected	Projected	Projected
7										
8	REVENUES									
9	Interest Income	756	3,757	700	4,632	1,848	1,767	2,473	3,269	4,068
10										
11	Total Revenue	756	3,757	700	4,632	1,848	1,767	2,473	3,269	4,068
12										
19	Other Financing Sources (Uses)									
20	Transfers In									
21	Transer from General Fund	200,000	-	-	75,000	75,000	150,000	150,000	175,000	175,000
22	Transfer from Lottery Fund	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000
23	Total Transfers In	250,000	50,000	50,000	125,000	125,000	200,000	200,000	225,000	225,000
24										
25	Transfer Out									
26	Transfer to General Fund	-	-	-	-	-	(225,000)	-	-	-
27	Transfer to Lottery Fund	-	-	-	-	-	-	-	-	-
28										
29	Total Other Uses of Funds	250,000	50,000	50,000	125,000	125,000	(25,000)	200,000	225,000	225,000
30										
31	Prior Year Fund Balance	100,716	351,241	351,472	404,998	402,172	529,020	505,787	708,260	936,529
32	Net Change	250,756	53,757	50,700	129,632	126,848	(23,233)	202,473	228,269	229,068
33	Ending Fund Balance	351,472	404,998	402,172	534,630	529,020	505,787	708,260	936,529	1,165,597
34										
35	Earmark Balances									
36	General Fund - Capital Items	250,000	250,000	250,000	325,000	325,000	250,000	400,000	575,000	750,000
37	Lottery Fund - Holiday Lights	100,000	150,000	150,000	200,000	200,000	250,000	300,000	350,000	400,000
38	Other Revenue - Accumulated Interest	1,472	4,998	2,172	9,630	4,020	5,787	8,260	11,529	15,597
39	Total	351,472	404,998	402,172	534,630	529,020	505,787	708,260	936,529	1,165,597
40	Difference	-	-	-	-	-	-	-	-	-

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
SEPTEMBER 7, 2021 AGENDA**

Subject:	Type:	Submitted By:
AMEND MASTER FEE ORDINANCE	RESOLUTION ◆ ORDINANCE RECEIVE/FILE	PAM BUETHE CITY CLERK

SYNOPSIS

An ordinance has been prepared to amend the Master Fee Ordinance.

FISCAL IMPACT

Various fees have been added or changed.

RECOMMENDATION

Approval.

BACKGROUND

An ordinance has been prepared to amend the Master Fee Ordinance to add/change the following fees:

1. Sewer Fees - The City Council approved the Sewer Rate Study completed by Burns & McDonnell at the May 21, 2019 City Council meeting. The study recommends a customer charge increase of 2% and a flow charge increase of 6%, an overall 5% increase annually over the next five years, FY20 through FY24.

The City's Sewer Fund is an enterprise fund and as such all expenses associated with operating and maintaining the City's sewer system are supported by user fees – no property tax or sales tax dollars are used to support the sewer system. The rates are expected to provide adequate funding of the operation and maintenance of the City's sewer system, pay for treatment of sewage, system rehabilitation and achieve an acceptable level of reserves.

The rates recommended in the Master Fee Schedule are effective October 1, 2021 through September 30, 2022 for FY22 and are an overall 5% increase over current rates to achieve cost recovery and an adequate reserve. Rates will be evaluated annually through the rate study model and changes requested in the Master Fee Schedule.

ORDINANCE NO. _____

AN ORDINANCE TO AMEND ORDINANCE NO.1397408, 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	\$1,500 (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	\$100 + Request for records fees
Engineer’s Review	\$500
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

Re-inspection Fee	\$100.00
Vacant Property Registration Fee	\$250 Original Registration Fee \$500 First Renewal \$1,000 Second Renewal \$2,000 Third Renewal \$2,500 Fourth Renewal \$2,500 Fifth and Subsequent Renewals
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
<u>Child Care Facilities:</u>	
0 – 8 Children	\$50.00
9 – 12 Children	\$55.00
13 or more children	\$60.00
<u>Foster Care Homes:</u>	
Inspection	\$25.00
<u>Liquor Establishments:</u>	
Non-consumption establishments	\$60.00
Consumption establishments	\$85.00
<u>Nursing Homes:</u>	
50 beds or less	\$55.00
51to 100 beds	\$110.00
101 or more beds	\$160.00
<u>Fire Alarm Inspection:</u>	
Four year license (Test)	\$100.00
NICET	\$25.00 per year NICET certification last
Annual test (witnessed)	\$30.00
<u>Sprinkler Contractor Certificate:</u>	
Annual	\$100.00
<u>Fuels Division:</u>	
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 1100gallons 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

TAX INCREMENT FINANCING (TIF) APPLICATION FEES

Application Fee	\$3,000
Administrative Fee	
	1.5% on TIF Principal up to \$2,000,000
	1% on TIF Principal amount above \$2,000,000 thru \$4,000,000
	No additional administrative fee for TIF Principal above \$4,000,000

Bond Related Fee	Actual Fees, Costs & Expenses Incurred by the City
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PACE PROGRAM

Application Fee	\$1,000
Administrative Fee	1% of loan amount maximum \$40,000 subject to 50% reduction if a TIF project
Annual Fee	\$500

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 –apply to all new development or significant redevelopment as specified in Exhibit “G” to the interlocal agreement for the Papillion Creek Watershed Partnership: (fees are remitted to Papillion Creek Watershed Partnership)

OCCUPATION TAXES

Publication fees	\$Actual cost
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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 fees for Restaurants or Drinking Places 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 (Additional fees for Restaurants or Drinking Places if applicable)
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, restaurants, and/or drinking places which are part of, associated with, or located in or with a hotel or motel facility will be considered a separate classification of business and taxed in accordance with the provisions of this Ordinance and the applicable classifications(s) of the shops, restaurants, and/or drinking places 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, which occupation taxes shall be additional to any other applicable occupation taxes such as restaurants or drinking places occupation taxes.

Mobile Food Vendors	\$100/year
Movie theatres	\$150/complex and \$75/viewing room (Additional fees for Restaurants or Drinking Places if applicable)
Music, Vending, & Pinball Machines Provider Fee of &75.00 for business outside the City that provides machines for local businesses	\$ 20/year/machine +Service
Nurseries, greenhouses, landscaping businesses, and tree trimmers	\$ 75
Nursing homes, assisted living, hospitals and retirement homes	\$ 5 per bed
Pawnbrokers transaction evidenced by a pawnbroker card or ledger entry per Neb. Rev. Stat. Section 69-204. Minimum of \$30/year	\$ 1.00/pawnbroker
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, Drinking Places, and drive-in eating establishments	\$ 50 (5 employees or less) \$100 (more than 5 employees) Effective 10/1/19 – Fee of 1.5% of gross receipts pursuant to Municipal Code Section 113.10

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 5% of gross receipts
(includes land lines, wireless, cellular, and mobile)

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

CONVENIENCE FEES

Restaurant & Drinking Places Occupation Tax,
Hotel Occupation Tax, and General Business
Occupation Tax Payments through online portal
Credit Cards, Debit Cards, & Digital Wallet 2.5% of transaction + \$0.30

E-Checks \$1.50 for transactions ≤
\$60,000

All Other Payments

Credit Cards 3% of transaction with \$2
minimum transaction
E-Checks \$3 for transactions ≤ \$10,000
\$10 for transactions >
\$10,000

OTHER FEES

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

Public Assembly Permit (requires application and approval)	\$ 00
Returned Check Fee (NSF)	\$ 35
Storage of Explosive Materials Permit	\$ 100
Towing/Impound Fee	\$ 30
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
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
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
Criminal history	\$10

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
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High Lift Jack	\$20
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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		\$2.00 up to 5 pages	
Fines			
	Books	\$.05/day	
	Audio Books/Board Games/CDs	\$.10/day	
	DVDs/	\$ 1.00/day	
	Playaway device	\$ 1.00/day	
Board Game not returned to Circulation Desk		\$5.00	
Damaged & Lost items Books		\$5.00 processing fee + actual cost	

Videos /DVDs/CDs	\$5.00 processing fee + actual cost
Color Copies	\$.50
Copies	\$.10
<u>PLA Filament</u>	<u>\$.10/gram</u>
Inter-Library Loan	\$3.00/transaction
Lamination – 18” Machine	\$2.00 per foot
Lamination – 40” Machine	\$6.00 per foot
Children’s Mini-Camp	-\$15.00
Seasonal/Special Workshops	\$15.00

RECREATION FEES

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

	<u>Resident</u>	<u>Non-Resident</u>	<u>Business Groups</u>
Facility Rental			
Gym (1/2 Gym)	\$ 38/Hour	\$ 75/Hour	\$ 75/Hour
Gym (Full)	\$ 75/Hour	\$150/Hour	\$150/Hour
Gym/Stage (Rental)	\$400/Day	\$500/Day	\$500/Day
Whole Community Center	\$600/Day	\$800/Day	\$800/Day
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
Stage (Rental)	\$ 12/Hour	\$ 22/Hour	\$ 27/Hour

	<u>Resident</u>	<u>Non-Resident</u>
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/Wallyball Courts)		
(Mon - Fri 8:00 -5:00 pm)	\$3.00	\$ 4.00/Visit
Gym (19 and up)		
(Mon - Fri 8:00 -5:00 pm)	\$3.00	\$ 4.00/Visit
Resident Punch Card	\$50.00	
(20 punches)		
Non-resident Punch Card		\$35.00
(10 punches)		
Senior (Resident)	\$-0-	
Non-resident Sr. 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>
Model Airplane Flying		
Field Pass	\$30*	\$40*
* includes \$10 club membership 1 – year license		
Park Shelters	\$15/3 hours	\$25/3 hours
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
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 - ~~-\$12.4772~~ 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 - ~~\$13.3764~~ per month.
 - 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 - ~~\$13.3764~~ per month. For sewer service users in this category that require manual billing, add \$10.00 for a total of ~~\$23.3764~~. 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 ~~\$34.9316~~ 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.

	Effective1/1/2020	Effective 1/1/2021
Residential		
Single Family Dwelling	\$1,364	\$1,364 <u>32</u>
Duplex	\$1,364/unit	\$1,364 <u>32</u> /unit

Multiple Family	\$ 1,064/unit	
\$1, 064 <u>1,117</u> /unit		
Commercial/Industrial	\$7,407/acre of land as platted	\$7, 407 <u>777</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:

Private Sewage Disposal System Const. Permit	\$	1,500
Appeal Fee Re: Issuance or Denial of Sewer Permits	\$	1,500

Section 6. Repeal of Ordinance No.~~1397~~1408. Ordinance No. ~~1397~~1408 as originally approved on September ~~15~~15, 202~~0~~9 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, unless a different effective date is otherwise expressly provided in this Ordinance.

PASSED AND APPROVED THIS ~~19~~⁷TH DAY OF ~~JANUARY~~SEPTEMBER 2021.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
SEPTEMBER 7, 2021 AGENDA**

Subject:	Type:	Submitted By:
FISCAL YEAR 22 RESTRICTED FUNDS BASE	◆ RESOLUTION ORDINANCE RECEIVE/FILE	CINDY MISEREZ FINANCE DIRECTOR

SYNOPSIS

A public hearing has been scheduled to consider a resolution to increase the FY22 budget restricted funds base by an additional one percent as allowed by the provisions of State Statute Section 13-519(2) upon the affirmative vote of at least seventy-five percent of the governing body.

FISCAL IMPACT

Approval of the additional one (1.0%) percent increase in the restricted funds base equates to \$136,090. Although it may never be utilized or needed as taxing authority, the annual increase of the one percent builds the authority for unforeseen events in the future. This request is made to ensure the maximum flexibility in the future should the need arise to use the authority.

RECOMMENDATION

Approval.

BACKGROUND

In 1998, in accordance with State Statute Section 13-519, a restricted funds base was established for the City of La Vista acting as a limit to taxing authority. A 2.5% growth factor is added to the base each year and allowable growth per the assessor exceeding 2.5% annually is added to the base in the first year of each biennial budget for the current and prior budget years.

For municipalities, restricted funds in the budget are property taxes, payments in lieu of property tax, motor vehicle tax, and all types of state aid including highway allocations, motor vehicle fees and municipal equalization aid. The budgeted restricted funds less lid exceptions for interlocal agreements, debt service payments and capital construction must be less than the restricted funds base for that budget year. Budgeted restricted funds must be reduced through a tax rate decrease if the restricted funds base is exceeded.

For the City of La Vista, with the 2.5% growth and the additional one percent, the restricted fund base would be \$14,085,278. The FY22 budgeted restricted funds is \$22,616,971. After lid exceptions of \$13,459,149 for capital improvements, debt service and interlocal agreements, the total budgeted restricted funds for lid computation are \$9,157,822. Comparing this amount to the restricted funds base, the unused restricted funds for the FY22 budget are \$4,927,456. The base balance of \$14,085,278 carries over to the subsequent fiscal year and growth factors are once again applied.

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 FISCAL YEAR 2022 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 Fiscal Year 2022 municipal budget on September 7, 2021; 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 Fiscal Year 2022 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 Fiscal Year 2022 municipal budget by an additional one percent.

PASSED AND APPROVED THIS 7TH DAY OF SEPTEMBER 2021.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
SEPTEMBER 7, 2021 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 FY22.

FISCAL IMPACT

The proposed tax levy would be \$0.54 cents per \$100 of assessed property valuation. Specifically:

General Fund — \$0.49 per \$100 of assessed property valuation
Bond Fund — \$0.05 per \$100 of assessed property valuation

RECOMMENDATION

Approval.

BACKGROUND

A public hearing on the proposed budget was held August 3, 2021. At the City Council meeting on August 17, 2021, Council directed staff to prepare the notice of budget statement based upon a municipal levy of \$0.54 cents per \$100 of valuation. The General Fund levy of \$0.49 cents represents a 2% decrease over the prior year General Fund levy of \$0.50 cents.

In FY22, the owner of a home with a County assessed value of \$165,000 will pay \$891 in property taxes or \$74.25 per month at a \$16.50 decrease over the prior fiscal year.

The County Assessor has notified the City that the tax year 2021 taxable value in La Vista is \$1,998,058,005 with new growth of \$164,020,365 and annexation of \$34,715,846.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA
ESTABLISHING THE PROPERTY TAX REQUEST FOR THE FISCAL YEAR 2021-2022.

WHEREAS, Nebraska Revised Statute 77-1601.02 provides that the Governing Body of the City of La Vista passes by a majority vote a resolution setting the tax request; and

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

NOW THEREFORE, the Governing Body of the City of La Vista, resolves that:

1. The 2021 – 2022 property tax request be set at \$10,789,513.00.
2. The total assessed value of property differs from last year's total assessed value by 14%.
3. The tax rate which would levy the same amount of property taxes as last year, when multiplied by the new total assessed value of property, would be \$.483124 per \$100 of assessed value.
4. The City of La Vista proposes to adopt a property tax request that will cause its tax rate to be \$.54 per \$100 of assessed value; and
5. Based on the proposed property tax request and changes in other revenue, the total operating budget of the City of La Vista will increase last year's budget by 64%.
6. A copy of this resolution be certified and forwarded to the Sarpy County Clerk on or before October 13, 2021.

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 - \$9,790,484.00 (\$0.49 mill levy)

Bond Fund - \$999,029.00 (\$0.05 mill levy)

A copy of this resolution and other required documents be certified and forwarded to the County Clerk and filed with the Auditor of Public Accounts in accordance with applicable law.

NOW, THEREFORE BE IT FURTHER RESOLVED that the City Clerk is hereby directed to record below the record vote of the Governing Body in passing this Resolution, which record vote shall be incorporated into this Resolution by reference.

PASSED AND APPROVED THIS 7TH DAY OF SEPTEMBER 2021.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
SEPTEMBER 7, 2021 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

An ordinance has been prepared to amend the compensation ordinance to reflect the following items established as part of the FY22 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 effective January 1, 2021.
- A 3.25 percent increase for members of the Fraternal Order of Police in conjunction with their contract.
- A 1.5 percent increase in the wage matrix to maintain wage competitiveness with the market.

A resolution has been prepared to authorize monthly auto and cellular phone allowances for FY22.

FISCAL IMPACT

The FY22 municipal budget includes funding for the proposed amendments.

RECOMMENDATION

Approval and waiver of three readings.

BACKGROUND

The proposed budget for FY22 reflects pay adjustments for the fourth 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 3.25% for FY22. For all other City employees, the range for salary increases will be 0-7% in accordance with the adopted pay matrix effective January 1, 2021.

The proposed budget for FY22 also includes allowance for auto and cellular phone. Staff proposed no changes to the auto and cellular phone allowances.

ORDINANCE NO. _____

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, set forth in Section 20 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
Asst. City Administrator/Dir. Community Services	28
City Clerk	22
City Engineer	24
Community Development Director	25
Director of Administrative Services	28
Director of Public Works	28
Finance Director	24
Human Resources Director	23
Library Director	22
Police Chief/Director of Public Safety	28
Recreation Director	22

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 set forth in Section 20 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
Accountant	19
Asst. to City Administrator	18
Asst. Planner	17
Asst. Recreation Director	19
Building Superintendent	20
Chief Building Official	20
Community Relations Coordinator	20
Deputy City Clerk	16
Deputy Director Public Works	24
Deputy Community Development Director	21
Financial Analyst	18
Information Technology Manager	20
Librarian II – Inter-Library Loan/Public Services	16
Librarian III	18
Operations Manager	18
Park Superintendent	20
Police Captain	23
Police Records Manager/Office Manager	14
Police Training Director	21
Police Training Instructor	16
Senior Services Manager	18

Street Superintendent	20
Youth and Adult Sports Manager	17

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 set forth in Section 20 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
Administrative Assistant I	5
Administrative Assistant II	8
Administrative Assistant III	10
Building Inspector II	16
Building Maintenance Worker I	9
Building Maintenance Worker II	11
Building Technician	14
Code Enforcement Officer	12
Engineer Assistant	18
Executive Assistant	13
Human Resources Generalist	15
Librarian I	15
Librarian II – Computer/Reference Services	16
Communication Specialist	15
Maintenance Worker I	9
Maintenance Worker II	11
Mechanic	11
Park Foreman	14
Permit Technician	8
Position (non-exempt, continued)	Pay Grade
Police Sergeant	426
Police Officer	423
Police Data Entry Clerk	6
Sewer Foreman	14
Shop Foreman	14
Signal Technician	14
Street Foreman	14

Section 7. Part-Time, Seasonal 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 set forth in Section 20 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	C
Circulation Clerk I	A
Circulation Clerk II	D
Clerical Assistant/Receptionist	D
Custodian	C
Evidence Technician	F
Intern/Special Projects	D
Lifeguard	A
Pool Manager	E
Recreation Attendant	A
Seasonal PW All Divisions 1-5 Years	A
Seasonal PW All Divisions 5+ Years	C
Shop Assistant	A
Special Services Bus Driver	C
Temporary/PT Professional (PW)	H

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 Section 20 of this Ordinance. For Fiscal year 2022 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. 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 12. 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 13. 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, 2018 through September 30, 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 over time 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 14. 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 15. 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 16. 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 17. 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 18. 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 19. 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 20. Wage Tables.

Full Time Wages

Grade		Minimum	Maximum
32	Hourly	\$71.68	\$100.38
	Annual	\$149,094	\$208,790
31	Hourly	\$66.94	\$93.75
	Annual	\$139,235	\$195,000
30	Hourly	\$62.54	\$87.59
	Annual	\$130,083	\$182,187
29	Hourly	\$58.49	\$81.93
	Annual	\$121,659	\$170,414
28	Hourly	\$54.72	\$76.63
	Annual	\$113,818	\$159,390
27	Hourly	\$51.26	\$71.79
	Annual	\$106,621	\$149,323
26	Hourly	\$48.03	\$67.27
	Annual	\$99,902	\$139,922
25	Hourly	\$45.03	\$63.06
	Annual	\$93,662	\$131,165
24	Hourly	\$42.28	\$59.22
	Annual	\$87,942	\$123,178
23	Hourly	\$39.70	\$55.60
	Annual	\$82,576	\$115,648
22	Hourly	\$37.33	\$52.28
	Annual	\$77,646	\$108,742
21	Hourly	\$35.15	\$49.23
	Annual	\$73,112	\$102,398
20	Hourly	\$33.12	\$46.40
	Annual	\$68,890	\$96,512
19	Hourly	\$31.23	\$43.75
	Annual	\$64,958	\$91,000
18	Hourly	\$29.51	\$41.32
	Annual	\$61,381	\$85,946
17	Hourly	\$27.88	\$39.05
	Annual	\$57,990	\$81,224

Grade		Minimum	Maximum
16	Hourly	\$26.39	\$36.96
	Annual	\$54,891	\$76,877
15	Hourly	\$25.00	\$35.02
	Annual	\$52,000	\$72,842
14	Hourly	\$23.72	\$33.23
	Annual	\$49,338	\$69,118
13	Hourly	\$22.55	\$31.59
	Annual	\$46,904	\$65,707
12	Hourly	\$21.44	\$30.02
	Annual	\$44,595	\$62,442
11	Hourly	\$20.42	\$28.60
	Annual	\$42,474	\$59,488
10	Hourly	\$19.49	\$27.30
	Annual	\$40,539	\$56,784
9	Hourly	\$18.62	\$26.07
	Annual	\$38,730	\$54,226
8	Hourly	\$17.81	\$24.95
	Annual	\$37,045	\$51,896
7	Hourly	\$17.07	\$23.90
	Annual	\$35,506	\$49,712
6	Hourly	\$16.37	\$22.94
	Annual	\$34,050	\$47,715
5	Hourly	\$15.74	\$22.05
	Annual	\$32,739	\$45,864
4	Hourly	\$15.12	\$21.18
	Annual	\$31,450	\$44,054
3	Hourly	\$14.60	\$20.44
	Annual	\$30,368	\$42,515
2	Hourly	\$14.09	\$19.73
	Annual	\$29,307	\$41,038

Part-Time, Seasonal and Temporary
Employees Wages

Grade		Minimum	Maximum
A	Hourly	\$11.20	\$15.65
	Annual	\$23,296	\$32,552
B	Hourly	\$12.84	\$17.98
	Annual	\$26,707	\$37,398
C	Hourly	\$13.90	\$19.39
	Annual	\$28,912	\$40,331
D	Hourly	\$13.97	\$19.53
	Annual	\$29,058	\$40,622

E	Hourly	\$15.94	\$22.33
	Annual	\$33,155	\$46,446
F	Hourly	\$16.67	\$22.33
	Annual	\$34,674	\$46,446
G	Hourly	\$18.33	\$25.68
	Annual	\$38,126	\$53,414
H	Hourly	\$23.67	\$33.09
	Annual	\$49,234	\$68,827

Fraternal Order of Police

Table 400 FOP Collective Bargaining Hourly Non-Exempt						
Rate	A	B	C	D	E	F
426 Pay Grade						
Hourly				\$42.61	\$44.38	\$47.20
Monthly				\$7,386	\$7,693	\$8,181
Annually				\$88,629	\$92,310	\$98,176
423 Pay Grade						
Hourly	\$27.93	\$29.82	\$32.78	\$34.69	\$37.86	\$39.38
Monthly	\$4,841	\$5,169	\$5,682	\$6,013	\$6,562	\$6,826
Annually	\$58,094	\$62,026	\$68,182	\$72,155	\$78,749	\$81,910

Section 21. Repeal of Ordinance No. 1418 Ordinance No. 1418 originally passed and approved on the 6th day of APRIL 2021 is hereby repealed.

Section 22. Effective Date. This Ordinance shall take effect after, approval and publication as provided by law.

Section 23. This Ordinance shall be published in pamphlet form and take effect as provided by law.

PASSED AND APPROVED THIS 7TH DAY OF SEPTEMBER 2021.

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 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 FY21 and FY22 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 7TH DAY OF SEPTEMBER 2021.

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

Pamela A. Buethe, CMC
City Clerk

Definition to Phone Allowance Tiers

Tier 1 – Business justification for the use of a cell phone either at work or for after work hours.

Tier 2 – Business justification for the use of a cell phone for work and after work hours for public safety needs, coordinating city activities, and/or supervision of city operations.

Tier 3 – Business justification for the use of a cell phone for work and after work hours that require the availability at a moment's notice, lack of regular access to city land-line during business hours, and/or regular city business is conducted on the cell phone.

Cell Phone Tiers		
Tier		Amount
1		\$30
2		\$60
3		\$90

Car Allowance Tiers		
Tier	Mileage	Amount
1	<50	\$30
2	50 - 149	\$50
3	150 - 249	\$100
4	250>	\$150
5	Contract	\$300

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
SEPTEMBER 7, 2021 AGENDA**

Subject:	Type:	Submitted By:
AMEND THE TRAFFIC CODE; §72.19 PARKING OF TRUCKS, TRAILERS & LARGE VEHICLES IN RESIDENTIAL DISTRICTS; §70.040 WEIGHT AND SIZE LIMITS; PERMITS	RESOLUTION ◆ ORDINANCE RECEIVE/FILE	BOB LAUSTEN POLICE CHIEF

SYNOPSIS

An ordinance has been prepared to amend Sections 70 and 72 of the Traffic Code to provide specific provisions for the parking of large vehicles in residential areas.

FISCAL IMPACT

N/A.

RECOMMENDATION

Approval.

BACKGROUND

The recommended change to section §72.19 has been drafted to address the issue of vehicles with attached trailers more than 22.5 feet in length that park in residential districts. The ordinance would specifically prohibit trailers attached to vehicles, which in combination exceed a length of 22.5 feet, from parking on public streets in residential districts.

This change is in line with the cities of Papillion and Omaha. La Vista's current ordinance uses the word "commercial vehicle", the definition of which excludes personally owned large vehicles. The length of 22.5 is recommended due to the current size of pickup trucks (such as a Ford F-450 or a Chevy 3500) whose body style exceeds 20 feet.

Attached are examples of what would now be prohibited.









ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LA VISTA, SARPY COUNTY, NEBRASKA, RELATING TO PARKING OF VEHICLES AND TRAILERS, IN OR ADJACENT TO RESIDENTIAL ZONING DISTRICTS; TO AMEND SECTIONS 70.040 AND 72.19 OF THE LA VISTA MUNICIPAL CODE; TO REPEAL CONFLICTING ORDINANCES PREVIOUSLY ENACTED; TO PROVIDE FOR SEVERABILITY; AND TO PROVIDE FOR THE EFFECTIVE DATE HEREOF.

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

SECTION 1. Section 72.19 of the La Vista Municipal Code is amended to read as follows:

§72.19 PARKING OF TRUCKS, ~~COMMERCIAL VEHICLES~~, AND TRAILERS, AND LARGE VEHICLES IN RESIDENTIAL DISTRICTS.

(a) ~~No person shall park any truck~~ emi-tractor, semitrailer, delivery truck, delivery van, or other vehicle, which individually or in combination with a trailer exceeds a length of ~~20~~ 22.5 feet or a height of ten feet, or which individually or in combination with a trailer has a total weight or is licensed for a total weight, including load and cargo therein, in excess of six tons, on any residential zoned lot or on any street or other public property within a residential zoning district or adjacent to residential zoned property, provided, however, that parking of any such vehicle for the following purposes shall not be a violation of this section:

(A) A vehicle and any attached trailer being used only for the purpose of delivery or pickup of goods or materials at a point of delivery or pickup within a residential zoning district may be parked in such a district on or adjacent to a residential zoned lot during loading and unloading of the vehicle at or upon such lot;

(B) A vehicle and any attached trailer being used in connection with repair, service, or moving operations may be parked in such a district on or adjacent to a residential zoned lot while the repair, service, or moving operations are actually in progress at or upon such lot;

(C) A vehicle for which, prior to July 1, 1993, a valid special permit for recurring parking had been issued pursuant to § 70.040 or its predecessor may continue to park such vehicle, or an authorized replacement vehicle, for the remaining period of such permit, or any renewal thereof, in accordance with the terms and conditions of such permit and § 70.040; or

(D) ~~A commercial vehicle (other than a semi truck-tractor)~~ and any attached trailer, may be parked in a private drive of a residential zoned lot without restriction of length or height if the vehicle and any attached trailer is owned by a resident or the employer of a resident of the lot, is not so long as to violate § 72.17 and is not parked in violation of § 72.17 or of any other applicable law or section of this code, and if the total weight of the vehicle and any attached trailer, including any load and cargo therein, does not exceed six tons in weight and is not licensed for a weight in excess of six tons.

(b). The following definitions shall govern terms as used in this section:

SEMITRAILER

Any vehicle, with or without motive power, designed to carry persons or property and to be drawn by a motor vehicle and so constructed that some part of its weight rests upon or is carried by another vehicle.

TRAILER

Any vehicle, with or without motive power, designed for carrying persons or property and for being drawn by a motor vehicle and so constructed that no part of its weight rests upon the towing vehicle.

TRUCK-TRACTOR

Any motor vehicle designed and primarily used for drawing other vehicles and not so constructed as to carry a load other than a part of the weight of the vehicle and load so drawn.

VEHICLE

Every device in, upon, or by which any person or property is or may be transported or drawn upon a highway, except devices moved solely by human power or used exclusively upon stationary rails or tracks.

('79 Code, § 5-701) (Am. Ord. 435, passed 6-16-87; Am. Ord. 570, passed 7-20-93; Am. Ord. 1156, passed 9-6-11; Penalty, see § 70.999 Statutory reference: Parking regulations authorized, see Neb. RS 60-680

SECTION 2. Section 70.040 of the La Vista Municipal Code is amended to read as follows:

§ 70.040 WEIGHT AND SIZE LIMITS; PERMITS.

(A) Definitions. For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

COMMERCIAL STREET. The following streets within the city: 66th Street, 72nd Street, 84th Street, 96th Street, 108th Street, Harrison Street, Giles Road and ~~Cornhusker~~ Portal Road and all streets located within any type of commercial or industrial zoning district in the city.

EXEMPT VEHICLE. A vehicle exempted from the provisions of this section by division (B) of this section.

PARKED ON A RECURRING BASIS or RECURRING PARKING. Parking at the same premises more than four times in the same calendar year.

RESIDENTIAL STREET. Any street within the city that is not a commercial street.

TOTAL VEHICLE WEIGHT. The weight of the vehicle, including any load or cargo thereon.

(B) General weight and size limitations for vehicles. No vehicle of a total vehicle weight in excess of six tons, that is longer than ~~20~~ 22.5 feet or is in excess of ten feet in height shall be operated on any of the streets of the city without a permit to do so as hereinafter provided in this section; provided the provisions of this section shall not apply to the following:

- (1) Vehicles while being operated on a commercial street of the city.
- (2) Public service vehicles, including fire, rescue and other emergency vehicles, public transportation vehicles and city repair vehicles.
- (3) Any vehicle carrying a load destined for a point of delivery within the city limits, vehicles parked while unloading at such point of delivery within the city and vehicles making return trips after having immediately made or attempted such a delivery at a point within the city.
- (4) Motor homes and other personal use vehicles used solely for noncommercial purposes while being driven to or from the home premises of the owner or lessee of the vehicle for purposes of storage on such premises.

(C) Special permits for residential areas.

(1) Vehicles with a total vehicle weight in excess of six tons but not more than ten tons, in excess of ~~20~~ 22.5 feet in length or in excess of ten feet in height and not falling within one of the exceptions of division (B) of this section may be allowed to travel on residential streets of La Vista for a limited purpose and duration; provided that the operator or owner thereof must upon written application first obtain from the Chief of Police of the city a permit to operate said vehicle for said limited purpose and duration on a specified street or streets of La Vista. The Chief of Police is authorized to issue a special permit on either a recurring or nonrecurring basis for the purposes and in the manner hereinafter provided.

(2) The Chief shall approve the route over city residential streets that any nonexempt vehicle shall use, which route shall generally be the most direct route between the nearest commercial street and the permitted address within a

residential area. The operation of any nonexempt vehicle which exceeds weight or size limitations herein prescribed on any residential street not approved by the Chief of Police shall be a violation hereof.

(D) Special permit for recurring parking (essential vehicle). If the vehicle is proposed to be parked in a residential zoning district on a recurring basis, a permit may be issued, subject to division (J) of this section, if all of the following conditions are met:

(1) The premises upon which the vehicle is to be parked must be the principal residence of the owner or lessee of the vehicle and the vehicle must be used in the principal trade or business of a person residing at the premises.

(2) The annual fee for vehicles weighing more than six tons but not more than ten tons shall be \$200 per year. Said fee shall be payable at the time of issuance of the permit and on each renewal thereof. No recurring parking permit shall be issued for any vehicle that while being driven on a residential street of the city will have a total vehicle weight exceeding ten tons.

(3) A vehicle for which a special permit for recurring parking is issued and which is licensed for a gross weight of ten tons or more shall have an empty vehicle weight of less than ten tons and shall be without any load or cargo while being operated on a residential street or parked in a residential area of the city.

(4) The Chief shall require that the owner file with the Police Department approval in writing from a minimum of 75% of neighboring landowners that they have no objections to the regular and recurring parking of said vehicle at the permitted address. As used herein, the term "neighboring landowners" shall mean owners of property within 200 feet of the residential property on which the vehicle is to be parked. The operator or owner of said vehicle shall be responsible for obtaining and filing the necessary written approvals from neighboring landowners.

(5) The permit to be issued and exercise of any rights thereunder shall not conflict with the provisions of or be prohibited by any statute, ordinance or zoning regulation applicable to the premises or any restrictive or protective covenants or other property restrictions of record applicable to the premises.

(6) The permit shall be issued for a period of 12 months and any renewal thereof shall be for a like period.

(7) Any permit for recurring parking that is issued but which does not meet all of the foregoing conditions shall be revoked.

(E) Special permit for nonrecurring parking. Parking of a vehicle described in division (B) above not more often than four times per calendar year for a period of time not exceeding eight hours each shall not be considered to be parking on a recurring basis, and the Police Chief may issue up to four single trip permits per year per vehicle for specified dates, not to exceed 72 hours each, within each calendar year without imposing the annual fee prescribed in the preceding subsection.

(F) Display of permit. All permits shall be conspicuously displayed on the vehicle during such time as it shall be in the city in the manner and in the location on the vehicle as may be designated by the Chief of Police.

(G) Replacement vehicle. The holder of a permit for recurring parking may substitute a vehicle purchased in replacement of the originally permitted vehicle, provided such replacement vehicle does not exceed the weight or size of the originally permitted vehicle and within ten days after purchase of the replacement vehicle, the permit holder presents proof of replacement purchase to the Chief of Police who shall thereupon cause notation of replacement to be made upon the permit.

(H) Limited to one vehicle. No more than one vehicle may be covered by a permit. No more than one permit may be issued for the same premises.

(I) Parking on streets. The provisions of this section shall not be construed to authorize the parking of any vehicle on public streets in violation of § 72.19.

- (J) No permits for recurring parking to be issued after June 30, 1993. NOTE: NO NEW SPECIAL PERMITS MAY BE ISSUED AFTER JUNE 30, 1993. THE PROVISIONS OF THIS SECTION REGARDING SPECIAL PERMITS ONLY SHALL APPLY TO THE RENEWAL OF ANY SPECIAL PERMIT (IN THE DISCRETION OF THE POLICE CHIEF) THAT WAS ORIGINALLY ISSUED ON OR BEFORE JUNE 30, 1993. The period of eligibility for special permits for recurring parking shall expire on June 30, 1993, and no new permit for such purposes shall be issued thereafter. Nothing in this subsection shall be construed as prohibiting or limiting the Chief of Police's authority to renew permits issued on or before June 30, 1993, consistent with ordinances of the city in effect at time of renewal.
- (K) Prior permits revoked. All permits issued under this section prior to the effective date of this chapter are hereby revoked.
- (L) No property right created. No permit issued pursuant hereto shall create or vest any right to renewal thereof or to a continuation of the permitted activity beyond the term of the permit.
- (M) Penalty. Any person who after June 30, 1993 operates a vehicle on a residential street in the city in violation of the provisions of this section shall be guilty of a misdemeanor and shall be subject to fine and imprisonment as provided in § 70.999. (N) Suspension/revocation of permit. A person holding a recurring special parking permit who violates the provisions of such permit or of this section shall be subject to suspension of his/her permit for a period not to exceed 30 days for the second violation occurring any time after the effective date hereof and shall be subject to revocation for a third violation occurring any time after the effective date hereof. ('79 Code, § 5-506) (Ord. 112, passed - -; Am. Ord. 434, passed 4-7-87; Am. Ord. 559, passed 4-6-93; Am. Ord. 573, passed 9-7-93 Penalty, see § 70.999

SECTION 3. Repeal of Conflicting Ordinances. All ordinances and parts of ordinances as previously enacted that are in conflict with this Ordinance or any parts hereof are hereby repealed.

SECTION 4. Severability. 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 or constitutionality 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, sentence, 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 5. Effective Date. This Ordinance shall be in full force and effect from and after passage, approval and publication in pamphlet form as provided by law.

PASSED AND APPROVED THIS 7TH DAY OF SEPTEMBER 2021.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Bueth, CMC
City Clerk

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
SEPTEMBER 7, 2021 AGENDA

Subject:	Type:	Submitted By:
AWARD CONTRACT – 84 TH STREET REDEVELOPMENT AREA PUBLIC IMPROVEMENT REDEV. PROJECT OFFSTREET PRKG. DIST. NO. 2 – STRUCTURE NO. 2	◆ RESOLUTION ORDINANCE RECEIVE/FILE	CHRIS SOLBERG DEPUTY COMMUNITY DEVELOPMENT DIRECTOR PAT DOWSE CITY ENGINEER

SYNOPSIS

A resolution has been prepared to award a contract to Sampson Construction of Papillion, Nebraska for construction of Structure No. 2 in Offstreet Parking District No. 2 in the 84th Street Redevelopment Area in an amount not to exceed \$12,514,000.00.

FISCAL IMPACT

The FY 21/22 Biennial Budget provides funding for this project.

RECOMMENDATION

Approval.

BACKGROUND

The proposed construction includes a cast-in-place, post-tensioned, concrete parking structure containing 495 structured parking spaces. 11 surface parking spaces, and appurtenances such as drainage, lighting, access control gates, stairs, elevators, and miscellaneous appurtenant work. This is a portion of the CIP Project No. CMDV-18-002.

Sampson submitted the lowest bid of four received. The engineer's estimate for this project was updated in early 2021 to \$12,000,000. Sampson's bid is contingent upon being able to start construction by February of 2022. They have specified a substantial completion date of July 1, 2023.

The qualifications of the company, the proposed project superintendents and subcontractors were reviewed by DLR and HDR and found to be satisfactory. A bid summary is included for your information.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AWARDING A CONTRACT TO SAMPSON CONSTRUCTION OF PAPILLION, NEBRASKA FOR CONSTRUCTION OF STRUCTURE NO. 2 IN OFFSTREET PARKING DISTRICT NO. 2 IN THE 84TH STREET REDEVELOPMENT AREA IN AN AMOUNT NOT TO EXCEED \$12,514,000.00.

WHEREAS, the City Council of the City of La Vista has determined construction structure No. 2 in Offstreet Parking District No. 2 in the 84th street redevelopment area is necessary; and

WHEREAS, the FY 21/22 Biennial budget provides funding for this project; and

WHEREAS, Four (4) bids were received, and

WHEREAS Sampson Construction submitted the low most responsible bid, 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 Sampson Construction of Omaha Nebraska for construction of structure No. 2 in Offstreet Parking District No. 2 in the 84th Street redevelopment area, subject to utilizing the superintendent proposed in the Sampson submittal, in an amount not to exceed \$12,514,000.00.

PASSED AND APPROVED THIS 7TH DAY OF SEPTEMBER 2021.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

COMBINED CONTRACT	BOYD JONES CONSTRUCTION	GRAHAM CONSTRUCTION	JE DUNN CONSTRUCTION	SAMPSON CONSTRUCTION	OWNER ACCEPTANCE OF ALTERNATES
BID BOND	X	X	X	X	
ADDENDA:	X	X	X	X	
CC-1 - July 20, 2021	X	X	X	X	
CC-2 - July 27, 2021	X	X	X	X	
LUMP SUM BASE BID:	\$13,300,000.00	\$14,385,700.00	\$12,439,000.00	\$12,244,000.00	
ALTERNATES:					
1. Delete “Ultra-Clear Low Iron” and provide “Standard Clear Glass”. Reference Section 088000 3.6 A 1. A 12”x12” sample with product specifications shall be submitted with the Alternate Bid.	-\$11,000.00	-\$12,000.00	-\$12,100.00	-\$12,000.00	REJECTED
2. Delete Precast Architectural Concrete Form Liner “AP# 713 Clicquot, Sample #2042” and provide “AP # 707 Iswich, Sample #2040.” Reference Section 034500 2.3 B.	\$0.00	\$0.00	\$0.00	\$0.00	REJECTED
3. Delete Precast Architectural Concrete Form Liner “AP# 713 Clicquot, Sample #2042” and provide “AP # 721 AP#721 Duxberry, Sample # 2043.” Reference Section 034500 2.3 B.	\$16,000.00	\$10,000.00	\$10,500.00	\$10,000.00	ACCEPTED
4. Section 015000 Paragraph 2.2 E, delete “Temporary Use of Adjacent Lots: Contractor shall have use of Lot 8 and Lot 6 from Notice to Proceed through Substantial Completion.”	no bid	\$250,000.00	\$20,000.00	\$150,000.00	ACCEPTED
5. Delete custom Perforated Metal Panel (PMP-1) and provide McNichols Co., Inc. perforated metal panel in place of all locations of custom PMP-1. Reference Section 057500.	-\$130,000.00	\$134,000.00	-\$133,500.00	no bid	REJECTED
6. Provide “Distributed Antenna System.” Reference Section 275319.	\$102,000.00	\$96,700.00	\$95,000.00	\$110,000.00	ACCEPTED
7. For light fixture Types EL4 and EL4-2 provide add or deduct cost to provide product by alternate manufacturer in lieu of specified Lithonia DSX1 product listed in Luminaire Schedule. Indicate if cost is added or deducted.	\$10,000.00	no bid	-\$14,100.00	-\$14,500.00	REJECTED
TOTAL	\$13,418,000	\$14,742,400	\$12,564,500	\$12,514,000	
BREAK-OUT COSTS:	BREAK-OUT COSTS: Costs included in the Lump Sum Base Bid.				
1. Provide the cost of the Work associated with the Elevator Continuing Maintenance Proposal. This cost shall include the total cost of material and labor for the continued maintenance proposal as defined in Section 142400 “Hydraulic Elevators”. Submit the Continuing Maintenance Proposal, including all terms and conditions, with Bid. The Elevator Continuing Maintenance Proposal shall include costs for all labor and time, as applicable.	\$2,500.00	\$2,100.00	\$4,200.00	\$10,500.00	
UNIT PRICES:	UNIT PRICES: The Unit Prices listed below shall determine the value of extra work or changes, as applicable. They shall be considered complete, including all materials and equipment, labor, installation costs, overhead, and profit, and shall be used uniformly for additions or deductions respectively.				
1. Furnish and install Elevator Jack Hole as specified: Add (\$) for each lineal foot	\$330.00	\$300.00	\$250.00	\$315.00	
2. Furnish and install Auger Cast Piles as specified: Add(\$) for each lineal foot of Auger Cast Pile added	\$22.00	\$20.00	\$18.00	\$25.00	
2. Deduct (\$) for each lineal foot of Auger Cast Pile deducted	-\$5.00	-\$9.00	-\$9.00	-\$9.00	
PRIME SUBCONTRACTORS:					
Cast-In-Place and Post-Tensioned Concrete Work:	George Shaw or Daedalus	Graham, S&S, VSL	JE Dunn	Daedelus	
Pre-Cast Architectural Concrete:	Enterprise or Coreslab	Enterprise	Enterprise	Enterprise	
Decorative Metal Panel:	AWS or SGH	AWS/ SGH	AWS	SGH	
Mechanical Work:	Prairie Mech or Ray Martin	Prairie Mech	Prairie Mech	Ray Martin	
Electrical Work:	Kidwell or Shannahan	Omaha Electric	Shannahan	Shannahan	
Bid Opening: Tuesday, August 3, 2021 - 10:00 AM (CDT)					
BID TABULATION			<div><div><div></div><div>DLR Group</div><div>Architecture Engineering Planning Interiors</div></div><div>6457 Frances Street, Suite 200 Omaha, NE 68106-2280 402/393-4100 tel 402/393-8747 fax omaha@dlrgroup.com dlrgroup.com</div></div>		
84th STREET REDEVELOPMENT AREA					
PUBLIC IMPROVEMENT REDEVELOPMENT PROJECT					
OFFSTREET PARKING DISTRICT NO. 2 - STRUCTURE NO. 2					
DLR GROUP PROJECT NO. 10-17105-40					

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
SEPTEMBER 7, 2021 AGENDA**

Subject:	Type:	Submitted By:
PROFESSIONAL SERVICES AGREEMENT – PARKING STRUCTURE NO. 2 AUTHORIZE AMENDMENT NO. 8	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAT DOWSE CITY ENGINEER

SYNOPSIS

A resolution has been prepared authorizing the execution of the Amendment No. 8 of the Professional Services Agreement with DLR Group for Construction Phase Services for Parking Structure #2 for an increased amount not to exceed of \$337,100.50.

FISCAL IMPACT

The FY21/FY22 Biennial Budget provides funding for this project.

RECOMMENDATION

Approval.

BACKGROUND

On December 20, 2016, City Council authorized executing and agreement with DLR Group for schematic design phase architectural services for off-street public parking facilities. The original agreement and Amendments No. 1 through 6 pertained to Parking Structure No.1. Amendment No.7 and Amendment No.8 pertain to Parking Structure No. 2. This amendment provides for Construction Phase Services for Parking Structure No. 2, including but not limited to project management, site visits, pre-construction preparation, construction inspection, materials testing and project closeout.

A detailed scope of services is identified in the amendment, and a not-to-exceed fee was agreed upon for the work within this first amendment. The proposed agreement is available for review.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING AMENDMENT NUMBER EIGHT TO THE PROFESSIONAL SERVICES AGREEMENT WITH DLR GROUP FOR CONSTRUCTION ENGINEERING SERVICES FOR THE PARKING STRUCTURE #2 PROJECT FOR AN INCREASED AMOUNT NOT TO EXCEED \$337,100.50.

WHEREAS, the Mayor and City Council of the City of La Vista Nebraska have determined additional Construction Engineering Services related to Parking Structure No. 2 are necessary; and

WHEREAS, the City Council on behalf of the City of La Vista desires to approve amendment number one to the professional services agreement with DLR Group to provide additional construction phase engineering services; and

WHEREAS, for an increased amount not-to-exceed \$337,100.50; and

WHEREAS, The FY21/FY22 Biennial Budget provides funding for this project;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, do hereby approve amendment number eight to the professional services agreement with DLR Group for Construction Engineering Services for the Parking Structure #2 project for an increased amount not to exceed \$337,100.50.

PASSED AND APPROVED THIS 7TH DAY OF SEPTEMBER 2021.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk



Architecture Engineering Planning Interiors

6457 Frances Street, Suite 200
Omaha, NE 68106

September 2, 2021

Mr. Pat Dowse
City Engineer
City of La Vista
9900 Portal Road
La Vista, NE 68128

Re: Project Name: La Vista City Centre Parking Structure No. 2
DLR Group Project No.: 10-17105-40

Dear Mr. Dowse:

We are excited to begin the next phase of the project on the second Parking Garage at La Vista City Centre. Our last amendment to the original Agreement covered all the design phases of the project through bidding/negotiations for Parking Garage No. 2. Construction Phase services were not originally included because we did not know the schedule or extent of services needed. We now understand the schedule and scope of services needed. Please consider this letter as our Proposal for Construction Phase Services for Parking Garage No. 2.

Summary of Services:

DLR Group, including consultants Kimley Horn and Olsson, will provide Construction Phase Services as defined in Section 3.6 of our Agreement, AIA B103 – 2007 dated November 16th, 2016 for Parking Garage No. 2. In summary, we will provide Construction Phase Services that include the following:

1. Coordinate with Owner's Counsel as they prepare the Construction Contract,
2. Maintaining an As-Designed Record Set (The Contractor is responsible for the As-Built Record Set),
3. Up to two reviews of each submittal and shop drawing,
4. Responding to the Contractor's RFI's,
5. Issuing drawing revisions and sketches as needed,
6. Review and certification of the General Contractor's Payment Applications,
7. Review of the Operations and Maintenance Manuals prepared by the Contractor,
8. Review of the Warranty documentation prepared by the Contractor,
9. Review of the Contractor's punchlist and walk-through of the project at Substantial Completion,
10. On site Reviews of Mock-Ups,
11. Consultation to the Owner for the Owner Furnished and Owner Installed Artwork (painting) on the east bumper wall,
12. Site Visits and attendance at the OAC meetings:
 - a. DLR Group will attend an OAC meeting up to every other week for the duration of the project and preform a site visit at that time. During the site visit, DLR Group will review that the work completed is consistent with the Contractor's request on their payment application prior to certification. DLR Group will also prepare a Field Observation Report following each site visit.
 - b. Olsson will visit the site up to 3 times over the course of construction to review the progress of work related to their scope of design work.
 - c. Kimley Horn will visit the site up to 8 times over the course of construction to review the progress of work related to their scope of design work.
 - i. Kimley-Horn will attend up to 12 construction meetings via teleconference.

ii. Kimley-Horn recommends their in-person attendance at the following meetings:

1. Pre-posttension concrete prior to the First PT concrete placement,
2. First PT concrete placement,
3. Preinstallation meeting for decorative metal panel/signage.

Schedule:

We anticipate that our Construction Phase services will be for 24 months. Beginning October 1, 2021 and concluding on August 1, 2023.

09/07/21 – Anticipated City Council Approval of Contractor Selection
10/01/21 – Limited Notice to Proceed (procurement and shop drawings)
01/01/22 – Notice to Proceed (mobilization) ***contingent on Chili's demolition***
07/01/23 – Substantial Completion

Fees and Expenses:

The Construction Phase Services fee for the services defined here in is a lump sum of \$198,750. We have also estimated the following reimbursable expenses for the project.

DLR Group - \$2,000
Olsson - \$600
Kimley-Horn - \$10,400 (Approximately \$1,300 per visit)
Total = \$13,000

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Reimbursable expenses will be invoiced based upon expenses incurred.

Reimbursable Consultant:

In addition to the Lump Sum Construction Services Fee, Olsson will furnish Special Inspection and Materials Testing Services as defined in the attached Exhibit E "Olsson Letter Agreement for Professional Services La Vista City Centre Parking Structure No. 02 Special Inspections and Materials Testing" on a time and expense basis not to exceed \$113,955.00. DLR Group will invoice the Owner for Olsson's Special Inspections and Materials Testing Services as a Reimbursable Consultant at Cost plus 10%.

Additional and Supplemental Services:

In addition to those listed in the AIA B103, any services not specifically provided for in the above scope, or that are beyond the assumptions listed below, will be considered additional services and can be performed at our then current hourly rates or mutually agreed upon lump sum. Additional services will only be performed after receipt of written notice to proceed by Owner. Additional Services that can be provided include, but are not limited to, the following:

1. Conformed Drawings for Construction,
2. Supplemental Structural Design services due to non-conforming construction,
3. Review of Submittals beyond the limitations of the Scope of Services,
4. Review and response to contractor requests for information beyond the limitations of the Scope of Services.

Assumptions, Clarifications and Exclusions:

1. Permitting fees are the responsibility of the Contractor.
2. All testing and code-required inspection services are the responsibility of the Owner or others, including any associated fees or costs.
3. Field observations of Deep Foundations installation shall be by others.
4. DLR Group and their consultants will not supervise, direct, or control Contractor's work; will not have authority to stop the Work; are not responsible for the means, methods, techniques, equipment choice, equipment use, schedules, or procedures of construction selected by Contractor, for safety programs incident to Contractor's work, or for failure of Contractor to comply with laws.

5. DLR Group and their consultants do not guarantee Contractor's performance and has no responsibility for Contractor's failure to perform in accordance with the Contract Documents.

With your signed approval of this proposal, we will prepare AIA G802 Amendment 8 to Amend our Agreement.

We value our relationship and look forward to seeing this exciting project take shape. As always, please let us know if you have any questions.

Sincerely,
DLR Group



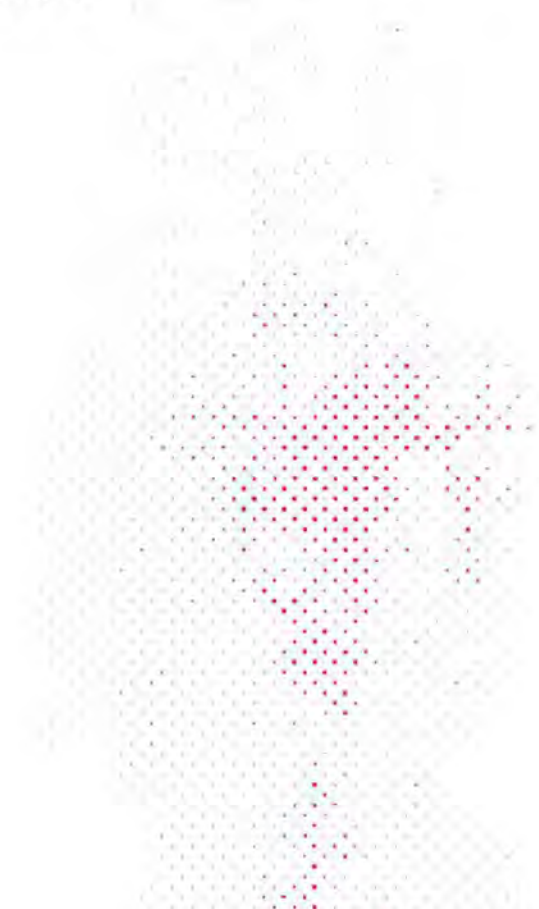
Matthew Gulsvig, AIA
Project Manager, Senior Associate

INIT: MWG
Encl: Exhibit A - DLR Group Hourly Rates (1 Page)
Exhibit B - DLR Group Reimbursable Expenses (1 Page)
Exhibit C - Kimley Horn Hourly Rates (1 Page)
Exhibit D - Olsson Hourly Rates (1 Page)
Exhibit E - Olsson Letter Agreement for Professional Services La Vista City Centre Parking Structure
No. 02 Special Inspections and Materials Testing (18 Pages)

cc: Melissa Spearman

City of La Vista

Signature: _____
Name: _____
Date: _____



DLR Group

Standard Hourly Billing Rates

Title	Client Hourly Billing Rate
Senior Expert	\$350
Expert	\$300
Practice Leader	\$265
Project Leader	\$235
Senior Professional	\$205
Professional II	\$175
Professional	\$145
Professional Support	\$115
Technical/Clerical	\$90

Rates will be reviewed and adjusted annually based on the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for that geographic region.

PREVAILING REIMBURSABLE EXPENSES

Effective April 1, 2020

Exhibit B

<u>Description</u>	<u>Rates</u> *
Reproduction/Scanning:	
8-1/2" x 11" B&W Bond	\$.20
8-1/2" x 11" Color	\$ 1.00
Scanning 8-1/2 x 11 (.65 SF) B&W	\$.20
Scanning 8-1/2 x 11 (.65 SF) Color	\$.45
11" x 17" B&W Bond	\$.50
11" x 17" Color	\$ 2.00
Scanning 11 x 17 (1.30 SF) B&W	\$.40
Scanning 11 x 17 (1.30 SF) Color	\$.90
Bond 15x21 to 36x48	\$.65
Scanning 15x21 to 36x48 (2.1875 SF to 12 SF)	\$.65/SF
Large Format Vellum	\$ 1.05/SF
Large Format Mylar	\$ 2.15/SF
HP Plotter B&W Bond Plots	\$.65/SF
HP Plotter B&W Vellum Plots	\$ 2.00/SF
HP Plotter B&W Mylar Plots	\$ 2.50/SF
HP Plotter Color Line Plots	\$.65/SF
HP Plotter Color 24-lb. Bond Paper Plots	\$ 4.50/SF
HP Plotter Color Nonglossy 7 mil Paper Plots	\$ 6.00/SF
HP Plotter Color Glossy Paper Plots	\$10.00/SF
HP Plotter Color Low Density Bond Print	\$.80/SF
HP Plotter Color High Density Bond Print	\$ 1.60/SF

* Rates include all binding, stapling, collating, maintenance, etc.
Shipping and handling not included.

Mileage (rate per mile)	Prevailing Government Rate
Air Fare	As billed to DLR Group
Auto Rental	As billed to DLR Group
Other Transportation	As billed to DLR Group
Parking and Tolls	As billed to DLR Group
Meals	As billed to DLR Group
Lodging	As billed to DLR Group
Postage	As billed to DLR Group
Delivery Charges	As billed to DLR Group
Telephone (Long Distance)	As billed to DLR Group
Materials and Supplies	As billed to DLR Group
Models and Renderings (Presentation)	As billed to DLR Group
Photographic/Film	As billed to DLR Group
Photographic/Typeset	As billed to DLR Group
Codes/Ordinances	As billed to DLR Group
Legal	As billed to DLR Group
Consultants	Cost plus 10%

Project Reimbursable Expenses will be invoiced at cost plus 10%, except
Consultants, which will be billed as noted. Reimbursable Expenses are subject to
periodic adjustment.

DLR Group inc.

Initialed by:

Owner _____ dated: _____

Architect _____ dated: _____



Kimley-Horn and Associates, Inc.

Hourly Labor Rate Schedule

Classification	<i>Rate</i>
Analyst	\$115 - \$155
Professional	\$150 - \$195
Senior Professional I	\$200 - \$260
Senior Professional II	\$255 - \$280
Senior Technical Support	\$120 - \$195
Support Staff	\$90 - \$110
Technical Support	\$105 - \$140

Effective through June 30, 2022

Subject to annual adjustment thereafter

Internal Reimbursable Expenses will be charged at 5% of Labor Billings

External Reimbursable Expenses will be charged at 5% mark-up, or per the Contract

Olsson Billing Rate Schedule
2021 Labor Rates

<u>Description</u>	<u>Range</u>		
Principal	129.00	-	388.00
Project Manager	120.00	-	233.00
Project Professional	98.00	-	217.00
Assistant Professional	67.00	-	155.00
Designer	90.00	-	188.00
CAD Operator	54.00	-	119.00
Survey	52.00	-	166.00
Construction Services	43.00	-	233.00
Administrative/Clerical	41.00	-	159.00

Note:

1. Special Services not included in above categories will be provided on a Special Labor Rate Schedule
2. Rates subject to change based upon updates to Billing Rates for upcoming year.



LETTER AGREEMENT FOR PROFESSIONAL SERVICES

September 1, 2021

DLR Group
Attn: Matthew Gulsvig
6457 Frances Street
Omaha, NE 68106

Re: LETTER AGREEMENT FOR PROFESSIONAL SERVICES
La Vista City Centre Parking Structure No. 02 Special Inspections and Materials Testing

It is our understanding that DLR Group ("Client") requests Olsson to perform the services described herein pursuant to the terms of this Letter Agreement for Professional Services, Olsson's General Provisions and any exhibits attached hereto (all documents constitute and are referred to herein as the "Agreement") for the Project.

Olsson has acquainted itself with the information provided by Client relative to the Project and based upon such information offers to provide the services described below for the Project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property. Client acknowledges that it has reviewed the General Provisions and any exhibits attached hereto, which are expressly made a part of and incorporated into the Agreement by this reference. In the event of any conflict or inconsistency between this Letter Agreement, and the General Provisions regarding the services to be performed by Olsson, the terms of the General Provisions shall take precedence.

Olsson shall provide the Client basic services for the Project as more specifically described in Scope of Services attached hereto. Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson would expect to begin performing its services under the Agreement promptly upon your signing.

COMPENSATION

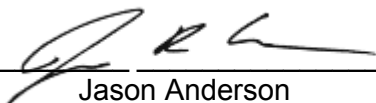
Client shall pay to Olsson for the performance of the Scope of Services, a fee as outlined in the Scope of Services attached hereto. Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of invoice date.

TERMS AND CONDITIONS OF SERVICE

We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

If this Agreement satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain one original for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 15 days from the date set forth above, unless changed by us in writing.

OLSSON, INC.

By 
Jason Anderson

By 
Edward Schnackenberg, P.E.

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept the terms set forth herein, please sign:

DLR GROUP "Client"

By _____
Signature

Print Name _____

Title _____

Dated _____

Attachments

Scope of Services

General Provisions

SCOPE OF SERVICES

This exhibit is hereby attached to and made a part of the Letter Agreement for Professional Services dated September 1, 2021 between DLR Group ("Client") and Olsson ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is indicated below.

PROJECT DESCRIPTION AND LOCATION

Project Description: La Vista City Centre Parking Structure No. 02

Project Location: 84th Street and Barmettler Drive, La Vista, NE

PROJECT UNDERSTANDING

Olsson understands the project includes demolition of existing pavements and the construction of an approximate 182,459 square foot, 495-stall post-tension parking structure.

SCHEDULE OF FEES

Olsson shall provide the following services (Scope of Services) to the Client for the Project:

Scope of Work		Estimated Budget	Fee Type	Authorization
Phase 100	Earthwork Observation and Testing	\$2,675.00	Time & Expense-NTE	Accept: _____
Phase 101	Auger-Cast Pile Observation and Testing	\$16,520.00	Time & Expense-NTE	Accept: _____
Phase 200	Concrete Observation and Testing	\$61,770.00	Time & Expense-NTE	Accept: _____
Phase 300	Masonry Observation and Testing	\$6,230.00	Time & Expense-NTE	Accept: _____
Phase 400	Structural Steel	\$3,495.00	Time & Expense-NTE	Accept: _____
Phase 500	Project Management	\$22,075.00	Time & Expense-NTE	Accept: _____

Field Services*

Technician	per hour	60.00
Technician Overtime	per hour	90.00
Senior Technician (PTI Level 1)	per hour	70.00
Steel Technician	per hour	90.00
Steel Technician – NDT Level II	per hour	90.00
SWPPP Inspector	per month	800.00

Administrative and Engineering Services

Administrative	per hour	55.00
Project Coordinator	per hour	60.00
Project Manager	per hour	115.00
Geotechnical Engineer	per hour	125.00

Travel and Reimbursable Expenses

Trip Charge	per trip	5.00
Other	Cost + 10%	
	NTE OF \$1,190.00	

Laboratory Testing and Equipment

Standard Proctor- soils	per test	170.00
Standard Proctor- aggregate	per test	220.00
Modified Proctor- soils	per test	220.00
Atterberg Limits	per test	90.00
P-200 Sieve Analysis	per test	40.00
Sieve Analysis <3/4	per test	100.00
Sieve Analysis >3/4	per test	150.00
Compressive Strength – Concrete	per test	17.00
Compressive Strength – Masonry Block	per test	100.00
Compressive Strength – Masonry Grout	per test	30.00
Compressive Strength – Masonry Mortar	per test	20.00
Concrete Coring	each	70.00
Concrete Core Thickness Test	each	20.00
Maturity Probes- Concrete	each	60.00
Maturity Curve Establishment	each	1,000.00

Olsson is not responsible for the Contractor's means or methods and does not have the obligation or authority to stop Contractor's work. Olsson's responsibility as special inspector is to report our field observations and test results to the Contractor and Client as provided herein. Olsson understands the scope of work for the special inspections and construction materials testing consists of the following:

PHASE 100 – EARTHWORK OBSERVATION AND TESTING

Fill and Backfill Placement – Olsson will obtain samples of materials proposed for use as structural fill for laboratory testing. Laboratory tests, including standard Proctors and Atterberg limits tests, will be performed to classify and determine physical properties of the proposed fill materials. Olsson will observe the exposed subgrade within the construction limits to document unsuitable soils have been removed and to identify unstable areas that require additional excavation prior to fill placement. Olsson will observe and perform compaction tests on the structural fill placed during site development activities at a rate of 1 density test per 100 SY per lift for non-structural fill and 1 density test per 200 SF per lift for structural fill. Olsson has estimated the following based on periodic testing:

- 8 – Site Visits for North and South Retaining Wall Backfill
- 7 – Site Visits for Structural Backfill
- 1 – Bulk sample of material to be used as structural fill for laboratory Proctor, Atterberg Limits, and P-200 testing

Building/Pavement Subgrades – Olsson will observe subgrade preparation and perform compaction tests. Olsson has estimated the following:

- 2 – Site Visits for the North Drive
 - 2 – Site Visits
 -
 - for the South Drive
 - 2 – Site Visits for the Structure Footprint
-

PHASE 101 – AUGER-CAST PILE OBSERVATION AND TESTING

Auger-Cast Piles – Olsson will observe the installation of the auger cast grout piles on a full-time basis. The pile location, date installed, length of the pile, and final cutoff and tip elevations will be noted in the pile log report. The reinforcing steel will be observed prior to pile installation for conformance to construction documents. Field tests will be performed, and compressive strength specimens will be cast from grout used in the construction of the piles. Olsson has estimated the following:

- 1 – Test Pile
 - 6 – Hours Engineer
 - 8 – Hours Technician
 - 1 – Set of (5) 3"x6" Lab Cured Compressive Strength Specimens
 - 15 – Production Piles per Day
 - 17 – Days of Installation
 - 10 – Hours per Day
 - 2 – Sets of (5) 3"x6" Lab Cured Compressive Strength Specimens per Day
-

PHASE 200 – CONCRETE OBSERVATION AND TESTING

Reinforced Concrete – Olsson will observe placement of reinforcing steel and required structural embedments (anchor bolts, masonry dowels, etc.) for the proposed structure. Field tests including slump, air entrainment, and temperature will be performed on samples of concrete obtained from these structures. Cylinders will be cast from the concrete used in the construction of the structure for compressive strength testing at the rate of one test per 100 CY placed. Olsson has estimated the following:

- 71 – Sets of 6 (4"x8") Compressive Strength Specimens for the reinforced structures
 - Grade Beams and Pile Caps – 6 Placement Events (12 Sets)
 - Footings – 4 Placement Events (6 Sets)
 - Columns – 23 Placement Events (23 Sets)
 - CIP Walls – 17 Placement Events (20 Sets)
 - Topping Slab – 3 Placement Events (3 Sets)
 - Curbs – 7 Placement Events (7 Sets)

Post-Installed Anchors and Reinforcing Steel – Olsson will observe post-installed reinforcing and anchors on a full-time basis. Reinforcing steel and anchors will be observed for size, grade, and cleanliness. Pre-drilled holes will be observed for correct diameter, depth, and cleanliness. The type of epoxy used will also be observed and recorded. Olsson has estimated the following:

- 7 – Site Visits
 - 2 – Hours per Trip

Post-Tensioned Concrete – Olsson will observe placement of reinforcing steel and tendons in the elevated slabs for the proposed structure. Olsson will also perform tensioning observation and elongation measurements on a full-time basis under the direction of a certified Post-Tension Institute Level I Project Manager. Field tests, including slump, air entrainment and temperature,

will be performed on samples of concrete obtained from these structures. Field-cured specimens will be cast to verify strength of concrete is adequate for stressing the tendons. Standard-cured specimens will also be cast from the concrete used in the construction of the structure for compressive strength testing. Olsson has estimated the following based on the schedule provided:

- 11 – Placement Events
 - 5 – Hours Each Placement Pre-Pour Observation
 - 24 – Hours Each Placement Event for Testing and Observation
 - 2 – Technicians Testing Concrete prior to Pump for Slump and Air
 - 1 – Technician Testing at End of Pump on Slab
 - 1 – Technician Observing Pour
 - 5 – Hours Each Placement Tendon Stressing Observation
- 50 – Sets of 6 (4"x8") Standard-Cured Specimens to measure for tensioning requirements
- 50 – Sets of 3 (4"x8") Field-Cured Compressive Strength Specimens

If the contractor elects to use the Maturity Method to estimate the in-situ strength of the post-tensioned slabs, Olsson will use the COMMAND Center maturity probe system. A maturity curve will be established per ASTM 1074 and two sensors will be placed in each post-tensioned slab at the time of tendon and reinforcing steel observation. Readings will be taken off the sensors at intervals determined by the contractor/engineer to estimate strength prior to stressing operations. Olsson has estimated the following using the Maturity Method:

- 1 – Maturity Curve Establishment
 - This excludes the cost of concrete needed to develop the curve. A 10 cubic yard batch of the approved mix design will need to be delivered to the Olsson lab to sample and test the concrete. Concrete specimens will be cast from the freshly sampled concrete and broke at intervals determined to create a curve for the mix design.
- 26 – Maturity Probes

Slab-on-Grade Concrete – Olsson will observe placement of reinforcing steel for the interior floor slabs in the proposed structure. Field tests including slump, air entrainment, and temperature will be performed on samples of concrete obtained from these structures. Cylinders will be cast from the concrete used in the construction of the structure for compressive strength testing at the rate of one test per 75 CY placed. Olsson has estimated the following:

- 14 – Sets of 6 (4"x8") Compressive Strength Specimens for the floor slabs
 - 5" Slab – 7 Placement Events (14 Sets)

Concrete Pavements/Sidewalks – Olsson will observe placement of concrete for the exterior concrete pavements. Field tests, including slump, air entrainment and temperature, will be performed on samples of concrete obtained from these structures. Cylinders will be cast from the concrete used for compressive strength testing at a rate of 100 CY of concrete placed. Core sampling of the concrete pavement for thickness confirmation will also be performed. Olsson has estimated the following:

- 5 – Sets of 5 (4"x8") Compressive Strength Specimens for 5" concrete pavement
- 3 – Concrete Cores for Thickness Testing

PHASE 300 – MASONRY OBSERVATION AND TESTING

Structural Masonry – Olsson will observe construction of the structural masonry walls on a periodic basis prior to grouting operations and continuous observations during grouting operations per Level B in TMS 402/ACI 530/ASCE 5. Olsson has estimated one site visit per each 400 square feet of masonry wall for observation of reinforcing and grouting procedures. Samples of masonry materials used in construction will be attained for laboratory testing at a frequency of 1 set of compressive strength specimens per 5,000 square feet of masonry constructed. Olsson has estimated the following:

- 22 – Site Visits for Level B Observation
 - 4 – Hours per Site Visit
 - 2 Sets of Compressive Strength Specimens, Including:
 - 3 – 8” CMU per Set
 - 4 – Grout Prism Specimens per Set
-

PHASE 400 – STRUCTURAL STEEL

Structural Steel Connections – Olsson will provide a steel technician during erection of the structural steel building frame. Field bolted and welded connections will be observed. Olsson requires welding procedures and welder qualification test records for AWS Codes D1.1, D1.3 and D1.4 to be provided to us for review and submitted to the project structural engineer for approval, if necessary, prior to welding being performed. Olsson will attend a preconstruction meeting with the general contractor superintendent and the structural steel erection contractor to coordinate a pre-installation verification of bolts and field observations of bolted and welded connections. Partial-penetration, full-penetration and multi-pass fillet welds require full-time observation during the welding process in accordance with Chapter 17 of the Building Code, this scope of work reflects performing 100% Ultrasonic Testing of Partial and Full Penetration welds for the moment connections in-lieu of continuous observation of the welding. Olsson has estimated the following:

- 1 – Site visit for pre-con meeting with steel erector
 - 8 – Site visits for observation of welded and bolted connections
 - 4 - Hours per site visit
-

PHASE 500 – PROJECT MANAGEMENT

Project Management / Reporting – Olsson’s field professionals will prepare typed field reports summarizing each day’s field observations, presenting test results, and detailing items not in compliance with the project drawings and/or specifications. Draft copies of the field reports will be provided daily to the designated field representative if requested. Field reports and test reports for each task listed below will be reviewed by our project manager and transmitted to the Client, Architect, Structural Engineer, General Contractor and Building Official via Olsson’s Client Command Center if requested. Upon request and following completion of the project, Olsson will prepare a final summary report stating its opinion regarding whether the portions of the work that were observed, inspected and/or tested were in compliance with the project specifications.

The Olsson Project Management team takes a hands-on approach to managing projects assigned. The manager assigned to a project will be available for pre-construction meetings and will make site visits for introductions at the beginning of a project as well as in situations dealing without outlined scope. The general contractor is informed of Olsson’s scope and inspection expectations as part of the initial site visit to assist in keeping expectations of performance and scope in the fore front of the construction team.

Scheduling / Dispatch – Please notify Olsson of services requested 24-48 hours prior to our arrival to the project. We at Olsson understand there are various circumstances that arise during construction and a 24-hour notice is not always achievable. We will do everything in our power to accommodate services requested less than 24 hours in advance. In the circumstance that our schedule is already full, Olsson will provide the earliest time slot available in our schedule to perform the requested service.

To schedule inspections or testing, **call or text Olsson CMT Dispatch at (402) 657-4713**. Text or have the following information readily available when calling:

- Location of the project or project name
- Name and number of the site contact
- Inspection or testing being requested
- Location of the testing

If a service has been scheduled and needs to be cancelled, please call or text at least an hour prior to the scheduled time. Unnecessary trips made to the project for cancelled testing requests are subject to be back charged to the contractor requesting the services.

PROPOSED SCOPE OF WORK:

PHASE 100 – EARTHWORK OBSERVATION AND TESTING

Fill and Backfill Placement

22.5 hrs Technician @	\$60.00 /hr	\$	1,350.00
1 Standard Proctor @	\$170.00 /each	\$	170.00
1 Atterberg Limits @	\$90.00 /each	\$	90.00
1 P-200 Sieve Analysis @	\$40.00 /each	\$	40.00
15 trips @	\$5.00 /trip	\$	75.00

Utility Backfill Placement

6 hrs Technician @	\$60.00 /hr	\$	360.00
4 trips @	\$5.00 /trip	\$	20.00

Building/Pavement Subgrades

9 hrs Technician @	\$60.00 /hr	\$	540.00
6 trips @	\$5.00 /trip	\$	30.00

PHASE 101 - AUGER-CAST PILES OBSERVATION AND TESTING

Auger-Cast Piles

144 hrs Technician @	\$60.00 /hr	\$	8,640.00
34 hrs Technician- OT @	\$90.00 /hr	\$	3,060.00
175 Compression Test - Grout Cylinder @	\$17.00 /each	\$	2,975.00
14 Project Engineer @	\$125.00 /hr	\$	1,750.00
19 trips @	\$5.00 /trip	\$	95.00

PHASE 200 - CONCRETE OBSERVATION AND TESTING

Reinforced Concrete

150 hrs Technician @	\$60.00 /hr	\$	9,000.00
426 Compression Test - Concrete @	\$17.00 /each	\$	7,242.00
60 trips @	\$5.00 /trip	\$	300.00

Post-Installed Anchors and Reinforcing Steel

14 hrs Technician @	\$60.00 /hr	\$	840.00
7 trips @	\$5.00 /trip	\$	35.00

Post-Tensioned Concrete

55 hrs PTI Technician- Pre-Pour Observation @	\$70.00	/hr	\$	3,850.00
55 hrs PTI Technician- Concrete Observation @	\$70.00	/hr	\$	3,850.00
55 hrs PTI Technician- Tendon Tensioning @	\$70.00	/hr	\$	3,850.00
264 hrs Technician- Concrete Placement @	\$60.00	/hr	\$	15,840.00
300 Compression Test - Lab Cured @	\$17.00	/each	\$	5,100.00
150 Compression Test - Field Cured @	\$17.00	/each	\$	2,550.00
26 Maturity Probes @	\$60.00	/each	\$	1,560.00
1 Maturity Curve Establishment @	\$1,000.00	/each	\$	1,000.00
50 Trips @	\$5.00	/trip	\$	250.00
20 Trips - Field Cure Pick up/Probe Reading @	\$5.00	/trip	\$	100.00

Slab-on-Grade Concrete

50 hrs Technician @	\$60.00	/hr	\$	3,000.00
84 Compression Test - Concrete @	\$17.00	/each	\$	1,428.00
9 trips @	\$5.00	/trip	\$	45.00

Concrete Pavements/Sidewalks

20 hrs Technician concrete @	\$60.00	/hr	\$	1,200.00
3 Coring- Concrete @	\$70.00	/each	\$	210.00
3 Concrete Core- Thickness @	\$20.00	/each	\$	60.00
25 Compression Test - Concrete @	\$17.00	/each	\$	425.00
7 trips @	\$5.00	/trip	\$	35.00

PHASE 300 - STRUCTURAL MASONRY

Structural Masonry

88 hrs Technician @	\$60.00	/hr	\$	5,280.00
8 Compression Test - Grout Prism@	\$30.00	/each	\$	240.00
6 Compression Test - Block @	\$100.00	/each	\$	600.00
22 trips @	\$5.00	/trip	\$	110.00

PHASE 400 - STRUCTURAL STEEL

Structural Steel

32 hrs NDT Technician @	\$90.00	/hr	\$	2,880.00
5 hrs NDT Manager @	\$115.00	/hr	\$	575.00
8 trips @	\$5.00	/trip	\$	40.00

PHASE 500 - Project Management

Reporting/Project Management

175 hrs Project Manager @	\$115.00	/hr	\$	20,125.00
30 hrs Project Coordinator @	\$60.00	/hr	\$	1,800.00
30 trips @	\$5.00	/trip	\$	150.00

Total: \$ 112,765.00

The attached Scope of Work was prepared to show the maximum amount of time and materials it would take to complete the services required to complete the Project without anticipation of profits on account of any difference between the actual and estimated quantities. If the construction methods utilized by contractors for the above referenced project increases the frequency of site visits and construction testing units as listed in the scope of work, this agreement shall be amended to supplement the cost of the out-of-scope services. Olsson will notify the Client if construction testing frequencies and site visits of the above scope of work are subject to increase due to construction methods or design changes prior to the commencement of said out of scope services.

Olsson is committed to providing quality service to its clients, commensurate with their wants, needs and desired level of risk. If a portion of this proposal does not meet your needs, or if those needs have changed, Olsson stands ready to consider appropriate modifications, subject to the standards of care to which we adhere as professionals. If you have any questions or concerns regarding this scope of work, please contact Matt Markham at 308-643-7195 or at mmarkham@olsson.com. We look forward to hearing from you and working with you and your firm on this project.

GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated August 23, 2021 between DLR Group ("Client") and Olsson, Inc. ("Olsson") for professional services in connection with the project or projects arising under such Letter Agreement or Master Agreement (the "Project(s)").

As used herein, the term "this Agreement" refers to these General Provisions, the applicable Letter Agreement or Master Agreement, and any other exhibits or attachments thereto as if they were part of one and the same document.

SECTION 1—OLSSON'S SCOPE OF SERVICES

Olsson's scope of services for the Project(s) is set forth in the applicable Letter Agreement or Master Agreement ("Scope of Services").

SECTION 2—ADDITIONAL SERVICES

2.1 Unless otherwise expressly included, Scope of Services does not include the categories of additional services set forth in Sections 2.2 and 2.3.

2.2 If Client and Olsson mutually agree for Olsson to perform any optional additional services as set forth in this Section 2.2 ("Optional Additional Services"), Client will provide written approval of the agreed-upon Optional Additional Services, and Olsson shall perform or obtain from others such services and will be entitled to an increase in compensation at rates provided in this Agreement. Olsson may elect not to perform all or any of the Optional Additional Services without cause or explanation:

2.2.1 Preparation of applications and supporting documents for governmental financial support of the Project(s); preparation or review of environmental studies and related services; and assistance in obtaining environmental approvals.

2.2.2 Services to make measured drawings of or to investigate existing conditions of facilities.

2.2.3 Services resulting from changes in the general scope, extent or character of the Project(s) or major changes in documentation previously accepted by Client where changes are due to causes beyond Olsson's control.

2.2.4 Services resulting from the discovery of conditions or circumstances which were not contemplated by Olsson at the commencement of this Agreement. Olsson shall notify Client of the newly discovered conditions or circumstances and Client and Olsson shall renegotiate, in good faith, the compensation for this Agreement, if amended terms cannot be agreed upon, Olsson may terminate this Agreement and Olsson shall be paid for its services through the date of termination.

2.2.5 Providing renderings or models.

2.2.6 Preparing documents for alternate bids requested by Client.

2.2.7 Analysis of operations, maintenance or overhead expenses; value engineering; the preparation of rate schedules; earnings or expense statements; cash flow or economic evaluations or; feasibility studies, appraisals or valuations.

2.2.8 Furnishing the services of independent professional associates or consultants for work beyond the Scope of Services.

2.2.9 Services necessary due to the Client's award of more than one prime contract for the Project(s); services necessary due to the construction contract containing cost plus or incentive-savings provisions; services necessary in order to arrange for performance by persons other than the prime contractor; or those services necessary to administer Client's contract(s).

2.2.10 Services in connection with staking out the work of contractor(s).

2.2.11 Services during out-of-town travel or visits to the site beyond those specifically identified in this Agreement.

2.2.12 Preparation of operating and maintenance manuals.

2.2.13 Services to redesign some or all of the Project(s).

2.2.14 Preparing to serve or serving as a consultant or witness or assisting Client with any litigation, arbitration or other legal or administrative proceeding.

2.2.15 Services relating to Construction Observation, Certification, Inspection, Construction Cost Estimating, project observation, construction management, construction scheduling, construction phasing or review of Contractor's performance means or methods.

2.3 Whenever, in its sole discretion, Olsson determines additional services as set forth in this Section 2.3 are necessary to avoid a delay in the completion of the Project(s) ("Necessary Additional Services"), Olsson shall perform or obtain from others such services without waiting for specific instructions from Client, and Olsson will be entitled to an increase in compensation for such services at the standard hourly billing rate charged for those employees performing the services, plus reimbursable expenses, if any:

2.3.1 Services in connection with work directive changes and/or change orders directed by the Client to any contractors.

2.3.2 Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by contractor(s); services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor(s); or evaluating an unreasonable or extensive number of claims submitted by contractor(s) or others in connection with the Project(s).

2.3.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.3.4 Additional or extended services during construction made necessary by (1) work damaged during construction, (2) a defective, inefficient or neglected work by any contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, or (4) default by any contractor.

SECTION 3—CLIENT'S RESPONSIBILITIES

3.1. Client shall provide all criteria and full information as to Client's requirements for the Project(s); designate and identify in writing a person to act with authority on Client's behalf in respect of all aspects of the Project(s); examine and respond promptly to Olsson's submissions; and give prompt written notice to Olsson whenever Client observes or otherwise becomes aware of any defect in the Olsson's services.

3.2 Client agrees to pay Olsson the amounts due for services rendered and expenses within thirty (30) days after Olsson has provided its invoice for such services. In the event Client disputes any invoice item, Client shall give Olsson written notice of such disputed item within fifteen (15) days after receipt of such invoice and shall pay to Olsson the undisputed portion of the invoice according to the provisions hereof. If Client fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of thirteen percent (13%) per annum from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in Client's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

3.2.1 If Client fails to make any payment due Olsson for services and expenses within thirty (30) days after receipt of Olsson's statement therefore, Olsson may, after giving seven (7) days written notice to Client, suspend services to Client under this Agreement until Olsson has been paid in full all amounts due for services, expenses and charges and Client will not obtain any license to any Work Product or be entitled to retain or use any Work Product pursuant to Section 7.1 unless and until Olsson has been paid in full and Client has fully satisfied all of its obligations under this Agreement.

3.3 Payments to Olsson shall not be withheld, postponed or made contingent on the construction, completion or success of the Project(s) or upon receipt by the Client of offsetting reimbursements or credit from other parties who may have caused the need for additional services. No withholdings, deductions or offsets shall be made from Olsson's compensation for any reason unless and until Olsson has been found to be legally liable for such amounts.

3.4 Client shall also do the following and pay all costs incident thereto:

3.4.1 Furnish to Olsson any existing and/or required borings, probings or subsurface explorations; hydrographic surveys; laboratory tests or inspections of samples, materials or equipment; appropriate professional interpretations of any of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic or utility surveys; property descriptions; and/or zoning or deed restrictions; all of which Olsson may rely upon in performing services hereunder.

3.4.2 Guarantee access to and make all provisions for Olsson to enter upon public and private property reasonably necessary to perform its services on the Project(s).

3.4.3 Provide such legal, accounting, independent cost estimating or insurance counseling services as may be required for the Project(s); any auditing service required in respect of contractor(s)' applications for payment; and/or any inspection services to determine if contractor(s) are performing the work legally.

3.4.4 Provide engineering surveys to establish reference points for construction unless specifically included in Olsson's Scope of Services.

3.4.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project(s).

3.4.6 If more than one prime contractor is to be awarded the contract for construction, designate a party to have responsibility and authority for coordinating and interfacing the activities of the various prime contractors.

3.4.7 All fees and other amounts payable by Client under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Client is responsible and liable for all sales, service, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, county or local governmental authority on any amounts payable by Client under this Agreement, other than any taxes imposed on Olsson's income. In the event any governmental authority assesses Olsson for taxes, duties, or charges of any kind in connection with Scope of Services provided by Olsson to Client, Olsson shall be entitled to submit an invoice to Client, its successors or assigns, for the amount of said assessment and related interest and penalties. Client shall pay such invoice in accordance with Olsson's standard payment terms.

3.5 Client shall pay all costs incident to obtaining bids or proposals from contractor(s).

3.6 Client shall pay all permit application review costs for government authorities having jurisdiction over the Project(s).

3.7 Contemporaneously with the execution of this Agreement, Client shall designate in writing an individual to act as its duly authorized Project(s) representative.

3.8 Client shall bear sole responsibility for:

3.8.1 Jobsite safety. Neither the professional activities of Olsson, nor the presence of Olsson or its employees or sub-consultants at the Project shall impose any duty on Olsson relating to any health or safety laws, regulations, rules, programs or procedures.

3.8.2 Notifying third parties including any governmental agency or prospective purchaser, of the existence of any hazardous or dangerous materials located in or around the Project(s) site.

3.8.3 Providing and updating Olsson with accurate information regarding existing conditions, including the existence of hazardous or dangerous materials, proposed Project(s) site uses, any change in Project(s) plans, and all subsurface installations, such as pipes, tanks, cables and utilities within the Project(s) site.

3.8.4 Providing and assuming all responsibility for: interpretation of contract documents; Construction Observations; Certifications; Inspections; Construction Cost Estimating; project observations; construction management; construction scheduling; construction phasing; and review of Contractor's performance, means and methods. Client waives any claims against Olsson and releases Olsson from liability relating to or arising out of such services and agrees, to the fullest extent permitted by law, to indemnify and hold Olsson

harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to such actions and services.

3.9 Client releases Olsson from liability for any incorrect advice, judgment or decision based on inaccurate information furnished by Client or others.

3.10 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the site, Olsson may immediately stop work in the affected area and report the condition to Client. Client shall be solely responsible for retaining independent consultant(s) to determine the nature of the material and to abate or remove the material. Olsson shall not be required to perform any services or work relating to or in the area of such material until the material has been removed or rendered harmless and only after approval, if necessary of the government agency with jurisdiction.

SECTION 4—MEANING OF TERMS

4.1 The "Cost of Construction" of the entire Project(s) (herein referred to as "Cost of Construction") means the total cost to Client of those portions of the entire Project(s) designed and specified by Olsson, but it will not include Olsson's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include Client's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project(s) or the cost of other services to be provided by others to Client pursuant to Section 3.

4.2 The "Salary Costs": Used as a basis for payment mean salaries and wages (base and incentive) paid to all Olsson's personnel engaged directly on the Project(s), including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits, including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.

4.3 "Certify" or "a Certification": If included in the Scope of Services, such services shall be limited to a statement of Olsson's opinion, to the best of Olsson's professional knowledge, information and belief, based upon its periodic observations and reasonable review of reports and tests created by Olsson or provided to Olsson. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that any certifications based upon discrete sampling observations and that such observations indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services and certification does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the

construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Olsson shall sign pre-printed form certifications only if (a) Olsson approves the form of such certification prior to the commencement of its services, (b) such certification is expressly included in the Scope of Services, (c) the certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied. It is understood that any certification by Olsson shall not relieve the Client or the Client's contractors of any responsibility or obligation they may have by industry custom or under any contract.

4.4 "Opinion of Probable Cost": An opinion of probable construction cost made by Olsson. In providing opinions of probable construction cost, it is recognized that neither the Client nor Olsson has control over the costs of labor, equipment or materials, or over the contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on Olsson's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the contractor's bids or the negotiated price of the work on the Project(s) will not vary from the Client's budget or from any opinion of probable cost prepared by Olsson.

4.5 "Day": A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.

4.6 "Construction Observation": If included in the Scope of Services, such services during construction shall be limited to periodic visual observation and testing of the work to determine that the observed work generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of Construction Observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor or for the contractor's safety precautions and programs nor for failure by the contractor to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor. Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor or any subcontractor. Client, or its designees shall notify Olsson at least twenty-four (24) hours in advance of any field tests and observations required by the construction documents.

4.7 "Inspect" or "Inspection": If included in the Scope of Services, such services shall be limited to the periodic visual observation of the contractor's completed work to permit Olsson, as an experienced and qualified professional, to determine that the observed work, generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services does not constitute a warranty or guarantee of any type, since even with

diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Client, or its designees, shall notify Olsson at least twenty-four (24) hours in advance of any inspections required by the construction documents.

4.8 "Record Documents": Drawings prepared by Olsson upon the completion of construction based upon the drawings and other data furnished to Olsson by the Contractor and others showing significant changes in the work on the Project(s) made during construction. Because Record Documents are prepared based on unverified information provided by others, Olsson makes no warranty of the accuracy or completeness of the Record Documents.

SECTION 5—TERMINATION

5.1 Either party may terminate this Agreement, for cause upon giving the other party not less than seven (7) calendar days written notice of default for any of the following reasons; provided, however, that the notified party shall have the same seven (7) calendar day period in which to cure the default:

5.1.1 Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

5.1.2 Assignment of this Agreement or transfer of the Project(s) by either party to any other entity without the prior written consent of the other party;

5.1.3 Suspension of the Project(s) or Olsson's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate.

5.2 In the event of a "for cause" termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days after receiving Olsson's final invoice, pay Olsson for all services rendered and all reimbursable costs incurred by Olsson up to the date of termination, in accordance with the payment provisions of this Agreement.

5.2.1 In the event of a "for cause" termination of this Agreement by Client and (a) a final determination of default is entered against Olsson under Section 6.2 and (b) Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product pursuant to Section 7.1.

5.3 The Client may terminate this Agreement for the Client's convenience and without cause upon giving Olsson not less than seven (7) calendar days written notice. In the event of any termination that is not the fault of Olsson, the Client shall pay Olsson, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by Olsson in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, any

fees, costs or expenses incurred by Olsson in preparing or negotiating any proposals submitted to Client for Olsson's Scope of Services or Optional Additional Services under this Agreement and all other expenses directly resulting from the termination and a reasonable profit of ten percent (10%) of Olsson's actual costs (including overhead) incurred.

SECTION 6—DISPUTE RESOLUTION

6.1. Mediation

6.1.1 All questions in dispute under this Agreement shall be submitted to mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representatives and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

6.1.2 Should the parties themselves be unable to agree on a resolution of the dispute, and then the parties shall appoint a third party who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Any third party mediator shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

6.1.3 Each party shall pay the fees and expenses of the third party mediator and such costs shall be borne equally by both parties.

6.2 Arbitration or Litigation

6.2.1 Olsson and Client agree that from time to time, there may be conflicts, disputes and/or disagreements between them, arising out of or relating to the services of Olsson, the Project(s), or this Agreement (hereinafter collectively referred to as "Disputes") which may not be resolved through mediation. Therefore, Olsson and Client agree that all Disputes shall be resolved by binding arbitration or litigation at the sole discretion and choice of Olsson. If Olsson chooses arbitration, the arbitration proceeding shall proceed in accordance with the Construction Industry Arbitration Rules of the AAA.

6.2.2 Client hereby agrees that Olsson shall have the right to include Client, by consolidation, joinder or other manner, in any arbitration or litigation involving Olsson and a subconsultant or subcontractor of Olsson or Olsson and any other person or entity, regardless of who originally initiated such proceedings.

6.2.3 If Olsson chooses arbitration or litigation, either may be commenced at any time prior to or after completion of the Project(s), provided that if arbitration or litigation is commenced prior to the completion of the Project(s), the obligations of the parties under the terms of this Agreement shall not be altered by reason of the arbitration or litigation being conducted. Any arbitration hearings or litigation shall take place in Lincoln, Nebraska, the location of Olsson's home office.

6.2.4 The prevailing party in any arbitration or litigation relating to any Dispute shall be entitled to recover from the other party those reasonable attorney fees, costs and expenses incurred by the prevailing party in connection with the Dispute.

6.3 Certification of Merit

Client agrees that it will not assert any claim, including but not limited to, professional negligence, negligence, breach of contract, misconduct, error, omission, fraud, or misrepresentation ("Claim") against Olsson, or any Olsson subconsultant, unless Client has first provided Olsson with a sworn certificate of merit affidavit setting forth the factual and legal basis for such Claim (the "Certificate"). The Certificate shall be executed by an independent engineer ("Certifying Engineer") currently licensed and practicing in the jurisdiction of the Project site. The Certificate must contain: (a) the name and license number of the Certifying Engineer; (b) the qualifications of the Certifying Engineer, including a list of all publications authored in the previous 10 years and a list of all cases in which the Certifying Engineer testified within the previous 4 years; (c) a statement by the Certifying Engineer setting forth the factual basis for the Claim; (d) a statement by the Certifying Engineer of each and every act, error, or omission that the Certifying Engineer contends supports the Claim or any alleged violation of any applicable standard of care; (e) a statement by the Certifying Engineer of all opinions the Certifying Engineer holds regarding the Claim or any alleged violation of any applicable standard of care; (f) a list of every document related to the Project reviewed by the Certifying Engineer; and (g) a list of every individual who provided Certifying Engineer with any information regarding the Project. The Certificate shall be provided to Olsson not less than thirty (30) days prior to any arbitration or litigation commenced by Client or not less than ten (10) days prior to the initial response submitted by Client in any arbitration or litigation commenced by someone other than Client. The Certificate is a condition precedent to the right of Client to assert any Claim in any litigation or arbitration and Client's failure to timely provide a Certificate to Olsson will be grounds for automatic dismissal of the Claim with prejudice.

SECTION 7—MISCELLANEOUS

7.1 Reuse of Documents

All documents, including drawings, specifications, reports, boring logs, maps, field data, data, test results, information, recommendations, or opinions prepared or furnished by Olsson (and Olsson's independent professional associates and consultants) pursuant to this Agreement ("Work Product"), are all Olsson's instruments of service, do not constitute goods or products, and are copyrighted works of Olsson. Olsson shall retain an ownership and property interest in such Work Product whether or not the Project(s) is completed. If Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product and Client may make and retain copies of Work Product for use in connection with the Project(s); however, such Work Product is for the exclusive use and benefit of Client or its agents in connection with the Project(s), are not intended to inform, guide or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project(s). Such Work Product is not intended or represented to be suitable for reuse by Client or others on extensions of the Project(s) or on any other Project(s). Client will not distribute or convey such Work Product to any other persons or entities without Olsson's prior written consent which shall include a release of Olsson from liability and indemnification by the third party. Any reuse of Work Product without written verification or adaptation by Olsson for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Olsson, or to Olsson's independent

professional associates or consultants, and Client shall indemnify and hold harmless Olsson and Olsson's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation of Work Product will entitle Olsson to further compensation at rates to be agreed upon by Client and Olsson.

7.2 Electronic Files

By accepting and utilizing any electronic file of any Work Product or other data transmitted by Olsson, the Client agrees for itself, its successors, assigns, insurers and all those claiming under or through it, that by using any of the information contained in the attached electronic file, all users agree to be bound by the following terms. All of the information contained in any electronic file is the work product and instrument of service of Olsson, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights, unless the same have previously been transferred in writing to the Client. The information contained in any electronic file is provided for the convenience to the Client and is provided in "as is" condition. The Client is aware that differences may exist between the electronic files transferred and the printed hard-copy original signed and stamped drawings or reports. In the event of a conflict between the signed original documents prepared by Olsson and the electronic files, which may be transferred, the signed and sealed original documents shall govern. Olsson specifically disclaims all warranties, expressed or implied, including without limitation, and any warranty of merchantability or fitness for a particular purpose with respect to any electronic files. It shall be Client's responsibility to confirm the accuracy of the information contained in the electronic file and that it accurately reflects the information needed by the Client. Client shall not retransmit any electronic files, or any portion thereof, without including this disclaimer as part of any such transmissions. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Olsson, its officers, directors, employees and sub consultants against any and all damages, liabilities, claims or costs, including reasonable attorney's and expert witness fees and defense costs, arising from any changes made by anyone other than Olsson or from any reuse of the electronic files without the prior written consent of Olsson.

7.3 Opinion of Probable Cost

Since Olsson has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Olsson's Opinion of Probable Cost provided for herein is made on the basis of Olsson's experience and qualifications and represent Olsson's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. Client acknowledges and agrees that Olsson cannot and does not guarantee proposals or bids and that actual total Project(s) or construction costs may reasonably vary from Olsson's Opinion of Probable Cost. If prior to the bidding or negotiating phase Client wishes greater assurance as to total Project(s) or construction costs, Client shall employ an independent cost estimator as provided in paragraph 3.4.3. If Olsson's Opinion of Probable Cost was performed in accordance with its standard of care and was reasonable under the total circumstances, any services performed by Olsson to modify the contract documents to bring the construction cost within any limitation established by Client will be considered Optional Additional Services and paid for as such by Client. If, however, Olsson's Opinion of Probable Cost was not performed

in accordance with its standard of care and was unreasonable under the total circumstances and the lowest negotiated bid for construction of the Project(s) unreasonably exceeds Olsson's Opinion of Probable Cost, Olsson shall modify its work as necessary to adjust the Project(s)' size, and/or quality to reasonably comply with the Client's budget at no additional cost to Client. Under such circumstances, Olsson's modification of its work at no cost shall be the limit of Olsson's responsibility with regard to any unreasonable Opinion of Probable Cost.

7.4 Prevailing Wages

It is Client's responsibility to determine whether the Project(s) is covered under any prevailing wage regulations. Unless Client specifically informs Olsson in writing that the Project(s) is a prevailing wage project and is identified as such in the Scope of Services, Client agrees to reimburse Olsson and to defend, indemnify and hold harmless Olsson from and against any liability, including costs, fines and attorneys' fees, resulting from a subsequent determination that the Project(s) was covered under any prevailing wage regulations.

7.5 Samples

All material testing samples shall remain the property of the Client. If appropriate, Olsson shall preserve samples obtained no longer than forty-five (45) days after the issuance of any document that includes the data obtained from those samples. After that date, Olsson may dispose of the samples or return them to Client at Client's cost.

7.6 Standard of Care

Olsson will strive to perform its services in a manner consistent with that level of care and skill ordinarily exercised by members of Olsson's profession providing similar services in the same locality under similar circumstances at the time Olsson's services are performed. This Agreement creates no other representation, warranty or guarantee, express or implied.

7.7 Force Majeure

Any delay in the performance of any of the duties or obligations of either party hereto (except the payment of money) shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of any acts of God, acts of the public enemy, insurrections, riots, embargoes, labor disputes, including strikes, lockouts, job actions, boycotts, fires, explosions, floods, shortages of material or energy, or other unforeseeable causes beyond the control and without the fault or negligence of the party so affected. The affected party shall give prompt notice to the other party of such cause, and shall take promptly whatever reasonable steps are necessary to relieve the effect of such cause.

7.8 Equal Employment Opportunity

Olsson and any sub-consultant or subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in

employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

7.9 Confidentiality

In performing this Agreement, the parties may disclose to each other written, oral, electronic, graphic, machine-readable, tangible or intangible, non-public, confidential or proprietary data or information in any form or medium, including but not limited to: (1) information of a business, planning, marketing, conceptual, design, or technical nature; (2) models, tools, hardware, software or source code; and (3) any documents, videos, photographs, audio files, data, studies, reports, flowcharts, works in progress, memoranda, notes, files or analyses that contain, summarize or are based upon any non-public, proprietary or confidential information (hereafter referred to as the "Information"). The Information is not required to be marked as confidential.

7.9.1 Therefore, Olsson and Client agree that the party receiving Information from the other party to this Agreement (the "Receiving Party") shall keep Information confidential and not use the Information in any manner other than in the performance of this Agreement without prior written approval of the party disclosing Information (the "Disclosing Party") unless Client is a public entity and the release of Information is required by law or legal process.

7.9.2 Prior to the start of construction on the Project, the existence of discussions between the parties, the purpose of this Agreement, and this Agreement shall be considered Information subject to the confidentiality provisions of this Agreement.

7.9.3 Notwithstanding anything to the contrary herein, the Receiving Party shall have no obligation to preserve the confidentiality of any Information which:

7.9.3.1 was previously known to the Receiving Party free of any obligation to keep it confidential; or

7.9.3.2 is or becomes publicly available by other than unauthorized disclosures; or

7.9.3.3 is independently developed by the Receiving Party without a breach of this Agreement; or

7.9.3.4 is disclosed to third parties by the Disclosing Party without restrictions; or

7.9.3.5 is received from a third party not subject to any confidentiality obligations.

7.9.4 In the event that the Receiving Party is required by law or legal process to disclose any of Information of the Disclosing Party, the Receiving Party required to disclose such Information shall provide the Disclosing Party with prompt oral and written notice, unless notice is prohibited by law (in which case such notice shall be provided as early as may be legally permissible), of any such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy.

7.9.5 Notwithstanding anything to the contrary herein (or to the contrary of any existing or future nondisclosure, confidentiality or similar agreement between the parties), Olsson is authorized, to use, display, reproduce, publish, transmit, and distribute Information (including, but not limited to, videos and

photographs of the Project) on and in any and all formats and media (including, but not limited to, Olsson's internet website) throughout the world and in all languages in connection with or in any manner relating to the marketing, advertising, selling, qualifying, proposing, commercializing, and promotion of Olsson and/or its services and business and in connection with any other lawful purpose of Olsson. In the event of any conflict or inconsistency between the provisions of this section and any other prior or future nondisclosure, confidentiality or similar agreement between the parties, the terms of this section shall take precedence.

7.9.6 Nothing contained in this Agreement shall be construed as altering any rights that the Disclosing Party has in the Information exchanged with or disclosed to the Receiving Party, and upon request, the Receiving Party will return all Information received in tangible form to the Disclosing Party, or at the Receiving Party's option, destroy all such Information. If the Receiving Party exercises its option to destroy the Information, the Receiving Party shall certify such destruction to the Disclosing Party.

7.9.7 The parties acknowledge that disclosure or use of Information in violation of this Agreement could cause irreparable harm for which monetary damages may be difficult to ascertain or constitute an inadequate remedy. Each party therefore agrees that the Disclosing Party shall be entitled in addition to its other rights to seek injunctive relief for any violation of this Agreement.

7.9.8 The obligations of confidentiality set forth herein shall survive termination of this Agreement but shall only remain in effect for a period of one (1) year from the date the Information is first disclosed.

7.10 Damage or Injury to Subterranean Structures or Utilities, Hazardous Materials, Pollution and Contamination

7.10.1 To the extent that work pursuant to this Agreement requires any sampling, boring, excavation, ditching or other disruption of the soil or subsurface at the Site, Olsson shall confer with Client prior to such activity and Client will be responsible for identifying, locating and marking, as necessary, any private subterranean structures or utilities and Olsson shall be responsible for arranging investigation of public subterranean structures or utilities through an appropriate utility one-call provider. Thereafter, Olsson shall take all reasonable precautions to avoid damage or injury to subterranean structures or utilities which were identified by Client or the one-call provider. Olsson shall not be responsible for any damage, liability or costs, for any property damage, injury or economic loss arising or allegedly arising from damages to subterranean structures or utilities caused by subsurface penetrations in locations approved by Client and/or the one call provider or not correctly shown on any plans, drawings or utility clearance provided to Olsson, except for damages caused by the negligence of Olsson in the use of such information.

7.10.2 It is understood and agreed that any assistance Olsson may provide Client in the disposal of waste materials shall not result in Olsson being deemed as a generator, arranger, transporter or disposer of hazardous materials or hazardous waste as defined under any law or regulation. Title to all samples and waste materials remains with Client, and at no time shall Olsson take title to the above material. Client may authorize Olsson to execute Hazardous Waste Manifest, Bill of Lading or other forms as agent of Client. If Client requests Olsson to execute such documents as its agent, the Hazardous

Waste Manifest, Bill of Lading or other similar documents shall be completed in the name of the Client. Client agrees to indemnify and hold Olsson harmless from any and all claims that Olsson is a generator, arranger, transporter, or disposer of hazardous waste as a result of any actions of Olsson, including, but not limited to, Olsson signing a Hazardous Waste Manifest, Bill of Lading or other form on behalf of Client.

7.10.3 At any time, Olsson can request in writing that Client remove samples, cuttings and hazardous substances generated by the Project(s) from the project site or other location. Client shall promptly comply with such request, and pay and be responsible for the removal and lawful disposal of samples, cuttings and hazardous substances, unless other arrangements are mutually agreed upon in writing.

7.10.4 Client shall release Olsson of any liability for, and shall defend and indemnify Olsson against any and all claims, liability and expense resulting from operations under this Agreement on account of injury to, destruction of, or loss or impairment of any property right in or to oil, gas, or other mineral substance or water, if at the time of the act or omission causing such injury, destruction, loss or impairment, said substance had not been reduced to physical possession above the surface of the earth, and for any loss or damage to any formation, strata, reservoir beneath the surface of the earth.

7.10.5 Notwithstanding anything to the contrary contained herein, it is understood and agreed by and between Olsson and Client that the responsibility for pollution and contamination shall be as follows:

7.10.5.1 Unless otherwise provided herein, Client shall assume all responsibility for, including control and removal of, and protect, defend and save harmless Olsson from and against all claims, demands and causes of action of every kind and character arising from pollution or contamination (including naturally occurring radioactive material) which originates above the surface of the land or water from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents, ballast, bilge and garbage, except unavoidable pollution from reserve pits, wholly in Olsson's possession and control and directly associated with Olsson's equipment.

7.10.5.2 In the event a third party commits an act or omission which results in pollution or contamination for which either Olsson or Client, for whom such party is performing work, is held to be legally liable, the responsibility therefore shall be considered as between Olsson and Client, to be the same as if the party for whom the work was performed had performed the same and all of the obligations regarding defense, indemnity, holding harmless and limitation of responsibility and liability, as set forth herein, shall be specifically applied.

7.11 Controlling Law and Venue

The parties agree that this Agreement and any legal actions concerning its validity, interpretation or performance shall be governed by the laws of the State of Nebraska. It is further agreed that any legal action between the parties arising out of this Agreement or the performance of services shall be brought in a court of competent jurisdiction in Nebraska.

7.12 Subconsultants

Olsson may utilize as necessary in its discretion subconsultants and other subcontractors. Olsson will be paid for all services rendered by its subconsultants and other subconsultants as set forth in this Agreement.

7.13 Assignment

7.13.1 Client and Olsson each are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Olsson (and to the extent permitted by paragraph 7.13.2 the assigns of Client and Olsson) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.13.2 Neither Client nor Olsson shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Olsson from employing such subconsultants and other subcontractors as Olsson may deem appropriate to assist in the performance of services under this Agreement.

7.13.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Olsson, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Olsson and not for the benefit of any other party. There are no third-party beneficiaries of this Agreement.

7.14 Indemnity

Olsson and Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to third party personal injury or third party property damage and arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, but only to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

7.15 Limitation on Damages

7.15.1 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither party's individual employees, principals, officers or directors shall be subject to personal liability or damages arising out of or connected in any way to the Project(s) or to this Agreement.

7.15.2 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor Olsson, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any delay damages, any punitive damages or any incidental, indirect or consequential damages arising out of or connected in any way to the Project(s)

or to this Agreement. This mutual waiver of delay damages and consequential damages shall include, but is not limited to, disruptions, accelerations, inefficiencies, increased construction costs, increased home office overhead, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other delay or consequential damages that either party may have incurred from any cause of action including, but not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. Both the Client and Olsson shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project(s).

7.15.3 Notwithstanding any other provision of this Agreement, Client agrees that, to the fullest extent permitted by law, Olsson's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claims expenses of any kind arising from any services provided by or through Olsson under this Agreement, shall not exceed the amount of Olsson's fee earned under this Agreement. Client acknowledges that such causes include, but are not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. This limitation of liability shall apply to all phases of Olsson's services performed in connection with the Project(s), whether subsequent to or prior to the execution of this Agreement.

7.16 Entire Agreement

This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the Client and Olsson.

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
SEPTEMBER 7, 2021 AGENDA**

Subject:	Type:	Submitted By:
CONTRACT AUTHORIZATION – 84 TH STREET CITY CENTRE/ CENTRAL PARK VICINITY TRAFFIC STUDY	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAT DOWSE CITY ENGINEER

SYNOPSIS

A resolution has been prepared to authorize Felsburg Holt & Ullevig (FHU) to conduct a traffic study and provide subsequent analysis and reports in an amount not to exceed \$28,050.

FISCAL IMPACT

The FY21/FY22 Biennial Budget provides the funding for this service.

RECOMMENDATION

Approval

BACKGROUND

As part of the 84th Street Redevelopment project, this traffic study will identify the expected trips that would be generated by the proposed redevelopment area and determine effects of site traffic on the surrounding at seven (7) intersections. The study will also look at potential conflicts, parking and circulation for both potential pool sites for six (6) existing intersections and one (1) future intersection. Traffic counts will be conducted at five (5) intersections in the project area and said data will be complied with historic counts based on previous work efforts to assess current and projected traffic operations.

Services provided by Felsburg Holt & Ullevig will be conducted on a time and materials basis whereas FHU shall be compensated on an hourly basis not to exceed \$28,050.

A copy of the agreement is attached.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, APPROVING THE EXECUTION OF AN AGREEMENT WITH FELSBURG HOLT & ULLEVIG (FHU) FOR ENGINEERING SERVICES FOR THE 84TH STREET CITY CENTRE/CENTRAL PARK VICINITY TRAFFIC SIGNAL STUDY IN AN AMOUNT NOT TO EXCEED \$28,050.

WHEREAS, Council has determined that a need exists for a traffic signal study on 84th Street; and

WHEREAS, The FY21/FY22 Biennial Budget provides funding for this service; and

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska, hereby approve the execution of an agreement with Felsburg Holt & Ullevig (FHU) for Engineering Services for the 84th Street City Centre/Central Park vicinity traffic signal study in an amount not to exceed \$28,050.

PASSED AND APPROVED THIS 7TH DAY OF SEPTEMBER 2021.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk



August 19, 2021

Mr. Pat Dowse, PE
City of La Vista
9900 Portal Road
La Vista, NE 68128

Reference: 84th Street City Centre Traffic Study Proposal - revised

Dear Mr. Dowse:

This proposal describes the scope of services necessary to conduct a traffic study for the development of a new municipal swimming pool, event planning space, parking for the City Centre Music Venue, and Central Park festival space. The project is located on 84th Street in La Vista, Nebraska. The north-south study area boundaries are Park View Blvd to Giles Road, the east-west study boundaries are Edgewood Blvd to 87th Street. The information used to prepare this proposal is based on information for the proposed development provided to Felsburg Holt & Ullevig (FHU) by the City of La Vista.

This traffic study will identify the expected trips that would be generated by the proposed development and determine the effects of site traffic on the surrounding roadway network. A new access into Central Park located southeast of Park View Boulevard between Elizabeth Street and Lilian Avenue will be evaluated in this study. This access would connect into the existing park entrance through Flagpole Park.

In order to address the traffic operations at existing intersection(s) and proposed access location(s) for the Music Venue / Event Space, the study will include a traffic capacity evaluation of the following location(s):

- 84th Street & Park View Blvd
- 84th Street & City Centre Drive
- 84th Street & Barmettler Drive
- 84th Street & Main Street / Brentwood Drive
- 84th Street & Giles Road
- Giles Road & 83rd Avenue
- Giles Road & Royal Drive

To evaluate circulation patterns and impacts associated with the siting of the proposed swimming pool, a cursory evaluation of circulation, parking, and potential conflicts will be conducted at the following locations:

- Edgewood Blvd & Valley Road
- Edgewood Blvd & Park View Blvd
- Giles Road & Edgewood Blvd
- Park View Blvd & Flagpole Park / Lillian Avenue (Proposed)
- 87th Street & Park View Blvd
- 87th Street & Granville Parkway
- Granville Parkway & Brentwood Drive

The study will evaluate the following time periods:

- Music Venue / Event Study: Weekday PM peak hour (event arrival), Weekday Post PM peak hour (event exit), Weekend AM peak hour (event arrival), Weekend Post PM peak hour (event exit)

- Pool Study: Weekday AM (pool arrival) and PM peak hours (pool exit), Weekend peak hour (peak one hour).

The study will evaluate the following analysis years:

- Existing (2021)
- Buildout (2023) of the development
- Future (2030) of the development

Scope of Services

Task 1 – Data Collection / Compilation

Recent and historic turning movement counts will be compiled for the study area by the City of La Vista and FHU based upon previous work efforts in the study area. FHU will collect and process peak period turning movement counts at select intersection(s) to be determined after a review of existing data. It is anticipated that up to five intersections will be counted in the peak hours identified below.

- 84th Street & Giles Road (Weekday 24-hour & Weekend 13-hour)
- 84th Street & City Centre Drive (Weekday 8-hour & Weekend 13-hour)
- 84th Street & Barmettler Drive (Weekday 4-hour)
- Giles Road & 83rd Street (Weekday 4-hour)
- Giles & Royal Drive (Weekday 4-hour)

Assumptions

- Weekday 8-hour turning movement counts will be conducted on a typical weekday (Tuesday, Wednesday, or Thursday) from 3 PM to 11 PM.
- Weekend 13-hour turning movement counts will be conducted on a Saturday from 10 AM to 11 PM.
- Weekday 4-hour turning movement counts will be conducted on a typical weekday (Tuesday, Wednesday, or Thursday) and will be conducted after the peak periods are determined from the 24-hour count at 84th Street & Giles Road. The desired peak hours will be discussed and approved by the City Engineer (may include any 4 hours in 1-hour blocks).
- Count data from the five intersections will be compiled and used to develop factors to apply to existing data. The factored data will be used for evaluation at other study area intersections.

Task 2 – Trip Generation & Assignment

The *Institute of Transportation Engineers' (ITE) Trip Generation*, Tenth Edition, 2017 will be utilized to develop trip generation estimates for the new municipal swimming pool and potential development in the south portion of the study area. The trip assignment will be based on existing, local travel patterns. Land uses and square footages from Site Plans and previous traffic studies, provided to FHU by the City of La Vista, will be utilized to develop the site trip generation. Future development will be considered in the study area. Traffic assignment will be based on existing traffic patterns and expected connections.

Task 3 – Operations Analysis

FHU will assess the level of congestion, measured by level of service (LOS), experienced at the study area intersections under Existing (2021), Buildout (2023), and Future (2030) traffic conditions.

- Turn lane storage lengths will be analyzed.
- A queuing analysis will be completed for the study area intersections.
- Evaluate adding a south access onto Giles Road at Royal Drive (or nearby).
- Assess the parking availability and demand during events.
- Methods for parking fee collection and parking permitting will be evaluated.

- Traffic circulation in the City Centre will be analyzed. Reports provided by the City Centre development engineer will be evaluated.
- Potential pedestrian movements crossing 84th Street to and from the venue will be evaluated.

Task 4 – Report & Graphics

A draft traffic study will be prepared summarizing the results of the study and will include graphical illustrations of the study area and analysis. FHU will identify traffic operational or roadway deficiencies at the study area intersections and will develop recommendations for improvements. We propose to prepare the traffic study in two phases.

The draft traffic study for the new municipal swimming pool will be submitted to the City of La Vista for review and comment by Wednesday October 6th, 2021. The event planning and parking for the City Centre portion of the study will be submitted a month later November 5th, 2021. We have assumed a period of two weeks for agency review for each phase of the draft traffic study. Comments will be addressed and incorporated into the final traffic study. The final traffic study will be submitted approximately two weeks after receipt of draft traffic study comments.

Task 5 – Meetings & Project Management

As part of this effort, FHU will participate in two (2) meetings with the City of La Vista. These meetings are intended to occur in person with a virtual option. Additional meetings or presentations to La Vista City Council can be made at our standard hourly rates. This task also includes preparing monthly progress reports with invoices and other project management related tasks.

Schedule and Fee Estimate

The draft traffic study for the new municipal swimming pool will be submitted for review by Wednesday October 6th, 2021. The draft traffic study for the event planning and parking for the City Centre will be submitted a month later on November 5th, 2021. Upon receipt of review comments from City of La Vista, FHU will finalize the study within two weeks. Should the City of La Vista require additional intersections or time periods to be included in the study or should the site plan change after the study has commenced, we will notify you immediately regarding any impact to the cost of the study or the project schedule.

We propose to conduct these services on a “time and materials” basis. Under such an agreement, we are compensated on an hourly basis for all labor and other direct costs, such as printing, are reimbursed at a rate of 1.1 times the actual cost. The following are our standard hourly billing rates for the personnel expected to be involved in this project:

Principal	\$ 220.00/Hour	Engineer V	\$ 175.00/Hour
Engineer II	\$ 115.00/Hour	Engineer I	\$ 105.00/Hour
Intern	\$ 55.00/Hour	Graphics	\$ 135.00/Hour

At these standard hourly rates, we have estimated that this study could be completed for a maximum budget of **\$28,050**. This amount would be established as a “not to exceed” limit beyond which no charges could be made without your prior approval.

If the conditions of this proposal are acceptable, please print out this letter, sign on the following page and send it back for our files. In an effort to expedite the study, please call or send an e-mail with the signed proposal back as your acceptance. By signing this proposal, the client acknowledges the attached standard provisions. If you have any questions about this proposal, please contact Mark Meisinger at (402) 445-4405 or via email at mark.meisinger@fhueng.com.

August 19, 2021
Mr. Pat Dowse
Page 4

Sincerely,

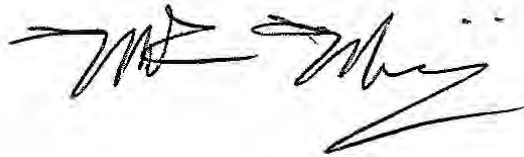
FELSBURG HOLT & ULLEVIG



Kyle Anderson, PE, PTOE
Principal

Accepted By

Title



Mark Meisinger, PE, PTOE
Project Manager

Date

Attachment:
FHU Letter Agreement Standard Provisions - revised

Letter Agreement Standard Provisions

A. SERVICES BY THE CONSULTANT

The **CONSULTANT** agrees to perform all services, hereunder, using reasonable skill and judgment in accordance with applicable professional standards. **CONSULTANT** agrees to keep the **CLIENT** informed on its progress through periodic reports, and to maintain accurate records relating to its services for this project.

The **CONSULTANT** agrees to provide, directly or by association with such other Consultants or Contractors as it may deem necessary to further the interest of the **CLIENT**, the basic services as described in the Scope of Work provided in the signed Letter Proposal or Letter Agreement.

B. RESPONSIBILITIES OF THE CLIENT

The **CLIENT** shall provide and make available to the **CONSULTANT**, for his use, all maps, property descriptions, surveys, previous reports, historical data, and other information within its knowledge and possession relative to the services to be furnished hereunder. Data so furnished to the **CONSULTANT** shall remain the property of the **CLIENT** and will be returned upon completion of its services.

The **CLIENT** shall make provisions for the **CONSULTANT** to enter upon public and private properties as required for the **CONSULTANT** to perform its services hereunder.

C. EXTRA WORK

The **CLIENT** may desire to have the **CONSULTANT** perform work or render services other than those provided in Scope of Work. This will be Extra Work. Work shall not proceed until so authorized by the **CLIENT**. Payment for all work under this Agreement shall be on an hourly basis plus expenses in accordance with the attached rate schedule. Charges for outside services, expenses, and subconsultant work will be billed at 1.10 times the invoice amount.

D. TIME OF BEGINNING AND COMPLETION

Execution of the Letter Proposal is authorization by the **CLIENT** for the **CONSULTANT** to proceed with the work (Time of Beginning). The original Time of Completion is as noted in the Letter Agreement.

E. PAYMENT

Unless otherwise provided herein, **CONSULTANT** shall submit monthly invoices for Basic, Additional or Special Services and for Reimbursable Expenses each month for work that has been performed. If hourly, invoices will be based on labor and expenses incurred. If lump sum, invoices will be based on the percentage of work completed.

~~Payments not made within 60 days of the billing date shall bear interest at the rate of 1% per month which is an annual interest rate of 12%. If any portion of, or an entire account remains unpaid 90 days after billing, the **CLIENT** shall pay all costs of collection, including reasonable attorney's fees.~~

F. DELAYS

If the **CONSULTANT** is delayed at any time in the progress of work by any act or neglect of the **CLIENT** or its agents, employees or contractors, or by changes in the work, or by

extended reviews by the **CLIENT**, fire, unavoidable casualties, or by any causes beyond the **CONSULTANT'S** control, the time schedule shall be extended for a reasonable length of time, and **CONSULTANT'S** compensation may be subject to renegotiation for increased expenses due to escalation of prices, extended services, rework, and/or other expenses incidental to such delays.

G. OWNERSHIP OF DOCUMENTS

All drawings, specifications, reports, records, and other work products developed by the **CONSULTANT** associated with this project are instruments of service for this project only and shall remain the property of the **CONSULTANT** whether the project is completed or not. The **CONSULTANT** shall furnish originals or copies of such work product to the **CLIENT** in accordance with the services required hereunder. Reuse of any of the work product of the **CONSULTANT** by the **CLIENT** on an extension of this project or on any other project without the written permission of the **CONSULTANT** shall be at the **CLIENT'S** risk and the **CLIENT** agrees to defend, indemnify, and hold harmless the **CONSULTANT** from all claims, damages, and expenses including attorney's fees arising out of such unauthorized reuse by the **CLIENT** or by others acting through the **CLIENT**. Any reuse or adaptation of the **CONSULTANT'S** work product shall entitle the **CONSULTANT** to equitable compensation.

H. INSURANCE

During the course of the services, the **CONSULTANT** shall maintain Workmen's Compensation Insurance in accordance with the Workmen's Compensation laws of the State of Nebraska Professional Liability Insurance with a minimum coverage of \$1,000,000 per occurrence, \$2,000,000 aggregate; Automobile Liability with a combined single limit coverage of \$1,000,000; and Commercial General Liability of \$1,000,000 per occurrence, \$2,000,000 aggregate. Upon request, the **CONSULTANT** shall provide certificates of insurance to the **CLIENT** indicating compliance with this paragraph.

I. TERMINATION

Either the **CLIENT** or the **CONSULTANT** may terminate this Agreement at any time with or without cause upon giving the other party fourteen (14) calendar days prior written notice. The **CLIENT** shall within sixty (60) calendar days of termination pay the **CONSULTANT** for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this contract.

J. DISPUTES

Any claim, dispute, or other matter in question between the **CLIENT** and the **CONSULTANT**, arising out of or relating to either's obligations to the other under this Agreement, shall, if possible, be resolved by negotiation between the **CLIENT'S** representative and the **CONSULTANT** Principal-in-Charge for the Project. **CLIENT** and **CONSULTANT** each commit to seeking resolution of such matters in an amicable, professional, and expeditious manner. If a matter cannot be resolved by these parties, no later than thirty (30) calendar days after either party submits an issue in writing for resolution,

representatives from executive management of the **CLIENT** and **CONSULTANT** shall attempt to resolve the matter through additional good faith negotiations. ~~If resolution cannot be reached within an additional thirty (30) calendar days, the **CLIENT** and **CONSULTANT** agree that all such unresolved disputes shall be submitted to nonbinding mediation.~~

Pending final resolution of the dispute, the **CONSULTANT** shall proceed diligently with the performance of the Basic Services as described in Article A, as directed by the **CLIENT**, and the **CLIENT** shall continue to pay the undisputed payments due to the **CONSULTANT** for such services in accordance with the payment provisions of this Agreement.

K. GOVERNING LAW

Unless otherwise agreed in writing, this Agreement and the interpretation thereof shall be governed by the law of the State of Nebraska.

L. SUCCESSORS AND ASSIGNS

The **CLIENT** and the **CONSULTANT** each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party with respect to all covenants of this Agreement. Neither party shall assign or transfer its interest in this Agreement without the written consent of the other.

M. EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations and representations. Nothing herein shall be deemed to create any contractual relationship between the **CONSULTANT** and any other consulting business, or contractor, or material supplier on the project, nor obligate it to furnish any notices required under other such contracts, nor shall anything herein be deemed to give anyone not a party to this Agreement any right of action against a party which does not otherwise exist without regard to this Agreement.

N. NOTICES

All notices and instructions given by either party to the other shall be in writing, and shall be deemed to be properly served if delivered to the address of record shown below, or if deposited in the United States Mail properly stamped with the required postage and addressed to such party at the address in the Letter Proposal or Letter Agreement. The date of service of a notice sent by mail shall be deemed to be the day following the date on which said notice is so deposited. Either party hereto shall have the right to change its address by giving the other party written notice thereof.

O. ACCURACY OF SERVICES AND LIMITATION OF LIABILITY

The **CONSULTANT** shall use reasonable professional skill and judgment in providing the services, hereunder, but does not warrant that such services are without errors and/or omissions. If, during the authorized use and prudent interpretation of documents or advice furnished by the **CONSULTANT**, an error or omission is discovered within a reasonable time, the **CONSULTANT** shall be responsible for correction of any work which must be removed or altered to meet the project requirements, provided the **CONSULTANT** is given a

reasonable opportunity to make remedial recommendations and to correct or arrange for the correction of the work itself. The **CONSULTANT** will not be liable for the cost of procurement of work or services performed in correcting such errors and/or omissions where such work or services result in a value to the Project over and above that which the original work or services provided.

In providing opinions of probable construction cost, the **CLIENT** understands that the **CONSULTANT** has no control over costs or the price of labor, equipment, or materials, or the Contractor's method of pricing, and that the opinions of probable construction costs provided herein are to be made based on the **CONSULTANT'S** qualifications, and experience. The **CONSULTANT** makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

The **CONSULTANT** agrees, to the fullest extent permitted by law, to indemnify and hold the **CLIENT** harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the **CONSULTANT'S** negligent acts, errors or omissions in the performance of professional services under this Agreement and those of his or her subconsultants or anyone for whom the **CONSULTANT** is legally liable.

The **CLIENT** agrees, to the fullest extent permitted by law, to indemnify and hold the **CONSULTANT** harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the **CLIENT'S** negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the **CLIENT** is legally liable, and arising from the project that is the subject of this Agreement. **CLIENT'S** amount of indemnity or costs incurred in providing the indemnity shall be limited to the same amount as the **CONSULTANT'S** liability is listed below.

As negotiated as a part of this Agreement, to the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of the **CONSULTANT** and the **CONSULTANT'S** officers, directors, partners, employees, agents and subconsultants, to the **CLIENT** and anyone claiming by, through or under the **CLIENT**, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of the **CONSULTANT** or the **CONSULTANT'S** officers, directors, employees, agents or subconsultants, or any of them, shall not exceed the total amount of \$100,000.

Upon execution of the Letter Agreement or Letter Proposal, the **CLIENT** thereby agrees to the terms of these Special Provisions.

Workhour and Fee Estimate



FELSBURG
HOLT &
ULLEVIG
connecting & enhancing communities

DIRECT PROJECT EXPENSES

TOTAL DIRECT PROJECT EXPENSES**TOTAL PROJECT COST**

\$28,050

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
SEPTEMBER 7, 2021 AGENDA**

Subject:	Type:	Submitted By:
AUTHORIZE PURCHASE – ZERO TURN MOWER	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JASON ALLEN PARK SUPERINTENDENT

SYNOPSIS

A resolution has been prepared authorizing the purchase of (1) one Exmark Lazer Z 60 inch zero turn mower from J and J Small Engine Service, 6912 South 36th St, Bellevue, NE 68147 for an amount not to exceed \$7,283.00.

FISCAL IMPACT

The FY21/FY22 Biennial Budget provides funding for the proposed purchase.

RECOMMENDATION

Approval

BACKGROUND

The Public Works Capital Equipment Purchasing Team has recommended the purchase of a Exmark Lazer Z 60 inch zero turn mower. This unit will be used by the division for the mowing at city buildings and facilities. The mower will be replacing an Exmark 72 inch zero turn mower which we will trade in on this purchase. This purchase will be made off of the HGAC (Helping Governments Across the Country) contract pricing.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING THE PURCHASE OF ONE (1) EXMARK LAZER Z 60 INCH ZERO TURN MOWER FROM J AND J SMALL ENGINE SERVICE, BELLEVUE, NEBRASKA IN AN AMOUNT NOT TO EXCEED \$7,283.00.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of a Exmark Lazer Z 60 inch Zero Turn Mower is necessary; and

WHEREAS, the FY21/FY22 Biennial Budget provides funding for this 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 purchases over \$5,000;

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of the City of La Vista, Nebraska authorize the purchase of one (1) Exmark Lazer Z 60 inch Zero Turn Mower from J and J Small Engine Service, Bellevue, Nebraska in an amount not to exceed \$7,283.00.

PASSED AND APPROVED THIS 7TH DAY OF SEPTEMBER 2021.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

J and J Small Engine Service
 6912 South 36 TH Street
 Bellevue, Ne 68147
 (402) 731-8770 Fax (402) 933-4133

Date.....: 8/27/21
 Customer.....: 3314343
 Special info...:
 Ship Via.....: CUSTOMER PICKUP

Invoice.....: 358451
 Salesman.....: 001/001
 P.O. #.....:
 Packing Slip #:

-- SOLD TO --

CITY OF LAVISTA
 8116 PARKVIEW BLVD
 LA VISTA, NE 68128
 JEFF 669-1372
 Tax Exemption #: 46-6050031

-- SHIP TO --

CITY OF LAVISTA
 8116 PARKVIEW BLVD
 LA VISTA, NE 68128
 JEFF 669-1372

No returns or service warranties without receipt.
 No returns on special order or electrical parts.
 20 % restock fee with receipt within 30 days

Jallen @ City of lavista.026

Page 1 of 1

Ord	Ship	B/O	Line	Part Number	Description	List	Net	Amount
1	1			EXE LZXR801GKA60600	LAZERX 801KA 60	13399.00	10783.00	10783.00
				SN-	1.			
-1	-1			MSC TRADE	TRADE IN 72 LAZER	0.00	3500.00	-3500.00CR
				HGAC PRICING QUOTE				

CASH SALE

CASH

SUB TOTAL ----> 7283.00
 MISC. -----> 0.00
 LABOR -----> 0.00
 TAX 7.000 ----> 0.00
 INVOICE TOTAL -> 7283.00

Received By _____